



MINUTES

ORDINARY MEETING OF COUNCIL

15 DECEMBER 2020



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In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the Shire of Wagin during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Wagin

The Shire of Wagin advises that anyone who has any application lodged with the Shire of Wagin shall obtain and should only rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Wagin in respect of the application.

Bill Atkinson
CHIEF EXECUTIVE OFFICER

GIFTS DISCLOSURE INFORMATION

The Gifts Register contains the disclosures of gifts that have been made by Elected Members, the Chief Executive Officer and Employees in their official capacity.

To adhere with the changes to gift disclosure regulations in the *Local Government Legislation Amendment Act 2019*, passed by Parliament on 27 June 2019, the Shire of Wagin provides gift disclosure information in the interests of accountability and transparency.

Elected Members and the Chief Executive Officer are required to disclose gifts which are valued over \$300 or are two or more gifts with a cumulative value over \$300 (where the gifts are received from the same donor in a 12 month period) within 10 days of receipt [Sections 5.87A & 5.87B *Local Government Act 1995*].

The Act and Regulations require the Chief Executive Officer to publish an up to date version of the Gifts Register on the Shire's website after a disclosure is made. To protect the privacy of individuals, the register published on the website does not include the address disclosed by an individual donor and will instead include the town or suburb.



SHIRE OF WAGIN

Minutes for the Ordinary Meeting of Council held in the Council Chambers, Wagin on
Tuesday 15 December 2020 commencing at 7:02pm

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1. OFFICIAL OPENING

The Presiding Member, Cr Phillip Blight opened the meeting at 7:02pm.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

2.1 ATTENDANCE

Cr Phillip Blight	Shire President
Cr Greg Ball	Deputy Shire President
Cr Bryan Kilpatrick	
Cr Sheryll Chilcott	
Cr Wade Longmuir	from 7:08pm
Cr Lyn Lucas	
Cr David Atkins	
Cr Bronwyn Hegarty	
Bill Atkinson	Chief Executive Officer
Brian Roderick	Deputy Chief Executive Officer
Allen Hicks	Manager of Works
Emily Edwards	Executive Assistant

2.2 APOLOGIES

Cr Jason Reed

2.3 APPROVED LEAVE OF ABSENCE

Cr Geoff West

2.4 VISITORS

Mr. Glen Butcher

3. RESPONSES TO PREVIOUS QUESTIONS TAKEN ON NOTICE

Nil

4. PUBLIC QUESTION TIME

Council conducts open Council Meetings. Members of the public are asked that if they wish to address the Council that they state their name and put the purpose of their address as precisely as possible. A minimum of 15 minutes is allocated for public forum. The length of time an individual can speak will be determined at the President's discretion.

5. APPLICATION FOR LEAVE OF ABSENCE



4458 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr S M Chilcott

That B S Hegarty be granted a Leave of Absence from the 23 February 2021 Ordinary Meeting of Council.

Carried 7/0

- Cr W J Longmuir entered the meeting at 7:08pm.

6. PUBLIC FORUM

MR. GLEN BUTCHER OF WAGIN

Mr. Butcher addressed Council regarding the ongoing discussions regarding the construction of a shed at Wagin Historical Village for the 'History of Wagin' historical paraphernalia which is included as a matter in item 12.1.1 *Chief Executive Officers Report – November/December 2020* and item 12.1.2. *Local Roads and Community Infrastructure Program – Determination of Priorities*.

Mr Butcher presented the following;

'Whilst all the idea's for using the grant money are worthy projects, I would like to suggest that the erection of a shed to house the Lost History of Wagin should be considered as one of the higher priority items.

- a. There is a lot of memorabilia distributed around the district, or so I am informed, that may be lost or destroyed if not collected and housed safely and securely.*
- b. As one generation moves on and the next has to decide what to do with the owners' chattels most will or maybe end up un landfill and lost forever.*
- c. None of us are getting any younger and the memories of the past will be lost if not recorded and archived.*
- d. The lost history is about businesses, sporting clubs, farms, and people over the years since the founding of the district.*

I am not a descendant of any of the original families of the district however I have seen a lot of family's history lost.

I commend this project to the Council.'

Mr Butcher thanked Council and left the meeting at 7:11pm.

7. PETITIONS/DEPUTATIONS – PRESENTATIONS

Nil

8. DISCLOSURE OF FINANCIAL AND OTHER INTERESTS

8.1 DISCLOSURE OF FINANCIAL INTEREST – Local Government Act Section 5.60a

- Cr G R Ball declared a Financial Interest in item 12.1.5 – *Wagin Aerial Landing Ground Leases*



8.2 DISCLOSURE OF PROXIMITY INTEREST – Local Government Act Section 5.6

Nil

8.3 DISCLOSURE OF IMPARTIALITY INTEREST – Administration Regulation Section 34c

Nil

9. CONFIRMATION OF PREVIOUS MEETING MINUTES

**9.1 MINUTES FROM THE ORDINARY MEETING OF COUNCIL HELD 24
NOVEMBER 2020**

COUNCIL DECISION/4459 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr S M Chilcott

That the Minutes of the Ordinary Meeting of Council held on Tuesday 24 November 2020 and circulated to all Councillors, be confirmed as a true and accurate record.

Carried 8/0



10. STATUS REPORT – NOVEMBER 2020

FINANCE AND ADMINISTRATION

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
28 April 2015	2702	CEO	Puntapin Rock Dam		Water Corp engaged to address urgent remedial works and to facilitate transfer of the asset to the Shire. New Comment: Assessment of Dam programmed	Contacted June 2019, awaiting finalisation of the SW Native Title Settlement
24 Sept 2019	4111	DCEO/DG	Wetlands Playground Development	That the Wetlands Park Development Business Case / Project Brief be endorsed, and a quotation be sought to engage a Landscape Architect to develop a design plan	Advertisement period completed with minor feedback considered by the Townscape Committee and changes to plan effected where necessary.	Old playground has been disassembled and area cleared. Development will be in full swing in November/December. Progress is tracking well with elements going in and development taking shape.
26 Nov 2019	4145	That Ecoscape be engaged to carry out the Wetlands Park Playground design		Plan now finalised.		
24 March 2020	4218	That the Wetlands Park Playground Concept Master Plan be endorsed, advertise the proposed Master Plan for public comment for a period of 21 days and staff to commence the process to secure grant funds for stages 1,2 & 3 of the project.		Work to commence once Budget has been adopted 2020/2021 New Comment: Work continues on this project, progress going well.		



FINANCE AND ADMINISTRATION

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
24 Sept 2019	4123	CEO	Endorsement of Waste Local Law – 4WDL VROC Collaboration	That Council endorse commencing the process of introducing a Waste Local Law and that a collaborative approach between the 4WDL VROC Local Governments Taken with The Shire of Williams facilitating the process		Awaiting Information from the Shire of Williams.
22 September 2020	4394	DCEO	Electronic Information Sign	That Quotations are invited for the supply, delivery, framing cabinet & header board, erection, software supply, commissioning and technical support for a double- sided LED Electronic Display Sign.	As per Council Resolution, Request for Quotations have been advertised. Please refer to agenda item.	
27 October 2020	4430	DCEO		That the Quotation from ICatcher Digital Signs for \$48,657 plus GST be accepted for the supply, installation and commissioning of an LED Double-Sided Electronic Display Sign.	Winning supplier has been notified and sign is currently being built. Expect installation and commissioning in late January. New Comment: Sign getting built. On track for delivery and installation late January.	
25 Feb 2020	4188	CEO	Town Entry Statements	That the four (4) entry statements into Wagin be refurbished within the current Tourism Budget	New Comment: First statement sign has been completed and reinstalled. It will take a number of months to upgrade all four statements	To be staged over the next few months In progress



24 March 2020	4230	MOW	Gopher Friendly Footpaths	That the Manager of Works assess the current gopher crossings and present costings for the 2020/2021 budget.	Survey underway & Ramp sites marked	Ramps will be installed as time permits.
26 May 2020	4277	CEO	Wagin Trotting Club – Illumination of Bart the Ram	Develop a proposal to illuminate Bart the Giant Ram. Research funding opportunities	New Comment: Costs ascertained as being approximately \$7,000	Quote from contractor being followed up.
25 August 2020	4363	CEO	Contract – Waste Management	That Council 2. That contract documentation be prepared to govern the provisions Tender No 5 2017/18 – Provision of Refuse, Recycling, Green Waste Collection Services & Refuse Site Maintenance.	In Progress	New Comment: Refer to Agenda Item in December Council Agenda
25 August 2020	4366	CEO	Review of Councillor Representation	That item 13.1.4 Review of Councillor Representation be laid on the table until Ordinary Meeting of Council on 27 October 2020.	.	
27 October 2020	4418	CEO		2. That it be recorded that Council has considered public submissions received on the Review of Councillor Representation. 3. That Council has determined that the number of elected members to represent the electors of the Shire of Wagin should be nine (9) and should take effect from the ordinary Council elections scheduled in 2021.	Proposal to reduce Council Membership to 9, submitted to Local Government Advisory Board.	

28 July 2020	4344	CEO/ DCEO/ CPO	Town Square Redevelopment Stages 1 & 2	<p>1. That the Wagin Town Square Development be comprised of Stage 1 being a portion of the area commencing north of the Library through to Tudhoe Street and from the western side of the toilet block through to Tudhoe Street and that Stage 2 be comprised of the remainder of the lot.</p> <p>2. That Stage 1 of the development proceeded with.</p> <p>3. That engineering advice be sought on the feasibility of accommodating the entry and egress of 19-metre-long vehicles through the area deemed to be Stage 2.</p> <p>4. That the area to accommodate the proposed electronic display sign be relocated eastwards into the garden area provided for in Stage 1 (south west corner) with the objective of maintaining the same distance from Tudhoe Street as per the current approval from Main Roads WA.</p> <p>5. That provision be made in Stage 1 to accommodate a future electric charging station.</p>	<p>Construction programmed for November 2020.</p> <p>Construction has commenced. Hot mixing, bitumen work and kerbing to be all completed in November. Paving to commencing in late December and also the Shelters.</p>	
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22 September 2020	4389	CEO	Betty Terry Community Theatre	<p>1. That Council accept the gift of the Betty Terry Community Theatre building as offered with the following conditions:</p> <ul style="list-style-type: none"> • The \$8000 being the balance owed for the projector is paid to the estate of the late Francis Lintorn-Terry; • The Shire rates on the property for the 2020/21 financial year be waived; • That all conditions outlined and agreed to in the discussion points recorded at the meeting held on the 3rd July 2020 being adhered to; • That the ownership of the building be transferred to the Shire of Wagin. <p>2. That the Shire organise a separate water service to the cinema.</p> <p>3. That the Shire place a plaque on the Cinema building to acknowledge the contribution of Mr and Mrs Frank Lintorn-Terry in bringing movies to Wagin and in establishing the Betty Terry Community Theatre.</p> <p>4. That the Shire payout the \$5000 provided by Ms Pia Lambert to Betty Terry Community Theatre Inc loan for the projector equipment and to raise a debtors invoice to the group for \$13,000 (being the payout of the \$5000 loan referred to and the residual \$8000 amount owing to the estate of the late Francis Lintorn-Terry for the projector, on the condition that the money is repaid over a 3 year period.</p> <p>5. That settlement of the property proceeds forthwith.</p>	Awaiting response from Executor.	Settlement of Property underway.
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<p>22 September 2020</p>	<p>4390</p> <p>4402</p> <p>4403</p> <p>4404</p>	<p>CEO/EA</p>	<p>Wagin Airfield</p>	<p>1. That proposed lease of hanger site "B" on Reserve 20595 be subject to the provisions of section 18 of the Land Administration Act 1997 (Ministerial Approval) and section 3.58 of the Local Government Act 1995 (Disposal of Property) being adhered to.</p> <p>2. That tenders be called for the lease of proposed hanger site "B"</p> <p>When approval has been obtained from the Hon Minister for Lands, that the current lease agreement relating to hanger and land, be amended to correctly describe the land (Reserve 20595) upon which the hanger is situated."</p> <p>When approval has been obtained from the Hon Minister for Lands, that the current lease agreements relating to land leased to third parties for hanger sites, be amended to correctly describe the land (Reserve 20595) upon which the hangers are located</p> <p>That subject to legal advice a draft lease agreement be constructed to govern the ownership details of hanger buildings, the conditions with respect to the on- sale of hanger buildings and the conditions around the extension of hanger leases beyond the stipulated initial 20-year term."</p>	<p>Draft Lease Agreement completed.Submitted to Department of Planning, Heritage and Land for approval.</p>	
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<p>27 October 2020</p>	<p>4419</p>	<p>CEO</p>	<p>Wagin Airfield Leases</p>	<ol style="list-style-type: none"> 1. That existing Hangar Lessees be advised of anomalies with respect to their current hangar leases and the requirement to enter into revised lease agreements; 2. That Council agree in principle for hangar leases to be for a period of 21 years with an option to extend for a further 21 years (subject to Ministerial approval); 3. That Council agree in principle for hangar lease agreements to provide that the ownership of hangar buildings remain with the Lessees (subject to conditions); 4. That Council agree in principle to Lessees to disposing of hangar buildings to new Lessees (subject to conditions); 5. That the Draft lease agreement, as amended subject to, not contravening, legislation regarding the storage of flammable materials, template be approved subject to the acceptance in full by other parties. 6. That Ministerial approval be obtained for the Shire of Wagin to lease hangar sites to current Lessees (and future Lessees as required) and for the lease of premises for the operation of the existing airplane machinery mechanical repair and maintenance business; 7. That the provisions of section 3.58 of the Local Government Act 1995 (Disposal of Property) be carried out for the hangar sites in question and for the premises used for the airplane machinery mechanical repair and maintenance business. 	<p>Submitted to Department of Planning, Heritage and Land for approval.</p>	<p>15 December 2020</p>
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21 November 2020	4443	CEO/MOW /EA	Regional Airports Program – Round 2	New Action: That an application be submitted through the <i>Regional Airports Program – Round 2</i> for the upgrade of the North/South runway at the Wagin Aerial Landing Ground	New Comment: Application submitted on 02 December 2020.	
27 October 2020	4415	CEO	History of Wagin	That Council support in principle the concept of the “History of Wagin” initiative and to lend support to developing the proposal with the proponent and the Wagin Historical Society.	Proponent invited to discuss next steps.	
27 October 2020	4416	EA	Connecting to Country	That Council support the submission of a project to be funded through the Connecting to Country Grant Program for activities to improve understanding of Country, ancestry and kinship connections with a view to developing leadership within the community. That Council accept the Offer of Sergeant John Bridger to coordinate the project if funding is allocated.	Application for funding submitted.	
27 October 2020	4421	CEO/MOW	Bojanning Park	That Council approve of initiatives to rejuvenate Bojanning Park within the framework of the 2020/21 financial year budget and utilising any grant funding that may be attracted towards this project.	Installation of playground equipment programmed.	



27 October 2020	4422	CEO/EA/ MOW	Pederick Gas Producer Unit	<p>1. Approve of the proposal to paint and display (under cover) the Pederick Gas Producer Unit at the Wagin Historical Village;</p> <p>2. Prepare an information board to provide an overview of the Pederick Gas Producer Units and the role they played throughout Australia during the second World War years.</p>	Works programmed.	
27 October 2020	4417	CEO/CSO	Local Laws Review	<p>New Action :That Council, in accordance with the provisions of section 3.16 of the Local Government Act 1995:</p> <p>1.Propose that no changes be made to the following Local Laws:</p> <ul style="list-style-type: none"> a. Standing Orders 09/10/2001 b. Shire of Wagin Extractive Industries Local Law 12/07/2016 c. Local Law Relating to Pest Plants 10/05/2002 d. Unsightly Land and Refuse, Rubbish or Disused Material on Land Local Law 02/05/2008 e. Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 04/12/2001 f. Cemeteries Local Law 04/12/2001 g. Control of Refuse on Building Sites 04/12/2001 h. Fencing Local Law 04/12/2001 i. Local Government Property Local Law 04/12/2001 j. Dogs Local Laws 04/12/2001 <p>2.Propose that the following Local Laws be amended as per the relevant attachments</p> <ul style="list-style-type: none"> a.Health Local Laws 09/04/2002 <p>3.Propose that the following Local Law be adopted:</p> <ul style="list-style-type: none"> a.Shire of Wagin Bushfire Brigades Local Law <p>4.Propose that the following Local Law be repealed:</p> <ul style="list-style-type: none"> a.General and Halls 27/07/1923 <p>5.Provide a copy of all Local Laws, proposed amendments, proposed repeals and proposed new Local Laws listed above, on the Shire of Wagin website and made available for viewing at the Shire of Wagin Administration Office and Wagin Library</p> <p>6.Advertise that submissions regarding these Local Law changes will be accepted until close of business on the 15th of January 2021</p>	Advertising of Repeal, Adoption and Amendments underway.	



21 November 2020	4448	CEO/EA	<i>Draft Local Government (Administration) Amendment Regulations - Model Standards for CEO Recruitment, Performance and Termination</i>	New Action: That Council endorses WALGA's position on the <i>Draft Local Government (Administration) Amendment Regulations - Model Standards for CEO Recruitment, Performance and Termination</i>	New Comment: Submitted comments to WALGA	
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HEALTH, BUILDING AND PLANNING

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
26 Mar 2013	2129	CEO	Future Accommodation Requirements – Library/Gallery/Tourist information HACC	CEO to seek concept plans for alternative future venues.	Enquiry initiated for use of the Courthouse. Refer to November Agenda item.	Refer #3776 Fin & Admin
21 November 2020	4441	CEO	Future use of Wagin Courthouse	New Action: That Council advise the Department of Planning, Lands and Heritage that it seeks to hold a Management Order over Reserve 46814 with power to lease and that the Shire utilise the building for public purposes and office premises.		
20 Nov 2018	3928	DCEO	Wagin Sportsground and Recreation precinct development plan	That Council appoint CCS Strategic and ADC Projects to undertake the Wagin Sportsground and Recreation precinct planning project on the following basis: undertake stage 1 – needs assessment in 2018/2019 for \$24,200 plus on costs and subject to Council approval undertake stage 2 – feasibility study in accordance with quoted figure in 2019/20220	Sportsground & Recreation Precinct Masterplan report was presented to Final Community Meeting. Some changes were requested. Masterplan will be changed and presented to the August Council Meeting for endorsement.	Phase 1 in progress, and report to be presented to Council
26 March 2019	3973			That Council give approval for CCS Strategic and ADC Projects to undertake the Wagin Sportsground and Recreation Precinct Plan Stage 2 – Feasibility Study	Final Report to be adopted by Council at August Meeting	Phase 1 report completed, presentation to Council 27/06/2019. Phase 2 in progress
25 Feb 2020	4200			That Council Receive and Endorse the Sportsground & Recreation Precinct Masterplan	Final Masterplan adopted by Council and has been distributed to the Community. Staff will now engage a contractor to carry out site survey and report back to	



				feasibility study report, endorse masterplan option 5 and issue the report for further community comment.	Council.	
2 Sept 2019	4094	CEO/CD	Wagin Vintage Caravan Museum (proposed)	That Council give in principle support to the establishment of the Wagin Vintage Caravan Museum and that Council support the use of the Exhibition shed in November 2019 to accommodate the display of vintage caravans at the same time as this years Albany Caravan Show	Exhibition Shed available other than when required by Woolarama. Further direction to be determined.	
2 Sept 2019	4096	Town Planner	Land Tenure options for new telecommunications infrastructure (mobile phone base station)	That Council request the Land Division – DPLH to arrange transfer of Shire of Wagin’s interest in lot 331 to the State for re-vesting back into Crown Estate, with the majority of the balance of the portion of lot 331 as Crown reserve with a management order issued in favour of the Shire of Wagin for showground and recreational purposes, and to lease portion directly to Telstra to enable Telstra Corp to construct a new mobile phone base station on portion of lot 331 Ballagin Street in accordance with conditions of development approval 21 August 2018	Project delayed due to Telstra prioritising replacement of infrastructure damaged in Eastern States bushfires. Indication from Telstra (June 2020) that this is being progressed with expected completion in early 2021	Could be 2 years before tower is erected 2020. Some land tenure issues that need to be followed up.



HEALTH, BUILDING AND PLANNING

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
28 April 2020	4267	Exurban Rural & Regional Planning	Road Closure & Land Acquisition Request / Lot 2 (170) Bolts Road, Wagin	1. That Council initiate the process required under the land administration Act and land regulations to permanently close the road to allow the road reserve to be acquired for amalgamation. 2. Advertise the road closure proposal for a minimum of 35 days, provide written notification of the proposal to adjoining and potentially affected land owners then asses all submission, prepare final report and recommendation to Council on whether to proceed with the proposal by written submission to the Department of Lands for consideration and final determination by the Minister for Lands.	Minister requested to grant approval Approval from Regional Officer required and initiated.	Advertising Completed
22 September 2020	4399	EHOB	Development Application – Proposed Oversized Shed	That the development application submitted by Mr Chris Norwell (Landowner) to construct and use a new 164m2 shed on Lot 1 (No.7) Unit Street, Wagin for the storage of personal equipment be APPROVED	Awaiting Engineer confirmation prior to issuing Building Permit	



WORKS AND SERVICES

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
24 March 2020	4228	MOW	Truck Parking Area – Collie Lake King Road	That Council design and cost a truck parking bay at lot 436 Collie Lake King Road.	Refer to November Minutes.	
23 June 2020	4298	MOW	Traffic Islands- Ventnor Street	That budget provision of \$5,000 be made for traffic islands to be installed in Ventnor Street, between Tudhoe Street and Vernal Street. The profile of the proposed islands to be carried out by way of sandbagging during harvest to Main Roads specifications, to ascertain their probable impact, prior to them being installed.	New Comment: Islands sandbagged	
28 July 2020	4325	CEO/EA	Water Bomber Infrastructure at Airfield	That the proposal to provide water bomber infrastructure at the Wagin Airfield be progressed and that a grant application for contributory funding through the Regional Airports Development Scheme be submitted.	Application submitted for RADs Funding Round 2021/23 by EA on 04/08/2020	



WORKS AND SERVICES

Date	Resolution #	Officer	Description	Action	Status	Questions & Comments
25 August 2020	4352	MOW	Works and Services Committee Action Items	2. That the parking area at the cemetery be defined by a pine log fence to extend north – south from the perimeter of where graves are located to the adjacent paddock, immediately west of the newly constructed shelter (and excluding the roadway) and west from the abovementioned fence, along the perimeter of where the graves are located up to the roadway on the west side (third entrance) of the cemetery.	Pine logs ordered as per council resolution October 2020.	
25 August 2020	4355	DCEO	Ticket Box	That Council approve a 2.5 metre x 2 metre brick ticket box be built with a covering 5 metre x 4 metre gable roof patio at the south western corner of the Sportsground entrance. The new ticket box and shelter will be fixed, however there will be provision to move part of the structure if required.	New Comment: Construction of Ticket Box awarded to Ryan Scardetta. Work will commence in late January/February 2021.	
27 October 2020	4427	CEO/MOW	Wagin Golf Club Boundary Fence	That approval be granted to the Wagin Golf Club Inc to erect a fence along the northern boundary of the Golf Course and for the Shire to provide assistance by way of clearing the fenceline.	Programmed for February 2021	



27 October 2020	4429	DCEO	Cricket Pitch Upgrade	That Council upgrade the cricket pitch at the Wagin Sportsground within the 2020/21 budget allocation of \$10,000	Concrete base poured, pitch base curing, cricket club completing remedial works to grass area surrounding the pitch. Synthetic Turf to be laid in 3 rd week of December	
21 November 2020	4445	CEO/MOW	Tavistock Street Crossing	<p>New Action: That Council endorse the actions taken to remove the identified pedestrian crossing in Tavistock Street and removal of “Crossing Ahead” signage.</p> <p>That investigations be carried out with respect to installing further traffic calming measures in the vicinity.</p>	<p>New Comment: Crossing signs removed from poles, white lines painted over.</p>	
21 November 2020	4453	DCEO	Swimming Pool Vacuum Cleaner	<p>New Action: That Council approve unbudgeted expenditure of \$14,900 plus GST to purchase a new Dolphin Wave 300 Swimming Pool vacuum cleaner from Shenton Pumps, to be funded from the Recreation Development Reserve.</p>	<p>New Comment: Completed, Vacuum Cleaner purchased and working well.</p>	



11. FINANCIAL REPORTS

11.1. FINANCIAL REPORTS – NOVEMBER 2020

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Manager of Finance
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	10 December 2020
PREVIOUS REPORT(S):	19 November 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	FM.FI.1
ATTACHMENTS:	<ul style="list-style-type: none">• Monthly Financial Report• Payments List (under separate cover)

OFFICER RECOMMENDATION/4460 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr B S Hegarty

That Council adopts the Financial Reports for the period ending 30 November 2020 as presented.

Carried 8/0

OFFICER RECOMMENDATION/4461 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick

Seconded Cr D I Atkins

That EFT Payments EFT10122 – EFT10172, EFT10180 – EFT10227, EFT10231 – EFT10234 Cheque Payments 5405 – 5419 and Direct Debit Payments from the Municipal Account totalling \$452,215.84 and EFT Payment EFT10173 – EFT10179, EFT10228 – EFT10230 Cheque Payments 2570 – 2572 from the Trust Account totalling \$2,110.53 for the month of November 2020 be endorsed and accepted for payment.

Carried 8/0

BRIEF SUMMARY

The financial statements and list of account payments are attached for Council to adopt.

BACKGROUND/COMMENT

The financial statements for November 2020 with corresponding list of account payments are attached for Council to adopt.

The Local Government (Financial Management) Regulations 1996 requires the Council is to be presented with a Statement of Financial Activity each month.



****Gentle Reminder – The Chief Executive Officer has requested that Councillors with queries relating to the payments made please direct them to staff for a response prior to the Council meeting****

The financial position of the Shire remains strong with cashflows from grants and rates tracking on schedule.

The Adjusted Net Current Assets figure at the 30th of November 2020 is \$2,676,941 compared to \$2,552,423 in 2019. This figure includes the contract assets and liabilities (listed as income and expenses in advance) as per Australian Accounting Standard AASB 15. The grant income is recognised as revenue when expenditure occurs due to specific performance obligations.

Rates received as at the end of November amounted to \$2,308,345 or 88% which compares with 86% at the same time last year. State road funds have been recouped as soon as practicable with the Direct Grant and 40% of Road Project Grants applied for and received. Also of note is the initial \$174k for the LRCIP projects has been received.

The Shire has a total of \$4,035,554 invested in interest bearing accounts which are currently earning interest of 0.2% on Treasury OCDF (\$2,378,155) and 0.64% on Reserve Term Deposit (\$1,657,399). In our current economic climate interest rates are dismal almost to the point of non-existent. The term deposit interest rates with Treasury are less than the on-call account therefore funds will remain where they are for the time being.

The sundry debtor situation continues to be closely monitored with action having been initiated to follow through to recover long outstanding amounts and through entering payment arrangements where applicable, for those debtors having trouble.

The Office of the Auditor General have finalised the audit. An Audit Committee Meeting could have been held this month but it was decided to postpone until February 2021 to avoid harvest and Annual Electors Meeting timing implications. It is currently planned that the Audit Committee Meeting will be held on the 4th of February 2021 with the view of taking the Audited Annual Financials, Audit Report and Annual Report to the Ordinary Meeting of Council in February 2021. This would then allow the Annual Electors Meeting to be held prior to the March 2021 Ordinary Meeting of Council.

CONSULTATION/COMMUNICATION

Nil

STATUTORY/LEGAL IMPLICATIONS

Local Government (Financial Management) Regulations 1996

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

SHIRE OF WAGIN
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 30 November 2020

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

KEY INFORMATION

Items of Significance

The material variance adopted by the Shire of Wagin for the 2020/21 year is \$20,000. A full listing and explanation of all items considered of material variance is disclosed in Note 2. The following selected items highlight significant income and expenditure for the 2020/21 financial year.

	% Completed	Annual Budget	YTD Actual
Capital Expenditure			
Buildings	0%	20,000	0
Plant & Equipment	24%	523,000	124,746
Furniture & Equipment	6%	173,837	10,559
Infrastructure - Roads	18%	1,122,464	202,559
Footpaths	3%	121,962	3,200
Infrastructure - Other	29%	670,250	191,147
Grants, Subsidies and Contributions			
Operating Grants, Subsidies and Contributions	55%	1,296,447	711,134
Non-operating Grants, Subsidies and Contributions	47%	919,823	436,774
Rates Levied	99%	2,380,726	2,368,573

% Compares current ytd actuals to annual budget

Financial Position	* Note	This Time Last Year 30 Nov 2019	Year to Date Actual 30 Nov 2020
Adjusted Net Current Assets	105%	\$ 2,552,423	\$ 2,676,941
Cash and Equivalent - Unrestricted	130%	\$ 2,185,555	\$ 2,836,003
Cash and Equivalent - Restricted	120%	\$ 1,380,038	\$ 1,657,399
Receivables - Rates	86%	\$ 426,953	\$ 366,073
Receivables - Other	74%	\$ 259,855	\$ 191,756
Payables	95%	\$ 329,846	\$ 313,133

** Note: Compares current ytd actuals to prior year actuals at the same time*

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 December 2020
Prepared by: Manager of Finance
Reviewed by: Deputy Chief Executive Officer

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34 . Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities and to the extent they are not in-consistent with the Local Government Act 1995 and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the 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

SIGNIFICANT ACCOUNTING POLICES

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

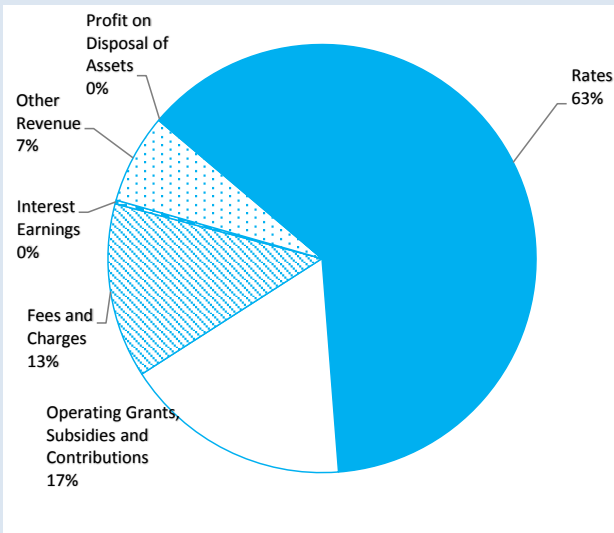
CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

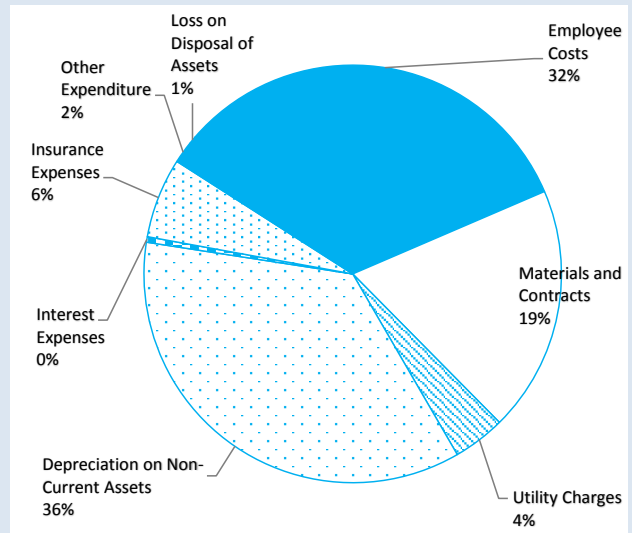
ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

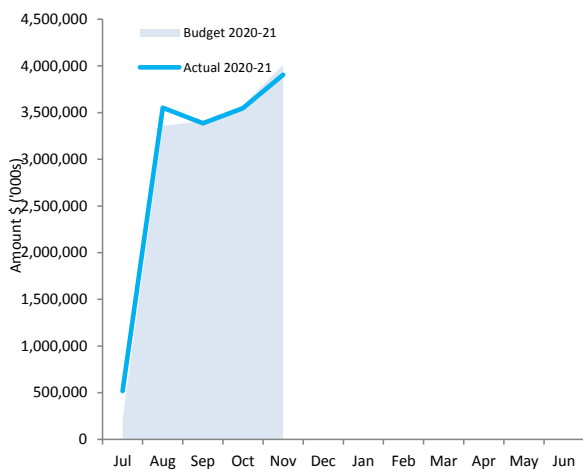
OPERATING REVENUE



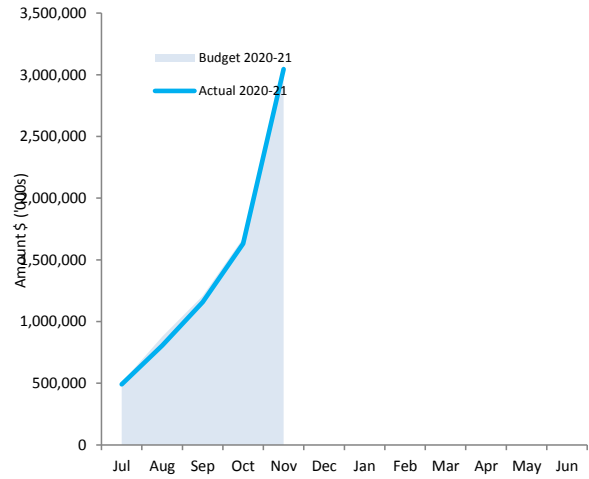
OPERATING EXPENSES



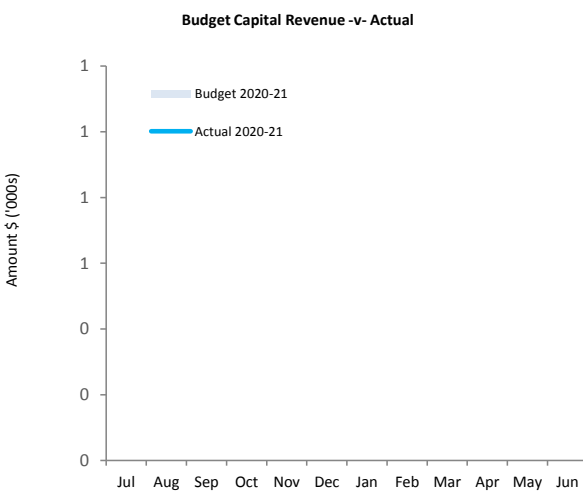
Budget Operating Revenues -v- Actual



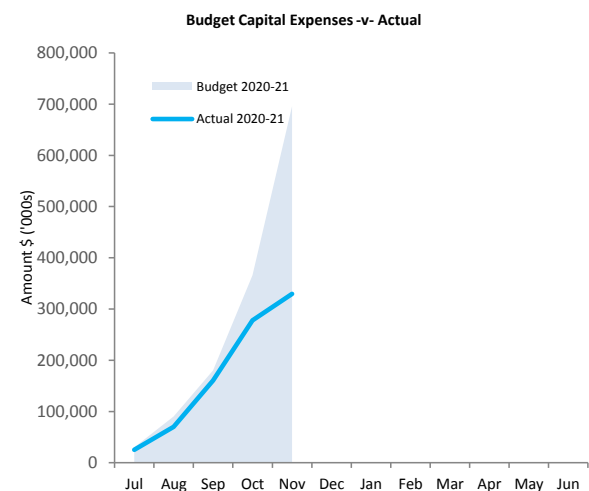
Budget Operating Expenses -v-YTD Actual



CAPITAL REVENUE



CAPITAL EXPENSES



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

STATUTORY REPORTING PROGRAMS

City operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME	OBJECTIVE	ACTIVITIES
GOVERNANCE	To provide a decision making process for the efficient allocation of scarce resources.	Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.
GENERAL PURPOSE FUNDING	To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY	To provide services to help ensure a safer and environmentally conscious community.	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
HEALTH EDUCATION AND WELFARE	To provide an operational framework To provide services to disadvantaged persons, the elderly, children and youth.	Inspection of food outlets and their control, provision of Maintenance of child minding centre, playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.
HOUSING	To provide and maintain elderly residents housing.	Provision and maintenance of elderly residents housing.
COMMUNITY AMENITIES	To provide services required by the community.	Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.
RECREATION AND CULTURE	To establish and effectively manage infrastructure and resource which will help the social well being of the community.	Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.
TRANSPORT ECONOMIC SERVICES	To provide safe, effective and To help promote the City and its economic wellbeing.	Construction and maintenance of roads, streets, footpaths, Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.
OTHER PROPERTY AND SERVICES	To monitor and control City overheads operating accounts.	Private works operation, plant repair and operation costs and engineering operation costs.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

STATUTORY REPORTING PROGRAMS

	Ref Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var.
		\$	\$	\$	\$	
Opening Funding Surplus(Deficit)	1(b)	1,126,116	1,126,116	1,122,347	(3,769)	
Revenue from operating activities						
Governance		6,000	3,085	375	(2,710)	
General Purpose Funding - Rates	5	2,380,727	2,377,811	2,368,573	(9,238)	
General Purpose Funding - Other		899,685	499,029	489,958	(9,071)	
Law, Order and Public Safety		180,991	67,220	73,937	6,717	
Health		60,132	24,100	24,591	491	
Education and Welfare		404,715	212,898	203,034	(9,864)	
Community Amenities		364,325	328,825	335,768	6,943	
Recreation and Culture		95,113	24,500	34,549	10,049	
Transport		227,480	159,853	159,991	138	
Economic Services		226,700	84,455	67,795	(16,660)	
Other Property and Services		110,900	46,505	38,473	(8,032)	
		4,956,768	3,828,281	3,797,044		
Expenditure from operating activities						
Governance		(448,060)	(247,608)	(180,890)	66,718	▲
General Purpose Funding		(386,202)	(160,674)	(179,330)	(18,657)	
Law, Order and Public Safety		(298,841)	(118,812)	(116,489)	2,323	
Health		(244,376)	(96,757)	(100,503)	(3,746)	
Education and Welfare		(455,086)	(200,789)	(216,480)	(15,691)	
Community Amenities		(564,900)	(234,543)	(225,665)	8,878	
Recreation and Culture		(1,330,731)	(532,381)	(540,498)	(8,117)	
Transport		(2,677,076)	(1,177,716)	(1,235,868)	(58,152)	▼
Economic Services		(388,758)	(155,108)	(125,511)	29,597	▲
Other Property and Services		(354,213)	(152,433)	(124,465)	27,968	▲
		(7,148,243)	(3,076,821)	(3,045,699)		
Operating activities excluded from budget						
Add Back Depreciation		2,566,921	1,069,560	1,089,850	20,290	▲
Adjust (Profit)/Loss on Asset Disposal	6	(17,992)	0	11,236	11,236	
Adjust Provisions and Accruals		0	0	(23,109)	(23,109)	▼
Amount attributable to operating activities		357,454	1,821,021	1,829,321		
Investing Activities						
Non-operating Grants, Subsidies and Contributions	10	919,823	180,504	108,495	(72,009)	▼
Proceeds from Disposal of Assets	6	195,000	195,000	167,728	(27,272)	▼
Capital Acquisitions	7	(2,631,513)	(695,815)	(532,212)	163,603	▲
Amount attributable to investing activities		(1,516,690)	(320,311)	(255,989)		
Financing Activities						
Self-Supporting Loan Principal		19,333	0	9,594	9,594	
Transfer from Reserves	9	267,278	0	0	0	
Repayment of Debentures	8	(67,403)	(1,128)	(27,244)	(26,116)	▼
Transfer to Reserves	9	(186,088)	0	(1,089)	(1,089)	
Amount attributable to financing activities		33,120	(1,128)	(18,739)		
Closing Funding Surplus(Deficit)	1(b)	0	2,625,698	2,676,941		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020/21 financial year is \$20,000.

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

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

BY NATURE OR TYPE

	Ref Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var.
		\$	\$	\$	\$	
Opening Funding Surplus (Deficit)	1(b)	1,126,116	1,126,116	1,122,347	(3,769)	
Revenue from operating activities						
Rates	5	2,380,726	2,377,811	2,368,573	(9,238)	
Operating Grants, Subsidies and Contributions	10	1,296,447	688,736	651,560	(37,176)	▼
Fees and Charges		778,680	495,963	501,104	5,141	
Interest Earnings		52,063	18,936	10,720	(8,216)	
Other Revenue		430,860	246,835	257,118	10,283	
Profit on Disposal of Assets	6	17,992	0	7,969	7,969	
		<u>4,956,768</u>	<u>3,828,281</u>	<u>3,797,043</u>		
Expenditure from operating activities						
Employee Costs		(2,533,808)	(1,029,985)	(979,219)	50,766	▲
Materials and Contracts		(1,281,814)	(574,182)	(580,354)	(6,172)	
Utility Charges		(372,039)	(137,176)	(123,478)	13,698	
Depreciation on Non-Current Assets		(2,566,921)	(1,069,560)	(1,089,850)	(20,290)	▼
Interest Expenses		(31,391)	(13,080)	(12,993)	87	
Insurance Expenses		(187,283)	(187,283)	(188,894)	(1,611)	
Other Expenditure		(174,987)	(65,555)	(51,707)	13,848	
Loss on Disposal of Assets	6	0	0	(19,204)		
		<u>(7,148,243)</u>	<u>(3,076,821)</u>	<u>(3,045,698)</u>		
Operating activities excluded from budget						
Add back Depreciation		2,566,921	1,069,560	1,089,850	20,290	▲
Adjust (Profit)/Loss on Asset Disposal	6	(17,992)	0	11,236	11,236	
Adjust Provisions and Accruals		0	0	(23,109)	(23,109)	▼
Amount attributable to operating activities		357,454	1,821,021	1,829,321		
Investing activities						
Non-operating grants, subsidies and contributions	10	919,823	180,504	108,495	(72,009)	▼
Proceeds from Disposal of Assets	6	195,000	195,000	167,728	(27,272)	▼
Capital acquisitions	7	(2,631,513)	(695,815)	(532,212)	163,603	▲
Amount attributable to investing activities		(1,516,690)	(320,311)	(255,988)		
Financing Activities						
Self-Supporting Loan Principal		19,333	0	9,594	9,594	
Transfer from Reserves	9	267,278	0	0	0	
Repayment of Debentures	8	(67,403)	(1,128)	(27,244)	(26,116)	▼
Transfer to Reserves	9	(186,088)	0	(1,089)	(1,089)	
Amount attributable to financing activities		33,120	(1,128)	(18,739)		
Closing Funding Surplus (Deficit)	1(b)	0	2,625,698	2,676,941		

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

SIGNIFICANT ACCOUNTING POLICIES

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.

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 City has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the City expects to pay and includes related on-costs.

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

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method.

Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the City does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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.

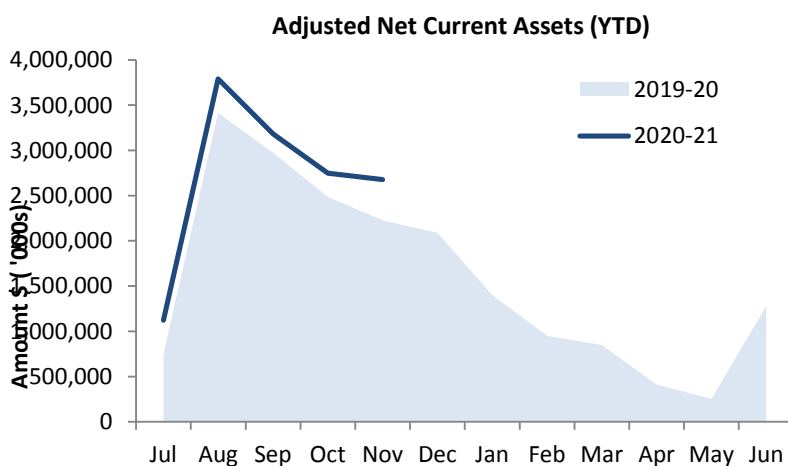
	Ref Note	Last Years Closing 30 June 2020	This Time Last Year 30 Nov 2019	Year to Date Actual 30 Nov 2020
		\$	\$	\$
Adjusted Net Current Assets				
Current Assets				
Cash Unrestricted	3	1,246,490	2,185,555	2,827,803
Cash Restricted	3	1,680,778	1,380,038	1,657,399
Receivables - Rates	4	63,810	426,953	366,073
Receivables - Other	4	136,401	259,855	191,756
Loans receivable		19,333	18,758	19,333
Interest / ATO Receivable		0	0	0
Accrued Income / Expenses In Advance		29,241	0	2,022
Inventories		38,574	46,978	38,574
		3,214,627	4,318,136	5,102,960
Less: Current Liabilities				
Payables		(247,789)	(329,846)	(313,133)
Accrued Expenses / Income In Advance		(107,308)	0	(399,083)
Regional Refuse Group Accrued Funds		(37,071)	(37,071)	(37,071)
Provisions - Loans, Annual & Long Service Leave		(376,307)	(354,724)	(349,063)
		(768,476)	(721,641)	(1,098,351)
Unadjusted Net Current Assets		2,446,151	3,596,495	4,004,610
Adjustments and exclusions permitted by FM Reg 32				
Less: Cash reserves	3	(1,680,778)	(1,380,038)	(1,657,399)
Less: Loans receivable		(19,333)	(18,758)	(19,333)
Add: Provisions - Loans, Annual & Long Service Leave		376,307	354,724	349,063
Adjusted Net Current Assets		1,122,347	2,552,423	2,676,941

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



This Year YTD

Surplus(Deficit)

\$2.68 M

Last Year YTD

Surplus(Deficit)

\$2.55 M

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**NOTE 2
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2020/21 financial year is \$20,000.

Reporting Program	Var. \$	Var.	Timing/ Permanent	Explanation of Variance
	\$			
Expenditure from operating activities				
Governance	66,718	▲	Timing	Admin Salaries and Computer Support under YTD Budget pending IT Support invoice.
Transport	(58,152)	▼	Timing	Rural Tree Pruning higher than YTD Budget.
Economic Services	29,597	▲	Timing	Standpipe Water Expenses lower than budget for - offset by lower income.
Other Property and Services	27,968	▲	Timing	Council Housing Maintenance and Community Requests/Donations/Sponsorship under YTD budget.
Investing Activities				
Non-operating Grants, Subsidies and Contributions	(72,009)	▼	Permanent	Main Roads Bridge Funding which has been carried forward from 18/19 is not budgeted for but will be offset by the Capital Expenditure.
Proceeds from Disposal of Assets	(27,272)	▼	Permanent	Proceeds from Grader disposal less than anticipated.
Capital Acquisitions	163,603	▲	Timing	Capital Works Program under YTD budget - works staff currently concentrating on town projects.

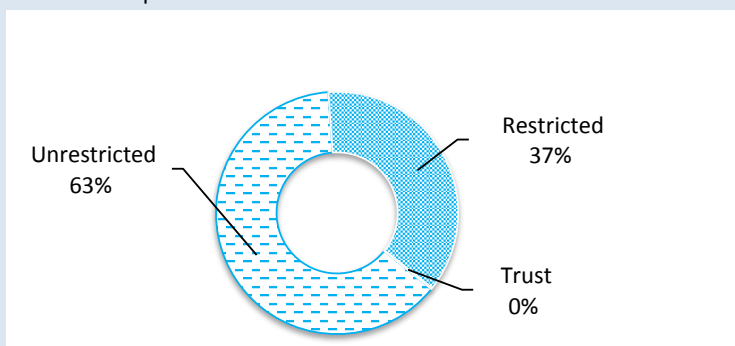
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**OPERATING ACTIVITIES
NOTE 3
CASH AND INVESTMENTS**

Cash and Investments	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash and Floats	1,350			1,350	N/A	Nil	On Hand
At Call Deposits							
Municipal Fund	430,848			430,848	NAB	Nil	At Call
Overnight Cash Deposit Facility	2,378,155			2,378,155	Treasury	0.20%	At Call
Restricted Funds Account	25,651			25,651	NAB	Nil	At Call
Trust Fund			8,200	8,200	NAB	Nil	At Call
Term Deposits							
Municipal Investment - Term Deposit		1,657,399		1,657,399	NAB	0.64%	27-Dec-20
Total	2,836,003	1,657,399	8,200	4,501,603			

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.



KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

Total Cash	Unrestricted
\$4.5 M	\$2.84 M

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Rates Receivable	30 June 2020	30 November 2020
	\$	\$
Opening Arrears Previous Years	56,891	63,810
Levied this year	2,592,059	2,610,608
Less Collections to date	(2,585,140)	(2,308,345)
Equals Current Outstanding	63,810	366,073
Net Rates Collectable	63,810	366,073
% Collected	99.73%	0.00%

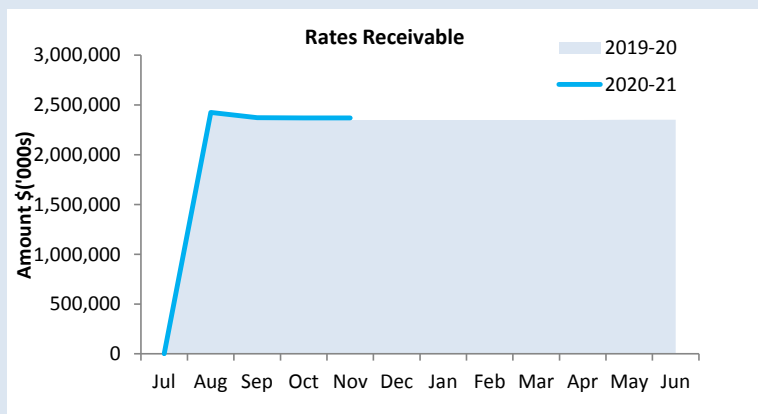
Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	155,757	5,650	7,748	25,102	194,256
Percentage	80%	3%	4%	13%	
Balance per Trial Balance					
Sundry debtors					194,256
Loans receivable - clubs/institutions					19,333
Doubtful Debtors					(2,500)
Total Receivables General Outstanding					211,089
Amounts shown above include GST (where applicable)					

KEY INFORMATION

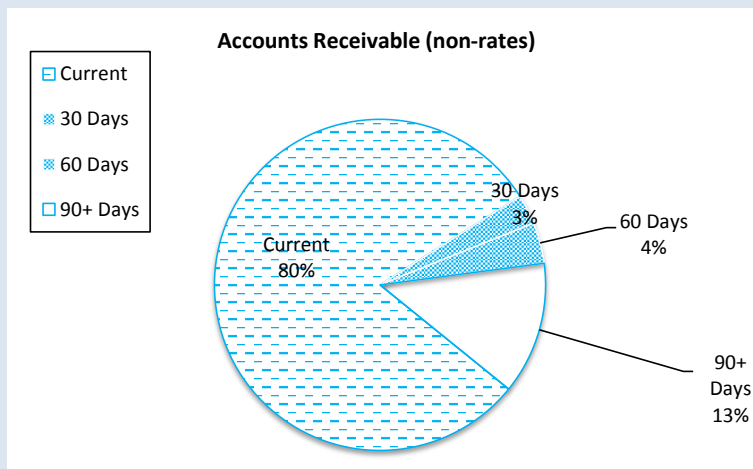
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Collected	Rates Due
0%	\$366,073



Debtors Due
\$211,089
Over 30 Days
20%
Over 90 Days
13%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**OPERATING ACTIVITIES
NOTE 5
RATE REVENUE**

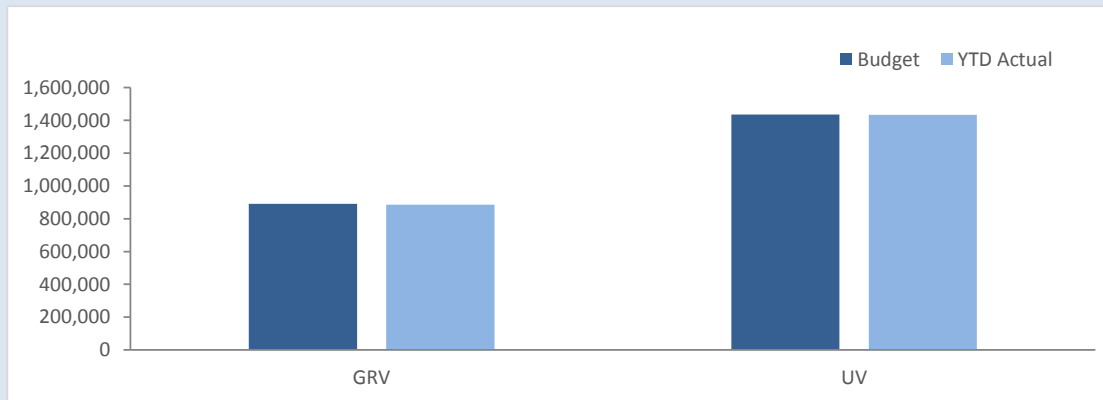
General Rate Revenue

RATE TYPE	Rate in	Number of Properties	Rateable Value	Budget			YTD Actual				
				Rate Revenue	Interim Rate	Back Rate	Rate Revenue	Interim Rates	Back Rates	Total Revenue	
	\$			\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV	0.111450	746	7,969,475	888,174	2,000	1,000	891,174	888,174	-2,721	-784	884,669
UV	0.006820	304	210,173,000	1,432,960	2,000	0	1,434,960	1,432,960	48	0	1,433,007
	Minimum \$										
GRV	580	144	280,029	83,520	0	0	83,520	83,520	0	0	83,520
UV	580	77	3,270,037	44,660	0	0	44,660	44,660	0	0	44,660
Sub-Totals		1,271	221,692,541	2,449,314	4,000	1,000	2,454,314	2,449,314	-2,673	-784	2,445,856
Discount							(86,105)				(89,801)
Amount from General Rates							2,368,209				2,356,055
Ex-Gratia Rates							12,517				12,517
Total General Rates							2,380,726				2,368,572

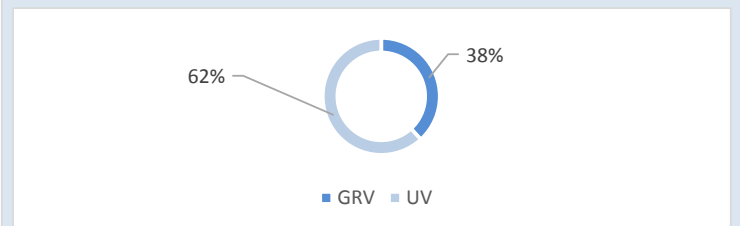
SIGNIFICANT ACCOUNTING POLICIES

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.

KEY INFORMATION



General Rates		
Budget	YTD Actual	%
\$2.37 M	\$2.36 M	99%

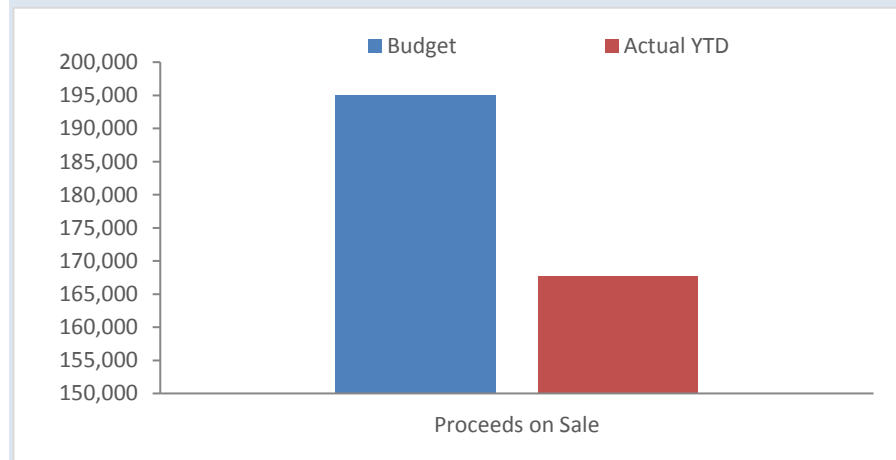


**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**OPERATING ACTIVITIES
NOTE 6
DISPOSAL OF ASSETS**

Asset Ref.	Asset Description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
P04	MOW Vehicle	20,055	30,000	9,945		20,647	27,727	7,081	
P10	Komatsu Grader	136,110	140,000	3,890		137,294	119,092		(18,202)
P24	Toyota Hilux Workmate Ttop	6,806	7,500	694		6,865	6,364		(501)
P25	Toyota Hilux Workmate Ttop Tipper	7,231	10,000	2,769		7,294	8,182	888	
P85	Toyota Hilux Workmate Ttop	6,806	7,500	694		6,865	6,364		(501)
		177,008	195,000	17,992	0	178,964	167,728	7,969	(19,204)

KEY INFORMATION



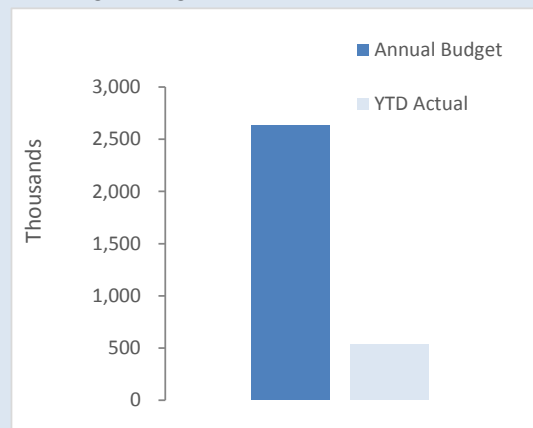
Proceeds on Sale		
Budget	YTD Actual	%
\$195,000	\$167,728	86%

Capital Acquisitions	Annual Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$
Buildings	(20,000)	0	0	0
Plant & Equipment	(523,000)	(123,000)	(124,746)	(1,746)
Furniture & Equipment	(173,837)	(5,565)	(10,559)	(4,994)
Infrastructure - Roads	(1,122,464)	(360,000)	(202,559)	157,441
Footpaths	(121,962)	0	(3,200)	(3,200)
Infrastructure - Other	(670,250)	(207,250)	(191,147)	16,103
Capital Expenditure Totals	(2,631,513)	(695,815)	(532,212)	163,603
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	919,823	180,504	436,774	256,270
Other (Disposals & C/Fwd)	195,000	0	167,728	167,728
Cash Backed Reserves				
Plant Replacement Reserve	28,000	0	0	0
Municipal Buildings Reserve	50,000	0	0	0
Recreation Development Reserve	30,000	0	0	0
Electronic Sign Reserve	66,272	0	0	0
Sportsground Precinct Redevelopment Reserve	70,000	0	0	0
Contribution - operations	1,272,418	515,311	(72,290)	(587,601)
Capital Funding Total	2,631,513	695,815	532,212	(163,603)

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



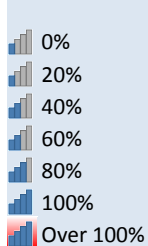
Acquisitions	Annual Budget	YTD Actual	% Spent
	\$2.63 M	\$0.53 M	20%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$0.92 M	\$0.44 M	47%

Level of completion indicator, please see table at the end of this note for further detail.

	Account Number	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Capital Expenditure					
Buildings					
	Solar Panels - Admin Office	E167744	(20,000)	0	0
			(20,000)	0	0
Plant & Equipment					
	MOW Vehicle (P04)	PE2101	(48,000)	(38,000)	(47,991)
	Komatsu Grader (P10)	PE2102	(390,000)	0	0
	Toyota Hilux Workmate Ttop (P24)	PE2103	(27,500)	(27,500)	(23,692)
	Toyota Hilux Workmate Ttop (P25)	PE2104	(30,000)	(30,000)	(29,396)
	Toyota Hilux Workmate Ttop (P85)	PE2105	(27,500)	(27,500)	(23,667)
			(523,000)	(123,000)	(124,746)
					(1,746)
Furniture & Equipment					
	IT Upgrade Project	E167742	(20,000)	0	0
	CCTV Upgrade	E167110	(52,565)	(565)	(594)
	Electronic Advertising Sign	FE2101	(66,272)	0	0
	Community Centre - Park Furniture	FE2102	(30,000)	0	(5,273)
	Depot Hoist	E167763	(5,000)	(5,000)	(4,692)
			(173,837)	(5,565)	(10,559)
					(4,994)
Infrastructure - Roads					
	Capital Works Program	E167103	(1,122,464)	(360,000)	(202,559)
			(1,122,464)	(360,000)	(202,559)
					157,441
Footpaths					
	Footpath Program	E167124	(121,962)	0	(3,200)
			(121,962)	0	(3,200)
					(3,200)
Infrastructure - Other					
	Cemetery Upgrade	E167191	(8,000)	0	0
	Community Centre/RSL Park Development	E167125	(20,000)	(20,000)	(15,430)
	Cricket Pitch - Replacement of Existing	IO2101	(15,000)	(3,000)	(761)
	Giant Ram Painting	IO2102	(25,000)	(31,000)	(27,060)
	Sportsground Precinct Redevelopment	IO2103	(70,000)	(3,000)	(2,915)
	Ticket Box - Sportsground Entrance	IO2104	(10,000)	(250)	(189)
	Town Centre Development	IO2105	(180,000)	(105,000)	(100,233)
	Wetlands Park Upgrade	IO2106	(217,250)	(45,000)	(40,986)
	Airport Development	E167782	(50,000)	0	(227)
	Street Lighting	IO2107	(15,000)	0	(1,200)
	Townscape	IO2108	(60,000)	0	(2,145)
			(670,250)	(207,250)	(191,147)
					16,103
Capital Expenditure Total			(2,631,513)	(695,815)	(532,212)
					163,603

KEY INFORMATION

Level of Completion Indicators



Percentage YTD Actual to Annual Budget
Expenditure over budget highlighted in red.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

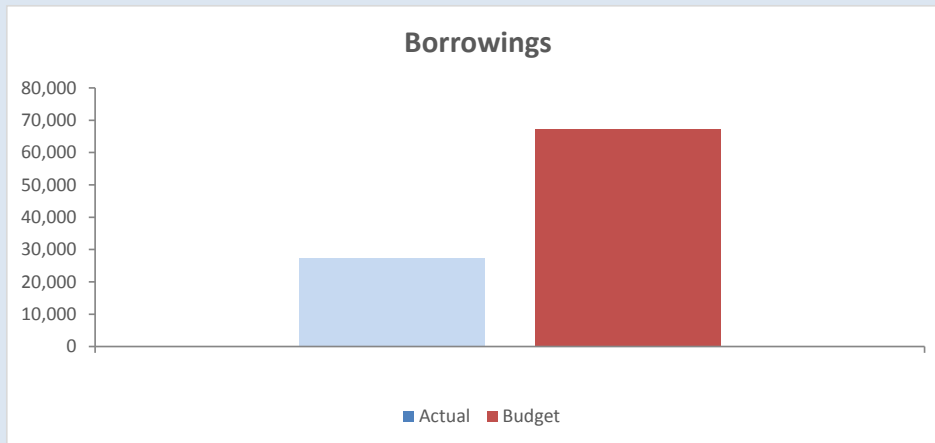
**FINANCING ACTIVITIES
NOTE 8
BORROWINGS**

Information on Borrowings Particulars	30 Jun 2020	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture									
Loan 131 - Recreation Centre Development	49,939	0	0	0	9,909	49,939	49,939	0	3,035
Loan 139 - Swimming Pool Redevelopment	214,622	0	0	6,576	13,322	208,046	214,622	5,442	10,715
Other Property and Services									
Loan 137 - Staff Housing	155,432	0	0	5,697	13,917	149,735	155,432	3,842	8,977
Loan 138 - Doctor Housing	76,891	0	0	5,377	10,922	71,515	76,891	2,411	4,653
	496,884	0	0	17,650	48,070	479,234	496,884	11,694	27,380
Self supporting loans									
Recreation and Culture									
Loan 141 - Wagin Ag Society (SSL)	136,749	0	0	9,594	19,333	127,155	136,749	2,079	4,011
	136,749	0	0	9,594	19,333	127,155	136,749	2,079	4,011
Total	633,633	0	0	27,244	67,403	606,389	633,633	13,773	31,391

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



Principal Repayments

\$27,244

Interest Earned

\$10,720

Reserves Bal

\$1.66 M

Interest Expense

\$13,773

Loans Due

\$.61 M

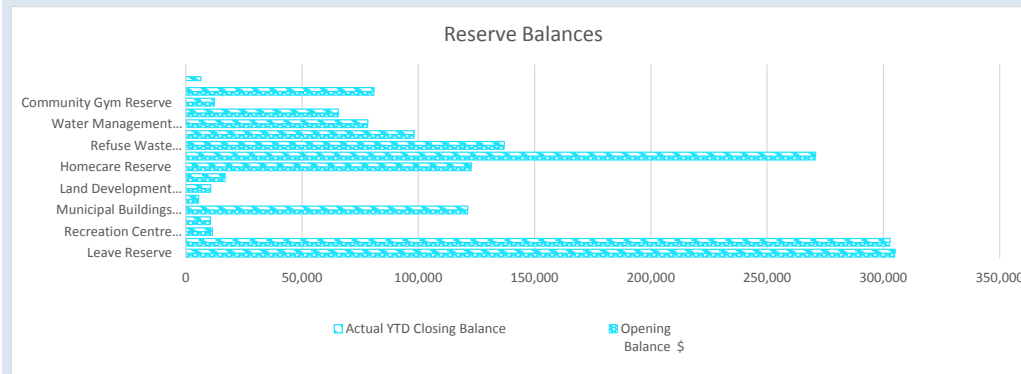
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020

FINANCING ACTIVITIES
NOTE 9
RESERVES

Cash Backed Reserve

Reserve Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	304,895	3,049	200	0	0	0	0	307,944	305,096
Plant Replacement Reserve	302,669	3,027	199	0	0	(28,000)	0	277,696	302,868
Recreation Centre Equipment Reserve	11,479	115	8	1,800	0	(2,000)	0	11,394	11,487
Aerodrome Maintenance & Development Reserve	10,630	106	7	7,900	0	0	0	18,636	10,637
Municipal Buildings Reserve	121,264	1,213	80	0	0	(50,000)	0	72,477	121,344
Admin Centre Furniture, Equipment & IT Reserve	5,516	55	4	5,000	0	0	0	10,571	5,519
Land Development Reserve	10,709	107	7	0	0	0	0	10,816	10,716
Community Bus Reserve	16,974	170	11	0	0	0	0	17,144	16,986
Homecare Reserve	122,789	1,228	81	0	0	(9,206)	0	114,811	122,870
Recreation Development Reserve	270,680	2,707	178	60,000	0	(35,000)	0	298,387	270,858
Refuse Waste Management Reserve	136,947	1,369	90	19,825	0	0	0	158,141	137,037
Refuse Site Rehabilitation Reserve	98,142	981	65	20,000	0	0	0	119,123	98,206
Water Management Reserve	78,255	783	51	0	0	(5,000)	0	74,038	78,306
Electronic Sign Reserve	65,616	656	43	0	0	(66,272)	0	0	65,659
Community Gym Reserve	12,337	123	8	0	0	(1,800)	0	10,660	12,345
Sportsground Precinct Redevelopment Reserve	80,906	809	53	50,000	0	(70,000)	0	61,715	80,960
Emergency/Bushfire Control Reserve	6,500	65	4	0	0	0	0	6,565	6,504
Community Events Reserve	0	0	0	5,000	0	0	0	5,000	0
	1,656,310	16,563	1,089	169,525	0	(267,278)	0	1,575,120	1,657,399

KEY INFORMATION



Grants and Contributions

		Annual Budget	YTD Budget	YTD Actual	YTD Variance
Operating grants, subsidies and contributions					
General Purpose Funding					
Grants Commission - General	1032005	455,916	227,958	220,985	(6,973)
Grants Commission - Roads	1032010	219,016	109,508	112,425	2,917
Law, Order and Public Safety					
DFES Grant - Operating Bush Fire Brigade	1051010	56,550	28,275	27,539	(736)
DFES Grant - MAF Funding	1051070	55,250	0	27,625	27,625
DFES Grant - Operating SES	1051075	29,140	14,570	27,308	12,738
Education and Welfare					
HACC Recurrent Grant	1082010	317,000	172,085	148,612	(23,473)
Recreation and Culture					
Volunteering WA	1119030	1,000	0	0	0
WA Police Force - Christmas Street Carnival	1119031	0	0	3,300	3,300
Develop Disability Council - Christmas Street Carnival	1119031	0	0	1,000	1,000
NADC - Australia Day Messaging & Branding	1119031	0	0	1,000	1,000
NADC - Australia Day 2021 COVID Safe Grants Program	1119031	0	0	20,000	20,000
Transport					
Direct Road Grants	1121005	121,340	121,340	121,340	0
Regional Airports Development Scheme (RADs)	1126015	30,000	15,000	0	(15,000)
Operating Contributions					
Contribution to New Cricket Pitch	1113025	5,000	0	0	0
Rec Centre Equipment Contributions	1113030	1,800	0	0	0
Contribution to Woolorama	1119015	1,000	0	0	0
Contribution - St Lighting	1121025	3,435	0	0	0
Operating grants, subsidies and contributions Total		1,296,447	688,736	711,134	22,398
Non-operating grants, subsidies and contributions					
Community Amenities					
Contributions to Cemetery Upgrade	1107025	8,000	8,000	0	(8,000)
Recreation and Culture					
Wetlands Park Playground Upgrade Contribution	1113040	33,200	0	0	0
Electronic Sign Contributions	1119020	0	0	5,000	5,000
Transport					
Road Project Grants	1121010	307,605	46,141	123,042	76,901
Roads To Recovery Grant	1121015	222,056	74,019	60,000	(14,019)
Main Roads Bridge 18/19 Funding	1121076	0	0	74,251	74,251
LRCIP Funding	1121076	348,962	52,344	174,481	122,137
Non-operating grants, subsidies and contributions Total		919,823	180,504	436,774	256,270
Grand Total		2,216,270	869,240	1,147,908	278,668

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2020**

**NOTE 11
OTHER FUNDS**

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

Description	TRUST ACCOUNT			
	Opening Balance 01 Jul 2020	Amount Received	Amount Paid	Closing Balance 30 Nov 2020
	\$	\$	\$	\$
In Lieu of Public Open Space	8,200	0	0	8,200
	8,200	0	0	8,200

Description	CASH MAXIMISER ACCOUNT			
	Opening Balance 01 Jul 2020	Amount Received	Amount Paid	Closing Balance 30 Nov 2020
	\$	\$	\$	\$
Deposits - Town Hall	800	1,300	(900)	1,200
Deposits - Community Bus	750	750	(600)	900
Deposits - Rec Ctr & EFP	3,155	2,400	(2,700)	2,855
Deposits - Animal Trap	100	0	(100)	0
BCITF	0	824	(824)	0
Deposit - Community Gym Key	2,760	1,110	(510)	3,360
Building Services Levy	185	2,776	(2,837)	123
Nomination Deposits	160	0	0	160
Pre-Paid Rates	0	0	0	0
Other Deposits	6,679	0	0	6,679
Unclaimed Monies	1,733	414	0	2,147
Transport Licensing	0	0	0	0
Bank Charges	0	0	0	0
Banking Errors	0	0	0	0
Deposit - Refuse Site Key	20	0	0	20
Staff Christmas Fund	0	0	0	0
Trust Accounts Receivable	126	80	0	206
Cemetery Shelter Contributions	8,000	0	0	8,000
	24,468	9,655	(8,472)	25,651

SHIRE OF WAGIN
STATEMENT OF OPERATING INCOME AND EXPENDITURE
FOR THE PERIOD ENDED 30 NOVEMBER 2020

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
General Purpose Funding					
Rate Revenue					
I031005	GRV	Inc	888,174	888,174	888,174
I031010	GRV Minimums	Inc	83,520	83,520	83,520
I031015	UV	Inc	1,432,960	1,432,960	1,432,960
I031020	UV Minimums	Inc	44,660	44,660	44,660
I031025	GRV Interim Rates	Inc	2,000	835	(2,721)
I031030	UV Interim Rates	Inc	2,000	835	48
I031035	Back Rates	Inc	1,000	415	(784)
I031040	Ex-Gratia Rates (CBH)	Inc	12,517	12,517	12,517
I031045	Discount Allowed	Inc	(86,105)	(86,105)	(89,801)
I031050	Instalment Admin Charge	Inc	8,000	8,000	4,265
I031055	Account Enquiry Fee	Inc	2,500	1,040	1,595
I031060	(Rate Write Offs)	Inc	(5,000)	0	(7)
I031065	Penalty Interest	Inc	12,000	5,000	4,472
I031070	Emergency Services Levy	Inc	113,467	113,467	113,047
I031075	ESL Penalty Interest	Inc	700	290	284
I031080	Instalment Interest	Inc	3,500	1,460	3,891
I031090	Rate Legal Charges	Inc	10,000	4,165	11,499
			2,525,893	2,511,233	2,507,619
E031005	Valuation Expenses	Exp	(10,000)	(1,250)	(534)
E031010	Legal Costs/Expenses	Exp	(1,000)	(415)	0
E031015	Title Searches	Exp	(600)	(250)	0
E031020	Rate Recovery Expenses	Exp	(10,000)	(4,165)	(12,535)
E031025	Printing Stationery Postage	Exp	(2,000)	(2,000)	(2,359)
E031030	Emergency Services Levy	Exp	(113,467)	(56,734)	(67,626)
E031040	Rate Refunds	Exp	(1,000)	0	0
E031041	Rates & Rubbish Waivers/Concessions	Exp	(2,810)	(2,810)	(2,846)
E031100	Administration Allocated	Exp	(91,322)	(38,050)	(38,050)
			(232,199)	(105,674)	(123,950)
Other General Purpose Funding					
I032005	Grants Commission General	Inc	455,916	227,958	220,985
I032010	Grants Commission Roads	Inc	219,016	109,508	112,425
I032020	Administration Rental	Inc	36,000	15,000	15,000
I032025	Photocopies, Publications, PA & Projector Hire	Inc	1,500	625	146
I032030	Reimbursements	Inc	100	40	0
I032035	SS Loans Interest & GFee Reimb.	Inc	4,924	0	0
I032040	Bank Interest	Inc	20,000	8,335	1,267
I032045	Reserves Interest	Inc	16,563	4,141	1,089
I032055	Commissions & Recoups	Inc	500	0	0
			754,519	365,607	350,912
E032005	Bank Fees and Charges	Exp	(12,000)	(5,000)	(4,686)
E032015	Interest on Loans	Exp	(31,391)	(13,080)	(13,773)
E032030	Audit Fees & Other Services	Exp	(22,000)	0	0
E032035	Administration Allocated	Exp	(88,612)	(36,920)	(36,920)
			(154,003)	(55,000)	(55,379)
Total General Purpose Income			3,280,412	2,876,840	2,858,530
Total General Purpose Expenditure			(386,202)	(160,674)	(179,330)
Governance					

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
Members of Council					
I041020	Other Income Relating to Members	Inc	1,000	1,000	0
			1,000	1,000	0
E041005	Sitting Fees	Exp	(18,000)	(4,500)	(6,875)
E041010	Training	Exp	(8,000)	(3,335)	0
E041015	Members Travelling	Exp	(1,000)	(250)	(239)
E041025	Election Expenses	Exp	0	0	0
E041030	Other Expenses	Exp	(5,000)	(1,250)	(1,552)
E041035	Conference Expenses	Exp	(10,475)	(4,365)	0
E041040	Presidents Allowance	Exp	(12,000)	(3,000)	(3,000)
E041045	Deputy Presidents Allowance	Exp	(3,000)	(750)	(750)
E041055	Refreshments and Receptions	Exp	(10,000)	(4,165)	(4,822)
E041060	Presentations	Exp	(2,500)	(1,040)	(1,201)
E041065	Insurance	Exp	(9,298)	(9,298)	(10,473)
E041070	Public Relations	Exp	(3,000)	(1,250)	(121)
E041075	Subscriptions	Exp	(32,000)	(32,000)	(24,486)
E041100	Administration Allocated	Exp	(106,833)	(44,515)	(44,515)
			(221,106)	(109,718)	(98,034)
Other Governance					
I042030	Profit on Sale of Asset	Inc	0	0	0
I042045	Admin Reimbursements	Inc	5,000	2,085	375
I042050	Paid Parental Leave Reimbursement	Inc	0	0	0
			5,000	2,085	375
E042005	Administration Salaries	Exp	(679,782)	(283,245)	(246,148)
E042008	Admin Leave/Wages Liability	Exp	0	0	0
E042010	Administration Superannuation	Exp	(75,307)	(31,380)	(30,066)
E042011	Loyalty Allowance	Exp	(5,400)	(2,250)	(2,181)
E042012	Housing Allowance Admin	Exp	(9,590)	(7,605)	(8,670)
E042015	Insurance	Exp	(21,996)	(21,996)	(21,996)
E042020	Staff Training	Exp	(14,000)	(5,835)	(1,290)
E042025	Removal Expenses	Exp	(8,000)	0	0
E042030	Printing & Stationery	Exp	(30,000)	(12,500)	(16,566)
E042035	Phone, Fax & Modem	Exp	(10,000)	(4,165)	1,376
E042040	Office Maintenance	Exp	(56,015)	(24,389)	(32,627)
E042045	Advertising	Exp	(8,000)	(3,335)	(5,369)
E042050	Office Equipment Maintenance	Exp	(3,000)	(1,250)	(2,065)
E042055	Postage & Freight	Exp	(4,000)	(1,665)	(1,261)
E042060	Vehicle Running Expenses	Exp	(8,000)	(3,335)	(4,561)
E042065	Legal Expenses	Exp	(3,000)	(1,250)	(1,970)
E042070	Garden Expenses	Exp	(10,000)	(4,170)	(5,614)
E042075	Conference & Training	Exp	(11,000)	(4,585)	(180)
E042080	Computer Support	Exp	(90,000)	(72,500)	(41,910)
E042085	Other Expenses	Exp	(1,500)	(625)	(649)
E042090	Administration Allocated	Exp	(226,954)	(94,565)	(94,565)
E042095	Fringe Benefits Tax	Exp	(15,000)	(3,750)	(4,708)
E042100	Staff Uniforms	Exp	(4,000)	(1,665)	(1,881)
E042115	Cash Round Off Control	Exp	0	0	4
E042120	Depreciation - Other Governance	Exp	(51,071)	(21,280)	(21,705)
E042125	Less Administration Allocated	Exp	1,129,161	470,490	470,490
E042155	Lease of Photocopier	Exp	(2,500)	(1,040)	(404)
E042160	CEO Recruitment	Exp	(8,000)	0	(8,341)
E042165	Paid Parental Leave	Exp	0	0	0
			(226,954)	(137,890)	(82,857)
Total Governance Income			6,000	3,085	375
Total Governance Expenditure			(448,060)	(247,608)	(180,890)

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
Law, Order & Public Safety					
Fire Prevention					
I051010	BFB Operating Grant	Inc	56,550	28,275	29,561
I051015	Sale of Fire Maps	Inc	300	125	68
I051025	Reimbursements	Inc	3,000	1,250	0
I051030	Bush Fire Infringements	Inc	1,500	0	0
I051035	ESL Admin Fee	Inc	4,000	4,000	4,000
I051050	SES Call-out Income	Inc	0	0	167
I051070	Other Bushfire Grants Income	Inc	55,250	0	0
I051075	SES Operating Grant	Inc	29,140	14,570	16,637
			149,740	48,220	50,433
E051005	BFB Operation Expenditure	Exp	(56,550)	(36,806)	(29,561)
E051010	Communication Mtce	Exp	(3,000)	(1,950)	(2,703)
E051015	Advertising & Other Expenses	Exp	(2,000)	(2,000)	(2,065)
E051020	Fire Fighting/Emergency Services Expenses	Exp	(2,000)	(830)	(347)
E051025	Town Block Burn Off	Exp	(5,000)	(2,080)	(3,492)
E051040	Other Bushfire Grants Expenditure	Exp	(55,250)	0	0
E051060	SES Operation Expenditure	Exp	(29,140)	(13,890)	(16,637)
E051100	Administration Allocated	Exp	(55,413)	(23,090)	(23,090)
E051190	Depreciation - Fire Prevention	Exp	(15,936)	(6,640)	(6,773)
			(224,289)	(87,286)	(84,668)
Animal Control					
I052005	Dog Fines and Fees	Inc	6,000	2,500	3,660
I052006	Cat Fines and Fees	Inc	300	125	0
I052010	Hire of Animal Traps	Inc	100	100	0
I052015	Dog Registration	Inc	7,500	7,500	3,188
I052016	Cat Registration	Inc	600	600	455
I052020	Reimbursements	Inc	500	125	0
			15,000	10,950	7,303
E052005	Ranger Salary	Exp	(13,000)	(5,420)	(5,484)
E052007	Ranger Telephone	Exp	(1,000)	(415)	(409)
E052010	Pound Maintenance	Exp	(1,045)	(460)	(1,051)
E052015	Dog Control Insurance	Exp	(231)	(231)	(230)
E052020	Legal Fees	Exp	(500)	(500)	(1,438)
E052025	Training & Conference	Exp	(1,500)	(625)	(1,694)
E052030	Ranger Services Other	Exp	(25,000)	(10,420)	(10,719)
E052035	Administration Allocated	Exp	(24,285)	(10,120)	(10,120)
E052190	Depreciation - Animal Control	Exp	(991)	(415)	(421)
			(67,552)	(28,606)	(31,566)
Other Law, Order & Public Safety					
I053005	Abandoned Vehicles/Fines	Inc	50	50	0
I053040	Safer Wagin Income	Inc	16,201	8,000	16,202
I053055	Reimbursements	Inc	0	0	0
I053075	Covert Cameras for CCTV System	Inc	0	0	0
			16,251	8,050	16,202
E053005	Abandoned Vehicles	Exp	(500)	(210)	0
E053010	Emergency Services	Exp	0	0	0
E053040	Safer Wagin Expenditure	Exp	(500)	(210)	(255)
E053045	CCTV & Security	Exp	0	0	0
E053055	Mosquito Control	Exp	(6,000)	(2,500)	0
			(7,000)	(2,920)	(255)
Total Law, Order & Public Safety Income			180,991	67,220	73,937
Total Law, Order & Public Safety Expenditure			(298,841)	(118,812)	(116,489)

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
Health					
Maternal & Infant Health					
E071005	Medical Centre Mtce - Infant Health Centre	Exp	(7,432)	(2,983)	(2,485)
			(7,432)	(2,983)	(2,485)
Preventative Services - Admin & Inspections					
I074005	Food Licences & Fees	Inc	800	0	60
I074015	Contrib. Regional Health Scheme	Inc	50,000	20,835	21,701
I074020	Reimbursements	Inc	0	0	0
			50,800	20,835	21,761
E074005	EHO Salary	Exp	(99,000)	(41,250)	(37,817)
E074008	EHO Leave/Wages Liability	Exp	0	0	0
E074010	EHO Superannuation	Exp	(9,660)	(4,025)	(4,087)
E074015	Other Control Expenses	Exp	(8,000)	(4,495)	(4,814)
E074020	EHO/Building Surveyor Vehicle Expenses	Exp	(5,000)	(2,325)	(2,732)
E074030	Conferences & Training	Exp	(3,000)	(1,250)	(368)
E074035	Loss on Sale of Asset	Exp	0	0	0
E074100	Administration Allocated	Exp	(23,727)	(9,885)	(9,885)
E074190	Depreciation - Prevent Services	Exp	(7,784)	(3,245)	(3,308)
			(156,171)	(66,475)	(63,011)
Other Health					
I076010	Rent - Medical Centre-Dentist	Inc	4,332	1,805	1,641
I076015	Reimbursements - IPN Medical	Inc	1,000	0	0
I076020	Meeting Room Fees	Inc	3,500	1,460	1,189
I076040	Reimbursements - Dr Norris	Inc	500	0	0
			9,332	3,265	2,830
E076020	Medical Centre Mtce - Dr & Dentist Surgery	Exp	(10,097)	(5,063)	(11,828)
E076025	Depreciation - Other Health	Exp	(21,511)	(8,965)	(9,142)
E076030	Doctors Vehicle Mtce	Exp	(2,000)	(1,105)	(2,116)
E076040	IPN Medical Services	Exp	(46,665)	(11,666)	(11,666)
			(80,273)	(26,799)	(34,752)
Health - Preventative Services					
E077010	Analytical Expenses	Exp	(500)	(500)	(253)
			(500)	(500)	(253)
Total Health Income			60,132	24,100	24,591
Total Health Expenditure			(244,376)	(96,757)	(100,503)
Education & Welfare					
Pre Schools					
I083035	Day Care Lease	Exp	8,472	3,530	3,530
I083036	Day Care Reimbursements	Exp	3,000	1,000	1,517
			11,472	4,530	5,047
E080010	Kindergarten Maintenance (Daycare)	Exp	(9,774)	(4,190)	(6,245)
E080190	Depreciation - Pre-Schools	Exp	(4,049)	(1,685)	(1,721)
			(13,823)	(5,875)	(7,966)
Other Education					
E081020	School Oval Mtce	Exp	0	0	0
E081030	Contribution - Wagin Youth Care	Exp	(2,600)	(2,600)	0
			(2,600)	(2,600)	0
HACC Program					

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
I082010	HACC Recurrent Grant	Inc	317,000	172,085	148,612
I082015	Meals on Wheels	Inc	10,000	4,165	2,529
I082020	HACC Fee for Service	Inc	58,000	24,165	32,402
I082030	Reimbursements	Inc	500	210	4,800
			385,500	200,625	188,343
E082010	Co-ordinator Salary	Exp	(62,000)	(25,835)	(26,565)
E082013	HACC Wages/Contract Liability	Exp	0	0	(9,208)
E082015	Home Mtce Salary	Exp	(28,000)	(11,665)	(10,681)
E082020	Respite Salaries	Exp	(500)	(210)	0
E082025	Home Help Salaries	Exp	(163,000)	(67,915)	(72,052)
E082030	Superannuation	Exp	(22,000)	(9,165)	(10,052)
E082035	Other Expenses	Exp	(3,000)	(1,250)	(382)
E082040	Travelling - Mileage	Exp	(26,000)	(10,835)	(11,395)
E082045	Staff Training	Exp	(1,000)	(415)	(125)
E082050	Staff Training Salaries	Exp	(2,000)	(835)	0
E082055	Subscriptions	Exp	(4,000)	(2,540)	(4,611)
E082060	Telephone & Postage	Exp	(2,500)	(1,040)	67
E082065	Advertising & Stationery	Exp	(500)	(210)	(55)
E082070	Insurance	Exp	(5,000)	(5,000)	(4,641)
E082075	Office Accommodation	Exp	(36,000)	(15,000)	(15,000)
E082080	Plant & Equipment Mtce	Exp	(9,000)	(4,981)	(4,487)
E082085	Consumable Supplies	Exp	(6,000)	(2,500)	(1,979)
E082090	Expenditure from Donations	Exp	(3,000)	(1,250)	(927)
E082100	Administration Allocated	Exp	(26,852)	(11,190)	(11,190)
E082110	Meals on Wheels Expenditure	Exp	(12,000)	(5,000)	(3,079)
E082120	Loss on Sale of Asset	Exp	0	0	0
E082130	Homecare COVID Funding Expenditure	Exp	0	0	(5,280)
E082190	Depreciation - HACC	Exp	(18,568)	(7,735)	(7,891)
			(430,920)	(184,571)	(199,533)
	Other Welfare				
I083010	Wagin Frail Aged Reimb	Inc	7,743	7,743	7,743
I083040	Other Welfare Income	Inc	0	0	1,900
			7,743	7,743	9,643
E083010	Wagin Frail Aged Exp	Exp	(7,743)	(7,743)	(7,743)
E083020	Comm. Aged Care Expenses	Exp	0	0	(1,239)
E083050	Other Welfare Exp	Exp	0	0	0
			(7,743)	(7,743)	(8,982)
	Total Education & Welfare Income		404,715	212,898	203,034
	Total Education & Welfare Expenditure		(455,086)	(200,789)	(216,478)
	Community Amenities				
	Sanitation - Household Refuse				
I101005	Domestic Collection	Inc	242,450	242,450	242,035
I102020	Refuse Site Fees	Inc	20,000	8,335	7,764
			262,450	250,785	249,799
E101005	Domestic Refuse Collection	Exp	(66,000)	(27,500)	(26,854)
E101010	Recycling Pick-Up	Exp	(72,000)	(30,000)	(35,138)
E101015	Refuse Site Mtce	Exp	(134,000)	(55,885)	(45,112)
E101025	Refuse Site Attendant	Exp	0	0	0
			(272,000)	(113,385)	(107,104)
	Sanitation - Other				
I102002	Commercial Collection Charges	Inc	63,375	63,375	63,988
I102005	Reimbursement Drummuster	Inc	4,000	0	0
I102010	Charges Bulk Rubbish	Inc	15,500	6,460	6,820

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
			82,875	69,835	70,808
E102005	Commercial Collection	Exp	(13,000)	(5,415)	(5,467)
E102010	Bulk Rubbish Collection	Exp	(15,500)	(6,460)	(7,131)
E101020	Chemical Drum Disposal Costs	Exp	(5,000)	0	0
E102190	Depreciation - Sanitation	Exp	(15,729)	(6,555)	(6,685)
			(49,229)	(18,430)	(19,283)
	Sewerage				
I104005	Septic Tank Fees	Inc	500	500	0
			500	500	0
E104005	Sewerage Treatment Plant	Exp	(500)	(239)	(31)
			(500)	(239)	(31)
	Regional Refuse Group				
E102007	Regional Refuse Group Expenses	Exp	0	0	0
			0	0	0
	Town Planning				
I106005	Planning Fees	Inc	2,500	1,040	2,209
			2,500	1,040	2,209
E106005	Town Planning Expenses	Exp	(30,000)	(12,500)	(5,796)
E106100	Administration Allocated	Exp	(30,151)	(12,565)	(12,565)
			(60,151)	(25,065)	(18,361)
	Other Community Amenities				
I107005	Cemetery Fees	Inc	12,000	5,000	12,281
I107010	Community Bus Income	Inc	4,000	1,665	671
I107025	Other Community Amenities Contributions	Inc	8,000	8,000	0
			24,000	14,665	12,952
E107005	Cemetery Mtce	Exp	(26,844)	(11,269)	(15,939)
E107010	Public Convenience Mtce	Exp	(61,609)	(25,998)	(24,535)
E107015	Community Bus Operating	Exp	(4,000)	(2,417)	(2,439)
E107100	Administration Allocated	Exp	(62,646)	(26,105)	(26,105)
E107190	Depreciation - Other Comm Amenities	Exp	(27,921)	(11,635)	(11,867)
			(183,020)	(77,424)	(80,885)
	Total Community Amenities Income		372,325	336,825	335,768
	Total Community Amenities Expenditure		(564,900)	(234,543)	(225,665)
	Recreation & Culture				
	Public Halls & Civic Centres				
I111005	Town Hall Hire	Inc	1,200	500	2,360
I111010	Reimbursements	Inc	100	100	0
I111015	Town Hall Lease -L Piesse	Inc	4,788	1,995	1,814
			6,088	2,595	4,174
E111005	Town Hall Mtce	Exp	(22,508)	(11,274)	(11,570)
E111010	Other Halls Mtce	Exp	(7,119)	(3,148)	(2,042)
E111190	Depreciation - Public Halls	Exp	(55,567)	(23,155)	(23,616)
			(85,194)	(37,577)	(37,228)
	Swimming Pool				
I112010	Swimming Pool Admission	Inc	35,000	5,250	12,924
I112015	Swimming Pool Miscellaneous Income	Inc	105	105	0
I112020	Reimbursements	Inc	600	600	0
I112025	CSRFF Grant - Swim Pool Stage 2	Inc	0	0	0

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
			35,705	5,955	12,924
E112005	Pool Staff Salary	Exp	(71,000)	(14,200)	(14,231)
E112008	Pool Leave/Wages Liability	exp	0	0	0
E112010	Superannuation	Exp	(6,800)	(1,360)	(1,123)
E112015	Swimming Pool Maintenance	Exp	(116,855)	(44,578)	(49,988)
E112020	Swimming Pool Other Expenses	Exp	(4,000)	(3,500)	(2,679)
E112190	Depreciation - Swimming Pools	Exp	(183,948)	(76,645)	(78,178)
			(382,603)	(140,283)	(146,199)
	Other Recreation & Sport				
I113005	Sportsground Rental	Inc	7,820	2,500	2,455
I113015	Power Reimbursements	Inc	6,000	2,500	967
I113020	Recreation Centre Hire	Inc	10,000	4,165	2,318
I113025	Reimbursements Other	Inc	5,500	500	1,185
I113030	Rec Centre Equipment Contributions	Inc	1,800	0	0
I113035	Sporting Club Leases	Inc	50	50	232
I113040	Other Recreation & Sport Contributions	Inc	33,200	0	0
I113055	Eric Farrow Pavillion Hire	Inc	5,000	2,085	1,348
I113065	Community Gym Membership	Inc	7,500	4,000	6,946
			76,870	15,800	15,451
E113005	Sportsground Mtce	Exp	(106,716)	(42,225)	(36,123)
E113010	Sportsground Building Mtce	Exp	(19,837)	(12,207)	(15,043)
E113015	Wetlands Park Mtce	Exp	(56,449)	(23,040)	(35,286)
E113020	Parks & Gardens Mtce	Exp	(55,287)	(22,540)	(20,922)
E113025	Puntapin Rock Mtce	Exp	(2,303)	(990)	(1,430)
E113030	Recreation Centre Mtce	Exp	(59,362)	(29,753)	(29,387)
E113035	Rec Staff Salaries	Exp	(18,000)	(7,500)	(9,341)
E113038	Rec Staff Leave/Wages Liability	Exp	0	0	0
E113040	Superannuation	Exp	(1,800)	(750)	(2,131)
E113045	Other Expenses	Exp	(1,200)	(500)	(636)
E113050	Norring Lake Mtce	Exp	(2,080)	(870)	(858)
E113065	Eric Farrow Pavilion Mtce	Exp	(23,680)	(10,961)	(9,441)
E113070	Rec Centre Sports Equipment	Exp	(3,000)	(1,250)	(938)
E113095	Community Gym Expenditure	Exp	(9,300)	(3,831)	(8,913)
E113100	Administration Allocated	Exp	(100,969)	(42,070)	(42,070)
E113190	Depreciation - Other Rec & Sport	Exp	(234,569)	(97,740)	(99,434)
			(694,552)	(296,227)	(311,953)
	Library				
I115005	Lost Books	Inc	50	50	0
I115010	Reimbursements	Inc	100	100	0
			150	150	0
E115005	Library Staff Salaries	Exp	(49,500)	(20,625)	(20,076)
E115008	Library Leave/Wages Liability	Exp	0	0	0
E115015	Library Building Mtce	Exp	(7,368)	(3,166)	(6,202)
E115020	Library Other Expenses	Exp	(10,792)	(5,015)	(2,083)
E115190	Depreciation - Libraries	Exp	(1,381)	(575)	(587)
			(69,041)	(29,381)	(28,948)
	Other Culture				
I116035	Long Table Experience Income	Inc	0	0	0
I119015	Contribution to Woolorama	Inc	1,000	0	0
I119020	Reimbursements	Inc	7,500	0	5,000
I119030	Community Events Income	Inc	1,000	0	0
I119031	Other Culture Grant Funds	Inc	0	0	2,000
			9,500	0	7,000
E116005	Subsidy Woolorama Committee	Exp	(500)	(500)	0

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
E116010	Woolorama Costs & Maintenance	Exp	(63,291)	(12,585)	(3,768)
E116015	Community Centre Mtce	Exp	(11,664)	(5,147)	(4,448)
E116020	Historical Village	Exp	(1,838)	(1,488)	(1,525)
E116035	Long Table Experience Expenditure	Exp	0	0	0
E116045	Community Development Events	Exp	(18,300)	(7,630)	(3,047)
E116046	Community Development Equipment Maintenance	Exp	(500)	(210)	0
E116055	Other Culture Grant Funds Exp	Exp	0	0	(2,000)
E116190	Depreciation - Other Culture	Exp	(3,248)	(1,353)	(1,380)
			(99,341)	(28,913)	(16,168)
Total Recreation & Culture Income			128,313	24,500	39,549
Total Recreation & Culture Expenditure			(1,330,731)	(532,381)	(540,498)
Transport					
Streets Roads Bridges & Depot Construction					
I121005	Direct Road Grants	Inc	121,340	121,340	121,340
I121010	Road Project Grants	Inc	307,605	46,141	8,799
I121015	Roads to Recovery Grant	Inc	222,056	74,019	7,831
I121020	Reimbursements	Inc	1,000	0	0
I121025	Contribution - St Lighting	Inc	3,435	0	0
I121070	Main Roads Bridge Grant	Inc	0	0	0
I121076	LRCIP Funding	Inc	348,962	52,344	86,865
I147125	Storm Damage Reimbursements	Inc	0	0	0
			1,004,398	293,844	224,835
Streets Roads Bridges & Depot Maintenance					
I122055	Diesel Fuel Rebate Income	Inc	45,000	18,750	20,821
			45,000	18,750	20,821
E122005	Road Maintenance	Exp	(120,000)	(49,995)	(35,034)
E122006	Maintenance Grading	Exp	(220,000)	(150,000)	(116,118)
E122007	Rural Tree Pruning	Exp	(95,000)	(39,590)	(83,686)
E122008	Rural Spraying	Exp	(12,000)	(5,000)	(9,703)
E122009	Town Site Spraying	Exp	(20,000)	(8,340)	(8,234)
E122010	Depot Mtce	Exp	(27,813)	(11,328)	(11,813)
E122011	Town Reserve & Verg Mtce	Exp	(3,000)	(1,245)	(304)
E122012	Bridge & Drainage Mtce	Exp	(27,500)	(11,465)	(6,920)
E122015	Rural Numbering	Exp	(100)	(100)	(381)
E122020	Footpath Mtce	Exp	(5,000)	(2,090)	(2,484)
E122025	Street Cleaning	Exp	(35,000)	(14,590)	(16,794)
E122030	Street Trees	Exp	(85,000)	(35,420)	(33,624)
E122035	Traffic & Street Signs Mtce	Exp	(4,000)	(1,665)	(1,086)
E122045	Townscape	Exp	(20,000)	(8,375)	(23,495)
E122050	Crossovers	Exp	(500)	(210)	(1,192)
E122055	RoMan Data Collection	Exp	(6,500)	(6,500)	(6,300)
E122060	Street Lighting	Exp	(60,000)	(25,000)	(32,550)
E122090	Graffiti Removal	Exp	(100)	(100)	(25)
E122100	Administration Allocated	Exp	(47,387)	(19,745)	(19,745)
E122105	Loss on Sale of Asset	Exp	0	0	(19,204)
E122190	Depreciation - Roads	Exp	(1,843,670)	(768,195)	(783,284)
E147120	Storm Damage - Not Claimable	Exp	0	0	(1,556)
			(2,632,570)	(1,158,953)	(1,213,532)
Road Plant Purchases					
I122100	Profit on Sale of Asset	Inc	17,992	0	7,969
			17,992	0	7,969
E123010	Loss on Sale of Asset	Exp	0	0	0
			0	0	0
Aerodrome					

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
I126015	Aerodrome Reimbursements	Inc	30,000	15,000	0
I126020	Aerodrome Hangar Lease	Inc	8,713	4,763	9,861
			38,713	19,763	9,861
E126005	Aerodrome Maintenance	Exp	(8,346)	(3,696)	(7,136)
E126190	Depreciation - Aerodromes	Exp	(36,160)	(15,067)	(15,202)
			(44,506)	(18,763)	(22,338)
Total Transport Income			1,106,103	332,357	263,486
Total Transport Expenditure			(2,677,076)	(1,177,716)	(1,235,868)
Economic Services					
Rural Services					
I131020	Landcare Reimbursements	Inc	75,700	31,540	30,477
			75,700	31,540	30,477
E131020	Landcare	Exp	(100,700)	(31,540)	(30,534)
E131030	Rural Towns Program	Exp	(18,000)	(7,550)	(6,951)
E131100	Administration Allocated	Exp	(14,823)	(6,175)	(6,175)
E131140	Water Management Plan / Harvesting	Exp	(5,000)	(2,260)	(5,209)
E131190	Depreciation - Rural Services	Exp	0	0	0
			(138,523)	(47,525)	(48,869)
Tourism & Area Promotion					
I132005	Caravan Park Fees	Inc	85,000	25,415	27,139
I132010	Reimbursements	Inc	1,000	415	64
I132015	RV Area Fees	Inc	10,000	4,165	2,525
I132035	Tourism Income	Inc	0	0	0
			96,000	29,995	29,728
E132010	Wagin Tourism Committee	Exp	0	0	0
E132015	Caravan Park Manager Salary	Exp	(30,000)	(12,790)	(10,512)
E132020	Caravan Park Mtce	Exp	(57,553)	(22,069)	(24,680)
E132023	Caravan Leave/Wages Liability	Exp	0	0	0
E132025	Subsidy Historic Village	Exp	(8,460)	(8,460)	0
E132035	RV Area Maintenance	Exp	(5,000)	(2,080)	(1,590)
E132040	Tourism Promotion & Subscripts	Exp	(22,000)	(9,170)	(1,155)
E132050	Administration Allocated	Exp	(58,042)	(24,185)	(24,185)
E132190	Depreciation - Tourism	Exp	(12,156)	(5,066)	(4,774)
			(193,211)	(83,820)	(66,896)
Building Control					
I133005	Building Licenses	Inc	5,000	2,085	4,739
			5,000	2,085	4,739
Other Economic Services					
I134005	Water Sales	Inc	50,000	20,835	2,851
			50,000	20,835	2,851
E134005	Water Supply - Standpipes	Exp	(55,000)	(22,920)	(8,886)
E134190	Depreciation - Other Economic Services	Exp	(2,024)	(843)	(860)
			(57,024)	(23,763)	(9,746)
Total Economic Services Income			226,700	84,455	67,795
Total Economic Services Expenditure			(388,758)	(155,108)	(125,511)
Other Property & Services					
Private Works					

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
I141005	Private Works Income	Inc	20,000	8,335	3,725
			20,000	8,335	3,725
E141005	Private Works	Exp	(10,000)	(4,165)	(3,117)
E141100	Administration Allocated	Exp	(2,726)	(1,135)	(1,135)
			(12,726)	(5,300)	(4,252)
Public Works Overheads					
I143020	Reimbursements	Inc	500	500	0
			500	500	0
E143005	Engineering Salaries	Exp	(98,510)	(41,045)	(37,947)
E143007	Engineering Administration Salaries	Exp	(46,000)	(19,165)	(24,174)
E143008	Works Leave/Wages Liability	Exp	0	0	0
E143009	Housing Allowance Works	Exp	(16,500)	(13,000)	(14,058)
E143015	CEO's Salary Allocation	Exp	(57,005)	(23,750)	(24,194)
E143020	Engineering Superannuation	Exp	(98,599)	(41,085)	(40,836)
E143025	Engineering - Other Expenses	Exp	(5,000)	(2,085)	(1,324)
E143030	Sick Holiday & Allowances Pay	Exp	(180,000)	(45,000)	(39,338)
E143045	Insurance on Works	Exp	(32,141)	(32,141)	(32,141)
E143050	Protective Clothing	Exp	(8,000)	(3,335)	(2,390)
E143055	Fringe Benefits	Exp	(1,000)	0	0
E143060	CEO's Vehicle Allocation	Exp	(1,000)	(415)	(113)
E143065	MOW - Vehicle Expenses	Exp	(7,000)	(2,920)	(2,605)
E143075	Telephone Expenses	Exp	(1,500)	(625)	108
E143080	Staff Licenses	Exp	(500)	(210)	(132)
E143085	Safety Equipment & Meetings	Exp	(4,000)	(1,665)	(680)
E143090	Conferences & Courses	Exp	(1,500)	(625)	0
E143095	Staff Training	Exp	(16,000)	(6,670)	(946)
E143105	Administration Allocated	Exp	(1,016)	(425)	(425)
E143200	LESS PWOH ALLOCATED	Exp	575,271	239,700	222,818
			0	5,539	1,622
Plant Operation Costs					
I144005	Sale of Scrap	Inc	1,500	625	0
I144010	Reimbursements	Inc	8,000	3,335	4,042
			9,500	3,960	4,042
E144010	Fuel & Oils	Exp	(140,000)	(58,330)	(46,339)
E144020	Tyres & Tubes	Exp	(20,000)	(8,335)	(1,517)
E144030	Parts & Repairs	Exp	(50,000)	(20,835)	(16,297)
E144040	Plant Repair - Wages	Exp	(40,000)	(16,665)	(14,372)
E144050	Insurance and Licences	Exp	(30,000)	(30,000)	(29,870)
E144060	Expendable Tools-Consumables only	Exp	(10,000)	(4,165)	(5,054)
E144075	Minor Plant & Equipment <\$5000	Exp	(8,000)	(3,335)	(2,657)
E144065	MV Insurance Claim Expenses	Exp	(1,000)	(415)	0
E144200	LESS POC ALLOCATED-PROJECTS	Exp	299,000	124,590	117,598
			0	(17,490)	1,491
Salaries & Wages					
E146010	Gross Salaries, Allowances & Super	Exp	(2,350,000)	(979,165)	(992,254)
E146200	Less Sal , Allow, Super Allocated	Exp	2,350,000	979,170	992,254
			0	5	0
Unclassified					
I147005	Commission - Vehicle Licensing	Inc	46,000	19,165	18,456
I147006	Commission - TransWA	Inc	500	210	50
I147035	Banking errors	Inc	0	0	1,214
I147050	Council Staff Housing Rental	Inc	20,280	8,450	8,420
I147065	Insurance Reimbursement	Inc	5,000	2,085	0
I147070	Council Housing Reimbursements	Inc	6,000	2,500	1,245

COA	Description	Type	Annual Budget	YTD Budget	YTD Actual
I147120	Charge on Private use of Shire Vehicle	Inc	3,120	1,300	1,320
I147121	Reimbursement - Community Requests	Inc	0	0	0
			80,900	33,710	30,705
E147015	Community Requests & Events - CEO Allocation	Exp	(6,000)	(2,500)	(300)
E147035	Banking Errors	Exp	0	0	(401)
E147050	Council Housing Maintenance	Exp	(70,446)	(30,166)	(25,636)
E147055	Consultants	Exp	(25,000)	0	(2,649)
E147070	4WD Resource Sharing Group	Exp	(1,000)	(415)	0
E147090	Building Maintenance	Exp	(8,000)	(3,800)	(3,134)
E147100	Administration Allocated	Exp	(167,403)	(69,750)	(69,750)
E147115	Occupational Health & Safety (OHS)	Exp	(1,500)	(625)	(1,100)
E147130	Depreciation - Unclassified	Exp	(30,638)	(12,766)	(13,021)
E147150	Community Requests Budget	Exp	(28,000)	(11,665)	(7,337)
E147151	Community Donations/Sponsorship	Exp	(3,500)	(3,500)	0
			(341,487)	(135,187)	(123,328)
	Total Other Property & Services Income		110,900	46,505	38,473
	Total Other Property & Services Expenditure		(354,213)	(152,433)	(124,465)
	Total Income		5,876,591	4,008,785	3,905,538
	Total Expenditure		(7,148,243)	(3,076,821)	(3,045,697)
	Net Deficit (Surplus)		(1,271,652)	931,965	859,841



- Deputy Chief Executive Officer left the room at 7:16pm
- Deputy Chief Executive Officer returned to the room at 7:17pm

12. REPORTS TO COUNCIL

12.1 CHIEF EXECUTIVE OFFICER

12.1.1 CHIEF EXECUTIVE OFFICER REPORT – NOVEMBER/DECEMBER 2020

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	13 November 2020
PREVIOUS REPORT(S):	14 October 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	CM.CO.1
ATTACHMENTS:	<ol style="list-style-type: none">1. Draft Governance Structure Wagin Historical Village2. Letter from Wagin Historical Village3. Draft Guidelines Significant Local Roads4. Letter from Wheatbelt South Regional Road Group to Main Roads WA.

OFFICER RECOMMENDATION/4462 COUNCIL RESOLUTION

Moved Cr D I Atkins

Seconded Cr G R Ball

That Council receive the Chief Executive Officer report for November/December 2020

Carried 8/0

BRIEF SUMMARY

BACKGROUND/COMMENT

1. WAGIN HISTORICAL VILLAGE INC – DISCUSSION

Cr Chilcott and the CEO met with Mr Max Bell and Mrs Joyce Turnor on Thursday the 10th December 2020 to discuss various matters with respect to the Wagin Historical Village INC. The purpose of the meeting was to provide information on matters of mutual interest between the Village and the Shire and to generate discussion on initiatives that may assist the Village in its future operations

Specifically, discussion points included:

1. The Gas Producer initiative (refer to October Council agenda and minutes)
2. The *History of Wagin (Lost Wagin) Initiative* and associated proposal to build a shed at the village to accommodate same.
3. Alternative area for Vintage Caravan Club to site a building.



4. Master Key system for Village buildings.
5. Alternative governance structure for the Village to assist in a renewed focus on maintaining buildings and machinery and on history, research & promotion. (Refer to attached *Draft Governance Structure*)
 - a)

The CEO was subsequently invited to address a meeting of the Wagin Historical Village Inc on Wednesday the 9th December 2020 at which Items 2, 4 and 5 were discussed. The outcomes thus far are as follows:

Item 2 - (Shed Proposal) the Village Inc has formally responded with conditional approval should the project proceed (see attached letter).

Item 4 - (Master Key System) – This was not supported.

Item 5 - (Draft Governance Structure) Whilst there appeared to be some positive discussion around this, a response has not been formalised. This will be followed up to ascertain whether the alternative governance structure might be adopted or alternatively how the proposed history, research and promotion activities should be alternatively managed.

2. 2021 TIDY TOWNS SUSTAINABLE COMMUNITY AWARDS COMPETITION

There has been some suggestion of late, that Wagin should enter the annual “Tidy Towns” competition. This competition has evolved over the years from being a straightforward exercise which focussed primarily on tidy towns, as the name suggests, to having a wider ranging focus and which involves significant commitment, administration and application.

Nominating for and managing the process would be ideally suited to a proactive community group interested in having Wagin recognised in one or more of the several categories of the competition (refer to attached information) The Shire could provide support by way of maximising the presentation of the town within the constraints of its available resources. If Council wishes Wagin to become involved, it is suggested that expressions of interest be sought from the community members who might wish to enter Wagin in the competition and manage the process.

3. DRAFT GUIDELINES AND CRITERIA FOR THE IDENTIFICATION OF SIGNIFICANT LOCAL ROADS

Main Roads WA in the last month circulated the above paper (copy attached to this report) which explores possible changes to the funding criteria for significant local roads. The paper refers to this as a *final draft* and the timeline for response was absurdly short. In addition, it seems that no one was aware of the review and no one had seen a preliminary draft. The actual authors of the report are not known. The Shire of Wagin attracts up to \$250,000 in funding from this source, annually.

The proposed revised guidelines and their impacts are well articulated below (which is the composite work from a number of Shires):

Document Section	Document Text	Comments
Significant Local Roads Amendments	Should a RRG agree to seek an amendment to the endorsed Significant Local Government Roads this must be documented on the attached Road Justification and Development Strategy Submission Form. After approval by the RRG, it must	This appears a long, bureaucratic process, yet perhaps necessary. The concern is the SAC having the final say and perhaps the right of veto after the application has been through the Technical Group, RRG and the Road Classification

	<p>be sent to the Road Classification Manager at Main Roads to confirm the road/route meets the criteria. The Road Classification Manager will then submit the application to the State Road Funds to Local Government Advisory Committee (SAC) for endorsement. If endorsed, the Road Classification Manager shall update the RRG Roads List.</p>	<p>Manager at Main Roads to confirm the road/route meets the criteria.</p> <p>Clarity is required to confirm the SAC does not have the right to reject an application if it has been through the Technical Group, RRG and MRWA check and endorsement process.</p>
<p>Significant Local Roads Amendments</p>	<p>If an affected road crosses into an adjoining Region, then agreement should be reached with the adjoining RRG on the proposed change and both RRGs must apply for the amendments submitting copies of the approved forms from the adjoining RRG with the application.</p>	<p>The concern is the neighbouring region (LGA) may not see the adjoining road/route as a priority resulting in an agreement not being reached.</p> <p>Perhaps there needs to be a process in place to remove LGA parochialism to ensure cross-regional roads/routes of significance are recognised for the betterment of the regional and State road transport network. This could be a role for the SAC.</p>
<p>Criteria for Significant Local Roads – Network/Significant</p>	<p>Roads connecting areas of significant population (>500). ABS Census population of town (UCL).</p>	<p>Criteria connecting areas of significant population >500 is too high and appears to be totally arbitrary.</p> <p>Indigenous population criteria is only 250 or 50. If there has to be a population figure then it should be consistent for all population centres.</p>
<p>Criteria for Significant Local Roads – Traffic Volume</p>	<p>Has a PCU adjusted traffic AADT count of over 200 AADT. (PCU = Passenger Car Unit.) (AADT = Annual Average Daily Traffic)</p>	<p>Why has the arbitrary number of >200 AADT been chosen for the traffic volume? A lesser AADT is preferred.</p>
<p>Criteria for Significant Local Roads – Tourism</p>	<p>Roads that provide access to tourist attractions or recreation areas of State or regional significance as per the Tourism WA website link below, OR Roads that form part of a State tourist drive or way.</p>	<p>The concern here is the <i>Tourist Spot Map WA</i> becoming the determining factor for this criteria.</p> <p>How does a tourist or recreational attraction actually get onto (or removed from) this list?</p> <p>Perhaps traffic volume, type and mix should be the determining factor,</p>

	Tourist Spot Map WA (Click on "MAP" button).	not a Tourist Spot Map devoid of any substantiative data.
Criteria for Significant Local Roads – Other Considerations	The development of parallel routes to roads already providing the network function should be avoided.	This criteria has been too vague and open to interpretation in the past and should be expanded upon. Perhaps it has been left vague in the Draft Guidelines because any set criteria (e.g. distance separating parallel routes) will be challenged if a particular route is rejected. Maybe this section should state: <i>“Parallel routes should be avoided; however, this is not to be a determining factor to reject an application if the LGA and RRG approve the proximity of a parallel route being appropriate and warranted.”</i>
Criteria for Significant Local Roads – Definitions	Regional Route – Shall be defined as a road that provides a connection between inter – regional routes (State Roads) or between inter – regional routes (State Roads) and areas of significant population. ABS population data by region. Must show more than 5000 within the relevant UCL	Regional route population is also too high. Very few regional and remote towns have a population higher than 5000.
Criteria for Significant Local Roads – Definitions	Regional Heavy Haulage Route – Over 100 RAV vehicles per day of RAV 2 NETWORK and above with anecdotal evidence supporting regional movement.	Regional Heavy Haulage of over 100 RAV vehicles per day is too high and should be reduced (to 50).
Ongoing Review & Update Process – Flow Chart	Technical Group (if applicable) Considers for Submission to RRG.	The Flow Chart indicates the Technical Group has the power to reject an application. This should not be the case and the Technical Group should only have the role of considering applications and making a recommendation to the RRG via the Sub-RRG (if these are in existence). The Technical Group is not an elected body of LGA representations and should not be

		afforded to power to reject an application.
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General Comments on the overall content of the Draft Guidelines:

- 1) Guidelines do not state if roads currently on the RRG significant road list will stay or be reassessed under the new guidelines. Most Councils have spent and/or committed major investments on these routes, and they should remain on the list and not be reassessed. The recommended removal of any specific road/route currently listed as a significant road, must be accompanied by a fully detailed analysis of the financial impact this may have on the local government authority, specifically for those roads part way through upgrade works and future maintenance requirements (e.g. reseals).
- 2) There appears to be a bias towards roads connecting to significant tourist areas, which will be at the expense of heavy haulage transport routes, specifically in the Wheatbelt areas of the State. If there has to be a change of criteria, it should be on a level playing field. The criteria appears obscure and it is difficult to verify exactly what a relevant tourist attraction is.
- 3) Local governments have complied with medium to long term planning for road improvements under the current criteria, including obtaining clearing permits, commissioning engineering designs and carrying out safety audits. There appears to have been little regard for the extensive planning work that has been carried out when it is suggested roads meeting the current criteria yet not the revised criteria will no longer qualify for funding.
- 4) The Guidelines appears to be attempting to establish the concept of *One-Size-Fits-All*, which cannot be supported and is a concept local government (and WALGA) has been opposing strongly with the current Local Government Act Review process. It is important the unique individual circumstances of each region needs be taken into consideration when Guidelines are being considered. The Draft Guideline are basically insinuating we do not have it right now and there is a need for change. This may not necessarily be the case in many RRG areas.
- 5) The submission period on the proposed guidelines must be extended for at least six months to ensure the local government industry has appropriate time for consideration and debate all proposed changes to the guidelines and an analysis has been undertaken on the effects of any changes on each local government authority.

State funding for local government roads is derived from (a diminished) 20% of licence revenue. This percentage has been reduced by the State Government over the years. The Draft Guidelines, if adopted could result in a large number of roads currently qualifying for funding through RRG's to be deleted from the program. The fact remains these roads will still need to be improved and maintained into the future if they are to be fit for purpose.

The removal of existing significant roads also sends the message to the State Government the demand/need for road funding is not as high as it actually is (i.e. once existing RRG significant roads have been upgraded/improved the demand for State funding will diminish). The truth is the Guidelines need to be relaxed to ensure more local government roads are added to the RRG significant road list (not removed) as this will send a strong message to the State of there being a significant unmet need for road grant funding to local government roads, not the opposite.

It is also worth noting the Wheatbelt of Western Australia already has the highest road fatality rate per capita in the State and has the oldest road pavement inventory in the State, so any reduction in funding on rural roads will only exacerbate this issue.



The other concern is the Draft Guideline are basically insinuating we do not have it right now and there is a need for change. The Draft Guidelines appear to promote the concept of *One-Size-Fits-All*, which cannot be supported and is a concept local government (and WALGA) has been opposing strongly with the current Local Government Act Review process.

The Wheatbelt South Regional Road Group has sent a letter to Main Roads WA which also attaches to this report.

4. SEASON'S GREETINGS

2020 has been a year of many challenges and changes for the Shire of Wagin with a number of projects which have been planned for some time, coming on stream. The team effort prevailing has resulted in much being achieved and the outlook is positive for the town and the Shire generally.

I take this opportunity to extend my appreciation to staff and Councillors for their cooperation and support and for their receptiveness and contribution to ideas and initiatives to carry Wagin forward. The goodwill, collective wisdom and commitment of elected and staff members will ensure that the Shire will continue to serve its community well, into the future.

Best wishes are extended to all for an enjoyable festive season and a fruitful 2021.

CONSULTATION/COMMUNICATION

Nil

STATUTORY/LEGAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

WAGIN HISTORICAL VILLAGE INC

Draft Governance Structure

Management Committee

Chairperson
Deputy Chairperson
Secretary
Treasurer
Committee Members

DRAFT

Sub Committee-Buildings and Machinery

Sub Committee Manager
(Member of Management Committee)

Members

Tasks
Maintain Buildings and Surrounds,
Machinery and Vehicles

Sub Committee-History, Research & Promotion

Sub Committee Manager
(Member of Management Committee)

Members

Tasks
Collating and Archiving Materials
Photographic History of Wagin
Oral History Project
Website
Research

Sub Committee-General

Sub Committee Manager
(Member of Management Committee)

Members

Tasks
Visitors
Opening Village
Organising Events (WA Day,
Woolorama)
Grant Applications



PO Box 11 Wagin 6315

10/12/2020

Wagin Shire

Dear Bill and fellow councillors,

Further to discussion with our committee on the 09/12/2020, we are in agreeance with the Shire for the erection of a hall on the premises of the village grounds for the purpose of memorabilia regarding lost Wagin on the condition that the building has a gabled roof extending beyond the side walls to half a metre.

We also reserve the right to allocate the area in which the hall will be situated to coincide with our plan layout. This situation has been discussed with Bill and will open a new street running between the train station and Norring hall so that the new building will be behind the existing Norring hall with the Inn being opposite

We also feel that financial help should not be our responsibility.

The Building Hall must be in accordance with the existing buildings at the village

Yours Sincerely

Joyce Turnor sec



mainroads
WESTERN AUSTRALIA

FINAL
DRAFT

*We're working for
Western Australia.*

DRAFT GUIDELINES AND CRITERIA for the Identification of Significant Local Government Roads

Ordinary Meeting of Council
August 2020

PLB



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Background

The *Regional Strategies for Significant Local Government Roads* short title *Significant Local Government Roads* are a documented list of regionally significant Local Government roads for each Regional Road Group (RRG) and the development strategies for them.

The first editions, *Roads 2020 Regional Road Development Strategies*, were released during 1997 and 1998 and were an initiative of the 1992 Memorandum of Understanding between the State Government and the Western Australian Local Government Association (WALGA), then known as the Western Australian Municipal Association (WAMA). This document will inform the compilation of the latest version, which will supersede *Roads 2030* published in 2013.

Local Governments (via RRGs) work collaboratively to review and update the current list of Significant Local Roads to produce the latest strategy. This provides an agreed, strategic approach to the allocation of limited funding across the extensive road network within the state of Western Australia. Only projects on local roads included in the *Regional Strategies for Significant Local Government Roads* will be eligible for *Road Project Grant* funding under the latest *State Roads Funds to Local Government Agreement*. These Guidelines will be included in the annexure of each document.

The *Regional Strategies for Significant Local Government Roads* for each RRG are available on the [WALGA website](#).

Note - A separate Main Roads process is required to amend any Road Hierarchy classification. Should you wish to discuss these or other road classification process, contact the Road Classification Manager at enquiries@mainroads.wa.gov.au

Strategy Principles

The *Regional Strategies for Significant Local Government Roads* are an investment-planning tool to assist with allocating funding in a systematic fashion to achieve long-term significant planning goals for the Region and State through improvement of road infrastructure. Inclusion of a road in the *Regional Strategies* does not influence the amount of funding provided to a Regional Road Group.

Roads Maintenance

Funds to implement the *Significant Local Government Roads* improvement strategy are sourced from the Road Project Grants (Category 1) of the State Road Funds to Local Government Agreement (SRFLGA). State funding to assist with general maintenance needs of the local road network are typically allocated as Direct Grants.

The Office of the Auditor General (OAG) defines maintenance¹ under two main types:

Reactive maintenance includes sealing cracks and fixing potholes, cleaning up verges, road markings and signs. It is short term and needs to be done on a day-to-day basis to keep roads safe and serviceable,

Planned maintenance is more costly but has long-term benefits. It includes:

- Resurfacing of roads in response to aging, traffic wear and to prevent water damage, bridge repairs and replacing road markings;

¹ Maintaining the State Road Network report (page 10)⁶⁸

- *Rebuilding to restore the structure of roads and bridges. That may include strengthening the roads and bridges, correcting the shape of the road or minor changes in road width.*

Routine Maintenance

Reactive maintenance is often referred to as Routine Maintenance. Routine maintenance work is not to be included in strategies for individual roads within *Significant Local Government Roads* as it is assumed such activities will always be undertaken on roads and thus do not need to be referred to in improvement strategies. Furthermore, by its nature, routine maintenance does not improve the road.

Periodic Maintenance

Planned maintenance is more often referred to as Periodic Maintenance.

The need for major periodic maintenance works can be included in strategies for individual roads in *Significant Local Government Roads*. This includes works such as reseals and re-sheeting, rehabilitation, shoulder reconditioning and other heavy maintenance type works.

The potential need for inclusion of any periodic heavy maintenance work on a road must be documented as part of the overall strategy for the road.

Reconstruction

Reconstruction of roads is not maintenance as it replaces the existing asset with a new one, typically with a design life of 40 years. Where appropriate, the need to undertake reconstruction of all or part of a road is to be included in strategies for individual roads within *Significant Local Government Roads*.

Roads Forming Routes

The term “road” is used throughout this document. In some instances, a number of roads may be combined to create a route that is given an appropriate name for the purposes of identification. In the context of this document, “road” includes routes which have more than one individual road and an identifying route name.

Significant Local Roads Amendments

Should a RRG agree to seek an amendment to the endorsed *Significant Local Government Roads* this must be documented on the attached *Road Justification and Development Strategy Submission Form*. After approval by the RRG, it must be sent to the Road Classification Manager² at Main Roads to confirm the road/route meets the criteria. The Road Classification Manager will then submit the application to the *State Road Funds to Local Government Advisory Committee* (SAC) for endorsement. If endorsed, the Road Classification Manager shall update the RRG Roads List.

If an affected road crosses into an adjoining Region, then agreement should be reached with the adjoining RRG on the proposed change and both RRGs must apply for the amendments submitting copies of the approved forms from the adjoining RRG with the application.

Copies of these additional roads will be kept by the Road Classification Manager at Main Roads, who will update the *Regional Strategies for Significant Local Government Roads*.

Roads forming part of a larger Route should be shown as forming part of the Route and should be listed under the Route details on the *Road Justification and Development Strategy Submission Form*.

² enquiries@mainroads.wa.gov.au Attention: Road Classification Manager
 ment No: D20#818389

Criteria

The Criteria below identifies separate consideration for NETWORK/SIGNIFICANT, ROAD FUNCTION/FREIGHT, TRAFFIC and TOURISM criteria.

For a road to be considered for inclusion in the *Regional Strategies for Significant Local Government Roads* it shall meet **two (2)** of these criteria (with at least one criteria being met from two of the four sections). A road connecting to what is deemed a significant tourist attraction/area only needs to meet the Tourism requirement.

CRITERIA FOR SIGNIFICANT LOCAL ROADS

1. NETWORK / SIGNIFICANT

- Roads connecting areas of significant population (>500) [Census quick stats data 2016 - Link Here](#) - use quick search to check ABS Census population of town (UCL). [See also link below in Useful Links.](#)
- A road that is a **Regional** or **Inter Regional Route** providing the main connection between this region and other regions, in the State and interstate. Note – “region” does not refer specifically to Main Roads or RRG Regions in this instance refers to a generic region of significance i.e. tourist region, mining region, major town or centre etc.
- A road that connects **major transport terminals** or connects a **major transport terminal** to a major route. ([see definition below](#))
- A road that serves a **major resource or industrial site.** ([see definition below](#))
- A road providing access to **regional institutions or regional community service centres.** ([see definition below](#))
- A road that provides access to a remote indigenous community with a population of more than 250. ([see definition below](#)) OR a road that is the only land access between a remote indigenous community (population more than 50) and at least one town centre. ([see definition below](#))
- URBAN ROADS – A road which is the main connector to a significant industrial area, port facility, airport, major shopping centre or similar.

2. ROAD FUNCTION/FREIGHT

- RURAL ROADS ONLY - A **Major Route** that performs a Regional Distributor function as shown in the Road Hierarchy.
- URBAN ROADS ONLY – A road that is a Local Distributor or higher category in the Road Hierarchy.
- RURAL ROADS ONLY - A road that forms part of the **Restricted Access Vehicle notice** network 2 or above.
- URBAN ROADS ONLY A road that forms part of the **Restricted Access Vehicle notice** network 4 or above.
- A road used for hauling grain from an off road rail bin to a railhead OR is included in a network such as the [Secondary Road Freight Network Map](#). (Follow link and see page 24).

3. TRAFFIC VOLUME

- Has a PCU adjusted traffic AADT count (see the attached table) of over 200 AADT. (PCU = Passenger Car Unit. AADT = Annual Average Daily Traffic)
- URBAN ROADS ONLY- has a PCU adjusted traffic count (see the attached table) of over 10% of the town or cities current population OR a minimum 200 PCU, whichever is the greater. If under the required PCU traffic count, the road has a minimum of 200 AADT heavy vehicle count.

4. TOURISM

- Roads that provide access to tourist attractions or recreation areas of State or regional significance as per the Tourism WA website link below, OR Roads that form part of a State tourist drive or way.
Tourist Spot Map WA (Click on "MAP" button).

Note 1 – To ensure the traffic figures represent seasonal demand, traffic counts should show the high demand during the peak tourist season. This should be taken over 6 to 8 weeks during the peak activity period.

Note 2 – In the absence of sufficient traffic count evidence, a road may be accepted as passing the criteria with scoring **only** from the TOURISM category if it is felt the road connects to a strong regional tourist attracter.

OTHER CONSIDERATIONS

The development of parallel routes to roads already providing the network function should be avoided.

DEFINITIONS

Regional Route – Shall be defined as a road that provides a connection between inter – regional routes (State Roads) or between inter – regional routes (State Roads) and areas of significant population. ABS population data by region. Must show more than 5000 within the relevant UCL.

Inter Regional Route – Shall be defined as a road that provides the main connection between this region and other regions, in the State and interstate. Should be listed as a Regional Distributor in the Western Australian Road Hierarchy. Note region does not refer specifically to Main Roads or RRG Regions in this instance refers to a generic region of significance i.e. tourist region, mining region, major town or centre etc.

Major Route – A road that provides both regional and inter-regional access and is a Regional Distributor in the Western Australian Road Hierarchy.

Major Transport Terminal – Container, Rail or Air that generate at least 500 freight vehicle movements per day.

Major Resource or Industrial Site – This should be based on operating mine sites etc. and significant Industrial Areas (having at least 20 businesses or fewer businesses employing more than 200 people in total). Dept. Mines, Industry Regulation and Safety Mineral and Petroleum deposits.

Regional Institution or Community Services Centre – Such as regional hospitals.

Remote Indigenous Community – Refer to DPLH website [Aboriginal Community Maps](#)

Regional Heavy Haulage Route – Over 100 RAV vehicles per day of RAV 2 NETWORK and above with anecdotal evidence supporting regional movement.

Parallel Route performing the network role – If another local government road within the local government area (or close by within the region) is seen to be performing the Significant function then the road being considered should not be listed in the list of Local Government Roads of Significant Importance.

Urban Road – A road mainly located within a built up area of a town or city.

USEFUL LINKS

Town and City populations WA <https://www.citypopulation.de/php/australia-westernaustralia.php>

[ABS population data by region](#)

[Aboriginal Community Maps](#)

[Dept. Mines, Industry Regulation and Safety Mineral and Petroleum deposits.](#)

[Tourist Spot Map WA](#)

[Census quick stats data 2016 - Link Here](#)

[Secondary Road Freight Network Map](#)

[MRWA Traffic Map](#)

PCU CONVERSION

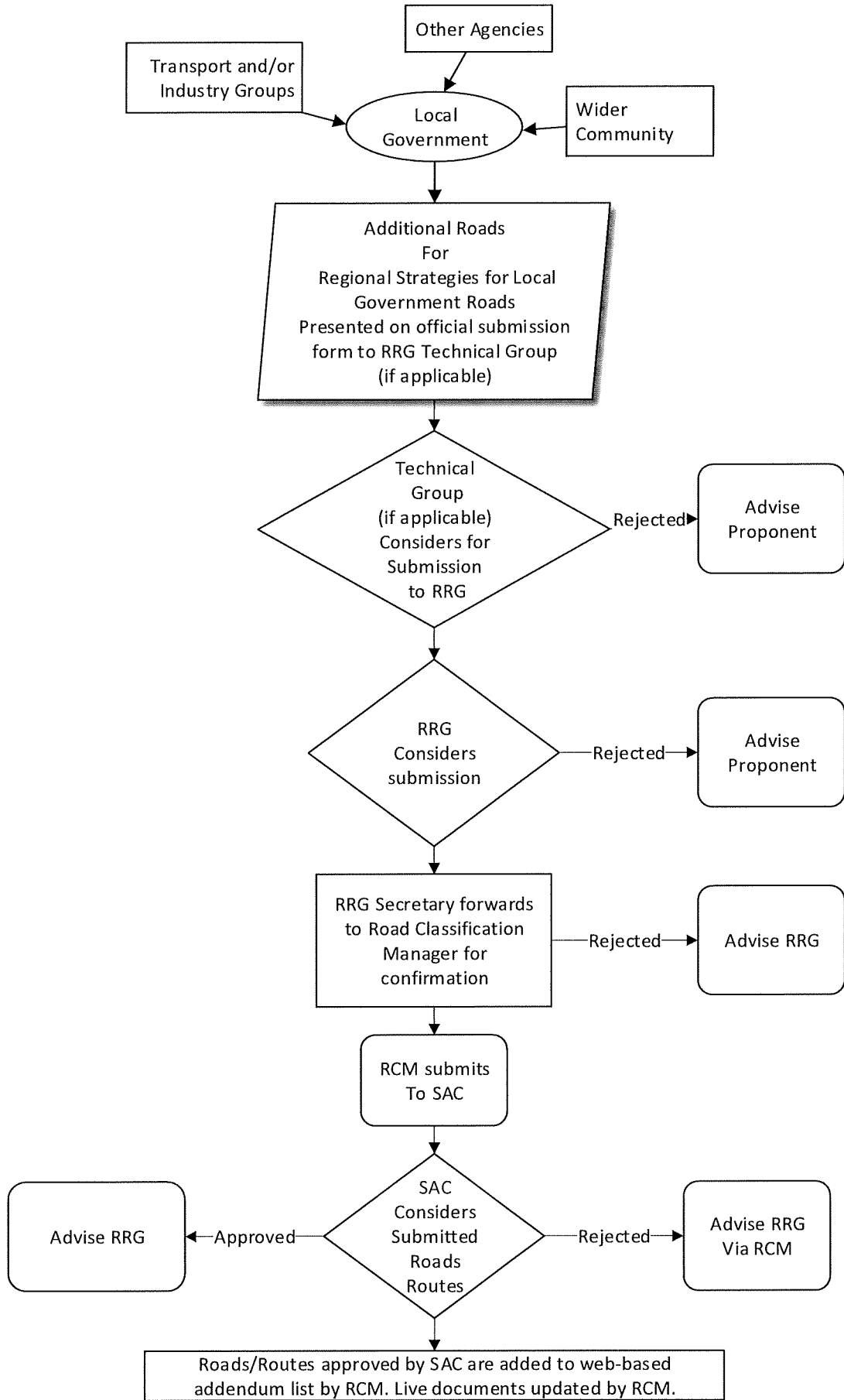
The table below adjusts the AADT count to show approximate equivalent volumes of Passenger Car Units on the roads within Western Australia.

Austrroads Class	Max Length in WA.	Passenger Car Unit
1 (1:1)	12.0m	1
2 to 5	14.5m	2.0
6 to 9	20.0m	3.0
10	27.5m	4.0
11	36.5m	6.0
12	53.5m	8.0
Motor cycle	-	0.4
Pedal cycle	-	0.2

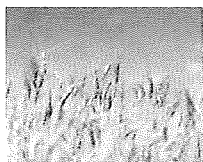
Note – this conversion table is for traffic counts of mixed class vehicle types to approximate the counts to equivalent Passenger Car Units and may not be applicable to road design applications

ONGOING REVIEW AND UPDATE PROCESS

**REGIONAL STRATEGIES FOR LOCAL GOVERNMENT ROADS
ONGOING REVIEW AND UPDATE PROCESS**



PRG



WHEATBELT SOUTH REGIONAL ROAD GROUP
Comprising Hotham-Dale, Lakes, Narrogin and Roe Sub Groups
All correspondence to RRG Secretariat, Main Roads WA PO Box 333 NORTHAM WA 6401

Enquiries: Katrina Crute (0439 373 282)

6th December 2020

Ron Tolliday
Main Roads WA

Dear Ron

Re: Final Draft Policy and Criteria for the Identification of Significant Local Government Roads

We acknowledge and thank Main Roads WA for the extension of time to provide feedback on the proposed new Policy & Criteria for the Identification of Significant Local Government Roads. WBS RRG acknowledges the challenges the Main Roads WA faces when developing a Policy & Criteria that covers all Regional Road Groups across the state and that there needs to be a robust and sustainable approach to the allocation of funding to Local Governments.

Wheatbelt South fundamentally disagrees with any new Policy & Criteria being made retrospective. Local Governments have been required to undertake significant planning works around the Roads that have been assessed against the Criteria for Roads 2030, this has involved significant investment in design, engineering and the application for Clearing Permits that in some cases in Wheatbelt South has taken 3 years to obtain. If the new Policy & Criteria for Roads 2040 is made retrospective many of these roads will "drop off" the list and that investment by Local Governments will largely go to waste and WBS do not support the application of a retrospective policy.

Wheatbelt South would like to propose *"That all 2030 listed roads for Local Governments in the Wheatbelt continue to qualify and be supported by Regional Road Group funding until these roads have been sealed as initially nominated and accepted"*

In addition to the above suggested change, WBS would like to see the following Criteria amended:

Network Significant criterion be amended to reduce the area of significant population to >250 in line with the population number referred to for indigenous communities.

Traffic Volume criterion should be changed to a PCU adjusted traffic AADT count of over 100.

The basis for our suggestions is that a large number of townsites in Wheatbelt South do not have populations greater than 500. The 'main' connecting roads between regions are primarily State Roads. A major transport terminal is defined as having 500 freight vehicles movements per day and connecting to a major route. Again, these routes are more likely to be State Roads, and WBS is unlikely to have any transport terminals with 500 daily vehicle movements. In addition, WBS has limited major resource or industrial sites as described in the definition & Regional institutions or regional community services are only provided to Narrogin in WBS, so criteria acceptance can only be to roads that connect to Narrogin.

The Agricultural Production of the Wheatbelt WA produces around 24% of the National GDP but has some of the oldest and most rundown road network in the Country. Our freight task is more challenging as there is not a single start or destination point and we have large volumes of freight traversing our local roads. We believe that by allowing those roads already identified as Significant Local Governments Roads and on the Roads 2030 list to remain will allow the Wheatbelt, in particular, Wheatbelt South to better meet the challenges facing the aging road network.

Wheatbelt South acknowledge through the Road Justification and Development Strategy Submission Form we can apply to SAC to vary the criteria for Identification of Significant Roads in WBS. We are, respectfully, doubtful as to the support any significant variation from the Guidelines would likely get and would much prefer that the guidelines more accurately reflect the views of the RRGs.

We thank you for the opportunity to provide feedback, should wish to discuss any of this with, please do not hesitate to ring me.

Kind regards,

Katrina Crute
Chairperson
Wheatbelt South Regional Road Group
sp@brookton.wa.gov.au



NOTE

Council resolved to defer item 12.1.2 – *Local Roads and Community Infrastructure Program – Determination of Priorities* to be discussed later in the meeting.

12.1.3. PARKING ISSUES/TRAFFIC CONFLICT - VERNON STREET WAGIN

PROPONENT:	Mr. Cameron Forrest – Wagin Mechanical Repairs
OWNER:	N/A
LOCATION/ADDRESS:	Vernon Street, WAGIN
AUTHOR OF REPORT:	Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	02 December 2020
PREVIOUS REPORT(S):	Nil
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	RD.RE.1
ATTACHMENTS:	<ul style="list-style-type: none">• Photograph

OFFICER RECOMMENDATION

Moved Cr

Seconded Cr

1. That Council approve the removal of 6 trees alongside Lot 51 Tudhoe Street and Lot 1 Vernon Street Wagin to accommodate off street parking for businesses in the area.
2. That Council accept the offer of the proponent to meet the costs of purchasing and planting 12 trees on adjacent Recreation Reserve 41854 as an offset for the removal of trees in Vernon Street.

Carried 0/0

MOTION/4463 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr B L Kilpatrick

1. That Council approve the removal of 6 trees alongside Lot 51 Tudhoe Street and Lot 1 Vernon Street Wagin to accommodate off street verge parking for businesses in the area on both sides of the road.
2. That Council accept the offer of the proponent to meet the costs of purchasing and planting 12 trees on adjacent Recreation Reserve 41854 as an offset for the removal of trees in Vernon Street.

Carried 7/1



BRIEF SUMMARY

Every year there is concern about conflict between grain haulage trucks utilising Vernon Street to access CBH facilities and vehicles parked on the street outside *Wagin Mechanical Repairs*. The width of the street is insufficient to accommodate these competing requirements and the Shire erects temporary *No Parking* signs outside *Wagin Mechanical Repairs* to prevent vehicles parking during harvest.

BACKGROUND/COMMENT

The proponent has discussed this matter on site with the CEO with a view to determining how the parking situation may be improved outside of his premises. In an ideal world, it would be logical to utilise a portion of Recreation Reserve 41854 and this option has been explored previously. The difficulties associated with this include land tenure constraints and opposition from other parties who wish to ensure the intended purpose for the Reserve is not compromised. Parking behind the premises at *Wagin Mechanical Repairs* is seemingly not a practical option at this time, due to most of the staff and client interaction being conducted from the frontage of the business on Vernon Street.

One way of providing some additional parking would be for the street verge on the west side of Vernon Street to be made available. This would necessitate the removal of six street trees adjacent to Lot 51 Tudhoe Street and Lot 1 Vernon Street (opposite *Wagin Mechanical Repairs* and *Wagin Panel and Paint*). It has been ascertained from the owners of these properties (Big Bale Company) that they would have no objection to the removal of the trees and for the street verge to be used for parking.

The Manager of Works has advised that some minimal work would be required to level the street on the western side.

The proponent has offered to meet the costs of purchasing and planting 12 trees on Recreation Reserve 41854 as an offset for the trees that are proposed to be removed.

CONSULTATION/COMMUNICATION

- Mr Cameron Forrest – Proponent
- Mr Russel Thomson – Big Bale Company
- Manager of Works

STATUTORY/LEGAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Council's Street Tree Policy provides that trees may be removed: *When they constitute a threat to personal safety, trees that are diseased, decaying, infested or dead, structurally weak or are a traffic hazard.*

Whilst the trees the subject of this report do not fall into these categories, their removal would help mitigate the traffic hazard which presents itself during the harvest period every year along this section of Vernon Street.

FINANCIAL IMPLICATIONS

The cost of removing of the trees and levelling the street verge to accommodate parking would be contained within the Shires current financial year budget allowance for works of this nature.



STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority



PRB



12.1.4. CONTRACT – PROVISION OF REFUSE, RECYCLING, GREEN WASTE COLLECTION SERVICES & REFUSE SITE MAINTENANCE

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	07 December 2020
PREVIOUS REPORT(S):	25 August 2020 – Ordinary Meeting of Council
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	WM.SP.3
ATTACHMENTS:	Nil

OFFICER RECOMMENDATION/4464 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr L A Lucas

That Council endorse the proposed contract governing the provision of refuse, recycling, green waste collection services & refuse site maintenance.

Carried 8/0

BRIEF SUMMARY

Council accepted a tender from Great Southern Waste in May 2018 for the provision of refuse, recycling, green waste collection & refuse site maintenance. The agreement between the Shire of Wagin and Great Southern Waste has been embodied in a formal contract document which governs the obligations of both parties. The contract (in draft form) is submitted for endorsement by Council.

BACKGROUND/COMMENT

Council resolved in August 2020:

That contract documentation be prepared to govern the provisions Tender No 5 2017/18 – Provision of Refuse, Recycling, Green Waste Collection Services & Refuse Site Maintenance.

Contract documentation has been prepared accordingly and is attached to this report. It remains for it to be endorsed by Council prior to formal execution.

CONSULTATION/COMMUNICATION

- Manager of Finance
- Executive Assistant
- Mr Kevin Timms – Great Southern waste

STATUTORY/Legal IMPLICATIONS

Local Government Act 1995 – section 3.57 Tenders *for providing goods and services*

POLICY IMPLICATIONS

Nil



FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority



SHIRE OF WAGIN

GENERAL CONDITIONS OF CONTRACT

PROVISION OF REFUSE, RECYCLING, GREEN WASTE COLLECTION SERVICES & REFUSE

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DATE – PERIOD COMMENCING ON 01 DAY OF JULY 2018

PARTIES

SHIRE OF WAGIN of 2 Arthur Road, WAGIN WA 6315 [ABN 84 132 233 744] ('Principal');

and

GREAT SOUTHERN WASTE DISPOSAL of PO Box 271, NARROGIN WA 6312 [ABN 30 058 506 341] ('Contractor').

BACKGROUND

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

The Parties agree as follows:

OPERATIVE PAR

1. DEFINITIONS

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

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

'Approved Purpose' means the performance by the Contractor of:

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

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

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

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

'Bin Services Specification' means the technical specification for provision of Bin Services (if any) described in Schedule 2.

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

'Bulk Waste' means Household Junk or Green Waste (or both).

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

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

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

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

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

'Collection Area' means the area (if any) nominated as such in Item 3 of the Collection Contract Specifics and Schedule 6.

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

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

'Collection Schedule' means the schedule for the provision of Collection Services as determined by the parties in accordance with Clause 4 of Schedule 3.

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

'Collection Services Specification' means the specification for the Collection Services described in Schedule 3. (if any).

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

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

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

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

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

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

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

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

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

'Contract Specifics' means the:

- (a) General Contract Specifics;
- (b) Goods Contract Specifics;
- (c) Collection Contract Specifics;
- (d) Landfill Management and Transfer Station Contract Specifics; and
- (e) Green Waste pushed up into windrows,

to the extent that they form part of the Contract. .

‘Contractor Maximum Liability Amount’ means the amount specified as such set out in Item 21 of the General Contract Specifics.

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

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

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

‘Date for Delivery’ means the date or dates the Goods are to be delivered to the Delivery Point in full as set out in Item 9 & 10 of the Goods Contract Specifics.

‘Deduction’ has the meaning given in Clause 30.1.

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

‘Delivered Material’ means:

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

‘Delivery Point’ means the:

- (a) Residential (and selected Commercial, Industrial, or “Town-site” Rural) Tenements; or
- (b) other place nominated by the Principal’s Representative in accordance with Clause 3.1(b) of Schedule 3,

as may be updated by the Principal during the Term.

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

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

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

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

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

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

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

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

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

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

'Facility Operator' means the operator of the relevant Facility.

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

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

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

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

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

'General Contract Specifics' means the contract information contained in Schedule 1.

'Good Industry Practice' means:

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

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

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

'Green Waste' means:

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

'Green Waste Facility' means:

- (a) if Green Waste Processing Services do not form part of the Contract, the contractor shall push up green waste in windrows

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

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

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

'Included Schedules' means:

- (a) if Bin Services form part of the Contract, Schedule 3;
- (b) if Collection Services form part of the Contract, Schedule 2
- (c) if Recyclables Sorting Services or Green Waste Processing Services (or both) form part of the Contract, **Schedule 3**.

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

'Insolvency Event' means the happening of any one of the following events with respect to the Contractor:

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

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

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

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

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

'Item' means an Item specified in the Contract Specifics.

'Key Performance Indicators' or **'KPIs'** means the key performance indicators (if any) described in Schedule 5..

'Landfill Facility' means:

- (a) if Landfill Management Services do not form part of the Contract, the landfill facility to which the Contractor must deliver Delivered Material or Residue (or both) as may be directed by the Principal from time to time; or

'Law' means:

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

'Legal Requirement' means:

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

'Licenced Area' means:

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

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

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

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

'Maximum Capacity' means the maximum capacity of the Landfill Facility permitted by Law.

'Maximum Compaction Rate' means the maximum compaction rate specified in Item Schedule 3 of the Recyclables Sorting and Green Waste Processing Contract Specifics.

'Maximum Tonnage' means the maximum volume of Delivered Material that the Transfer Station, Recyclables Facility or Green Waste Facility (as the case may be) can accept in the course of one day, as described in Schedule 3 of the Recyclables Sorting and Green Waste Processing Contract Specifics (whichever relevant).

'OH&S Management System' means an occupational health and safety management system to identify hazards in respect of health and safety, assess risks associated with those hazards and implement measures to eliminate or mitigate those risks that meets the requirements (if any) set out in Schedule 3

'Opening Hours' means:

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

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

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

'Over-compaction Charge' means the charge specified as such in Schedule 4 of the Recyclables Sorting and Green Waste Processing Contract Specifics.

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

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

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

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

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

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

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

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

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

'Quality System' means the quality control system operated by the Contractor for the provision of the relevant Services that meets the requirements (if any) set out in Schedule 1.

'Recyclables' means:

- (a) for the purposes of the Collection Services, if that services applies, paper, glass, cans, plastics and any other item identified as such in Item 8 of the Collection Contract Specifics; and
- (b) for the purposes of the Recyclables Sorting Services, if that service applies, paper, glass, cans, plastics and any other item identified as such in Schedule 4 of the Recyclables Sorting and Green Waste Processing Contract Specifics.

'Recyclables Facility' means:

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

'Recyclables Sorting and Green Waste Processing Contract Specifics' means the contract information identified as such in Attachment 1 of Schedule 4

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

'Recyclables Sorting Specification' means the technical specification for the Recyclables Sorting Services described in Schedule 4.

'Representative' means the Principal's Representative or the Contractor's Representative.

'Residential Tenement' means a Tenement which is used for residential purposes.

'Residue' means any Delivered Material which is not:

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

'Review Date' means each 12 month anniversary of the execution of the Contract.

'Schedule of Rates' means the contract price schedule described in Schedule 8

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

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

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

'Specification' means each of the technical specifications set out in Schedule 7 for each of the Goods and/or Services identified in Items 12 and 13 of the General Contract Specifics.

'Start Date' has the meaning given in Item 9 of the General Contract Specifics.

'State of Emergency' has the meaning given in Clause 49.

'Step-In Event' has the meaning given in Clause 25.2.

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

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

'Tender' has the meaning given to it in the Waste Panel Contract.

'Tenement' means:

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

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

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

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

'Variation Form' means a written notice substantially in the form set out in Schedule 9 under which the Principal has directed a Variation in accordance with Clause 23.

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

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

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

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

2. INTERPRETATION

In the Contract (unless the context otherwise requires):

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

3. BUSINESS DAYS

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

4. SCHEDULES THAT FORM PART OF THE CONTRACT

- (a) Schedules 2 to 4 form part of the Contract to the extent that the relevant schedule is an Included Schedule.
- (b) Schedule 1 and Schedules 5 to 10 form part of the Contract.

5. ORDER OF PRECEDENCE

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

- (a) the Contract Specifics;
- (b) Clauses 1 to 50 and the Included Schedules;
- (c) any other schedules, attachments or annexures to the Contract; and
- (d) any Order.

6. SEVERABILITY

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

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

7. NOTICES

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

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

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

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

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

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

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

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

8. CONTRACTOR TO HAVE INFORMED ITSELF

8.1 The Contractor shall be deemed to have:

- (a) examined carefully the Contract and any other information made available by the Principal to the Contractor in connection with the Contract (whether before or after the date of the Contract);
- (b) examined the Delivery Points, the Collection Area and Facilities (as applicable) and surroundings thereof (if applicable);
- (c) examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the performance of its obligations under the Contract;
- (d) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract; and
- (e) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.

8.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause 8 will not relieve the Contractor of its obligation to perform and complete the Contract in accordance with the Contract.

9. COMPLYING WITH LEGAL REQUIREMENTS

9.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of the Contract.

9.2 Without limiting in any way the generality of the foregoing or Clause 10, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984 (WA)* and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to the Contract.

9.3 If a Legal Requirement is at variance with a term of the Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or Services and/or the way in which they must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

10. SAFETY OBLIGATIONS

10.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety, including by ensuring that the Contractor's Personnel behave in a safe manner.

10.2 The Contractor must supply or arrange to be supplied (at its own cost) all things necessary to ensure the Services are carried out and the Goods are provided in a manner that is safe and without risks to health.

10.3 The Contractor must ensure that the Services are performed and the Goods are provided in a manner that is safe and without risks to any person.

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

11. ENVIRONMENTAL MANAGEMENT

- 11.1 The Contractor must ensure that in providing each of the relevant Services, it:

- (a) does not cause or contribute to an Environmental Incident or Contamination;
 - (b) complies with all Legal Requirements concerning the Environment;
 - (c) minimises any impact on the Environment;
 - (d) immediately notifies the Principal of, and remedies as soon as practicable:
 - (i) any non-compliance with the requirements of any Legal Requirements concerning the Environment;
 - (ii) any Environmental Incident or Contamination; or
 - (iii) the receipt of any notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.
- 11.2 The Contractor is responsible for all costs related to an Environmental Incident or Contamination, attributable to the contractor including the cost of undertaking any remedial action.
- 11.3 The Contractor must:
- (a) except as otherwise provided in the Contract, obtain, maintain and comply with all Approvals required under any Laws governing environmental controls for the carrying out of the Services (at its own cost);
 - (b) operate all Plant and Equipment in compliance with the *Environmental Protection (Noise) Regulations 1997 (WA)*;
 - (c) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management System ('**EMS**') certified as complying with the requirements of AS/NZS ISO 14001 and any further requirements set out in Schedule 1;
 - (d) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management Plan for each of the relevant Services ('**EMP**') that meets the requirements (if any) set out in Schedule 1;
 - (e) provide the EMP (if any) to the Principal's Representative for approval at least 21 days prior to the Start Date; and
 - (f) undertake the Services in accordance with the EMS and EMP (if any) referred to in Clause 11.3(c) to 11.3(d).
- 11.4 The Contractor must ensure that, if it is the Facility Operator, the relevant Facility is:
- (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Facility and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
 - (b) operated in accordance with the Operational Plan, the OH&S Management System, the EMP, the EMS and the Quality System (whichever applicable according to the General Contract Specifics); and
 - (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Contractor is required to conduct under the Contract.

12. CONTRACTOR'S PERSONNEL

- 12.1 The Contractor must ensure that the Contractor's Personnel:
- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
 - (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Services or delivery of the Goods;

- (c) perform the Services and deliver the Goods in a careful and clean manner and with as little noise and disturbance as is practicable;
- (d) do not cause any damage to any property;
- (e) obey all relevant Legal Requirements; and
- (f) drive on the correct side of any road and avoid the obstruction of traffic when performing the Services or delivering the Goods.

12.2 The Contractor must ensure that the Contractor's Personnel:

- (a) do not consume any alcoholic beverage or take any illegal substance;
- (b) do not have a blood alcohol reading in excess of the legal limit; and
- (c) are not under the influence of any drug which could impede his or her ability to safely or efficiently perform the Service or deliver the Goods,

while performing the Services, delivering the Goods or any related activities.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 The Contractor shall not:

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

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

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

14. INDEMNITY

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

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

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

14.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 14.

15. INTELLECTUAL PROPERTY RIGHTS

- (a) The Contractor warrants that the Goods and/or Services and any documents or methods of working provided by the Contractor do not infringe any Intellectual Property Right.
- (b) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (c) All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.
- (d) Except as otherwise provided in the Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Goods and/or Services and any documentation provided by the Contractor pursuant to the Contract vests in and shall remain vested in the Contractor.
- (e) Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (f) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Goods and/or Services and any documentation provided pursuant to the Contract.
- (g) The Principal grants to the Contractor a royalty free and non-transferrable licence to use the Principal's trade mark provided to the Contractor for the purposes of identification of Collection Vehicles when they are used to provide the Services and marketing the Goods and/or Services for the Term. The Principal may revoke the licence granted under this Clause at any time, upon written notice to the Contractor.

16. ORDERS

16.1 If the Contract is a Framework Agreement, this Clause 16 applies.

16.2 The Principal:

- (a) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
- (b) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.

16.3 Within five Business Days after receipt of an Order the Contractor must give notice to the Principal if it:

- (a) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
- (b) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.

16.4 If the Contractor:

- (a) gives notice under Clause 16.3, the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with the Contract; or
- (b) does not give notice pursuant to Clause 16.3 the Contractor must perform its obligations under the Order in accordance with the Contract.

- 16.5 If, pursuant to a notice issued under Clause 16.3, the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
- (a) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
 - (b) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.
- 16.6 The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.
- 16.7 The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods delivered to the Delivery Points and any Services provided prior to the date the cancellation is notified to the Contractor.

17. QUALITY OF GOODS

- 17.1 If the Contract requires the delivery of Goods, including as part of the Bin Service, the Contractor must ensure that all Goods supplied under the Contract:
- (a) conform to the description specified in the Contract and to samples provided (if any) by the Principal;
 - (b) where no standards are specified in the Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
 - (c) are fit for the purposes set out in, or which a Professional Contractor would reasonably infer from, the Contract;
 - (d) are properly, safely and securely stored and labelled for identification and safety; and
 - (e) are new and of merchantable quality.
- 17.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

18. QUALITY OF SERVICES

- 18.1 If the Contract requires the provision of any of the Services, the Contractor must ensure that:
- (a) the Services match the description of the Services in the Contract;
 - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into the Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved the result (as the case may be);
 - (c) the Services are provided in accordance with the KPIs;
 - (d) the Services are performed with the professional skill, care and diligence expected of a Professional Contractor;
 - (e) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the standards set out in the Contract and are fit for their usual purpose and any purpose described in the Contract; and
 - (f) the Services are provided in accordance with the Principal's protocols as notified to the Contractor from time to time.

- 18.2 For each of the relevant Services, the Contractor must, except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain a Quality System.
- 18.3 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training, and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within two Business Days of request) to carry out the Services in accordance with the Contract; and
 - (b) are able to:
 - (i) perform the Services without the supervision of the Principal's Personnel; and
 - (ii) resolve any matters arising from the performance of the Services.

19. SUPPLY OF GOODS AND SERVICES

- 19.1 The Contract commences on the Start Date and continues for the Initial Term.
- 19.2 The Principal may, at its discretion, extend the Contract by giving notice in writing to the Contractor before expiry of the Initial Term, for an Extended Period to commence on the day after the end of the Initial Term and ending after the period of the Extended Period has elapsed.
- 19.3 The Contractor must supply the Goods and/or Services to the Principal in accordance with the Contract during the Term.
- 19.4 The Contractor must:
- (a) obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal; and
 - (b) comply with any applicable Legal Requirements in supplying the Goods and/or Services to the Principal.
- 19.5 The Contractor must comply with all reasonable directions issued by the Principal's Representative in relation to the Goods and/or Services.
- 19.6 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.
- 19.7 If the Contractor:
- (a) delivers more Goods than the quantity specified in the Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in the Contract to the Contractor at the Contractor's sole risk and expense; or
 - (b) performs more Services than the quantity specified in the Contract, the Principal is not liable to pay for the additional quantity.

20. PLANT AND EQUIPMENT

- 20.1 The Principal will supply Principal Supplied Plant and Equipment (if any) and the Contractor must supply all other things necessary to provide the Goods and/or Services, including labour and Plant and Equipment, at its expense.
- 20.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- 20.3 Principal Supplied Plant and Equipment remains the Principal's property and the Contractor may only use the Principal Supplied Plant and Equipment for the purpose of fulfilling the Contractor's obligations under the Contract.

- 20.4 The Contractor must compensate the Principal for any loss or damage to the Principal's premises or property (including the Principal Supplied Plant and Equipment) caused by the acts or omissions of the Contractor or the Contractor's Personnel.
- 20.5 The Contractor must promptly return to the Principal:
- (a) any of the Principal Supplied Plant and Equipment referred to in Clause 20.1 that it no longer requires for performance of the relevant Services; and
 - (b) all of the Principal Supplied Plant and Equipment referred to in Clause 20.1 remaining at expiry of the Term.

21. RECORDS, REPORTING AND AUDITS

- 21.1 The Contractor must maintain records of:
- (a) all complaints and queries received in respect of its performance of its obligations under the Contract;
 - (b) the results of any investigations made into complaints;
 - (c) any accidents or other incidents where a possibility of injury to persons or property damage arose;
 - (d) if delivery of Bins forms part of the Contract (including as part of the Bin Services), time and place of delivery of Bins;
 - (e) Environmental Incidents;
 - (f) if any of the Services form part of the Contract, its performance of each of the relevant Services, measured against the KPIs; and
 - (g) any other information reasonably requested by the Principal's Representative.
- 21.2 The Contractor must:
- (a) deliver a report, in a format approved by the Principal's Representative, based on the records it is required to keep under Clause 21.1 to the Principal's Representative monthly, or at an alternative frequency agreed to by the Principal's Representative; and
 - (b) make the records available on demand for inspection by the Principal's Representative or a person nominated by the Principal's Representative. If directed by the Principal's Representative, the Contractor must prepare a report on any issue arising from the records within a period specified by the Principal's Representative.
- 21.3 The Principal may audit, or engage third parties to audit, the performance of the Services at any time. The Contractor must provide any reasonable assistance requested by a member of the Principal's Personnel, or a third party engaged for this purpose by the Principal, in checking the Contractor's compliance with any of its obligations under the Contract.

22. REPRESENTATIVES

- 22.1 Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to the Contract.
- 22.2 The Principal's Representative may exercise all of the Principal's rights and functions under the Contract (including giving directions), except in connection with terminating the Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 36, or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- 22.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with the Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

23. VARIATION

- 23.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 23.
- 23.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation ('**Variation Proposal**'). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within five Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- 23.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.
- 23.4 The Variation Proposal must specify:
- (a) the effect the Contractor anticipates the proposed Variation will have on the Date for Delivery, the Contract Price and the KPIs (if any); and
 - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- 23.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 23.2, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the Date for Delivery and the KPIs (as the case may be).
- 23.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- 23.7 The Contractor acknowledges and agrees that, subject to Clause 23.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 23.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the Date for Delivery and the KPIs (as the case may be).
- 23.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 23.13.
- 23.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- 23.10 If the Parties are unable to agree on:
- (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
 - (i) if the Contract prescribes rates or prices to be applied in respect of the Goods and/or Services, those rates or prices must be used; or
 - (ii) if Clause 23.10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
 - (b) the impact of the Variation on the Date for Delivery and the KPIs (as the case may be),
- then the Principal's Representative must determine a reasonable impact and amend the relevant Date for Delivery or the KPIs (as the case may be) by notice in writing to the Contractor.
- 23.11 A Variation does not invalidate the Contract.
- 23.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under Clause 23 or elect not to direct a Variation.

23.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

24. SUSPENDING THE CONTRACT

24.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend the Contract or any part of the Contract.

24.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under the Contract until such time that the Principal or the Principal's Representative directs that the Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under the Contract.

24.3 Where the suspension of the Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of the Contract. For the avoidance of doubt, such costs must not include Consequential Losses.

24.4 If the Principal or the Principal's Representative suspends the Contract or any part of it in accordance with Clause 24.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Date for Delivery and the End Date are extended by the period of that suspension.

24.5 The remedies set out in Clauses 24.3 and 24.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending the Contract.

25. STEP-IN

25.1 The Principal may, but is not obliged to, step in and perform the whole or part of the Services to the extent necessary to cure the Step-in Event ('**Step-in Rights**').

25.2 The Principal is entitled to exercise the Step-in Rights when, in the reasonable opinion of the Principal:

- (a) an Insolvency Event has occurred in respect of the Contractor;
- (b) the Contractor is affected by a Force Majeure Event which delays the performance of the Services for more than five Business Days;
- (c) there is a real and immediate risk that an Approval required under the Contract will be revoked or not granted;
- (d) there is a real and immediate risk of action being taken by a governmental agency to require the Contractor to cease operating; or
- (e) there is a real and immediate threat to public health or public safety associated with the delivery of the Goods and/or performance of the Services,

(each a **Step-in Event**).

25.3 If the Principal is entitled to exercise the Step-in Rights, then the Principal, in its discretion:

- (a) may enforce any of the contracts or arrangements to which the Contractor is a party in relation to the Services to the extent necessary to enable the Principal to undertake the actions in Clause 25.1; and
- (b) is deemed to exercise the Step-in Rights as agent of and on behalf of the Contractor but nothing in this Clause 25.3(b) operates to require the Principal to act in the best interests of the Contractor.

25.4 Prior to the exercise of the Step-in Rights, the Principal must:

- (a) where there is imminent harm or danger to person, property, or the relevant Facility, give at least one day's written notice to the Contractor; or
- (b) otherwise, give at least five Business Days' written notice to the Contractor,

and give particulars of the circumstances giving rise to its exercise of the Step-in Rights.

- 25.5 The Principal will not be obliged to perform all or any of the Contractor's obligations under the Contract, nor will the Principal be liable for any Loss suffered by the Contractor, as a result of actions taken or omissions made by or on the Principal's behalf in the course of exercising or purporting to exercise the Step-in Rights, provided that the Principal has acted reasonably and honestly and has not acted fraudulently or with reckless disregard for the consequences of its acts or omissions.
- 25.6 The Contractor must comply with any reasonable direction of the Principal when the Principal exercises the Step-In Rights.
- 25.7 The Contractor for the duration of the Principal's exercise of the Step-in Rights:
- (a) irrevocably appoints the Principal, and such persons as are from time to time nominated by the Principal, jointly and severally as its attorney with full power and authority to take any action in the exercise of the Step-in Rights; and
 - (b) must ratify and confirm whatever action an attorney appointed under Clause 25.7(a) takes in accordance with that Clause.
- 25.8 If the Principal has stepped-in in accordance with Clause 25.1, the Principal:
- (a) must continue to pay the Contract Price in accordance with the Contract; and
 - (b) may retain, withhold, reduce or set-off from the Contract Price any costs incurred associated with the exercise of the Step-In Rights under this Clause 25.

26. WARRANTIES

The Contractor shall obtain all warranties specified in the Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the said warranties.

27. VARIATION TO CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released under any Legal Requirement, except by the express written agreement of the Principal.

28. PRICE BASIS

- 28.1 Unless otherwise stated in the Contract, the Contract Price shall be firm and not subject to rise and fall.
- 28.2 Unless otherwise provided in the Contract, the Contractor shall pay all packaging, freight, Taxes, insurances, and other charges whatsoever, in connection with the Contract and the Goods and/or Services including delivery of Bins to the Delivery Point and the return of Goods wrongly supplied and all packaging.
- 28.3 Unless stated otherwise in the General Contract Specifics, on each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Services in accordance with this Clause 28.3. Unless stated otherwise in the General Contract Specifics, the Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

29. INVOICING AND PAYMENT

- 29.1 Subject to the Contractor satisfactorily delivering the Goods or performing the Services (or both) in accordance with the Contract, the Principal must pay the Contractor the Contract Price calculated in the manner described in Item 18 of the General Contract Specifics.

- 29.2 As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties) the Contractor must provide to the Principal an Invoice for that part of the Contract Price that is payable in respect of the calendar month.
- 29.3 An Invoice must include the details set out in the General Contract Specifics.
- 29.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor and to the Contract Price contained in the Invoice being correctly calculated, the Principal must pay all Invoices that comply with Clause 29.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:
- (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
 - (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
 - (c) disputes the Invoice, in which case:
 - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
 - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.
- 29.5 A payment made pursuant to the Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.
- 29.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid the Contract.
- 29.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

30. KEY PERFORMANCE INDICATORS

- 30.1 The Principal will, in assessing each Invoice, determine whether the Contractor has achieved the Key Performance Indicators applicable to the Goods and/or Services the subject of the Invoice. If any applicable Key Performance Indicators have not been achieved, the Principal may deduct 20% of the amount otherwise due to the Contractor under that Invoice ('**Deduction**').
- 30.2 The Principal may have recourse to Deductions retained under the Contract at any time it is entitled to recover from, or be paid (or has a bona fide claim that it is entitled to recover from or be paid) an amount claimed as due under the Contract or otherwise than under the Contract.
- 30.3 Within 20 days after the End Date, the Principal must return to the Contractor any Deductions, after retaining any withholding or set-off the Principal is entitled to make pursuant to the Contract.
- 30.4 If the Principal wrongfully withholds any Deduction under Clause 30.3, the Principal must repay the amount wrongfully withheld plus interest calculated at the rates specified in the General Contract Specifics from the End Date until the day that the money was repaid. The Contractor's entitlement under this Clause 30 is the sole entitlement in respect of the wrongful Deduction.

31. CONFIDENTIAL INFORMATION AND PUBLICITY

- 31.1 The Contractor must not advertise, publish or release to the public:

- (a) the Confidential Information; or
 - (b) other information concerning the Goods and/or Services, or the Contract, without the prior written approval of the Principal.
- 31.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
- (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under the Contract; or
 - (b) disclose the Confidential Information:
 - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under the Contract) to the Contractor's legal advisors, accountants or auditors; or
 - (ii) where disclosure is required by Law (including disclosure to any stock exchange).
- 31.3 The rights and obligations under this Clause 31 continue after the End Date.

32. GOODS AND SERVICES TAX

- 32.1 Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 32.2 Unless expressly included, the consideration for any supply made under or in connection with the Contract does not include an amount on account of GST in respect of the supply (**'GST Exclusive Consideration'**) except as provided under this Clause.
- 32.3 Any amount referred to in the Contract (other than an amount referred to in Clause 32.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- 32.4 To the extent that GST is payable in respect of any supply made by a Party (**'Supplier'**) under or in connection with the Contract, the consideration to be provided under the Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 32.5 The recipient must pay the additional amount payable under Clause 32.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 32.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 32.4 or at such other time as the Parties agree.
- 32.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with the Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 32.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 32.8 If one of the Parties to the Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with the Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 32.4.

33. CONSEQUENTIAL LOSS

In relation to Consequential Loss:

- (a) except for Loss described in Clauses 14 and 33(b) but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) Clause 33(a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 33(a), the Contractor would have insurance cover for that Consequential Loss under an Insurance.

34. LIMITS ON LIABILITY

- 34.1 The Contractor's liability to the Principal in respect of Loss under the Contract in the aggregate for all claims is limited to the Contractor Maximum Liability Amount.
- 34.2 To the extent that the Principal is liable to the Contractor under any Legal Requirement or under the Contract, the Principal's liability to the Contractor in respect of Loss under the Contract in the aggregate for all claims is limited to the Principal Maximum Liability Amount.
- 34.3 The limitation of liability in Clause 34.1 does not apply in respect of:
 - (a) any fraud, deliberate default, gross negligence or Wilful Misconduct by the Contractor or the Contractor's Personnel; or
 - (b) any loss arising from any claim by a third party against the Principal arising out of any act or omission of the Contractor or the Contractor's Personnel.

35. FORCE MAJEURE EVENT

- 35.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under the Contract ('**Affected Obligations**') and must either:
 - (a) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.
- 35.2 The Party's obligation to supply the Affected Obligations is suspended for as long as performance of the obligation is prevented by the Force Majeure Event.
- 35.3 If the Contractor is the Party with Affected Obligations, the Principal is relieved, to the extent the Contractor is precluded from providing the Goods and/or Services, from any payment to the Contractor for duration of the delay resulting from the Force Majeure Event.
- 35.4 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 35.5 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate the Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of the Contract being terminated.
- 35.6 The Parties will be responsible for their own costs incurred during the period of the Force Majeure Event.

36. SETTLEMENT OF DISPUTES

- 36.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').

- 36.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
- (a) alleged facts on which the claim is based;
 - (b) legal basis on which the claim is made; and
 - (c) relief that is claimed.
- 36.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
- (a) its position in relation to the Dispute; and
 - (b) the basis for its position.
- 36.4 Within 10 Business Days of receipt of the response referred to in Clause 36.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to the Contract.
- 36.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 36.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 36.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

37. TERMINATION OF CONTRACT

- 37.1 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under the Contract or under any applicable Legal Requirement.
- 37.2 If the Contractor:
- (a) subject to Clause 36, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in the Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
 - (b) suffers an Insolvency Event;
 - (c) or any of the Contractor's Personnel, are found guilty of any criminal act in connection with the performance of the Contractor's obligations under the Contract that may bring the Principal into disrepute;
 - (d) assigns or subcontracts the Contract or any part thereof without the prior written consent of the Principal;
 - (e) fails to achieve the KPIs for a period of six continuous months;
 - (f) includes in its Tender or other information provided to the Principal any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
 - (g) or any of the Contractor's Personnel:
 - (i) does an act or omission of the type described in Clause 14.1(d); and
 - (ii) the Contractor, within five Business Days of a notice from the Principal does not remedy the act or omission or put in place a cure plan to remedy the act or omission to the Principal's reasonable satisfaction,

then the Principal may by notice in writing to the Contractor immediately terminate the Contract whether any Orders remain outstanding or not and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete the Contract.

- 37.3 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 37.2 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- 37.4 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest; and
 - (b) co-operate with and assist the Principal to transition the provision of the Goods and/or Services from the Contractor to the Principal or a third party.
- 37.5 The termination of the Contract does not affect:
- (a) any rights of the Parties accrued before the End Date; and
 - (b) the rights and obligations of the Parties under the Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

38. WAIVERS AND AMENDMENTS

- 38.1 The Contract may only be amended, or its provisions waived, in writing by the Parties.
- 38.2 No forbearance, delay or indulgence by the Principal in enforcing the provisions of the Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

39. ENTIRE AGREEMENT

- 39.1 To the extent permitted by Law, the Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied in respect of the subject matter of the Contract.
- 39.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of the Contract.

40. RIGHTS AND REMEDIES

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or the Contract.

41. CONSENTS

- 41.1 Where under the Contract a Party has any right or discretion, including a right to grant consent or approval, that Party:
- (a) may exercise such a right or discretion solely for its own benefit; and
 - (b) to the maximum extent permitted by Law, does not have any obligation to take into account:
 - (i) the interests of the other Party; or

- (ii) any requirement to act in good faith or reasonably where implied by Law or otherwise.

41.2 Unless expressly required by the terms of the Contract, a Party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with the Contract.

41.3 A Party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with the Contract. Any conditions must be complied with by the Party relying on the consent, approval or waiver.

42. INSURANCE

42.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:

- (a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and
- (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and approved by the Principal which either:
 - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.

42.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.

42.3 Without limiting Clause 42.1, the Contractor must:

- (a) pay all premiums and all deductibles applicable to the Insurance when due; and
- (b) promptly reinstate any Insurance required under this Clause 42 if it lapses or if cover is exhausted.

42.4 Each Insurance must:

- (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
- (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
- (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
- (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
- (e) provide, where the Principal is an insured under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and
- (f) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.

- 42.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract.
- 42.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
 - (c) be for an amount of not less than the amount set out in the General Contract Specifics in respect of any one claim and not less than the amount set out in the General Contract Specifics in the aggregate during any one 12 month period of insurance;
 - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy), arising out of or in connection with the performance of the Contract (including the provision of the Goods and/or Services and the derivation of any products from Delivered Material) by the Contractor; and
 - (e) be endorsed to cover:
 - (i) the use of unregistered motor vehicles or unregistered mobile Plant and Equipment used in connection with the Contract; and
 - (ii) sudden and accidental pollution.
- 42.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles (including the Collection Vehicles), registered Plant and Equipment used in connection with the Contract whether owned, hired or leased ('**Contractor's Vehicles**'). The vehicle and equipment liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (b) cover against all loss and/or damage to the Contractor's Vehicles;
 - (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
 - (d) be for an amount of not less than the market value of the Contractor's Plant and Equipment, and otherwise for not less than the amount set out in the General Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
 - (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- 42.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;

- (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
 - (c) be for not less than the amount set out in the General Contract Specifics common law liability in respect of any one event.
- 42.9 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.
- 42.10 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- 42.11 The Contractor must ensure that its Subcontractors are insured as required by this Clause 42, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.
- 42.12 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under the Contract is current by providing to the Principal the terms and conditions (including schedules) of the Insurances to demonstrate compliance with the Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- 42.13 If the Contractor fails to procure and maintain the Insurance in accordance with the Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- 42.14 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- 42.15 The Contractor must:
- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
 - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- 42.16 The Insurances are primary, and not secondary, to the indemnities referred to in the Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in the Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in the Contract before the insurer considers or meets the relevant claim.
- 42.17 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.
- 42.18 Notwithstanding the above, if permitted in the General Contract Specifics, the Contractor will be entitled to self insure in respect of any or all of the above insurances provided always that:
- (a) it is lawful for the Contractor to do so;
 - (b) the Contractor identifies in writing which of the risks required to be insured are being self insured; and
 - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

43. INDUSTRIAL AWARDS

- 43.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and the Contract.
- 43.2 Failure by the Contractor to comply with Clause 43.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

44. GOVERNING LAW

The Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes).

45. PROPORTIONATE LIABILITY

Each Party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) the Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

46. PERSONAL PROPERTY SECURITIES ACT

- 46.1 For the purposes of this Clause 46:
- (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under the Contract; and
 - (b) words and phrases used in this Clause 46 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- 46.2 If the Principal determines that the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
 - (c) enabling the Principal to exercise rights in connection with the security interest.
- 46.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- 46.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject

to a security interest in favour of a third party, that has attached at the time it becomes an accession; or

- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

46.5 The Contractor must not:

- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
- (b) sell, lease or dispose of its interest in the Principal's Personal Property;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or
- (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

46.6 Everything the Contractor is required to do under this Clause 46 is at the Contractor's expense.

46.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 46 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

47. APPLICATION OF THE CONTRACT

The Contract applies to the performance of the Contractor's obligations under the Contract whether performed before, on or after the Start Date.

48. RESTRUCTURE OF THE PRINCIPAL

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure.

49. FAILURE TO PROVIDE GOODS AND PERFORM SERVICES

Where a State of Emergency is declared under the *Emergency Management Act 2005 (WA)* or where the Contractor is unable or fails (for whatever reason) to provide the Goods and/or perform the Services in accordance with the Contract, the Principal may, for as long as determined by the Principal (acting reasonably) and without being liable in any way to the Contractor (including for that part of the Contract Price which relates to the relevant Goods and/or Services) obtain or acquire such goods and services as it requires from a third party and this will not constitute a suspension for the purposes of Clause 24.

50. DELIVERY OF WASTE TO A FACILITY

If the Contractor is not the Facility Operator, the Contractor must, in delivering the Collected Waste or Delivered Waste (as the case may be) to the relevant Facility:

- (a) be aware of and comply with and ensure that the Contractor's Personnel are aware of and comply with:

- (i) any applicable Legal Requirements;
 - (ii) all Standards and Procedures, to the extent that these documents are applicable to the Contractor's performance of the Contract; and
 - (iii) all lawful directions and orders given by the Principal's Representative or any person authorised by Law to give directions to the Contractor;
- (b) ensure that the Contractor's Personnel entering the Facility perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - (i) safe working practices;
 - (ii) safety and care of property; and
 - (iii) continuity of work; and
- (c) provide all such information and assistance as the Principal reasonably requires in connection with any statutory or internal health and safety investigation in connection with the Contract or the Facility.

SCHEDULE 1 - General Contract Specifics

Item No	Contract Specific	Description	Clause Reference
1.	Goods and/or Services to be provided by the Contractor	Collection Services.	4
2.	OH&S Management System	Required for Collection Services.	10.4
3.	EMS	Required for Collection Services.	11.3(c)
4.	EMP	Required for Collection Services.	11.3(d)
5.	Operational Plan	Required for Collection Services.	11.4(b)
6.	Quality System	Required for Collection Services.	11.4(b) and 18.2
7.	Framework Agreement	No.	16.1
8.	Initial Term	5 years with the option of further 5 years	19.1
9.	Start Date	1 July 2018 (or as set out in the purchase order issued by the Principal in respect of the Contract or as otherwise agreed between the Contractor and the Principal in writing).	19.1
10.	End Date	The earlier of either 30 June 2023; and (b) the date the Contract is terminated under Clause 37.	19.1
11.	Extended Periods	To be determined prior to Contract being awarded.	19.2
12.	Goods to be supplied	Not Used.	19.3
13.	Services to be provided	Those Services listed in Item 1 of the General Contract Specifics (Schedule #1).	19.3
14.	Principal Supplied Plant and Equipment	Council will supply 240 litre Mobile Garbage Bins (MGB's) Recycling Bins. The Contractor will supply 1 x 240 Litre green waste MGB and 1 x 140 litre general waste MGB.	20.1
15.	Principal's Representative	Chief Executive Officer (Bill Atkinson) Address: 2 Arthur Road Wagin WA 6315 Telephone: (08) 9861 1177 Mobile: 0429 611 493 Email: shire@wagin.wa.gov.au	22
16.	Contractor's Representative	Kevin Timms	22

Item No	Contract Specific	Description	Clause Reference
		Address: PO Box 271 Narrogin WA 6312 Telephone: 0898859112 Email: lindsus@bigpond.com	
17.	Price Adjustment Basis	Consumer Price Index (All Groups) Perth.	28.3
18.	Contract Price	To be as per Schedule 8 (Schedule of Rates). To be inserted prior to Contract execution.	29
19.	Details of Invoices	Invoices must include the relevant purchase order number and details of the service supplied to the Principal, including the basis of calculation and supporting information during the relevant month to which the Invoice relates and any other information reasonably requested by the Principal.	29.3
20.	Interest rate for late payments or wrongful Deductions	0%	30.4
21.	Contractor Maximum Liability Amount	The Contractor Maximum Liability Amount is unlimited.	34.1
22.	Principal Maximum Liability Amount	\$0.	34.2
23.	Public and Product Liability Insurance End Date	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is later.	42.6(a)
24.	Minimum level of Product Liability Insurance Cover required	\$5,000,000 for one claim and \$20,000,000 in the aggregate for any 12 month period.	42.6(c)
25.	Minimum level of Public Liability Insurance Cover required	\$5,000,000 for one claim and unlimited in the aggregate.	42.6(c)
26.	Contractor's Vehicle Insurance End Date	Contract End Date plus any Extended Periods.	42.7(a))
27.	Minimum level of Contractor's Vehicle Insurance Cover required	Not less than the market value of the Contractor's Vehicles.	42.7(d)
28.	Workers compensation End Date	Contract End Date plus any Extended Periods.	42.8(a)
29.	Minimum level of workers compensation Insurance required	In accordance with the Workers Compensation and Injury Management Act 1981 (WA) and \$50,000,000 for common law liability.	42.8(c)

Item No	Contract Specific	Description	Clause Reference
30.	Contractor permitted to self insure with respect to the Insurances	No.	42.18

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SCHEDULE 2 – BIN SERVICES

1. APPLICATION OF THIS SCHEDULE

This Schedule 2 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Bin Services.

2. SERIAL NUMBERS

Not used (bin ownership resides with the Principal).

3. RETRIEVAL AND REPLACEMENT

Not used (bin ownership and the responsibility to repair/replace them resides with the Principal).

4. AFFIXATION OF NOTICES

The Contractor must, from time to time, if directed by the Principal, attach notices or stickers, in any manner nominated by the Principal, to all Bins which have already been or are to be supplied to Delivery Points. The Principal will supply any such notices or stickers. The Principal will compensate the Contractor for its reasonable costs in carrying out this service.

SCHEDULE 3 – COLLECTION SERVICES

1. APPLICATION OF THIS SCHEDULE

This Schedule 3 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Collection Services.

2. COLLECTION SERVICES

- 2.1 Waste must be collected by the Contractor in the course of the performing the Collection Services on the specified Collection Days as set out in the Collection Schedules.
- 2.2 The Collection Services must not take place on a day that is not a Collection Day without the prior written consent of the Principal's Representative. The Principal's Representative's consent may be given subject to such conditions as he or she considers appropriate.
- 2.3 The Contractor must carry out Collection Services scheduled for Christmas Day, New Year's Day and Good Friday on an alternative day within the seven days of the same week, as approved by the Principal.
- 2.4 The Contractor must, at its cost, on becoming aware of, or upon receiving a notification of a missed or late Waste collection from a resident or the Principal, return and collect the Waste. If advice is received, prior to 11am, collection must be made on that day and at the time set out in the Collection Contract Specifics.

3. TIME AND FREQUENCY FOR COLLECTION SERVICES

- 3.1 The Contractor must perform the Collection Services on the days, times and at the frequency specified in the Collection Schedule from all:
 - (a) Residential (and selected Commercial, Industrial, or "Town-site" Rural) Tenements within the Collection Area; and
 - (b) other places within the Collection Area nominated by the Principal's Representative (which may include schools, public facilities, common collection points, compounds within high density housing estates and the like).
- 3.2 The Collection Services must not take place on the days and at the times set out in the Collection Contract Specifics.

4. COLLECTION SCHEDULE

- 4.1 The Principal will, not later than three weeks prior to the Start Date, provide the Contractor with a complete listing of the addresses within a Collection Area to be serviced under the Contract. This list may be updated by the Principal at any time during the Term.
- 4.2 The Principal may determine, and if so must notify the Contractor of, the Collection Day applicable to a particular area within the Collection Area. If the Principal does not notify the Contractor of the Collection Day, the Contractor must determine the most efficient route and Collection Days to meet its obligations in respect of the Collection Area, including the requirements in this Clause 4 of Schedule 3.
- 4.3 The Contractor must prepare a systematic scheme for the performance of the Collection Services at all Tenements within the Collection Area for each type of Waste (**Collection Schedule**). The Collection Schedule must be consistent with the information provided to the Contractor in accordance with Clause 4.2 of Schedule 3, the frequency for collection of each type of Waste specified in the Collection Contract Specifics, and any other information the Principal provides the Contractor for the purposes of determining the Collection Schedule.
- 4.4 A draft of the Collection Schedule must be submitted to the Principal's Representative for approval at least two weeks prior to the Start Date.

- 4.5 The Collection Schedule must be prepared so that Main Roads are serviced outside peak traffic times.
- 4.6 The Principal's Representative may:
- (a) require that the Contractor provide further information in relation to the proposed Collection Schedule or any related matter;
 - (b) direct reasonable amendments to the proposed Collection Schedule; and
 - (c) make his or her approval of the proposed Collection Schedule subject to such reasonable conditions as he or she considers appropriate.
- 4.7 The Contractor must operate the Collection Services in accordance with the Collection Schedule approved by the Principal's Representative and any alteration to the Collection Schedule must only be made with the prior written consent of the Principal's Representative.

5. COLLECTION OF WASTE

- 5.1 The Contractor must collect all Waste that is:
- (a) placed within a Bin that is put out at the kerbside; or
 - (b) located at any place directed by the Principal's Representative.
- 5.2 If the manner in which any Bin is, or the contents of any Bin, placed out for collection from or at any Delivery Point does not comply with any policy of the Principal, Legal Requirements, a term of the Contract or direction, the Contractor must still empty the Bin and collect the Waste in or around the relevant Bin, except in circumstances set out in the Collection Contract Specifics.
- 5.3 If the Contractor does not empty a Bin in accordance with Clause 5.1 of this Schedule 3 the Contractor must ensure that the driver of the Collection Vehicle:
- (a) immediately notifies the Contractor of the address of the Tenement and the grounds for not emptying the Bin. The Contractor must in turn notify the Principal as soon as possible of the address of the Tenement, the serial number of the Bin and the grounds for not emptying the Bin; and
 - (b) attaches to the Bin a sticker, in a form approved by the Principal's Representative, indicating:
 - (i) why the Bin was not emptied;
 - (ii) the steps that must be taken to have the Bin emptied in future; and
 - (iii) a contact point for enquiries.
- 5.4 The Contractor must ensure that the Contractor's Personnel collect and remove any material spilt:
- (a) by them in performing the Collection Services;
 - (b) from any Bin; or
 - (c) from a Collection Vehicle.
- 5.5 The Contractor must, after emptying each Bin, replace it:
- (a) as near as practicable to the position in which it was located prior to being emptied (but not on a road or within one metre of a driveway); and
 - (b) in an upright position with the lid closed.
- 5.6 The Contractor must ensure that:
- (a) Bins are not placed in any position which is hazardous to any person or property (including a Bin itself); and
 - (b) Bins are not dropped or thrown.

- 5.7 The Contractor may encounter challenging Tenements in performing the Collection Services. The Contractor must (at its cost):
- (a) provide written advice to the Principal's Representative prior to the Start Date which:
 - (i) identifies those Tenements where the Contractor believes that special collection arrangements will be required; and
 - (ii) indicates the arrangements which the Contractor proposes to implement to collect Waste from such Tenements;
 - (b) seek to co-operatively resolve all problems that arise in consultation with the Principal's Representative;
 - (c) comply with any directions of the Principal's Representative with respect to any such problems; and
 - (d) use Collection Vehicles in challenging areas which are able to safely service those areas, including avoiding contact with the public, overhead wires and overhanging trees.
- 5.8 Ownership of all Collected Material vests with the Contractor.

6. COLLECTION VEHICLES

- 6.1 Without limiting Clause 20, the Contractor must:
- (a) use a sufficient number of Collection Vehicles to perform the Collection Services in accordance with the Collection Schedule from the Start Date;
 - (b) ensure that all Collection Vehicles used in the performance of Collection Services are in good repair and condition throughout the Term; and
 - (c) ensure that all Collection Vehicles are sufficiently equipped to comply with its obligations under the Contract.
- 6.2 If at any time during the Term, the Principal's Representative, acting reasonably, considers the resources used by the Contractor in the performance of the Collection Services are inadequate to perform the Collection Services with the Collection Schedule (including both the number of Contractor's Personnel, and the quality and/or quantity of the Collection Vehicles), the Principal's Representative may direct the Contractor to address such inadequacy as the Principal's Representative deems appropriate, and the Contractor must comply with such direction.
- 6.3 All Collection Vehicles must be kept clean and washed down both inside and outside and disinfected at the frequencies specified in the Collection Contract Specifics to the reasonable satisfaction of the Principal's Representative. These activities must be carried out at the Contractor's premises.
- 6.4 All Collection Vehicles operated by the Contractor's Personnel in carrying out its obligations under the Contract must be fitted with an effective two-way communication system. For the purposes of effecting control over Collection Vehicles engaged in the performance of the Collection Service, the Contractor must be able to maintain effective two-way communication with all Collection Vehicles from the Contractor's office.
- 6.5 When any Collection Vehicles are passing along roads or left standing in any public place, they must be secured so as to prevent the escape of any Waste or other matter from the vehicle. No Collection Vehicle must be left standing in such a manner as to cause offence or present a hazard to a member of the public.
- 6.6 Each Collection Vehicle must include the signage required by the Principal as set out in the Collection Contract Specifics and must be professionally painted or affixed in any manner directed by the Principal's Representative. The Principal's Representative may direct which colour the Collection Vehicle and any identification information which is to be painted on the Collection Vehicle. The costs under this Clause 6 of Schedule 3 must be borne by the Contractor.

6.7 The Contractor is responsible for all inputs required to operate and maintain each Collection Vehicle.

7. DELIVERY OF WASTE TO THE FACILITY

7.1 The Contractor must:

- (a) deliver all Waste collected in the course of the Collection Service to one or more Facilities, as directed by the Principal from time to time; and
- (b) deliver only Collected Material to Facilities.

7.2 If the Contractor is not the Facility Operator, the Contractor must ensure that the Contractor's Personnel comply with any:

- (a) directions of representatives of the Facility Operator; and
- (b) rules of which notice has been given to the Contractor by the Facility Operator (including, without limitation, rules for occupational health and safety),

while at a Facility, except to the extent that it would be unsafe to do so.

7.3 The Contractor must ensure that all Collected Material delivered to the Facility during the performance of the Collection Service is weighed at the weighbridge at the Facility (if that Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Facility.

7.4 If weighbridge dockets are produced under Clause 7.1 and are not electronic, the Contractor must collect weighbridge dockets immediately after each load of Collected Material is weighed. The Contractor must deliver these weighbridge dockets for all loads of Collected Material delivered to the Facility in the course of the Collection Service each month to the Principal's Representative.

7.5 The measurements taken in accordance with Clause 7.3 of this Schedule 3 are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating payment to the Contractor in accordance with Clause 29.

7.6 If the Contractor is not the Facility Operator:

- (a) the Contractor must deliver Collected Material to a Facility during the Opening Hours for that Facility; and
- (b) the Contractor may only deliver Collected Material to a Facility outside of the Opening Hours with the permission of the Principal, which permission may be subject to conditions.

7.7 If the Contractor is not the Facility Operator, the Contractor must, in delivering the Collected Waste to the Facility:

- (a) not interfere with the activities of any other person at the Facility; and
- (b) leave the Facility secure, clean, orderly and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Waste.

7.8 If Recyclables Sorting Services do not form part of the Contract, and any Delivered Material delivered to a Recyclables Facility exceeds the Maximum Compaction Rate, the Principal may deduct the amount of any Over-compaction Charge paid by the Principal to the Facility Operator of that Recyclables Facility from the Contract Price.

8. ADDITIONAL REPORTING

Without limiting the reporting required in Clause 21, the Contractor must maintain records of:

- (a) any breach of Legal Requirements by the occupier of a Tenement in respect of the placement or contents of a Bin or other material left out for collection; and
- (b) the weight of Collected Material collected by each Collection Vehicle per day.

9. COMPLAINTS

If the Contractor receives any complaint regarding the failure by the Contractor's Personnel to:

- (a) collect and remove litter; or
- (b) empty a Bin or otherwise collect the Waste as required under the Contract, from a member of the public,

The Contractor must:

- (c) immediately notify the Principal of the complaint;
- (d) investigate the complaint and advise the Principal and the complainant of the result of the investigation within two hours of the complaint being made; and
- (e) rectify any breach of the Contract in respect of which a complaint was made on the same day that the complaint was made.

10. NOTIFICATIONS

If Bin Services do not form part of the Contract and the Contractor or Contractor's Personnel becomes aware that a Bin is damaged or is no longer required at a Delivery Point, the Contractor must immediately notify the Principal.

11. PROMOTIONAL MATERIAL

If requested by the Principal, the Contractor must at its cost:

- (a) prepare and deliver to each Delivery Point information related to the performance of the Collection Services as required by the Principal's Representative;
- (b) deliver any information prepared by the Principal in relation to the Collection Services, waste management, recycling, or other information relevant to the Contract; and
- (c) if required by the Collection Contract Specifics, prior to the Start Date place an advertisement (the size, content and format of which must be approved by the Principal's Representative) in newspapers nominated by the Principal's Representative summarising the information required under this Clause 11 of Schedule 3

12. ADVERTISING

Except as otherwise provided in the Collection Contract Specifics, in the event of any suspension of, or a stoppage or disruption to, the Collection Service, the Contractor must, as and when directed by the Principal's Representative:

- (a) place advertisements in newspapers nominated by the Supervisor; and
- (b) organise a letterbox drop of information to affected areas,

advising of the relevant suspension, stoppage or disruption, with the size, content and format of any newspaper advertisement or any information distributed by a letterbox drop approved by the Principal's Representative.

13. WASTE LEVY

If the Contractor is not the Facility Operator and is charged the waste levy imposed by Law by the Facility Operator, and:

- (a) there is an increase or decrease in the existing waste levy imposed by Law; or
- (b) there is any new levy, charge, duty, impost or tax imposed by Law applicable to the delivery of Waste at the relevant Facility,

the Contractor may increase or decrease the Contract Price for the amount of increase or decrease in the levy, charge, duty, impost or tax (as the case may be) effective from the date of the increase or decrease.

14. TITLE TO BINS

If the Contractor provides bins as part of the Collection Services during the Term and ownership of such bins is explicitly stated in the Specification to vest in the Contractor, at the End Date, ownership of the bins provided by the Contractor as part of the Collection Services vests, as against the Contractor, in the Principal, unless otherwise indicated in the Collection Contract Specifics.

- ***Refer to Item No. 14 "Bin Ownership" Schedule 1.***

ATTACHMENT 1 - COLLECTION CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
1.	Collection Services	As set out in the Collection Services Specification at Schedule 7	2
2.	Time for collection of missed Waste	To be mutually agreed by the Principal and the Contractor, depending on the Collection Day and the Delivery Point of the missed collection.	2.4
3.	Collection Area	As set out in Schedule 6.	3.1
4.	Prohibited Time for Waste collection.	Between 6.00pm and 6.00am, unless exempted by the Principal in writing.	3.2
5.	Frequency of Waste collection	Weekly, or as otherwise set out in the Collection Services Specification at Schedule 7.	4.3
6.	Green Waste	As set out in Schedule 4	5.1
7.	Household Junk	Not Used.	5.1
8.	Recyclables	As set out in Schedule 4	5.1
9.	Circumstances when Waste need not be collected	<p>Waste Services need not be collected where:</p> <ul style="list-style-type: none"> a) The bin is deemed to be unserviceable; b) The weight of the bin exceeds 80 kilograms; c) The bin is blocked by an obstruction preventing emptying; d) The Bin is grossly contaminated; or e) The bin is not placed out for collection before the Collection Vehicle arrives on the Collection Day. <p>Notification must be provided to the Principal of the above instances (with the exception of (e)).</p>	5.2
10.	Cleaning of Collection Vehicles	All Collection Vehicles must arrive in a reasonable state of cleanliness (inside and outside) prior to every Collection Day. A weekly washing schedule is therefore anticipated.	6.3
11.	Collection Vehicles Signage	Not Used.	6.6
12.	Opening Hours	The Refuse Site is currently open between 11.00am and 5.00pm Friday to Monday. Any changes to Opening Hours will be as directed by the Principal's representative in writing.	7.6 and 1.1
13.	Advertisement of Services	As per Clause 12 of Schedule 3. Advertisement and nominated newspaper to be as per the direction of the Principal's representative.	12
14.	Bin ownership	Bin ownership of the Recycling Bins resides with the Principal, the remaining bins with the Contractor.	14

Item No	Contract Specific	Description	Clause Reference
15.	Landfill Cover	Principal to provide material as required	
16.	Removal of Refuse off Perimeter Fencing	Contractor to remove refuse off perimeter fence on a quarterly basis.	

SCHEDULE 4 – RECYCLABLES SORTING SERVICES AND GREEN WASTE PROCESSING SERVICES

ATTACHMENT 1 - RECYCLABLES SORTING AND GREEN WASTE PROCESSING CONTRACT SPECIFICS

- Contractor Responsibilities – pushing up of green waste on site
- Principal Responsibilities – burning greenwaste stockpile

SCHEDULE 5 - KPI'S

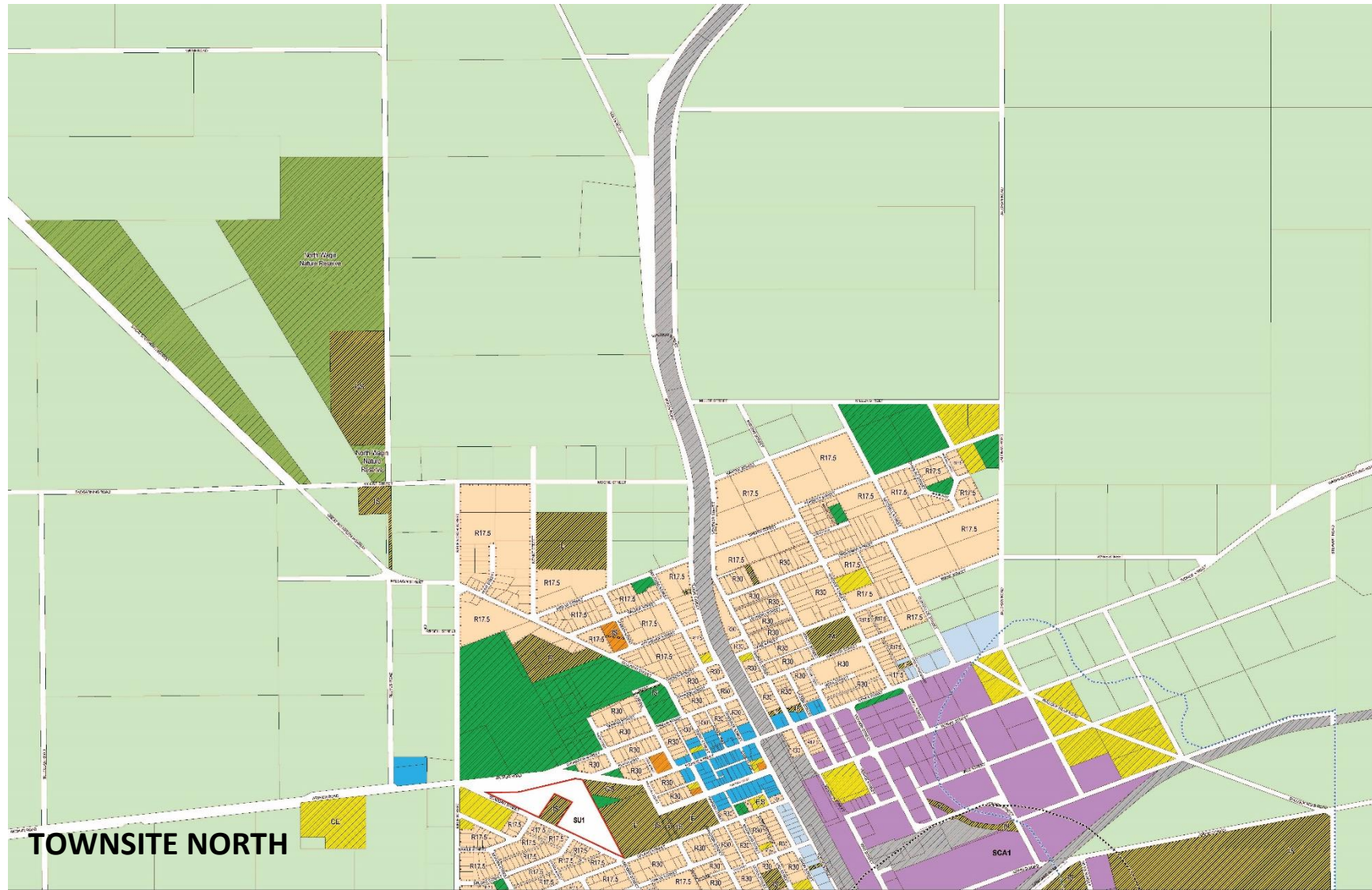
1. Principal and Contractor to meet at least Half Yearly to discuss contract performance and mutual opportunities for performance enhancement.

Meeting Agenda to include a report on all relevant data collected (this will enable discussions to focus on, and any decisions made to take into account, the statistics of the Service).

2. Data Report to include statistics collected from
 1. accident statistics;
 2. bin lift data;
 3. tonnages of refuse collected; and
 4. Any other statistics/information reasonably required by the Principal.
3. Satisfactory progress being made by both parties on mutually agreed outcomes of the Half Yearly meetings.

SCHEDULE 6 – COLLECTION AREAS

*Indicative plans of town-site collection areas of Wagin. Note that as per Schedule 8, a small number of other collection points exist outside of these geographic areas.



TOWNSITE NORTH



TOWNSITE SOUTH

SCHEDULE 7 – SPECIFICATION

SERVICE SUMMARY

The services required involve the provision of a waste collection service from designated Delivery Points within the Shire's boundaries which is generally made up of Residential (and selected Commercial, Industrial, or "Town-site" Rural) Tenements in the main town-sites of Wagin and the disposal of that waste.

General Refuse Kerbside Collection

The service includes the weekly collection and disposal of domestic and commercial refuse from approximately 436 Council supplied 120 and 240litre Mobile Garbage Bins (MGB's), and 1.5, 3.0, and 4.5m³ Front Lift Bins from the Delivery Points in the designated collection areas.

New/Additional Bins

The Principal will make every reasonable endeavour to promptly notify the Contractor of new and additional Bins. All new and additional bins placed out for collection are to be collected and disposed of by the Contractor irrespective of prior notification. Payment of these extra services will be at the Contract Price and as from the first relevant Collection Day, provided the Principal does not direct that the Service is not to be provided for selected Bins.

Ceased/Deleted Bins

The Principal will make every reasonable endeavour to promptly notify the Contractor of ceased/deleted Bins. The Contractor shall also assist where reasonably practical, and advise the Principal of Delivery Points where Bins are no longer put out for collection. A credit for these ceased/deleted services will be at the Contract Price and as from the first relevant Collection Day after notification occurs.

Waste Disposal

The collected refuse is to be disposed of at an appropriately licenced and approved waste management facility. Currently the facilities being used for collected refuse disposal is the Wagin Waste Facility located on Brockman Road.

Damaged Bins

The Contractor shall advise the Principal of any damaged Bins noticed during the collection process. The Contractor is responsible for replacement/repair.

Special/One-Off Collection Services

The Shire may make special requests for additional services for any of the above services such as collections for periodic community events, however this will be via separate and individual service/cost agreements on a case by case basis.

SCHEDULE 8 – CONTRACT PRICE SCHEDULE

Note - Below Schedule for information only, RFQ Schedule of Rates from successful Contractor to be inserted prior to Contract execution.

Item	Service Category	Description	Estimated Quantity	Collection Frequency	5 Year Initial Term + 5 Year Option Unit Rate (Ex GST)
1	Residential Bins – Contractor Owned	Domestic 120L Collection	745	Weekly	\$1.10
2	Commercial Bins – Contractor Owned	Commercial 120L Collection	224	Weekly	\$1.10
3	Residential Bins – Shire Owned	Recycling 240L Collection	745	Fortnightly	\$2.80
4	Commercial Bins – Shire Owned	Recycling 240L Collection	160	Fortnightly	\$2.80
5	Wagin Waste Management Facility – Shire Owned	Recycling 240L Collection	20	Fortnightly	\$2.80
6	Residential Bins – Contractor Owned	Green Waste 240L Collection	745	Fortnightly	\$1.10
7	Wagin Waste Management Facility Operation & Maintenance	Landfill Site & Transfer Station			\$91,520.00 (Annually)
8	Transfer Station Bins				\$30.00
9	Bulk Cardboard Bins				\$80.00

SCHEDULE 9 – VARIATION FORM

This Contract Variation Form serves to vary the Contract in accordance with the terms set out below. Unless specified, all terms and conditions of the Contract continue unaffected.

Contract Number		Contract Title			
Variation Number:		Date of request			
Requestor		Phone		Email	
Direct Manager		Phone		Email	
Change Details					
Proposed implementation date					
Details of change (use attachments if required)					
Effect on services					
Implementation plan					
Effect on service charges					
Effect on performance criteria					
Effect on documentation					
Other relevant information					

SCHEDULE 10 – SYSTEM AND PLAN REQUIREMENTS

Insert prior to Contract execution, any specific requirements for each of the OH&S Management System, EMS, EMP, Operational Plan and/or Quality System (whichever required in accordance with the General Contract Specifics).

EXECUTED AS AN AGREEMENT ON THIS _____ DAY OF _____ 20____

PRINCIPAL

THE COMMON SEAL OF)
THE SHIRE OF WAGIN was)
Hereunto affixed in the presence)
of:)

SIGNED - CHIEF EXECUTIVE OFFICER

SIGNED - WITNESS

CHIEF EXECUTIVE OFFICER NAME (please print)

WITNESS NAME (please print)

CONTRACTOR

GREAT SOUTHERN WASTE DISPOSAL)
Was hereunto affixed by authority of the)
Directors in the presence of:)

SIGNED - CONTRACTOR

SIGNED - WITNESS

CONTRACTOR NAME (please print)

WITNESS NAME (please print)



Declaration of a Financial Interest in Item 12.1.5 - Cr G R Ball

Prior to any consideration regarding Item 12.1.5 – Wagin Aerial Landing Ground Leases, Cr G R Ball declared a financial interest and left the room.

- Cr G R Ball left the room at 8:01pm

12.1.5. WAGIN AERIAL LANDING GROUND LEASES

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	Reserves 20595
AUTHOR OF REPORT:	Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	11 December 2020
PREVIOUS REPORT(S):	<ol style="list-style-type: none">1. 22 September 2020 (Ordinary Council Meeting)2. 27 October 2020 (Ordinary Council Meeting)
DISCLOSURE OF INTEREST:	Cr Greg Ball – Financial Interest
FILE REFERENCE:	CP.MT.1
ATTACHMENTS:	<ul style="list-style-type: none">• Revised Wagin Aerial Landing Ground Lease

OFFICER RECOMMENDATION/4465 COUNCIL RESOLUTION

Moved Cr S M Chilcott

Seconded Cr W J Longmuir

That the lease agreement document between the Shire of Wagin (Lessor) and Lessees of hangar and workshop sites at the Wagin Aerial landing Ground, reflecting the amendments required by the Department of Planning, lands and Heritage, be endorsed.

Carried 7/0

BRIEF SUMMARY

This report recommends that the proposed lease agreement document between the Shire of Wagin (Lessor) and Lessees of hangar and workshop sites at the Wagin Aerial landing Ground, reflecting the changes required by the Department of Planning, Lands and Heritage (“The Department”), be endorsed.

BACKGROUND/COMMENT

Council at its meeting of the 27th October 2020, resolved:

1. *That existing Hangar Lessees be advised of anomalies with respect to their current hangar leases and the requirement to enter into revised lease agreements;*
2. *That Council agree in principle for hangar leases to be for a period of 21 years with an option to extend for a further 21 years (subject to Ministerial approval);*

3. *That Council agree in principle for hangar lease agreements to provide that the ownership of hangar buildings remain with the Lessees (subject to conditions);*
4. *That Council agree in principle to Lessees to disposing of hangar buildings to new Lessees (subject to conditions);*
5. *That the Draft lease agreement, as amended subject to, not contravening, legislation regarding the storage of flammable materials, template be approved subject to the acceptance in full by other parties.*

The proposed lease agreement was amended accordingly and sent to the Department for assessment, to ensure that it met the criteria for the required Ministerial consent.

The Department responded with advice that a number of amendments were required, and these are reflected in the attached revised lease agreement document. It should be noted that in order to obtain required consent of the Minister, public risk insurance risk to a value of \$20M needs to be taken out. The Shires existing public risk policy is for \$100M and therefore easily satisfies this requirement. The present requirement of the Shire for Lessees to take out public risk insurance to the value of \$10M in favour of the Shire is proposed to be retained.

The proposed lease agreement as it now stands is attached to this report with the changes to the initial agreement highlighted in red.

CONSULTATION/COMMUNICATION

- Department of Planning, Lands and Heritage

STATUTORY/LEGAL IMPLICATIONS

- Lease agreements governing the conditions of leases.

- Land Administration Act 1997

18. Crown land transactions that need Minister's approval

- (1) A person must not without authorisation under subsection (7) assign, sell, transfer or otherwise deal with interests in Crown land or create or grant an interest in Crown land.
- (2) A person must not without authorisation under subsection (7) —
 - (a) grant a lease or licence under this Act, or a licence under the *Local Government Act 1995*, in respect of Crown land in a managed reserve; or
 - (b) being the holder of such a lease or licence, grant a sublease or sublicense in respect of the whole or any part of that Crown land.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

To be determined – however the objective is to achieve cost neutrality for the Shire.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

LEASE AGREEMENT



Shire of Wagin
2 Arthur Road, WAGIN WA 6315
(Lessor)

AND

(Insert Lessee Name & Address)
(Lessee)

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THIS DEED OF LEASE made on the _____ of _____ 20_____

BETWEEN:

THE SHIRE OF WAGIN of 2 Arthur Road, Wagin, Western Australia ("Lessor");

AND

(Insert Lessee Name and Address) Wagin Western Australia ("Lessee");

Shire of Wagin of 2 Arthur Road Wagin Western Australia (**the Lessor**) hereby lease the land to the Lessee, subject to approval by the Minister of Lands, named in Item 1 of the Schedule (**Lessee**) for the term specified in Item 4 of the schedule upon the following terms and conditions:

BACKGROUND:

- A.** The Land is part Reserve 20595, portion of Lot 314 on Deposited Plan 415364, and the whole of the land on Qualified Certificate of Crown Land Title Volume LR3170 Folio 705, in the vicinity of the Wagin airstrip and comprises an area of approximately 600 square metres.
- B.** The Lessee wishes to lease the Land for the purpose of erecting and using an aircraft hangar.
- C.** The Lessor is the management body of the Land under the Management Order N218129 registered on 5 January 2016.
- D.** Under the Management Order, the Lessor has the power to lease the Land for any term not exceeding 21 years subject to the prior written approval of the Minister for Lands.
- E.** The Parties have agreed that, subject to the consent of the Minister for Lands, the Lessor will grant a 21 year lease of the Land to the Lessee on the terms and conditions set out in this Lease.

1. INTERPRETATION

1.1 Definitions

In this lease the following expressions shall have the following meanings unless the context requires otherwise:

- (a) **Building** means the building (or buildings) erected upon the land together with any extensions, alterations, modifications, additions or improvements subsequently made to the building and also includes any part of the building.
- (b) **CPI Rent Review** is a review of the then current annual rent of the land to an amount calculated by changing the rent payable by the Lessee during the year immediately preceding the review date (disregarding any rent free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the

Consumer Price Index (eight capitals - all groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the Lessor will select another similar index or indicator of changes in consumer costs

in lieu of the Consumer Price Index for the purposes of this definition.

- (c) **Land** means the land described in Item 2 of the schedule
- (d) **Lessee** includes its executors, administrators, successors, permitted assigns and where not repugnant to the context its servants, agents and licensees.
- (e) **Lessor** includes its executors, administrators, successors and assigns.
- (f) **Management Order** means the management order made under section 46 of the *Land Administration Act 1997* under which the Land was vested in the Lessor;
- (g) **Minister for Lands** means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;
- (h) **Rent** means the rent amount per year set out in Item 3 of the schedule as varied from time to time.
- (i) **Statute** means any legislation now or hereafter in force of the Parliament of the Commonwealth of Australia or the Parliament of any State or Territory of Australia and any rule, regulation, ordinance, by-law, statutory instrument, order or notice now or hereafter made under such legislation including any enactments made in substitution for such legislation.

1.2 General Interpretation

- (a) Reference to one gender includes the other genders; a reference to a person includes an incorporated body and vice versa; the singular includes the plural and vice versa.
- (b) Where a party comprises more than one person, this lease applies to all of them together and each of them separately.
- (c) Headings are for convenience of reference and shall not affect the interpretation of this lease.
- (d) This lease is written in plain english. The parties agree that its terms are to be interpreted to give commercial efficacy to the parties' arrangements. No rule resolving a doubt as to interpretation against the party preparing this Lease or any part of it shall apply. Any specific provisions will not limit the interpretation of general provisions.

- (e) Any express obligation on a party shall, unless otherwise stated, be performed at that party's expense.
- (f) If a provision of this lease is void or voidable by either party or unenforceable, invalid or illegal but would not be void, voidable, unenforceable, invalid or illegal if it were read down, it shall be read down accordingly. If notwithstanding the foregoing a provision of this Lease is still void, voidable, unenforceable, invalid or illegal:
 - (1) if the provision would not be void or voidable or unenforceable or invalid or illegal if a word or words as the case may be were severed, then that word or words are hereby severed; and
 - (2) in any other case, the whole provision is hereby severed and the remainder of this lease has full force and effect.
- (g) To the extent that any terms or conditions implied by statute are inconsistent with the terms or conditions of this lease any such implied terms and conditions are, unless not permitted by law, expressly excluded from this lease.

1.3 Contravention of Statute

Any provision of this lease which is void, voidable, unenforceable or invalid because of statute (including the Act):

- (a) Must in each case and to such extent be severable from the lease; and
- (b) The lease must be read as though such provision did not form part of the lease at that time.

2. RENTAL AND CHARGES

2.1 Payment of rent

The Lessee shall pay the rent due under this lease into such bank account as may be nominated by the Lessor from time to time or in the absence of such a nomination then to the Lessor or to such other person as may be nominated by the Lessor by cash or cheque at the time and in the manner set out in Item 3 of the schedule and the Lessee shall make no deductions from such rent.

2.2 Goods and Services Taxes

- (a) In addition to all other amounts payable by the Lessee pursuant to this lease the Lessee shall pay to the Lessor, at the same time as the relevant rent, outgoing, expense or other amount is due, all goods and services taxes, value added taxes, consumption taxes or other similar taxes, duties excises, surcharges, levies or imposts (collectively **GST**) charged or levied in respect of:

- (1) rent paid or received pursuant to this lease.
 - (2) any outgoings or other expenses incurred or paid by the Lessor and which are to be reimbursed by the Lessee to the Lessor pursuant to this lease; and
 - (3) any other taxable supply by the Lessor (for which the Lessor is to receive consideration from the Lessee pursuant to this Lease) within the meaning of a new tax system (Goods and Services Tax) Act 1999 or any other act amending or in substitution therefore **(GST Act)**.
- (b) The parties acknowledge that the rent specified in Item 3 of the schedule and reserved by this lease from time to time is exclusive of the amount of GST charged, levied or payable from time to time in respect of the rent.
- (c) Notwithstanding the above, if this lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an acquisition from a third party for which the Lessor is entitled to an input tax credit under the GST Act, the amount for payment, reimbursement or contribution will be the GST-exclusive value of the acquisition by the Lessor plus, if the Lessor's recovery from the Lessee will be a taxable supply within the meaning of the GST Act, the GST payable in respect of that supply.
- (d) The Lessor shall provide to the Lessee a tax invoice in accordance with the GST Act in respect of any GST payable by the Lessee pursuant to this clause.

3. USE OF LAND

3.1 Permissible Use

The Lessee shall not use or permit to be used the land for any purpose other than that set out in Item 5 of the schedule. Without limiting the generality of this clause and for the avoidance of doubt, the Lessee shall not use or permit to be used the land for the purpose of storage.

3.2 Restrictions on Caravans and Storage of Fuel

The Lessee shall not permit there to be present on the land at any given point in time more than:

- (a) 1 caravan; and
- (b) Maximum of 2 x 205 litres of fuel,

Any fuel situated on the land must be secured in a container which is airtight and of material suitable for the safe storage of such fuel.

3.3 Clean

The Lessee shall keep the land clean and tidy.

3.4 Laws and Rules

At its own expense the Lessee will observe and comply with the requirements of all laws and governmental rules affecting the land and also with all lawful directions and orders or any public body or authority relating to the land. The Lessee shall not do or omit to do anything in respect of the land which could make the Lessor liable to pay a penalty or bear some expense incurred under any such laws, rules or orders.

3.5 Nuisance and Structural Injury

The Lessee shall not use or permit land to be used or permit anything to be done on the land which may constitute a public or private nuisance or waste.

4. ASSIGNMENT AND SUBLETTING

4.1 Assignment Requirements

The Lessee covenants with the Lessor that the Lessee:

- a) Will not assign sublet transfer or part with possession of the land or any part of the land or mortgage charge or encumber the Lessee's interest under this Lease without the written consent of the Lessor and the Minister for Lands.
- b) Will at the time of applying for consent have remedied all existing breaches of which the Lessee has been advised in writing of (if any) on the part of the Lessee under this lease.
- c) Will before, or at the time of, applying for consent submit to the Lessor a true copy of all transfers assignments agreements and other instruments to be entered into in respect of any proposed dealing with this lease or the land or the Lessee's interest therein and in the case of a proposed transfer assignment or subletting the Lessee will submit evidence satisfactory to the Lessor that the proposed transferee assignee or subtenant is respectable responsible solvent and suitable.
- d) Will, if so required by the Lessor, before any proposed assignment transfer or subletting is effected procure from the proposed assignee transferee or subtenant a direct covenant with the Lessor to observe the terms and conditions of this lease and the performance of the Lessee's obligations under this lease as the Lessor may require.

4.2 Release

In the event that the Lessor provides its consent to an assignment of this lease, the Lessee shall be released from its liabilities and obligations pursuant to this lease as and from the date of assignment.

4.3 Related Corporation

Notwithstanding clause 4.1, the Lessee may assign this lease or sublet part or all of the land to a body corporate related to it within the meaning of the Corporations Act 2001 without obtaining the consent of the Lessor.

5. ALTERATIONS, ADDITIONS, REPAIRS AND INSPECTIONS

5.1 Additions

- (a) Subject to this clause, the Lessee may erect the following buildings or structures on the land:
 - (i) a Building for use as an aircraft hanger; and
 - (ii) a tank for the purpose of catching water.
- (b) The Lessee shall not commence construction of the building unless:
 - (i) the Lessee provides to the Lessor plans and drawings of the proposed Building, such plans and drawings to be engineer certified; and
 - (ii) the Lessor gives its consent in writing for the construction of the proposed Building;
- (c) Any building erected on the land shall not be constructed with used or second-hand material.
- (d) Except for an attachment necessary to accommodate a generator, the Lessee shall not erect any external attachments to a building on the land

5.2 Repair and Maintenance

At all times during the term of this lease the Lessee shall:

- (a) repair, clean and maintain the land, buildings and other additions so that they are kept in the same condition that they were in at the commencement of this lease (or in the case of additions or installations made after the commencement of this lease then in the same condition as when the relevant addition or installation was completed) fair wear and tear excepted;
- (b) keep the land clean and free from rubbish and keep all garbage in proper receptacles and not overfill those receptacles;
- (c) promptly repair and replace all broken or damaged structures, caravans or vehicles situated on the land; and
- (d) shall keep that part in a clean and tidy condition and keep and maintain any subsisting garden areas.

5.3 Lessor's Power to View and Repair

The Lessor and persons authorised by it may at all reasonable times upon giving prior reasonable notice to the Lessee enter the land to inspect it. If the Lessee has not complied with any of the Lessee's obligations in relation to maintaining and repairing the land, buildings, additions or installations then the Lessor may serve on the Lessee a notice requiring the Lessee to undertake the requisite maintenance or repair work and if within a reasonable time of receiving such notice the Lessee does not undertake the requisite work then the Lessor or persons authorised by it may undertake such work and for that purpose the Lessor and persons authorised by it may enter the land and remain on the land until the requisite works have been completed. Any expenses or costs incurred in carrying out such work shall be immediately paid by the Lessee to the Lessor upon demand.

5.4 Lessor's Power to Enter and Undertake Works

Notwithstanding any other provision in this lease, the Lessor and persons authorised by it may upon giving reasonable notice to the Lessee:

- (a) install, maintain, use, repair, alter and replace any of the Lessor's fixtures, fittings, plant and equipment on the land;
- (b) carry out any other works as may be provided for in this lease;

Provided always that in so doing the Lessor shall make reasonable endeavours to minimise inconvenience caused to the Lessee.

6. OWNERSHIP & REMOVAL OF BUILDING

6.1 Ownership of Building

Subject to clause 6.2 & 6.3, any Building on the Land provided by the Lessee, remains the property of the Lessee and the Lessor shall have no proprietary or equitable right to ownership or possession of any such Building.

6.2 Removal of Building

At any time during the Term of this lease, the Lessee may remove and dispose by sale or otherwise of any Building ,provided by the Lessee, provided that the Lessee must not remove the footings or concrete slab of the Building and shall use all reasonable care to ensure that such footings or concrete slabs are intact and undamaged. If the Lessee removes the Building in accordance with this section, the footings and concrete slab of the Building shall be the sole property of the Lessor. Removal of a hangar building will result in termination of the Lease.

6.3 Expiration of Lease

If, after 30 days from the date of expiration of this Lease, whether by way of effluxion of time or by the early termination of this Lease, the Lessee has not removed the Building in accordance with this clause, property in such Building shall pass to the Lessor and the Lessee shall have no further legal or equitable claim to such Building.

7. CAMPING RESTRICTIONS

7.1 Camping on Land

The Lessee may camp on the land provided that

- (a) The Lessee complies with all relevant provisions of the *Caravan Parks and Camping Grounds Regulations (WA) 1997*; and
- (b) The Lessee must not camp on the land for more than 28 consecutive nights, provided that the Lessee may camp on the land for more than 28 consecutive nights with the Lessor's consent.

8. INSURANCE

8.1 Lessee's Insurance

The Lessee agrees to take out public risk insurance cover for a sum of not less than Ten Million Dollars (\$10,000,000) in favour of the Lessor.

8.2 Lessor's Insurance

The Lessor agrees to take out public risk insurance cover for a sum of not less than Twenty Million Dollars (\$20,000,000).

8.3 Certificates of Insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Lessee shall provide the Lessor with copies of certificates of insurance in relation to the policies upon request.

8.4 Lessee not to cause premium to increase

The Lessee shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the land.

9. INDEMNITIES

9.1 Risk of Lessee

The Lessee agrees to occupy and use the land and to enter the land at its own risk. The Lessee releases the Lessor (and its agents, contractors and employees) from every claim and demand which may result from an accident damage or injury occurring on the land. The Lessor shall not be released from liability where the accident, damage or injury is caused by the negligence or willful act of the Lessor.

9.2. Indemnity by Lessee

The Lessee is to indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, notices, losses and damages which may be brought against,

incurred by, or suffered by the Lessor or the Lands in respect of:

- a) any loss whatsoever;
- b) injury and damage to property; and
- c) death or injury sustained by any person;

Caused or contributed to by

- a) the Lessee's or Lessee's Invitees' use or occupation of the premises;
- b) the Lessee's activities, operations or business on the premises;
- c) any work carried out by or on behalf of the Lessee on the premises; or
- d) an act, default or omission on the Lessee;

except to the extent caused or contributed to by the negligence, act, default or omission of the Lessor.

9.3. Indemnity by Lessor

The Lessor is to indemnify and keep indemnified the Minister of Lands from and against all actions, claims, costs, proceedings, notices, losses and damages which may be brought against, incurred by, or suffered by the Minister of Lands in respect of:

- a) any loss whatsoever;
- b) injury and damage to property; and
- c) death or injury sustained by any person;

Caused or contributed to by

- a) the Lessor's or Lessor's Invitees' use or occupation of the premises;
- b) the Lessor's activities, operations or business on the premises;
- c) any work carried out by or on behalf of the Lessee on the premises; or
- d) an act, default or omission on the Lessor;

10. COVENANTS OF LESSOR

10.1 Quiet enjoyment

During the term of this lease if the Lessee is not in default of its obligations and subject to any express provision in this Lease the Lessor shall allow the Lessee to peacefully and quietly occupy and enjoy the land.

10.2 Consent and approval not be unreasonably withheld

The Lessor must not unreasonably withhold or delay its consent or approval where the Lessee is required to obtain the consent or approval of the Lessor pursuant to this lease.

10.3 Registration of Lease

If so requested by the Lessee, the Lessor will allow this lease to be registered at the relevant government office and for that purpose will produce the Certificate of Title for the land at no charge to the Lessee.

11. SURRENDER AND TENANT'S FIXTURES

11.1 Surrender of land

Upon expiry or the earlier cancellation of this lease the Lessee shall remove its chattels, plant and machinery from the land peacefully and quietly leave and surrender the land to the Lessor free of occupants, clean and free from rubbish and in good and tenable condition (with damage caused by fair wear and tear, or in the nature of inevitable accident or causes beyond the control of the Lessee or its agents, employees, contractors or licensees being excepted).

11.2 Removal of Fittings

Upon expiration or cancellation of this lease or within thirty (30) days after that date the Lessee may remove all fixtures and fittings belonging to the Lessee from the land and shall make good any damage or disfigurement caused by such removal and any fixtures or fittings not so removed shall, if the Lessor so elects, become the absolute property of the Lessor.

12. DEFAULT AND CANCELLATION

If any one or more of the following events occur namely:

12.1 Late payments

Any payments payable under this lease by the Lessee are greater than fourteen (14) days late (provided a written demand has been made for such payment and the relevant arrears have not been paid within seven (7) days of such demand);

12.2 Breaches

Without limiting clause 11.1, the Lessee is in breach of any of the Lessee's obligations under this lease and such breach continues for a period of fourteen (14) days following services of a written notice of such default; or

12.3 Insolvency

The Lessee, being a natural person is found guilty of any indictable offence or becomes bankrupt or commits an act of bankruptcy or an act which could give rise to the same, or, being a body corporate, an order is made or a resolution is passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the Lessor's written consent, which shall not be unreasonably withheld), has an administrator appointed or a receiver or manager is appointed over or a mortgagee takes possession of any asset of the Lessee or if any proceedings are issued or event occurs intended to lead to any of those consequences or if any other

action relating to insolvent debtors occurs in relation to the Lessee.

12.4 Completion of Aircraft Hangar

The Lessee fails to erect an aircraft hangar on the land within 2 years of the date commencement of this lease

12.5 Lapse of Building/Development Approval

Approval given to the Lessee by the Lessor for development or building of an aircraft Hangar on the land lapses or otherwise becomes of no force or effect, whether by the effluxion of time or for any other reason whatsoever.

The Lessor may in addition to its other powers either re-enter the Premises and eject the Lessee and all other persons and repossess the Premises or cancel this lease immediately by written notice to the Lessee, or both and thereupon this lease will terminate but without prejudice to any action or other remedy which the Lessor has or might otherwise have for arrears of rent or breach of covenant or for damages as a result of any such event subject to compliance with the requirements of any applicable statute.

13. RENT REVIEW

The rent shall be reviewed at the times and in the manner specified in Item 6 of the schedule.

14. RENEWAL

If the Lessee wishes to renew this Lease for the further term specified in Item 8 of the Schedule then the Lessee must request the Lessor in writing for such a renewal. The request must be received by the Lessor not less than two (2) months nor more than six (6) months before the expiry of this Lease. The Lessor shall grant the Lessee a renewal of this Lease if:

- (a) at the time of the request there is no outstanding breach of this Lease by the Lessee of which the Lessee has been given written notice from the Lessor;
- (b) the Lessor receives approval from the Minister for Lands to the renewal of this Lease requested by the Lessee; and
- (c) The Lessor has received an extension of its management order over the Land to the extent that the Lessor has the power to lease the Land,

The renewed Lease will not include a right of renewal other than for any further term specified in Item 8 of the Schedule and otherwise will be upon the same terms and conditions as this Lease.

15. AMENDMENTS

Any amendment to a term of this lease shall only be made in writing executed by the parties or duly authorised officers on behalf of the parties.

16. ENTIRE AGREEMENT

The parties agree that the terms set out in this lease contain their entire agreement notwithstanding any negotiations, documents or discussions which took place or were given prior to the execution of this lease. This lease replaces any other agreement between the parties.

17. GOVERNING LAW

This agreement shall be construed according to the laws of the Jurisdiction and the parties submit themselves to the jurisdiction of the Courts of the Jurisdiction and any competent appellate Courts.

18. NOTICES

Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party and shall be hand delivered or sent by prepaid post or sent by facsimile to the address of that party shown in this lease or to a facsimile number at that address (or any other address or facsimile number that a party may advise in writing) and shall be deemed sufficiently given:

- (a) in the case of hand delivery on the date of delivery; or
- (b) in the case of prepaid post two (2) business days after being sent by prepaid post; or
- (c) in the case of facsimile on receipt by the sender of a successful transmission answerback.

19. SCHEDULE

Item 1 The Lessee

Item 2 The Land

That portion of Lot 314 on Deposited Plan 415364, being part Reserve 20595, highlighted on the map at Annexure (attach plan and enter no) attached to this lease and bearing the description, enter Lot/Hangar Number

Lot /Hangar Number

Item 3 The Rent and Manner of Payment

Subject to the rent review provisions contained herein and clause 2.3, the annual rent will be \$xxx plus GST and is payable in advance on the date of commencement of this lease.

Item 4 Term

A term of 21 years commencing on the date of execution of this Lease Agreement

Item 5 Permissible Use

The use and enjoyment of an aircraft hangar

Item 6 Rent Review

Dates: Each annual anniversary of the date of execution of this lease Agreement

Method: CPI Rent Review

Item 7 Public Risk Insurance

Twenty Million Dollars (\$20,000,000)

Executed on (insert date)

LESSOR

THE COMMON SEAL OF)
THE SHIRE OF WAGIN was)
Hereunto affixed in the presence)
of:)

SIGNED - SHIRE PRESIDENT

DATE

SHIRE PRESIDENT NAME (please print)

SIGNED - CHIEF EXECUTIVE OFFICER

DATE

CHIEF EXECUTIVE OFFICER NAME (please print)

LESSEE

In accordance with the Corporations Act 2001:

DIRECTOR

DIRECTOR/SECRETARY

NAME (PLEASE PRINT)

NAME (PLEASE PRINT)

SIGNED by the said Lessee

)

In the presence of:

)

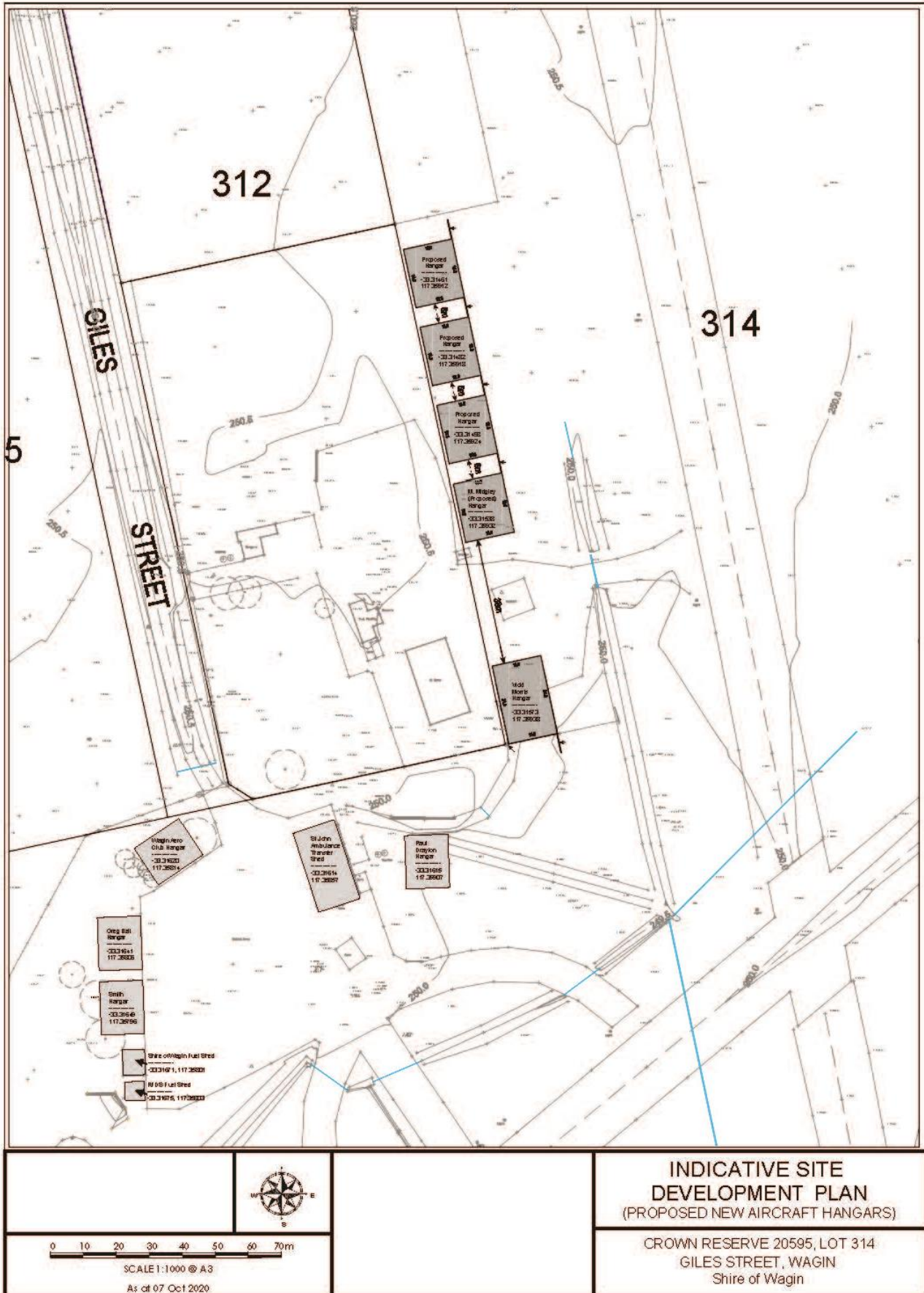
)

Witness – Name & Signature

DRAFT

20.ANNEXURE

• SITE PLAN INCLUDING HANGAR SITES/LOCATION NUMBERS



PRB

21. MINISTERS CONSENT LETTER

DRAFT



- *Manager of Works left the room at 8:07pm*
- *Manager of Works and Cr G R Ball returned to the room at 8:08pm*

12.1.6. ELECTRONIC DEVICES FOR COUNCILLORS

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Executive Assistant
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	11 December 2020
PREVIOUS REPORT(S):	Nil
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	GV.CO.3
ATTACHMENTS:	<ul style="list-style-type: none">• LG Hub Proposal• Cost Comparison

OFFICER RECOMMENDATION

Moved Cr

Seconded Cr

That Council

1. Approve the periodic purchase of eleven (11) Apple iPads for the purpose of supplying the Councillors (and Senior Staff) with electronic devices for all council matters and personal use ongoing \$56 per month for 24 months.
2. Approve the subscription to LG Hub and expenditure per month per councillor and senior staff (minimum of 15 users).
3. Reallocate the amount of \$2,750 remaining from the current Councillor Telecommunications Allowance for the monthly payments of selected ipads be expended in the 2020/21 financial year.
4. Approve that after a Councillor has sat a minimum of a four-year term and/or retires from the seat after that period, that the iPad becomes the property of the retiring Councillor. Should a Councillor retire prior to the term completion the iPad to be returned to the Shire of Wagin as their asset.

Carried 0/0

MOTION/ 4466 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr S M Chilcott

That item 12.1.6 *Electronic Devices for Councillors* be laid on the table until Ordinary Meeting of Council 23 February 2021.

Carried 8/0



BRIEF SUMMARY

To purchase electronic devices for Councillors and Senior Staff for the purpose of all Council matters as well as personal use.

BACKGROUND/COMMENT

The Shire of Wagin in the 2019/2020 financial year expended \$18,000 on printing, on average 50% of this expense comes from the printing of documents such as Council agendas, minutes, council documents, budgets, and other Shire related information.

It has been identified previously that more and more councils are providing their Councillors with electronic devices to reduce the cost in the field of printing, inadvertently moving Councillors to current technology.

Councillors currently have a paid telecommunications allowance that in this instance, could be reallocated to cover some of the cost associated with the purchase of electronic devices and associated accessories, with the plan to reallocate on a yearly basis. Council have the ability to reduce and save money in both fields. A current monetary figure allocated for printing could be taken into consideration to cover the initial outlay costs.

The recommended option regarding devices below is endorsed by other councils including staff who previously have worked with councils in the transition to electronic devices. iPads are becoming increasingly popular, with most Councillors already owning an iPhone, this transition would be simpler and keep consistency.

Support for Councillors would be offered in house with the key point of contact would be the Executive Assistant position.

It is also recommended that Councillors be able to use the devices for personal matters. For all support and Council matters the Shire would be able to access Councillor iPads without the invasion of privacy should a Councillor already have a personal device.

Below are options for council's consideration. All information has been thoroughly investigated into best practice devices which would have the most benefit to councillors, both by staff, Telstra and the current support officer.

RECOMMENDED OPTION

1. iPad's

Monthly Telstra Shared Data Packages for all Councillors;
These options would allow councillors access to an Apple iPad Air 256GB Wifi & Cellular 4th Gen for a monthly price of \$56 per month with a \$15, 5GB data allowance for a period of 24 months.

Shared Data will allow councillors to all be in the cellular pool and combined would have a monthly allowance of 55GB.

2. LG Hub Subscription

LG Hub proposal is an integrated platform and mobile app that helps Local Governments to deliver all kind of documents more efficiently and safely. It allows end-users to navigate through content, make personal Bookmarks and work with the latest annotation tools on any

mobile device, regardless of the connectivity. This cost per user (councillor) per month is \$38.90 per month

3. Accessories

- Apple Pencil – works with Notability Apps for note taking or marking of PDF's
- iPad 4^h Gen glass screen protector
- iPad 4th Gen cover

These options would impact the Budget allocation by \$17,545.28 for the first 12 months, \$15,026.82 for the second 12 months for all eleven devices. This would reduce to \$8,982 yearly from there on in for the council data allowance after the devices are paid out.

The calculation of costs is based on a 24 month period and 11 councillors, the cost benefit analysis would identify a greater saving over a four year period (term of a councillor) yet the costs calculated on a periodic payment term of 24 months (life of the plan).

Once a councillor has completed a full four year term they would retain their iPad for personal use once they retire or cease to be re-elected as a councillor. New councillors would be placed on a new contract with a new device.

All Senior Staff would also be purchased an iPad to keep consistency and be more efficient in their jobs, further reducing printing costs but due to the timing of reduction in Councillor numbers, it is recommended that 11 ipads are purchased and once 2 vacant seats are abolished that those be the ipads of two senior staff and the additional senior staff use the current devices in the office.

Availability of Stock – as noted in the communications with the Telstra Partner/Supplier availability due to worldwide shortage may delay the purchase of the ipads, currently January 2021.

Non-Recommended Option One

Purchase of iPads outright

JB Hifi Apple iPad Air 256GB Wifi & Cellular 4th Gen \$1329

The Good Guys Apple iPad Air 256GB Wifi & Cellular 4th Gen \$1329

This purchase would then include an additional cellular package of data provided by Telstra.

Non-Recommended Option Two

Purchase of other branded/software tablets outright

This option was thoroughly investigated, and price comparison was very similar but due to the lack of experience and ability to access technicians, staff would not be able to assist with problem solving or software issues on these types of devices.

CONSULTATION/COMMUNICATION

- Telstra Business Account Manager/Connectiv
- Shire of Wagin Senior Staff

STATUTORY/LEGAL IMPLICATIONS

Nil



POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Council decision will affect reallocation of budget allocation and distribution of funds.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority



Electronic Devices with LG Hub Proposal

	Monthly	12 Months	Total - Annual
Apple iPad 128GB Wifi & Cellular 8 th Gen	\$ 29.12	\$ 349.44	\$ 3,843.84
Apple iPad Air 256GB Wifi & Cellular 4 th Gen	\$ 55.37	\$ 664.44	\$ 7,308.84
Ipap Pro 11" 256GB Wifi & Cellular	\$ 65.80	\$ 789.60	\$ 8,685.60
LG Hub Subscription (minimum 15 users)	\$ 38.90	\$ 466.80	\$ 7,002.00
Data per plan (5GB) (Data share)	\$ 15.00	\$ 180.00	\$ 1,980.00

			\$ 16,290.84
--	--	--	--------------

One off purchase - apple pencil, ipad cover and screen protector			\$ 3,113.00
--	--	--	-------------

		Per Month	Per Councillor
12 Months	\$ 19,403.84	\$ 1,616.99	\$ 147.00
24 months	\$ 15,290.84	\$ 1,274.24	\$ 115.84
36 Months	\$ 7,982.00	\$ 665.17	\$ 60.47
48 Months	\$ 7,982.00	\$ 665.17	\$ 60.47
	\$ 50,658.68	\$ 4,221.56	\$ 383.78

Monthly cost per councillor over the 48 Months	\$ 95.94
---	-----------------

Communication Allowance Savings	\$ 2,750.00	Year 1
	\$ 4,750.00	Year 2
	\$ 4,500.00	Year 3
	\$ 4,500.00	Year 4
	\$ 16,500.00	

	\$ 9,900.00	Year 1
Annual Printing cost of \$18,000	\$ 9,900.00	Year 2
55% attributed to solely printing Agenda and Councillor Documents	\$ 9,900.00	Year 3
	\$ 9,900.00	Year 4
	\$ 39,600.00	

Reduction in costs of Printing and Communication allowance	\$ 56,100.00
--	---------------------

Total Savings - Over 4 Years	\$ 5,441.32
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Electronic Devices with Box - Business

	Monthly	12 Months	Total - Annual
Apple iPad 128GB Wifi & Cellular 8 th Gen	\$ 29.12	\$ 349.44	\$ 3,843.84
Apple iPad Air 256GB Wifi & Cellular 4 th Gen	\$ 55.37	\$ 664.44	\$ 7,308.84
Ipad Pro 11" 256GB Wifi & Cellular	\$ 65.80	\$ 789.60	\$ 8,685.60
LG Hub Subscription (minimum 15 users)	\$ -	\$ -	\$ -
Box - Business	\$ 21.00	\$ 252.00	\$ 252.00
Data per plan (5GB) (Data share)	\$ 15.00	\$ 180.00	\$ 1,980.00

			\$ 10,917.60
--	--	--	--------------

One off purchase - apple pencil, ipad cover and screen protector			\$ 3,113.00
--	--	--	-------------

		Per Month	Per Councillor
12 Months	\$ 14,030.60	\$ 1,169.22	\$ 106.29
24 months	\$ 9,288.84	\$ 774.07	\$ 70.37
36 Months	\$ 1,980.00	\$ 165.00	\$ 15.00
48 Months	\$ 1,980.00	\$ 165.00	\$ 15.00
	\$ 27,279.44	\$ 2,273.29	\$ 206.66

Monthly cost per councillor over the 48 Months \$ 51.67

Communication Allowance Savings	\$ 2,750.00	Year 1
	\$ 4,750.00	Year 2
	\$ 4,500.00	Year 3
	\$ 4,500.00	Year 4
	\$ 16,500.00	

	\$ 9,900.00	Year 1
Annual Printing cost of \$18000	\$ 9,900.00	Year 2
55% attributed to solely printing Agenda and Councillor Documents	\$ 9,900.00	Year 3
	\$ 9,900.00	Year 4
	\$ 39,600.00	

Reduction in costs of Printing and Communication allowance	\$ 56,100.00
--	---------------------

Total Savings - Over 4 Years \$ 28,820.56

LG Hub Pricing

LG Hub is sold as Software-as-a-Service (SAAS) License Model based on the number of User Licenses and includes a number of key services.

We have also developed special discounts for smaller councils to make LG Hub more affordable for these councils.

LG Hub Australian Cloud Package(SC):

The price for the LG Hub Australian Cloud Package covering 15 Users for 12 months is:

Period	Price per Annum
Year 1	\$7,000.00
Year 2 and on	\$6,000.00

Note: These prices exclude GST and are subject to change.

The Cloud Package includes:

- 15 LG Hub User Licences
- Account On Boarding, Set-up and Training involving 3 on line training sessions in Year 1
- Hosting on the Australian based Cloud.
- Access to the Hub Help Centre
- Help Desk Support for the Site Administrator - 8 AM to 6 PM (Eastern Time) 5 days a week
- Unlimited data storage

Additional User Licenses:

Additional LG Hub Australian Cloud Standard User Licenses can be purchased at any time on a per user per month basis as follows:

Additional User	Price per Month
16 to 99	\$29.50
100 to 499	\$28.00
500 +	\$26.50

Note: These prices exclude GST and are subject to change.



LG Hub securely manages and distributes content to mobile devices.

It is delivering real benefits to over 150 Councils including...

- Better management and control of content
- Faster distribution of content
- Great user experience
- Reduced costs to distribute content
- Scalable
- Easy to implement

[Click here to see a short video](#)
on LG Hub

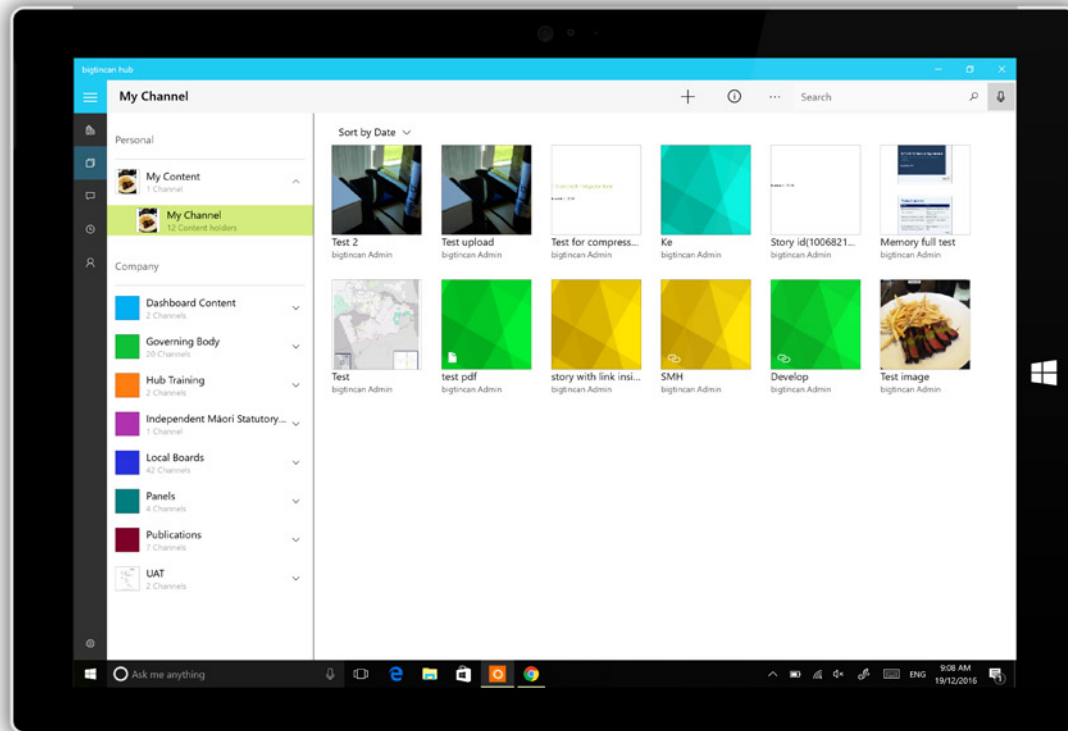


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Ordinary Meeting of Council is a service provided by Task Exchange Pty Ltd in partnership with Bigtican Mobile Pty Ltd.

15 December 2020

LG Hub is an integrated, intuitive mobile platform that automatically delivers the right content to the right people every time with all the automation and productivity tools needed to work with content.



Integrated Platform

Everything you need to access, customize, present, collaborate & share content while on a mobile device in one integrated, intuitive platform

Incredible User Experience

LG Hub delivers an incredible user experience that ensures rapid user adoption

Superior Content Management

Automatically deliver the right content to the right people on any mobile device.

Complete Content Security

LG Hub offers the most comprehensive security on the market that will meet the needs of the most stringent IT security teams.

Measurement and Analytics

Provides fine grained measurement of content accessed by users to gain insight into content usage and increase utilisation.

Powerful Communications Hub

Extend your communications capabilities with secure messages, real-time audio and video chatting and presentation broadcasting to remote meeting participants.

Council Business Papers

Improve the productivity and effectiveness of managing and distributing Business Papers

- Automatically deliver Business Papers and Agendas to mobile devices
- Organise documents so users can quickly find relevant content
- Access content on line and off line
- Create Meeting Events in Calendars
- Annotate and bookmark content and create private Notes
- Share annotations and comments with other users
- Open Multiple Files and save in a Stack
- Full text search
- Gain insight into content users are accessing to improve utilisation



LG Hub does much more than Business Papers

Induction – Improve the efficiency of Induction of new Councillors and staff by presenting content such as Councillor Guide, Council Policies, the Council Annual Plan, PowerPoint Presentations and more. LG Hub distributes the right content to the right people.

Improve productivity of your mobile workforce – Manage and automatically distribute role based content such as Work Method Statements, Operating Procedures, compliance content, interactive Forms and more that mobile workers need to improve their productivity.

Training – Create and deliver training content and videos and create links to on line Council Training Courses to provide easy access for users to training material.

Highlight Council Activities – Provide updates on major Capital Works Projects and publish Council Videos, brochures and more.

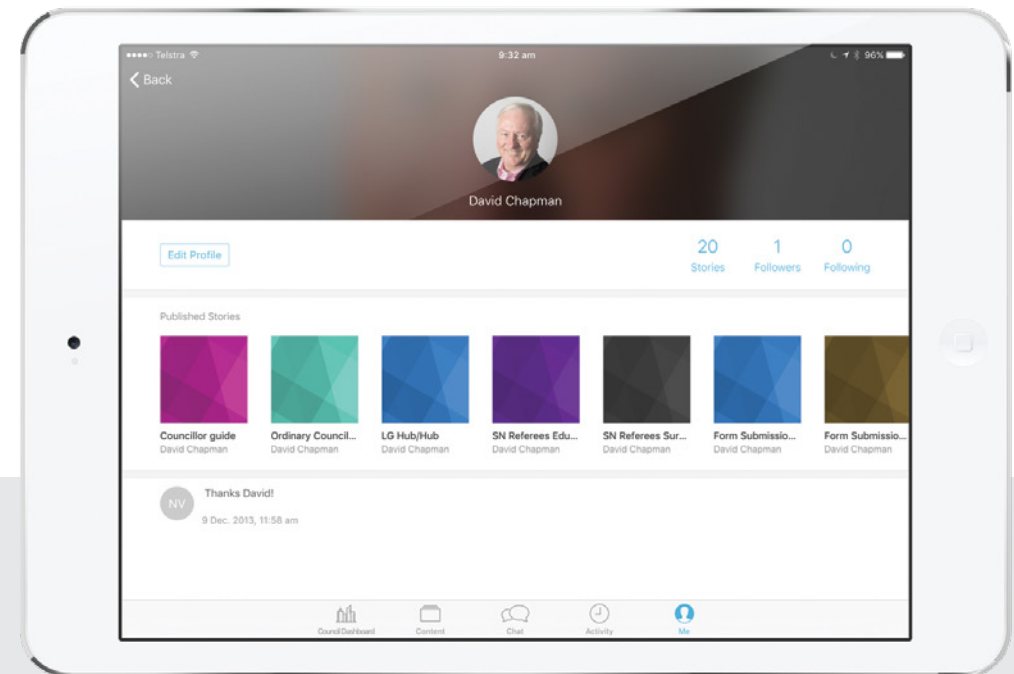
Create Feeds – Create relevant news feeds and links to give users immediate access.

Services

By focusing on a best practice deployment process LG Hub is easy to deploy and manage with a minimal involvement of IT resources.

On Boarding and Training-We provide on line training sessions for Administrators and Publishers. You can gain immediate benefits of using LG Hub within weeks.

Support-We have set up a Help Centre where you will find useful information on LG Hub. We also provide Help Desk Support.



Call us on +61 2 9966 8849
or email info@lghub.com.au

www.lghub.com.au

www.bigtincan.com/industries/government/

Account Name
City of Armadale
City of Bayswater
City of Busselton
City of Canning
City of Cockburn
City of Fremantle
City of Gosnells
City of South Perth
City of Wanneroo
Shire of Augusta-Margaret River
Shire of Broome
Shire of Harvey
Shire of Nannup
Shire of Toodyay
Shire of York
Town of Port Hedland



12.2 DEPUTY CHIEF EXECUTIVE OFFICER

12.2.1 DEPUTY CHIEF EXECUTIVE OFFICERS REPORT – NOVEMBER 2020

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Deputy Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	09 December 2020
PREVIOUS REPORT(S):	18 November 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	CM.CO.1
ATTACHMENTS:	Nil

OFFICER RECOMMENDATION/4467 COUNCIL RESOLUTION

Moved Cr G R Ball

Seconded Cr B S Hegarty

That Council receive the Deputy Chief Executive Officer's report for November 2020.

Carried 8/0

BRIEF SUMMARY

The following report details the activities that fall under the control of the DCEO for the months of November and December 2020.

BACKGROUND/COMMENT

SPORTSGROUND DEVELOPMENT

The Sportsground Precinct Master Plan was endorsed by Council at the August meeting of Council. The final plan has now been made available to the community in different mediums, it has also been emailed out to all interested persons and community clubs / groups.

Staff, within the next few months, will look at engaging an engineering firm to carry out the site survey of the area. Staff will also look at engaging a country-based cost/quantity surveyor to provide accurate costings. There is \$70,000 in the 2020/2021 budget to carry out these tasks.

Next year, staff will look at assembling a Steering Committee to progress this development.

CORPORATE SERVICES

Covid-19 Update

From the 5th December the State Government has introduced mandatory contact tracing that has impacted on many Shire facilities and businesses in Wagin. Staff have implemented contract tracing registers and the Safe WA App Q Code at the Wagin Swimming Pool, Gym, Library, Eric Farrow Pavilion, Recreation Centre, Sportsground, Caravan park, Town Hall and the Medical Centre meeting room.



All users and patrons of these will have to record their name and contact details in either the register provided or electronically through the Safe WA app, this will be in place until advised otherwise. Staff have also helped community group set up their contact tracing requirements.

Local Roads and Community Infrastructure Program (LRCIP)

All six of Council's projects were approved under the (LRCIP) guidelines. 50% of the total grant funds of \$348,962 has been received. Staff have completed the first quarterly progress report. Signage has been put up acknowledging the Commonwealth Government with the funding of these projects.

AGED CARE

Seniors Christmas Lunch

Homecare Manager, Kim Nottle and her staff organised a very successful Senior's Christmas Lunch on Tuesday 8th December. Some 120 seniors enjoyed a fabulous Christmas lunch cooked by our local butcher Zane and the Homecare staff.

The luncheon was only possible through nearly \$2,500 in donations from very generous local community groups and businesses.

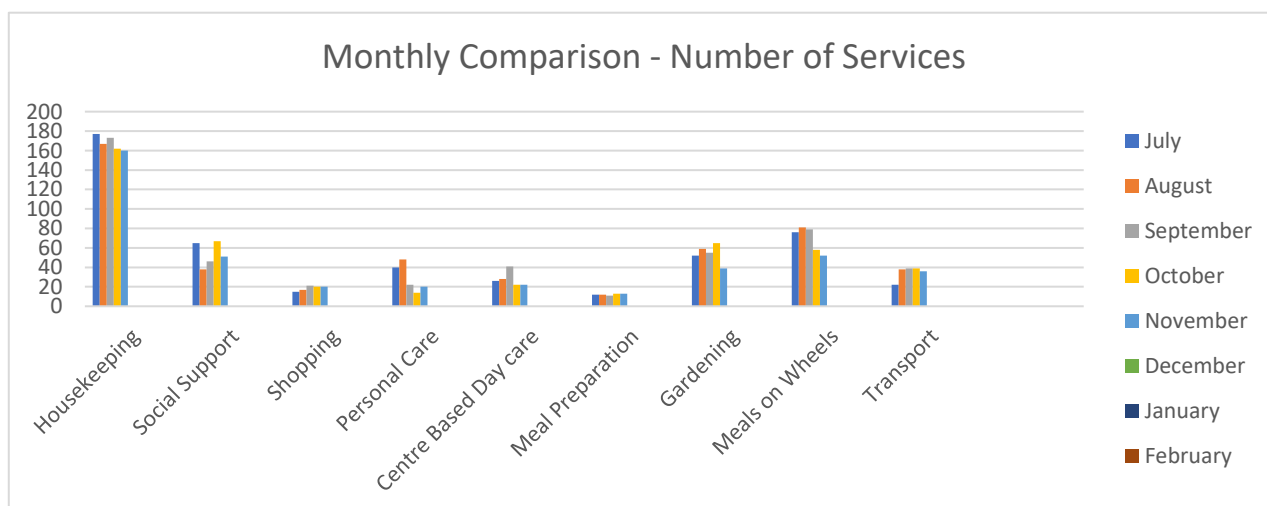
Congratulations to Kim who did an amazing job co-ordinating the fund-raising effort and the day in general.

HEMECARE REPORT November 2020

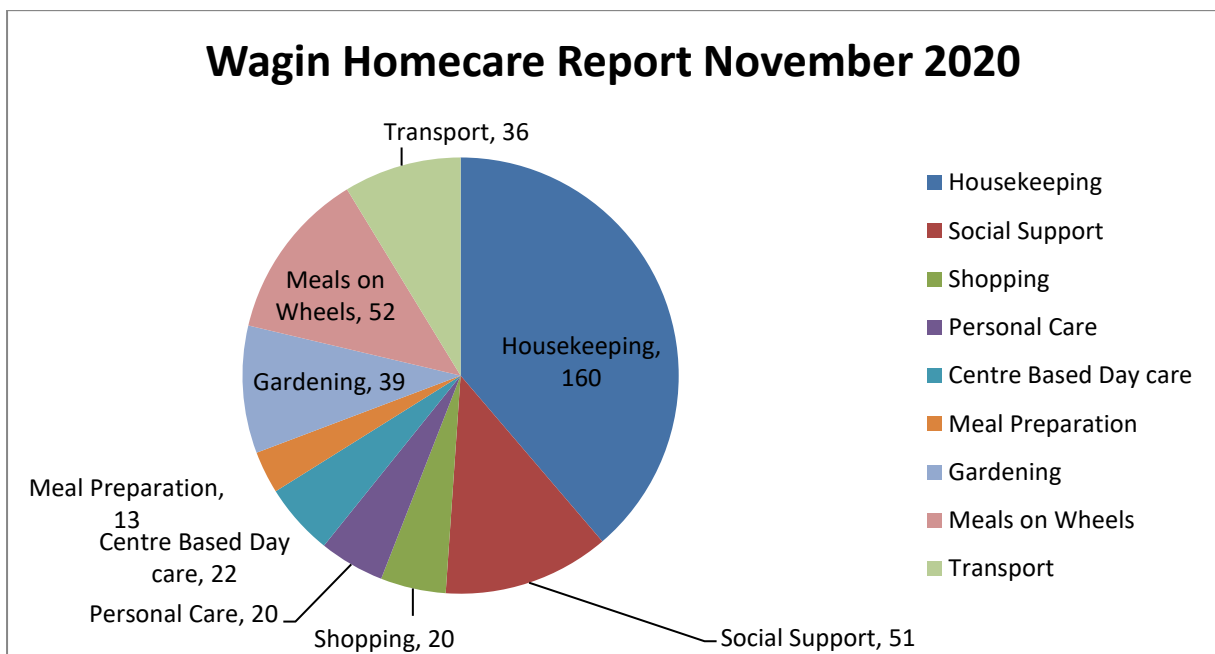
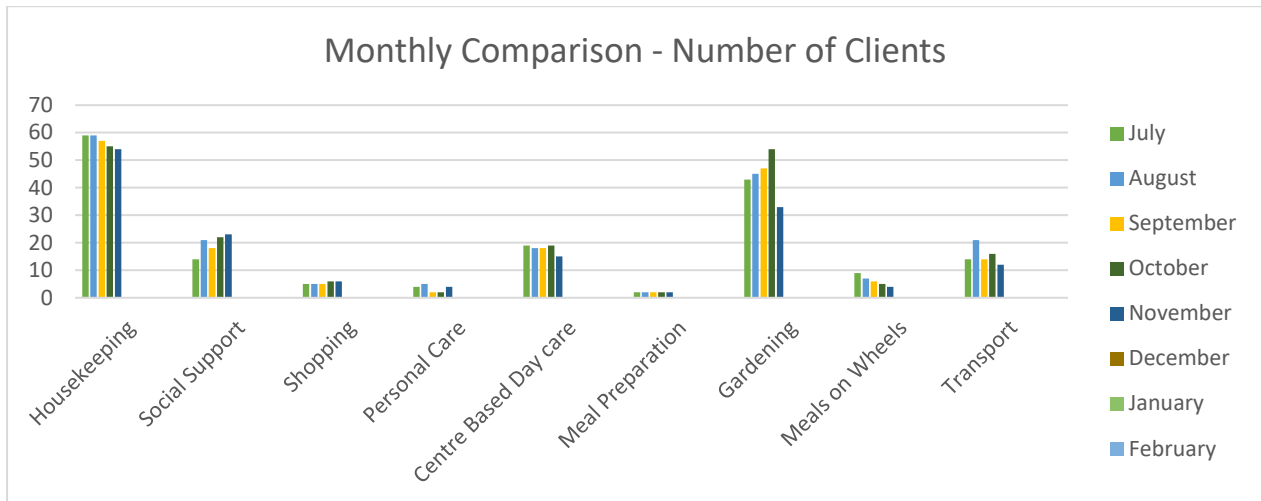
CLIENTS:

82 clients received one or more services for November

Service	Number of Clients
Housekeeping	54
Social Support	23
Shopping	6
Personal Care	4
Centre Based Day care	15
Meal Preparation	2
Gardening	33
Meals on Wheels	4
Transport	12



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Wagin Homecare Complete Service Provision November 2020

Types of services provided	Monthly Contracted	Hours Provided	Variance	Contracted	Year to date
Domestic Assistance	243	205	-38	2913	1057
Social Support	54	59	5	651	286
Personal Care	16	10	-6	190	56
Centre Based Day Care	120	78	-42	1442	480
Respite Care	1.5	0	-1.5	18	0
Home Maintenance	112	43	-69	1344	298
Transport	63	27	-36	762	162
Meals on Wheels	334	52	-282	4011	346
Other food services	25	13	-12	299	61

TOWNSCAPE

Town Square Project

This exciting project continues to be progressed with a lot of work completed in the past month. Please refer to the Town Square Project Report under separate cover.

Wetlands Park Playground Development

Works continue on this project with the installation of the main play items being undertaken from the 9th to the 15th December. Staff continue to be source and procure different elements of the project. Works will continue on the progress of the park in December and January.

Electronic Advertising Sign

The manufacturing of the Electronic Advertising Sign is progressing well and the supplier has advised everything is on track for delivery and erection of the sign in late January.

Giant Ram Painting

The painting of Bart has been completed, with the job taking a week and unfortunately with a number of challenges. The biggest hurdle was issues with the knuckle boom, the machine being too heavy for the ground pavers and problems with Council's high-pressure graffiti unit.

In the end the contractor has done a very good job with Bart coming up a treat.

With the issues encountered the final cost came in at \$27,060 which is some \$2,000 over budget.



TOURISM

Entry Statements

Ray Ford has now completed the upgrade work on the first of the four Entry Statement signs, the statement posts have been re-painted and the sign re-erected (Tudhoe St Sign – western end).

Ray will now commence the second sign, it will take some time to complete the upgrades on all four entry statements.

Nov/Dec 2020 Shire Facebook Report

07/12/2020

The Shire Facebook page has posted 11 times since the last report in July with the biggest audience award being Bart and all his makeover glory with a total of 4715 likes in the three posts over one week.

- Painting Bart Update – 13th Nov – 2234 people
- Painting Bart Update – 18th Nov – 1951 people
- Painting Bart update – 20th Nov – 530 people
- Christmas Street Carnival flyer – 21st Nov – 855 people
- Movie Flyer – 24th Nov – 702 people



- Medical Centre Christmas hours – 25th Nov – 1380 people
- Cat in the Pound – 27th Nov – 826 people
- Trailer for Sale – 2nd Dec – 1029 people
- Street Carnival Flyer with Lotterywest – 2nd Dec – 576 people
- International Day of People with Disabilities – 3rd Dec – 205 people
- Dogs in the Pound – 4th Dec – 936 people

Our total page “likes” has jumped to 1287 – up by 22 from last month.

To compare our likes to other shire pages:

- Wickepin 822
- Williams 538
- Kondinin 458
- Lake Grace 625
- Kojonup 1097

Wagin Woolorama Page took another step forward to 2843 likes.

RECREATION AND CULTURE

Library Report November / December 2020

This report provides information to councillors about events, activities and statistics in the Wagin Library & Gallery which have occurred during the reporting period, and is submitted in advance of the monthly council meeting.

Library Update:

- No Updates

Library Events:

- Library Book Club will be held at Cresswells on Saturday 12 December 2pm to 4pm.

Library Regular Activities:

- WLG Book Club will be held at Cresswells on Saturday 12th December 2pm to 4pm. Our next Book Club will be held on February 13th 2pm to 4pm.
- Waratah Lodge regular readers' weekly exchange of books, DVDs, etc. is ongoing.
- Wagin Hospital Homebound visiting program available as required.
- **Friends of Wagin Library & Gallery meeting was held Thursday November 26th at 4.30pm. Our next Friends Meeting will be held on Thursday February 25th 2021 at 4.30pm.**

Library Statistics:

- 0 new borrowers at the library during this reporting period;
- 83 patron visits for November December reporting period;
- 9 successful inter-library loan requests for items from Wagin Library & Gallery patrons;
- 3 inter-library loan requests from other public libraries throughout WA for our items; 0 not supplied.



- 1 request for information searches undertaken for Wagin library patrons by library staff;
- 0 public access computer user/s; 0 Wi Fi users. Patrons and visitors are now being notified that public access computer able to be used when needed.
- 22 community members enjoyed free tea or coffee in the library;
- 1 community members and library patrons spent time reading and relaxing in the library.
- 24 phone transactions relating to library matters - patron request for renewals; requests for information from other libraries, and from us to staff at other libraries; library event planning.

Patron Comments and Suggestions:

Guest book: More new comments entered, and available on library coffee table to view during Library hours.

Up and coming news and events:

- No Events until permitted

Wagin Swimming Pool Report November 2020

November saw 1222 patrons (add 282 family passes and day passes @ 5 per ticket = 1410 + 1222 = 2632 patrons) go through the gate for our first month. Morning lappers averaging 15 people but increasing as the weather warms up. Family tickets, both season passes and day tickets very popular amongst the public.

The new basketball ring and pad is a great success and is in use constantly by children and adults, a great addition to the pool facility. The leisure pool still proving very popular due to its water temperature of around 28 degrees, with patrons staying longer at the facility.

The new pool vacuum is working beautifully, and I would to thank Council for approving the purchase of this essential plant item. The new watering system for the pool surrounds seems to have had its issues but Mike Tito has it worked out now. Lawns are coming back green now.

Wagin school has been attending the pool twice a week as a reward for “ good students”. Nice to know that the pool is used as a reward for good behaviour.

This month saw the following maintenance issues:

- control box for 50m chlorinator problems. Solved the issue.
- new element for solar hot water system
- solar panel control box on one panel showing error. Not solved. Shane Hall onto the issue.
- 50m pool chlorinator pump not working. Easy fix.
- 50m hair lint pot cracked on bottom. Shut down pool. Problem fixed with a reweld thanks to Jim and Locko.
- have an ongoing problem with filter sand entering the 50m pool through outlets in the pool. There may be some broken uprights in the gravity feed filter.
- replaced flange fitting on outlet pipe from 50m balance tank as it was leaking and drawing air.

Recreation Centre Report

October / November 2020



Some activity continues at the Wagin Recreation Centre, the following sport and activity is still taking place, with the organiser obtaining a key from the Shire office to utilise the facility:

- Cardio tennis and skills training in full swing
- Yoga with Tara twice a week in E.F.P
- Fitness twice a week with some sessions out-doors depending on weather
- Stay on your feet every Monday
- Ad-hoc games of men's basketball

Trots had two meets in November and one in December with good numbers in attendance. There next meet will not be until April.

Sportsground Ticket Box

The construction of the Sportsground Ticket Box has been awarded to Ryan Scardetta and works will commence on this project in late January, early February.

Council works staff will carry out the site works for the area and Allan Anthony will connect the power and install lights to the new building. The ticket box will be completed in February next year, in time to be used at Woolorama.

OTHER

Grants

Department of Sport and Recreation – CSRFF Grant – Upgrade Cricket Pitch

The Shire has been successful with their grant application for \$3,387 to assist with the upgrade of the cricket pitch at the Wagin Sportsground.

Work has commenced on this project and should all be finished the week ending 20th December. The Cricket Club will commence playing matches on the new pitch late in January.

Wagin Christmas Street Carnival.

Lotterywest has come to the party with a grant of \$5,000 towards this years Christmas Street Carnival, with the grant funds already secured from Roadwise it promises to be a fantastic event for the whole family.

Again, The Wagin Action Group will be playing a pivotal part on the night and the Chamber of Commerce will also be financially contributing to the event.

Covid Safe Australia Day \$20,000 Grant

A Commonwealth Government grant, through the National Australia Day Council, will allow the Shire to organise a much larger scale Australia Day celebration in a Covid safe environment.



Planning, organising and advertising continues on this exciting event.

Other grants applied for are contained below, Staff will keep Council up to date with the success of each grant.

Grant Body	Grant Amount	Grant Reason
Co-operative Bulk Handling NOT SUCCESSFUL	14,647.00	Generator and Adaptor Plug for Wagin Evacuation Centre (Wagin Recreation Centre)
Department of Sport and Recreation SUCCESSFUL	3,387.57	Upgrade Cricket Pitch
Community Grants Hub STILL UNDER CONSIDERATION	10,000.00	Saluting and Servicing Program- RSL War memorial Upgrade
DFES STILL UNDER CONSIDERATION	46,941.95	BFB Water Tanks, one for each Brigaded other than Piesseville
DFES STILL UNDER CONSIDERATION	4,489.39	BFB Flexi Water Tank for Piesseville Bush Fire Brigade
RAC NOT SUCCESSFUL	14,456.00	Wetlands Park Swing Set and Artwork and Landscaping at the War memorial Upgrade
Lotterywest SUCCESSFUL	5,000.00	Additional grant funds for the Xmas Street Carnival
Disability Inclusion Week SUCCESSFUL	\$1,000.00	Support patrons with disabilities attending the Street Carnival
Total	99,921.91	

CONSULTATION/COMMUNICATION

Nil

STATUTORY/LEGAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority



- *Manager of Works left the room at 8:40pm*
- *Manager of Works returned to the room at 8:40pm*

12.2.2. REIMBURSEMENT OF CEO INTERVIEW COSTS

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Deputy Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	11 December 2020
PREVIOUS REPORT(S):	Nil
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	PE.RE.143
ATTACHMENTS:	Nil

OFFICER RECOMMENDATION/4468 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick

Seconded Cr L A Lucas

That Council verify and approve the reimbursement claim from Candidate I for costs associated with attending interview for the CEO position.

Carried 8/0

BRIEF SUMMARY

That Council verify and approve the reimbursement claim from Candidate I for costs associated with attending interview for the CEO position.

BACKGROUND/COMMENT

Staff have received an email from the recruitment consultant John Phillips requesting the reimbursement of airfare, accommodation and car hire cost from Candidate I for attending their CEO interview on Saturday 21 November 2020.

Through the CEO Review Committee and verbally agreed by Council during the interview process, the decision was made to reimburse the candidate, but no formal motion was tabled. Management is now seeking formal Council verification and approval to pay the reimbursement claim.

The total claim amount is \$2,048.11. This covers airfares, one night's accommodation and one day car hire.

CONSULTATION/COMMUNICATION

Nil

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995

POLICY IMPLICATIONS

Nil



FINANCIAL IMPLICATIONS

Provision is made under CEO Recruitment costs for this expense, however total costs associated with the recruitment process will exceed the budget provision however there are unspent funds allocated to removal expenses that will cover the overspend.

STRATEGIC IMPLICATIONS

VOTING REQUIREMENTS

Simple Majority



12.3 MANAGER OF WORKS

12.3.1 WORKS AND SERVICES REPORT – NOVEMBER 2020

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Manager of Works
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	08 December 2020
PREVIOUS REPORT(S):	17 November 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	CM.CO.1
ATTACHMENTS:	Nil

OFFICER RECOMMENDATION/4469 COUNCIL RESOLUTION

Moved Cr B S Hegarty

Seconded Cr S M Chilcott

That Council receive the Manager of Works Officer report for the month of November 2020.

Carried 8/0

BRIEF SUMMARY

NIL

BACKGROUND/COMMENT

CONSTRUCTION CREW

- Town Square – Works Completed: 2 coat seal for truck bay, hot mix carpark, kerbing installed, all reticulation pipe to director boxes and gardens, back fill kerbing with sand for paving and garden soil.
- Wetlands Park - Earth work completed ready for playground equipment to be installed
- Community Centre Upgrade - Paving completed, reticulation installed ready for lawn

UPCOMING WORKS

Clear, widen and form Sprigg Road.

Maintenance grade shoulders on Piesseville-Tarwonga Road as weather permits.

ROAD MAINTENANCE

The Road Maintenance Crew have attended public requests, general road maintenance issues including blow-outs and fallen trees as they arise.

TOWN MAINTENANCE

The Town Crew have been undertaking community request works, removing fallen trees, cleaning out drains, patching potholes and other general works.

PLANT / MACHINERY

General servicing has been carried out on the Shire plant and mechanical repairs as required. All plant repairs and servicing up to date.



COUNCILLOR'S INFORMATION

Date	Meter Reading (m3)	Pumping Rate (L/S)	Pressure Main Gauge (KPA)	Water Level (M)
Nalder Street Bore				
07-Jul-20	599308.00	2.83	375.00	24.50
11-Aug-20	605565.00	2.30	375.00	27.90
15-Sep-20	611955.00	2.08	375.00	27.70
05-Oct-20	615604.00	2.33	350.00	29.70
10-Nov-20	622010.00	3.10	350.00	26.50
6406				-3.2
Victor Street Bore				
07-Jul-20	695602.00	2.00	350.00	13.80
11-Aug-20	700684.00	1.68	360.00	15.20
15-Sep-20	705540.00	1.66	360.00	15.90
05-Oct-20	708327.00	1.66	350.00	15.80
10-Nov-20	713276.00	1.67	350.00	15.80
4949				0.0
Warwick Street Bore				
07-Jul-20	566875.00	2.16	325.00	9.10
11-Aug-20	569887.00	2.60	325.00	14.80
15-Sep-20	572702.00	2.66	325.00	14.70
05-Oct-20	573294.00	2.66	350.00	14.60
10-Nov-20	575848.00	2.75	350.00	12.80
2554				-1.8

CONSULTATION/COMMUNICATION

NIL

STATUTORY/LEGAL IMPLICATIONS

NIL

POLICY IMPLICATIONS

NIL

FINANCIAL IMPLICATIONS

NIL

STRATEGIC IMPLICATIONS

NIL

VOTING REQUIREMENTS

Simple Majority



PLANT REPORT				Nov-20		
PLANT	OPERATOR	PURCHASE DATE	KM / HOURS	SERVICE DUE	REGO	COMMS
ISUZU D-MAX WAGON P-01	B ATKINSON	29/10/2019	21,644	29,000	W.1	
ISUZU D-MAX WAGON P-02	B RODERICK	1/11/2018	44,033	55,000	W.001	
ISUZU D MAX P-04	A HICKS	17/11/2020	688	1,000	W.1008	New
MAZDA CX5 - P-05	P VAN MARSEVEEN	15/03/2018		40,000	W.1479	
HOLDEN COMMODORE P-08	T BRANDY	6/11/2018	69,230	68,000	W.10000	Service Due
WCM LOADER P-09	REFUSE SITE	30/06/2012	3,126	3,350	W.10292	
KOMATSU GRADER P-10	S DESOUZA	20/10/2014	6,816	7,000	W.284	
KOMATSU LOADER P-11	D HOYSTED	21/03/2018	2,667	2,900	W.10707	
KOMATSU GRADER P-12	R DERRICK	15/01/2019	1,997	2,250	W.041	
ISUZU TRUCK P-14	S HISKINS	3/12/2019	24,760	40,000	W.1002	
BOMAG ROLLER P-15	VARIOUS	3/01/2008	9,137	9,220	W.7862	
ISUZU TRUCK P-16	VARIOUS	19/10/2010	83,897	85,000	W.1012	
KUBOTA MOWER P-18	M TITO	31/10/2019	130	200		
VIB ROLLER P-19	VARIOUS	3/01/2008	1,675	2,100	W.841	
JOHN DEERE P-20	VARIOUS	9/02/2006	3,817	4,000	W.9618	
ISUZU P-21	R DERRICK	17/03/2017	59,729	73,000	W.676	
JOHN DEERE P-22	A HOPKINS	10/08/2016	369	400	W.487	
TOYOTA UTE P-24	M TITO	17/11/2020	609	1,000	W.1010	New
TOYOTA UTE P-25	A HOPKINS	25/11/2020	368	1,000	W.1001	New
TRITON UTE P-26	S DESOUZA	14/11/2014	66,074	75,000	W.1022	
TRITON UTE P-27	J PRAETZ	6/11/2014	80,809	90,000	W.1007	
MAHINDRA P-38	L STANBRIDGE	21/01/2016	54,202	60,000	W.1044	
BOBCAT P-39	VARIOUS	17/09/2013	3,452	3,500	W.10553	
ISUZU TRUCK P-40	VARIOUS	29/03/2019	40,315	60,000	W.437	
ISUZU TRUCK P-42	J CHAMBERLAIN	6/02/2014	164,966	180,000	W.1015	
TORO MOWER P-43	M TITO	12/09/2013	1,003	1,050		
CAT BACKHOE P-47	VARIOUS	21/09/2015	5,344	5,500	W.10552	
TENNANT SWEEPER P-48	J PRAETZ	16/10/2015	2,037	2,050	W.10554	
MULTIPAC ROLLER P-49	VARIOUS	9/01/2017	2,368	2,410	W.860	
TOYOTA UTE P-50	T SIMMS	15/12/2017	32,986	40,000	W.924	
FORKLIFT P-51	VARIOUS	30/11/2018	16,368	30/11/2021	W.10729	
KUBOTA RTV P-52	VARIOUS	31/10/2019	244	400		
TOYOTA UTE P-85	VARIOUS	29/10/2020	872	1,000	W.863	New
TOYOTA UTE P-94	J YATES	23/10/2019	21,225	30,000	W.10796	



12.4 MANAGER OF FINANCE

12.5 ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

12.5.1 ENVIRONMENTAL HEALTH OFFICER / BUILDING SURVEYORS REPORT – NOVEMBER 2020

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Environmental Health Officer / Building Surveyor
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	01 December 2020
PREVIOUS REPORT(S):	18 November 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	PH.MO.1
ATTACHMENTS:	Nil

OFFICER RECOMMENDATION/4470 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick

Seconded Cr L A Lucas

That Council receive the Environmental Health Officer / Building Surveyors Report for the month of November.

Carried 8/0

BRIEF SUMMARY

Development Report

BACKGROUND/COMMENT

Report provided monthly for Councils information consisting of Planning, Building and Health activities for the month of November.

DEVELOPMENT APPLICATIONS

BUILDING PERMITS

Permit No.	Owner	Builder	Location	Description	Value	Fees
99861	Bryce Eltringham	Owner	4 Tasman Street Wagin	Steel Framed Shed and Patio	\$16,000	\$166.65
99862	Chris + Melanie English	Owner	Lot 245 Great Southern Highway	Timber Framed Dwelling	\$400,000	\$760.00

BUILDING FINALS (BA7)

Nil



CERTIFICATES OF OCCUPANCY

Nil

EFFLUENT DISPOSAL SYSTEM – CERTIFICATE TO USE

Nil

BUILDING ISSUES

Nil

HEALTH/PLANNING/BUILDING ADVISE

- House improvements Cancanning area.
- 6 Pederick Street, front patio advises
- Transfer of ice works from rural/residential property to residential address, advised applicant Planning approval will be required.
- COVID 19 updates for establishments that create indoor gatherings i.e., pubs, function centres, restaurants. As part of relaxing of state borders, a systematic recording system is required by the State government to have a record tracing mechanism for tracing purposes if COVID 19 get into the State. The recording process can be registered electronically (QR Code) or by a paper register with records being kept for 28 days only. All premises that fall into this category have been notified of the requirement.
- Application to reside in a mobile home – 108 Rifle Road (south) advised Council approval would be required for any length of time.
- Application to operate and register an Ice Cream van within the Shire. A local resident has applied to house and operate a mobile ice cream van with the intent of selling from door to door and various functions that may arise from during the year. The van, if compliant, will be licensed as a mobile food premises.

FOOD RECALLS/COMPLAINTS

There was 1 recall notices issued by the Health Department of WA.

- Halo Ice Cream – Solvent contamination.

CONSULTATION/COMMUNICATION

Nil

STATUTORY/LEGAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Associated Building and Health Fees

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority



12.5.2 DEVELOPMENT APPLICATION – PROPOSED “REPURPOSED DWELLING”

PROPONENT:	Mr. Philip Wirth (Owner/Builder Applicant)
OWNER:	Mr. Philip Wirth
LOCATION/ADDRESS:	Lot 547 (23) Lloyd Street, WAGIN
AUTHOR OF REPORT:	Environmental Health and Building Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	01 December 2020
PREVIOUS REPORT(S):	Nil
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	A1939
ATTACHMENTS:	Attachments 1

OFFICER RECOMMENDATION/4471 COUNCIL RESOLUTION

Moved Cr S M Chilcott

Seconded Cr W J Longmuir

That the development application submitted by the applicant (Landowner) to erect a repurposed dwelling on lot 547 (23) Lloyd Street, Wagin be APPROVED subject to compliance with the following conditions and advice notes:

Conditions

1. The proposed development shall be undertaken in accordance with the information and plans submitted in support of the application subject to any modifications required as a consequence of any condition/s of this approval or otherwise approved by Council.
2. Any additional development which is not in accordance with the application the subject of this approval or any condition of approval will require the further approval of Council.
3. The proposed development shall be completed within two (2) years from the date of this approval. If the development is not completed within this period this approval shall lapse and have no further effect. Where an approval has so lapsed, the proposed development shall not be carried out without the further approval of Council having first being sought and obtained.
4. The following clause from Local Planning Scheme No.2 is applicable given Lloyd Street has not yet been formally constructed and nor has Utera Street immediately south. These roads may need to be upgraded / properly constructed to comply with the Bushfire Planning Guidelines as it applies to vehicle access arrangements in bushfire prone areas. The applicant/landowner needs to be aware and understand that Council is legally required to consider the relevant requirements and may impose a condition requiring the proponent/landowner to pay a sum of money in or towards payment of the cost or estimated cost of construction of these roads or part thereof which could have some significant cost implications for the project as a whole:

Clause 31 (3) Development of lots not abutting a constructed public road

4. In considering an application for development approval in respect of land abutting an unconstructed road or a lot which does not have frontage to a constructed road the local government shall either—

- (a) refuse the application until the road has been constructed or access by means of a constructed road is provided as the case may be; or**
- b) grant approval to the application subject to a condition requiring the applicant to pay a sum of money in or towards payment of the cost or estimated cost of construction of the road or part thereof and any other condition it thinks fit to impose; or**
- c) grant the application subject to the following conditions, or any other conditions the local government sees fit to impose:**
 - i) Arrangements are to be made for permanent access, to the satisfaction of the local government;**
 - ii) The location of any legal access shall be to the satisfaction of the local government;**
 - iii) Access must be constructed and maintained to the satisfaction of the local government;**
 - iv) A notification is to be placed on the title of the land alerting landowners that the lot does not have access to a constructed public road and alternative access arrangements must be maintained, both physically and legally.**

5 The proposal does not appear to comply with deemed-to-comply requirement C3.1 of the Residential Design Codes of WA as it applies to street surveillance. If the plans are not amended to comply then written justification addressing design principle P3 below is required in support of the development application.

Design principles	Deemed-to-comply
<i>Development demonstrates compliance with the following design principles (P)</i>	<i>Development satisfies the following deemed-to-comply requirements (C)</i>
<p>5.2.3 Street surveillance</p> <p>P3 Buildings designed to provide for surveillance (actual or perceived) between individual dwellings and the street and between common areas and the street, which minimise opportunities for concealment and entrapment.</p>	<p>C3.1 The street elevation(s) of the dwelling to address the street with clearly definable entry points visible and accessed from the street.</p> <p>C3.2 At least one major opening from a habitable room of the dwelling faces the street and the pedestrian or vehicular approach to the dwelling.</p> <p>C3.3 For battleaxe lots or sites with internal driveway access, at least one major opening from a habitable room of the dwelling faces the approach to the dwelling.</p>

6 The approval is conditioned on receiving structural certified plans and the positioning of the effluent disposal system.

Advice Notes

- 1. This approval is not an authority to ignore any constraint to development on the land which may exist through contract or on title, such as an easement or restrictive covenant. It is the responsibility of the applicant and landowner and not the Shire to investigate any such constraints before commencing development. This approval will not necessarily have regard to any such constraint to development, regardless of whether or not it has been drawn to the Shire's attention.**

2. This is a development approval of the Shire of Wagin under its Local Planning Scheme No.2. It is not a building permit or an approval to commence or carry out development under any other law. It is the responsibility of the applicant/landowner to obtain any other necessary approvals, consents, permits and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.
3. The landowner is reminded of their obligation to ensure compliance with the standards and requirements of the Shire of Wagin Annual Fire Break Notice as it specifically applies to the subject land as well as the emergency evacuation and fire management plan required by Condition 19 of the development approval issued by Council in June 2015.
4. Failure to comply with any of the conditions of this development approval constitutes an offence under the provisions of the *Planning and Development Act 2005* and the Shire of Wagin Local Planning Scheme No.2 and may result in legal action being initiated by the local government.
5. If the applicant or landowner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be submitted to the State Administrative Tribunal within 28 days of the determination

Carried 8/0

BRIEF SUMMARY

This report recommends that a development application submitted by Mr Philip Wirth (Landowner) seeking Council's approval to erect a sea container type dwelling on Lot 547 (23) Lloyd Street Wagin be approved subject to conditions.

BACKGROUND/COMMENT

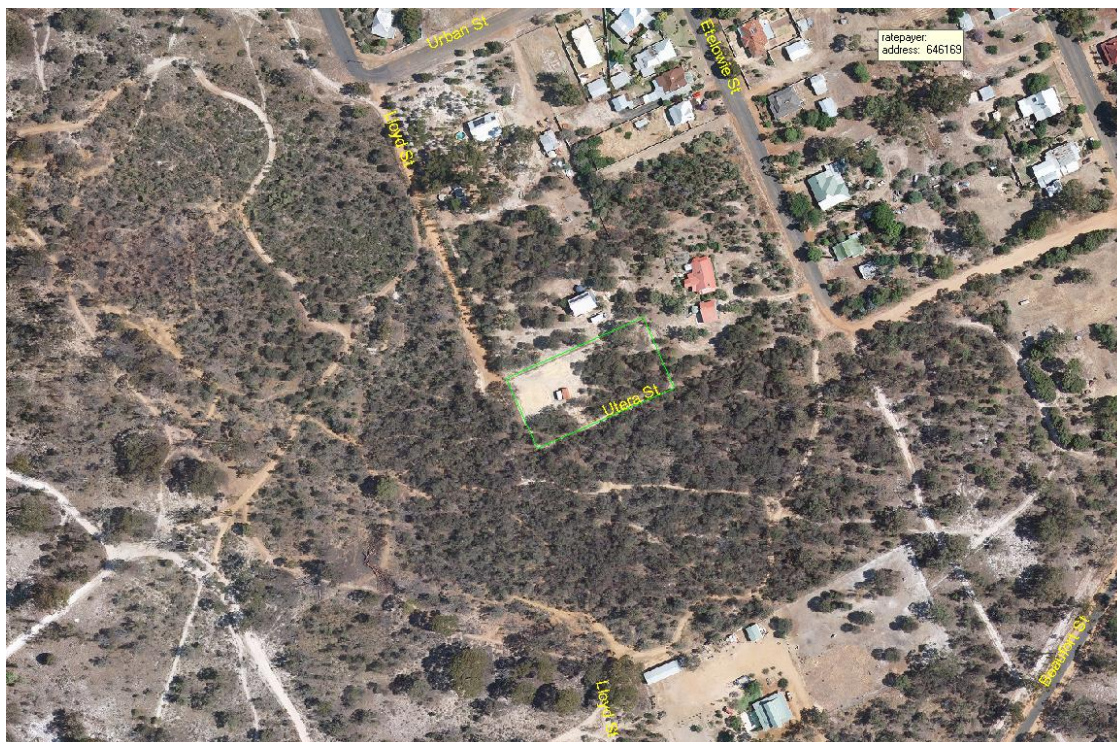
BACKGROUND

The applicant is seeking Council's development approval to erect a "repurposed dwelling"

A copy of the submitted plans in support of the application is provided in Attachment 1.

The subject land is zoned residential under the Shire of Wagin Local Planning Scheme No 2 and is situated on a gazetted, unsealed road. It comprises a total area of 0.3124 hectares with access from Lloyd and Utera Street.

The repurposed building will be colorbond cladded with a zincalume roof to deter from the sea container appearance, a steel framed patio is also attached to give that effect.



Location & Lot Configuration Plan (Source: Synergy Soft)

COMMENT

Lot 547 (23) Lloyd Street is classified 'Residential' zone under the Shire of Wagin Local Planning Scheme No.2 (LPS2).

The applicant has indicated that the build will be off grid using a battery backup solar panel system with a 100,000 litre rain water tank allowing 10,000 to be held in reserve for fire fighting purposes.

Council's contract planning officer has been involved with the conditions on this application with his areas of expertise noted during writing.

CONSULTATION/COMMUNICATION

Not required or deemed necessary.

STATUTORY/LEGAL IMPLICATIONS

- Shire of Wagin Town Planning Scheme No.2.

POLICY IMPLICATIONS

- Policy No. 9 – Relocation of Buildings and Dwellings
- Policy No. 11 – Development of lots abutting unconstructed roads
- Policy No. 19 – Use of sea containers and transportable structures

The application deviates away from the visual use of sea containers in the true meaning of the policy in that the structure will be fully enclosed with no noticeable reference to the structures.

The applicant is also aware that either Lloyd or Utera Streets may not be constructed in the future.



FINANCIAL IMPLICATIONS

Nil immediate financial implications, aside from the administrative costs associated with processing the application. Town planning expenses are provided for in Council's budget. All costs associated with the proposed development will be met by the applicant/landowner.

Should the applicant/landowner be aggrieved by Council's final decision, they may seek a review of that decision by the State Administrative Tribunal in which case the Shire would need to respond, the cost of which cannot be determined at this preliminary stage but could be expected to range anywhere from \$5,000 to \$60,000 excluding GST depending upon how far the matter proceeds through the review process.

STRATEGIC IMPLICATIONS

The proposal is generally consistent with the Shire of Wagin Strategic Community & Corporate Business Plan 2018 to 2028 as it applies specifically to the following activities and strategies:

- 2 Building and Infrastructure.
 - 2.9 *Investigate future housing and expansion for tourist and other attractions.*

VOTING REQUIREMENTS

Simple Majority



12.6 TOWN PLANNER REPORT

Nil

13. ANNOUNCEMENTS OF PRESIDENT AND COUNCILLORS

- *Cr L A Lucas left the room at 8:57pm*
- *Cr L A Lucas returned to the room at 9:00pm*
- *Manager of Works left the room at 9:10pm*
- *Manager of Works returned to the room at 9:11pm*

MOTION/4472 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick Seconded Cr W J Longmuir

That Council suspend standing orders at 9:10pm

Carried 8/0

MOTION/4473 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick Seconded Cr W J Longmuir

That Council resume standing orders at 9:32pm

Carried 8/0

12.1.2. LOCAL ROADS AND COMMUNITY INFRASTRUCTURE PROGRAM – DETERMINATION OF PRIORITIES

PROPONENT:	N/A
OWNER:	N/A
LOCATION/ADDRESS:	N/A
AUTHOR OF REPORT:	Chief Executive Officer
SENIOR OFFICER:	Chief Executive Officer
DATE OF REPORT:	02 December 2020
PREVIOUS REPORT(S):	Acting CEO's Report – November 2020
DISCLOSURE OF INTEREST:	Nil
FILE REFERENCE:	GS.PR.9
ATTACHMENTS:	<ul style="list-style-type: none">• Extract from Funding Criteria



OFFICER RECOMMENDATION/4474 COUNCIL RESOLUTION

Moved Cr S M Chilcott

Seconded Cr W J Longmuir

That the following projects be prioritised for indicative funding through Round 2 of the Local Roads and Community Infrastructure Program totalling \$279,000;

1.	Sheds – Historical Village precinct – To accommodate ‘History of Wagin’ historical paraphernalia	\$136,700
2.	Bullock Hills Road – widening of bitumen approaches with Puntaping Road	\$47,000
3.	Tudhoe, Tudor and Tavistock Streets – Pressure clean and seal paving.	\$35,000
4.	Wagin War Memorial	\$20,000
5.	Stubbs Street – Complete kerbing	\$3,300
6.	Johnston Street – Replace kerbing	\$17,000
7.	Tudhoe Street (Arthur Road) - Replacement of kerbing – North side 242 metres	\$10,000
8.	Bojanning Park	\$10,000

Carried 8/0

MOTION/4475 COUNCIL RESOLUTION

Moved Cr B L Kilpatrick

Seconded Cr L A Lucas

As Council has allocated \$136,700 of the *Local Roads and Community Infrastructure Program (LRCIP)* funding for the construction of a building at the Wagin Historical Village Inc (“*The Village*”) for the purposes of accommodating the display, recording and interpretation of history associated with the former businesses, former sporting clubs and the former farms within the Shire of Wagin, the *Village* be advised that this allocation is subject to the *Village* accepting the following conditions with respect to this offer:

1. Acknowledgment that this funding is subject to final approval under the *LRCIP*.
2. That the *Village* determines the size, specifications, design and siting of the building;
3. That the *Village* appoints a project manager and accept responsibility for project managing the construction of the building through to completion. (Note: The Shire would provide assistance with approvals and managing the purchasing /tendering processes involved);
4. That the *Village* undertakes to ensure that the building is completed, commissioned and funds acquitted by the 31st December 2021.
5. In order that the Shire may meet timelines associated with the LRCIP, that the *Village* conveys its decision whether it wishes to proceed with this project, in accordance with these conditions, by Friday the 15th January 2021.

Carried 8/0



BRIEF SUMMARY

The purpose of this report is to generate discussion and to decide on what projects should be prioritised under this funding program.

BACKGROUND/COMMENT

Earlier this year, the Federal Government allocated \$500M nationwide to this program as part of its measures to stimulate the economy to help offset the impacts of COVID 19.

Wagin Shire's share of this funding was \$348,962 which has been allocated to projects in the 2020/21 financial year.

The Federal Government has announced a further round of LRCIP of \$1 Billion for projects which are required to be completed by the 31st December 2021.

Whilst it was previously assumed that if the same formula was used to allocate this funding, Wagin's allocation would be double that of its previous allocation, advice has been received that the allocation will be **\$279,590**. Whilst this is disappointing in terms of previous expectations, it is nevertheless still a substantial amount that has not been factored into the Shire's budget program. The Shire's program of funding for this amount needs to be submitted and approved and the funds acquitted by the 31st December 2021.

Council needs to set some priorities for this funding. This will allow staff to complete submissions and to begin planning to enable the projects to be commenced early in the 2021 calendar year. To facilitate some discussion, some projects with indicative cost estimates are listed here for consideration.

IDEA'S BANK: (Not in order of any priority)

1. Stage 2 of the Wetlands Park Development (This would complete the development as Stages 1 & 3 will be completed in the current financial year). **\$160,000**
2. Bullock Hills Road (Bocarring Hill) 1.28 km of widening from 3.8 metres to 7.0 metres. **\$90,000**
3. Bullock Hills Road – widening of bitumen approaches with Puntaping Road. **\$47,000**
4. Trimdon Street/Ballagin Road – extend footpath on west side of Ballagin Road to link Trimdon Street to footpath past swimming pool. **\$7,500**
5. Stubbs Street – Complete kerbing. **\$3,300**
6. Johnston Street – Replace kerbing **\$17,000**
7. Tudhoe, Tudor and Tavistock Streets – Pressure clean and seal paving. **\$35,000**
8. Wagin War Memorial – Paint and polish hardstand area around memorial and install lighting. **\$19,000**
9. Sheds – Historical Village precinct – To accommodate vintage Caravan Club and *Lost Businesses of Wagin* historical paraphernalia. **\$126,700 (each)**
10. Service islands (adjacent to caravan sites) - replace gravel surfaces with concrete. **\$14,000**
11. Swimming Pool Filtration – Upgrade sand filtration system with pressure filtration system. **\$200,000**
12. Tudhoe Street (Arthur Road) - Replacement of kerbing – North side 242 metres **\$10,000**
13. Tudor Street – Footpath and kerbing in front of old bus stop **\$5,500**



14. Lighting of "Bart: the ram - \$7,000

When determining priorities, it is suggested that thought be given as to how the selected options may complement the aspirations of the Shires Community Strategic Plan, stimulate economic activity and add to the social and economic infrastructure within the Shire.

CONSULTATION/COMMUNICATION

- Deputy Chief Executive Officer
- Manager of Works

STATUTORY/LEGAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

To be determined

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

5. What the grant money can be used for

Grant money can only be used on Eligible Projects, which are those that meet the requirements set out in section 5.1, 5.2 and 5.3 and deliver benefits to the community.

5.1 Eligible grant activity

Eligible local road projects are projects that involve the construction or maintenance of roads managed by local governments. Local governments are encouraged to consider how works can support improved road safety outcomes. This could include projects involving any of the following associated with a road:

- traffic signs;
- traffic control equipment;
- street lighting equipment;
- a bridge or tunnel;
- a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- facilities off the road that support the visitor economy; and
- road and sidewalk maintenance, where additional to normal capital works schedules.

Eligible community infrastructure projects are projects that involve the construction, maintenance and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

Projects that involve the construction, maintenance and/or improvements to state/territory and crown owned land/assets and Commonwealth owned land/assets, can also be eligible projects where the Council can confirm that they have the authority of the land or asset owner to undertake the project at the nominated site(s) and the sites are accessible to the public (including natural assets).

These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:

- Closed Circuit TV (CCTV);
- bicycle and walking paths;
- painting or improvements to community facilities;
- repairing and replacing fencing;
- improved accessibility of community facilities and areas;
- landscaping improvements, such as tree planting and beautification of roundabouts;
- picnic shelters or barbeque facilities at community parks;
- playgrounds and skate parks (including all ability playgrounds);
- noise and vibration mitigation measures; and
- off-road car parks (such as those at sporting grounds or parks).

5.2 Projects must be additional to existing work plans

To be considered an Eligible Project, projects need to be additional to an Eligible Funding Recipient's existing work plan for 2020-21.

Projects that have been brought forward from post 2020-21 work plans will be considered additional.

Projects will not be considered additional if Eligible Funding Recipients substitute LRCI Program funds for their own funding or other sources of funding. The purpose of the LRCI Program funding is to enable Eligible Funding Recipients to undertake infrastructure projects additional to what they had planned to undertake using their own funds, to stimulate local economies and employment opportunities.

5.4 What the grant money cannot be used for

Eligible Funding Recipients cannot use grant money to pay for business as usual activities and costs, or any other activities and costs not associated with Eligible Projects. These are Ineligible Projects and Ineligible Expenditures.

The following are examples of Ineligible Projects and Ineligible Expenditures:

- costs incurred in the preparation of a Work Schedule or related documentation;
- general administrative overheads and staff salaries not connected with Eligible Projects funded under the Program;
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent;
- projects that receive Australian, state or territory government funding for the same purpose, unless otherwise agreed by the Department;
- commencement ceremony, opening ceremony or any other event associated with Eligible Projects;
- transport planning studies;
- road rehabilitation studies (if not part of an Eligible Project);
- community/public art;
- road building plant or other capital equipment especially moveable equipment (e.g. graders);
- training (if not part of an Eligible Project);
- public liability insurance;
- fringe benefits tax;
- GST payable component of a supply;
- finance leases on equipment;
- depreciation, except for depreciation of plant and equipment directly attributable to a grant funded eligible project;
- stand-alone design and preliminary works;
- operating lease charges where the rental expense cannot be directly linked to the grant project (e.g. a grader may be hired for a period for a variety of tasks, only charges that specifically relate to the funded eligible project can be charged against the grant funds);
- overseas travel; and
- the covering of retrospective costs.



14. URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

MOTION/4476 COUNCIL RESOLUTION
Moved Cr G R Ball Seconded Cr S M Chilcott
That discussion be allowed regarding the Town Square Redevelopment.
Carried 8/0

15. CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT S5.23 (2)

Nil

16. CLOSURE

With no further business to be discussed the Presiding Member closed the meeting at 9:42pm

I certify that this copy of the Minutes is a true and
Correct records of the meeting held on
15 December 2020

Signed

Presiding Elected Member

Date: