



# AGENDA

## For the Ordinary Council Meeting

Held on the 24<sup>th</sup> June 2022

### Notice of Meeting

The next Ordinary Council Meeting for the Shire of Yalgoo will be held on Friday 24<sup>th</sup> June 2022 in the Council Chambers, 37 Gibbons Street Yalgoo, commencing at 10:00am.



A handwritten signature in blue ink, appearing to read "Ian Holland".

**Ian Holland**

*CHIEF EXECUTIVE OFFICER*

20<sup>th</sup> June 2022

#### Disclaimer:

The Shire of Yalgoo gives notice to members of the public that any decisions made at the meeting, can be revoked, pursuant to the Local Government Act 1995. Therefore members of the public should not rely on any decisions until formal notification in writing by Council has been received. Any plans or documents in agendas and minutes may be subject to copyright. The express permission of the copyright owner must be obtained before copying any copyright material.

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## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

### **1 DECLARATION OF OPENING**

The Shire President welcomed those in attendance and declared the meeting open at.

### **2 ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**

In accordance with section 14 of the Local Government (Administration) Regulations 1996 “Meetings held by electronic means in public health emergency or state of emergency (Act s. 5.25(1)(ba))”, the President to declare that this Meeting may take place via instantaneous communication. All Councillors and staff are to be available either via telephone (teleconference) or in person.

**Shire President**

**Councillors**

**Chief Executive Officer**

**Deputy CEO**

**Executive Support Officer**

**APOLOGIES**

**LEAVE OF ABSENCE**

### **3 DISCLOSURE OF INTERESTS**

Councillors and Officers are reminded of the requirements of s5.65 of the Local Government Act 1995, to verbally disclose any interest during the meeting before the matter is discussed or to provide in writing the nature of the interest to the CEO before the meeting.



## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

### **4 PUBLIC QUESTION TIME**

#### **REPONSES TO QUESTIONS TAKEN ON NOTICE**

#### **QUESTIONS TAKEN WITHOUT NOTICE**

### **5 PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

### **6 NOTICE OF MATTERS TO BE DISCUSSED BEHIND CLOSED DOORS**

### **7 APPLICATIONS FOR LEAVE OF ABSENCE**

### **8 ANNOUNCEMENTS CONCERNING MEETINGS ATTENDED**

<b>Date</b>	<b>Location</b>	<b>Meeting</b>	<b>Attendance</b>

### **9 CONFIRMATION OF MINUTES**

- 9.1 Minutes of the Ordinary Council Meeting – 27<sup>th</sup> May 2022  
Minutes of the Special Council Meeting – 9<sup>th</sup> June 2022

#### **RECOMMENDATION**

That the minutes of the Ordinary Council Meeting held on the 27<sup>th</sup> May 2022 as attached be confirmed as a true and correct record.

That the minutes of the Special Council Meeting held on the 9<sup>th</sup> June 2022 as attached be confirmed as a true and correct record.

## **10 MINUTES OF COMMITTEE MEETINGS**

### **10.1 REPORTS OF COMMITTEE MEETINGS**

## **11 TECHNICAL REPORTS**

### **11.1 CAPITAL PROGRESS REPORT**

Applicant:	Shire of Yalgoo
Date:	19 June 2022
Reporting Officer:	Dominic Carbone
Disclosure of Interest:	NIL
Attachments:	NIL

#### **SUMMARY**

To receive the Progress Report on the 2021/22 Capital Works Program.

#### **BACKGROUND**

The Shire in its 2021/22 Annual Budget has allocated funds amounting to \$4,686,320 for the acquisition of capital assets and undertaking infrastructure works.

#### **COMMENT**

The Capital Projects are detailed below.

#### **STATUTORY ENVIRONMENT**

NIL

#### **POLICY/FINANCIAL IMPLCATIONS**

To deliver the Capital Works Program within budgeted allocations.

#### **VOTING REQUIREMENT**

Simple Majority

#### **OFFICERS RECOMMENDATION**

That Council receive the Progress Report on the Capital Works Program as at 31<sup>st</sup> May 2022.

## Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022

### CAPITAL WORKS PROGRAMME

The following assets and works are budgeted to be acquired or undertaken during the year:

		2021-22 ANNUAL BUDGET	2021-22 BUDGET REVIEW	2021-22 MAY ACTUAL	VARIANCE FAV (UNFAV)	COMMENTS
		\$	\$	YTD \$	\$	
<b><u>By Program</u></b>						The CEO to provide a verbal update on the status of the capital projects as at 31 May 2022
<b>Governance</b>						
000000-Admin Computers Hardware, System Upgrade and Telephone Replacement	F & E	37,500	37,500	28,967	8,533	Project in progress
000000-External Monitor Display	F & E	40,000	40,000	18,398	21,602	Project in progress
000000-Financial Software	F & E	20,000	40,000	75,070	(35,070)	Project in progress
000000-Tables and Chairs	F & E	5,000	5,000		5,000	
000000-Landscape - Admin Office	Other	40,000	40,000		40,000	
<b>Law Order Public Safety</b>						
000000- CCTV Yalgoo Townsite	F & E	10,000	10,000	5,959	4,041	Project in progress
<b>Housing</b>						
000000-Other Housing - Nurse Accommodation	L & B	350,000	350,000		350,000	
<b>Communities Amenities</b>						
000000- Cemetery - Toilet and Water Tank Construction	L & B	102,000	106,525	106,525	0	Completed
<b>Recreation and Culture</b>						
000000 - Community Hall Renovations	L & B	600,000	600,000		600,000	
000000-Core Stadium Exercise Equipment	F & E	32,000	32,000		32,000	
000000- BBQ Shamrock Park	L & B	11,000	10,735	10,735	0	Completed
000000- Sports Complex -Footpath to School	Recreation	7,000	0			Not going ahead
000000- Kubota Utility	P & E	30,000	40,000		40,000	
000000- Oval Water Treatment	Recreation	23,000	23,931	4,545	19,386	Project in progress
000000- Oval Fixed Exercise Equipment	Recreation	18,000	18,000	17,622	378	Project in progress

## Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022

The following assets and works are budgeted to be acquired or undertaken during the year:

		2021-22 ANNUAL BUDGET	2021-22 BUDGET REVIEW	2021-22 MAY ACTUAL	VARIAN CE FAV (UNFAV)	COMMENTS
		\$	\$	YTD \$	\$	
<b><u>By Program</u></b>						The CEO to provide a verbal update on the status of the capital projects as at 31 May 2022
<b>Recreation and Culture</b>						
000000- Dalgara Crater Signage and Viewing Platform	Other	50,000	50,000		50,000	
<b>Transport</b>						
000000- Machinery Shed Depot Concrete Floor 2 Bays	L & B	25,000	27,000	27,000	0	Completed
000000- Storage Shed Depot	L & B	27,000	27,000	11,032	15,968	Project in progress
000000-Skidsteer	P & E	50,000	50,000		50,000	
000000- Dual Axle Box Trailer	P & E	10,000	9,510	9,510	0	Completed
000000- Genset Trailer	P & E	30,000	30,000		30,000	
000000- Slasher Attachment	P & E	8,000	8,000		8,000	
000000-Debris Vacuum	P & E	6,100	6,100		6,100	
000000-Traffic Light Pair	P & E	36,000	36,000		36,000	
000000- Prime Mover	P & E	280,000	280,000		280,000	
000000- Portable Toilet on Trailer	P & E	8,500	8,500	6,569	1,931	Project in progress
000000- Trailer Side Tipper	P & E	200,000	200,000		200,000	
000000-Works Forklift	P & E	50,000	50,000		50,000	
000000-Utility Work Crew	P & E	40,000	45,000	43,854	1,146	Completed
000000-Satelite Phones and Vehicle Tracking	P & E	10,000	9,388	9,388	0	Completed
000000- Street Lighting	Other	50,000	50,000		50,000	
000000- Paynes Find Entry Statements	Other	35,000	35,000	16,348	18,652	Project in progress
ROADS TO RECOVERY GRANTS						
000000- Yalgoo/Morawa Road - Widen to 7m	Roads	760,000	1,020,000	1,049,477	(29,477)	Project in progress
RRG SPECIAL GRANT RD WORKS						
000000- Yalgoo/Ninghan Road - Seal to width 4m	Roads	300,000	300,000	89,443	210,557	Project in progress

## Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022

The following assets and works are budgeted to be acquired or undertaken during the year:

		2021-22 ANNUAL BUDGET	2021-22 BUDGET REVIEW	2021-22 MAY ACTUAL	VARIANCE FAV (UNFAV)	COMMENTS
		\$	\$	YTD \$	\$	
<b><u>By Program</u></b>						The CEO to provide a verbal update on the status of the capital projects as at 31 May 2022
MUNICIPAL FUND						
000000- Sandford River Crossing	Roads	100,000	100,000		100,000	
000000- Casurina Causeway Widen to 2 Lanes	Roads	100,000	100,000		100,000	
000000-Sealing of Road to Nature Based Park	Roads	35,000	35,000		35,000	
000000-Sealing of Road and Parking Area - Yalgoo Lookout	Roads	95,000	95,000		95,000	
000000- Badja Woolshed Seal to Airstrip	Roads	120,000	120,000	6,269	113,731	Project in progress
000000- Fixed Road and Wayfinding Signage	Roads	40,000	38,107	38,107	0	Completed
000000- Jokers Tunnel Sealed Floodway and Improved Access	Roads	100,000	100,000		100,000	
000000- Sealing Outside primary School	Roads	40,000	40,000		40,000	
000000- Sealing Paynes Find Pioneer Cemetery	Roads	10,000	10,000		10,000	
<b>Economic Services</b>						
000000-Caravan Park - 2 Self Contained Accommodation Units	L & B	171,000	171,000	141,956	29,044	Project in progress
000000-Caravan Park - Commercial Washing Machine and Dryer	F & E	40,000	40,000		40,000	
000000-Caravan Park - Theme Bed Linen	F & E	3,000	3,000		3,000	
000000-Caravan Park -BBQ	L & B	11,000	10,735	10,735	0	Completed
000000-Caravan Park -Upgrade Water and Power Supply	L & B	50,000	50,000		50,000	
000000-Heritage Building Renewals	L & B	202,220	202,220		202,220	
<b>Other Property and Services</b>						
000000-Solar Panel - Shire Buildings	L & B	100,000	100,000		100,000	
000000-Motor Vehicle CEO	P & E	70,000	57,000	53,425	3,575	Completed
000000-Motor Vehicle Subaru	P & E	42,000	40,000	39,072	928	Completed
000000-Motor Vehicle Fortuner	P & E	56,000	51,013	51,013	0	Completed
		<b>4,686,320</b>	<b>4,958,264</b>	<b>1,871,019</b>	<b>3,087,245</b>	

**11.2 TECHNICAL SERVICES REPORT AS OF 17<sup>th</sup> June 2022**

Applicant:	Shire of Yalgoo
Date:	17 June 2022
Reporting Officer:	Craig Holland Works Manager
Disclosure of Interest:	NIL
Attachments:	NIL

**SUMMARY**

That Council receive the Technical Services Report as at the 17<sup>th</sup> June 2022

**COMMENT**

**Road Construction and Capital**

Yalgoo Lookout Road – Bitumen Laid

**Road Maintenance**

Maintenance Grade: Gabyon Road, Tardi Road, Jockers Tunnel Road, Badja Road, Yalgoo North Road, Edah Road.

Emergency Flood Works: Gabyon Tardie Road, Dalgaranga Cue Road, Paynes Find Muralgarra Road.

**Plant and other infrastructure maintenance**

Cement Truck Repairs.

Rubber Tyre Roller hired from Leanne Holdings.

Core Stadium – Exercise equipment installed.

**Parks, Reserves and Properties**

Leaf Vacuum arrived

New weed sprayer arrives in two weeks.

Town Street – general clean, verges slashed.

Art & Culture Centre – general gardening maintenance.

Community Oval & Core Stadium – general gardening maintenance.

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Community Park, Gibbons St – general gardening maintenance conducted on a weekly bases – mowing, pruning and watering.

Community Park, Shamrock St – general gardening maintenance conducted on a weekly bases – mowing, pruning and watering, some weed control done, septic finished on new units.

Water Park & Rage Cage – general maintenance and cleaning carried out.

Yalgoo Caravan Park – general gardening maintenance is done every two weeks, major service done on controllers and sprinklers,

Railway Station – general gardening maintenance conducted on a weekly bases – mowing, pruning and watering.

Yalgoo Rubbish Tip – tip head pushed over on a weekly basis.

Airstrip Yalgoo – checked and in good condition.

Airstrip Paynes Find – wash outs to be repaired on Monday 20<sup>th</sup> & Tuesday 21<sup>th</sup> June 2022.

Staff: Chris bell now has H.R. License.

### **STATUTORY ENVIRONMENT**

NIL

### **POLICY/FINANCIAL IMPLCATIONS**

To deliver the Capital Works Program within budgeted allocations.

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICERS RECOMMENDATION**

That Council receive the Technical Services Report as of 17<sup>th</sup> June 2022.

**12 DEVELOPMENT, PLANNING AND ENVIRONMENTAL HEALTH REPORTS**

**13 FINANCIAL REPORTS**

**13.1 LIST OF ACCOUNTS**

Applicant:	Shire of Yalgoo
Date:	19 June 2022
Reporting Officer:	Dominic Carbone
Disclosure of Interest:	NIL
Attachments:	NIL

**SUMMARY**

Council approval is sought for the payments made in the period 1<sup>st</sup> May 2022 to 31<sup>st</sup> May 2022 as detailed in the List of Accounts below.

**COMMENT**

The Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 requires the Chief Executive Officer to present a list of accounts paid and/or payable to Council and to record those accounts in the minutes of the meeting.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

**6.10 Financial Management regulations**

Regulations may provide for –

- a. The security and banking of money received by a local government' and
- b. The keeping of financial records by a local government; and
- c. The management by a local government of its assets, liabilities and revenue; and
- d. The general management of, and the authorisation of payments out of –
  - I. The municipal fund; and
  - II. The trust fund, of a local government.

Local Government (Financial Management) Regulations 1996

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

1. If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared –
  - I. The payee's name; and
  - II. The amount of the payment; and



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- III. The date of the payment; and
  - IV. Sufficient information to identify the transaction.
2. A list of accounts for approval to be paid is to be prepared each month showing –
- a. For each account which requires council authorisation in that month –
    - I. The payee's name; and
    - II. The amount of the payment; and
    - III. Sufficient information to identify the transaction; and
  - b. The date of the meeting of the council to which the list is to be presented.
3. A list prepared under subregulation (1) or (2) is to be –
- a. Presented to the council at the next ordinary meeting of the council after the list is prepared; and
  - b. Recorded in the minutes of that meeting.

### **POLICY/FINANCIAL IMPLCATIONS**

NIL

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICERS RECOMMENDATION**

That Council approve the list of accounts paid for the period 1<sup>st</sup> May to 31<sup>st</sup> May 2022 amounting to **\$685,177.60** and the list be recorded in the minutes.

# Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022

SHIRE OF YALGOO				
LIST OF ACCOUNTS PAID AND PAYABLE				
FOR THE PERIOD 1 MAY 2022 TO 31 MAY 2022				
	DATE	PARTICULARS MUNICIPAL FUND	PAYEE	AMOUNT \$
	ALSO INCLUDED IN APRIL 2022 LIST OF ACCOUNTS PAID AND PAYABLE			
1	02-05-22	ALL TOILETS WA	SINGLE OFFROAD PORTABLE TOILET TRAILER AND DEPOT ULTRA FRESH	7,551.16
2	02-05-22	ATOM SUPPLY	30 TRAFFIC CONES AND DEPOT SUPPLIES	765.49
3	02-05-22	ATYEO'S ENVIRONMENTAL HEALTH SERVICES	CONSULTANCY FEES ENVIRONMENTAL HEALTH SERVICES	3,829.95
4	02-05-22	AUSTRALIAN TAXATION OFFICE	BAS APRIL 2022	49,190.00
5	02-05-22	BABA MARDIA	TRAFFIC MANAGEMENT BADGA ROADWORKS	4,145.90
6	02-05-22	BAI COMMUNICATIONS PTY LTD	POWER RECOVERY BROADCAST STATION	199.82
7	02-05-22	BEAUREPAIRES	TYRES Y453, YA465,	464.96
8	02-05-22	BELL NOELETTA	ART SALE PROCEEDS	15.00
9	02-05-22	BOC LIMITED	OXYGEN AND CYLINDER RENTAL	124.27
10	02-05-22	BOLTS R US	CIRCULAR SAW WORKSHOP	492.47
11	02-05-22	BRIDGED GROUP PTY LTD	IT SUPPORT	1,430.00
12	02-05-22	BUNNINGS BUILDING SUPPLIES PTY LTD	MATERIALS ART CENTRE	169.32
13	02-05-22	CANINE CONTROL	RANGER SERVICE APRIL 2022	2,641.36
14	02-05-22	ALL TOILETS WA	SINGLE OFFROAD PORTABLE TOILET TRAILER AND DEPOT ULTRA FRESH	7,551.16
15	02-05-22	ATOM SUPPLY	30 TRAFFIC CONES AND DEPOT SUPPLIES	765.49
16	02-05-22	ATYEO'S ENVIRONMENTAL HEALTH SERVICES	CONSULTANCY FEES ENVIRONMENTAL HEALTH SERVICES	3,829.95
17	02-05-22	AUSTRALIAN TAXATION OFFICE	BAS APRIL 2022	49,190.00
18	02-05-22	BABA MARDIA	TRAFFIC MANAGEMENT BADGA ROADWORKS	4,145.90
19	02-05-22	BAI COMMUNICATIONS PTY LTD	POWER RECOVERY BROADCAST STATION	199.82
20	02-05-22	BEAUREPAIRES	TYRES Y453, YA465,	464.96
21	02-05-22	BELL NOELETTA	ART SALE PROCEEDS	15.00
22	02-05-22	BOC LIMITED	OXYGEN AND CYLINDER RENTAL	124.27
23	02-05-22	BOLTS R US	CIRCULAR SAW WORKSHOP	492.47
24	02-05-22	BRIDGED GROUP PTY LTD	IT SUPPORT	1,430.00
25	02-05-22	BUNNINGS BUILDING SUPPLIES PTY LTD	MATERIALS ART CENTRE	169.32
26	02-05-22	CANINE CONTROL	RANGER SERVICE APRIL 2022	2,641.36
27	02-05-22	CANNING BRIDGE AUTO LODGE	ACCOMMODATION GAYE DENNISON RATES TRAINING	840.00
28	02-05-22	COCKBURN CEMENT LTD	BULK CEMENT CULVERT REPAIRS AND ROAD MAINTENANCE CEMENT	16,467.00
29	02-05-22	COMPLETE OFFICE SUPPLIES PTY LTD	OFFICE SUPPLIES	743.73
30	02-05-22	DARREN LONG CONSULTING	CONSULTANCY BANK RECONCILIATIONS	12,650.00

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SHIRE OF YALGOO				
LIST OF ACCOUNTS PAID AND PAYABLE				
FOR THE PERIOD 1 MAY 2022 TO 31 MAY 2022				
	DATE	PARTICULARS MUNICIPAL FUND	PAYEE	AMOUNT \$
31	02-05-22	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY FINANCE AND ADMIN	6,517.50
32	02-05-22	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	MAINTENANCE PHOTOCOPIER	937.92
33	02-05-22	HAWKINS DELTA	DEPARTMENT OF TRANSPORT TRAINING	154.80
34	02-05-22	HERSEY'S SAFETY PTY LTD	FENCE DROPPERS	1,280.40
35	02-05-22	JACKSONS DRAWING SUPPLIES PTY LTD	ART SUPPLIES SCHOOL HOLIDAY PROGRAM	553.65
36	02-05-22	KMART GERALDTON	MATERIALS ART CENTRE EASTER COMPETITION	145.00
37	02-05-22	LANDGATE	VALUATIONS MINING TENEMENTS AND DATA EXTRACT	522.75
38	02-05-22	LUSCOMBE SYNDICATE	SUPPLIES CARAVAN PARK	151.41
39	02-05-22	MARKETFORCE	ADVERTISING TENDER YALGOO COMMUNITY HALL	347.45
40	02-05-22	MID WEST FUNERALS	REFUND - BOND HALL HIRE	150.00
41	02-05-22	MIDWEST FIRE PROTECTION SERVICES & EYE SPY SECURITY	MAINTENANCE ELECTRIC GATE DEPOT	2,708.64
42	02-05-22	PACIFIC BIOLOGICS PRT LTD	100 PROLINK XR BRIQUETS BUCKETS	1,510.30
43	02-05-22	PAYNE GREGORY	MEETING FEES AND ALLOWANCES APRIL 2022	1,850.67
44	02-05-22	PAYNES FIND ROADHOUSE & TAVERN	ACCOMMODATION RAY WINFIELD	1,504.20
45	02-05-22	PROFESSIONAL PC SUPPORT	SETUP AUTOMATE DAILY BACKUPS OF SYSTEMS	38.50
46	02-05-22	PROMPT SAFETY SOLUTIONS	CONSULTANCY OSH SERVICE	2,420.00
47	02-05-22	REFUEL AUSTRALIA	FUEL MARCH 2022	22,819.72
48	02-05-22	ROWE CONTRACTORS	PROGRESS PAYMENT YALGOO MORAWA WIDENING	449,066.62
49	02-05-22	SHIRE OF PERENJORI	CONTRIBUTION CESM SERVICE	3,462.77
50	02-05-22	SIMPSON CHARMAINE	REFUND - BOND BUS HIRE	100.00
51	02-05-22	SIMPSON GAIL	ART SALE PROCEEDS	75.00
52	02-05-22	SIMPSON MARGARET	ART SALE PROCEEDS	225.00
53	02-05-22	ST JOHN AMBULANCE WA LTD	SERVICE TO FIRST AID KITS	1,261.60
54	02-05-22	TAYLOR RODNEY	FREIGHT CHARGES	45.00
55	02-05-22	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	733.78
56	02-05-22	TRENFIELD GAIL	MEETING FEES AND ALLOWANCES APRIL 2022	1,013.67
57	02-05-22	VEOLIA ENVIRONMENTAL SERVICES	RUBBISH COLLECTION SERVICE	4,089.14
58	02-05-22	WALGA	TRAINING COVID E LEARNING	330.00
59	02-05-22	WESTRAC EQUIPMENT PTY LTD	PARTS AND REPAIRS YA807, YA853	3,741.11
60	02-05-22	YALGOO COMMUNITY POST OFFICE	POSTAGE	2,675.30
61	02-05-22	YALGOO GENERAL STORE	PURCHASES ART CENTRE, WORKSHOP	2,005.57
		CREDIT CARD NIL		
			TOTAL	685,177.60

**13.2 INVESTMENTS AS AT 31<sup>ST</sup> MAY 2022**

Applicant:	Shire of Yalgoo
Date:	19 May 2022
Reporting Officer:	Dominic Carbone
Disclosure of Interest:	NIL
Attachments:	NIL

**SUMMARY**

That Council receive the investments report as at 31<sup>st</sup> May 2022.

**COMMENT**

Money held in the Municipal Fund of the Shire of Yalgoo that is not required for the time being may be invested under the Trustee Act 1962 Part III.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

6.14 Power To Invest

Local Government (Financial Management) Regulations 1996

19 Investments, control procedures for

19C Investment of money, restrictions on (Act s6.14(2)(a))

Shire Delegated Authority

**POLICY/FINANCIAL IMPLCATIONS**

**VOTING REQUIREMENT**

Simple Majority

**OFFICERS RECOMMENDATION**

That the Investment Report as at 31<sup>st</sup> May 2022 be received.

## Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022

This Worksheet details the investments held by the Shire as at 31<sup>st</sup> May 2022.

SHIRE OF YALGOO CASH HOLDINGS AS AT 31 MAY 2022								
INSTITUTIONS	SHORT TERM RATING	INVESTMENT TYPE	ACCOUNT N°	TERM	DATE OF TRANSACTION	DATE OF MATURITY	INTEREST RATE	PRINCIPAL
<b>MUNICIPAL FUND</b>								
Note Balance as per Bank Statement								
NAB	N/A	Operating a/c	50-832-4540	Ongoing	N/A	N/A	Variable	\$461,829.03
BENDIGO	N/A	Operating a/c	171336274	Ongoing	N/A	N/A	Variable	\$4,471,718.01
BENDIGO	N/A	Saving	171336282	Ongoing	N/A	N/A	Variable	\$25,084.43
NAB	N/A	Short Term Investment	24-831-4222	Ongoing	N/A	N/A	Variable	\$52,136.43
<b>TOTAL</b>								<b>\$5,010,767.90</b>

RESERVE FUNDS								
Bendigo	N/A	Term Deposit	3479107	140 days	10.02.2022	30.06.2022	0.35%	\$169,849.43
Bendigo	N/A	Term Deposit	3483811	172 days	10.01.2022	30.06.2022	0.45%	\$473,182.52
Bendigo	N/A	Term Deposit	3483825	172 days	10.01.2022	30.06.2022	0.45%	\$1,137,950.57
Bendigo	N/A	Term Deposit	3724716	172 days	10.01.2022	30.06.2022	0.45%	\$325,293.86
<b>TOTAL</b>								<b>\$2,106,276.38</b>

INVESTMENT REGISTER						
01 MAY 2022 TO 31 MAY 2022						
NATIONAL AUSTRALIA BANK						
ACCOUNT N°	DATE OF MATURITY	INTEREST RATE	OPENING BALANCE	INTEREST EARNED TO 31.05.2022	INVESTMENT TRANSFERS	CLOSING BALANCE 31.05.2022
171336282	Ongoing	Variable	\$52,131.57	\$4.86	0	\$52,136.43
24-831-4222	Ongoing	Variable	\$25,072.96	\$11.47	0	\$25,084.43
3567670	30.06.2022	0.45%	\$472,429.22	\$753.30	0	\$473,182.52
3567677	30.06.2022	0.45%	\$1,136,138.97	\$1,811.60	0	\$1,137,950.57
3567669	30.06.2022	0.35%	\$169,571.83	\$277.60	0	\$169,849.43
3724712	30.06.2022	0.45%	\$324,776.00	\$517.86	0	\$325,293.86

**13.3 FINANCIAL ACTIVITY STATEMENT AS AT 30<sup>th</sup> MAY 2022**

Applicant:	Shire of Yalgoo
Date:	19 May 2022
Reporting Officer:	Dominic Carbone
Disclosure of Interest:	NIL
Attachments:	Statement of Comprehensive Income Financial Activity Statement Summary of Current Assets and Current Liabilities Statement of Current Financial Position Detailed Worksheet Supplementary Financial Reports – Reserve & Loan

**SUMMARY**

Adoption of the Monthly Financial Statements for the period 1<sup>st</sup> July 2021 to the 31<sup>st</sup> May 2022.

**COMMENT**

Local Governments are required to prepare monthly reports.

**STATUTORY ENVIRONMENT**

Local Government Act 1995 - Section 6.4

Local Government (Financial Management) Regulations 1996 - Regulation 34

**POLICY/FINANCIAL IMPLCATIONS**

2.4 Material Variance

Provision of timely accounting information informs Council of the financial status and affairs of the local government

.

**VOTING REQUIREMENT**

Simple Majority

**OFFICERS RECOMMENDATION**

That Council adopts the Financial Activity Statement for the period ended 31<sup>st</sup> May 2022.

## 14 ADMINISTRATION REPORTS

### 14.1 Review of the Delegations Register

Applicant:	Shire of Yalgoo
Date:	13/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	Delegation Register

#### **SUMMARY**

That Council review the Delegations Register.

#### **COMMENT**

The Delegations were last reviewed in July 2021. Council is required to review the Delegations at least once every year.

As the review was comprehensive limited changes are proposed.

#### **STATUTORY ENVIRONMENT**

Local Government Act 1995

Section 5.46 (2). At least once every financial year, delegations under this Division are to be reviewed by the delegator.

#### **POLICY/FINANCIAL IMPLCATIONS**

Nil

#### **Voting Requirements**

Absolute Majority

#### **OFFICERS RECOMMENDATION**

That Council review and adopt the as presented Delegations Register.

**14.2 Renaming of Core Stadium**

Applicant:	Shire of Yalgoo
Date:	13/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	NIL

**SUMMARY**

That Council give consideration to renaming Core Stadium.

**COMMENT**

A request has been received to review the naming of Core Stadium, the sporting and function facility North of the Yalgoo Townsite.

In 2019 Core Business Australia made an offer in relation to the Shire's new multi purpose sports facility which entailed a 3 year, \$5,000 per annum sponsorship arrangement for the facility to be called "Core Stadium".

The sponsorship has now expired and a name change can be considered. Administration lists the following two major considerations:

- Existing signage
- Reported confusion as to the purpose of the facility due to its name by users

The existing name is a corporate sponsorship and may not reflect the facility or its use by the Yalgoo Community.

It is suggested that Council ask for community feedback prior to considering a name change.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

**POLICY/FINANCIAL IMPLCATIONS**

NIL

**VOTING REQUIREMENT**

Simple Majority

**OFFICERS RECOMMENDATION**

That Council provide in principle support to rename Core Stadium and request Administration to seek community feedback to be tabled at the July Ordinary Meeting.



**14.3 Review of Council Policies**

Applicant:	Shire of Yalgoo
Date:	14/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	Organizational and Governance Policy Manuals

**SUMMARY**

That Council review the Shires Policy Manuals.

**COMMENT**

Administration has identified a number of areas that require updating in the Shires Policies and Procedures and while a number of these have been presented to Council significant work is still required.

The use of consultants in the past has resulted in limited internal capacity to comprehensively update these policies and no governance position other than the CEO exists to carry out this work.

While there has been some changes as a result of the internal regulation and audit review there is still room for improvement. The 19/20 audit received in March identifies that policies are out of date and some required operationally are not yet functional such as a Business Continuity Plan.

Local Government Act reform proposes that the Department of Local Government may have the ability to assist in improvements and the development of best practice. It is suggested that a request be made to the Department for a pilot governance project funded through the Shires Governance consulting account or the 2022/23 budget depending on timeframes. If this is not a short/medium term possibility a consultant will be considered. The aim of such a project will also be to capacity build within the organization while other work is done to the Shires Integrated Planning Strategies.

Financial and record keeping policies will have to be altered to align with current practices as well as develop procedures where changes are required. Amendments and inclusions required by legislation will have to be worked through. Updates are required to a number of existing Shire Policies such as Electrical Reimbursements and Administration would like to address requests such as a policy for the collection and display of Councilor photographs.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

**POLICY/FINANCIAL IMPLCATIONS**

NIL

**VOTING REQUIREMENT**

Absolute Majority

**OFFICERS RECOMMENDATION**

That Council:

1. reviews the existing policy manuals; and
2. authorises the Chief Executive Officer to seek assistance under proposed act reforms from the Department of Local Government or engage a consultant.

**14.4 Housing Construction Contract**

Applicant:	Shire of Yalgoo
Date:	16/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	Housing Contract and Plans

**SUMMARY**

That Council confirm the location of 2 units at 21 Campbell St, Yalgoo.

**COMMENT**

Administration is seeking to finalise the construction contract for 2 new units. After an unsuccessful tender a competitive process was held and Modular WA was provided with a purchase order for the construction of two units within the 6 month exemption timeframe.

Administration has sought input to the project from the West Australian Country Health Service (WACHS) to assist with Septic and landscaping costs but has received no concrete response. Cost recovery may be signaled for the future lease of a property to WACHS.

Administration is requesting that an allowance for septic, site works, variations and landscaping/fencing be included in the 2022/23 budget of approximately \$70,000. After seeking advice Council may not be able to claim GST on the construction of a residence even though it could be rented commercially. This would require Council to capture/absorb GST in the capital cost of the project which is why such a figure is suggested.

While a septic system exists for the property on the corner of Shamrock Rd and Selwyn St its condition is unknown and there is a high likelihood of it requiring replacement in the next few years due to no usage. The Shire also needs to further investigate water drainage which moves through the Depot and the Shamrock Street Shire properties.

Council are requested to confirm the placement of these units on Campbell St due to the progress of site assessments as well as on planning grounds. Discretionary Planning Approval is required under the Yalgoo Scheme for Grouped Residential Dwellings in the Residential Zone.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

**POLICY/FINANCIAL IMPLCATIONS**

NIL

**VOTING REQUIREMENT**

Absolute Majority

**OFFICERS RECOMMENDATION**

That Council:

1. carries over the current project budget and includes an additional \$70,000 for this project in the 2022/23 Budget;
2. confirms the 2 units placement on lot 53 (21 Campbell St), Yalgoo;
3. authorises the Chief Executive Officer and Shire President to sign and apply the common seal to the attached contract; and
4. Authorises Discretionary Planning Approval for the Grouped Dwelling.

**14.5 Bushfire Brigades – WALGA Position Statement**

Applicant:	Shire of Yalgoo
Date:	20/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	WALGA BFB Position Statement WALGA BFB Infopage

**SUMMARY**

That Council consider a response to the proposed Western Australian Local Government Association (WALGA) Bush Fire Brigade Advocacy Position.

**COMMENT**

WALGA strongly encourages all Local Governments, and particularly those with responsibility for managing Bush Fire Brigades to provide a response to the attached Paper and the proposed Advocacy Position.

Numerous factors have been taken into account for proposed response to the questions posed by WALGA below.

Recent provisions of the Work Health and Safety Act 2020 clearly detail the duty of care that bodies such as Local Governments now carry for volunteers. Work Health and Safety legislation is now harmonized with other State Governments, however Western Australia remains the only state where the State Government does not hold responsibility for volunteer fire brigades.

The management of fires and other emergencies is the core business of the Department of Fire and Emergency Services and this department already controls and maintains the training and records of most volunteers.

There is no reason that Local Governments cannot continue to support fire fighting efforts with machinery, local knowledge, revenue raising and a number of other capabilities. However mixed responsibility under Work Health and Safety legislation may create hesitation and confusion.

1. Does your Local Government manage BFBs?

Yes

2. Does your Local Government support the proposed Advocacy Position on arrangements for the management of Bush Fire Brigades? Why or why not?

*The position is supported. Emergency Management is the core business of DFES.*

3. Does your Local Government have any further suggestions or changes to the proposed Advocacy Position?

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

*A Local Government should be able to seek a transfer of Brigades to DFES even if they have capability and resources. This transfer should be inclusive of legislated requirements to respond to specific emergencies or fires.*

4. For Local Governments that manage BFBs, is your Local Government's preference to continue to manage BFBs or to transfer responsibility to the State Government?

*This would be dependent on the framework and remaining level of responsibility to attend fires. Transfer of BFB responsibility would be seriously considered.*

5. Is your response endorsed by Council? If so, please include the Council paper and resolution.

TBA

6. Do you have any further comments to make?

*Close coordination arrangements and support could easily remain for CESMs who would not be employed by multiple Shires but by DFES. Career firefighters (particularly metropolitan based) transitioning to overseeing volunteers should be adequately trained to build cooperative relationships with volunteers. Framework should specifically identify attraction and retention strategies for volunteers.*

### **STATUTORY ENVIRONMENT**

Local Government Act 1995

Bush Fires Act 1954

Fire and Emergency Services Act 1998

Work Health and Safety Act 2020

Fire Brigades Act 1942

### **POLICY/FINANCIAL IMPLCATIONS**

NIL

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICERS RECOMMENDATION**

That Council provides the above response to the WA Local Government Association with respect to their current position on Volunteer Bush Fire Brigades.

**14.6 Donations – Rotary and IPCAWA**

Applicant:	Shire of Yalgoo
Date:	18/06/2022
Reporting Officer:	Chief Executive Officer Ian Holland
Disclosure of Interest:	NIL
Attachments:	Rotary Geraldton Letter ICPAWA Letter

**SUMMARY**

That Council consider the following donations to Rotary WA and Isolated Children's Parents' Association WA.

**COMMENT**

Administration has received the two attached requests for donation which are similar to previous years. Council are requested to consider contributing to these organizations with an adequate amount recorded in the 2022/23 Budget.

\$500 has been request by the Isolated Children's Parents' Association (ICPA) of WA to support their annual Federal Conference.

ICPA is a well-respected state and national non-profit, non-political, voluntary organisation dedicated to ensuring geographically isolated students have equity of access to a continuing and appropriate education and to raising awareness of the issues faced by parents. As they are advocating on behalf of rural, regional and remote families this is a way for the Shire of Yalgoo to support education outcomes that will benefit our region.

The Rotary Club of Geraldton has also requested that an in-kind prospectors package by provided for this years 31<sup>st</sup> Rotary Radio Auction. While fundraising for the Rotary Club this initiative also provides regional exposure for the Shires Prospecting Leases and Caravan Park.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

**POLICY/FINANCIAL IMPLCATIONS**

NIL

**VOTING REQUIREMENT**

Absolute Majority

**OFFICERS RECOMMENDATION**

That Council:

1. include a \$500 donation in the 2022/23 budget to support the Isolated Children's Parents' Association of WA; and
2. provides Yalgoo Caravan Park Accommodation and a Prospecting Permit up to the value of \$300 to the Rotary Club of Geraldton.

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

### **15 NOTICE OF MOTIONS**

### **16 URGENT BUSINESS**

### **17 MATTER FOR WHICH THE MEETING MAY BE CLOSED TO THE PUBLIC**

### **18 NEXT MEETING**

The next Ordinary Meeting of Council is due to be held in the Council Chambers, Gibbons Street Yalgoo on Friday 29<sup>th</sup> July 2022 commencing at 10.00 am.

### **19 MEETING CLOSURE**

There being no further business the Shire President declared the Ordinary meeting closed at.



**PUBLIC QUESTION TIME - FOR INFORMATION PURPOSES ONLY**

The Shire of Yalgoo welcomes community participation during public question time of Council Meetings. The following is a summary of s5.24 of the Local Government Act 1995, the Local Government (Administration) Regulations 1996 and Shire Policy, to provide a guide for public question time.

To enable a prompt and detailed response to questions, members of the public are requested to lodge questions in writing to the Chief Executive Officer at least two days prior to a Council meeting. This can be done:

- a. In person at the Shire of Yalgoo Office, 37 Gibbons St, Yalgoo
- b. By emailing the Executive Support Officer [pa@yalgoo.wa.gov.au](mailto:pa@yalgoo.wa.gov.au)
- c. By phoning the Executive Support Officer (08) 9962 8042

When registering a question members of the public will be required to provide the following for record keeping and response:

- a. Name, Address, Contact Number and Name of Organisation representing (if any)
- b. A written copy of the question to be asked at Public Question Time

It is recommended to arrive at the Council Meeting 15 minutes to commencement if you have not registered a question in advance.

The presiding Member will open Public Question Time where appropriate and, if necessary, provide a brief summary of the rules, regulations and procedures of Public Question Time.

1. The person asking the question is to state their name prior to asking the question.
2. Questions are to be directed through the chair, with the Presiding Member having the discretion of accepting or rejecting a question and the right to nominate a Councillor or Officer to answer.
3. In order to provide an opportunity for the greatest portion of the gallery to take advantage of question time, questions are to be as succinct as possible. Any preamble to questions should therefore be minimal and no debating of the issue between the Gallery, Councillors or Officers is permissible.
4. Where the Presiding Member rules that a member of the public is making a statement during public question time, then no answer is required to be given or recorded in response.
5. Questions which are considered inappropriate; offensive or otherwise not in good faith; duplicates or variations of earlier questions; relating to the personal affairs or actions of Council members or employees; will be refused by the Presiding Member as 'out of order' and will not be recorded in the minutes.
6. Questions from members of the public that do not comply with the Rules of Question Time or do not abide by a ruling from the Presiding Member, or where

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

the member of the public behaves in a manner in which they are disrespectful of the Presiding Member or Council, or refuse to abide by any reasonable direction from the Presiding Member, will be ruled 'out of order' and the question will not be recorded in the minutes.

7. Answers to questions provided in good faith, however, unless reasonable prior written notice of the question is given, answers should not be relied upon as being totally comprehensive.
8. The priority for asking questions shall be firstly 'questions on which written notice has been given prior to the meeting' (that is, prior to 12 noon on the day immediately preceding the meeting) and secondly, 'questions from the floor'.
9. Public Question Time is set for a maximum period of 15 minutes, and will terminate earlier should no questions be forthcoming.
10. There are circumstances where it may be necessary to place limits on the asking of questions to enable all members of the public a fair and equitable opportunity to participate in Public Question Time. In these events the Presiding Member will apply the most appropriate limit for the circumstance. Generally each member of the public shall be provided a maximum two minutes time limit in the first instance, in which to ask a maximum of two questions (whether these are submitted 'in writing' or 'from the floor'). A question may include a request for the tabling of documents where these are relevant to an issue before Council.
11. Should there be time remaining on the initial period for Public Question Time (i.e. 15 minutes) after all members of the public have posed their initial allotment of two questions, the Presiding Member will then allow members of the public to sequentially (in accordance with the register) ask further questions (with necessary limits in place as discussed above if required) until the initial period for Public Question Time has expired.
12. Any extension to the initial period for Public Question Time is to be limited to a period that will allow sufficient time for any remaining members of the public to ask their initial allotment of two questions.
13. Where a question (compliant to these rules) is raised and is unable to be answered at the meeting, the question shall be 'taken on notice' with an answer being given at the next appropriate Council Meeting.
14. Where a member of the public submitting a question is not physically present at the meeting, those questions will be treated as an item of correspondence and will be answered in the normal course of business (and not be recorded in the minutes).

**MATTERS FOR WHICH THE MEETING MAY BE CLOSED- FOR INFORMATION PURPOSES ONLY**

Councillors are obliged to maintain the confidentiality of matters discussed when the meeting is closed.

The following legislative extracts were downloaded from [www.legislation.wa.gov.au](http://www.legislation.wa.gov.au) on 7 July 2021.

**Local Government Act 1995**

**s5.23. Meetings generally open to the public**

(1) Subject to subsection (2), the following are to be open to members of the public —

- (a) all council meetings; and
- (b) all meetings of any committee to which a local government power or duty has been delegated.

(2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —

- (a) a matter affecting an employee or employees; and
- (b) the personal affairs of any person; and
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and
- (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and
- (e) a matter that if disclosed, would reveal —
  - (i) a trade secret; or
  - (ii) information that has a commercial value to a person; or
  - (iii) information about the business, professional, commercial or financial affairs of a person,

where the trade secret or information is held by, or is about, a person other than the local government; and

- (f) a matter that if disclosed, could be reasonably expected to —
  - (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or
  - (ii) endanger the security of the local government's property; or

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

- (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;  
and
  - (g) information which is the subject of a direction given under section 23(1a) of the Parliamentary Commissioner Act 1971; and
  - (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

### **s5.92 Access to information by council, committee members**

- (1) A person who is a council member or a committee member can have access to any information held by the local government that is relevant to the performance by the person of any of his or her functions under this Act or under any other written law.
- (2) Without limiting subsection (1), a council member can have access to —
- (a) all written contracts entered into by the local government; and
  - (b) all documents relating to written contracts proposed to be entered into by the local government.

### **s5.93. Improper use of information**

A person who is a council member, a committee member or an employee must not make improper use of any information acquired in the performance by the person of any of his or her functions under this Act or any other written law —

- (a) to gain directly or indirectly an advantage for the person or any other person; or
- (b) to cause detriment to the local government or any other person. Penalty: \$10 000 or imprisonment for 2 years.

## **Local Government (Model Code of Conduct) Regulations 2021**

### **s.21 Disclosure of Information**

- (1) In this clause —

**closed meeting** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;

**confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

**document** includes a part of a document;

**non-confidential document** means a document that is not a confidential document.

- (2) A council member must not disclose information that the council member —
  - (a) derived from a confidential document; or
  - (b) acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —
  - (a) at a closed meeting; or
  - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
  - (c) that is already in the public domain; or
  - (d) to an officer of the Department; or
  - (e) to the Minister; or
  - (f) to a legal practitioner for the purpose of obtaining legal advice; or
  - (g) if the disclosure is required or permitted by law.

## **ATTENDANCE - FOR INFORMATION PURPOSES ONLY**

### **Local Government Act 1995**

#### **S2.25 Disqualification for failure to attend meetings**

- (1) A council may, by resolution, grant leave of absence, to a member.
- (2) Leave is not to be granted to a member in respect of more than 6 consecutive ordinary meetings of the council without the approval of the Minister, unless all of the meetings are within a period of 3 months.
- (3A) Leave is not to be granted in respect of —
  - (a) a meeting that has concluded; or
  - (b) the part of a meeting before the granting of leave.
- (3) The granting of the leave, or refusal to grant the leave and reasons for that refusal, is to be recorded in the minutes of the meeting.
- (4) A member who is absent, without obtaining leave of the council, throughout 3 consecutive ordinary meetings of the council is disqualified from continuing his or her membership of the council, unless all of the meetings are within a 2 month period.

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- (5A) If a council holds 3 or more ordinary meetings within a 2 month period, and a member is absent without leave throughout each of those meetings, the member is disqualified if he or she is absent without leave throughout the ordinary meeting of the council immediately following the end of that period.
- (5) The non attendance of a member at the time and place appointed for an ordinary meeting of the council does not constitute absence from an ordinary meeting of the council —
  - (a) if no meeting of the council at which a quorum is present is actually held on that day; or
  - (b) if the non attendance occurs —
    - (i) while the member has ceased to act as a member after written notice has been given to the member under section 2.27(3) and before written notice has been given to the member under section 2.27(5); or
    - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending; or
    - (iiia) while the member is suspended under section 5.117(1)(a)(iv) or Part 8; or
    - (iii) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.
- (6) A member who before the commencement of the Local Government Amendment Act 2009 section 5 was granted leave during an ordinary meeting of the council from which the member was absent is to be taken to have first obtained leave for the remainder of that meeting.

### **Urgent Business**

General business will not be admitted to Council. In cases of urgency or other special circumstances, where a matter cannot or should not be deferred until the next meeting, urgent items may, with the consent of a majority of Elected Members present, be heard and dealt with. Any such business shall be in the form of a clear motion, and the President may require such a motion to be written and signed by the Councillor or officer proposing the motion or recommendation.

### **Deputations**

Persons wishing to appear before Council or a Committee as a deputation should apply to the CEO at least one week before the date of the meeting, specifying the purpose of the deputation and the number of persons in the deputation. Deputations may be permitted at the discretion of the Presiding Member or by a resolution of the Council or Committee (as the case may not be). Not more than two members of a

## **Agenda – Ordinary Council Meeting – Friday 24<sup>th</sup> June 2022**

deputation may address the Council or Committee, except to answer questions from members of the Council or Committee.

A motion was mover by Cr\_\_\_\_\_ and seconded by Cr\_\_\_\_\_ to adjourn the meeting for lunch/a break and to reconvene at \_\_\_\_\_am/pm



SHIRE OF YALGOO



# DELEGATION REGISTER

Current as at [insert date of last decision to amend the register]

Template Originally Published: July 2017

Template Last Updated: 21 April 2021

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## 1. Local Government Act 1995 Delegations

### 1 Local Government Act 1995 Delegations

#### 1.1 Council to Committees of Council

##### 1.1.1 Audit and Risk Committee

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.16 Delegation of some powers and duties to certain committees s.7.1B Delegation of some powers and duties to audit committees
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.7.12A(2), (3) & (4) Duties of Local Government with respect to audits
<b>Delegate:</b>	<b>Audit and Risk Committee</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to meet with the City's Auditor at least once every year on behalf of the Council [s.7.12A(2)].</li> <li>2. Authority to: <ol style="list-style-type: none"> <li>a. examine the report of the Auditor and determine matters that require action to be taken by the Shire; and</li> <li>b. ensure that appropriate action is taken in respect of those matters [s.7.12A(3)].</li> </ol> </li> <li>3. Authority to review and endorse the Shire's report on any actions taken in response to an Auditor's report, prior to it being forwarded to the Minister [s.7.12A(4)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. This delegation is not to be used where a Management Letter or Audit Report raises significant issues. In that instance the Local Government's meeting with the Auditor must be directed to the Council.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	Nil. Sub-delegation is prohibited by s.7.1B.

<b>Compliance Links:</b>	Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No. 09 - The appointment, function and responsibilities of Audit Committees</a>  Audit and Risk Committee Terms of Reference being 4.12 Policy Schedule 1.12 Organisational Risk Management in the Governance and Policy Manual
<b>Record Keeping:</b>	Audit Committee Minutes shall record and identify each decision made under this delegation in accordance with the requirements of Administration Regulation 19.

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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.1.2 Behaviour Complaints Committee

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.16 Delegation of some powers and duties to certain committees
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Model Code of Conduct) Regulations 2021:</i> Clause 12 Dealing with a complaint Clause 13 Dismissal of complaint
<b>Delegate:</b>	<b>Behaviour Complaints Committee</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to make a finding as to whether an alleged breach the subject of a complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur [MCC.cl. 12(1) and (3)].  In making any finding the Committee must also determine reasons for the finding [MCC.cl. 12(7)].</li> <li>2. Where a finding is made that a breach has occurred, authority to: <ol style="list-style-type: none"> <li>a. take no further action [MCC.cl. 12(4)(a)]; or</li> <li>b. prepare and implement a plan to address the behaviour of the person to whom the complaint relates [MCC.cl. 12(4)(b), (5) and (6)].</li> </ol> </li> <li>3. Authority to dismiss a complaint and if dismissed, the Committee must also determine reasons for the dismissal [MCC.cl. 13(1) and (2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. The Committee will make decisions in accordance with the principles and specified requirements established in Councils Code of Conduct Behaviour Complaints Management Policy.</li> <li>b. That part of a Committee meeting which deals with a Complaint will be held behind closed doors in accordance with s.5.23(2)(b) of the Act.</li> <li>c. The Committee is prohibited from exercising this Delegation where a Committee Member in attendance at a Committee meeting is either the Complainant or Respondent to the Complaint subject of a Committee agenda item.</li> <li>d. In the event of (c) above, the Committee may resolve to defer consideration to a future meeting at which the conflicted Committee Member is absent and a Deputy Committee Member is in attendance.</li> </ol> <p><b>NOTE TO (c) AND (d):</b> The purpose of these Conditions is to require that a Committee Member who is identified as either the Complainant or Respondent is required to recuse themselves by</p>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	notifying the Presiding Member of their intention to be an apology for the meeting at which the Complaint is an agenda item.
<b>Express Power to Sub-Delegate:</b>	Nil.

<b>Compliance Links:</b>	Code of Conduct Behaviour Complaints Management Policy which includes the Behaviour Complaints Committee Terms of Reference Code of Conduct for Council Members, Committee Members and Candidates
<b>Record Keeping:</b>	Committee Minutes shall record the details of each decision made under this delegation in accordance with the requirements of Administration Regulation 19.

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2 Council to CEO

#### 1.2.1 Performing Functions Outside the District

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.20(1) Performing functions outside district
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Determine the circumstances where it is appropriate for the Local Government's functions to be performed outside the District and prior to implementing such a decision, obtain the consent of the landowner/s and occupier/s and any other person that has control or management of the land impacted by the performance of the function [s.3.20(1)].
<b>Council Conditions on this Delegation:</b>	a. A decision to undertake a function outside the District, can only be made under this delegation where there is a relevant Budget allocation and the performance of the functions does not negatively impact service levels within the District. Where these conditions are not met, the matter must be referred for Council decision.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns
Record Keeping:	Report on outcome to the next ordinary meeting

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Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.2 Powers of Entry

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.28 When this Subdivision applies s.3.32 Notice of entry s.3.33 Entry under warrant s.3.34 Entry in an emergency s.3.36 Opening fences
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to exercise powers of enter to enter onto land to perform any of the local Government functions under this Act, other than entry under a Local Law [s.3.28].</li> <li>2. Authority to give notice of entry [s.3.32].</li> <li>3. Authority to seek and execute an entry under warrant [s.3.33].</li> <li>4. Authority to execute entry in an emergency, using such force as is reasonable [s.3.34(1) and (3)].</li> <li>5. Authority to give notice and effect entry by opening a fence [s.3.36].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority under s.3.34(1) and (3) may only be used, where there is imminent or substantial risk to public safety or property.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#"><i>Local Government Act 1995:</i></a> s.9.10 Appointment of authorised persons – refer also s.3.32(2)] Part 3, Division 3, Subdivision 3 – prescribes statutory processes for Powers of Entry s.3.34(2) Entry in an emergency
Record Keeping:	Photos and Copies of Notice of Entry or Warrant to be retained as correspondence and an incident report generated for item 4.

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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.3 Declare Vehicle is Abandoned Vehicle Wreck

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.40A(4) Abandoned vehicle wreck may be taken
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Declare that an impounded vehicle is an abandoned vehicle wreck [s.3.40A(4)].
<b>Council Conditions on this Delegation:</b>	a. Disposal of a declared abandoned vehicle wreck to be undertaken in accordance with Delegated Authority 1.2.6 Disposing of Confiscated or Uncollected Goods or alternatively, referred for Council decision.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Public Tender or disposal record

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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.4 Confiscated or Uncollected Goods

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.46 Goods May be withheld until costs paid s.3.47 Confiscated or uncollected goods, disposal of s.3.48 Impounding expenses, recovery of
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to refuse to allow goods impounded under s.3.39 or 3.40A to be collected until the costs of removing, impounding and keeping them have been paid to the local government. [s.3.46]</li> <li>2. Authority to sell or otherwise dispose of confiscated or uncollected goods or vehicles that have been ordered to be confiscated under s.3.43 [s.3.47].</li> <li>3. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Disposal of confiscated or uncollected goods, including abandoned vehicles, with a market value less than \$20,000 may, in accordance with Functions and General Regulation 30, be disposed of by any means considered to provide best value, provided the process is transparent and accountable.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
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Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#">Local Government Act 1995</a> : Part 3, Division 3, Subdivision 3 s.3.58 Disposing of Property – applies to the sale of goods under s.3.47 as if they were property referred to in that section.
Record Keeping:	Reported to Council at an Ordinary Meeting

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.5 Disposal of Sick or Injured Animals

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	Local Government Act 1995: s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.47A Sick or injured animals, disposal of s.3.48 Impounding expenses, recovery of
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine when an impounded animal is ill or injured, that treating it is not practicable, and to humanely destroy the animal and dispose of the carcass [s.3.47A(1)].</li> <li>2. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegation only to be used where the Delegate's reasonable efforts to identify and contact an owner have failed.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
<b>Record Keeping</b>	Reported to Council at an Ordinary Meeting

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.6 Close Thoroughfares to Vehicles

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.50 Closing certain thoroughfares to vehicles s.3.50A Partial closure of thoroughfare for repairs or maintenance s.3.51 Affected owners to be notified of certain proposals
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles for a period not exceeding 4-weeks [s.3.50(1)].</li> <li>2. Authority to determine to close a thoroughfare for a period exceeding 4-weeks and before doing so, to: <ul style="list-style-type: none"> <li>• give; public notice, written notice to the Commissioner of Main Roads and written notice to prescribed persons and persons that own prescribed land; and</li> <li>• consider submissions relevant to the road closure/s proposed [s.3.50(1a), (2) and (4)].</li> </ul> </li> <li>3. Authority to revoke an order to close a thoroughfare [s.3.50(6)].</li> <li>4. Authority to partially and temporarily close a thoroughfare without public notice for repairs or maintenance, where it is unlikely to have significant adverse effect on users of the thoroughfare [s.3.50A]</li> <li>5. Before doing anything to which section 3.51 applies, take action to notify affected owners and give public notice that allows reasonable time for submissions to be made and consider any submissions made before determining to fix or alter the level or alignment of a thoroughfare or draining water from a thoroughfare to private land [s.3.51].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. If, under s.3.50(1), a thoroughfare is closed without giving local public notice, local public notice is to be given as soon as practicable after the thoroughfare is closed [s.3.50(8)].</li> <li>b. Maintain access to adjoining land [s.3.52(3)] within the Town Common of Yalgoo and Paynes Find.</li> <li>c. An update on the Shire Website or an email is sent where practical to the Shires Road Condition Email List and appropriate signage is placed at the entrances to affected roads.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b> <b>Works Manager/Works Foreman</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	An update on the Shire Website or an email is sent where practical to the Shires Road Condition Email List and appropriate signage is placed at the entrances to affected roads.
Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Shire Website or Email Contact List

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.7 Obstruction of Footpaths and Thoroughfares

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.5(2) Interfering with, or taking from, local government land r.6 Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl. 3(1)(a) r.7A Obstruction of public thoroughfare by fallen things – Sch.9.1 cl.3(1)(b) r.7 Encroaching on public thoroughfare – Sch.9.1. cl.3(2)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine, by written notice served on a person who is carrying out plastering, painting or decorating operations (the work) over or near a footpath on land that is local government property, to require the person to cover the footpath during the period specified in the notice so as to: <ol style="list-style-type: none"> <li>a. prevent damage to the footpath; or</li> <li>b. prevent inconvenience to the public or danger from falling materials [ULP r.5(2)].</li> </ol> </li> <li>2. Authority to provide permission including imposing appropriate conditions or to refuse to provide permission, for a person to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare. [ULP r.6(2) and (4)].</li> <li>3. Authority to renew permission to obstruct a thoroughfare and to vary any condition imposed on the permission effective at the time written notice is given to the person to whom permission is granted [ULP r.6(6)].</li> <li>4. Authority to require an owner or occupier of land to remove any thing that has fallen from the land or from anything on the land, which is obstructing a public thoroughfare [ULP r.7A].</li> <li>5. Authority to require an owner occupier of land to remove any part of a structure, tree or plant that is encroaching, without lawful authority on a public thoroughfare [ULP r.7].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Actions under this Delegation must comply with procedural requirements detailed in the <a href="#">Local Government (Uniform Local Provisions) Regulations 1996</a>.</li> <li>b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> <li>i. Where appropriate, obtained written permission from each owner of adjoining or adjacent property which may be impacted by the proposed obstruction.</li> </ol> </li> </ol>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<ul style="list-style-type: none"> <li>ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good public assets damaged by the obstruction at the completion of works.</li> <li>iii. Provided evidence of sufficient Public Liability Insurance.</li> <li>iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.</li> </ul>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1.3.2 – Public Thoroughfare Obstruction – Determine Conditions</p> <p><a href="#">Local Government (Uniform Local Provisions) Regulations 1996</a></p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <a href="#">Local Government Act 1995</a></p>
Record Keeping	Notice as correspondence

### Version Control:

1	Version 1 – July 2021
2	
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.8 Gates Across Public Thoroughfares

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.9 Permission to have gate across public thoroughfare – Sch.9.1 cl.5(1)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to provide, or refuse to provide, permission to have a gate or other device across a local government thoroughfare that permits the passage of vehicle traffic and prevents livestock straying [ULP r.9(1)].</li> <li>2. Authority to require an applicant to publish a notice of the application in a manner thought fit for the purpose of informing persons who may be affected by the proposed gate or device [r.9(2)].</li> <li>3. Authority to impose conditions on granting permission [ULP r.9(4)].</li> <li>4. Authority to renew permission, or at any other time vary any condition, effective upon written notice to the person to whom permission was granted [ULP r.9(5)].</li> <li>5. Authority to cancel permission by written notice, and request the person to whom permission was granted to remove the gate or device within a specified time [ULP r.9(6)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Actions under this Delegation must comply with procedural requirements detailed in the <a href="#">Local Government (Uniform Local Provisions) Regulations 1996</a>.</li> <li>b. Each approval provided must be recorded in the Shire's statutory Register of Gates in accordance with Uniform Local Provisions Regulation 8.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	
<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.



# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<a href="#">Local Government (Uniform Local Provisions) Regulations 1996</a> – prescribe applicable statutory procedures  Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <a href="#">Local Government Act 1995</a>
Record Keeping:	Register of Gates

### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.9 Public Thoroughfare – Dangerous Excavations

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.11(1), (4), (6) & (8) Dangerous excavation in or near public thoroughfare – Sch.9.1 cl.6
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine if an excavation in or on land adjoining a public thoroughfare is dangerous and take action to fill it in or fence it or request the owner / occupier in writing to fill in or securely fence the excavation [ULP r.11(1)].</li> <li>2. Authority to determine to give permission or refuse to give permission to make or make and leave an excavation in a public thoroughfare or land adjoining a public thoroughfare [ULP r.11(4)].</li> <li>3. Authority to impose conditions on granting permission [ULP r.11(6)].</li> <li>4. Authority to renew a permission granted or vary at any time, any condition imposed on a permission granted [ULP r.11(8)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Actions under this Delegation must comply with procedural requirements detailed in the <a href="#"><i>Local Government (Uniform Local Provisions) Regulations 1996</i></a>.</li> <li>b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> <li>i. Where appropriate, obtained written permission from or entered into a legal agreement with, each owner of adjoining or adjacent property which may be impacted by the proposed works.</li> <li>ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public assets at the completion of works.</li> <li>iii. Provided evidence of sufficient Public Liability Insurance.</li> <li>iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.</li> </ol> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1.3.3 – Determine and Manage Conditions on Permission for Dangerous Excavations on or on land adjoining Public Thoroughfares</p> <p><a href="#">Local Government (Uniform Local Provisions) Regulations 1996</a> – prescribe applicable statutory procedures</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <a href="#">Local Government Act 1995</a></p>
Record Keeping:	Photo and Notice of Permission/Decision as correspondence

### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.10 Private Works on, over or under Public Places

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> r.17 Private works on, over, or under public places – Sch.9.1 cl.
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to grant permission or refuse permission to construct a specified thing on, over, or under a specified public thoroughfare or public place that is local government property [ULP r.17(3)].</li> <li>2. Authority to impose conditions on permission including those prescribed in r.17(5) and (6) [ULP r.17(5)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Actions under this Delegation must comply with procedural requirements detailed in the <a href="#"><u>Local Government (Uniform Local Provisions) Regulations 1996</u></a>.</li> <li>b. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> <li>i. Where appropriate, obtained written permission from or entered into a legal agreement with, each owner of adjoining or adjacent property which may be impacted by the proposed private works.</li> <li>ii. Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good the public place at the completion of works.</li> <li>iii. Provided evidence of sufficient Public Liability Insurance.</li> <li>iv. Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.</li> </ol> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<p><a href="#"><u>Local Government (Uniform Local Provisions) Regulations 1996</u></a> – prescribe applicable statutory procedures</p> <p>Determination of Bond Value and Conditions - refer to CEO Delegation 1.3.4 Determine and Manage Conditions on Permission for Private Works on, over, or under Public Places</p> <p>Penalties under the Uniform Local Provisions Regulations are administered in accordance with Part 9, Division 2 of the <a href="#"><u>Local Government Act 1995</u></a></p>
Record Keeping:	Notice or correspondence

### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.11 Expressions of Interest for Goods and Services

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.21 Limiting who can tender, procedure for r.23 Rejecting and accepting expressions of interest to be acceptable tenderer
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine when to seek Expressions of Interest and to invite Expressions of Interest for the supply of goods or services [F&amp;G r.21].</li> <li>2. Authority to consider Expressions of Interest which have not been rejected and determine those which are capable of satisfactorily providing the goods or services, for listing as acceptable tenderers [F&amp;G r.23].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Expressions of Interest may only be called where there is an adopted budget for the proposed goods or services.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p><a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures</p> <p><a href="#">WALGA Subscription Service</a> – Procurement Toolkit</p> <p>Council Policy Purchasing Policy</p>
<b>Record Keeping:</b>	Expressions of interest to be kept with successful purchase order or cancelled orders.

#### Version Control:

1	Version 1 – July 2021 - Revised
2	2.2 Tenders in Version Reviewed 31 <sup>st</sup> July 2020
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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.12 Tenders for Goods and Services – Call Tenders

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.11(1), (2) When tenders have to be publicly invited r.13 Requirements when local government invites tenders though not required to do so r.14 Publicly inviting tenders, requirements for
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to call tenders [F&amp;G r.11(1)].</li> <li>2. Authority to invite tenders although not required to do so [F&amp;G r.13].</li> <li>3. Authority to determine in writing, before tenders are called, the criteria for acceptance of tenders [F&amp;G r.14(2a)].</li> <li>4. Authority to determine the information that is to be disclosed to those interested in submitting a tender [F&amp;G r.14(4)(a)].</li> <li>5. Authority to vary tender information after public notice of invitation to tender and before the close of tenders, taking reasonable steps to ensure each person who has sought copies of the tender information is provided notice of the variation [F&amp;G r.14(5)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Tenders may only be called where there is an adopted budget for the proposed goods or services, with the exception being in the period immediately prior to the adoption of a new Annual Budget where : <ol style="list-style-type: none"> <li>i. the proposed goods or services are required to fulfil a routine contract related to the day to day operations of the Local Government; or</li> <li>ii. a current supply contract expiry is imminent; and</li> <li>iii. the value of the proposed new contract has been included in the draft Annual Budget proposed for adoption, and</li> <li>iv. the tender specification includes a provision that the tender will only be awarded subject to the budget adoption by the Council.</li> </ol> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p><a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures</p> <p><a href="#">WALGA Subscription Service</a> – Procurement Toolkit</p> <p>Council Purchasing Policy</p>
Record Keeping:	Tender Documentation and Register including advertising

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.2 Tenders in Version Reviewed 31 <sup>st</sup> July 2020
3	



# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.13 Tenders for Goods and Services –Rejecting Tenders; Exercising Contract Extension Options

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> r.11(2)(j) Exercising contract extension options r.18(2), (4), (4a), (5), (6) and (7) Rejecting and accepting tenders r.20(1), (2), (3) Variation of requirements before entry into contract r.21A Varying a contract for the supply of goods or services
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine whether or not to reject tenders that do not comply with requirements as specified in the invitation to tender [F&amp;G.r.18(2)].</li> <li>2. Authority to seek clarification from tenderers in relation to information contained in their tender submission [F&amp;G r.18(4a)].</li> <li>3. Authority to decline to accept any tender [F&amp;G r.18(5)].</li> <li>4. Authority to exercise a contract extension option that was included in the original tender specification and contract in accordance with r.11(2)(j).</li> <li>5. Authority to determine that a variation proposed is minor in context of the total goods or services sought through the invitation to tender, subject to a maximum 5% variation and to then negotiate minor variations with the successful tenderer <u>before</u> entering into a contract [F&amp;G r.20(1) and (3)].</li> <li>6. If the chosen tenderer is unable or unwilling to form a contract OR the minor variation cannot be agreed with the successful tenderer, so that the tenderer ceases to be the chosen tenderer, authority to choose the next most advantageous tender to accept [F&amp;G r.20(2)]</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Exercise of authority under F&amp;G.r.18(2) requires consideration of whether or not the requirements as specified in the invitation to tender have been expressed as mandatory and if so, discretion may not be capable of being exercised – consider process contract implications.</li> <li>b. A decision to renew or extend the contract must only occur where the original contract contained the option to renew or extend its term as per r.11(2)(j) <b>and</b> that the contractor's performance has been reviewed and the review evidences the rationale for entering into the extended term.</li> </ol>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
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<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures  <a href="#">WALGA Subscription Service</a> – Procurement Toolkit  Council Purchasing Policy
Record Keeping:	Tender Documentation and Register including advertising

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.2 Tenders in Version Reviewed 31 <sup>st</sup> July 2020
3	

# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.14 Disposing of Property

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.58(2) & (3) Disposing of Property
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to dispose of property to: <ol style="list-style-type: none"> <li>(a) the highest bidder at public auction [s.3.58(2)(a)].</li> <li>(b) the person who at public tender called by the local government makes what is considered by the delegate to be, the most acceptable tender, whether or not it is the highest tender [s.3.58(2)(b)]</li> </ol> </li> <li>2. Authority to dispose of property by private treaty only in accordance with section 3.58(3) and prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Disposal of land or building assets is limited to matters specified in the Annual Budget and in any other case, a Council resolution is required.</li> <li>b. Public tenders not referred to Council are to have been advertised both locally and in a regional newspaper and received at least 3 tender responses.</li> <li>c. In accordance with s.5.43, disposal of property, for any single project or where not part of a project but part of a single transaction, is limited to a maximum value of \$250,000 or less.</li> <li>d. When determining the method of disposal: <ul style="list-style-type: none"> <li>• Where a public auction is determined as the method of disposal: <ul style="list-style-type: none"> <li>○ Reserve price has been set by independent valuation.</li> <li>○ Where the reserve price is not achieved at auction, negotiation may be undertaken to achieve the sale at up to a -5% variation on the set reserve price.</li> </ul> </li> <li>• Where a public tender is determined as the method of disposal and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method and if so, must determine not to accept any tender and use an alternative disposal method.</li> </ul> </li> </ol>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<ul style="list-style-type: none"> <li>Where a private treaty is determined [s.3.58(3)] as the method of disposal, authority to: <ul style="list-style-type: none"> <li>Negotiate the sale of the property up to a -5% variance on the valuation; and</li> <li>Consider any public submissions received and determine if to proceed with the disposal, ensuring reasons for the decision are recorded.</li> </ul> </li> </ul> <p>e. Where the market value of the property is determined as being less than \$20,000 (F&amp;G r.30(3) excluded disposal) may be undertaken:</p> <ul style="list-style-type: none"> <li>Without reference to Council for resolution; and</li> <li>In any case, be undertaken to ensure that the best value return is achieved however, where the property is determined as having a nil market value then, as a minimum, the disposal must ensure environmentally responsible disposal.</li> </ul> <p>f. Disposal of Property with a written down value of more than \$5000 must be included in the Annual Budget.</p> <p>g. For the trade-in of property where the purchase is worth less than \$75,000 the CEO can utilise the exemption provided by Local Government (Functions and General) Regulation 30(3).</p>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#">Local Government Act 1995</a> – s.3.58 Disposal of Property <a href="#">Local Government (Functions and General) Regulations 1995</a> – r.30 Dispositions of property excluded from Act s. 3.58
Record Keeping:	An agenda report is required at the next ordinary meeting detailing the exercise of this delegated authority.

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.3 Disposal of Assets in Version Reviewed 31 <sup>st</sup> July 2020

# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.15 Payments from the Municipal or Trust Funds

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Financial Management) Regulations 1996:</i> r.12(1)(a) Payments from municipal fund or trust fund, restrictions on making
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to make payments from the municipal or trust funds [r.12(1)(a)].
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>Authority to make payments is subject to annual budget limitations.</li> <li>Payments must be approved jointly by two delegates.</li> <li>Credit Card Statements are to be checked and signed off monthly by a second sub-delegate or the Shire President and a summary signed off by the Shire President each financial year.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b> <b>Rates Officer</b> <b>Finance Administration Officer</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> <li>Delegates must comply with the Procedures approved by the CEO in accordance with Financial Management Regulation 5.</li> <li>All payment transactions must be approved jointly by two Delegates, one of whom must be the CEO or DCEO else the CEO or DCEO is to have inspected and signed off on the payment or batch.</li> <li>The verification of incurring the liability via the purchase order, invoice and evidence of goods / service received, must be undertaken independent of the payment approval.</li> </ol>

<b>Compliance Links:</b>	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p><a href="#">Local Government Act 1995</a></p> <p><a href="#">Local Government (Financial Management) Regulations 1996</a> - refer specifically r.13 Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.</p>
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<a href="#">Local Government (Audit) Regulations 1996</a> Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No.11 – Use of Corporate Credit Cards</a> Department of Local Government, Sport and Cultural Industries: <a href="#">Accounting Manual</a>
Record Keeping:	Bank Authorisation and List of Accounts

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.4 Creditor payments in Version Reviewed 31 <sup>st</sup> July 2020

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.16 Defer, Grant Discounts, Waive or Write Off Debts

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.12 Power to defer, grant discounts, waive or write off debts
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Waive a debt which is owed to the Shire of Yalgoo [s.6.12(1)(b)].</li> <li>2. Grant a concession in relation to money which is owed to the Shire of Yalgoo [s.6.12(1)(b)].</li> <li>3. Write off an amount of money which is owed to the Shire of Yalgoo [s.6.12(1)(c)]</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Write-off a rates or service charge debt up to \$7.50 in accordance with the Financial Hardship Policy [s.6.12(1)(c) &amp;(2)].</li> <li>b. This Delegation does not apply to debts incurred by an individual who is a current or past Councillor or their immediate family.</li> <li>c. A debt may only be waived where: <ol style="list-style-type: none"> <li>i. a community group, health or education service (local, regional or WA based) providing services to Shire residents is requesting use of Shire Facilities or Accommodation in conjunction with the provision of those services.</li> </ol> </li> <li>d. A concession may only be granted where: <ol style="list-style-type: none"> <li>i. the concession exists in the Fees and Charges; or</li> <li>ii. the concession has not already been included in that years adopted Schedule of Fees and Charges and directly relates to a hardship this is recorded with the exercise of this delegation and reported to Council.</li> </ol> </li> <li>e. A debt may only be written off where all necessary measures have been taken to locate / contact the debtor and where costs associated with continued action to recover the debt will outweigh the net value of the debt if recovered by the Shire of Yalgoo. <ol style="list-style-type: none"> <li>i. Limited to individual debts valued below \$250 or cumulative debts of a debtor valued below \$500. Write off of debts greater than these values must be referred for Council decision.</li> </ol> </li> </ol>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
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<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  Collection of Rates Debts – refer Delegations: Agreement as to Payment of Rates and Service Charges Recovery of Rates or Service Charges Recovery of Rates Debts – Require Lessee to Pay Rent Recovery of Rates Debts – Actions to Take Possession of the Land
<b>Record Keeping:</b>	a) Report to Council, c) Caravan Park Journal to relevant community account, d) Included in receipting and e) Report to Council

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.6 Write-off of minor outstanding amounts in Version Reviewed 31 <sup>st</sup> July 2020



# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.17 Power to Invest and Manage Investments

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.14 Power to invest <i>Local Government (Financial Management) Regulations 1996:</i> r.19 Investments, control procedures for
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose [s.6.14(1)].</li> <li>2. Authority to establish and document internal control procedures to be followed in the investment and management of investments [FM r.19].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. All investment activity must comply with the Financial Management Regulation 19C and Councils Financial Management - Investment Policy.</li> <li>b. A report detailing the investment portfolio's performance, exposures and changes since last reporting, is to be provided as part of the Monthly Financial Reports or Council Agenda Item.</li> <li>c. Procedures are to be systematically documented and retained in accordance with the Record Keeping Plan, and must include references that enable recognition of statutory requirements and assign responsibility for actions to position titles.</li> <li>d. Procedures are to be administratively reviewed for continuing compliance and confirmed as 'fit for purpose' and subsequently considered by the Audit and Risk Committee at least once within every 3 financial years. [Audit r.17]</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#"><u>Local Government (Financial Management) Regulations 1996</u></a> – refer r.19C Investment of money, restrictions on (Act s.6.14(2)(a))  Council Policy Financial Management - Investment
Record Keeping:	Ordinary Agenda

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.5 Investment of Surplus funds in Version Reviewed 31 <sup>st</sup> July 2020
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.18 Rate Record Amendment

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.39(2)(b) Rate record
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine any requirement to amend the rate record for the 5-years preceding the current financial year [s.6.39(2)(b)].
<b>Council Conditions on this Delegation:</b>	a. Delegates must comply with the requirements of s.6.40 of the Act.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Rates Officer</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	a. If the change relates to anything other than a Landgate Revaluation or Tenement Death a report to the CEO is required.

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  <a href="#">Local Government Act 1995</a> – s.6.40 prescribes consequential actions that may be required following a decision to amend the rate record.  Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	Rates Roll and Interim Notice Folder

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.19 Agreement as to Payment of Rates and Service Charges

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.49 Agreement as to payment of rates and service charges
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to make an agreement with a person for the payment of rates or service charges [s.6.49].
<b>Council Conditions on this Delegation:</b>	a. Decisions under this delegation must comply with Council Policy Rates Collection and Financial Hardship. b. Agreements must be in writing and, subject to the Council Policy Rates Collection and Financial Hardship.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Council Policy Rates Collection and Financial Hardship
<b>Record Keeping:</b>	Rates Record and Correspondence

#### Version Control:

1	Version 1 – July 2021
2	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.20 Determine Due Date for Rates or Service Charges

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.50 Rates or service charges due and payable
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine the date on which rates or service charges become due and payable to the Shire of Yalgoo [s.6.50].
<b>Council Conditions on this Delegation:</b>	a. That Administration aims to set the rates and service charges due date in the last week of September or first week of October each year. Where the budget is not adopted early enough it will be set as close to this date as possible while complying with s.6.50.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Rates Notices

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.21 Recovery of Rates or Service Charges

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.56 Rates or service charges recoverable in court s.6.64(3) Actions to be taken
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to recover rates or service charges, as well as costs of proceedings for the recovery, in a court of competent jurisdiction [s.6.56(1)].</li> <li>2. Authority to lodge (and withdraw) a caveat to preclude dealings in respect of land where payment of rates or service charges imposed on that land is in arrears [s.6.64(3)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Decisions under this delegation must comply with Council Policy Rates Collection and Financial Hardship.</li> <li>b. A report on actions taken be provided to the next ordinary council meeting.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns
<b>Record Keeping:</b>	Notices and Rates Record

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.23 Recovery of Rates Debts – Require Lessee to Pay Rent

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.60 Local Government may require lessee to pay rent
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to give notice to a lessee of land in respect of which there is an unpaid rate or service charge, requiring the lessee to pay its rent to the Shire of Yalgoo [s.6.60(2)].</li> <li>2. Authority to recover the amount of the rate or service charge as a debt from the lessee if rent is not paid in accordance with a notice [s.6.60(4)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Decisions under this delegation must comply with Council Policy Rates Collection and Financial Hardship.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p><a href="#">Local Government Act 1995</a> – refer sections 6.61 and 6.62 and Schedule 6.2 prescribe procedures relevant to exercise of authority under s.6.60.</p> <p>Council Policy Rates Collection and Financial Hardship</p>
<b>Record Keeping:</b>	Notices and Rates Record

#### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.24 Recovery of Rates Debts - Actions to Take Possession of the Land

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.64(1) Actions to be taken s.6.69(2) Right to pay rates, service charges and costs, and stay proceedings s.6.71 Power to transfer land to Crown or local government s.6.74 Power to have land revested in Crown if rates in arrears 3 years
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to take possession of land and hold the land against a person having an estate or interest in the land where rates or service charges have remained unpaid for at least three years [s.6.64(1)], including: <ol style="list-style-type: none"> <li>i. lease the land, or</li> <li>ii. sell the land; or where land is offered for sale and a contract of sale has not been entered into after 12 months: <ol style="list-style-type: none"> <li>I. cause the land to be transferred to the Crown [s.6.71 and s.6.74]; or</li> <li>II. cause the land to be transferred to the Shire of Yalgoo [s.6.71].</li> </ol> </li> </ol> </li> <li>2. Authority to agree terms and conditions with a person having estate or interest in land and to accept payment of outstanding rates, service charges and costs within 7 days of and prior to the proposed sale [s.6.69(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Decisions under this delegation must comply with Council Policy Rates Collection and Financial Hardship.</li> <li>b. In accordance with s.6.68(3A), this delegation cannot be used where a decision relates to exercising a power of sale <u>without having</u>, within the previous 3-years attempted to recover the outstanding rates / changes through a court under s.6.56, as s.6.68(3A) requires that the reasons why court action has not been pursued must be recorded in Council Minutes.</li> <li>c. Exercise of this delegation must comply with the procedures set out in Schedule 6.3 of the <i>Local Government Act 1995</i>.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b>	Nil
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

Appointed by CEO	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	
Compliance Links:	<p>Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.</p> <p><a href="#">Local Government Act 1995</a> – Part 6, Division 6 Subdivision 6 and Schedule.6.3 prescribe procedures relevant to exercise of authority under this delegation.</p> <p><a href="#">Local Government (Financial Management) Regulations 1996</a> – regulations 72 – 78 prescribe forms and procedures relevant to exercise of authority under this delegation.</p> <p>Council Policy Rates Collection and Financial Hardship.</p>
Record Keeping:	Progress Report to Council

### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.25 Rate Record – Objections

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.6.76 Grounds of objection
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to extend the time for a person to make an objection to a rate record [s.6.76(4)].</li> <li>2. Authority to consider an objection to a rate record and either allow it or disallow it, wholly or in part, providing the decision and reasons for the decision in a notice promptly served upon the person whom made the objection [s.6.76(5)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. A delegate who has participated in any matter contributing to a decision related to the rate record, which is the subject of a Rates Record Objection, must NOT be party to any determination under this Delegation.
<b>Express Power to Sub-Delegate:</b>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	Notice

#### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.26 Procurement of Goods or Services required to address a State of Emergency

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996:</i> Regulation 11 'When tenders have to be publicly invited' Tender exemption under subregulation 11(2)(aa) Associated definition under subregulation 11(3)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority, only to be exercised when a State of Emergency declaration is in force and applies to all or part of the District, to: <ol style="list-style-type: none"> <li>1. Determine that particular goods or services with a purchasing value &gt;\$250,000 are required for the purposes of addressing the impact, consequences or need arising from the hazard to which the State of Emergency declaration relates [F&amp;G r11(3)(b)]; and</li> <li>2. Undertake tender exempt purchasing activity to obtain the supply of those goods or services identified in accordance with point 1 above [F&amp;G r.11(2)(aa)].</li> <li>3. The CEO is Authorised to commit expenditure for the private hire of plant and equipment necessary for the efficient fighting and control of fires from road maintenance in an emergency situation that is likely to effect lives and homes.</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. This authority may only be exercised where the goods or services are urgently required, and it is not possible for Council to meet within an appropriate timeframe.</li> <li>b. Compliance with the Purchasing Policy is required, but only to the extent that such compliance will not incur an unreasonable delay in providing the required urgent response to the State of Emergency hazard. The rationale for non-compliance with Purchasing Policy must be evidenced in accordance with the Record Keeping Plan.</li> <li>c. Where a relevant budget allocation is not available and a purchase is necessary in response to a State of Emergency, the expenditure from an alternative available budget allocation must be authorised in advance by the Mayor or President (i.e. before the expense is incurred) in accordance with LGA s.6.8.</li> <li>d. The CEO is to inform Council Members after the exercise of this delegation, including details of the contract specification,</li> </ol>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

	<p>scope and purchasing value and the rationale for determining that the goods or services were urgently required in response to the State of Emergency declaration.</p> <p>e. The CEO cannot sub-delegate this authority.</p> <p>f. Function 3 should be done in conjunction with the Shire President or Deputy Shire President if the President is not available and the CESM.</p>
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Compliance Links:	<a href="#">Local Government (Functions and General) Regulations 1996</a> <a href="#">WALGA Subscription Service</a> – Procurement Toolkit Council Policy Purchasing Policy
Record Keeping:	Report to Next Possible Council Meeting, Incident/Bushfire Report

### Version Control:

1	Version 1 – July 2021 – New with Revised inclusion
2	2.9 Firefighting – Emergency plant hire in Delegation Register reviewed 31 July 2020
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.27 Long Service Leave Applications

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO s.5.48 Long service benefits for employees and employees of local government associations
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Long Service Leave) Regulations:</i>
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority and power to consider and decide on applications received from employees under the Local Government (Long Service Leave) Regulations.
<b>Council Conditions on this Delegation:</b>	a. Cannot be exercised in decisions relating to person Long Service Leave Arrangements. b. The Chief Executive Officer to ensure operations of the Council will not be unduly hindered by the absence of the applicant on long service leave.

Compliance Links:	Local Government (Long Service Leave) Regulations
Record Keeping:	Payroll

#### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.28 Notices Requiring Certain Things to be Done by Owner or Occupier of Land

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.3.25 Notices requiring certain things to be done by owner or occupier of land s.3.26 Additional powers when notices given
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995 – Division 1</i> <i>Schedule 3.1 Powers under notices to owners or occupiers of land</i>
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Issue a notice in writing to the owner or occupier of land requiring them to do anything specified in Division 1 of Schedule 3.1 of the Local Government Act 1995.</li> <li>2. Do anything that is considered necessary to achieve, so far as practicable, the purpose for which the notice was given, including recovering the cost of anything done as a debt due from the person who failed to comply with the notice.</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Notices under this delegation are only to be issued by administration where the actual or expected cost is considered by the delegate to be less than \$500. More complex matters are required to be reported to Council.

Compliance Links:	Local Government Act 1995
Record Keeping:	Notices

#### Version Control:

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

Taken from [www.legislation.wa.gov.au](http://www.legislation.wa.gov.au) as at 16/07/2021

### Division 1 — Things a notice may require to be done

1. Prevent water from dripping or running from a building on the land onto any other land.
2. Place in a prominent position on the land a number to indicate the address.
3. Modify or repair, in the interests of the convenience or safety of the public, anything constructed as mentioned in Schedule 9.1, clause 8, or repair any damage caused to the public thoroughfare or other public place mentioned in that clause.
4. (1) Ensure that land that adjoins a public thoroughfare or other public place that is specified for the purposes of this item by a local law —
  - (a) is suitably enclosed to separate it from the public place; and
  - (b) where applicable, is enclosed with a close fence, to the satisfaction of the local government, suitable to prevent sand or other matter coming from the land onto the public place.
- (2) The notice cannot be given to an occupier who is not an owner.
5. (1) Ensure that unsightly land is enclosed, to the satisfaction of the local government, with a fence or other means suitable to prevent the land, so far as is practicable, from being unsightly.
- (2) In this item —
 

**unsightly**, in relation to land, means having an appearance that, because of the way in which the land is used, does not conform with the general appearance of other land in the locality.
- (3) The notice cannot be given to an occupier who is not an owner.
- 5A. (1) Ensure that overgrown vegetation, rubbish, or disused material, as specified, is removed from land that the local government considers to be untidy.
- (2) In this item —
 

**disused material** includes disused motor vehicles, old motor vehicle bodies and old machinery.
- [5B. Deleted: No. 16 of 2016 s. 41.]
6. Take specified measures for preventing or minimising the movement of sand, silt, clay or rocks on or from the land if, in the opinion of the local government, that movement would be likely to adversely affect other land.
7. Ensure that land that adjoins a public thoroughfare or other public place that is specified for the purposes of this item by a local law is not overgrown.
8. Remove all or part of a tree that is obstructing or otherwise prejudicially affecting a thoroughfare that is under the local government's control or management and adjoins the land where the tree is situated.
9. Ensure that a tree on the land that endangers any person or thing on adjoining land is made safe.
10. Take specified measures for preventing or minimizing —
  - (a) danger to the public; or

# Delegation Register

Shire of Yalgoo



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## 1. Local Government Act 1995 Delegations

- (b) damage to property,  
which might result from cyclonic activity.
- 11. Remove bees that are likely to endanger the safety of any person or create a serious public nuisance.
- 12. Ensure that an unsightly, dilapidated or dangerous fence or gate that separates the land from land that is local government property is modified or repaired.
- 13. Take specific measures to prevent —
  - (a) artificial light being emitted from the land; or
  - (b) natural or artificial light being reflected from something on the land,  
creating a nuisance.
- 14. (1) Remove or make safe anything that is obstructing or otherwise prejudicially affecting a private thoroughfare so that danger to anyone using the thoroughfare is prevented or minimised.
- (2) In this item —

**private thoroughfare** has the same meaning as in Schedule 9.1 clause 7(1).

*[Division 1 amended: Gazette 29 Apr 1997 p. 2144; amended: No. 49 of 2004 s. 72; No. 17 of 2009 s. 46; No. 16 of 2016 s. 41.]*



# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.2.29 Use of the Common Seal

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.9.49A Execution of Documents
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995</i> s.9.49A(4)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Council delegates authority to the President and the CEO to affix the Common Seal without prior approval by Council.
<b>Council Conditions on this Delegation:</b>	a. Where the document is a renewal or extension of an original document, and there is not a significant variation in clauses or conditions in the renewal.  b. Where the legal document is an agreement to provide funding to the Shire and the project/item to be funded is included in the Forward Capital Works Plan and/or disclosed in the budget and/or previously approved by Council.

Compliance Links:	Local Government Act 1995
Record Keeping:	Agreement/Contract – Common Seal Register

#### Version Control:

1	Version 1 – July 2021 – revised
2	2.1 in Delegation Register reviewed 31 July 2020
3	

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3 CEO to Employees

#### 1.3.1 Determine if an Emergency for Emergency Powers of Entry

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.34(2) Entry in emergency
<b>Delegate/s:</b>	<b>Works Foreman/Manager of Works and CESM</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine on behalf of the CEO that an emergency exists for the purposes of performing local government functions [s.3.34(2)].
<b>CEO Conditions on this Delegation:</b>	a. To inform the CEO as soon as is practicable.
<b>Express Power to Sub-Delegate:</b>	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Incident/Bushfire Report

#### Version Control:

1	Version 1 – July 2021
2	
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.2 Electoral Enrolment Eligibility Claims and Electoral Roll

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.4.32(4), (5A) & (5) Eligibility to enrol under s.4.30, how to claim s.4.34 Accuracy of enrolment details to be maintained s.4.35 Decision that eligibility to enrol under s.4.30 has ended s.4.37 New roll for each election <i>Local Government (Elections) Regulations 1995:</i> r.11(1a) Nomination of co-owners or co-occupiers — s.4.31 r.13(2) & (4) Register - s.4.32(6)
<b>Delegate/s:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to require the written notice for co-owners or co-occupiers to be incorporated into Form 2 [r.11(1a)].</li> <li>2. Authority to decide whether or not the claimant is eligible under s.4.30(1)(a) and (b) and accept or reject the claim accordingly [s.4.32(4)].</li> <li>3. Authority to decide to accept or reject a claim made before the close of enrolments, but less than 14-days before the close of nominations [s.3.42(5A)].</li> <li>4. Authority to make any enquiries necessary in order to make a decision on an eligibility claim [s.4.32(5)].</li> <li>5. Authority to approve the omission of an elector's address from the Owners and Occupiers Register on the basis of a declaration from the elector that the publication of this information would place the elector's or their families safety at risk [Elections r.13(2)].</li> <li>6. Authority to amend the Owners and Occupiers Register from time to time to make sure that the information recorded in it is accurate [Elections r.13(4)].</li> <li>7. Authority to ensure that the information about electors that is recorded from enrolment eligibility claims is maintained in an up to date and accurate form [s.4.34].</li> <li>8. Authority to decide that a person is no longer eligible under s.4.30 to be enrolled on the Owners and Occupiers Electoral Roll [s.4.35(1)] and to give notice [s.4.35(2)] and consider submissions [s.4.35(6)], before making such determination.</li> <li>9. Authority to determine to take any action necessary to give effect to advice received from the Electoral Commissioner [s.4.35(5)].</li> <li>10. Decide, with the approval of the Electoral Commissioner, that a new electoral roll is not required for an election day</li> </ol>

# Delegation Register

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## 1. Local Government Act 1995 Delegations

	which is less than 100 days since the last election day [s.4.37(3)].
<b>CEO Conditions on this Delegation:</b>	a. Decisions on enrolment eligibility are to be recorded in the Enrolment Eligibility Register in accordance with s.4.32(6) and s.4.35(7).
<b>Express Power to Sub-Delegate:</b>	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. Department of Local Government, Sport and Cultural Industries: <a href="#">Returning Officer Manual</a>
Record Keeping:	Electoral Roll and Electors Returns Folder

### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.3 Destruction of Electoral Papers

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Elections) Regulations 1996:</i> r.82(4) Keeping election papers – s4.84(a)
<b>Delegate/s:</b>	DCEO
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to, after a period of 4-years, destroy the parcels of election papers in the presence of at least 2 other employees [Elect. r.82(4)].
<b>CEO Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.  Department of Local Government, Sport and Cultural Industries: <a href="#">Returning Officer Manual</a>
Record Keeping:	Destruction of Records Register

#### Version Control:

1	Version 1 – July 2021
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.4 Appoint Authorised Persons

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.3.24 Authorising persons under this subdivision [Part 3, Division 3, Subdivision 2 – Certain provisions about land] s.9.10 Appointment of authorised persons
<b>Delegate:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>Authority to appoint persons or classes of persons as authorised persons [s.3.24 and s.9.10] for the purpose of fulfilling functions of an authorised person prescribed in the following legislation inclusive of subsidiary legislation made under each Act i.e. Regulations: <ol style="list-style-type: none"> <li><a href="#">Local Government Act 1995</a> and its subsidiary legislation, including Local Government Act Regulations, the <i>Local Government (Miscellaneous Provisions) Act 1960</i> and Local Laws made under the Local Government Act.</li> <li><i>Caravan Parks and Camping Grounds Act 1995</i>;</li> <li><i>Cat Act 2011</i>;</li> <li><i>Cemeteries Act 1986</i>;</li> <li><i>Control of Vehicles (Off-road Areas) Act 1978</i>;</li> <li><i>Dog Act 1976</i>;</li> <li><a href="#">Graffiti Vandalism Act 2016</a> – refer s.15; and</li> <li>any other legislation prescribed for the purposes of s.9.10 of the <i>Local Government Act 1995</i>.</li> </ol> </li> <li>Authority to appoint authorised persons for the purposes of section 9.16 of the <i>Local Government Act 1995</i>, <u>as a precondition</u> for appointment as authorised officers in accordance with Regulation 70(2) of the <a href="#">Building Regulations 2012</a> and section 6(b) of the <i>Criminal Procedure Act 2004</i>.</li> <li>Authority to appoint honorary inspectors under the Litter Act.</li> </ol>
<b>CEO Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>A register of Authorised Persons is to be maintained as a Local Government Record.</li> <li>Only persons who are appropriately qualified and trained may be appointed as Authorised persons.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>NIL.</i>

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	<p>Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person's personnel file.</p> <p>A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.</p>

### Version Control:

1	Version 1 – July 2021 - Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020
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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.5 Information to be Available to the Public

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Administration) Regulations 1996:</i> r.29(2) &(3) Information to be available for public inspection (Acts s.5.94) r.29B Copies of certain information not to be provided (Act s.5.96) <i>Local Government Act 1995:</i> s.9.95(1)(b) & (3)(b) Limits on right to inspect local government information
<b>Delegate/s:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine the public right to inspect information, by determining if the information requested relates to a part of a meeting that could have been closed to members of the public but was not [Admin. r.29(2)].</li> <li>2. Authority to determine the public right to inspect information in an agenda or minutes, by determining if the information requested would be part of the meeting which is likely to be closed to members of the public [Admin. r.29(3)].</li> <li>3. Authority to determine the manner and form by which a person may request copies of rates record information [s.5.94(m)] or owners and occupiers register and electoral rolls [s.5.94(s)] and to make the information available, if satisfied, by statutory declaration or otherwise, that the information will not be used for commercial purposes [Admin r.29B].</li> <li>4. Authority to determine not to provide a right to inspect information, where it is considered that in doing so would divert a substantial and unreasonable portion of the local government's resources away from its other functions [s.5.95(1)(b)].</li> <li>5. Authority to determine not to provide a right to inspect information contained in notice papers, agenda, minutes, or information tabled at a meeting, where it is considered that that part of the meeting could have been closed to members of the public but was not closed [s.5.94(3)(b)].</li> </ol>
<b>CEO Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	Nil.

#### Compliance Links:

Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.



# Delegation Register

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## 1. Local Government Act 1995 Delegations

Record Keeping:	Email to the CEO
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### Version Control:

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.6 Financial Management Systems and Procedures

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Financial Management) Regulations 1996:</i> r.5 CEO's Duties as to financial management
<b>Delegate/s:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to establish systems and procedures [FM r.5] that give effect to internal controls and risk mitigation for the: <ol style="list-style-type: none"> <li>i. Collection of money owed to the Shire of Yalgoo;</li> <li>ii. Safe custody and security of money collected or held by the Shire of Yalgoo;</li> <li>iii. Maintenance and security of all financial records, including payroll, stock control and costing records;</li> <li>iv. Proper accounting of the Municipal and Trust Funds, including revenue, expenses and assets and liabilities;</li> <li>v. Proper authorisation of employees for incurring liabilities, including authority for initiating Requisition Orders, Purchase Orders and use of Credit and Transaction Cards;</li> <li>vi. Making of payments in accordance with Delegated Authority 1.2.23;</li> <li>vii. Preparation of budgets, budget reviews, accounts and reports as required by legislation or operational requirements.</li> </ol> </li> </ol>
<b>CEO Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Procedures are to be systematically documented and retained in accordance with the Record Keeping Plan, and must include references that enable recognition of statutory requirements and assign responsibility for actions to position titles.</li> <li>b. Procedures are to be administratively reviewed for continuing compliance and confirmed as 'fit for purpose' and subsequently considered by the Audit and Risk Committee at least once within each 3 financial years. [Audit r.17]</li> </ol>
<b>Express Power to Sub-Delegate:</b>	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. <a href="#">Local Government Act 1995</a>
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# Delegation Register

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## 1. Local Government Act 1995 Delegations

	<a href="#"><i>Local Government (Financial Management) Regulations 1996</i></a>
	<a href="#"><i>Local Government (Audit) Regulations 1996</i></a>
	Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No.11 – Use of Corporate Credit Cards</a>
Record Keeping:	Policy Manual, Financial System Documents and Ordinary Agendas

### Version Control:

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# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

### 1.3.7 Audit – CEO Review of Systems and Procedures

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government (Audit) Regulations 1996:</i> r.17 CEO to review certain systems and procedures
<b>Delegate/s:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to conduct the review of the appropriateness and effectiveness of the Shire of Yalgoo's systems and procedures in relation to i. risk management; and ii. internal controls; and iii. legislative compliance [r.17(1)].
<b>CEO Conditions on this Delegation:</b>	a. Each matter is to be reviewed at least once within every 3 financial years, with a report on each matter to be provided to the Audit and Risk Committee that details the findings, including any identified deficiencies, and actions required.
<b>Express Power to Sub-Delegate:</b>	Nil.

<b>Compliance Links:</b>	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns. <a href="#">Local Government (Audit) Regulations 1996</a>
<b>Record Keeping:</b>	Report to CEO or Council on Reg 17

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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.3.8 Infringement Notices

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
<b>Express Power or Duty Delegated:</b>	<i>Local Government Act 1995:</i> s.9.13(6)(b) Onus of proof in vehicle offences may be shifted s.9.19 Extension of Time s.9.20 Withdrawal of Notice <i>Building Regulations 2012:</i> Regulation 70(1A), (1), (2) Approved officers and authorised officers
<b>Delegate/s:</b>	<b>DCEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to consider an owner of a vehicle's submission that the vehicle that is subject of an infringement notice, had been stolen or unlawfully taken at the time of the alleged offence [s.9.13(6)(b)].</li> <li>2. Authority to extend the 28-day period within which payment of a modified penalty may be paid, whether or not the period of 28-days has elapsed [s.9.19].</li> <li>3. Authority to withdraw an infringement notice within one year after the notice was given, whether or not the modified penalty has been paid by sending a withdrawal notice (in the prescribed form) to the alleged offender and if the modified penalty has been paid, providing a refund [s.9.20].</li> </ol>
<b>CEO Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. A delegate who participated in a decision to issue an infringement notice, must NOT determine any matter related to that infringement notice under this Delegation.</li> <li>b. The following listed positions are delegated the functions under s.9.19 and s.9.20 only as a <u>precondition for appointment</u> as an "Approved Officer" in accordance with <i>Building Regulation 70(1)</i> for the purposes of the <i>Criminal Procedure Act 2004</i> section 6(a) and <i>Building Act 2011</i> Infringement Notices:: <ol style="list-style-type: none"> <li>(i) <b>Building Surveyor/Contract Building Surveyor</b></li> </ol> <p><b>NOTE:</b> <i>Delegates must also be appointed as an "Approved Officer" – appointment to be determined by Council resolution or by a person with delegated authority under delegation 2.1.10.</i></p> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	Nil.

Compliance Links:	Delegates are designated employees under s.5.74 and are required to provide Primary and Annual Returns.
Record Keeping:	Notice/Correspondence

# Delegation Register

Shire of Yalgoo



## 1. Local Government Act 1995 Delegations

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## Delegation Register

Shire of Yalgoo



### 2. Building Act 2011 Delegations

## 2 Building Act 2011 Delegations

### 2.1 Council to CEO

#### 2.1.1 Grant a Building Permit

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.18 Further Information s.20 Grant of building permit s.22 Further grounds for not granting an application s.27(1) and (3) Impose Conditions on Permit  <i>Building Regulations 2012:</i> r.23 Application to extend time during which permit has effect (s.32) r.24 Extension of time during which permit has effect (s.32(3)) r.26 Approval of new responsible person (s.35(c))
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to require an applicant to provide any documentation or information required to determine a building permit application [s.18(1)].</li> <li>2. Authority to grant or refuse to grant a building permit [s.20(1) &amp; (2) and s.22].</li> <li>3. Authority to impose, vary or revoke conditions on a building permit [s.27(1) and (3)].</li> <li>4. Authority to determine an application to extend time during which a building permit has effect [r.23]. <ol style="list-style-type: none"> <li>i. Subject to being satisfied that work for which the building permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)]</li> <li>ii. Authority to impose any condition on the building permit extension that could have been imposed under s.27 [r.24(2)].</li> </ol> </li> <li>5. Authority to approve, or refuse to approve, an application for a new responsible person for a building permit [r.26].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012.
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Building Surveyor/Contract Building Surveyor</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Authority to perform Function 1.
Compliance Links:	<p><a href="#">Building Act 2011</a></p> <p>s.119 Building and demolition permits – application for review by SAT</p> <p>s.23 Time for deciding application for building or demolition permit</p> <p>s.17 Uncertified application to be considered by building surveyor</p> <p><a href="#">Building Regulations 2012</a> – r.25 Review of decision to refuse to extend time during which permit has effect (s.32(3)) – reviewable by SAT</p> <p><i>Building Services (Registration Act) 2011 – Section 7</i></p> <p><i>Home Building Contracts Act 1991 – Part 3A, Division 2 – Part 7, Division 2</i></p> <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage Act 2018</i></p>
Record Keeping:	Notice/Correspondence and Permits

### Version Control:

1	Version 1 – July 2021
2	
3	



# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

### 2.1.2 Demolition Permits

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.18 Further Information s.21 Grant of demolition permit s.22 Further grounds for not granting an application s.27(1) and (3) Impose Conditions on Permit  <i>Building Regulations 2012</i> r.23 Application to extend time during which permit has effect (s.32) r.24 Extension of time during which permit has effect (s.32(3)) r.26 Approval of new responsible person (s.35(c))
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to require an applicant to provide any documentation or information required to determine a demolition permit application [s.18(1)].</li> <li>2. Authority to grant or refuse to grant a demolition permit on the basis that all s.21(1) requirements have been satisfied [s.20(1) &amp; (2) and s.22].</li> <li>3. Authority to impose, vary or revoke conditions on a demolition permit [s.27(1) and(3)].</li> <li>4. Authority to determine an application to extend time during which a demolition permit has effect [r.23].               <ol style="list-style-type: none"> <li>i. Subject to being satisfied that work for which the demolition permit was granted has not been completed OR the extension is necessary to allow rectification of defects of works for which the permit was granted [r.24(1)]</li> <li>ii. Authority to impose any condition on the demolition permit extension that could have been imposed under s.27 [r.24(2)].</li> </ol> </li> <li>5. Authority to approve, or refuse to approve, an application for a new responsible person for a demolition permit [r.26].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012.
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Building Surveyor/Contract Building Surveyor</b>
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# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Authority to perform Function 1.
Compliance Links:	<a href="#">Building Act 2011</a> s.119 Building and demolition permits – application for review by SAT s.23 Time for deciding application for building or demolition permit <i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i> <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Record Keeping:	Notice/Correspondence and Permits

### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 2. Building Act 2011 Delegations

#### 2.1.3 Occupancy Permits or Building Approval Certificates

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.55 Further information s.58 Grant of occupancy permit, building approval certificate s.62(1) and (3) Conditions imposed by permit authority s.65(4) Extension of period of duration  Building Regulations 2012 r.40 Extension of period of duration of time limited occupancy permit or building approval certificate (s.65)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to require an applicant to provide any documentation or information required in order to determine an application [s.55].</li> <li>2. Authority to grant, refuse to grant or to modify an occupancy permit or building approval certificate [s.58].</li> <li>3. Authority to impose, add, vary or revoke conditions on an occupancy permit [s.62(1) and (3)].</li> <li>4. Authority to extend, or refuse to extend, the period in which an occupancy permit or modification or building approval certificate has effect [s.65(4) and r.40].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012.
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Building Surveyor/Contract Building Surveyor</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Authority to perform Function 1.

<b>Compliance Links:</b>	<a href="#"><i>Building Act 2011</i></a> s.59 time for granting occupancy permit or building approval certificate s.60 Notice of decision not to grant occupancy permit or grant building approval certificate s.121 Occupancy permits and building approval certificates – application for review by SAT
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# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

	<i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i> <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage Act 2018</i>
Record Keeping:	Notices/Correspondence and Permits

### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 2. Building Act 2011 Delegations

#### 2.1.4 Designate Employees as Authorised Persons

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.96(3) authorised persons s.99(3) Limitation on powers of authorised person
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to designate an employee as an authorised person [s.96(3)].</li> <li>2. Authority to revoke or vary a condition of designation as an authorised person or give written notice to an authorised person limiting powers that may be exercised by that person [s.99(3)].</li> </ol> <p>NOTE: An <i>authorised person</i> for the purposes of sections 96(3) and 99(3) is <u>not</u> an <i>approved officer</i> or <i>authorised officer</i> for the purposes of Building Reg. 70.</p>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<u><a href="#">Building Act 2011:</a></u> s.97 each designated authorised person must have an identity card. r.5A Authorised persons (s.3) – definition
Record Keeping:	Letter of Authorisation and Register

#### Version Control:

1	Version 1 – July 2021 - Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020

# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

### 2.1.5 Building Orders

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.110(1) A permit authority may make a building order s.111(1) Notice of proposed building order other than building order (emergency) s.117(1) and (2) A permit authority may revoke a building order or notify that it remains in effect s.118(2) and (3) Permit authority may give effect to building order if non-compliance s.133(1) A permit authority may commence a prosecution for an offence against this Act
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>Authority to make Building Orders in relation to: <ol style="list-style-type: none"> <li>Building work</li> <li>Demolition work</li> <li>An existing building or incidental structure [s.110(1)].</li> </ol> </li> <li>Authority to give notice of a proposed building order and consider submissions received in response and determine actions [s.111(1)(c)].</li> <li>Authority to revoke a building order [s.117].</li> <li>If there is non-compliance with a building order, authority to cause an authorised person to: <ol style="list-style-type: none"> <li>take any action specified in the order ; or</li> <li>commence or complete any work specified in the order; or</li> <li>if any specified action was required by the order to cease, to take such steps as are reasonable to cause the action to cease [s.118(2)].</li> </ol> </li> <li>Authority to take court action to recover as a debt, reasonable costs and expense incurred in doing anything in regard to non-compliance with a building order [s.118(3)].</li> <li>Authority to initiate a prosecution pursuant to section 133(1) for non-compliance with a building order made pursuant to section 110 of the <i>Building Act 2011</i>.</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i>

# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

	s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
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<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<a href="#">Building Act 2011:</a> Section 111 Notice of proposed building order other than building order (emergency) Section 112 Content of building order Section 113 Limitation on effect of building order Section 114 Service of building order Part 9 Review - s.122 Building orders – application for review by SAT
Record Keeping:	Notice/Correspondence and Permits

### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

### 2.1.6 Inspection and Copies of Building Records

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.131(2) Inspection, copies of building records
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine an application from an interested person to inspect and copy a building record [s.131(2)].
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DECO Rates Officer</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Email notification to the CEO

Compliance Links:	<a href="#">Building Act 2011</a> - s.146 Confidentiality
Record Keeping:	If not the owner a copy of the application on the property file. Inspection Register

#### Version Control:

1	Version 1 – July 2021
2	
3	



# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

### 2.1.7 Referrals and Issuing Certificates

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Permit Authority (Local Government)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Act 2011:</i> s.145A Local Government functions
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to refer uncertified applications under s.17(1) to a building surveyor who is not employed by the local government [s.145A(1)].</li> <li>2. Authority to issue a certificate for Design Compliance, Construction Compliance or Building Compliance whether or not the land subject of the application is located in the Shire's District [s.145A(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012 for Function 2.
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Building Surveyor/Contract Building Surveyor</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Authority to perform Function 1.

Compliance Links:	
Record Keeping:	Notice/Correspondence

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 2. Building Act 2011 Delegations

### 2.1.8 Smoke Alarms – Alternative Solutions

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Regulations 2012:</i> r.55 Terms Used (alternative building solution approval) r.61 Local Government approval of battery powered smoke alarms
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to approve alternative building solutions which meet the performance requirement of the Building Code relating to fire detection and early warning [r.55].</li> <li>2. Authority to approve or refuse to approve a battery powered smoke alarm and to determine the form of an application for such approval [r.61].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Delegated authority should be undertaken or informed by a person qualified in accordance with r.5 of the Building Regulations 2012.
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	Notice/Correspondence

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 2. Building Act 2011 Delegations

#### 2.1.9 Appointment of approved officers and authorised officers

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127(1) & (3) Delegation: special permit authorities and local government
<b>Express Power or Duty Delegated:</b>	<i>Building Regulations 2012:</i> r.70 Approved officers and authorised officers
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to appoint an approved officer for the purposes of s.6(a) of the <i>Criminal Procedure Act 2004</i>, in accordance with Building Regulation 70(1) and (1A).  <i>NOTE: Only employees delegated under s 5.44(1) of the Local Government Act 1995 with power under s 9.19 or 9.20 may be appointed as "approved officers".</i></li> <li>2. Authority to appoint an authorised officer for the purposes of s.6(b) of the <i>Criminal Procedure Act 2004</i>, in accordance with Building Regulation 70(2).  <i>NOTE: Only employees appointed under s 9.10 of the Local Government Act 1995 <u>and</u> authorised for the purpose of performing functions under s 9.16 of that Act may be appointed as "authorised officers" for the purposes of Building Regulation 70(2).</i></li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	Nil
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	<i>Building Regulations 2012:</i> r 70(3) each authorised officer must be issued a certificate of appointment.
Record Keeping:	Authorised Officers Register

#### Version Control:

1	Version 1 – July 2021 - Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020

## Delegation Register

Shire of Yalgoo



### 3 Bush Fires Act 1954 Delegations

#### 3.1 Council to CEO, President and Bush Fire Control Officer

##### 3.1.1 Make Request to FES Commissioner – Control of Fire

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.13(4) Duties and powers of bush fire liaison officers
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to request on behalf of the Shire of Yalgoo that the FES Commissioner authorise the Bush Fire Liaison Officer or another person to take control of fire operations [s.13(4)].
<b>Council Conditions on this Delegation:</b>	a. Undertaken in consultation with the Community Emergency Services Manager (CESM).
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Correspondence with DFES

##### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.2 Prohibited Burning Times - Vary

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government s.17(10) Prohibited burning times may be declared by Minister (power of delegation to mayor or president and Chief Bush Fire Control Officer for ONLY powers under s.17(7) and (8))
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.17(7) Prohibited burning times may be declared by Minister <i>Bush Fire Regulations 1954:</i> r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times r.39B Crop dusters etc., use of in restricted or prohibited burning times
<b>Delegate:</b>	<b>President and Chief Bush Fire Control Officer (jointly)</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority, where seasonal conditions warrant it, to determine a variation of the prohibited burning times, after consultation with an authorised CALM Act officer [s.17(7)].
<b>Council Conditions on this Delegation:</b>	a. Decisions under s,17(7) must be undertaken jointly by both the President and the Chief Bush Fire Control Officer and must comply with the procedural requirements of s.17(7B) and (8). b. Undertaken in consultation with the Community Emergency Services Manager (CESM).
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Firebreak Notice and Advertising on the Shire Website

#### Version Control:

1	Version 1 – July 2021 - Revised
2	3.1 Alteration to Restricted and Prohibited Burning Periods in Delegation Register reviewed 31 July 2020
3	

## Delegation Register

Shire of Yalgoo



### 3.1.3 Prohibited Burning Times – Control Activities

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land <i>Bush Fire Regulations 1954:</i> r.15 Permit to burn (Act s.18), form of and apply for after refusal etc. r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times r.39B Crop dusters etc., use of in restricted or prohibited burning times
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine permits to burn during prohibited burning times that have previously been refused by a Bush Fire Control Officer [r.15].</li> <li>2. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of any Sunday or public holiday in the whole or a specified part of the District during Restricted Burning Times is prohibited, unless written consent of a Bush Fire Control Officer is obtained [r.38C].</li> <li>3. Authority to determine, during a Prohibited Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B(2)].</li> <li>4. Authority to issue directions, during a Prohibited Burning Time, to a Bush Fire Control Officer, regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)].</li> <li>5. Authority to prohibit the use of tractors, engines or self-propelled harvester, during a Prohibited Burning Times, and to give permission for use of same during the Restricted Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)].</li> <li>6. Authority to recover the cost of measures taken by the Shire of Yalgoo or Bush Fire Control Officer, to extinguish a fire burning during Prohibited Burning Times, where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

## Delegation Register

Shire of Yalgoo



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Compliance Links:	
Record Keeping:	Permit Book, Notifications

**Version Control:**

1	Version 1 – July 2021
2	3.1 Alteration to Restricted and Prohibited Burning Periods in Delegation Register reviewed 31 July 2020
3	

## Delegation Register

Shire of Yalgoo



### 3.1.4 Restricted Burning Times – Vary and Control Activities

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<p><i>Bush Fires Act 1954:</i></p> <p>s.18(5), (11) Restricted burning times may be declared by FES Commissioner</p> <p>s.22(6) and (7) Burning on exempt land and land adjoining exempt land</p> <p>s.27(2) and (3) Prohibition on use of tractors or engines except under certain conditions</p> <p>s.28(4) and (5) Occupier of land to extinguish bush fire occurring on own land</p> <p><i>Bush Fire Regulations 1954:</i></p> <p>r.15 Permit to burn (Act s.18), form of and apply for after refusal etc.</p> <p>r.15C Local Government may prohibit burning on certain days</p> <p>r.38C Harvesters, power to prohibit use of on certain days in restricted or prohibited burning times</p> <p>r.39B Crop dusters etc., use of in restricted or prohibited burning times</p>
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority, where seasonal conditions warrant it and after consultation with an authorised CALM Act officer, to determine to vary the restricted burning times in respect of that year [s.18(5)]. <ol style="list-style-type: none"> <li>a. Authority to determine to prohibit burning on Sundays or specified days that are public holidays in the District [r.15C].</li> </ol> </li> <li>2. Authority, where a permitted burn fire escapes or is out of control in the opinion of the Bush Fire Control Officer or an officer of the Bush Fire Brigade, to determine to recoup bush fire brigade expenses arising from preventing extension of or extinguishing an out of control permitted burn [s.18(11)].</li> <li>3. Authority to determine permits to burn during restricted times that have previously been refused by a Bush Fire Control Officer [r.15].</li> <li>4. Authority to arrange with the occupier of exempt land, the occupier of land adjoining it and the Bush Fire Brigade to cooperate in burning fire-breaks and require the occupier of adjoining land to provide by the date of the burning, ploughed or cleared fire-breaks parallel to the common boundary [s.22(6) and (7)].</li> <li>5. Authority to declare that the use of any harvesting machinery on any land under crop during the whole or any part of any Sunday or public holiday in the whole or a specified part of the District during Restricted Burning Times is prohibited, unless written consent of a Bush Fire Control Officer is obtained [r.38C].</li> </ol>



## Delegation Register

Shire of Yalgoo



	<p>6. Authority to determine, during a Restricted Burning Time, if a firebreak around a landing ground for an aeroplane has been satisfactorily prepared [r.39B].</p> <p>7. Authority to issue directions, during a Restricted Burning Time, to a Bush Fire Control Officer, regarding matters necessary for the prevention of fire on land used as a landing ground for an aeroplane [r.39B(3)].</p> <p>8. Authority to prohibit the use of tractors, engines or self-propelled harvester, during a Restricted Burning Times, and to give permission for use of same during the Restricted Burning Time subject to compliance with requirements specified in a notice [s.27(2) and (3)].</p> <p>9. Authority to recover the cost of measures taken by the Shire of Yalgoo or Bush Fire Control Officer, to extinguish a fire burning during Restricted Burning Times, where the occupier of the land has failed to comply with requirements under s.28(1) to take all possible measures to extinguish a fire the land they occupy [s.28(4)], including authority to recover expenses in any court of competent jurisdiction [s.28(5)].</p>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Incident/Bushfire Report

### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.5 Control of Operations Likely to Create Bush Fire Danger

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.27D Requirements for carriage and deposit of incendiary material <i>Bush Fires Regulations 1954:</i> r.39C Welding and cutting apparatus, use of in open air r.39CA Bee smoker devices, use of in restricted or prohibited burning times etc. r.39D Explosives, use of r.39E Fireworks, use of
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>Authority to give directions to a Bush Fire Control Officer regarding matters necessary for the prevention of fire arising from: <ol style="list-style-type: none"> <li>a person operating a bee smoker device during a prescribed period [r.39CA(5)].</li> <li>a person operating welding apparatus, a power operated abrasive cutting disc [r.39C(3)].</li> <li>a person using explosives [r.39D(2)].</li> <li>a person using fireworks [r.39E(3)]</li> </ol> </li> <li>Authority to determine directions or requirements for the carriage and deposit of incendiary materials (hot or burning ash, cinders, hot furnace refuse, or any combustible matter that is burning) [s.27D]. <i>Note: this authority is also prescribed to a Bush Fire Control Officer, a Bush Fire Liaison Officer or an authorised CALM Act officer.</i></li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Permits and Incident/Bushfire Report

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.6 Burning Garden Refuse / Open Air Fires

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.24F Burning garden refuse during limited burning times s.24G Minister or local government may further restrict burning of garden refuse s.25 No fire to be lit in open air unless certain precautions taken s.25A Power of Minister to exempt from provisions of section 25  <i>Bush Fires Regulations 1954:</i> r.27(3) Permit, issue of
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to give written permission, during prohibited times and restricted times, for an incinerator located within 2m of a building or fence, only where satisfied it is not likely to create a fire hazard [s.24F(2)(b)(ii) and (4)].</li> <li>2. Authority to prohibit or impose restrictions on the burning of garden refuse that is otherwise permitted under s.24F [s.24G(2)]. <ol style="list-style-type: none"> <li>a. Authority to issue directions to an authorised officer as to the manner in which or the conditions under which permits to burn plants or plant refuse shall be issued in the District [r.27(3) and r.33(5)].</li> <li>b. Authority to prohibit (object to) the issuing of a permit for the burning of a proclaimed plan growing upon any land within the District [r.34].</li> </ol> </li> <li>3. Authority to provide written approval, during prohibited times and restricted times, for fires to be lit for the purposes of: <ol style="list-style-type: none"> <li>a. camping or cooking [s.25(1)(a)].</li> <li>b. conversion of bush into charcoal or for the production of lime, in consultation with an authorised CALM Act officer [s.25(1)(b)].</li> </ol> </li> <li>4. Authority to prohibit the lighting of fires in the open are for the purposes of camping or cooking for such period during the prohibited burning times as specified in a note published in the Gazette and newspaper circulating in the District and authority to vary such notice [s.25(1a) and (1b)].</li> <li>5. Authority to serve written notice on a person to whom an exemption has been given under s.25 for lighting a fire in open air, prohibiting that person from lighting a fire and to determine conditions on the notice [s.25A(5)].</li> </ol>

## Delegation Register

Shire of Yalgoo



<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Notice/Permit

### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.7 Firebreaks

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.33 Local government may require occupier of land to plough or clear fire-breaks
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to give written notice to an owner or occupier of land or all owners or occupiers of land within the District, requiring, to the satisfaction of the Shire of Yalgoo: <ol style="list-style-type: none"> <li>a. clearing of firebreaks as determined necessary and specified in the notice; and</li> <li>b. act in respect to anything which is on the land and is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire; and</li> <li>c. as a separate or coordinated action with any other person carry out similar actions [s.33(1)].</li> </ol> </li> <li>2. Authority to direct a Bush Fire Control Officer or any other employee to enter onto the land of an owner or occupier to carry out the requisitions of the notice which have not been complied with [s.33(4)]. <ol style="list-style-type: none"> <li>a. Authority to recover any costs and expenses incurred in doing the acts, matters or things required to carry out the requisitions of the notice [s.33(5)].</li> </ol> </li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Notice, Incident/Bushfire Report

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.8 Appoint Bush Fire Control Officer/s and Fire Weather Officer

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.38 Local Government may appoint bush fire control officer
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>Authority to appoint persons to be Bush Fire Control Officers for the purposes of the Bush Fires Act 1954; and               <ol style="list-style-type: none"> <li>Of those Officers, appoint one as the Chief Bush Fire Control Officer and one as the Deputy Chief Bush Fire Control Officer; and</li> <li>Determine the respective seniority of the other Bush Fire Officers so appointed [s.38(1)].</li> </ol> </li> <li>Authority to issue directions to a Bush Fire Control Officer to burn on or at the margins of a road reserve under the care, control and management of the Shire of Yalgoo [s.38(5A)]</li> <li>Authority to appoint a Fire Weather Officer, selected from senior Bush Fire Control Officers previously appointed and where more than one Fire Weather Officer is appointed, define a part of the District in which each Fire Weather Officer shall have exclusive right to exercise the powers of s.38(17). [s.38(8) and (9)].               <ol style="list-style-type: none"> <li>Authority to appoint deputy Fire Weather Officer/s as considered necessary and where two or more deputies are appointed, determine seniority [s.38(10)].</li> </ol> </li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	
Record Keeping:	Register of Authorised Persons

#### Version Control:

1	Version 1 – July 2021 - Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020
3	

## Delegation Register

Shire of Yalgoo



### 3.1.9 Control and Extinguishment of Bush Fires

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.46 Bush fire control officer or forest officer may postpone lighting fire
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to prohibit or postpone the lighting of a fire, despite a permit having been issued, where in the opinion of the Delegate the lighting of a fire would be or become a source of danger by escaping from the land on which it is proposed to be lit [s.46(1A)]. <ol style="list-style-type: none"> <li>a. Where it is proposed that the fire will be lit on land within 3km of the boundary of forest land, and an authorised CALM Act office is not available or has not exercised the power to prohibit or proposed a fire considered to become a source of danger, then the Delegate may make the decision [s.46(1B)].</li> </ol> </li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Notice, Incident/Bushfire Report

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 3.1.10 Recovery of Expenses Incurred through Contraventions of this Act

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.58 General penalty and recovery of expenses incurred
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover expenses incurred as a result of an offence against the Bush Fires Act, being expenses incurred through the fulfilment of a duty or doing anything for which the Act empowered or required the Shire of Yalgoo or those on behalf of the Shire of Yalgoo to do [s.58].
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Debtors and Incident/Bushfire Report

#### Version Control:

1	Version 1 – July 2021
2	
3	



## Delegation Register

Shire of Yalgoo



### 3.1.11 Prosecution of Offences

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Bush Fires Act 1954:</i> s.59 Prosecution of offences s.59A(2) Alternative procedure – infringement notices
<b>Delegate:</b>	<b>Chief Executive Officer</b> <b>Bush Fire Control Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to institute and carry on proceedings against a person for an offence alleged to be committed against this Act [s.59].</li> <li>2. Authority to serve an infringement notice for an offence against this Act [s.59A(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	<i>Bush Fires Act 1954:</i> s.65 Proof of certain matters s.66 Proof of ownership or occupancy
<b>Record Keeping:</b>	Infringement

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 4 Cat Act 2011 Delegations

#### 4.1 Council to CEO

##### 4.1.1 Cat Registrations

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Act 2011:</i> s.9 Registration s.10 Cancellation of registration s.11 Registration numbers, certificates and tags <i>Cat Regulations 2012</i> Schedule 3, cl.1(4) Fees Payable
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to grant, or refuse to grant, a cat registration or renewal of a cat registration [s.9(1)].</li> <li>2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.9(6)].</li> <li>3. Authority to cancel a cat registration [s.10].</li> <li>4. Authority to give the cat owner a new registration certificate or tag, if satisfied that the original has been stolen, lost, damaged or destroyed [s.11(2)].</li> <li>5. Authority to reduce or waive a registration or approval to breed fee, in respect of any individual cat or any class of cats within the Shire's District [Regs. Sch. 3 cl.1(4)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Notices of decisions must include advice as to Objection and Review rights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i> .
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b> <b>Rates Officer</b> <b>Financial Administration Officer</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> <li>a. To notify the CEO of any action other than the granting or renewing of a cat registration.</li> <li>b. Function 5 is only extended to the DCEO</li> </ol>

<b>Compliance Links:</b>	Cat Regulations 2012
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## Delegation Register

Shire of Yalgoo



	<p>r.11 Application for registration (s.8(2)), prescribes the Form of applications for registration.</p> <p>r.12 Period of registration (s.9(7))</p> <p>r.11 Changes in registration</p> <p>r.14 Registration certificate (s.11(1)(b))</p> <p>r.15 Registration tags (s.76(2))</p> <p>Decisions are subject to Objection and Review by the State Administration Tribunal rights – refer Part 4, Division 5 of the <i>Cat Act 2011</i>.</p>
Record Keeping:	Cat Registration Folder

### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 4.1.2 Cat Control Notices

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Act 2011:</i> s.26 Cat control notice may be given to cat owner
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to give a cat control notice to a person who is the owner of a cat ordinarily kept within the Shire's District [s.26].
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO Ranger/Contract Ranger</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	<i>Cat Regulations 2012 – r.20 Cat control notice [s.23(3)], prescribes the Form of the notice.</i>
<b>Record Keeping:</b>	Cat Registration Folder

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 4.1.3 Approval to Breed Cats

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Act 2011:</i> s.37 Approval to Breed Cats s.38 Cancellation of approval to breed cats s.39 Certificate to be given to approved cat breeder
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to grant or refuse to grant approval or renew an approval to breed cats [s.37(1) and (2)].</li> <li>2. Authority to refuse to consider an application for registration or renewal where an applicant does not comply with a requirement to give any document or information required to determine the application [s.37(4)].</li> <li>3. Authority to cancel an approval to breed cats [s.38].</li> <li>4. Authority to give an approved breeder a new certificate or tag, if satisfied that the original has been stolen, lost, damaged or destroyed [s.39(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Notices of decisions must include advice as to Objection and Review rights in accordance with Part 4, Division 5 of the <i>Cat Act 2011</i> .
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	<i>Cat Regulations 2012:</i> r.21 Application for approval to breed cats (s.36(2)) r.22 Other circumstances leading to refusal of approval to breed cats (s.37(2)(f)) r.23 Person who not be refused approval to breed cats (s.37(5)) r.24 Duration of approval to breed cats (s.37(6)) r.25 Certificate given to approved cat breeder (s.39(1))
<b>Record Keeping:</b>	Cat Registration Folder

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 4.1.4 Recovery of Costs – Destruction of Cats

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Act 2011:</i> s.49(3) Authorised person may cause cat to be destroyed
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover the amount of the costs associated with the destruction and the disposal of a cat [s.49(3)].
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Cat Registration Folder, Debtors

#### Version Control:

1	Version 1 – July 2021 - Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020

## Delegation Register

Shire of Yalgoo



### 4.1.5 Applications to Keep Additional Cats

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat (Uniform Local Provisions) Regulations 2013:</i> r.8 Application to keep additional number of cats r.9 Grant of approval to keep additional number of cats
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to require any document or additional information required to determine an application [r.8(3)]</li> <li>2. Authority to refuse to consider an application if the applicant does not comply with a requirement to provide any document or information required to determine an application [r.8(4)].</li> <li>2. Authority to grant or refuse approval for additional number of cats specified in an application to be kept at the prescribed premises and to determine any condition reasonably necessary to ensure premises are suitable for the additional number of cats [r.9].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Notices of decisions must include advice as to Review rights in accordance with r.11 of the <i>Cat (Uniform Local Provisions) Regulations 2013</i> .
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Cat Registration Folder

#### Version Control:

1	Version 1 – July 2021
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## Delegation Register

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### 4.1.6 Reduce or Waiver Registration Fee

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Regulations 2012:</i> Schedule 3 Fees clause 1(4)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to reduce or waiver a fee payable under Schedule 3 clauses (2) or (3) in respect to any individual cat.
<b>Council Conditions on this Delegation:</b>	a. This delegation does NOT provide authority to determine to reduce or waiver the fees payable in regard to any <u>class of cat</u> within the District. This matter requires a Council decision in accordance with s.6.16, 6.17 and 6.18 of the <i>Local Government Act 1995</i> .
<b>Express Power to Sub-Delegate:</b>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	
<b>Record Keeping:</b>	Cat Registration Folder

#### Version Control:

1	Version 1 – July 2021
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## Delegation Register

Shire of Yalgoo



### 4.2 Cat Act Delegations - CEO to Employees

#### 4.2.1 Infringement Notices – Extensions and Withdrawals

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Chief Executive Officer
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government
<b>Express Power or Duty Delegated:</b>	<i>Cat Act 2011:</i> s.64 Extension of time s.65 Withdrawal of notice
<b>Delegate/s:</b>	DCEO
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to extend the period of 28 days within which the modified penalty may be paid and the extension may be allowed whether or not the period of 28 days has elapsed [s.64].</li> <li>2. Authority, within one year of the infringement notice being given and whether or not the modified penalty has been paid, to withdraw an infringement notice [s.65].</li> </ol>
<b>CEO Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	Nil.

<b>Compliance Links:</b>	<i>Cat Regulations 2012:</i> r.28 Withdrawal of infringement notice (s.65(1))
<b>Record Keeping:</b>	Cat Registration Folder

#### Version Control:

1	Version 1 – July 2021
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## 5. Dog Act 1974 Delegations

### 5 Dog Act 1974 Delegations

- **S.31 Control of dogs in certain public places**
  - (2B) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a place where dogs are prohibited —
    - (a) at all times; or
    - (b) at specified times.
  - (3A) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a dog exercise area.

### 5.1 Dog Act Delegations Council to CEO

#### 5.1.1 Part Payment of Sterilisation Costs / Directions to Veterinary Surgeons

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.10A Payments to veterinary surgeons towards costs of sterilisation
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine where a resident who is the owner of a registered dog, would suffer hardship in paying the whole of the cost of sterilisation and determine to pay part of such costs to a maximum value of \$300 [s.10A(1)(a) and (3)].</li> <li>2. Authority to give written directions to a veterinary surgeon to be complied with as a condition of part payment of the cost of sterilisation [s.10A(1)(b) and (2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. If a veterinary student program has been organised by the Shire for that year all instances of sterilisation hardship are to be referred to the program.
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
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## Delegation Register

Shire of Yalgoo



### 5. Dog Act 1974 Delegations

<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	Dog Registration Folder

#### Version Control:

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# Delegation Register

Shire of Yalgoo



## 5. Dog Act 1974 Delegations

### 5.1.2 Refuse or Cancel Registration

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.15(2) and (4A) Registration periods and fees s.16(3) Registration procedure s.17A(2) If no application for registration made s.17(4) and (6) Refusal or cancellation of registration
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine to refuse a dog registration and refund the fee, if any [s.16(2)].</li> <li>2. Authority to direct the registration officer to refuse to effect or renew or to cancel the registration of a dog, and to give notice of such decisions, where: <ol style="list-style-type: none"> <li>i. the applicant, owner or registered owner has been convicted of an offence or paid a modified penalty within the past 3-years in respect of 2 or more offences against this Act, the <i>Cat Act 2011</i> or the <i>Animal Welfare Act 2002</i>; or</li> <li>ii. the dog is determined to be destructive, unduly mischievous or to be suffering from a contagious or infectious disease or</li> <li>iii. the delegate is not satisfied that the dog is or will be effectively confined in or at premises where the dog is ordinarily kept</li> <li>iv. the dog is required to be microchipped but is not microchipped; or</li> <li>v. the dog is a dangerous dog [s.16(3) and s.17A(2)].</li> </ol> </li> <li>3. Authority to discount or waive a registration fee, including a concessional fee, for any individual dog or any class of dogs within the Shire's District [s15(4A)].</li> <li>4. Authority to apply to a Justice of the Peace for an order to seize a dog where, following a decision to refuse or cancel a registration and the applicant / owner has not applied to the State Administration Tribunal for the decision to be reviewed. [s.17(4)]. <ol style="list-style-type: none"> <li>i. Authority, following seizure, to determine to cause the dog to be detained or destroyed or otherwise disposed of as though it had be found in contravention of section 31, 32 or 33A and had not been claimed [s.17(6)]</li> </ol> </li> </ol>

# Delegation Register

Shire of Yalgoo



## 5. Dog Act 1974 Delegations

<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	<i>Dog Act 1976</i> s.17A If no application for registration made – procedure for giving notice of decision under s.16(3)  Note – Decisions under this delegation may be referred for review by the State Administration Tribunal – s.16A, s.17(4) and (6)
<b>Record Keeping:</b>	Dog Registration Folder

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## Delegation Register

Shire of Yalgoo



### 5. Dog Act 1974 Delegations

#### 5.1.3 Kennel Establishments

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.27 Licensing of approved kennel establishments
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to grant, refuse to grant or cancel a kennel licence [s.27(4) and (6)].
<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Dog Registration Folder

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# Delegation Register

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## 5. Dog Act 1974 Delegations

### 5.1.4 Recovery of Moneys Due Under this Act

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.29(5) Power to seize dogs
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover moneys, in a court of competent jurisdiction, due in relation to a dog for which the owner is liable [s.29(5)].
<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Includes recovery of expenses relevant to: s.30A(3) Operator of dog management facility may have dog microchipped at owner's expense s.33M Local government expenses to be recoverable. s.47 Veterinary service expenses recoverable from local government r.31 Local government expenses as to dangerous dogs (declared)
<b>Record Keeping:</b>	Dog Registration Folder

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# Delegation Register

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## 5. Dog Act 1974 Delegations

### 5.1.5 Dispose of or Sell Dogs Liable to be Destroyed

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.29(11) Power to seize dogs
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to dispose of or sell a dog which is liable to be destroyed [s.29(11)].
<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)]. b. Proceeds from the sale of dogs are to be directed into the Municipal Fund.
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	Dog Registration Folder, Debtors

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## Delegation Register

Shire of Yalgoo



### 5. Dog Act 1974 Delegations

#### 5.1.6 Declare Dangerous Dog

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.33E(1) Individual dog may be declared to be dangerous dog (declared)
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to declare an individual dog to be a dangerous dog [s.33E(1)].
<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Dog Registration Folder

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# Delegation Register

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## 5. Dog Act 1974 Delegations

### 5.1.7 Dangerous Dog Declared or Seized – Deal with Objections and Determine when to Revoke

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.33F(6) Owners to be notified of making of declaration s.33G(4) Seizure and destruction s.33H(1) and (2) Local government may revoke declaration or proposal to destroy
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to consider and determine to either dismiss or uphold an objection to the declaration of a dangerous dog [s.33F(6)].</li> <li>2. Authority to consider and determine to either dismiss or uphold an objection to seizure of a dangerous dog [s.33G(4)].</li> <li>3. Authority to revoke a declaration of a dangerous dog or revoke notice proposing to cause a dog to be destroyed, only where satisfied that the dog can be kept without likelihood of any contravention of this Act [s.33H(1)] <ol style="list-style-type: none"> <li>i. Authority to, before dealing with an application to revoke a declaration or notice, require the owner of the dog to attend with the dog a course in behaviour and training or otherwise demonstrate a change in the behaviour of the dog [s.33H(2)].</li> </ol> </li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Dog Registration Folder

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## 5. Dog Act 1974 Delegations

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# Delegation Register

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## 5. Dog Act 1974 Delegations

### 5.1.8 Deal with Objection to Notice to Revoke Dangerous Dog Declaration or Destruction Notice

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.33H(5) Local government may revoke declaration or proposal to destroy
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to consider and determine to either dismiss or uphold an objection to a decision to revoke [s.33H(5)]: (a) a notice declaring a dog to be dangerous; or (b) a notice proposing to cause a dog to be destroyed.
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Dog Registration Folder

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# Delegation Register

Shire of Yalgoo



## 5. Dog Act 1974 Delegations

### 5.1.9 Determine Recoverable Expenses for Dangerous Dog Declaration

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA Delegation of local government powers and duties
<b>Express Power or Duty Delegated:</b>	<i>Dog Act 1976:</i> s.33M(1)(a) Local Government expenses to be recoverable
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine the reasonable charge to be paid by an owner at the time of payment of the registration fee under s.15, up to the maximum amount prescribed, having regard to expenses incurred by the Local Government in making inquiries, investigations and inspections concerning the behaviour of a dog declared to be dangerous [s.33H(5)].
<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer permitted to sub-delegate to employees [s.10AA(3)].
<b>Express Power to Sub-Delegate:</b>	<i>Dog Act 1976:</i> s.10AA(3) Delegation of local government powers and duties (NOTE – sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>DCEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Dog Registration Folder

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# Delegation Register

Shire of Yalgoo



## 6. Food Act 2008 Delegations

## 6 Food Act 2008 Delegations

### 6.1 Council to CEO

#### 6.1.1 Determine Compensation

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> s.56(2) Compensation to be paid in certain circumstances s.70(2) and (3) Compensation
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to determine applications for compensation in relation to any item seized, if no contravention has been committed and the item cannot be returned [s.56(2)].</li> <li>2. Authority to determine an application for compensation from a person on whom a prohibition notice has been served and who has suffered loss as the result of the making of the order and who considers that there were insufficient grounds for making the order [s.70(2) and (3)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.</li> <li>b. Compensation under this delegation may only be determined upon documented losses up to a maximum of \$250. Compensation requests above this value are to be reported to Council.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Creditors

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# Delegation Register

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## 6. Food Act 2008 Delegations

### 6.1.2 Prohibition Orders

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> s.65(1) Prohibition orders s.66 Certificate of clearance to be given in certain circumstances s.67(4) Request for re-inspection
<b>Delegate:</b>	<b>CEO</b> <b>Environmental Health Officer</b> <b>Contract Environmental Health Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to serve a prohibition order on the proprietor of a food business in accordance with s.65 of the Food Act 2008 [s.65(1)].</li> <li>2. Authority to give a certificate of clearance, where inspection demonstrates compliance with a prohibition order and any relevant improvement notices [s.66].</li> <li>3. Authority to give written notice to proprietor of a food business on whom a prohibition order has been served of the decision not to give a certificate of clearance after an inspection [s.67(4)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Health File/Notice

#### Version Control:

1	Version 1 – July 2021
2	

# Delegation Register

Shire of Yalgoo



## 6. Food Act 2008 Delegations

### 6.1.3 Food Business Registrations

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> s.110(1) and (5) Registration of food business s.112 Variation of conditions or cancellation of registration of food businesses
<b>Delegate:</b>	<b>CEO</b> <b>Environmental Health Officer</b> <b>Contract Environmental Health Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to consider applications and determine registration of a food business and grant the application with or without conditions or refuse the registration [s.110(1) and (5)]. 2. Authority to vary the conditions or cancel the registration of a food business [s.112].
<b>Council Conditions on this Delegation:</b>	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time, including but not limited to: <ul style="list-style-type: none"> <li>Food Act 2008 Regulatory Guideline No.1 Introduction of Regulatory Food Safety Auditing in WA</li> <li>Food Unit Fact Sheet 8 – Guide to Regulatory Guideline No.1</li> <li>WA Priority Classification System</li> <li>Verification of Food Safety Program Guideline</li> </ul>
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Food License

#### Version Control:

1	Version 1 – July 2021
2	



## Delegation Register

Shire of Yalgoo



### 6. Food Act 2008 Delegations

#### 6.1.4 Appoint Authorised Officers and Designated Officers

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> s.122(1) Appointment of authorised officers s.126(6), (7) and (13) Infringement Officers
<b>Delegate:</b>	<b>CEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to appoint a person to be an authorised officer for the purposes of the Food Act 2008 [s.122(2)].</li> <li>2. Authority to appoint an Authorised Officer appointed under s.122(2) of this Act or the s.24(1) of the <i>Public Health Act 2016</i>, to be a Designated Officer for the purposes of issuing Infringement Notices under the <i>Food Act 2008</i> [s.126(13)].</li> <li>3. Authority to appoint an Authorised Officer to be a Designated Officer (who is prohibited by s.126(13) from also being a Designated Officer for the purpose of issuing infringements), for the purpose of extending the time for payment of modified penalties [s.126(6)] and determining withdrawal of an infringement notice [s.126(7)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time, including but not limited to: <ul style="list-style-type: none"> <li>• Appointment of Authorised Officers as Meat Inspectors</li> <li>• Appointment of Authorised Officers</li> <li>• Appointment of Authorised Officers – Designated Officers only</li> <li>• Appointment of Authorised Officers – Appointment of persons to assist with the discharge of duties of an Authorised Officer</li> </ul> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	s.122(3) requires an Enforcement Agency to maintain a list of appointed authorised officers s.123(1) requires an Enforcement Agency to provide each Authorised Officer with a Certificate of Authority as prescribed
Record Keeping:	Register of Authorised Persons

#### Version Control:

1	Version 1 – July 2021 -Revised
2	2.8 Appointment of Authorised Officer in Version Reviewed 31 <sup>st</sup> July 2020
	3.2 Environmental Health in Delegation Register reviewed 31 July 2020

# Delegation Register

Shire of Yalgoo



## 6. Food Act 2008 Delegations

### 6.1.5 Debt Recovery and Prosecutions

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> s.54 Cost of destruction or disposal of forfeited item s.125 Institution of proceedings
<b>Delegate:</b>	CEO
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to recover costs incurred in connection with the lawful destruction or disposal of an item (seized) including any storage costs [s.54(1)] and the costs of any subsequent proceedings in a court of competent jurisdiction [s.54(3)]. 2. Authority to institute proceedings for an offence under the Food Act 2008 [s.125].
<b>Council Conditions on this Delegation:</b>	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	
Record Keeping:	Debtors/Correspondence

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 6. Food Act 2008 Delegations

#### 6.1.6 Food Businesses List – Public Access

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118 Functions of enforcement agencies and delegation (2)(b) Enforcement agency may delegate a function conferred on it (3) Delegation subject to conditions [s.119] and guidelines adopted [s.120] (4) Sub-delegation permissible only if expressly provided in regulations
<b>Express Power or Duty Delegated:</b>	<i>Food Act 2008:</i> r.51 Enforcement agency may make list of food
<b>Delegate:</b>	<b>CEO</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to decide to make a list of food businesses maintained under s.115(a) or (b) publicly available [r.51].
<b>Council Conditions on this Delegation:</b>	a. In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

Compliance Links:	
Record Keeping:	Shire Website

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 7. Graffiti Vandalism Act 2016 Delegations

## 7 Graffiti Vandalism Act 2016 Delegations

### 7.1 Council to CEO

#### 7.1.1 Give Notice Requiring Obliteration of Graffiti

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Graffiti Vandalism Act 2016:</i> s.18(2) Notice requiring removal of graffiti s.19(3) & (4) Additional powers when notice is given
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to give written notice to a person who is an owner or occupier of property on which graffiti is applied, requiring the person to ensure that the graffiti is obliterated in an acceptable manner, within the time set out in the notice [s.18(2)].</li> <li>2. Authority, where a person fails to comply with a notice, to do anything considered necessary to obliterate the graffiti in an acceptable manner [s.19(3)] and to take action to recover costs incurred as a debt due from the person who failed to comply with the notice [s.19(4)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	Notice, Debtors

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 7. Graffiti Vandalism Act 2016 Delegations

#### 7.1.2 Notices – Deal with Objections and Give Effect to Notices

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Graffiti Vandalism Act 2016:</i> s.22(3) Objection may be lodged s.24(1)(b) & (3) Suspension of effect of notice
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to deal with an objection to a notice [s.22(3)].</li> <li>2. Authority, where an objection has been lodged, to: <ol style="list-style-type: none"> <li>i. determine and take action to give effect to the notice, where it is determined that there are urgent reasons or an endangerment to public safety or likely damage to property or serious nuisance, if action is not taken [s.24(1)(b)] and</li> <li>ii. to give notice to the affected person, before taking the necessary actions [s.24(3)].</li> </ol> </li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	Correspondence

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 7. Graffiti Vandalism Act 2016 Delegations

### 7.1.3 Obliterate Graffiti on Private Property

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Graffiti Vandalism Act 2016:</i> s.25(1) Local government graffiti powers on land not local government property
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine to obliterate graffiti applied without consent of the owner or occupier, even though the land on which it is done is not local government property and the local government does not have consent [s.25(1)].
<b>Council Conditions on this Delegation:</b>	a. Subject to exercising Powers of Entry.
<b>Express Power to Sub-Delegate:</b>	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	Notice

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 7. Graffiti Vandalism Act 2016 Delegations

### 7.1.4 Powers of Entry

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
<b>Express Power or Duty Delegated:</b>	<i>Graffiti Vandalism Act 2016:</i> s.28 Notice of entry s.29 Entry under warrant
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to give notice of an intended entry to the owner or occupier of land, premises or thing, specifying the purpose for which entry is required [s.28].</li> <li>2. Authority to obtain a warrant to enable entry onto any land, premises or thing for the purposes of this Act [s.29].</li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	

Compliance Links:	
Record Keeping:	Notice

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



### 8. Public Health Act 2016 Delegations

## 8 Public Health Act 2016 Delegations

### 8.1 Council to CEO

#### 8.1.1 Appoint Authorised Officer or Approved Officer (Asbestos Regs)

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Local Government
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Health (Asbestos) Regulations 1992:</i> r.15D(7) Infringement Notices
<b>Express Power or Duty Delegated:</b>	<i>Health (Asbestos) Regulations 1992:</i> r.15D(5) Infringement Notices
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to appoint a person or classes of persons as an authorised officer or approved officer for the purposes of the <i>Criminal Procedure Act 2004</i> Part 2 [r.15D(5)].
<b>Council Conditions on this Delegation:</b>	a. Subject to each person so appointed being issued with a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices [r.15D(6)].
<b>Express Power to Sub-Delegate:</b>	Nil – the <i>Health (Asbestos) Regulations 1992</i> do not provide a power to sub-delegate.

Compliance Links:	<i>Criminal Procedure Act 2004 – Part 2</i>
Record Keeping:	Register of Authorised Officers

#### Version Control:

1	Version 1 – July 2021
2	3.2 Environmental Health in Delegation Register reviewed 31 July 2020
3	



# Delegation Register

Shire of Yalgoo



## 8. Public Health Act 2016 Delegations

### 8.1.2 Enforcement Agency Reports to the Chief Health Officer

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
<b>Express Power or Duty Delegated:</b>	<i>Public Health Act 2016</i> s.22 Reports by and about enforcement agencies
<b>Delegate:</b>	<b>Contract Environmental Health Officer – William Atyeo</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to prepare and provide to the Chief Health Officer, the Local Government's report on the performance of its functions under this Act and the performance of functions by persons employed or engaged by the Shire of Yalgoo [s.22(1)]</li> <li>2. Authority to prepare and provide to the Chief Health Officer, a report detailing any proceedings for an offence under this Act [s.22(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	
<b>Express Power to Sub-Delegate:</b>	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

Compliance Links:	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies.
Record Keeping:	Report to the Chief Health Officer

#### Version Control:

1	Version 1 – July 2021
2	
3	

# Delegation Register

Shire of Yalgoo



## 8. Public Health Act 2016 Delegations

### 8.1.3 Designate Authorised Officers

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
<b>Express Power or Duty Delegated:</b>	<i>Public Health Act 2016</i> s.24(1) and (3) Designation of authorised officers
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> <li>1. Authority to designate a person or class of persons as authorised officers for the purposes of: <ol style="list-style-type: none"> <li>i. The Public Health Act 2016 or other specified Act</li> <li>ii. Specified provisions of the Public Health Act 2016 or other specified Act</li> <li>iii. Provisions of the Public Health Act 2016 or another specified Act, other than the specified provisions of that Act.</li> </ol> </li> </ol> <p>Including:</p> <ol style="list-style-type: none"> <li>a. an environmental health officer or environmental health officers as a class; OR</li> <li>b. a person who is not an environmental health officer or a class of persons who are not environmental health officers, OR</li> <li>c. a mixture of the two. [s.24(1) and (3)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. Subject to each person so appointed being; <ul style="list-style-type: none"> <li>• Appropriately qualified and experienced [s.25(1)(a)]; and</li> <li>• Issued with a certificate, badge or identity card identifying the authorised officer [s.30 and 31].</li> </ul> </li> <li>b. A Register (list) of authorised officers is to be maintained in accordance with s.27.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

<b>Compliance Links:</b>	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies. s.25 Certain authorised officers required to have qualifications and experience. s.26 Further provisions relating to designations s.27 Lists of authorised officers to be maintained s.28 When designation as authorised officer ceases s.29 Chief Health Officer may issue guidelines about qualifications and experience of authorised officers
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# Delegation Register

Shire of Yalgoo



## 8. Public Health Act 2016 Delegations

	<p>s.30 Certificates of authority</p> <p>s.31 Issuing and production of certificate of authority for purposes of other written laws</p> <p>s.32 Certificate of authority to be returned.</p> <p>s.136 Authorised officer to produce evidence of authority</p> <p><i>Criminal Investigation Act 2006</i>, Parts 6 and 13 – refer s.245 of the <i>Public Health Act 2016</i></p> <p><i>The Criminal Code</i>, Chapter XXVI – refer s.252 of the <i>Public Health Act 2016</i></p>
Record Keeping:	Register of Authorised Officers

### Version Control:

1	Version 1 – July 2021 - Revised
2	3.2 Environmental Health in Delegation Register reviewed 31 July 2020
3	

# Delegation Register

Shire of Yalgoo



## 8. Public Health Act 2016 Delegations

### 8.1.4 Determine Compensation for Seized Items

<b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i>	Enforcement Agency (means Local Government vide s.4 definition)
<b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21 Enforcement agency may delegate
<b>Express Power or Duty Delegated:</b>	<i>Public Health Act 2016</i> s.264 Compensation
<b>Delegate:</b>	<b>Chief Executive Officer</b>
<b>Function:</b> <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority, in response to an application for compensation, to determine compensation that is just and reasonable in relation to any item seized under Part 16 if there has been no contravention of the Act and the item cannot be returned or has in consequence of the seizure depreciated in value [s.264].
<b>Council Conditions on this Delegation:</b>	a. Compensation is limited to a maximum value of \$500 with any proposal for compensation above this value to be referred for Council's determination.
<b>Express Power to Sub-Delegate:</b>	Nil – Unless a Regulation enacted under the Public Health Act 2016, specifically authorises a delegated power or duty of an enforcement agency to be further delegated [s.21(4)].

<b>Compliance Links:</b>	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies.  Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	Debtors

#### Version Control:

1	Version 1 – July 2021
2	
3	

## Delegation Register

Shire of Yalgoo



## 9 Statutory Authorisations and Delegations to Local Government from State Government Entities

### 9.1 Environmental Protection Act 1986

#### 9.1.1 Noise Control – Environmental Protection Notices [Reg.65(1)]

Published by:  
Environment

**GOVERNMENT GAZETTE**  
Western Australia  
[Previous](#) [Close](#) [Next](#)

No. 47. 19-Mar-2004  
Page: 919 [Pdf](#) - 476kb

**EV401**

#### **ENVIRONMENTAL PROTECTION ACT 1986**

##### **Section 20**

Delegation No. 52

Pursuant to section 20 of the *Environmental Protection Act 1986*, the Chief Executive Officer hereby delegates as follows—

Powers and duties delegated—

All the powers and duties of the Chief Executive Officer, where any noise is being or is likely to be emitted from any premises not being premises licensed under the Act, to serve an environmental protection notice under section 65(1) in respect of those premises, and where an environmental protection notice is so served in such a case, all the powers and duties of the Chief Executive Officer under Part V of the Act in respect of that environmental protection notice.

Persons to whom delegation made—

This delegation is made to any person for the time being holding or acting in the office of Chief Executive Officer under the *Local Government Act 1995*.

Pursuant to section 59(1)(e) of the *Interpretations Act 1984*, Delegation No. 32, dated 4 February 2000 is hereby revoked.

Dated this 9<sup>th</sup> day of January 2004.

Approved—

FERDINAND TROMP, A/Chief Executive Officer.

Dr JUDY EDWARDS MLA, Minister for the Environment.

## Delegation Register

Shire of Yalgoo



### 9.1.2 Noise Management Plans – Keeping Log Books, Noise Control Notices, Calibration and Approval of Non-Complying Events

Published by:  
Environment

**GOVERNMENT GAZETTE**  
Western Australia  
[Previous](#) [Close](#) [Next](#)

No. 232. 20-Dec-2013  
Page: 6282 Pdf - 3Mb

**EV402**

#### **ENVIRONMENTAL PROTECTION ACT 1986**

Delegation No. 112

I, Jason Banks, in my capacity as Acting Chief Executive Officer of the Department of Environment Regulation responsible for the administration of the *Environmental Protection Act 1986* ("the Act"), and pursuant to section 20 of the Act, hereby delegate to any person for the time being holding or acting in the office of a Chief Executive Officer under the *Local Government Act 1995*, my powers and duties under the *Environmental Protection (Noise) Regulations 1997*, other than this power of delegation, in relation to--

- (a) waste collection and other works--noise management plans relating to specified works under regulation 14A or 14B;
- (b) bellringing or amplified calls to worship--the keeping of a log of bellringing or amplified calls to worship requested under regulation 15(3)(c)(vi);
- (c) community activities--noise control notices in respect of community noise under regulation 16;
- (d) motor sport venues--noise management plans in relation to motor sport venues under Part 2 Division 3;
- (e) shooting venues--noise management plans in relation to shooting venues under Part 2 Division 4;
- (f) calibration results--requesting, under regulation 23(b), details of calibration results undertaken and obtained under Schedule 4;
- (g) sporting, cultural and entertainment events--approval of events or venues for sporting, cultural and entertainment purposes under Part 2 Division 7, subject to the following limitation--
  - (i) Subregulation 18(13)(b) is not delegated.

Under section 59(1)(e) of the *Interpretation Act 1984*, Delegation No. 68, gazetted 22 June 2007 is hereby revoked.

Dated the 12th day of December 2013.

JASON BANKS, Acting Chief Executive Officer.

Approved by--

JOHN DAY, Acting Minister for Environment; Heritage.

## Delegation Register

Shire of Yalgoo



### 9.1.3 Noise Management Plans – Construction Sites

Published by:  
Environment

**GOVERNMENT GAZETTE**  
Western Australia  
[Previous](#) [Close](#) [Next](#)

No. 71. 16-May-2014  
Page: 1548 [Pdf](#) - [2Mb](#)

**EV405**

#### **ENVIRONMENTAL PROTECTION ACT 1986**

Delegation No. 119

I, Jason Banks, in my capacity as the Acting Chief Executive Officer of the Department responsible for the administration of the *Environmental Protection Act 1986* ("the Act"), and pursuant to section 20 of the Act, hereby delegate to the holder for the time being of the offices of--

(a) Chief Executive Officer under the *Local Government Act 1995*; and

(b) to any employee of the local government under the *Local Government Act 1995* who is appointed as an Authorised Person under section 87 of the Act,

all my powers and duties in relation to noise management plans under regulation 13 of the *Environmental Protection (Noise) Regulations 1997*, other than this power of delegation.

Under section 59(1)(e) of the *Interpretation Act 1984*, Delegation No. 111, gazetted 20 December 2013, is hereby revoked.

Dated the 1st day of May 2014.

JASON BANKS, Acting Chief Executive Officer.

## Delegation Register

Shire of Yalgoo



### 9.2 Planning and Development Act 2005

Removal of 2.7 Planning Consent due to limited use and extremely limited scope.  
Version 2.7 Planning Consent in Version Reviewed 31<sup>st</sup> July 2020

#### 9.2.1 Instrument of Authorisation – Local Government CEOs - Sign Development Applications for Crown Land as Owner

DoL FILE 1738/2002v8; 858/2001v9

#### PLANNING AND DEVELOPMENT ACT 2005

#### INSTRUMENT OF AUTHORISATION

I, **Donald Terrence Redman MLA**, Minister for Lands, a body corporate continued by section 7(1) of the *Land Administration Act 1997*, under section 267A of the *Planning and Development Act 2005*, HEREBY authorise, in respect of each local government established under the *Local Government Act 1995* and listed in Column 2 of the Schedule, the person from time to time holding or acting in the position of Chief Executive Officer of the relevant local government, to perform the powers described in Column 1 of the Schedule subject to the conditions listed in Column 3 of the Schedule.

Dated the 2<sup>nd</sup> day of June 2016

HON DONALD TERRENCE REDMAN MLA  
MINISTER FOR LANDS



# Delegation Register

Shire of Yalgoo



## SCHEDULE

This is the Schedule referred to in an Instrument of Authorisation relating to Development Applications under the *Planning and Development Act 2005*

### Column 1

The power to sign as owner in respect of Crown land that is:

- a reserve managed by the local government pursuant to section 46 of the *Land Administration Act 1997* and the development is consistent with the reserve purpose and the development is not for a commercial purpose; or
- the land is a road of which the local government has the care, control and management under section 55(2) of the *Land Administration Act 1997* and where there is no balcony or other structure proposed to be constructed over that road unless that structure comes within the definition of a "minor encroachment" in the *Building Regulations 2012* (Regulation 45A), or is an "awning, verandah or thing" (Regulation 45B), or is a ground anchor, and where the development is consistent with the use of the land as a road.

in respect of development applications being made under or referred to in:

- section 99(2) of the *Planning and Development Act 2005* in respect of development for which approval is required under a regional interim development order (as that term is defined in that Act);
- section 103(2) of the *Planning and Development Act 2005* in respect of development for which approval is required under a local interim development order (as that term is defined in that Act);
- section 115 of the *Planning and Development Act 2005* in respect of development within a planning control area (as that term is defined in that Act);
- section 122A of the *Planning and Development Act 2005* in respect of which approval is required under an improvement scheme (as that term is defined in that Act);
- section 162 of the *Planning and Development Act 2005* in respect of developments for which approval is required under a planning scheme or interim development order (as those terms are defined in that Act);
- section 163 of the *Planning and Development Act 2005* in respect of development on land which is comprised within a place entered in the Register maintained by the Heritage Council under the *Heritage of Western Australia Act 1990*, or of which such a place forms part;
- section 171A of the *Planning and Development Act 2005* in respect of a prescribed development application (as that term is defined in that section of that Act).

### Column 2

City of Albany  
City of Armadale  
Shire of Ashburton  
Shire of Augusta-Margaret River  
Town of Bassendean  
City of Baywater  
City of Belmont  
Shire of Beverley  
Shire of Boddington  
Shire of Boyup Brook  
Shire of Bridgetown-Greenbushes  
Shire of Brookton  
Shire of Broome  
Shire of Broomehill-Tambellup  
Shire of Bruce Rock  
City of Bunbury  
Shire of Busselton  
Town of Cambridge  
City of Canning  
Shire of Capel  
Shire of Carnarvon  
Shire of Carnarvon  
Shire of Chapman Valley  
Shire of Chittering  
Shire of Christmas Island  
Town of Claremont  
City of Cockburn  
Shire of Cocos (Keeling) Islands  
Shire of Collie  
Shire of Coolgardie  
Shire of Cooberoo  
Shire of Corrigin  
Town of Cottesloe  
Shire of Cranbrook  
Shire of Cuthbert  
Shire of Cuse  
Shire of Cunderdin  
Shire of Dalwallinu  
Shire of Dandaragan  
Shire of Dardanup  
Shire of Denmark  
Shire of Derby-West Kimberley  
Shire of Dornbrook-Rainup  
Shire of Dowerin  
Shire of Dumbleyung  
Shire of Dundas  
Town of East Fremantle  
Shire of East Pilbara  
Shire of Esperance  
Shire of Exmouth  
City of Fremantle  
City of Greater Geraldton

Shire of Gingin  
Shire of Gnowangerup  
Shire of Goomalling  
City of Goomalling  
Shire of Goolwa  
Shire of Halls Creek  
Shire of Harvey  
Shire of Irwin  
Shire of Jerramungup  
City of Joondalup  
Shire of Kalbar  
City of Kalbar-Boulder  
Shire of Katanning  
Shire of Kellerberrin  
Shire of Kent  
Shire of Kojonup  
Shire of Kondinin  
Shire of Koorda  
Shire of Kulin  
City of Kwinana  
Shire of Lake Grace  
Shire of Laverton  
Shire of Leonora  
City of Mandurah  
Shire of Manjimup  
Shire of Manjimup  
City of Melville  
Shire of Menzies  
Shire of Merredin  
Shire of Mingenew  
Shire of Moora  
Shire of Moora  
Town of Mosman Park  
Shire of Mount Magnet  
Shire of Mt Marshall  
Shire of Mukinbudin  
Shire of Mundaring  
Shire of Murchison  
Shire of Murray

### Column 3

In accordance with and subject to approved Government Land policies.

Any signature subject to the following endorsement:  
Signed only as acknowledgement that a development application is being made in respect of a proposal that includes Crown land, Crown reserves under management for the purpose, or a road and to permit this application to be assessed under the appropriate provision of the *Planning and Development Act 2005* (including any planning scheme).  
The signature does not represent approval or consent for planning purposes. Further, in the event that development approval is granted for the proposal, the above signature should not be taken as an acknowledgement of or consent to the commencement or carrying out of the proposed development or to any modification of the tenure or reservation classification of the Crown land component.

# Delegation Register

Shire of Yalgoo



Shire of Nannup  
Shire of Narembeen  
Shire of Narrogin  
Town of Narrogin  
City of Nedlands  
Shire of Ngaanyatjaraku  
Shire of Northam  
Shire of Northampton  
Shire of Nungarin  
Shire of Peppermint Grove  
Shire of Perenjori  
City of Perth  
Shire of Pingelly  
Shire of Plantagenet  
Town of Port Hedland  
Shire of Qualcard  
Shire of Ravensthorpe  
City of Rockingham  
Shire of Roebourne  
Shire of Sandstone  
Shire of Serpentine Jarrahdale  
Shire of Shark Bay  
City of South Perth  
City of Stirling  
City of Subiaco  
City of Swan

Shire of Tammin  
Shire of Three Springs  
Shire of Toodyay  
Shire of Trayning  
Shire of Upper Gascoyne  
Town of Victoria Park  
Shire of Victoria Plains  
Town of Vincent  
Shire of Wagin  
Shire of Wandering  
City of Wanneroo  
Shire of Waroona  
Shire of West Arthur  
Shire of Westonia  
Shire of Wickiepin  
Shire of Williams  
Shire of Wiluna  
Shire of Wongan-Ballidu  
Shire of Woodanilling  
Shire of Wyalkatchem  
Shire of Wyndham-East Kimberley  
Shire of Yalgoo  
Shire of Yilgarn  
Shire of York

HON DONALD TERRENCE REDMAN MLA  
MINISTER FOR LANDS

2<sup>nd</sup> day of June 2016

## Delegation Register

Shire of Yalgoo



### 9.2.2 WA Planning Commission – Powers of Local Governments - s.15 of the Strata Titles Act 1985 (DEL.2020/01)

29 January 2021

GOVERNMENT GAZETTE, WA

449

PL402

#### PLANNING AND DEVELOPMENT ACT 2005

##### INSTRUMENT OF DELEGATION

##### Del 2020/01 Powers of Local Governments

Delegation to local governments of certain powers and functions of the Western Australian Planning Commission relating to certain applications under the *Strata Titles Act 1985*

#### Preamble

Under section 16 of the *Planning and Development Act 2005* (the Act) the Western Australian Planning Commission (the WAPC) may, by resolution published in the *Government Gazette*, delegate any function under the Act or any other written law to a local government, a committee established under the *Local Government Act 1995* or an employee of a local government.

In accordance with section 16(4) of the Act, a reference in this instrument to a function or a power of the WAPC includes and extends to, without limitation or restriction, any of the powers, privileges, authorities, discretions, duties and responsibilities vested in or imposed on the WAPC by the Act or any other written law as the case requires.

#### Resolution under section 16 of the Act (delegation)

On 20 January 2021, pursuant to section 16 of the Act, the WAPC RESOLVED—

- A. TO DELEGATE to local governments, and to members and officers of those local governments, its powers and functions under section 15 of the *Strata Titles Act 1985* as set out in clause 1 of Schedule 1, within their respective districts, subject to the conditions set out in clause 3 of Schedule 1;
- B. TO DELEGATE to local governments, and to members and officers of those local governments, its powers and functions under sections 21 and 22 of the *Strata Titles Act 1985* as set out in clause 2 of Schedule 1, within their respective districts, subject to the conditions set out in clause 3 of Schedule 1;
- C. TO AMEND “Del 2020/01—Powers of Local Governments” to give effect to its resolution and to publish an updated, consolidated instrument.

SAM FAGAN, Western Australian Planning Commission.

#### Schedule 1

##### 1. Applications made under section 15 of the *Strata Titles Act 1985*

Power to determine applications under section 15 of the *Strata Titles Act 1985*, except those applications that—

- (a) propose the creation of a vacant lot;
- (b) propose vacant air stratas in multi-tiered strata scheme developments;
- (c) propose the creation or postponement of a leasehold scheme;
- (d) propose a type 1 (a) subdivision or a type 2 subdivision (as defined in section 3 of the *Strata Titles Act 1985*);
- (e) in the opinion of the WAPC as notified to the relevant local government in writing, or in the opinion of the relevant local government as notified to the WAPC in writing, relate to—
  - i. a type of development; and/or
  - ii. land within an area,

which is of state or regional significance, or in respect of which the WAPC has determined is otherwise in the public interest for the WAPC to determine the application.

##### 2. Applications under sections 21 and 22 of the *Strata Titles Act 1985*

Power to determine applications under—

- (a) section 21 of the *Strata Titles Act 1985*;
- (b) section 22 of the *Strata Titles Act 1985* where the amendment or repeal of scheme by-laws requires the approval of the WAPC.

##### 3. Reporting requirements

A local government that exercises the powers referred to in clause 1 and/or clause 2, is to provide the WAPC with data on all applications determined under this Instrument of Delegation. This must be provided at the conclusion of each financial year in the format prescribed by the WAPC.

## Delegation Register

Shire of Yalgoo



### 9.3 Main Roads Act 1930

#### 9.3.1 Traffic Management - Events on Roads

A list of local governments authorised for Traffic Management for Events can be found on the Main Roads WA website <https://www.mainroads.wa.gov.au/technical-commercial/working-on-roads/authorised-bodies-events/>

**WESTERN AUSTRALIA**  
**ROAD TRAFFIC CODE 2000**  
**REGULATION 297(2)**  
**INSTRUMENT OF AUTHORISATION**  
  
**RELATING TO**  
**TRAFFIC MANAGEMENT FOR EVENTS**

Pursuant to Regulation 297(2) of the *Road Traffic Code 2000* the Commissioner of Main Roads ("the Commissioner") hereby authorises (*Insert name of Local Government*) (Authorised Body") by itself, its employees, consultants, agents and contractors (together "Representatives") to, from the date indicated below, erect, establish, display, alter or take down such road signs of whatsoever type or class (except for permanent traffic control signals) as may be required for the purpose and duration of any:

- i) "event" subject to an order from the Commissioner of Police pursuant to Part VA of the *Road Traffic Act 1974*;
- ii) race meeting or speed test for which the Minister referred to in section 83 of the *Road Traffic Act 1974* has, under that provision, temporarily suspended the operation of any provisions of the *Road Traffic Act 1974* or regulations made under that Act; or
- iii) public meeting or procession the subject of a permit granted by the Commissioner of Police under the *Public Order in Streets Act 1984*;

or as may be required for the purpose of controlling traffic on a road adjacent to, or in the vicinity of, any event or organised activity approved by the Authorised Body under its local laws, on a road (other than a main road or highway) within its jurisdiction, SUBJECT ALWAYS to the following terms and conditions:

- (a) the Authorised Body shall at all times observe, perform and comply with the provisions of the "Traffic Management for Events Code of Practice" (as amended or replaced from time to time in consultation with the Traffic Management for Events Advisory Group) issued by Main Roads Western Australia ("the Code") referring to the version which is current at the time of the event, a copy of which can be obtained from Main Roads Western Australia from [www.mainroads.wa.gov.au](http://www.mainroads.wa.gov.au) or by contacting Main Roads by phone;
- (b) the Authorised Body shall develop and implement procedures that will satisfy the Commissioner that traffic management implemented by the Authorised Body, its employees, agents and contractors will in all respects conform to and comply with the requirements of the Code; and
- (c) the Authorised Body shall ensure that its Representatives comply with the terms and conditions identified above at paragraphs (a) and (b) as if they were named in those paragraphs in place of the Authorised Body.

By executing and returning the acknowledgment at the foot of this authorisation, the Authorised Body agrees to observe, perform and comply with the above terms and conditions.

The powers in this Instrument of Authorisation do not change or replace:

- 1) any prior Instrument of Authorisation from the Commissioner of Main Roads for the purposes of undertaking traffic management for works on roads; and
- 2) any powers and responsibilities of a local government provided in regulation 9 of the *Road Traffic (Events on Roads) Regulations 1991*.

**Delegation Register**

Shire of Yalgoo



Dated:

**THE COMMON SEAL OF THE**  
**COMMISSIONER OF MAIN ROADS**

WAS AFFIXED BY

COMMISSIONER OF MAIN ROADS

FOR THE TIME BEING IN THE  
 PRESENCE OF:

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of Witness (please print)*

**ACKNOWLEDGMENT BY AUTHORISED BODY**

.....(*Insert name of Local Government*)..... agrees to unconditionally observe,  
 perform and be bound by the above conditions.

**THE COMMON SEAL of**

\_\_\_\_\_  
*[Insert name of Local Government]*

Was hereunto affixed pursuant to a  
 resolution of the Council in the  
 presence of:

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of Witness (please print)*



## Delegation Register

Shire of Yalgoo



### 9.3.2 Traffic Management – Road Works

A list of Local Governments authorised for the purposes of Road Traffic Code 2000 r.297(2) are available on Main Roads WA website [here](#)

**WESTERN AUSTRALIA  
ROAD TRAFFIC CODE 2000  
REGULATION 297(2)  
INSTRUMENT OF AUTHORISATION**

Pursuant to Regulation 297(2) of the Road Traffic Code 2000 the Commissioner of Main Roads ("the Commissioner") hereby authorises .....  
("Authorised Body") by itself, its employees, consultants, agents and contractors (together "Representatives") to, from the date indicated below, erect, establish, display, alter or take down such traffic signs and traffic control devices of whatsoever type or class (except for permanent traffic control signals) as may be required for the purpose and duration of any works, survey or inspection, associated with the construction, maintenance or repair on a road (other than a main road or highway), any adjoining land or any portion thereof within its jurisdiction, SUBJECT ALWAYS to the following terms and conditions:

- (a) the Authorised Body shall at all times observe, perform and comply with the provisions of the "Traffic Management for Works on Roads Code of Practice" (as amended or replaced from time to time in consultation with the Traffic Management for Roadworks Advisory Group) issued by Main Roads Western Australia ("the Code") referring to the version which is current at the time of the relevant works, a copy of which can be obtained from Main Roads Western Australia from [www.mainroads.wa.gov.au](http://www.mainroads.wa.gov.au) or by contacting Main Roads by phone;
- (b) the Authorised Body shall develop and implement procedures that will satisfy the Commissioner that traffic management implemented by the Authorised Body, its employees, agents and contractors will in all respects conform to and comply with the requirements of the Code; and
- (c) the Authorised Body shall ensure that its Representatives comply with the terms and conditions identified above at paragraphs (a) and (b) as if they were named in those paragraphs in place of the Authorised Body.

By executing and returning the acknowledgment at the foot of this authorisation, the Authorised Body agrees to observe, perform and comply with the above terms and conditions.

This Instrument of Authorisation replaces any prior Instrument of Authorisation under Regulation 297(2) of the Road Traffic Code 2000 between the Commissioner and the Authorised Body. The Commissioner's delegation dated 17 July 1975 to a number of Local Governments outside the Perth metropolitan area, is not affected by this Instrument of Authorisation except that this Instrument of Authorisation prevails wherever roadworks are concerned. That 1975 delegation was made under Regulation 301 of the Road Traffic Code 1975 and related to non-regulatory signage.

**Delegation Register**

Shire of Yalgoo



Dated:

THE COMMON SEAL OF THE )  
 COMMISSIONER OF MAIN ROADS )  
 WAS AFFIXED BY )  
 )  
 )  
 COMMISSIONER OF MAIN ROADS )  
 FOR THE TIME BEING IN THE PRESENCE OF: )

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Name of Witness

**ACKNOWLEDGMENT BY AUTHORISED BODY**

..... agrees to observe, perform and be  
 bound by the above conditions.

THE COMMON SEAL OF THE )  
 ..... )  
 WAS AFFIXED PURSUANT TO A RESOLUTION )  
 OF THE COUNCIL IN THE PRESENCE OF )

\_\_\_\_\_  
 Chief Executive Officer

\_\_\_\_\_  
 Witness

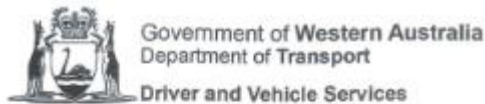
## Delegation Register

Shire of Yalgoo



### 9.4 Road Traffic (Vehicles) Act 2012

#### 9.4.1 Approval for Certain Local Government Vehicles as Special Use Vehicles



#### **ROAD TRAFFIC (VEHICLES) ACT 2012**

*Road Traffic (Vehicles) Regulations 2014*

**RTVR-2017-202046**

#### **APPROVAL UNDER REGULATION 327(4)(f) FOR CERTAIN LOCAL GOVERNMENT VEHICLES AS SPECIAL USE VEHICLES**

Pursuant to the *Road Traffic (Vehicles) Regulations 2014* (the *Regulations*), I, Christopher Davers, Assistant Director Strategy and Policy, Driver and Vehicle Services, Department of Transport, and delegate of the Chief Executive Officer of the Department of Transport by way of a delegation instrument dated 7 August 2017, hereby approve vehicles owned by a local government and ordinarily used by persons authorised or appointed by that local government to perform functions on its behalf under:

- (a) the *Local Government Act 1995*;
- (b) regulations made under the *Local Government Act 1995*;
- (c) a local law;
- (d) any other legislation empowering a local government to authorise or appoint persons to perform functions on the behalf of the local government (including but not limited to the *Dog Act 1976*); or
- (e) any combination of the above paragraphs (a) to (d);

as special use vehicles for the purposes of paragraph "f" of the definition of "special use vehicle" in regulation 327(4) of the *Regulations*, with the effect that those vehicles may be fitted with one or more yellow flashing lights under regulation 327(3)(b) of the *Regulations*, subject to the following conditions:

#### **CONDITIONS**

1. Those lights must emit rotating, flashing yellow coloured light(s) and must not be a strobe light.
2. At least one flashing light shall be mounted on top of the vehicle and when lit, shall be visible in normal daylight up to a distance of not less than 200 metres to vehicles approaching from any direction.
3. No part of the lens of the flashing lights is visible either directly or indirectly to the driver when seated in the normal driving position.
4. If more than one flashing light is fitted, they must be placed symmetrically about the centre line of the vehicle or combination of vehicles.
5. An on/off switch for the flashing lights must be installed so as to be easily operated from the driver's seat.
6. Any additional equipment fitted to the vehicle must not interfere with the overall safe operation of the vehicle.
7. Any vehicle fitted with flashing lights for the purposes of this approval must:



## Delegation Register

Shire of Yalgoo



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

**Driver and Vehicle Services**

- (a) have words clearly set out on the sides of the vehicle which state the name of the local government in question together with the words "Ranger", "Ranger Services", or words to similar unambiguous effect; and
- (b) where the vehicle is a station wagon or van, have the words "Ranger", "Ranger Services", or words to similar unambiguous effect clearly set out on the back of the vehicle.

This condition 7 is not intended to prevent the use of additional words on the vehicle.

A handwritten signature in blue ink, appearing to read "C. Davers", written over a horizontal line.

Christopher Davers  
Assistant Director, Strategy and Policy  
Driver and Vehicle Services  
Department of Transport

Dated the 5<sup>th</sup> day of September 2017

[Approval for ranger vehicles to fit and use yellow flashing lights \(transport.wa.gov.au\)](http://transport.wa.gov.au)

Extracted on line on 15 March 2021

## Delegation Register

Shire of Yalgoo



### 9.5 5.43. Limits on delegations to CEO 28

Local Government Act 1995

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) any power or duty that requires a decision of an absolute majority of the council;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (ha) the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;
- (h) any power or duty that requires the approval of the Minister or the Governor;
- (i) such other powers or duties as may be prescribed.

[Section 5.43 amended: No. 49 of 2004 s. 16(3) and 47; No. 17 of 2009 s. 23; No. 16 of 2019 s. 23.]



# *Governance and Policy Manual*



Elected Members Induction and Guidelines

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## Preface

Corporate governance is a system of processes through which an organisation makes decisions and how it directs, controls and monitors its operations. The systems are complex and are required by legislation. The Governance Manual will assist the Council to achieve its commitment to excellence in governance. The manual links the respective roles under the Local Government Act and other relevant legislation with the suite of available governance documents. It is designed to provide guidance and information to the major participants in all functions and governance processes of the Council.

It will act as:

- an introduction for new Councillors and staff members to the governance framework and processes for the Council.
- a guide and reference for Councillors in performing their duties as elected representatives;
- a document establishing clear guidelines for the day to day governance of the Council.
- a basis to monitor the performance of the Council and administration in working towards excellence in governance.

The manual has been based on a number of existing governance frameworks, but in particular “Excellence in Governance for Local Government” produced by the Local Government Managers Australia and CPA Australia.

The Manual is divided into four parts:

- Part One: Overview of Corporate Governance and Principles
- Part Two: Integrated Planning and Reporting
- Part Three: Detailed Guidelines for good governance practice
- Part Four: Key documents, policies and procedures relevant to Elected Members

The Governance Manual will form the basis for an annual corporate governance review by Council which will assess the effectiveness of the Elected Members and Administration in achieving good governance.

## Part One - Overview of Corporate Governance

### Governance in the Legislative Environment

Local Governments in Western Australia are required to make report and implement decisions, according to the provisions of the Local Government Act 1995 (the Act). Other legislation regulates the way in which a local government exercises its authority in areas such as Town Planning, Environmental Health, Cat and Dog Control, Emergency Management, Litter Control, Bush Fire, and Building Control.

The Act defines the roles and responsibilities of Elected Members and the CEO to ensure a local government fulfils its obligations and exercises its powers and functions appropriately. Section 3.1 (1) of the act prescribes the general function of a local government is to provide for the good government of persons in its district.

To facilitate good government, Shires develop strategies and policies, and provide mechanisms and processes for their implementation. This manual establishes the policies and processes by which the Elected Members and the CEO Officer undertake their respective roles.

### DEFINITION OF 'GOOD GOVERNANCE'

Good governance is about the processes for making and implementing decisions. It's not about making 'correct' decisions, but about the best possible process for making those decisions.

Good decision-making processes, and therefore good governance, share several characteristics. All have a positive effect on various aspects of local government including consultation policies and practices, meeting procedures, service quality protocols, Councillor and officer conduct, role clarification and good working relationships. Ref

<http://www.goodgovernance.org.au>

### EXCELLENCE IN GOVERNANCE

Excellence in governance occurs when it is underpinned by accountability, integrity, openness and commitment to sustainability. It involves a focus on clarity of roles and responsibilities, robust systems which support both internal and external accountability and public access to decision making and information. From a Local Government perspective, the establishment of a governance framework reinforces the statutory authority and responsibilities of Council as a corporate body and assists Elected Members and professional officers in the delivery of quality services.

Central to the achievement of these outcomes is the engagement of key stakeholders and intended beneficiaries in the development and implementation of initiatives for the betterment of local communities. Effective outcomes are best achieved where the role and focus of Elected Members as a collective corporate body, is directed to policy formulation and strategic development. The role of the officers is to implement the policies and strategies of the Council through an accountable, effective and efficient application of resources and assets.

### COUNCIL GOVERNANCE STATEMENT

Governance is based on the understanding the Council, CEO and staff have different roles and responsibilities which, when combined, create the environment for effective management and

operation of the Council. It recognises good governance does not only apply to internal procedures but ultimately reflects in the satisfaction of the residents and other stakeholders of the Shire both now and into the future.

## **COUNCIL GOVERNANCE FRAMEWORK**

The fundamental objective of a corporate governance framework is to promote stability, confidence and consistency of process by providing role clarity and certainty of direction for the Elected Members and administrative office holders of the Council. The basis for this governance framework can be found in strategic documents and associated operational mechanisms which have been developed and implemented pursuant to roles and functions prescribed by the Local Government Act 1995 (The Act) and arising from the vision, mission, values and goals enunciated in the Strategic Community Plan.

### **Good Governance Principles and Practice**

Clear principles govern how decisions are made by the whole organisation. Decisions should be based on the principles to ensure all governance processes and practices reflect the overarching principles of operation. Elected Members and staff must take specific responsibility for governance in their own activities to achieve best practice in governance and alignment with the agreed principles. The following practices relate to the five principles of operation and the achievement of effective governance.

#### **Principle 1 - Vision and Organisational Culture**

- There is a positive organisational culture promoting openness and honesty, in which questioning is encouraged and accountability is clear.
- The Council is united in a clear vision and positive culture, which respects the natural and built heritage of the Council as well as community needs and aspirations.
- Strategic Community Plan is produced through a comprehensive and inclusive process, which is inclusive of all sectors of the local government region.

#### **Principle 2 - Roles, responsibilities and relationships**

- There is clarity about the roles of local government and there exists a sophisticated approach to defining and implementing these.
- There are effective and appropriate working relationships promoted and supported within and between the Shire President, Councillors, CEO and Administration.
- There is a demonstrated respect for different roles of the various elements of the Shire and the need for positive working relationships between these elements.

#### **Principle 3 - Decision-making and management**

- Ensure there are effective decision-making processes in place to reflect the transparency and accountability which underpin excellence in governance.
- There should be robust and transparent financial management established and maintained to meet local government's accountability to its stakeholders, particularly in terms of stewardship of community assets, both now and into the future.



- An effective approach to the identification, assessment, monitoring and management of risks should be established and maintained.
- Appropriate delegations should be implemented and maintained.
- There should be an active performance management system in place to enable Elected Members and staff to be openly accountable for their performance.
- Demonstrating exemplary leadership qualities through effective decision-making and related management processes reflecting transparency, integrity and sustainability.

#### **Principle 4 - Accountability**

- Appropriate consultation should be undertaken to reflect the scope and potential impact of the matter. It should respect the position and opinion of all stakeholders. The outcomes of the consultation should be taken into account when the decision is made, and feedback should be provided to those who participated.
- The Council must account for its activities and have systems to support this accountability.
- The established internal structures be maintained to provide for independent review of processes and decision-making to assist the Council to meet its accountability to stakeholders.
- There should be methods for accounting for all local government activities, including installing and maintaining systems which reinforce accountability and communicate outcomes achieved to the community.

#### **Principle 5 -Commitment to Sustainability**

- The Council will endeavour to keep up to date with all processes, methodologies and technologies which can achieve improved outcomes for the Shire.
- Awareness of practices will lead to improved resource management, environmental protection and rehabilitation, stronger communities and added economic value will be raised within the Council and staff, and across the community.
- The potential environmental, social and economic impact of any project or decision will be considered.
- Making the right decisions for both now and for future generations, in careful monitoring of progress to avoid negative impact, and, in ensuring a positive change for improved results and outcomes.

### **GOOD GOVERNANCE PRACTICE**

The increasing level of scrutiny now being directed to the operations and activities of public bodies has created a need for full and open disclosure of the governance systems, which exist within these organisations. Accountability is an essential element of good governance and applies to Elected Members and CEO alike.

From a political perspective, accountability requires the Shire President and Councillors of the Council be accessible to residents and ratepayers so they may be responsive to community issues and needs. As the governing body of the Shire, the Council has the ultimate responsibility for ensuring compliance with legislation and regulations.

It is the CEO's responsibility to ensure Council is provided with unbiased and relevant, professional advice and information on which decisions are made. The CEO is also responsible

for the management of staff, financial resources and the maintenance of effective and efficient systems, procedures and processes which are necessary to meet the accountability requirements of the Council. Accountability is unachievable without effective stewardship of the Shire's financial, physical, intellectual and natural heritage assets. Stewardship refers to the planning and management required ensuring optimum use of assets to serve existing community needs and provide a lasting legacy for future generations. It requires innovation, reflected in strategies designed to encourage sustainable growth and prosperity, which are compatible with the unique character and focus of the Shire.

## Part Two – Integrated Planning and Reporting

### Integrated Planning and Reporting Principles and Processes

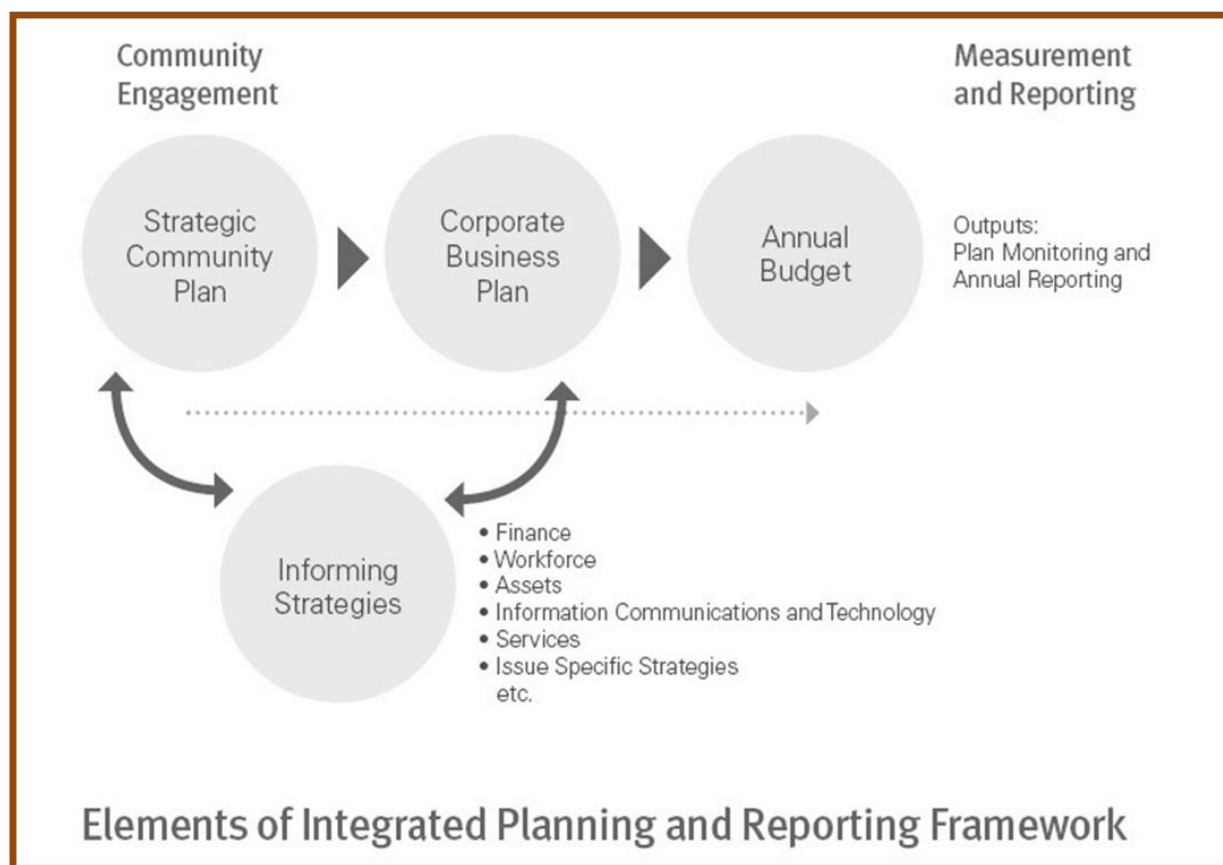
The Integrated planning and reporting principles and practices give local governments a framework for establishing local community and regional priorities and underpinning them through the Shire's long term planning processes, capital and major projects and operational functions.

They are supported in regulations of the Local Government Act 1995 Section S5.56 (1) A "plan for the future" and Regulations on how to achieve have been made under S5.56 (2):

- That Local Governments develop a Strategic Community Plan that links community aspirations with the Council's long term strategy.
- That the Local Government has a Corporate Business Plan linking to long term financial planning that integrates asset management, workforce planning and specific Council plans (Informing Strategies) with the strategic plan.

Regulation changes were implemented in August 2011 with full compliance required by 30 June 2013

For further information re Integrated Planning and Reporting copy or paste this reference into your internet explorer to connect to the WA Department of Local Government and Communities.  
<https://www.dlgc.wa.gov.au/CommunityInitiatives/Pages/Integrated-Planning-and-Reporting.aspx>



## **STRATEGIC COMMUNITY PLAN**

The Strategic Community Plan must be at least a 10year plan, which generally responds to three main questions put to the community and to the Shire:

- Where are we now?
- Where do we want to be?
- How do we get there?

The plan prioritises community aspirations considering things such as:

- Economic objectives
- Leadership Objectives
- Community Objectives
- Environment Objectives
- Additional factors as appropriate to identified changes in environment or demographics.

### **Community Input**

Opportunities will be provided to enable the community to have input into the plan for the future through advertising, communication and consultation processes.

## **CORPORATE BUSINESS PLAN**

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

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

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

- The priorities for the first four years of the Strategic Community Plan
- General operations and discretionary services
- Requirements of the Informing Strategy Plans\*

\*It is planned for 4-year terms and reviewed annually for relevance and affordability

## **INFORMING STRATEGIES**

These consist of the:

- Asset Management Plan
- Long Term Financial Plan
- Workforce Management Plan

These strategies / plans support the integrated planning process by informing the consultation processes with data and information about capacity, capability and affordability of current services and functions. They facilitate resourcing of ongoing services and functions, growth and community aspirations. All above mentioned plans need to be integrated and underpinned by common assumptions and agreed projections.

## Shire Community Vision and Mission

**Vision:** Inclusive and peaceful, prosperous and strong

**Mission:** To be a standard bearer for honest, equitable and efficient local government, delivering innovative, timely and appropriate services to secure economic sustainability and community wellbeing

## Shire Strategic Key Focus Areas and Objectives

**Social** Objective - an educated, respectful and inclusive community and a place where people feel they belong.

**Environment** Objective - an environment that is managed well and appreciated by all

**Economy** Objective - a modern and sustainable economy that provides for our growing community.

**Civic Leadership** Objective - To be a Shire that serves our community with integrity and leadership

Ref Strategic Community Plan 2013 – 2023 – (To be reviewed after each update of Strategic Plan)

## Part Three – Detailed Guidelines for Governance Practice

### Vision and Organisational Culture

#### Vision

“There is a clear vision and Strategic Community Plan produced through a comprehensive and inclusive process which is owned by all sectors of the Local Government”. The Council vision as stated in Part 1 drives the culture of the organisation. The vision has been generated as a united focus for the Shire. Governance decisions and practice must at all times contribute towards achievement of the vision.

#### Organisational Culture

There is a positive culture to promote openness and honesty, in which questioning is encouraged and accountability is clear.

The principles introduced in Part 1 will be demonstrated as an integral part of the organisational culture. If all individuals involved in our Local Governance apply the values, the culture of the organisation will provide the greatest opportunity of achieving excellence in governance. In addition, the Elected Members and staff will strive to achieve the following eight elements within its organisational culture:

#### Effectiveness in Management Structures and Practices

- A good management structure will be maintained based on the organisation’s vision, with clear roles and responsibilities.
- Responsibility and accountability will be delegated appropriately down the organisation.
- Management will support clarity in responsibility and accountability and focus on outcomes.
- There will be effective and efficient processes and systems in place.

#### Good Communication and Feedback Opportunities

- Good relationships will be developed between the various parts of the Shire.

#### Learning and Development

- Decision making processes will incorporate appropriate consultation, knowledge management and involvement.
- There will be learning and development programs for Elected Members and Officers designed to meet their skills and knowledge requirements.

### Ethical Behaviour and Conduct

- The Code of Conduct and ethics will be owned and lived, particularly by leaders throughout the organisation.
- The Council, Shire President, CEO and senior management will be models of appropriate behaviour.

### Conflict of Interest Management

- An effective induction program will reinforce the organisation's culture so all people associated with the organisation recognise where conflict of interest may arise and how relevant action can be taken.
- There will be agreement about different, yet complementary, roles of Councillors and officers.

### Support for Frankness and Openness

- Opportunities will be provided for open and frank exchange between Elected Members, management and staff.
- Effective feedback mechanisms from the community will be established and maintained.

### Confidentiality

- Where issues of confidentiality arise, the Shire will be transparent about instances where confidentiality will be protected.

### Innovation

- The Shire will recognise it operates in a changing environment and therefore must be aware of opportunities in those changes required to improve the way the Shire operates.
- The Shire staff will be encouraged to take reasonable efforts to keep abreast of current best practice and up to date technologies.

## Roles, Responsibilities and Relationships

### Working Relationships

“There are effective working relationships promoted and supported within and between the Shire President, councillors, CEO and administration”.

Effective working relationships are promoted and/or supported by and between the Shire President, councillors, CEO and staff. It is a requirement staff contact by Elected Members is made through the CEO. Should an Elected Member wish to contact any staff member directly, a request shall first be made to the CEO, who will assess the request and advise the Elected Member of his/her decision.

Good corporate governance requires clear identification and definitions of responsibility and a clear understanding of relationships between the organisation's stakeholders and those responsible for managing its resources.

Very important relationships are those between:

- The Shire President and the Councillors;
- Elected Members and Elected Members;
- The Shire President and the CEO;
- Elected Members and the CEO.

Effective relationships are achieved and maintained at the Shire through:

- Parties agreeing on and respecting the differences in their roles.
- Protocols being established based on the agreements about roles and responsibilities being followed.
- Information and discussion about the various roles being included in Councillors' induction processes.
- Goodwill on the part of all parties to make governance work and being a prepared to tackle problems when they arise.
- A common understanding the political activities of Council are legitimate as local government is a formal level of government and Councillors are accountable to their constituents as well as to the Shire as a whole.
- Councillors have to be able to address these accountability requirements in a constructive manner.



## Council - Roles and Responsibilities

Under the Act Council is a body corporate with perpetual succession, a common seal, and is charged with responsibilities. The Shire has interpreted these responsibilities as they are contained in the Act in conjunction with the Shire's governance framework and this governance framework and statement document provides the following guidance on the range and scope of these following roles:

**(a) Directs and controls the Shire affairs.**

This role encompasses strategic planning mechanisms to ensure the continued viability and performance of the organisation, the setting of strategic goals for the organisation and the monitoring of the Shire's performance against these strategic goals.

**(b) Is responsible for the performance of the Shire functions.**

This role provides for the Council to bear the ultimate responsibility for the performance of the Shire's functions, but not its day to day operations, which are the responsibility of the CEO. The Council exercises this responsibility through the development of appropriate governance frameworks, including delegations of authority, and in the determination of an appropriate organisational structure in consultation with the CEO.

**(c) Oversees the allocation of the Shire finances and resources.**

The Council exercises this role by adopting the Shire's budget and long-term financial plans. It is advised by officers of the Shire who are responsible for the development of appropriate financial controls and strategic documents.

**(d) Determines the Shire policies.**

The role of Council in setting policy is most effective when policies are developed in consultation with the CEO who will then implement them through the development of appropriate management practices and work processes with staff.

Council policy should set the standards for the organisation to achieve and make strategic policy decisions to guide staff in their decision-making processes.

## Role of Elected Representation

The Council consists of eight members including the Shire President. Councillors are elected by the community. The Shire President is elected by the Councillors. Local Government elections are conducted biennially on a fixed date prescribed by the Act, with candidates elected to the office of Councillor for a four (4) year period. The Council elected President is for a two (2) year period.

Each individual Councillor has a legislative requirement to fulfil this role. This governance framework provides guidance to Councillors on how they perform this role at the Shire.

Individually Councillors have a responsibility to act as a conduit between the community and the Shire. Not only must they represent the interest of the broader community on the Council, but also as community leaders they must always represent the interests of the Shire.

While Councillors may be elected from an individual location of the Shire, their primary obligation is to represent the interests of the broader community. It is not appropriate for individual Councillor's constituent concerns to interfere with their decision-making processes in providing good governance of the Shire as a whole.

Councillors are responsible and ultimately accountable for long term financial planning, the annual budget and monitoring financial performance. In doing so, each individual elected member accepts a joint and individual responsibility for the financial outcomes.

Accountability and transparency is also facilitated through the standards and behaviour maintained by members – most notably, through their adherence to legislation governing declarations of financial and other interest where these arise, together with associated implications for participation in any debate.

Elected Members rely on:

- Financial advice and information from administration;
- Input from internal and external auditors.

Elected Members must also seek whatever additional information they need to make informed decisions through appropriate channels.

## Responsibilities of Council

The responsibilities of Council can be categorised into the following three key areas:

**Legislative** - If considered necessary, the Council is responsible for adopting local laws to reflect current community standards and provide for the good governance of the Shire. Council when making local laws must be aware of their legislative effect.

**Executive** - The Council is responsible for overseeing the executive functions of the Shire and determines appropriate policies, strategies and functions for the CEO to implement.

**Quasi - judicial** - The Council is responsible for applying factual situations to the legislative regime in a quasi-judicial manner under the Local Government Act, Town Planning and Development Act and other relevant legislation.

### **Accountability, stewardship, sustainability and innovation focus.**

Accountability objectives are most effectively pursued where the focus of Elected Members of Council centres upon:

- Strategic planning, policy development and defining scope for delegation of powers and functions;
- Allocating the Shire's resources to the CEO;
- Monitoring performance of the Shire against adopted strategies and objectives;
- Representing the interests of the community;
- Appointing the CEO and participating in the performance review process of this officer.

Accordingly, the Council is required to be accountable and transparent by undertaking deliberations and making resolutions within a framework which is factually based, non-prejudicial and relevant to issues at hand.

## Limitation of Member Liability

The Shire has the legal capacity of a natural person. As such, the Shire may instigate legal proceedings in its corporate name and have proceedings taken against it. Section 9.56 of the Act, (as below) specifies the limitation Councillors must be aware of when taking office.

Section 9.56 of the WA Local Government Act 1995 Division 4 — Protection from liability

Certain persons protected from liability for wrongdoing 9.56.

1. A person who is — (a) a member of the council, or of a committee of the council, of a local government; (b) an employee of a local government; or (c) a person appointed or engaged by a local government to perform functions of a prescribed office or functions of a prescribed class, is a protected person for the purposes of this section.
2. An action in tort does not lie against a protected person for anything that the person has, in good faith, done in the performance or purported performance of a function under this Act or under any other written law.
3. The protection given by this section applies even though the thing done in the performance or purported performance of a function under this Act or under any other written law may have been capable of being done whether or not this Act or that law had been enacted.
4. This section does not relieve the local government of any liability that it might have for the doing of anything by a protected person.
5. In this section — (a) a reference to the doing of anything includes a reference to the omission to do anything; 314 Local Government Act 1995 No. 74 s. 9.57 (b) a reference to the doing of anything by a protected person in the performance or purported performance of a function under any written law other than this Act is limited to a reference to the doing of anything by that person in a capacity described in subsection (1) (a), (b) or (c), as the case may be.

It is largely due to such legislative-based requirements local governments have embraced strategies designed to mitigate the liability of members and officers, with liability insurance protection and risk management now serving as a significant element of corporate governance frameworks.

It is for these reasons many organisations have developed and implemented processes for identifying, analysing and mitigating risks, which could prevent the achievement of business objectives. These organisations have put control activities in place to manage risk throughout the organisation by developing risk management plans which cover activities as diverse as (yet not limited to) reviews of operating performance, information technology and management information systems.

### The Role of the Shire President – Section 2.8 of the Act

- preside at meetings in accordance with the Act;
- provide leadership and guidance to the community;
- carry out civic and ceremonial duties on behalf of the Shire;
- speak on behalf of the Shire;
- perform such other functions as are given to the Shire President by the Act or any other written law;
- liaise with the CEO on the Shire affairs and the performance of its functions; and
- otherwise fulfil the role of Councillor.

### The Role of the Deputy Shire President – Section 2.9 of the Act

Perform the functions of the Office of Shire President if it is vacant or perform the functions of the Shire President if the Shire President is not available or is unable or unwilling to perform the functions.

### Statutory Role of Councillors – Section 2.10 of the Act

- represent the interests of electors, ratepayers and residents of the Shire;
- provide leadership and guidance to the Shire community;
- facilitate communication between the community and the Council;
- participate in the Shire decision making processes at Council and Committee meetings; and
- perform such other functions as are given to a Councillor by this Act or any other written law.

### Role of the CEO Role – Section 5.41 of the Act

- advise the Council in relation to the functions of the Shire under the Act and other written laws;
- ensure advice and information is available to the Council to ensure informed decisions can be made;
- cause Council decisions to be implemented;
- manage the day to day operations of the Shire;
- liaise with the Shire President on the Shire affairs and the performance of the Shire's functions;
- speak on behalf of the Shire if the Shire President agrees;

- be responsible for the employment, management, supervision, direction and dismissal of other employees (subject to Section 5.37 (2) in relation to senior employees);
- ensure records and documents of the Shire are properly kept for the purposes of the Act, or any other written law; and
- perform any other function specified or delegated by the Shire or imposed under the Act or any other written law as a function to be performed by the CEO.

Section 5.42 of the Act enables the Shire to delegate in writing to the CEO, the capacity to exercise any of its powers or duties, with the exception of those relating to:

- actions in which decisions of an absolute majority or a 75% majority of the Council is required;
- acceptance of a tender which exceeds an amount as determined by the Council;
- appointment of an auditor;
- acquisition or disposal of any property valued at an amount exceeding an amount determined by the Council for the purposes of this paragraph;
- any of the Council's powers under Sections 5.98A, 5.99A or 5.100 (determining fees, allowances and expenses of members and Committee members);
- borrowing money on behalf of the Shire;
- hearing or determining an objection of a kind referred to in Section 9.5;
- (carrying out any power or duty requiring the approval of the Minister or the Governor); or
- such other powers or duties as may be prescribed.

This clear separation of elected member and CEO roles and responsibilities as identified within the Act reinforces good governance principles. It also ensures the Shire adheres to all statutory requirements whilst meeting the expectations of its community.

### Executive Management Role

In undertaking its functions and responsibilities, Council is supported by the CEO and an Senior Staff. The Executive Management Team, comprising of the CEO and staff as determined by the CEO, meets regularly as a basis for ensuring effective coordination of the Shire's operations and implementation of Council resolutions. These meetings are complemented by operational meetings (Administration meetings and works tool box meetings) to enable management information dissemination and to receive feedback from officers.

## Decision Making

### Agenda Setting

- an effective and efficient strategic planning process which produces owned strategic goals; and
- processes being in place which ensures Council plans are properly implemented.

### Information Gathering

- ensuring the information gathered is sufficient to allow a decision to be made;
- ensuring an effective process within the administration to convert information into advice;
- providing good quality and timely Council reports, which provide the necessary information, options and clear recommendations. The reports will always incorporate the corporate view of the issue in question, the financial impacts, effects on Integrated Plans, consultation and any risks;
- having workable and productive consultation processes in place ensures decision-makers are aware of the views of those whom the decision affects;
- a sound process for identifying and distilling data into appropriate information;
- agendas being structured so as to facilitate good decision-making processes.

### Opinion Formation

- This will be achieved through ensuring Elected Members understand the issues and have enough information provided to make an informed decision.

### Decision-making

- Council and committee meetings being well chaired and conducted in accordance with Council Standing Orders Local Law 2016;
- facilitating participation and involvement while ensuring debate is relevant and succinct;
- robust debate which ensures all issues are aired. Although it is robust, the debate is conducted with courtesy and respect;
- the Chair attempting to find common ground amongst Elected Members; opportunities being available for the community to participate appropriately;
- delegations where appropriate.

### Implementation

- decisions being implemented in a timely manner;
- solidarity amongst the Councillors once a decision has been made;
- confidentiality being maintained wherever necessary.

## Financial Management

“There should be robust and transparent financial management established and maintained to meet local government’s accountability to its stakeholders, particularly in terms of stewardship of community assets, both now and into the future”.

The Council will achieve this by:

- Ensuring management have service delivery strategies to reflect the services and projects identified for the relevant financial year as shown in the Corporate Plan.
- Approve each year’s annual budget in accordance with the adopted service delivery strategies as shown in the Corporate Plans and the Long-Term Financial Plan.
- Council, through policy, will determine the appropriate mix between borrowing for capital works and funding them from revenue. Council will consider the implications of its decisions on the level of capital works and asset maintenance.

## Funding Strategic Objectives

Section 5.56 of the Act requires a local government to prepare a plan for the future. The Council must know the direction it is going long term. Its vision and goals must be properly reflected in the Strategic Community Plan. Council will take its final decisions about the content of the Strategic Community Plan based on an understanding of the long-term financial consequences of their decisions.

## Long-Term Financial Planning

Elected Members, sitting as Council, will determine the Long-Term Financial Plan, and be accountable for the process of developing it. The delivery of the services identified in the Long-Term Financial Plan will be in accordance with the Shire’s strategic direction. The financial strategy should be consistent with the Council’s Strategic Community Plan and it must be able to fund its projects, functions and service improvements. Information will be presented to Council by officers through reports to enable Council to make informed decisions.

The Shire’s Long-Term Financial Plan will detail the significant programs and activities to be undertaken by the Shire over the next ten years and roll on each year with amendments and additions. The Plan provides a broad overview of where financial resources of the Shire will be directed over this period and the manner in which these activities will be funded. The implementation of a Long-Term Financial Plan (LTFP) can be used to align capital and operating expenditure requirements with income streams and comply with Council’s rating strategy and policy incorporated in the LTFP.



## **The Rating System**

The rating system at the Shire will reflect the Council's strategy and vision for the future of the Shire. The rating levels and mix will represent a fair distribution of the rate burden across the community. Council's approach to rating will incorporate the concept of intergenerational equity; (i.e. the way the rating burden is spread between current and future generations of ratepayers of the Shire). Council will be informed whether the rates outcome, which was envisaged in the LTFP, is still appropriate and consistent with all objectives of the Strategic Community Plan. Mindful of the role outlined under Section 2.10 of the Act, Councillors must assess if the budget delivers what the Council wishes to achieve.

## **Annual Budget**

Developed as part of sound business management, the annual budget provides a framework for allocation of financial, physical and staff resources required in pursuing the Shire's objectives for the proceeding twelve-month period. The Manager Finance and Corporate Services (MFCS) will annually develop a budget preparation timetable and process to meet Council's statutory requirements and give enough time to resolve major issues. The CEO and MFCS will ensure Council and staff are given adequate time to have the opportunity to work through key issues. Council's Long-Term Financial Plan will provide broad guidance for the budget. The Long-Term Financial Plan will be reviewed at least annually to incorporate the long term impact of any significant changes or decisions which are not consistent with the current plan.

## **Statutory Compliance**

The Shire recognises when decisions are made by Council, when resolutions are acted upon and when performance outcomes are reported, it is important the requirements of any legislation and/or regulations are complied with, especially because of the reporting requirements of the Compliance Audit Return. Compliance will be pursued through ensuring the integrity of the key financial planning and reporting mechanisms which underpin the Shire's operations – especially the Annual Budget and Annual Report.

Compliance with key financial and statutory requirements is assessed through the audit schedule conducted in accordance with the Act by professionally qualified internal and external parties as appointed by the Shire. Financial reporting to Council will, as a minimum, be in accordance with its statutory requirements.

## **Content**

The focus of financial reports to Council is to provide accurate information about the Shire's overall financial position. Councillors, when considering the financial reports, will satisfy themselves the information they are given reflects the actual situation of the Shire. Councillors will ensure they understand sufficiently about the financial indicators for them to ask appropriate questions and interpret the responses.

## **Annual Report**

The Annual Report has its basis in the Act, but also serves as the vehicle by which the Shire can evaluate, monitor, control, improve and report on the outcome of its activities over a particular financial year. The Annual Budget should reflect the priorities expressed in the Strategic Community Plan and the Annual Report should indicate the extent to which those priorities have been achieved.

## **Services and Funds**

Council will:

- have appropriate user charges for its services and facilities.
- be mindful of the proportion of financial resources required to meet operational and capital costs for the Shire.
- comply with government policy.
- where appropriate, seek to obtain other avenues of financial assistance such as grants, being mindful of financial and management obligations of accepting any grant
- ensure costs can be recognised, recorded and recovered appropriately.

## **Capital Works Debt Servicing**

- Key assets will be maintained.
- Any borrowing must be sustainable and not impose an unacceptable level of debt servicing.
- Council will be informed on the proportion of financial resources required to service debt and decide whether it is appropriate for the Shire.

## **Accountability and Policy**

- Council will meet legislative and financial reporting requirements.
- Council will meet accountability requirements to the community in terms of stewardship of assets.
- Council will strive to achieve best practice in financial policies and practices.
- Council will strive to leave an appropriate legacy for future Councils.

## **Audit**

The Local Government Act 1995 (the Act) requires all local governments establish an audit and risk committee. This committee plays a key role in assisting a local government to fulfil its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, legislative compliance, ethical accountability and the internal and external audit functions. Ref: Audit in Local Government - The appointment,

## function and responsibilities of Audit Committees; Local Government Operational Guidelines – Number 09 Revised September 2013

### **Risk Management**

An effective approach to the identification, assessment, monitoring and management of risks should be established and maintained. The Shire's performance in implementing effective risk management strategies and adherence to sound business practice is reinforced through access to independent legal advice (as required), the completion of the annual statutory Compliance Audit Report (internal) and the annual financial audit undertaken by professional, external auditors as required by the Act. The Shire also maintains a wide range of assets that include infrastructure assets; real property; financial assets; information, intellectual property, natural and heritage assets.

As required by regulations, the Shire takes an active approach to risk management in the conduct of its business through the implementation of a number of specific and organisation wide initiatives. This risk management strategy involves the Shire identifying, collating and treating all the identified risk (internal and external) to ensure a coordinated approach to effectively minimise business, financial and physical liability to the Shire's operations. The Council will ensure the risk management program is of the standard required to meet its fiduciary obligations to:

- safeguard assets
- ensure there are enough monies to meet its financial obligations when due prevent and detect fraud
- ensure accuracy and completeness of accounting records.

### **Delegations**

Effective delegations should be implemented and maintained. Delegations of authority are required in order to provide officers of the Shire with the power to exercise duties and make determinations. It is essential Council's delegations are performed in accordance with the adopted governance framework and are compliant with relevant legislation. The Shire is required to keep records on the exercise of its delegations. Council may delegate authority to the CEO and other nominated officers under the provisions of the following legislations (yet not limited to), the Local Government Act 1995, Local Government (Miscellaneous Provisions) Act 1960, Building Act 2011, Health Act 1911, Strata Titles Act 1985, Caravan Parks and Camping Grounds Regulations 1987, Bushfire Act 1954, Emergency Management Act, Litter Control Act, Dog Act, Cat Act and the Shire, Town Planning Scheme to perform some of its functions and duties.

The Local Government Act and associated regulations allow the CEO to sub-delegate to any other officer the authority to perform functions and duties exercisable by the CEO under the Local Government Act or have been delegated to the CEO by the Council.

This is in accord with a governance framework whereby officers are responsible to the CEO and the CEO is responsible to Council. The CEO is also responsible for the implementation of Council decisions and may delegate some of this responsibility to other officers of the Shire.

All delegations are to be recorded in a register established for the purpose (as required by the Act) and reviewed annually. The CEO will advise Council of any decisions made under delegated authority.

Under the provisions of Town Planning Scheme Council may delegate authority to certain officers other than the CEO. If such a delegation is exercised Council shall be advised.

## Accountability

“Local government must account for its activities and have systems to support this accountability”

Excellence in governance is based on the premise of those who are involved in governance being held accountable for what they do. Accountability at the Shire means the Elected Members and management taking responsibility for their performance.

Elected Members and management at the Shire accept they are accountable under legislation in terms of how the Council operates and reports. This also extends to other measures such as:

- Risk management systems implemented and maintained to ensure community assets are protected.
- Internal and external audits and Finance & Audit committee focused towards providing assurances to all stakeholders the processes and procedures are being adhered to and financial reports are accurate.
- Consultation and policies to support good decision making by ensuring Elected Members are aware of the views of those who will be affected by any decision.

## Operational and Strategic Performance Management

There should be an active performance management system in place to enable Elected Members and staff to be openly accountable for their performance.

The Shire hope to establish a range of mechanisms to ensure performance is measured, reviewed and improved and thereby enable remedial action to be taken, where necessary. The Shire is committed to the development of appropriate performance measures in financial policies and strategic plans to ensure long term viability. Ongoing financial performance will continue to be monitored through internally and externally based systems and processes. Effective coordination between the strategic and operational elements will be maintained through a regular report to Council which is based on the Strategic Community Long Term Financial Plans.

## CEO Performance Management

The CEO is appointed by the Council and is directly accountable to it. The Council is accountable for setting the CEO's performance plan and subsequent monitoring of his or her performance. This responsibility belongs to Council sitting as the Council and is not the responsibility of individual Elected Members.

Council appoints a CEO's Performance Review Working Group which is responsible for:

- Determining and setting in place an appropriate review process.
- Undertaking a performance appraisal of the CEO in accordance with the provisions of Section 5.38 of the Local Government Act 1995 and in accordance with the terms and conditions of the employment contract of the CEO.

- The Working Group will then report to the full Council its determination on the performance appraisal for Council input and endorsement for:
- Negotiating and setting goals, objectives, key performance indicators and changes to the remuneration package within the terms of the CEO's contract.
- Any goals, objectives, key performance indicators or remuneration package changes so negotiated, and set, must be acknowledged in writing by both the Shire President and the CEO.

### **Independent Review**

Local governments should continue with existing internal structures to provide for independent reviews of processes and decision-making to assist the Council to meet its accountability to stakeholders". Independent Reviews will be sought as appropriate through Internal and external auditors as appropriate.

### **Customer Consultation**

"Consultation should be undertaken appropriate to the scope and potential impact of the matter. It should respect the position and opinion of all stakeholders. The outcomes of the consultation should be taken into account when the decision is made, and feedback should be provided to those who participated." It reflects the core values (i.e. Respect, Openness, Teamwork, Leadership and Excellence) as important elements in serving the needs of residents and ratepayers.

The Shire is prepared to explore new and innovative methods of service delivery in order to provide improved access to information and enhance customer interaction.

The Shire is committed to fostering high levels of public awareness of its activities, by providing its residents and ratepayers with access to a wide range of information. Any policy or planning developments will be fully inclusive of the affected areas.

In addition to meeting the state wide and local public notice requirements prescribed by the Act in respect to proposals and activities, the Shire will also ensure information is available by electronic means. The Shire will utilise the local press for notifying residents about important issues. Information will also be posted on its official notice board located at the Administration Centre. The Shire Newsletter will continue in its role as a mechanism for disseminating information and encouraging feedback on key strategies, projects and significant Shire events.

The Shire's website at: [www.yalgoo.wa.gov.au](http://www.yalgoo.wa.gov.au) will serve as the focal point for providing up to date information and service delivery information to ratepayers and residents.

Public consultation involving residents and ratepayers is facilitated by the Shire through a range of mechanisms which include; information provision, consultation, public comment, Ordinary, Special and Annual General Meetings.

## Support for Elected Members in the Governance Process

Elected Members are encouraged to attend professional development offered by the Local Government Department, WA Local Government Association or any other appropriate body/individual to better enable them to carry out their duties. Professional development needs, advice or resources can be facilitated by the CEO or relevant delegated officers.

### Standards of Conduct

The Shire Code of Conduct provides Councillors and Staff at the Shire with consistent guidelines for an acceptable standard of professional conduct. The Code addresses the broader issue of ethical responsibility and encourages greater transparency and accountability in the operations of the Council and Administration.

The Code is complementary to the principles adopted in the Local Government Act 1995 and regulations which incorporates four fundamental aims to result in:

- Better decision-making by Council;
- Greater community participation in the decisions and affairs of Council;
- Greater accountability by Council to its communities; and
- More efficient and effective organisation.

The Code requires a commitment to ethical and professional behaviour and outlines principles in which individual and collective responsibilities may be based. The Shire of Yalgoo's Code of Conduct is found in Section Four of this Governance and Policy Manual.

### Enforcement of the Code

Any Elected Member, Committee Member or Council employee having concerns with regard to an actual, perceived, potential, intended or unintended breach of either the specific provisions or the spirit of the Code of Conduct, or any provisions of the Local Government Act 1995 or such regulations or local laws created there under or any other relevant legislation, should discuss those concerns with the Shire President for Elected Members or CEO for Council employees.

Such reports shall be treated in the strictest confidence until such time as an appropriate investigation has been undertaken. Any actions taken as a result of a breach will be made in accordance with the provisions of any applicable legislative requirements and the local government's responsibilities as an employer.

It should be noted the Corruption and Crime Commission Act 2003 requires the reporting to the Commission by all public sector agencies of suspected "misconduct" within their agency. Misconduct generally occurs when a public officer abuses authority for personal gain or to cause a detriment to another person or acts contrary to the public interest.

### **Reporting Alleged Breaches of the Code**

- Councillors will report an alleged breach by a Councillor or employee to the President who will in turn refer the alleged breaches by an employee to the CEO.
- Employees will report an alleged breach by a Councillor or employee to the CEO who will in turn refer alleged breaches by a Councillor to the President.
- Councillors and employees will report an alleged breach by the CEO to the President.
- Councillors will report an alleged breach by the President to the Deputy President.

### **Responsibility for Upholding the Code**

- All Council members have a shared responsibility for upholding the Code.
- The President is responsible for dealing with alleged breaches of the Code by a Councillor or the CEO.
- The CEO is responsible for dealing with an alleged breach by an employee.
- The Deputy President is responsible for dealing with an alleged breach by the President.

### **Dealing with Alleged Breaches**

- All alleged breaches will be investigated promptly while the issue is current.
- The investigation of an alleged breach will be dealt with in a sensitive nature, guided by the principles of natural justice and will be investigated in confidence.
- When investigating an alleged breach, the investigator will maintain all records of the investigation.
- A breach of the Code will be dealt with in a manner deemed appropriate by the investigator taking into consideration the nature and the seriousness of the breach.
- After investigating the alleged breach, the investigator will advise the relevant parties of the outcome.



## Part Four – Key Documents, Policies and Procedures for Council

### Policy 1.1 – Shire of Yalgoo Code of Conduct for Council Members, Committee Members and Candidates

History	Adopted 19 July 2007
Former Policy	1.1 November 2020 Governance Organisational Policy Manual C2021-0413 Code of Conduct
Amended / confirmed	Review 30 <sup>th</sup> July 2021

#### Policy Statement

This Policy is adopted in accordance with section 5.104 of the Local Government Act 1995.

#### Division 1 — Preliminary provisions

##### 1. Citation

This is the Shire of Yalgoo Code of Conduct for Council Members, Committee Members and Candidates.

##### 2. Terms used

(1) In this code —

**Act** means the Local Government Act 1995;

**candidate** means a candidate for election as a council member;

**complaint** means a complaint made under clause 11(1);

**publish** includes to publish on a social media platform.

(2) Other terms used in this code that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

#### Division 2 — General principles

##### 3. Overview of Division

This Division sets out general principles to guide the behaviour of council members, committee members and candidates.

##### 4. Personal integrity

(1) A council member, committee member or candidate should —

- (a) act with reasonable care and diligence; and
  - (b) act with honesty and integrity; and
  - (c) act lawfully; and
  - (d) identify and appropriately manage any conflict of interest; and
  - (e) avoid damage to the reputation of the local government.
- (2) A council member or committee member should —
- (a) act in accordance with the trust placed in council members and committee members; and
  - (b) participate in decision making in an honest, fair, impartial and timely manner; and
  - (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
  - (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

## **5. Relationship with others**

- (1) A council member, committee member or candidate should —
- (a) treat others with respect, courtesy and fairness; and
  - (b) respect and value diversity in the community.
- (2) A council member or committee member should maintain and contribute to a harmonious, safe and productive work environment.

## **6. Accountability**

A council member or committee member should —

- (a) base decisions on relevant and factually correct information; and
- (b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and
- (c) read all agenda papers given to them in relation to council or committee meetings; and
- (d) be open and accountable to, and represent, the community in the district.

## **Division 3 — Behaviour**

### **7. Overview of Division**

This Division sets out —

- (a) requirements relating to the behaviour of council members, committee members and candidates; and
- (b) the mechanism for dealing with alleged breaches of those requirements.

### **8. Personal integrity**

(1) A council member, committee member or candidate —

- (a) must ensure that their use of social media and other forms of communication complies with this code; and
- (b) must only publish material that is factually correct.

(2) A council member or committee member —

- (a) must not be impaired by alcohol or drugs in the performance of their official duties; and
- (b) must comply with all policies, procedures and resolutions of the local government.

### **9. Relationship with others**

A council member, committee member or candidate —

- (a) must not bully or harass another person in any way; and
- (b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and
- (c) must not use offensive or derogatory language when referring to another person; and
- (d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and
- (e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.

### **10. Council or committee meetings**

When attending a council or committee meeting, a council member, committee member or candidate —

- (a) must not act in an abusive or threatening manner towards another person; and

- (b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and
- (c) must not repeatedly disrupt the meeting; and
- (d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and
- (e) must comply with any direction given by the person presiding at the meeting; and
- (f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

#### **11. Complaint about alleged breach**

- (1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.
- (2) A complaint must be made —
  - (a) in writing in the form approved by the local government; and
  - (b) to a person authorised under subclause (3); and
  - (c) within 1 month after the occurrence of the alleged breach.
- (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

#### **12. Dealing with complaint**

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.
- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
  - (a) take no further action; or
  - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.
- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
  - (a) engage in mediation;

- (b) undertake counselling;
  - (c) undertake training;
  - (d) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
- (a) its finding and the reasons for its finding; and
  - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

### **13. Dismissal of complaint**

- (1) The local government must dismiss a complaint if it is satisfied that —
- (a) the behaviour to which the complaint relates occurred at a council or committee meeting; and
  - (b) either —
    - (i) the behaviour was dealt with by the person presiding at the meeting; or
    - (ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.
- (2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

### **14. Withdrawal of complaint**

- (1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.
- (2) The withdrawal of a complaint must be —
- (a) in writing; and
  - (b) given to a person authorised under clause 11(3).

### **15. Other provisions about complaints**

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

## Division 4 — Rules of conduct

### 16. Overview of Division

- (1) This Division sets out rules of conduct for council members and candidates.
- (2) A reference in this Division to a council member includes a council member when acting as a committee member.

### 17. Misuse of local government resources

- (1) In this clause —

***electoral purpose*** means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the *Electoral Act 1907* or the *Commonwealth Electoral Act 1918*;

***resources*** of a local government includes —

- (a) local government property; and
  - (b) services provided, or paid for, by a local government.
- (2) A council member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

### 18. Securing personal advantage or disadvantaging others

- (1) A council member must not make improper use of their office —
  - (a) to gain, directly or indirectly, an advantage for the council member or any other person; or
  - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

### 19. Prohibition against involvement in administration

- (1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.
- (2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

### 20. Relationship with local government employees

- (1) In this clause —

***local government employee*** means a person —

- (a) employed by a local government under section 5.36(1) of the Act; or

- (b) engaged by a local government under a contract for services.
- (2) A council member or candidate must not —
  - (a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or
  - (b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or
  - (c) act in an abusive or threatening manner towards a local government employee.
- (3) Subclause (2)(a) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.
- (4) If a council member or candidate, in their capacity as a council member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the council member or candidate must not orally, in writing or by any other means —
  - (a) make a statement that a local government employee is incompetent or dishonest; or
  - (b) use an offensive or objectionable expression when referring to a local government employee.
- (5) Subclause (4)(a) does not apply to conduct that is unlawful under *The Criminal Code* Chapter XXXV.

## 21. Disclosure of information

- (1) In this clause —
 

**closed meeting** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;

**confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

**document** includes a part of a document;

**non confidential document** means a document that is not a confidential document.
- (2) A council member must not disclose information that the council member —
  - (a) derived from a confidential document; or
  - (b) acquired at a closed meeting other than information derived from a non confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —

- (a) at a closed meeting; or
- (b) to the extent specified by the council and subject to such other conditions as the council determines; or
- (c) that is already in the public domain; or
- (d) to an officer of the Department; or
- (e) to the Minister; or
- (f) to a legal practitioner for the purpose of obtaining legal advice; or
- (g) if the disclosure is required or permitted by law.

## **22. Disclosure of interests**

- (1) In this clause —

***interest*** —

- (a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
  - (b) includes an interest arising from kinship, friendship or membership of an association.
- (2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the council member must disclose the nature of the interest —
- (a) in a written notice given to the CEO before the meeting; or
  - (b) at the meeting immediately before the matter is discussed.
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know —
- (a) that they had an interest in the matter; or
  - (b) that the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.
- (5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —
- (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
  - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.



- (6) Subclause (7) applies in relation to an interest if —
  - (a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
  - (b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.
- (7) The nature of the interest must be recorded in the minutes of the meeting.

**23. Compliance with plan requirement**

If a plan under clause 12(4)(b) in relation to a council member includes a requirement referred to in clause 12(6), the council member must comply with the requirement.

## Complaint About Alleged Breach Form - Code of conduct for council members, committee members and candidates

Schedule 1, Division 3 of the *Local Government (Model Code of Conduct) Regulations 2021*

**NOTE:** A complaint about an alleged breach must be made —  
 (a) in writing in the form approved by the local government  
 (b) to an authorised person  
 (c) within one month after the occurrence of the alleged breach.

Name of person who is making the complaint:
Name: _____ <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><u>Given Name(s)</u></span> <span><u>Family Name</u></span> </div>

Contact details of person making the complaint:
Address: _____  Email: _____  Contact number: _____

Name of the local government (city, town, shire) concerned:

Name of council member, committee member, candidate alleged to have committed the breach:

**State the full details of the alleged breach. Attach any supporting evidence to your complaint form.**

**Date of alleged breach:**

\_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

**SIGNED:**

**Complainant's signature:** .....

**Date of signing:** \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

**Received by Authorised Officer**

**Authorised Officer's Name:** .....

**Authorised Officer's Signature:** .....

**Date received:** \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

**NOTE TO PERSON MAKING THE COMPLAINT:**

This form should be completed, dated and signed by the person making a complaint of an alleged breach of the Code of Conduct. The complaint is to be specific about the alleged breach and include the relevant section/subsection of the alleged breach.

The complaint must be made to the authorised officer within one month after the occurrence of the alleged breach.

**Signed complaint form is to be forwarded to: [ceo@yalgoo.wa.gov.au](mailto:ceo@yalgoo.wa.gov.au) or  
37 Gibbons St, YALGOO WA 6635**

## Policy 1.1b – Shire of Yalgoo Code of Behavior Complaint Management Policy

History	New
Former Policy	1.1 November 2020 Governance Organisational Policy Manual C2021-0413 Code of Conduct
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Policy Objective

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

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

### Policy Scope

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

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

### Definitions

**Act** means the *Local Government Act 1995*.

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

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

**Breach** means a breach of Division 3 of the Shire of Yalgoo's Code of Conduct for Council Members, Committee Members and Candidates.

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

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

**Code of Conduct** means the Shire of Yalgoo's Code of Conduct for Council Members, Committee Members and Candidates.

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

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

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

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

**Complaint Assessor** means the Behaviour Complaints Officer or a person appointed by the Behaviour Complaints Officer in accordance with Part 2.2 and Part 3.8 of this Policy.

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

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

**Council** means the Council of the Shire of Yalgoo.

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

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

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

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

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

## Policy Statement

### 1. Principles

#### 1.1. Procedural fairness

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

the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;

the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and

any findings made will be based on proper and genuine consideration of the evidence.

#### 1.2. Consistency

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

#### 1.3. Confidentiality

There is no direct statutory provision for confidentiality of behaviour breach allegations under the Act or Local Government (Model Code of Conduct) Regulations 2021. However the Shire of Yalgoo will take the following steps to protect both the Complainant and Respondent.

In order to allow the Respondent to understand and respond to the complaint against them, the name of the Complainant will be provided to the Respondent, unless the Complainant provides reasons this should not occur.

The Complainant's contact information will not be provided to the Respondent.

The Complainant's name and contact information will not be included in any publicly available documents such as meeting agenda or minutes.

The Complainant should be aware that Complaint Documents may be subject to an FOI request, noting that they must be consulted before any documents are released, and exemptions may apply.

#### **1.4. Accessibility**

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

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

The Shires Behaviour Complaints Officer is the Chief Executive Officer who can be contacted on 0417 484 840 or [ceo@yalgoo.wa.gov.au](mailto:ceo@yalgoo.wa.gov.au)

## **2. Roles**

### **2.1. Behaviour Complaints Officer**

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

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

The Behaviour Complaints Officer will liaise with and provide administrative support to a Complaint Assessor appointed under this Policy.

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

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

### **2.2. Complaint Assessor**

The Complaint Assessor is appointed by the Behaviour Complaints Officer in accordance with Part 3.8 of this Policy if, by their own opinion, the Behaviour Complaints Officer believes they are unable to act as a Complaint Assessor due to an actual or perceived bias.

The Complaint Assessor will be an impartial third party who will undertake the functions specified in this Policy if the Behaviour Complaints Officer does not believe they can act impartially or that they have sufficient time or experience to carry out an investigation. In undertaking their functions, the Complaint Assessor will apply the Principles of this Policy.

The Behaviour Complaints Officer may appoint a Complaint Assessor at any point during this process with notice to all parties that this has occurred.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to manage the administrative requirements of dealing with the Complaint in accordance with this Policy.

A Complaint Assessor should request a written response from the Respondent and review all documents provided (the Complaint Documents, any Local Government Records identified by the Behaviour Complaints Officer, and Response Documents). If they believe an investigation is required the scope of the investigation shall be determined by the Behaviour Complaints Officer in accordance with the Shires Budget and Purchasing Policy.

### **2.3. Behaviour Complaints Committee**

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

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

#### **Behaviour Complaints Committee Terms of Reference**

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

The extent of authority provided to the Behaviour Complaints Committee is specified in the relevant Delegated Authority, and includes:

- Dismissing a behaviour complaint in accordance with clause 13 of the Code of Conduct and providing reasons for any such dismissal.
- Making a Finding as to whether an alleged complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than it did not occur [*clause 12(3) of the Code of Conduct*].
- Determining reasons for such a Finding.
- Where a Finding is made that a breach has occurred, determining:
  - To take no further action; or
  - Prepare and implement a plan to address the behaviour of the person to whom the complaint relates.

The extent of authority of the Behaviour Complaints Committee is limited by Condition of the Delegated Authority.



## **Membership**

The Complaints Committee is a Committee of Council Members only in accordance with s.5.9(2)(a) of the Act.

Membership of the Behaviour Complaints Committee will comprise of all Council Members with the following condition:

The Delegated Authority Condition prescribes that if an appointed Committee Member is identified in the Complaint as either the Complainant or the Respondent, they are to recuse themselves from the Committee's Function by providing an apology. From the remaining Committee Members the Presiding Member of the Committee is determined by the following order; Shire President, Shire Deputy President, Councillor with longest continuous service or as nominated by the committee, with a blind draw if contested.

## **Meeting Schedule**

Meetings are to be scheduled as required by the CEO as Behaviour Complaints Officer in consultation with the Committee Presiding Member.

## **Delegated Authority**

The Behaviour Complaints Committee will act under Delegated Authority in accordance with s.5.16 of the Act. The delegation is recorded in the Shire Register of Delegations.

It is a Condition of Delegated Authority that the Behaviour Complaints Committee will be unable to exercise delegated authority if the Complainant or Respondent attend as a Complaints Committee Member.

## **Committee Governance**

Complaints Behaviour Committee meetings are required to:

- be called and convened by the CEO, as required, in consultation with the Committee's Presiding Member;
- make the Committee Notice Papers and Agenda publicly available [s.5.94(p), s.5.96A(f)], with the exception of agenda content that relates to that part of the meeting which will be closed to members of the public under s.5.23(2) [Admin.r. 14]; and
- make Committee minutes publicly available [s.5.94(n), s.5.96A(h)], with the exception of Minutes content that relates to that part of the meeting which was closed to the public or was determined as confidential under s.5.23(2).

### 3. Procedure

#### 3.1. Making a complaint

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

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

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

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

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

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

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

#### 3.2. Candidate Complaints

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

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

To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and

To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

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

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

### **3.3. Withdrawing a Complaint**

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

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

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

### **3.4. Notice to Complainant**

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

- confirms receipt of the Complaint;
- outlines the process that will be followed and possible outcomes;
- explains the application of limited confidentiality to the complaint;
- includes a copy of this Policy; and
- if necessary, seeks clarifications or additional information; and
- an offer as outlined in this policy to accept and participate in or decline an Alternative Dispute Resolution.

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

### **3.5. Notice to Respondent**

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

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

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

### **3.6. Alternative Dispute Resolution**

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

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

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

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

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

In any case the Behaviour Complaints Officer will act as intermediary and specify a time/cost threshold. For example if no agreement between the parties occurs within a reasonable timeframe, then the Alternative Dispute Resolution will be deemed as unsuccessful, and the formal complaints procedure will resume.

### **3.7. Order of Complaints**

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

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

### **3.8. Appointment of Complaints Assessor**

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer will appoint a suitably qualified and experienced Complaint Assessor, in accordance with the Shire's Purchasing Policy.

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

The Behaviour Complaints Officer will undertake procurement in accordance with the Local Government's Purchasing Policy, based on sufficiently detailed guidance on suitable qualifications and experience, if Part 2.2 of this Policy requires them to do so.

### **3.9. Search of Local Government Records**

The Complaint Assessor may request the Behaviour Complaints Officer to search for any relevant records in the Shire's Record Management System.

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

the behaviour occurred at a Council or Committee Meeting,

the behaviour was dealt with by the person presiding at the meeting, and/or

the Respondent has taken remedial action in accordance with the Shire of Yalgoo Standing Orders.

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

### **3.10. Assessment of the Complaint**

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

The Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions, or drafting the Complaint Report or recommendations. Indicatively the Respondent should provide a response within 14 days in writing unless another format is reasonable. The Complaints Assessor is to exercise their professional skill and judgment in that regard.

### **3.11. Complaint Report**

The Complaint Assessor will prepare a Complaint Report that will:

- outline the process followed, including how the Respondent was provided with an opportunity to be heard;
- include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and

- include recommendations on each decision that may be made by the Complaints Committee; and
- include reasons for each recommendation, with reference to Part 4 of this Policy.

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

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

The Respondent is to be provided with the draft Complaint Report so that they can make one final submission within 7 days, before the Complaint Assessor finalises the Complaint Report.

### **3.12. Complaints Committee Meeting**

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

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

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

The Local Government is required to include reasons when providing notice of its decisions under clauses 12(4), 12(7) and 13 of the Code of Conduct. The Complaint Report is required to provide reasons for each of its recommendations, which become the Officer Recommendations.

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

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

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

If the Behaviour Complaints Committee finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of

the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

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

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

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

\*In actioning clause 12(5) of the Code of Conduct, the Respondent may be invited to make an oral submission or provide a written response. If the final decision to implement a Plan is referred to a subsequent meeting of the Committee, the Complaints Assessor or Behavioural Complaints Officer may provide a report attaching the written response and potentially make an associated recommendation as to the effect of a Plan.

### **3.13. Compliance with Plan Requirement**

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

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

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

## **4. Decision Making**

### **4.1. Objective and Principles**

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

### **4.2. Dismissal**

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

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

#### **4.3. Finding**

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

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

#### **4.4. Action**

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

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

#### **4.5. Plan Requirements**

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

- engage in mediation;
- undertake counselling;
- undertake training;
- take other action the Complaints Committee considers appropriate (e.g. an apology).



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

The Proposed Plan may also outline:

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

#### **4.6. Relevant Legislation**

Local Government Act 1995

Local Government (Model Code of Conduct) Regulations 2021

## Policy 1.2 – Standing Orders

History	Adopted 19 July 2007
Former Policy	1.2 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To set down rules of debate for Council or Committee meetings that satisfy the needs of the Shire of Yalgoo and create a framework for the smooth functioning of meetings.

### Policy Statement

#### 1. Interpretation

In this policy, unless the contrary intention appears, “absolute majority” “CEO” “committee” “council” “councillor” “local government” “motion” “meeting” “member” “president” “presiding member” “prescribed,” shall be interpreted as defined in the Local Government Act 1995.

“Agenda” means a customary list of matters for consideration by the Council or Committee.

“Clause” means each numbered clause of this policy.

“Deputation” means any persons appearing before the Council or a Committee on specific business, other than within the time set aside at the commencement of the meeting for submissions and questions from members of the public.

“Reports” means committee or officer reports supported by a précis, administrative comment (where appropriate) and recommendations that are included in the agenda for Council consideration.

“Standing Orders” means this text.

#### 2. Proceedings to be Conducted According to Standing Orders

The proceedings and business of the Council shall be conducted in accordance with the Act, regulations and any other State or Federal law, and where not specifically prescribed, according to this policy.

#### 3. Notice of Meeting – Members to Receive Notice

Notice of a Council or Committee meeting shall be given by the CEO in accordance with the Act by means of an agenda setting out the matters for consideration.

#### **4. Notices of Motion – Councillor**

A councillor may bring forward business in the form of a written motion, which shall be given to the Chief Executive Officer, either at the meeting previous to the meeting at which it is intended to move the motion, or at any time thereafter, up to 24 hours before the close of the agenda.

#### **5. Agenda**

Notice required in clause 3 shall be in the form of an agenda setting out the matters for consideration and decision by the council which shall be closed by the CEO at such a time to ensure compliance with the requirements of the Act.

#### **6. Urgent Business**

General business will not be admitted to Council. In cases of urgency or other special circumstances, where a matter cannot or should not be deferred until the next meeting, urgent items may, with the consent of a majority of Elected Members present, be heard and dealt with. Any such business shall be in the form of a clear motion, and the President may require such a motion to be written and signed by the Councillor or officer proposing the motion or recommendation.

#### **7. Deputations**

Persons wishing to appear before Council or a Committee as a deputation should apply to the CEO at least one week before the date of the meeting, specifying the purpose of the deputation and the number of persons in the deputation. Deputations may be permitted at the discretion of the Presiding Member or by a resolution of the Council or Committee (as the case may not be). Not more than two members of a deputation may address the Council or Committee, except to answer questions from members of the Council or Committee. The Presiding Member may receive deputations at any time to suit the order of business, general convenience or good conduct of the meeting.

#### **8. Ordinary Meeting – Order of Business**

As far as practicable, proceedings of the ordinary meeting of the Council shall be:

- Declaration of Opening/Announcement of Visitors
- Record of Attendance/Apologies/Leave of Absence
- Disclosures of Interest
- Public Question Time
- Response to Questions Taken on Notice
- Questions Without Notice
- Petitions/Deputations/Presentations/Submissions
- Notice of Matters to be Discussed Behind Closed Doors

- Applications for Leave of Absence
- Announcements Concerning Meetings Attended
- Confirmation of Minutes
- Minutes of Committee Meetings
- Reports of Officers
- Notices of Motion
- Previous Notice received
- For Consideration at the Following Meeting
- Urgent Business
- Matters for which the Meeting may be Closed
- Next Meeting
- Meeting Closure

### **9. Public Conduct at Meetings**

- a) Any person or persons may attend meetings of Council provided that there is no expression of dissent, approval or level of conversation that interrupts the proceedings of Council (except by any person making public statements or asking a question in accordance with clause 7).
- b) In the event of an interruption, the Presiding Member may request that the person or the persons cease to do so. If they do not comply, the Presiding Member may direct that the person or persons immediately withdraw from the meeting room. Failure to comply with such a direction shall constitute an offence against these Standing Orders.

### **10. Role of the Presiding Member**

- a) The Presiding Member may direct attention to any matter of interest or relevance to the business of the meeting or propose a change to order of business. Any member may move that a change in order of business proposed by the Presiding Member not be accepted and if carried by majority of members present, the propose change in order will not take place.
- b) The Presiding Member may take part in a discussion upon any question before the council, subject to the same conditions as applicable to any Councillor.
- c) To preserve order, when the Presiding Member indicates a wish to speak during the progress of a debate, any member then speaking shall immediately cease. Every person present shall observe silence in order that the Presiding Member may be heard without interruption. This clause is not to be used by the Presiding Member in the exercise of the right to take part in Council discussion.
- d) A Councillor may move a motion to disagree with a ruling made by the Presiding Member. The Presiding Member must immediately call for a seconder and put the motion without debate.

## **11. Maintenance of Order**

- a) Members shall speak of each other and staff during this meeting by their respective titles of President, Councillor or CEO. Members shall not impute motives or use offensive or objective expressions in reference to any member, officer of the council, or any other person.
- b) If a member commits a breach of the preceding clause, the Presiding Member, or the Council by resolution, may require that member to withdraw unreservedly any offending comment and to make a satisfactory apology. If the member refuses to do so, the Presiding Member shall direct the member to cease speaking.
- c) A Councillor wishing to address a meeting shall indicate by raising a hand. When invited by the Presiding Member to do so the councillor may address the Council through the Presiding Member.
- d) Councillors shall restrict remarks to the matter under discussion, or to an explanation or point of order.
- e) All addresses shall be limited to maximum of five minutes. Extension of time is permissible only with the agreement of the majority of members.
- f) No member shall interrupt another member whilst speaking unless to raise a point of order or call attention to the absence of a quorum.

## **12. Procedures for Debate of Motions**

- a) It shall be the function of the Presiding Member to determine the majority opinion of the
- b) Councillors present at a meeting of any motion placed before the meeting.
- c) As determined by the Presiding Member, recommendations presented on the business paper and serially numbered, may be offered to the meeting as a block for Council endorsement and such motions, with or without amendment, may be moved and seconded as a whole as a motion of the Council. Each item adopted by the Council shall become a resolution of the Council and shall be recorded in the minutes.
- d) Block voting shall not apply in cases where an absolute majority voting is required by the Act.
- e) Before debate is opened, the motion must be moved and seconded. A motion not being seconded is to be considered and recoded as lapsed.
- f) The elected member moving a motion is not under any obligation to move the recommendation of an Office, but shall give due consideration to the Officer's recommendation on the matter, which may be moved verbatim, or with changes to the wording. If the Officer's recommendation is varied, either in the original motion or by formal amendment, the elected member moving the motion must also provide the reason for variation, to be recorded in the Minutes, as required by the Act.
- g) When a motion is under debate, no further motion shall be accepted.
- h) The Presiding Member will call speakers to a motion in the following order:

- (i) The mover to state the motion;
- (ii) A seconder to the motion;
- (iii) The mover to speak to the motion;
- (iv) The seconder to speak to the motion;
- (v) A speaker against the motion;
- (vi) A speaker for the motion;
- (vii) Other speakers against and for the motion, alternating in view, if any;
- (viii) Mover takes right of reply which closes debate

i) If the Presiding Member believes sufficient discussion has taken place even though all members may not have spoken, he may offer the right of reply to the mover to close the debate.

### **13. Procedural Motions**

To expedite meetings of Council, procedural motions are not required to be in writing but must be moved and seconded –

- a) “That the Council do now adjourn until (state time and date).” If carried, will clause the meeting to stand adjournment as specified to any other time not more than seven days from date of adjournment.
- b) “That the motion be now put.” If carried without amendment requires the Presiding Member to offer the mover the right of reply, and then immediately put the motion to the meeting. If carried during debate on an amendment requires the Presiding Member to put the motion without any right of reply.
- c) “That the Councillor be heard no longer heard.” If carried this motion requires the Presiding Member not to allow the speaker to speak any further on the motion, excepting the right of reply if the speaker was the mover of the motion.
- d) “That the ruling of the Presiding Member be disagreed with.” If carried this will cause the ruling of the Presiding Member to be reversed, and for the meeting to proceed accordingly. Such a motion cannot be moved in the case of the Presiding Member’s adjournment of the meeting to regain order.
- e) “That the Council meet behind closed doors.” If carried this will cause the public and any officer or employees the Council determines to leave the room, unless remaining with the consent of Council.
- f) “That Standing Order (clause or clauses to be stated) be suspended.” If carried will cause the procedure of these Standing Orders to be suspended in part or in the whole.
- g) “That the matter lay on the table until (specify meeting).” If carried, has the effect that all consideration and discussion of the matter is deferred until the meeting specified.

## **14. Decision Making Processes**

- a) Amendments – Any number of amendments may be proposed to a motion, but whenever any amendment is made upon a motion, no second or subsequent amendment shall be moved or considered until the first amendment has been disposed of.
- b) Foreshadowed Motion – During the course of debate on an amendment to a motion, a member may give notice of intention to move a motion or amendment when the question before the meeting is decided.
- c) Motion – If an amendment to a motion is carried, the motion as amendment shall then be submitted as the motion, and shall become the question before the meeting upon which any member may speak and any further amendment may be moved.
- d) Consent of Secunder Required to Accept Alteration of Wording – The mover of a motion may not alter the wording of the motion without the consent of the seconder.
- e) Withdrawal of Motion and Amendments – Council may, without debate, grant leave to withdraw a motion or amendment upon request of the mover of the motion or amendment and with the approval of the seconder provided that there is no voice expressed to the contrary view by any member, in which case discussion on the motion or amendment shall not continue.
- f) Limitation of Motion and Amendments – Where an amendment has been proposed to a motion, the motion shall not be withdrawn, except by consent of the majority of members present, until the amendment proposed has been withdrawn or lost.
- g) Right of Reply – The mover of a motion shall have the right to reply. After the mover of the motion has commenced the reply, no other member shall speak on the question. The reply must be confined to rebutting arguments raised by previous speakers and no new matter may be introduced.
- h) All Members to Vote – Save where the Act otherwise provides, at every meeting of the Council every member shall vote, and if any member who is entitled to vote fails to vote, the Presiding Member shall call upon the member to vote.
- i) Method of Taking Vote – In putting the questions to the council, the Presiding Member may ask whether there is no objection to the motion, and if not the motion is deemed carried unanimously. If objection is raised to the motion, the Presiding Member shall put the question as often as necessary to determine the decision from a show of hands before declaring a decision.
- j) Declaration of Vote – The Presiding Member shall declare the vote to be carried or lost, stating the number of votes in favour and against the motion.

## **15. Points of Order**

- a) Procedure – Upon a matter of order a Councillor may raise a point of order including interrupting the speaker. A Councillor shall immediately cease speaking while the Presiding Member considers the point of order.
- b) Definition – The following definitions shall constitute a point of order –

- Discussion of a matter not before the Council or Committee.
- Use of offensive or insulting language.
- Violation of any provision of this policy, provided that the Councillor raising the point of order states the standing order believed to be breached.

c) Ruling – The Presiding Member shall give a decision on any point of order after the point has been raised by upholding or rejecting it. The ruling of the Presiding Member shall final, unless a majority of the members support a motion of dissent with the ruling.

d) Precedence – All points of order take precedence over any other debate and until decided, and suspends the consideration of every other matter.

## **16. Committees of Council**

a) The Council shall, at the first meeting held after each ordinary election day, review all appointed committees.

b) Power and Duties – The power and duties of Committees shall be defined and delegated to them by resolution carried by absolute majority of the Council, and recorded in the Delegations Register. The constitution and practice of the Committees shall accord with the Act.

c) Recommendations of Committees – The recommendations of a Committee shall be presented to the next appropriate Council meeting.

d) Inspection of Plans – All plans referred to in any recommendation of the Committee shall lay on the table of the Council Chamber for inspection by Councillors at the meeting at which the matter is being considered.

e) Rights and Responsibilities of Councillors who are not Committee Members – Councillors who are not members of a committee may attend all meetings of all Committees and may participate only at the invitation of the Presiding Member but may not vote. Travel expenses are payable only to Councillors who are members of the Committee unless specifically authorised by Council by resolution prior to the committee meeting.

## **17. Chief Executive Officer – Duty**

It is the duty of the Chief Executive Officer to draw the attention of the Council, any breach or likely breach of these standing orders even if it requires interrupting any person who may be speaking.



## Policy 1.3 – Authorised Meetings Payment Claim

History	Adopted 19 April 2007
Former Policy	1.3 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To establish the basis upon which Council will reimburse travel and other expenses (accommodation and meals) pursuant to section 5.98 of the Local Government Act 1995 (Discretionary Expenses).

### Policy Statement

Council will reimburse travel and other reasonable expenses where Members of Council have been appointed as delegates by resolution of Council as well as where there is a requirement for a Councillor to attend interviews for senior staff or CEO positions.

## Policy 1.4 – Council Chamber Usage (and Citizenship Dress Code)

History	unknown
Former Policy	1.4 November 2020 Governance Organisational Policy Manual & Resolution C2020-1010 Citizenship Ceremony Dress Code
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To establish usage protocols for the Council Chambers

### Policy Statement

1. The Council Chambers are not available for general use.
2. Where the meeting involves the Shire as an organisation or is of importance to the Shire, the CEO has discretion to approve use of the Chambers, for example
  - meetings with/by visitors (e.g. parliamentarians, government agencies, developers etc)
  - administrative – audit, consultants, meetings requiring additional privacy etc.
3. No meals are to be consumed in the Chambers.
4. Citizenship Ceremonies are ordinarily held in the Yalgoo Shire Council Chambers to fulfil the requirements of the Australian Citizenship Ceremonies Code and provide a venue of significance.
5. Dress Code for Citizenship Ceremonies - The attire of attendees at citizenship ceremonies should reflect the significance of the occasion. Smart Casual, National/Cultural dress welcome.

## Policy 1.4b – Portraits in Council Chambers

History	Adopted 22 November 1999
Former Policy	1.5 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Policy Statement

That, subject to the agreement by the immediate families, the portraits of Presidents and members of fifteen years of service or more of the Council of the Shire of Yalgoo or the Yalgoo Roads Board be exhibited in the Council Chambers.

## Policy 1.5 – Councillors Recognition of Service

History	Adopted November 2007
Former Policy	1.6 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

**Objective** To recognise the service of, and show appreciation to, departing Councillors.

The Minister for Local Government must give Councillors written exemption from the requirement to declare a financial interest prior to any change to this Policy.

This Policy is a Financial Interest as defined by the Local Government Act s.5.60 and 5.60A and an exemption from the Minister under s.5.69, is therefore required prior to any amendment, alteration or revocation of the Policy whatsoever. Although Councillors are able to claim travel, meeting expenses etc as of right, it is considered appropriate that there be some recognition from the Shire on behalf of the community, for their commitment to the district. Where qualifying, enquiries should also be made through the Department of Local Government to obtain a Certificate of Appreciation from the Minister.

A report was made to DLGC regarding an omission in good faith to seek the necessary ministerial exemption regarding declaration of interest for the recommendation to the December 2013 meeting to make a change to this policy.

### Policy Statement

1. Each departing Councillor shall receive an appropriate plaque or certificate of service.
2. The CEO is to arrange a suitable gift for departing Councillors, as per section 34AC of the Local Government (Administration) Regulations 1996.
3. Presentation of the plaque or certificate and gift will generally be made at the final meeting being attended by the Councillor, or at the Annual Shire Christmas function.
4. Multiple terms of service as a member of Council are to be considered individually according to each period, and not cumulatively.
5. Where qualifying, application for a Certificate of Appreciation from the Minister is to be made through the Department of Local Government.

## Policy 1.6 – Council Representation in External Organisations and Committees

History	Adopted 21 August 2008
Former Policy	1.7 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To ensure that Council is represented by an authorised nominee at meetings, by specifying the organisations and order of precedence to represent Council.

### Policy Statement

1. Council nominates people to the external organisations or committees listed in the table below at the first meeting following an Ordinary Election or from time to time as required.
2. Nominations as Council representatives to external organisations are to be reviewed at the first meeting following the ordinary Local Government elections, and new nominations to be delegates until the meeting following the next ordinary Local Government elections, subject to the provisions of the Local Government Act.
3. Should a representative or deputy representative resign their nomination or become disqualified to continue as a Councillor, their nomination lapses immediately, and Council will decide a new nomination at the next meeting.
4. Subject to the Constitution or Rules of the Organisation, if precedence needs to be determined due to unavailability or for some other reason, the order of priority will be:
  - a) Council's nominated representative/s
  - b) Council's nominated deputy representative/s
  - c) President
  - d) Deputy President
  - f) Councillors or the CEO as determined by the President

<b>Organisation or Committee</b>	<b>Delegates</b>
External - Murchison Vermin Regional Council	Cr G Payne Cr P Lawson
External - Murchison Country Zone of WALGA	Cr G Payne Cr G Trenfield Deputy Cr R Valenzuela
External - Mid West Regional Road Group	Cr R Valenzuela Cr P Lawson Deputy Cr G Payne
External - Murchison Sub Group of the MWRRG	Cr R Valenzuela Cr P Lawson Deputy Cr G Payne
External - Gunduwa Conservation Association (EGRCA)	Cr P Lawson Cr T Hodder
External - Development Assessment Panel	Cr R Valenzuela Cr G Trenfield Alternate Cr G Payne Alternate Cr T Hodder
Yalgoo Arts & Cultural Committee	Cr G Payne Cr G Simpson Cr T Hodder CEO Community Member – Becky Phillips
External - Murchison Executive Group	CEO
Shire of Yalgoo Finance and Audit Committee (Audit and Risk)	All Councillors
Chief Bushfire Control Officer	CEO
Brigade Captain and Deputy Bushfire Control Officer Yalgoo (North)	Craig Holland
Brigade Captain and Deputy Bushfire Control Officer Paynes Find (South)	David Rocke
External - Mid-West Local Government Emergency Management Network (MWLGEMN) & LEMC	Cr R Valenzuela Cr G Payne Officer appointed by the CEO
Yalgoo Tourism Committee	Cr G Payne Cr G Trenfield Cr T Hodder CEO Community Member – Vacant Community Member - Vacant
CEO Performance Committee	All Councillors

Development Assessment Panel members are by Ministerial appointment following council nomination, with compulsory training required. Members of this committee are not put forward for re-nomination.

Delegates of Committees and Representatives to external bodies should be aware of the policies and reference documents guiding the operation of those groups.

## Policy 1.7 – Elected Members Records Capture and Management

History	Adopted 28 August 2009
Former Policy	1.8 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To meet the obligations imposed on elected members and the organisation by the State Records Office under the State Records Act.

### Policy Statement

State Records Office policy which imposes the obligations on elected members and the organisation under the State Records Act, as advised on 30 July 2009, is –

In relation to the recordkeeping requirements of local government elected members, records must be created and kept which properly and adequately record the performance of member functions arising from their participation in the decision-making processes of Council and Committees of Council.

This requirement should be met through the creation and retention of records of meetings of Council and Committees of Council of local government and other communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business, local governments must ensure that appropriate practices are established to facilitate the ease of capture and management of elected members' records up to and including the decision making processes of Council.

Each elected member is responsible for determining which records are required for capture and management, and submission of the record to the CEO, for storage.

The Shire as an organisation, in meeting its obligations to facilitate the capture and management of elected member records will –

- provide a collection point readily accessible to each elected member to deposit the required materials
- materials collected will be separated according to elected member and financial year of deposit
- for electronic records (emails, digital photos etc), a CD suitable for backup of all electronic records will be provided at least once per year,
- the CD then to be deposited with other required materials,
- where a copy of the record is to be retained by the elected member, photocopying or other duplicate as necessary, will be provided without charge.

Access to the records created may be required, and is to be facilitated by the CEO:

- as permitted under various legislation such as the Local Government Act, the Freedom of Information Act etc
- by order of an authorised body such as the Standards Panel or a Court of law etc,
- by a representative an authorised body such as the Ombudsman or Crime and Corruption Commission etc.

## Comment

In effect, any form of record which may affect accountability or contribute to a decision or action made as a Councillor must be retained. These records may be –

- physical – a letter, a handwritten note, a photo someone sends to you to in explanation/complaint, an agenda where you have made notes on various items, etc
- electronic – an email or document sent as an attachment to an email, digital photo, an e-file that is sent for review or comment
- audio – message left on your answering machine, although this is likely to be unusual, since rarely are many details left in a message, but it is a record.

The records are not only those you receive, but also those that you create, such as:

- a note of a conversation where someone asked you to pursue a specific matter,
- a letter that you write in the capacity of Councillor,
- an email you send as a Councillor

The records only need to relate to those “affecting the accountability of the Council and the discharge of its business up to and including the decision-making processes of Council”. It is the elected members decision and judgement as to what extent this applies, and it is suggested that this not be further defined.

The principles of relevance and ephemerality apply, for example –

- a note to remind you to phone a person is ephemeral, but notes of the conversation may not be
- a copy of an agenda that has no notes made is irrelevant, as the document can be reproduced by the Shire
- a promotional brochure or conference information is not relevant



## Policy 1.8 – Shire Logo

History	Adopted 26 November 2009
Former Policy	1.9 November 2020 Governance Organisational Policy Manual
	Second Logo adopted 25 <sup>th</sup> June 2021
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

The Shire's logo is copyright to the Shire, and this Policy is intended to provide guidance concerning use of the logo.



### Policy Statement

1. The logos of the Shire are displayed on this page. The first should be given precedence and progressively replace the second in new revisions of publications.
2. The logo should be used –
  - on all Shire publications, letterheads, promotional materials etc
  - where the Shire has provided sponsorship or support for a program, activity or advertisement e.g. – scholarship programs, ICP support etc
3. Private use of the logo is not permitted unless approved.
  - Private use of the logo will only to be permitted where there is some identifiable benefit to the Shire or community. The proposed use benefits the Shire or community through promotion of the district, directly or indirectly, for example –
  - permitted on a tourism promotion brochure indicating a facility or event is located within the Shire
  - not permitted on private communications, advertising etc
  - on materials which are provided by the Shire, or
  - without the prior approval of the CEO
4. Approval for use of materials provided by the Shire or for private use of the logo may be withdrawn if Council is of the opinion that it is being misused or is for an inappropriate purpose.

For example to imply Shire support of a specific service, activity etc in preference to others, where no such support has been given; or to imply Council authorisation or endorsement of a specific person or position, where no such endorsement has been given.

## Policy 1.9 – Community Engagement and Consultation

History	Unknown
Former Policy	1.11 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objectives

To provide guidance to Councillors and Officers in planning, implementing and reviewing community engagement and consultation for key projects, strategic planning and policy development. This will ensure informed decision-making, transparency, timely and effective communication with key stakeholders and the general community.

This policy sets out the governing principles for community engagement and consultation that underpin the Integrated Planning and Reporting framework to ensure the strategic direction of the organisation is with in keeping with community values and aspirations.

### Policy Statement

- Council is committed to providing leadership and a strong commitment to information sharing, consultation and active participation of the community in contributing to the decision making process.
- Council acknowledges the right of the community to access information, provide feedback, be consulted and actively participate in strategic planning or in key projects of service development. Council's obligations to respond to the community when exercising these rights will be clearly stated in specific consultation processes.
- Objectives for, and limits to, information, consultation and active participation during planning, project and key service development will be defined from the outset. The respective roles and responsibilities of the community (including individuals and groups) and Council (including Councillors and officers) will be made clear as well as to who makes final decisions once the information is analysed.
- The approach for specific consultations will be tailored to the target audiences and consider all other factors outlined in this policy.
- Consultation will be undertaken as early in the planning process as possible to allow to widen the scope of consultation and to improve the outcomes. Adequate time will be made available for consultation to be effective.
- Information provided by Council during planning, project and key service development will be objective, complete and accessible. All those involved in a consultation process will have equal treatment when exercising their rights of access to information and participation.

Council will ensure adequate financial, human and technical resources are available to make a consultation initiative effective. The allocation of resources will be considered in relation to

Further policies and other relevant information to be discovered or developed as appropriate.

- Broader budgetary restraints and the implications to existing priorities. Council will support its officers in consultation initiatives.
- Consultation on specific planning, project and key service development will be coordinated across Council to enhance knowledge management, ensure policy coherence, avoid duplication and reduce the risk of “consultation fatigue” within the community.
- Council will be accountable for the use made of input from a consultation process. Council will ensure consultation processes are open, transparent and amenable to external scrutiny and review.
- Council will actively and openly evaluate its consultation processes and practices in planning, project and key service development. The results of evaluation will directly impact upon future consultation initiatives.

#### Associated Policies, Frameworks and Legislation

DLGC WA Integrated Planning and Reporting Framework 2011

Local Government Act (1995) – Regulation S5.56(2)

#### Outcomes

Measures of success of consultation will include assessments of whether:

- The interests of all parties have been served;
- Expectations concerning the process have been met;
- Consensus, consent and commitment have emerged;
- The process has encouraged generation of the best options;
- Objective criteria have been used to assess the different options under consideration;
- Understanding has been enhanced;
- Relationships between Council and the community and within the community have been enhanced.
- The decision resulting from the consultation has been stable and enduring.

#### Responsibility

Responsibility for the implementation of this policy rests with the Council, CEO and staff of the Shire.

## Policy 1.10 – Organisational Risk Management

History	Unknown
Former Policy	1.12 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

The purpose of risk management is to develop a culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects. It also is designed to reduce the potential costs of risk by reducing liability, preventing litigation and improving loss control. Risk management is a key process in developing the strategic direction of the shire.

The key drivers for risk management are the councillor's responsibility for due diligence as good corporate governance practice and the due diligence requirements by the insurance industry which impacts on the cost of insurance.

### Policy Statement

This Policy should be read in conjunction with the Shire of Yalgoo Organisational Risk Management Plan.

The Council is committed to managing risk in the Shire and will implement the principles of the ISO 31000: 2019 Risk Management Standard as the minimum standard.

It is understood by the Shire that risk management is the systematic application of management policies, procedures and practices to the tasks of establishing the context, identifying, analysing, evaluating, treating, monitoring and communicating risk.

The Audit and Risk Committee will be responsible for ensuring there is a Risk Management Plan for the Shire. The Council recognises that adequate resources are needed to implement the risk management program.

The officer responsible for the Risk Management systems and processes of the Shire must ensure that all risk management processes and assessments are fully documented and managed through the records management system.

### References

Risk Management Standard AS / ISO 31000 2019 \_ Standards Australia

### Scope

This policy covers all the operations of the Shire, including corporate governance, legal compliance, infrastructure, business risks, capital assets, finances, information technology, human resources, service delivery and events management.

### Risk Management Objectives

- To develop and implement the principles and practices of the risk management standard. Management
- To define the Shire's tolerance to risk and communicate it throughout the Shire.
- To communicate with the community about the Shire's approach to risk.
- To protect and enhance the reputation of the council.
- To develop a risk management plan which is aligned to the integrated planning processes.

## Responsibilities

Audit and Risk Committee is responsible for:

- Ensuring there is a risk management plan for the Shire,
- Establishing the risk tolerance level of the Shire adopted by council.

CEO: is responsible for:

- Reporting to the Council on the implementation progress of the risk management standard and ongoing management of risks in the organisation on a pre-determined frequency basis.
- Communicating the policy to all Councillors, employees, contractors and consultants
- full implementation of risk management throughout the Shire,
- ensuring that the Risk Management Policy is adopted, communicated throughout the Shire, and included in induction programs.
- ensuring that the Risk Management Policy and Plan are reviewed annually
- Displaying a copy of the policy on staff notice boards or through other relevant communication mediums
- Ensuring that risk management is a standard agenda item at all meetings including toolbox meetings.
- Development of risk management skills through training and education.
- Development of risk management skills through training and education.
- Identifying and measuring performance indicators for risk management that cascade from the risk management plan to position descriptions and performance appraisals.
- Establishing and maintaining the central risk register (hardcopy or electronic)
- Establishing and maintaining the strategic risk planning register

Management are responsible for:

- Identifying and assessing all the potential risks in their area of responsibility.
- Collating, assessing, treating and reporting to the risk management committee of all areas and tasks under their responsibility.

Employees are responsible for:

- To comply with the Shire's risk management policy and procedures.
- To attend the risk management training.
- Actively participate in the risk management program and organisational performance review and evaluation program.
- Actively participate in the Shire's continuous improvement program

#### Documentation

The Council, CEO and Officers will ensure that all risk management processes, assessments and plans are fully recorded throughout the Shire.

#### Organisational Risk Management Plan

#### **Guidance Note**

This Risk Management Plan is to be used by the Council, Executive and Line Managers, Staff, Contractors and Volunteers to ensure the effective management of Strategic and Operational Risk across the Organisation in decision making, project management, operations and events.

## Policy 1.11 Media Communications Policy

History	Unknown
Former Policy	1.13 November 2020 Governance Organisational Policy Manual
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objectives

This policy details legislative obligations and establishes protocols applicable to the Shire's official communications with our community, to ensure the Shire of Yalgoo is professionally and accurately represented and to maximise a positive public perception of the Shire of Yalgoo

### Policy Statement

This policy applies to:

1. Communications initiated or responded to by the Shire of Yalgoo with our community; and
2. Council Members when making comment in either their Shire of Yalgoo role or in a personal capacity about matters relevant to the Shire of Yalgoo.

### Official Communications

The purposes of the Shire's official communications include:

- Sharing information required by law to be publicly available.
- Sharing information that is of interest and benefit to the Community.
- Promoting Shire of Yalgoo events and services.
- Promoting Public Notices and community consultation / engagement opportunities.
- Answering questions and responding to requests for information relevant to the role of the Shire.
- Receiving and responding to community feedback, ideas, comments, compliments and complaints.

The Shire's official communications will be consistent with relevant legislation, policies, standards and the positions adopted by the Council. Our communications will always be respectful and professional.

The Shire will use a combination of different communication modes to suit the type of information to be communicated and the requirements of the community or specific audience, including:

- Website;
- Advertising and promotional materials;
- Media releases prepared for the Shire President, to promote specific Shire of Yalgoo positions;

- Social media; and
- Community newsletters, letter drops and other modes of communications undertaken by the Shire's Administration at the discretion of the CEO.

### Speaking on behalf of the Shire of Yalgoo

The Shire President is the official spokesperson for the Shire of Yalgoo, representing the Local Government in official communications, including; speeches, comment, print, electronic and social media. [ s.2.8(1)(d) of the Local Government Act 1995]

Where the Shire President is unavailable, the Deputy Shire President may act as the spokesperson. [s.2.9 and s.5.34 of the Local Government Act 1995]

The CEO may speak on behalf of the Shire, where authorised to do so by the Shire President. [s.5.41(f) of the Local Government Act 1995]

The provisions of the Local Government Act 1995 essentially direct that only the Shire President, or the CEO if authorised, may speak on behalf of the Local Government. It is respectful and courteous to the office of Shire President to refrain from commenting publicly, particularly on recent decisions or contemporary issues, until such time as the Shire President has had opportunity to speak on behalf of the Shire of Yalgoo.

Communications by Council Members and employees, whether undertaken in an authorised official capacity or as a personal communication, must not:

- bring the Shire of Yalgoo into disrepute, [Rules of Conduct Reg.3(d)];
- compromise the person's effectiveness in their role with the Shire in line with the relevant code of conduct;
- imply the Shire's endorsement of personal views [ s.2.8(1)(d) of the Local Government Act 1995];
- imply the Council Member or employee is speaking on behalf of the Shire unless authorised to do so; [ s.2.8(1)(d) of the Local Government Act 1995]; or
- disclose, without authorisation, confidential information [s.5.93 of the Local Government Act 1995].

Social media accounts or unsecured website forums must not be used to transact meetings which relate to the official business of the Shire of Yalgoo. [State Records Act 2000 / Local Government Record Keeping Plan, s's 5.23(2) and 5.93 of the Local Government Act 1995].

Council member communications must comply with the Code of Conduct and the Local Government (Rules of Conduct) Regulations 2007.

### Responding to Media Enquires

All enquiries from the Media for an official Shire of Yalgoo comment, whether made to an individual Council Member or Employee, must be directed to the CEO or a person authorised by the CEO. Information will be coordinated to support the Shire President or CEO (where authorised) to make an official response on behalf of the Shire.



Council Members may make comments to the media in a personal capacity – refer to clause 7.1 below.

### Website

The Shire of Yalgoo will maintain an official website, as our community's on-line resource to access to the Shire's official communications.

### Social Media

The Shire of Yalgoo uses Social Media to facilitate interactive information sharing and to provide responsive feedback to our community. Social Media will not however, be used by the Shire to communicate or respond to matters that are complex or relate to a person's or entity's private affairs.

The Shire of Yalgoo maintains the following Social Media accounts (delete / add as relevant to each local government):

- Social networks, including - Facebook
- Media Sharing networks, including – Instagram, and YouTube

The Shire of Yalgoo may also post and contribute to Social Media hosted by others, so as to ensure that the Shire's strategic objectives are appropriately represented and promoted.

The Shire actively seeks ideas, questions and feedback from our community however, we expect participants to behave in a respectful manner. The Shire of Yalgoo will moderate its Social Media accounts to address and where necessary delete content deemed to be:

- Offensive, abusive, defamatory, objectionable, inaccurate, false or misleading;
- Promotional, soliciting or commercial in nature;
- Unlawful or incites others to break the law;
- Information which may compromise individual or community safety or security;
- Repetitive material copied and pasted or duplicated;
- Content that promotes or opposes any person campaigning for election to the Council, appointment to official office, or any ballot;
- Content that violates intellectual property rights or the legal ownership of interests or another party; and
- Any other inappropriate content or comments at the discretion of the Shire.

Where a third party contributor to a Shire of Yalgoo social media account is identified as posting content which is deleted in accordance with the above, the Shire may at its complete discretion block that contributor for a specific period of time or permanently.

The Shire will use appropriate forms of social media to communicate and advise its community in relation to emergency management.

## Presidential Social Media Official Accounts

The Shire supports the President in using official social media account/s to assist the President in fulfilling their role under Section 2.8 of the Local Government Act 1995, to speak on behalf of the Shire. The content will be administered and moderated in accordance with this Media Policy, by the Chief Executive Officer. (These official social media accounts of the Shire of must not be used by the President for personal communications.

## Record Keeping and Freedom of Information

Official communications undertaken on behalf of the Shire, including on the President and Shire's social media accounts and third-party social media accounts, must be created and retained as local government records in accordance with the Shire's Record Keeping Plan and the State Records Act 2000. These records are also subject to the Freedom of Information Act 1992.

Council Member communications that relate to their role as a Council Member are subject to the requirements of the Shire's Record Keeping Plan and the State Records Act 2000. Council Members are responsible for transferring these records to the Shire's administration. Council Member records are also subject to the Freedom of Information Act 1992.

## Personal Communications

Personal communications and statements made privately; in conversation, written, recorded emailed, texted or posted in personal social media, have the potential to be made public, whether intended or not.

On the basis that personal or private communications may be shared or become public at some point in the future, Council Members should ensure that their personal or private communications do not breach the requirements of this policy, the Code of Conduct and the Local Government (Rules of Conduct) Regulations 2007.

## Council Member Statements on Shire Matters

A Council Member may choose to make a personal statement publicly on a matter related to the business of the Shire of Yalgoo.

Any public statement made by a Council Member, whether made in a personal capacity or in their Local Government representative capacity, must:

1. Clearly state that the comment or content is a personal view only, which does not necessarily represent the views of the Shire of Yalgoo.
2. Be made with reasonable care and diligence [Rules of Conduct Reg.3(a)];
3. Be lawful, including avoiding contravention of; copyright, defamation, discrimination or harassment laws;

4. Be factually correct [Rules of Conduct Reg.3(b) and (f)];
5. Avoid damage to the reputation of the local government [Rules of Conduct Reg.3(d)];
6. Not reflect adversely on a decision of the Council [Local Government's Meeting Procedures and Code of Conduct>>];
7. Not reflect adversely on the character or actions of another Council Member or Employee [Rules of Conduct Reg.10(3), [Local Governments Meeting Procedures and Code of Conduct];
8. Maintain a respectful and positive tone and not use offensive or objectionable expressions in reference to any Council Member, Employee or community member [Local Government Code of Conduct].

A Council Member who is approached by the media for a personal statement may request the assistance of the CEO.

Comments which become public and which breach this policy, the Code of Conduct or the Local Government (Rules of Conduct) Regulations 2007, may constitute a minor breach of the Local Government Act 1995 [refer s.5.105] and may be referred for investigation.

That with authority from the Shire President or the Chief Executive Officer, individual Councillors are authorised to make press releases or act as spokesperson on behalf of Council.

That the Chief Executive Officer regularly keeps rate payers and residents informed of Council activities via the Local Newspaper.

That the Chief Executive Officer advertises in the Local Newsletter the names and telephone numbers of each Councillor at least once a year.

## Policy 1.12 – Councillors IT Equipment Condition of Use and Purchase

History	26 <sup>th</sup> October 2018
Former Policy	1.15 November 2020 Governance Organisational Policy Manual 31 January 2019 (C2019-0111)
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

iPads are assigned to Shire of Yalgoo Councillors, where needed for effective and efficient communication, essential to the conduct of Council business.

### Policy Statement

This Policy defines the boundaries for the ‘acceptable use’ of Council provided tablets, laptops, iPads.

#### 1. General Use Conditions

- All iPads are the property of the Shire of Yalgoo and must be used in compliance with applicable licences, notices, contracts and agreements.
- Council provided IT equipment must not be used for electioneering purposes.
- Theft or loss of the Shires IT equipment is to be reported immediately to the CEO.
- Councillors should read the care and maintenance instructions in the User Guide included with their iPads.
- iPads are provided for Council work, limited personal use is acceptable.
- Councillors must not install or download or transmit software programmes, screensavers, system components, graphics, pictures, movies, audio files or similar files without permission from the Chief Executive Officer. Virus protection measures to be implemented.
- Councillors are not allowed to use the issued iPad in an illegal, illicit or offensive manner.
- Councillors must report immediately to the Chief Executive Officer any incorrect or inappropriate communication transmitted and or received.
- If the Councillor is not returned to office, all Council provided equipment must be returned to Council on the first business day following Council elections.
- The Shire of Yalgoo is responsible for insurances, support, maintenance and repairs of the iPads.

#### 2. Purchase of Equipment.

A retiring elected member on expiry of office has an option to purchase the equipment supplied at its written down value (based on a 25% annual depreciation rate) or \$250 whichever is the greater.

## Policy 1.13 – Standards for CEO Recruitment Performance and Termination

History April 2021  
 Former Policy C2021-0412  
 Amended / confirmed Review 30<sup>th</sup> July 2021

### Objective

This Policy is adopted in accordance with section 5.39B of the Local Government Act 1995.

### Policy Statement

#### Division 1 — Preliminary provisions

##### 1. Citation

These are the Shire of Yalgoo Standards for CEO Recruitment, Performance and Termination.

##### 2. Terms used

###### (1) In these standards —

**Act** means the Local Government Act 1995;

**additional performance criteria** means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

**applicant** means a person who submits an application to the local government for the position of CEO;

**contract of employment** means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

**contractual performance criteria** means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

**job description form** means the job description form for the position of CEO approved by the local government under clause 5(2);

**local government** means the Shire of Yalgoo;

**selection criteria** means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

**selection panel** means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

- (2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

## Division 2 — Standards for recruitment of CEOs

### 3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

### 4. Application of Division

- (1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.
- (2) This Division does not apply —
  - (a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or
  - (b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

### 5. Determination of selection criteria and approval of job description form

- (1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.
- (2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —
  - (a) the duties and responsibilities of the position; and
  - (b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

- (1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the Local Government (Administration) Regulations 1996 regulation 18A.
- (2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the Local Government (Administration) Regulations 1996 regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

- (a) inform the person of the website address referred to in the Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or
- (b) if the person advises the local government that the person is unable to access that website address —
  - (i) email a copy of the job description form to an email address provided by the person; or
  - (ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

- (1) In this clause —

**independent person** means a person other than any of the following —

- (a) a council member;
  - (b) an employee of the local government;
  - (c) a human resources consultant engaged by the local government.
- (2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.
  - (3) The selection panel must comprise —
    - (a) council members (the number of which must be determined by the local government); and
    - (b) at least 1 independent person.

9. Recommendation by selection panel
  - (1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
  - (2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —
    - (a) a summary of the selection panel's assessment of each applicant; and
    - (b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
  - (3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —
    - (a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
    - (b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.
  - (4) The selection panel must act under subclauses (1), (2) and (3) —
    - (a) in an impartial and transparent manner; and
    - (b) in accordance with the principles set out in section 5.40 of the Act.
  - (5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —
    - (a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
    - (b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and
    - (c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
  - (6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.



10. Application of cl. 5 where new process carried out

- (1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.
- (2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —
  - (a) clause 5 does not apply to the new recruitment and selection process; and
  - (b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

- (a) the making of the offer of employment to the applicant; and
- (b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

- (1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).
- (2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

- (1) In this clause —

**commencement day** means the day on which the Local Government (Administration) Amendment Regulations 2021 regulation 6 comes into operation.

- (2) This clause applies if —

- (a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —

- (i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and
- (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

- (b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.
- (3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.
  - (4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

#### 14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

### Division 3 — Standards for review of performance of CEOs

#### 15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

#### 16. Performance review process to be agreed between local government and CEO

- (1) The local government and the CEO must agree on —
  - (a) the process by which the CEO's performance will be reviewed; and
  - (b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

- (2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.
- (3) The matters referred to in subclause (1) must be set out in a written document.

#### 17. Carrying out a performance review

- (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.
- (2) The local government must —
  - (a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and
  - (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

#### 18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

#### 19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

- (a) the results of the review; and
- (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

### Division 4 — Standards for termination of employment of CEOs

#### 20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

21. General principles applying to any termination

- (1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.
- (2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —
  - (a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
  - (b) notifying the CEO of any allegations against the CEO; and
  - (c) giving the CEO a reasonable opportunity to respond to the allegations; and
  - (d) genuinely considering any response given by the CEO in response to the allegations.

22. Additional principles applying to termination for performance related reasons

- (1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.
- (2) The local government must not terminate the CEO's employment unless the local government has —
  - (a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and
  - (b) informed the CEO of the performance issues; and
  - (c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and
  - (d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.
- (3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

- (1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.
- (2) The notice must set out the local government's reasons for terminating the employment of the CEO.

## Policy 1.14 Council Member Continuing Professional Development Policy

History	New
Former Policy	3.2 Conference and Training March 2020 Policy Manual removed
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objective

To give effect to the Shire's commitment to facilitate continuing professional development of Council Members, which enhances their knowledge and develops their skills, thus augmenting Council's capacity for well-informed decision-making and the provision of good government for our community.

This policy provides a framework to assist Council Members to identify and access relevant training and defines the expenses that will be paid by the Shire.

This policy supports compliance with sections 5.127 and 5.128 of the Local Government Act 1995 (the Act), which require Local Governments to prepare and adopt a policy in relation to the continuing professional development of Council Members, and to provide annual reports on training.

This policy applies to Council Member training and continuing professional development, including mandatory training required under s.5.126 of the Act.

### Policy Statement

#### 1. Budget Allocations

The Shire of Yalgoo Annual Budget will include an annual allocation to provide the opportunity for Elected Members to participate in appropriate training and development, including the minimum requirements for mandatory training as legislated.

The allocation is to be used for:

- Council Member Induction, dealt with under Part 2 of this Policy;
- Mandatory Council Member Training, dealt with under Part 3 of this Policy, and
- Council Capacity Building, dealt with under Part 4 of this Policy.

An allocation for each Council Member to be used for individual Continuing Professional Development, as specified under Part 5 of this Policy. Council Members may select training and professional development to be funded from this allocation, subject to approval in accordance with this Policy.

Unexpended allocations at the end of a financial year will not be carried forward to the next financial year.

Any professional development proposal that exceeds an individual Council Member's allocation will be referred for Council decision. Alternatively, the Council Member may choose to privately fund any shortfall. This will not be eligible for reimbursement from a future budget allocation.

## 2. Council Member Induction

Following each election, the Shire of Yalgoo will conduct a comprehensive induction program, providing newly elected Council Members with information that will support them to understand Council Member roles and responsibilities; legislative obligations; personal responsibilities; and strategic direction of the Local Government. Continuing/previously elected Council Members are encouraged to participate in nominated elements of the induction program, to assist in fostering a team culture and to refresh their understanding.

## 3. Mandatory Council Member Training

Council Members are required to complete the Council Member Essentials Course within 12-months from the day on which they are elected, unless exempt under Regulation 36 of the Local Government (Administration) Regulations 1996. Council Members should confirm with the Chief Executive Officer whether they are eligible for an exemption.

The Shire's preferred provider is WALGA, and course delivery is available electronically. Council Members will be provided with enrolment options and the Shire will coordinate bookings and arrangements to implement their selection.

Where a majority of Council Members would prefer face to face training, the Shire may arrange on-site or regional delivery and may coordinate this in cooperation with neighbouring Local Governments to achieve cost savings.

Council Members who are not yet required to complete the Mandatory Training may still choose to participate, with associated costs attributed to the Whole of Council Training and Development budget allocation.

## 4. Council Capacity Building

Within 6 months after an election, a Council Workshop prior to an ordinary meeting will be convened to enable Council Members to collaboratively develop a program of Council Capacity Building. Courses and conferences are to be discussed to guide eligibility under part 5.

The program developed at the workshop will form the basis for regular training provided to all Council Members as a group, to encourage Council to focus on continuous improvement in its function as a governing body and to address the outcomes set out in Part 6 of this policy.

The CEO will coordinate training in accordance with the agreed program, with details of dates and delivery modes to be determined in consultation with Council Members.

## 5. Continuing Professional Development

Attendance at the annual Western Australian Local Government Association Convention will be included in the Annual Budget for all Councillors. It is expected that up to 4 Councillors attend this event as per the Attendance at Conferences Policy however other delegates may be decided by Council Resolution.

Council generally authorizes the following list of conferences and workshops where sufficient budget allocation has been made and the events are Western Australia based:

- West Australian Local Government Association and Australian Local Government Association conferences.
- Special 'one off' conferences called for or sponsored by the West Australian Local Government
- Association and/or Australian Local Government Association on important issues.
- Annual conferences of the major professions in local government and other institutions of relevance to local government activities.
- Municipal Training Service's Councillor Induction Program.
- West Australian Local Government Association Elected Member Training and Development.
- Other local government-specific training courses, workshops and forums, relating to such things as understanding the roles/responsibilities of Elected Members, meeting procedures, Strategic Community Plans, Financial Reporting etc.

#### Providers

Continuing Professional Development should be delivered by industry recognised training providers, peak bodies or professional organisations.

#### Outcomes

In order to be eligible for approval under this policy, Continuing Professional Development must be relevant to the role of a Council Member, and offer demonstrable benefit to the Council as a governing body, the Shire as an organisation, and the broader community.

This includes Continuing Professional Development that:

- Enhances the understanding of Council Member roles and responsibilities, and/or the role and function of Local Government;
- Assists Council Members to develop knowledge and skills in relation to the strategic objectives of the Shire;
- Enables Council Members to further develop personal and professional skills necessary for excellence in performance of the Council Member role; or
- Supports Council Members in developing and maintaining positive and healthy communication, team culture and relationships, to facilitate excellent teamwork to achieve outcomes that deliver good government for the Shire of Yalgoo community.



## 5.1 Application and Approval

### Request for approval

Council Members who wish to attend training or professional development may make application by providing the following details to the CEO and Shire President in writing:

- a) Course or event title, provider or organiser name, location and date;
- b) Copy of, or link to program, course outline or other summary of content;
- c) An outline of the anticipated benefits of attendance, with reference to the eligibility criteria in this policy; and
- d) Total estimated costs including accommodation, travel and sundry expenses.

Applications, including all required details, are to be submitted in reasonable time for registration. Where possible, the Shire will seek to take advantage of reduced prices for early registration.

### Approval

Approval for Council Member attendance may be granted by:

- (a) the Chief Executive Officer where the:
  - (i) application complies with this policy and the course has been discussed in the workshop described in Part 4;
  - (ii) event is to be held within Western Australia; and
  - (iii) the Council Member has sufficient funds available in their professional development allocation to meet all costs of attendance.
- (b) resolution of Council where the:
  - (i) application has been refused by the Chief Executive Officer;
  - (ii) application does not comply with this policy;
  - (iii) estimated costs of attendance exceed the available balance of the Council Member's annual professional development allocation; or
  - (iv) event is to be held outside of Western Australia.

### Limitations

Training and continuing professional development is for the purpose of enhancing a Council Member's performance of their role. Therefore, in some instances, approval may not be granted where attendance conflicts with scheduled Council or Committee meetings (i.e. a meeting where important strategic decisions are required or where the meeting may lack a quorum), unless Council has otherwise resolved.

Where attendance at a particular training or professional development event would require an extended absence, no more than two Council Members may attend, unless Council has otherwise resolved.

Approval will not be granted for training or continuing professional development that is scheduled to occur in the last six months of a Council Member's term of office.

## 5.2 Sharing of knowledge

In order to realise the maximum benefit for the Shire Council Members will provide a report on their attendance, key features and benefits of the training or professional development within one month after completion. Council Members may include ideas and innovations identified through the professional development for discussion at future Council Member workshops, where the matter relates to the Shire's strategic objectives.

Knowledge sharing may be provided as a presentation or verbal update to an informal Council workshop, or a written report provided to the Chief Executive Officer and circulated to all Council Members. Where relevant, copies of resources obtained at the event may also be provided to the Chief Executive Officer for circulation to all Council Members.

## 6. Registration, travel and expenses

The Shire will be responsible for the costs associated with training or professional development approved in accordance with this policy, as detailed in this section.

### Event Registration and Bookings

Travel, registration fees and accommodation are to be arranged directly by Shire administration.

Council Members are not to pay such costs and seek reimbursement, except in the case of an emergency or unique circumstances and subject to the Chief Executive Officer's prior approval.

### Travel

Where travel is involved, the actual costs of travel to and from the event venue are to be met by the Shire in accordance with the current WA Salaries and Allowances Tribunal Determination for Local Government CEOs and Elected Members (the Determination).

Travel arrangements are to be by the most cost effective and reasonably convenient mode.

A Council Member may seek approval to travel within Western Australia by private motor vehicle and be reimbursed for vehicle costs in accordance with the Determination. Approval may only be granted where the cost is approximately equivalent to the most cost effective mode of travel.

A Council Member may choose to upgrade the mode of travel, however additional costs incurred are to be paid to the Shire by the Council Member before the Shire confirms the booking/s.

### Registration

Registration fees may include, where applicable, event registration, conference program dinners, technical tours and accompanying workshops identified within the event program.

### Accommodation

Reasonable accommodation will be booked for the Council Member for a room at or in close proximity to the event venue and within the expenditure limitations prescribed in the Determination.

If it is not reasonable to expect travel to occur on the day of the event, the booking may allow for arrival the day prior to commencement, and departure the day following the close of the event.

A Council Member may choose to upgrade their accommodation standard or extend their visit for personal reasons, however additional costs are to be paid to the Shire by the Council Member (including any additional associated or travel costs) prior to the Shire confirming the booking.

### Loyalty Program and Reward Points

Council Members are not to obtain personal benefit from expenditure of Shire funds and must not claim personal frequent flyer or accommodation loyalty points for air travel or accommodation paid for by the Shire.

### Meals and Incidental Expenses

Funding for meals and incidental expenses is to be provided in accordance with the Determination.

Meal expenses are to be interpreted as reasonable expenses incurred for the purchase of breakfast, lunch and dinner where these meals are not provided at the event or in travel. When meals are included and have been paid for as part of the registration fee or accommodation costs, claims for alternative meals at venues other than the event will not to be paid by the Shire.

Incidental taxi, economy ride share or public transport modes of transport (i.e. to / from airport, event venue) may be claimed for reimbursement on submission of receipts.

In lieu of reimbursement, Council Members may request a cash advance prior to departure. This is conditional upon the Council Member providing a written acquittal and supporting receipts to the CEO within 7 days of return from travel. If a Council Member fails to provide a reasonable and satisfactory acquittal inclusive of unspent funds, the value of the un-acquitted funds will be incurred as a debt invoiced to the Council Member.

#### Travel Insurance – Intrastate, Interstate and International

Subject to policy wording and conditions, Council Members are covered by the Shire's corporate travel protection for the duration of their travel relevant to attendance at the approved event, including any incidental private travel taken either side or during the event.

Council Members should review the conditions of the Shire's corporate travel protection policy and member certificate to determine whether it is adequate for their personal needs and circumstances, and so that the Shire and/or the Council Member can make any necessary alternative arrangements.

#### Accompanying persons/entertainment costs

Council Members are responsible and will be required to pay all costs associated with an accompanying person attending an event (including conference dinners and functions).

The Shire may coordinate accompanying person bookings and registrations for travel, accommodation and the event / function, with costs incurred to be paid to the Shire by the Council Member prior to the Shire confirming the booking/s.

#### Booking Change / Modification Costs

Costs incurred for changing or modifying a booking for travel or accommodation, where the change or modification is:

- a. At the request of the Council Member, are to be paid by the Council Member; or
- b. A requirement or for the convenience of the Shire are to be paid by the Shire.

#### Cancellations

Costs incurred for cancellation of registration, travel or accommodation, where the cancellation is:

- a. At the request of the Council Member, are to be attributed to the Council Member's individual allocation; or
- b. A requirement or for the convenience of the Shire are to be paid by the Shire.

## 7. Report on training

The Shire is required to produce a report detailing the training completed by Council Members during each financial year, in accordance with s.5.127 of the Act.

The report will include the following details of both mandatory training and continuing professional development completed by Council Members:

- Name of Council Member;
- Date of election;
- Whether the Council Member is required to complete Mandatory Training, and if applicable, the due date for completion and date of completion;
- Title of each training course or module completed or event/conference attended;
- The date attended or completed;
- The training provider or event/conference organiser;
- The cost of attendance; and
- Location of the training or event.

The report will be provided to Council Members for their information, before being published on the Shire's website within one month of the end of the financial year.

## 8. Council Member Commitment

Council Members are committed to:

- a. Take a positive approach to identifying opportunities for improvement and professional development.
- b. Prepare for, participate in and complete professional development and training approved/booked under this policy.
- c. Apply the benefits of professional development to fulfilling their Council Member role, including by sharing their knowledge with other Council Members.
- d. Make reasonable efforts to confirm their availability, or otherwise, to the CEO before booking deadlines.
- e. When requested, advise the CEO of alternative dates / times that they would be available to facilitate their participation in training.
- f. Advise the CEO, at the earliest opportunity, if they are unable to attend planned / booked training. Where training costs are unable to be refunded, applicable costs will be debited to the individual Council Member's allocation.

## 9. Policy Review

In accordance with s.5.128 of the Act, this policy will be provided for Council's review following each ordinary election. The Shire will ensure the policy review occurs within the first 6-months following each ordinary election.

## Policy 1.14b Attendance at Events Policy

The Policy should be read in conjunction with Policy 1.14 Council Member Continuing Professional Development Policy

History	March 2020 Policy Manual
Former Policy	3.2C Conference and Training March 2020 Policy Manual removed
Amended / confirmed	Review 30 <sup>th</sup> July 2021

### Objectives

- To introduce policy to address section 5.90A. of the Local Government Act 1995 Policy for attendance at events
- To provide elected members and staff with consistent guidelines to ensure transparency, relevance, and value for money for ratepayers.

### Policy Statement

In developing the Attendance at Events Policy, council needs to actively consider the purpose of and benefits to the community from council members and CEOs attending events. The policy should not be used to intentionally circumvent conflict of interests which may arise from attending events hosted by a provider who will have a significant matter before council. The Attendance at Events policy is to enable council members to attend events as a representative of council without restricting their ability to participate in council meetings.

This policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of council members and the Chief Executive Officer (CEO).

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

### LEGISLATION

#### 5.90A. Policy for attendance at events

In this section — event includes the following —

- a) a concert
- b) a conference
- c) a function
- d) a sporting event,
- e) an occasion of a kind prescribed for the purposes of this definition.

A local government must prepare, and adopt\* a policy that deals with matters relating to the attendance of council members and the CEO at events, including —

- a) the provision of tickets to events; and
- b) payments in respect of attendance; and
- c) approval of attendance by the local government and criteria for approval; and
- d) any prescribed matter.

A local government may amend\* the policy.

\*Absolute majority required.

When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section. The CEO must publish an up-to-date version of the policy on the local government's official website.

#### Provision of tickets/admittance to events - Invitation

All invitations or offers of tickets for a council member or CEO to attend an event should be in writing and addressed to the Chief Executive Officer. Invitations made directly to an Elected Member are to be handed to the Chief Executive Officer for action to be taken in accordance with this Policy.

Any other invitation or offer of tickets not addressed to an Elected Member or the Chief Executive Officer in general is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.

A list of events and attendees authorised by the local government in advance of the event is recorded in Attachment A.

#### Approval of Attendance

In deciding on attendance at an event, the Council will consider:

- who is providing the invitation or ticket to the event,
- the location of the event in relation to the local government (within the district or out of the district),
- the role of the council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,
- whether the event is sponsored by the local government,
- the benefit of local government representation at the event,
- the number of invitations / tickets received, and
- the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation.

Decisions to attend events in accordance with this policy will be made by simple majority or by the CEO in accordance with any authorisation provided in this policy or policy 1.14 Council Member Continuing Professional Development Policy.

#### Payments with Respect to Attendance

Where an invitation or ticket to an event is provided free of charge, the local government may contribute to reasonable expenses for attendance, such as travel and accommodation, for events outside the district if the council determine attendance to be of public value.

- 6.1 For any events where a member of the public is required to pay, unless previously approved and listed in Attachment A, the council will determine whether it is in the best interests of the local government for a council member or the CEO or another officer to attend on behalf of the council.
- 6.2 If the council determines that a council member or CEO should attend a paid event, the local government will pay the cost of attendance and reasonable expenses, such as travel and accommodation.
- 6.3 Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the local government, must be reimbursed by the representative unless expressly authorised by the council.



## Attachment A

Event Description	Date of event	Approved Attendee/s	Approved contribution
Western Australian Local Government Association (WALGA) Annual Conference and AGM	Annual Event	President, Deputy President 2 x Elected Members CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses such as parking and laundry.  Alcohol will only be covered if it is purchased with a meal and is worth less than 50% of the cost of the whole meal.
Zone Conferences	Periodical	President, Deputy President Elected Members CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses such as parking and laundry.  Alcohol will only be covered if it is purchased with a meal and is worth less than 50% of the cost of the whole meal.
State Government events such as Budget announcements or regional tourism launches	Ongoing	President Deputy President CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses such as parking and laundry.  Alcohol will only be covered if it is purchased with a meal and is worth less than 50% of the cost of the whole meal.
WALGA Road Conference	Annual Event	President Deputy President 2 x Elected Members CEO Works Foreman	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses such as parking and laundry.  Alcohol will only be covered if it is purchased with a meal and is worth less than 50% of the cost of the whole meal.

## Form 4 Register of gifts and contributions to travel - Section 5.82 of the Local Government Act 1995

Name of relevant person making disclosure	Description of gift	Name of person who made gift	Address of person who made gift	Date gift was received	Estimated value of gift at time it was made	Nature of relationship between relevant person and person who made gift

Section 5.83 of the Local Government Act 1995 Name of relevant person making disclosure	Description of contribution	Name of person who made contribution	Address of person who made contribution	Date contribution was received	Estimated value of contribution at time it was made	Nature of relationship between relevant person and person who made contribution	Description of travel	Date of travel



# Organisational Policy Manual



## VERSION 4: MARCH 2020

### REFER HISTORY SUMMARY

Reviewed	–	20 November 2008
Reviewed	–	26 November 2009
Reviewed	–	20 February 2014
Reviewed	–	27 May 2016
Reviewed	–	11 January 2017
Reviewed	–	4 April 2017
Reviewed	–	23 February 2018 (C2018-0214)
Version 2.3	–	April 2019
Version 3	-	September 2019
Version 4	-	March 2020
Reviewed & Amended	-	November 2020

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**HISTORY SUMMARY**

Version	Meeting / Action	Purpose	Policy affected
1.1	August 2008	Adoption	All (full review)
1.2	November 2008	Review	2.1, 5.4, 7.3, 8.1, 9.1, 11.2, 11.4
1.3	February 2009	Inserted	Adopted 2.4
1.4	June 2009	Inserted	Adopted 2.5
1.5	August 2009	Inserted	Adopted 1.8, 13.3
1.6	November 2009	Review	Amended – 1.3, 1.7, 7.6, 11.5 Adopted – 1.9, 2.6 5.5, 7.8, 7.9, 11.11, 12.4 Confirmed – 10.1
1.7	January 2010	Amended	Amended – 3.2 (C2010-0135) Conference & Training
2	DRAFT – currently being prepared from review with Council Nov 2010	Proposed but not completed	All (Full review) NB: the litany of events (flood, fire, mining agreements, IPR, staff turnover) and ambitious (successful) capital works and community program 2010-2013 meant that the full review of policy was not completed. Policy was updated on as needs/urgent basis and a number of new strategic policies were added. Refer recommendation to February 2014 ordinary meeting – recommend that Council resources a comprehensive review of policy and delegations to improve efficiency, compliance and useability.
1.7	Updates from August 2011 to December 2013		<ul style="list-style-type: none"> <li>▪ C2010-0135 Policy &amp; schedules 3.2 Conference and Training</li> <li>▪ C2011-0804 Policy 2.4 Material Variances</li> <li>▪ C2011-0706 Policy 2.1 Capitalisation of Assets</li> <li>▪ C2011-0513 Policy 11.1.1 Selection Panels (new)</li> <li>▪ C2012-0706 Policy 3.8 Complaints</li> <li>▪ C2012-0418 Policy 11.5 Superannuation</li> <li>▪ C2012-0419 Policy 11.6 Interview Travel Cost and 3.2 Conference and Training C2012-0419</li> <li>▪ C2013-0202 Policy 13.4 Assessment of CA07 Applications (Restricted Access Vehicles on Shire Roads) (new)</li> <li>▪ C2013-0520 Policy 11.12 Integrated Planning: Workforce Planning and Management (new)</li> <li>▪ C2013-0506 Policy 13.5 Road use (RAV Haulage) Agreement (new)</li> <li>▪ C2013-1005 Policy 2.7 Integrated Planning: Long Term Financial Planning (new)</li> <li>▪ C2013-1208 Amendment of Policy 1.6 – Councillors Recognition of Service</li> <li>▪ C2013-1209 Amendment to Policy 11.4 Staff Housing - Subsidies</li> </ul>
1.8	February 2014	Review	Amend: 1.3, 7.1, 13.4, 13.5 (C2014-0239) Delete: 2.1, 2.3, 2.4, 2.6 (2014-0238)
2.0	23 February 2018 (C2018-0214)	Adopted & Inserted New	Policy 3.8 Complaints – Inserted 3.8(A) Grievances, Investigations & Resolution Policy, and 3.8(b) Discrimination, Harassment and Bullying Policy

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<b>Version</b>	<b>Meeting</b>	<b>Purpose</b>	<b>Policy affected</b>
3	September 2019 Inserted	Organisational Risk Management	1.12
3	September 2019 Inserted	Social Media Policy	1.13
3	September 2019 Amended	Policy Manual Policy ASSB 1051replace with Policy 00 Hierarchy Model 2019	
3	September 2019 Inserted	Event Management Policy	5.6
3	September 2019 Inserted	Buy Local Policy	7.2A
3	September 2019 Inserted	Regional Preference Policy	7.2B
3	September 2019 Updated Fit for Work Policy	Drugs Alcohol and Fatigue	10.3
3	September 2019 Inserted	Integrated Planning – Asset Management Policy	10.5
3	September 2019 Amended	Private use of vehicles	12.1
3	September 2019 Inserted	CEO performance Review Process	11.1.2
3 /4	September 2019 Inserted in version 3 and March 2020 updated in version 4 post first event	Christmas party for children residing in Shire	7.10
4	March 2020 C2012- 0419 deleted Reviewed and updated to become 3.2A	Conference and Training Policy deleted, replaced by officers training policy in Employee orientation and HR Manual. Councillors attendance at Events	3.2
4	March 2020 Updated	Purchasing thresholds updated	7.2B
4	March 2020 Reviewed	SOY Education scholarships and donations <i>Value reviewed</i>	7.9



## Shire of Yalgoo Council Policy Manual March 2020

# INTRODUCTION

This Policy Manual has been prepared to complement the Delegations Register adopted by Council.

Should a discrepancy exist between Delegation and Policy, the Delegation is to be followed.

### Statutory Context

Policy is subordinate to Delegations, which have a statutory context in which they are made, whereas Policy does not.

The Council is responsible for functions and activities under numerous Acts and other legislation, many of which permit Council to delegate responsibilities and authority to various officers.

Delegation gives authority or instructs a particular action to be carried out. Generally, policy details how a function is to be carried out, or the standards to be met, where the action is considered to be normal duties of a position.

### Definitions

The LG Act has not defined the term “delegation” or “delegated power”, however:

s.5.16 refers to “... the exercise of any of its powers and duties ...”

s.5.42 refers to “... the exercise of any of its powers or the discharge of any of its duties ...”

The term “policy” is not defined anywhere in the LG Act.

Accordingly, throughout this document, the following terms apply, insofar as they are consistent with all enabling legislation referred to within each of the specific delegations.

- “Authority” means the permission or requirement for a Committee or an officer to act in accordance with:
  - the Local Government Act or other legislation or regulation,
  - a delegation made by Council,
  - a policy made by Council, or
  - a specific decision by Council.

“Delegation” means the authority for a Committee or the CEO to act on behalf of Council, where the power is either specifically or by implication, intended to be exercised by the elected members, rather than an organisational responsibility.

“Policy”, as the context requires, means either:

- a procedural direction to officers to implement Council’s wishes or instructions in a specific way; or
- the authority for officers to act, where that authority is not considered to be a delegation, but more procedural in nature.

“Instruction” means the requirement for a staff member to act in accordance with a direction given by a senior officer of Council.

**Shire of Yalgoo Council Policy Manual March 2020****DLGRD Guidelines No.17 – Delegations**

The Department of Local Government and Regional Development has published Guidelines for the formation of Delegations.

Of note, the Guidelines outline the concept of “delegation” and “acting through” in parts 3 and 4, particularly in paragraph 13 where it is stated –

*... the key difference between a delegation and “acting through” is that a delegate exercises the delegated decision- making function in his or her own right. The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the “acting through” concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.*

In effect, “acting through” is an action that could reasonably be expected to be carried out as the result of a decision by Council (e.g. advertising of a tender), or as a function reasonably expected of the position that a person holds.

Not all matters which will be recorded in Policy are “acting through” matters, similarly, not all “acting through” matters will have listed. Policy describes how that action or some other action, is to be carried through.

**New Policies**

Council may make new policies at any time. However, unless specifically resolved that the authority is to be included in the Policy Manual, the direction to act is for a specific matter, and is not a general or on-going direction. They must ensure that new or updated policies are also updated in the appropriate Management guidelines and manuals as appropriate (refer to the diagram on the following page)

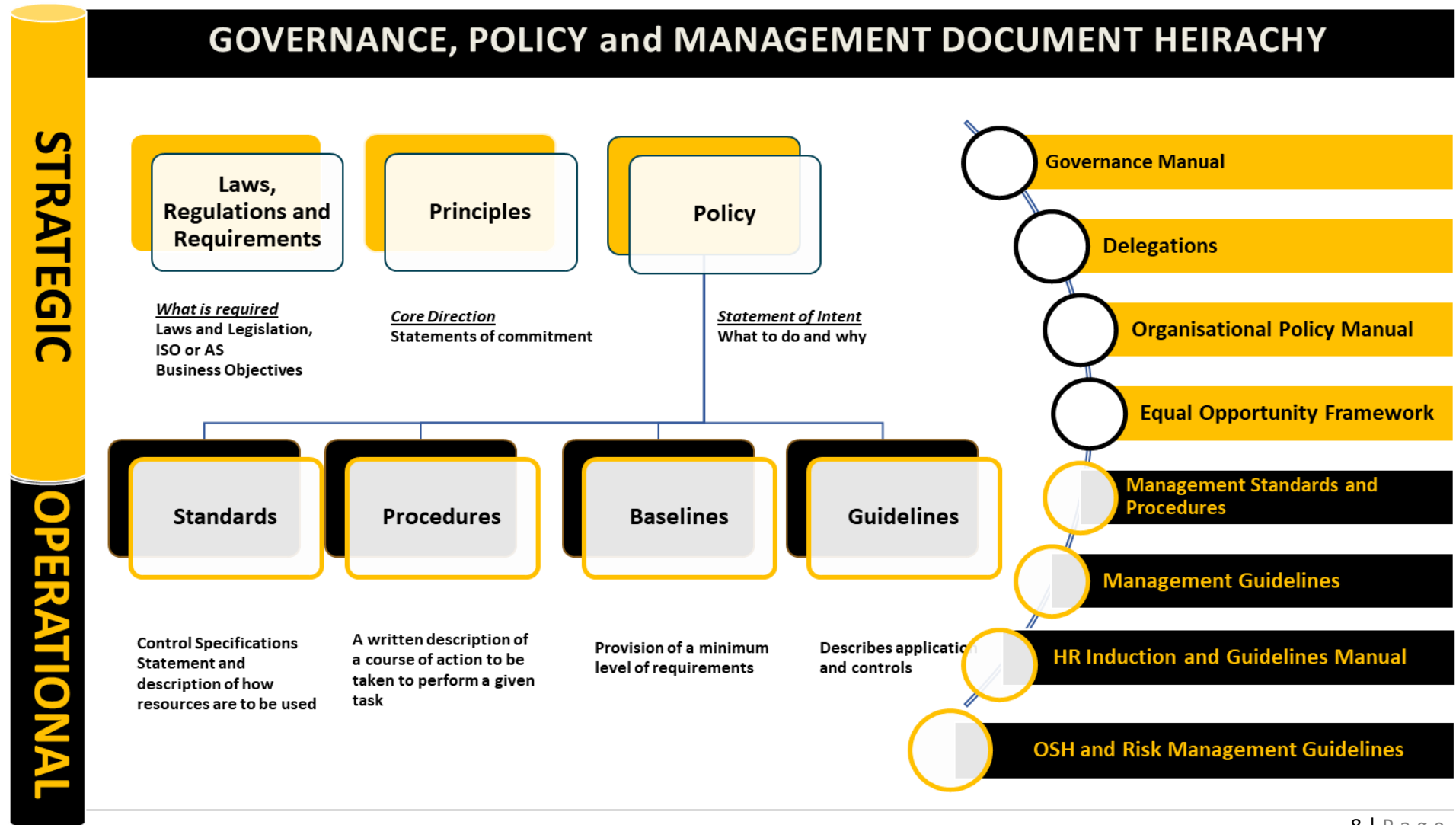
**Review of Policies**

There is no required timetable for the review of policy, however, it is suggested that it should be done regularly to ensure that policies are relevant, current and understood. It is a requirement of the Local Government Act s.5.18 and s.5.46 (1) that all delegations made under the authority of that Act, be reviewed at least once in each financial year. To maintain the Policy Manual up to date, it should be reviewed at least once a year, and a report made to Council on matters needing amendment or inclusion.

***NB: The policies in Section One of this Council Policy Manual have been duplicated in the Elected Members Governance Manual used for inductions of new Councillors and must be updated there when changes are made, or new Governance Policies approved.***

## POLICY HEIRACHY 2019

The policies outlined in this document have been classified for review and approval using the following hierarchy to demonstrate effective and appropriate governance and management of policies and procedures



## COUNCIL / GOVERNANCE

### 1.1 Code of Conduct

Introduction	The Local Government (Rules of Conduct) Regulations were Gazetted in 2007, effective following the Local Government elections.	
Objective	The Regulations apply to Councillors, but not to employees or members of the public who may be appointed to a Committee.	
History	Adopted	21 August 2008

1. The following Policy Schedule 1.1 – Code of Conduct is adopted, and forms part of this Statement.
2. The Code of Conduct applies to –
  - Councillors, insofar as it is not contradicted by the Local Government Act or Rules of Conduct Regulations,
  - all employees
  - any employee which, for the purpose of the Code of Conduct, means a person employed by the Shire under section 5.36 of the Local Government Act and any volunteer worker,
  - consultant or contractor engaged by the Shire.
  - members of the public appointed to a Committee of Council.
  -

#### **POLICY SCHEDULE 1.1 – CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS & STAFF**

*Based on WALGA Model of February 2008*

#### **PREAMBLE**

The Code of Conduct provides Council Members, Committee Members and staff of the Shire of Yalgoo with consistent guidelines for an acceptable standard of professional conduct. The Code addresses in a concise manner the broader issue of ethical responsibility and encourages greater transparency and accountability in individual Local Governments.

The Code is complementary to the principles adopted in the Local Government Act and regulations which incorporates four fundamental aims to result in –

- (a) better decision-making by local governments
- (b) greater community participation in the decisions and affairs of local governments
- (c) greater accountability of local governments to their communities; and
- (d) more efficient and effective local government.

The Code provides a guide and a basis of expectations for Council Members, Committee Members and staff. It encourages a commitment to ethical and professional behaviour and outlines principles in which individual and collective responsibilities may be based.

#### **STATUTORY ENVIRONMENT**

The Code of Conduct observes statutory requirements of the Local Government Act 1995 (S 5.103 – Codes of Conduct) and Local Government (Administration) Regulations 1996 (Regs 34B and 34C).

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### RULES OF CONDUCT

Council Members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with prescribed rules of conduct as described in the Local Government Act 1995 and Local Government (Rules of Conduct) Regulations 2007.

#### 1. ROLES

##### 1.1 Role of Council Member

The primary role of a Council Member is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future for the Shire will be the focus of the Council Member's public life.

The Role of Council Members as set out in S 2.10 of the Local Government Act 1995 follows:

*"A Councillor —*

- (a) Represents the interests of electors, ratepayers and residents of the district*
- (b) provides leadership and guidance to the community in the district*
- (c) facilitates communication between the community and the council*
- (d) participates in the local government's decision-making processes at council and committee meetings and*
- (e) performs such other functions as are given to a Councillor by this Act or any other written law."*

A Council Member is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives. In fulfilling the various roles, Council Members activities will focus on:

- achieving a balance in the diversity of community views to develop an overall strategy for the future of the community
- achieving sound financial management and accountability in relation to the Local Government's finances
- ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns
- working with other governments and organisations to achieve benefits for the community at both a local and regional level
- having an awareness of the statutory obligations imposed on Council Members and on Local Governments.

In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

##### 1.2 Role of Staff

The role of staff is determined by the functions of the CEO as set out in S 5.41 of the Local Government Act 1995: -

*"The CEO's functions are to —*

- (a) advise the council in relation to the functions of a local government under this Act and other written law*
- (b) ensure that advice and information is available to the council so that informed decisions can be made*
- (c) cause council decisions to be implemented*
- (d) manage the day to day operations of the local government*
- (e) liaise with the Shire President or president on the local government's affairs and the performance of the local government's functions*
- (f) speak on behalf of the local government if the Shire President or president agrees*

## **Shire of Yalgoo Council Policy Manual March 2020**

- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to S 5.37(2) in relation to senior employees)*
- (h) ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and*
- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO."*

### **1.3 Role of Council**

The Role of the Council is in accordance with S 2.7 of the Local Government Act 1995:

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

### **1.4 Relationships between Council Members and Staff**

An effective Councillor will work as part of the Council team with the Chief Executive Officer and other members of staff. That teamwork will only occur if Council Members and staff have a mutual respect and co-operate with each other to achieve the Council's corporate goals and implement the Council's strategies. To achieve that position, Council Members need to observe their statutory obligations which include, but are not limited to, the following:

- accept that their role is a leadership, not a management or administrative one
- acknowledge that they have no capacity to individually direct members of staff to carry out particular functions
- refrain from publicly criticising staff in a way that casts aspersions on their professional competence and credibility

## **2. CONFLICT AND DISCLOSURE OF INTEREST**

### **2.1 Conflict of Interest**

- (a) Council Members, Committee Members and staff will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- (b) Staff will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Shire, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- (c) Council Members, Committee Members and staff will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing in land within the local government area or which may otherwise be in conflict with the Council's functions (other than purchasing the principal place of residence).
- (d) Council Members, Committee Members and staff who exercise a recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.

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- (e) Staff will refrain from partisan political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity. An individual's rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination, and this is supported by anti-discriminatory legislation.

### 2.2 Financial Interest

Council Members, Committee Members and staff will adopt the principles of disclosure of financial interest as contained within the Local Government Act.

### 2.3 Disclosure of Interest

*Definition:*

*In this clause, and in accordance with Regulation 34C of the Local Government (Administration) Regulations 1996 -*

*"interest" means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.*

- (a) A person who is an employee and who has an interest in any matter to be discussed at a council or committee meeting attended by the person is required to disclose the nature of the interest -
  - (i) in a written notice given to the CEO before the meeting; or
  - (ii) at the meeting immediately before the matter is discussed.
- (b) A person who is an employee and who has given, or will give, advice in respect of any matter to be discussed at a council or committee meeting not attended by the person is required to disclose the nature of any interest the person has in the matter -
  - (i) in a written notice given to the CEO before the meeting; or
  - (ii) at the time the advice is given.
- (c) A requirement described under items (a) and (b) exclude an interest referred to in S 5.60 of the Local Government Act 1995.
- (d) A person is excused from a requirement made under items (a) or (b) to disclose the nature of an interest if -
  - (i) the person's failure to disclose occurs because the person did not know he or she had an interest in the matter; or
  - (ii) the person's failure to disclose occurs because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person discloses the nature of the interest as soon as possible after becoming aware of the discussion of a matter of that kind.
- (e) If a person who is an employee makes a disclosure in a written notice given to the CEO before a meeting to comply with requirements of items (a) or (b), then -
  - (i) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
  - (ii) immediately before a matter to which the disclosure relates is discussed at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present.
- (f) If -
  - (i) to comply with a requirement made under item (a), the nature of a person's interest in a matter is disclosed at a meeting; or
  - (ii) a disclosure is made as described in item (d)(ii) at a meeting; or
  - (iii) to comply with a requirement made under item (e)(ii), a notice disclosing the nature of a person's interest in a matter is brought to the attention of the persons present at a meeting,
 the nature of the interest is to be recorded in the minutes of the meeting.

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### 3. PERSONAL BENEFIT

#### 3.1 Use of Confidential Information

Council Members, Committee Members and staff will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways which are inconsistent with their obligation to act impartially and in good faith, or to improperly cause harm or detriment to any person or organisation.

#### 3.2 Intellectual Property

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Local Government upon its creation unless otherwise agreed by separate contract.

#### 3.3 Improper or Undue Influence

Council Members and staff will not take advantage of their position to improperly influence other Council Members or staff in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

#### 3.4 Gifts

*Definition:*

*In this clause, and in accordance with Regulation 34B of the Local Government (Administration) Regulations 1996 -*

*“activity involving a local government discretion” means an activity -*

- (a) that cannot be undertaken without an authorisation from the local government; or*
- (b) by way of a commercial dealing with the local government;*

*“gift” has the meaning given to that term in S 5.82(4) except that it does not include -*

- (a) a gift from a relative as defined in S 5.74(1); or*
- (b) a gift that must be disclosed under Regulation 30B of the Local Government (Elections) Regulations 1997; or*
- (c) a gift from a statutory authority, government instrumentality or non-profit association for professional training;*

*“notifiable gift”, in relation to a person who is an employee, means -*

- (a) a gift worth between \$50 and \$300; or*
- (b) a gift that is one of 2 or more gifts given to the employee by the same person within a period of 6 months that are in total worth between \$50 and \$300;*

*“prohibited gift”, in relation to a person who is an employee, means -*

- (a) a gift worth \$300 or more; or*
- (b) a gift that is one of 2 or more gifts given to the employee by the same person within a period of 6 months that are in total worth \$300 or more.*

- (a) A person who is an employee is to refrain from accepting a prohibited gift from a person who -
  - (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
  - (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion.
- (b) A person who is an employee and who accepts a notifiable gift from a person who -
  - (i) is undertaking or seeking to undertake an activity involving a local government discretion; or



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- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion, notify the CEO, in accordance with item (c) and within 10 days of accepting the gift, of the acceptance.
- (c) The notification of the acceptance of a notifiable gift must be in writing and include -
- (i) the name of the person who gave the gift; and
  - (ii) the date on which the gift was accepted; and
  - (iii) a description, and the estimated value, of the gift; and
  - (iv) the nature of the relationship between the person who is an employee and the person who gave the gift; and
  - (v) if the gift is a notifiable gift under paragraph (b) of the definition of “notifiable gift” (whether or not it is also a notifiable gift under paragraph (a) of that definition) –
    - (1) a description; and
    - (2) the estimated value; and
    - (3) the date of acceptance,
 of each other gift accepted within the 6-month period.
- (d) The CEO is to maintain a register of notifiable gifts and record in it details of notifications given to comply with a requirement made under item (c).
- (e) This clause does not apply to gifts received from a relative (as defined in S 5.74(1) of the Local Government Act) or an electoral gift (to which other disclosure provisions apply).
- (f) This clause does not prevent the acceptance of a gift on behalf of the local government in the course of performing professional or ceremonial duties in circumstances where the gift is presented in whole to the CEO, entered into the Register of Notifiable Gifts and used or retained exclusively for the benefit of the local government.

## **4. CONDUCT OF COUNCIL MEMBERS, COMMITTEE MEMBERS AND STAFF**

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### **4.1 Personal Behaviour**

- (a) Council Members, Committee Members and staff will:
- act, and be seen to act, properly and in accordance with the requirements of the law and the terms of this Code;
  - perform their duties impartially and in the best interests of the Local Government uninfluenced by fear or favour;
  - act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interests of the Local Government and the community;
  - make no allegations which are improper or derogatory (unless true and in the public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
  - always act in accordance with their obligation of fidelity to the Local Government.
- (b) Council Members will represent and promote the interests of the Local Government, while recognising their special duty to their own constituents.

### **4.2 Honesty and Integrity**

Council Members, Committee Members and staff will:

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- (a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- (b) bring to the notice of the Shire President/President any dishonesty or possible dishonesty on the part of any other member, and in the case of an employee to the Chief Executive Officer.
- (c) be frank and honest in their official dealing with each other.

### **4.3 Performance of Duties**

- (a) While on duty, staff will give their whole time and attention to the Local Government's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Local Government.
- (b) Council Members and Committee Members will always exercise reasonable care and diligence in the performance of their duties, being consistent in their decision making but treating all matters on individual merits. Council Members and Committee Members will be as informed as possible about the functions of the Council and treat all members of the community honestly and fairly.

### **4.4 Compliance with Lawful Orders**

- (a) Council Members, Committee Members and staff will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution can not be achieved, with the Chief Executive Officer.
- (b) Council Members, Committee Members and staff will give effect to the lawful policies of the Local Government, whether or not they agree with or approve of them.

### **4.5 Administrative and Management Practices**

Council Members, Committee Members and staff will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.

### **4.6 Corporate Obligations**

- (a) Standard of Dress

Council Members, Committee Members and staff are expected to comply with neat and responsible dress standards at all times. Accordingly:

- (i) Council Members and Committee Members will dress in a manner appropriate to their position, in particular when attending meetings or representing the Local Government in an official capacity.
  - (ii) Management reserves the right to adopt policies relating to corporate dress and to raise the issue of dress with individual staff.
- (b) Communication and Public Relations
  - (i) All aspects of communication by staff (including verbal, written or personal), involving Local Government's activities should reflect the status and objectives of that Local Government. Communications should be accurate, polite and professional.
  - (ii) As a representative of the community, Council Members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of the Council. In doing so Council Members should acknowledge that:
    - as a member of the Council there is respect for the decision-making processes of the Council which are based on a decision of the majority of the Council;

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- information of a confidential nature ought not be communicated until it is no longer treated as confidential;
- information relating to decisions of the Council on approvals, permits and so on ought only be communicated in an official capacity by a designated officer of the Council;
- information concerning adopted policies, procedures and decisions of the Council is conveyed accurately.

(iii) Committee Members accept and acknowledge it is their responsibility to observe any direction the Local Government may adopt in terms of advancing and promoting the objectives of the Committee to which they have been appointed.

**4.7 Appointments to Committees**

As part of their representative role Council Members are often asked to represent the Council on external organisations. It is important that Council Members:

- clearly understand the basis of their appointment; and
- provide regular reports on the activities of the organisation.

**5. DEALING WITH COUNCIL PROPERTY****5.1 Use of Local Government Resources**

Council Members and staff will:

- (a) be scrupulously honest in their use of the Local Government's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- (b) use the Local Government resources entrusted to them effectively and economically in the course of their duties; and
- (c) not use the Local Government's resources (including the services of Council staff) for private purposes (other than when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

**5.2 Travelling and Sustenance Expenses**

Council Members, Committee Members and staff will only claim or accept travelling and sustenance expenses arising out of travel-related matters which have a direct bearing on the services, policies or business of the Local Government in accordance with Local Government policy and the provisions of the Local Government Act.

**5.3 Access to Information**

- (a) Staff will ensure that Council Members are given access to all information necessary for them to properly perform their functions and comply with their responsibilities.
- (b) Council Members will ensure that information provided will be used properly and to assist in the process of making reasonable and informed decisions on matters before the Council.

*– End of Schedule*

**Shire of Yalgoo Council Policy Manual March 2020****1.2 Standing Orders**

Introduction	There is no requirement for a local government to adopt standing orders (as a local law) though it is hard to imagine a Council meeting functioning smoothly without rules of debate. The Shire of Yalgoo recognises this as a broad need and has opted down the path of an abbreviated version of rules in policy format rather than a formal local law.	
Objective	To set down rules of debate for Council or Committee meetings that satisfy the needs of the Shire of Yalgoo.	
History	Adopted	19 July 2007
	Former Policy	1.5
	Amended / confirmed	21 August 2008

**Policy Statement**

The following Policy Schedule 1.2 – Standing Orders is adopted, and forms part of this Statement.

– End of Policy

**POLICY SCHEDULE 1.2 – STANDING ORDERS****1. Interpretation**

In this policy, unless the contrary intention appears,

“absolute majority”	“motion”
“CEO”	“meeting”
“committee”	“member”
“council”	“president”
“councillor”	“presiding member”
“local government”	“prescribed,”

shall be interpreted as defined in the Local Government Act 1995.

“Agenda” means a customary list of matters for consideration by the Council or Committee.

“Clause” means each numbered clause of this policy.

“Deputation” means any persons appearing before the Council or a Committee on specific business, other than within the time set aside at the commencement of the meeting for submissions and questions from members of the public.

“Reports” means committee or officer reports supported by a précis, administrative comment (where appropriate) and recommendations that are included in the agenda for Council consideration.

“Standing Orders” means this text.

**2. Proceedings to be Conducted According to Standing Orders**

The proceedings and business of the Council shall be conducted in accordance with Act, the regulations and any other State law, and where not specifically prescribed, according to this policy.

**3. Notice of Meeting – Members to Receive Notice**

Notice of a Council or Committee meeting shall be given by CEO in accordance with the Act by means of an agenda setting out the matters for consideration.

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### **4. Notices of Motion – Councillor**

A councillor may bring forward business in the form of a written motion, which shall be given to the Chief Executive Officer, either at the meeting previous to the meeting at which it is intended to move the motion, or at any time thereafter, up to 24 hours before the close of the agenda.

### **5. Agenda**

Notice required in clause 3 shall be in the form of an agenda setting out the matters for consideration and decision by the council which shall be closed by the CEO at such a time so as to ensure compliance with the requirements of the Act.

### **6. Urgent Business**

General business will not be admitted to Council.

In cases of urgency or other special circumstances, where a matter cannot or should not be deferred until the next meeting, urgent items may, with the consent of a majority of Councillors present, be heard and dealt with. Any such business shall be in the form of a clear motion, and the President may require such a motion to be written and signed by the Councillor or officer proposing the motion or recommendation.

### **7. Deputations**

Persons wishing to appear before Council or a Committee as a deputation should apply to the CEO at least one week before the date of the meeting, specifying the purpose of the deputation and the number of persons in the deputation. Deputations may be permitted at the discretion of the Presiding Member or by a resolution of the Council or Committee (as the case may not be). Not more than two members of a deputation may address the Council or Committee, except to answer questions from members of the Council or Committee.

### **8. Ordinary Meeting – Order of Business**

As far as practicable, proceedings of the ordinary meeting of the Council shall be:

1. Declaration of Opening/Announcement of Visitors
2. Record of Attendance/Apologies/Leave of Absence
3. Disclosures of Interest
4. Public Question Time
  - Response to Questions Taken on Notice
  - Questions Without Notice
5. Petitions/Deputations/Presentations/Submissions
6. Notice of Matters to be Discussed Behind Closed Doors
7. Applications for Leave of Absence
8. Announcements Concerning Meetings Attended
9. Confirmation of Minutes
10. Minutes of Committee Meetings
11. Reports of Officers
12. Notices of Motion
  - Previous Notice received
  - For Consideration at the Following Meeting
13. Urgent Business
14. Matters for which the Meeting may be Closed
15. Next Meeting
16. Meeting Closure

Deputations may be received at the time determined by the Presiding Member, to fit the purpose deputation to the deputation to the order of business or generally to suit the convenience and good conduct of the meeting.

**Shire of Yalgoo Council Policy Manual March 2020****10. Role of the Presiding Member**

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- a) The Presiding Member may direct attention to any matter of interest or relevance to the business of the meeting or propose a change to order of business. Any member may move that a change in order of business proposed by the Presiding Member not be accepted and if carried by majority of members present, the propose change in order will not take place.
- b) The Presiding Member may take part in a discussion upon any question before the council, subject to the same conditions as applicable to any Councillor.
- c) To preserve order, when the Presiding Member indicates a wish to speak during the progress of a debate, any member then speaking shall immediately cease. Every person present shall observe silence in order that the Presiding Member may be heard without interruption. This clause is not to be used by the Presiding Member in the exercise of the right to take part in Council discussion.
- d) A Councillor may move a motion to disagree with a ruling made by the Presiding Member. The Presiding Member must immediately call for a seconder and put the motion without debate.

**9. Public Conduct at Meetings**

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- a) Any person or persons may attend meetings of Council provided that there is no expression of dissent, approval or level of conversation that interrupts the proceedings of Council (except by any person making public statements or asking a question in accordance with clause 7).
- b) In the event of an interruption, the Presiding Member may request that the person or the persons cease to do so. If they do not comply, the Presiding Member may direct that the person or persons immediately withdraw from the meeting room. Failure to comply with such a direction shall constitute an offence against these Standing Orders.

**11 Maintenance of Order**

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- a) Members shall speak of each other and staff during this meeting by their respective titles of President, Councillor or CEO. Members shall not impute motives or use offensive or objective expressions in reference to any member, officer of the council, or any other person.
- b) If a member commits a breach of the preceding clause, the Presiding Member, or the Council by resolution, may require that member to withdraw unreservedly any offending comment and to make a satisfactory apology. If the member refuses to do so, the Presiding Member shall direct the member to cease speaking.
- c) A Councillor wishing to address a meeting shall indicate by raising a hand. When invited by the Presiding Member to do so the councillor may address the Council through the Presiding Member.
- d) Councillors shall restrict remarks to the matter under discussion, or to an explanation or point of order.
- e) All addresses shall be limited to maximum of five minutes. Extension of time is permissible only with the agreement of the majority of members.
- f) No member shall interrupt another member whilst speaking unless to raise a point of order or call attention to the absence of a quorum.

**12 Procedures for Debate of Motions**

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- a) It shall be the function of the Presiding Member to determine the majority opinion of the Councillors present at a meeting of any motion placed before the meeting.
- b) As determined by the Presiding Member, recommendations presented on the business paper and serially numbered, may be offered to the meeting as a block for Council endorsement and such motions, with or without amendment, may be moved and seconded as a whole as a motion of the Council. Each item adopted by the Council shall become a resolution of the Council and shall be recorded in the minutes.
- c) Block voting shall not apply in cases where an absolute majority voting is required by the Act.

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- d) Before debate is opened, the motion must be moved and seconded. A motion not being seconded is to be considered and recoded as lapsed.
- e) The elected member moving a motion is not under any obligation to move the recommendation of an Officer but shall give due consideration to the Officer's recommendation on the matter, which may be moved verbatim, or with changes to the wording. If the Officer's recommendation is varied, either in the original motion or by formal amendment, the elected member moving the motion must also provide the reason for variation, to be recorded in the Minutes, as required by the Act.
- f) When a motion is under debate, no further motion shall be accepted.
- g) The Presiding Member will call speakers to a motion in the following order:
  - (i) The mover to state the motion
  - (ii) A seconder to the motion
  - (iii) The mover to speak to the motion
  - (iv) The seconder to speak to the motion
  - (v) A speaker against the motion
  - (vi) A speaker for the motion
  - (vii) Other speakers against and for the motion, alternating in view, if any
  - (viii) Mover takes right of reply which closes debate
- h) If the Presiding Member believes enough discussion has taken place even though all members may not have spoken, he may offer the right of reply to the mover to close the debate.

### 13. Procedural Motions

To expedite meetings of Council, procedural motions are not required to be in writing but must be moved and seconded –

- a) *"That the Council do now adjourn until (state time and date)."* If carried, will clause the meeting to stand adjournment as specified to any other time not more than seven days from date of adjournment.
- b) *"That the motion be now put."* If carried without amendment requires the Presiding Member to offer the mover the right of reply, and then immediately put the motion to the meeting. If carried during debate on an amendment requires the Presiding Member to put the motion without any right of reply.
- c) *"That the Councillor be heard no longer heard."* If carried this motion requires the Presiding Member not to allow the speaker to speak any further on the motion, excepting the right of reply if the speaker was the mover of the motion.
- d) *"That the ruling of the Presiding Member be disagreed with."* If carried this will cause the ruling of the Presiding Member to be reversed, and for the meeting to proceed accordingly. Such a motion cannot be moved in the case of the Presiding Member's adjournment of the meeting to regain order.
- e) *"That the Council meet behind closed doors."* If carried this will cause the public and any officer or employees the Council determines to leave the room, unless remaining with the consent of Council.
- f) *"That Standing Order (clause or clauses to be stated) be suspended."* If carried will cause the procedure of these standing orders to be suspended in part or in the whole.
- g) *"That the matter lay on the table until (specify meeting)."* If carried, has the effect that all consideration and discussion of the matter is deferred until the meeting specified.

### 14. Decision Making Processes

- a) Amendments – Any number of amendments may be proposed to a motion, but whenever any amendment is made upon a motion, no second or subsequent amendment shall be moved or considered until the first amendment has been disposed of.
- b) Foreshadowed Motion – During the course of debate on an amendment to a motion, a member may give notice of intention to move a motion or amendment when the question before the meeting is decided.

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- c) Motion – If an amendment to a motion is carried, the motion as amendment shall then be submitted as the motion and shall become the question before the meeting upon which any member may speak and any further amendment may be moved.
- d) Consent of Secunder Required to Accept Alteration of Wording – The mover of a motion may not alter the wording of the motion without the consent of the seconder.
- e) Withdrawal of Motion and Amendments – Council may, without debate, grant leave to withdraw a motion or amendment upon request of the mover of the motion or amendment and with the approval of the seconder provided that there is no voice expressed to the contrary view by any member, in which case discussion on the motion or amendment shall not continue.
- f) Limitation of Motion and Amendments – Where an amendment has been proposed to a motion, the motion shall not be withdrawn, except by consent of the, majority of members present, until the amendment proposed has been withdrawn or lost.
- g) Right of Reply – The mover of a motion shall have the right to reply. After the mover of the motion has commenced the reply, no other member shall speak on the question. The reply must be confined to rebutting arguments raised by previous speakers and no new matter may be introduced.
- h) All Members to Vote – Save where the Act otherwise provides, at every meeting of the Council every member shall vote, and if any member who is entitled to vote fails to vote, the Presiding Member shall call upon the member to vote.
- i) Method of Taking Vote – In putting the questions to the council, the Presiding Member may ask whether there is no objection to the motion, and if not, the motion is deemed carried unanimously. If objection is raised to the motion, the Presiding Member shall put the question as often as necessary to determine the decision from a show of hands before declaring a decision.
- j) Declaration of Vote – The Presiding Member shall declare the vote to be carried or lost, stating the number of votes in favour and against the motion.

## **15. Points of Order**

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- a) Procedure – Upon a matter of order a Councillor may raise a point of order including interrupting the speaker. A Councillor shall immediately cease speaking while the Presiding Member considers the point of order.
- b) Definition – The following definitions shall constitute a point of order –
  - Discussion of a matter not before the Council or Committee.
  - Use of offensive or insulting language.
  - Violation of any provision of this policy, provided that the Councillor raising the point of order states the standing order believed to be breached.
- c) Ruling – The Presiding Member shall give a decision on any point of order after the point has been raised by upholding or rejecting it. The ruling of the Presiding Member shall final, unless a majority of the members support a motion of dissent with the ruling.
- d) Precedence – All points of order take precedence over any other debate and until decided and suspends the consideration of every other matter.

## **16. Committees of Council**

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- a) The Council shall, at the first meeting held after each ordinary election day, review all appointed committees.
- b) Power and Duties – The power and duties of Committees shall be defined and delegated to them by resolution carried by absolute majority of the Council and recorded in the Delegations Register. The constitution and practice of the Committees shall accord with the Act.
- c) Recommendations of Committees – The recommendations of a Committee shall be presented to the next appropriate Council meeting.



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- d) Inspection of Plans – All plans referred to in any recommendation of the Committee shall lay on the table of the Council Chamber for inspection by Councillors at the meeting at which the matter is being considered.
- e) Rights and Responsibilities of Councillors who are not Committee Members – Councillors who are not members of a committee may attend all meetings of all Committees and may participate only at the invitation of the Presiding Member but may not vote. Travel expenses are payable only to Councillors who are members of the Committee unless specifically authorised by Council by resolution prior to the committee meeting.

**17. Chief Executive Officer – Duty**

It is the duty of the Chief Executive Officer to draw the attention of the Council, any breach or likely breach of these standing orders even if it requires interrupting any person who may be speaking.

– End of Schedule

**1.3 Authorised Meetings – Payment Claim**

Introduction	The Local Government Act 1995 provides two different classifications of expenses that can be reimbursed to members. They are those that “shall” be paid and those that “may” be paid		
Objective	To establish the basis upon which Council will reimburse travel and other expenses (accommodation and meals) pursuant to section 5.98 of the Local Government Act 1995 (Discretionary Expenses)		
History	Adopted	19 April 2007	ref OC0412
	Former Policy	1.3	
	Amended / confirmed	21 August 2008	
	Amended	26 November 2009	
	Amended	20 February 2014,	C2014-0239

**Policy Statement**

1. Council will reimburse travel and other expenses where Members of Council have been appointed as delegates by resolution of Council as well as where there is a requirement for a Councillor to attend interviews for senior staff or CEO positions.
2. Refer also Policy 3.2 – Conference and Training Expenses concerning accommodation, meals and out-of-pocket expenses etc

– End of Policy

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### 1.4 Council Chambers Usage

Introduction	The purpose of this policy is to ensure the Chamber is used as a fit for purpose space.	
History	Adopted	unknown
	Amended	unknown
	Former Policy	1.4
	Amended / confirmed	19 February 2016

#### Policy Statement

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1. The Council Chambers are not available for general use.
2. Where the meeting involves the Shire as an organisation or is of importance to the Shire, the CEO has discretion to approve use of the Chambers, for example –
  - meetings with/by visitors (e.g. parliamentarians, government agencies, developers etc)
  - administrative – audit, consultants, meetings requiring additional privacy etc.
3. No meals are to be consumed in the Chambers.

– End of Policy

### 1.5 Portraits in Council Chambers

Objective	To ensure appropriate portraits are displayed in the Council Chambers	
History	Adopted	22 November 1999
	Former Policy	1.6
	Amended / confirmed	21 August 2008

#### Policy Statement

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That, subject to the agreement by the immediate families, the portraits of Presidents and members of fifteen years service or more of the Council of the Shire of Yalgoo or the Yalgoo Roads Board be exhibited in the Council Chambers.

– End of Policy

### 1.6 Councillors Recognition of Service

**Introduction**      **The Minister for Local Government must give Councillors written exemption from the requirement to declare a financial interest prior to any change to this Policy.**

This Policy is a Financial Interest as defined by the Local Government Act s.5.60 and 5.60A and an exemption from the Minister under s.5.69, is therefore required prior to any amendment, alteration or revocation of the Policy whatsoever.

Although Councillors can claim travel, meeting expenses etc as of right, it is considered appropriate that there be some recognition from the Shire on behalf of the community, for their commitment to the district. Where qualifying, enquiries should also be made through the Department of Local Government to obtain a Certificate of Appreciation from the Minister.

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Objective	To recognise the service of, and show appreciation to, departing Councillors.		
History	Adopted	16 November 2007	
	Former Policy	3.18	
	Amended / confirmed	21 August 2008	
	Amended	5 December 2013	C2013-1207

**Policy Statement**

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1. Each departing Councillor shall receive an appropriate plaque or certificate of service.
2. The CEO is to arrange a suitable gift for departing Councillors, as per section 34AC of the Local Government (Administration) Regulations 1996.
3. Presentation of the plaque or certificate and gift will generally be made at the final meeting being attended by the Councillor, or at the Annual Shire Christmas function.
4. Multiple terms of service as a member of Council are to be considered individually according to each period, and not cumulatively.
5. Where qualifying, application for a Certificate of Appreciation from the Minister is to be made through the Department of Local Government.

**1.7 External Organisations – Council Representatives**

Introduction	Council nominated representatives to several external organisations from time to time, but the nominated person may not always be available.		
Objective	To ensure that Council is represented by an authorised nominee at meetings, by specifying the organisations and order of precedence to represent Council.		
History	Adopted	21 August 2008	
	Amended	26 November 2009	

**Policy Statement**

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1. Council nominates the following people to the external organisations listed –
  - Murchison Vermin Regional Council
  - Murchison Country Zone of WALGA
  - Regional Road Group and sub-Group
  - Yalgoo LCDC
  - Crosslands Resources Community Liaison Committee
2. Nominations as Council representatives to external organisations are to be reviewed at the first meeting following the ordinary Local Government elections, and new nominations to be delegates until the meeting following the next ordinary Local Government elections, subject to the provisions of the Local Government Act.
3. Should a representative or deputy representative resign their nomination or become disqualified to continue as a Councillor, their nomination lapses immediately, and Council will decide a new nomination at the next meeting.
4. Subject to the Constitution or Rules of the Organisation, if precedence needs to be determined due to unavailability or for some other reason, the order of priority will be –
  - a) Council's nominated representative/s
  - b) Council's nominated deputy representative/s

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- c) President
- d) Deputy President
- e) Past Presidents in order of most recent retirement
- f) Councillors in order of length of service
- g) CEO

**This table is to be updated post Elections each year**

Organisation	Delegates and number		Deputy/s
Murchison Vermin Regional Council	2	Cr G. Payne & Cr P. Lawson	
Murchison Country Zone of WALGA	2	Cr G. Payne & Cr G. trenfield	Cr R. Valenzuela
Regional Road Group and sub-Group	2	Cr R. Valenzuela & Cr P. Lawson	Cr G. Payne
Yalgoo Land Conservation District Committee	2	Cr P. Lawson & Cr T. Hodder	
Yalgoo Arts & Cultural Committee	2	Cr G. Payne, Cr G. Simpson & Cr T Hodder	

## 1.8 Elected Member Records – Capture and Management

Introduction	The State Records Office requires elected members to retain and produce various records.	
Objective	To meet the obligations imposed on elected members and the organisation by the SRO under the State Records Act.	
History	Adopted	28 August 2009

### Policy Statement

1. State Records Office policy which imposes the obligations on elected members and the organisation under the State Records Act, as advised on 30 July 2009, is –

*In relation to the recordkeeping requirements of local government elected members, records must be created and kept which properly and adequately record the performance of member functions arising from their participation in the decision-making processes of Council and Committees of Council. This requirement should be met through the creation and retention of records of meetings of Council and Committees of Council of local government and other communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business.*

*Local governments must ensure that appropriate practices are established to facilitate the ease of capture and management of elected members' records up to and including the decision-making processes of Council.*

2. Each elected member is responsible for determining which records are required for capture and management, and submission of the record to the CEO, for storage.
3. The Shire as an organisation, in meeting its obligations to facilitate the capture and management of elected member records will –
  - provide a collection point readily accessible to each elected member to deposit the required materials

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- materials collected will be separated according to elected member and financial year of deposit
- for electronic records (emails, digital photos etc), a CD suitable for backup of all electronic records will be provided at least once per year,
- the CD then to be deposited with other required materials,
- where a copy of the record is to be retained by the elected member, photocopying or other duplicate as necessary, will be provided without charge.

4. Access to the records created may be required, and is to be facilitated by the CEO –

- as permitted under various legislation such as the Local Government Act, the Freedom of Information Act etc,
- by order of an authorised body such as the Standards Panel or a Court of law etc,
- by a representative an authorised body such as the Ombudsman or Crime and Corruption Commission etc.

In effect, any form of record which may affect accountability or contribute to a decision or action made as a Councillor must be retained. These records may be –

- physical – a letter, a handwritten note, a photo someone sends to you to in explanation/complaint, an agenda where you have made notes on various items, etc
- electronic – an email or document sent as an attachment to an email, digital photo, an e-file that is sent for review or comment
- audio – message left on your answering machine, although this is likely to be unusual, since rarely are many details left in a message, but it is a record.

The records are not only those you receive, but also those that you create, such as –

- a note of a conversation where someone asked you to pursue a particular matter,
- a letter that you write in the capacity of Councillor,
- an email you send as a Councillor

The records only need to relate to those *“affecting the accountability of the Council and the discharge of its business ... up to and including the decision- making processes of Council”*. It is the elected members decision and judgement as to what extent this applies, and it is suggested that this not be further defined.

The principles of relevance and ephemerality apply, for example –

- a note to remind you to phone a person is ephemeral, but notes of the conversation may not be
- a copy of an agenda that has no notes made is irrelevant, as the document can be reproduced by the Shire
- a promotional brochure or conference information is not relevant

- End of Policy

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### 1.9 Shire Logo

Introduction	The Shire's logo is copyright to the Shire.	
Objective	This Policy is intended to provide guidance concerning use of the logo.	
History	Adopted	26 November 2009

#### Policy Statement

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1. **The logo of the Shire is –**



2. **The logo should be used –**

- on all Shire publications, letterheads, promotional materials etc
- where the Shire has provided sponsorship or support for a program, activity or advertisement
  - o e.g. – scholarship programs, ICP support etc

3. **Private use of the logo is not permitted unless approved.**

- Private use of the logo will only to be permitted where there is some identifiable benefit to the Shire or community. The proposed use benefits the Shire or community through promotion of the district, directly or indirectly, for example –
  - permitted on a tourism promotion brochure indicating a facility or event is located within the Shire
  - not permitted on private communications, advertising etc
  - on materials which are provided by the Shire, or
  - without the prior approval of the CEO

4. Approval for use of materials provided by the Shire or for private use of the logo may be withdrawn if Council is of the opinion that it is being misused or is for an inappropriate purpose.

For example –

- to imply Shire support of a specific service, activity etc in preference to others, where no such support has been given
- to imply Council authorisation or endorsement of a specific person or position, where no such endorsement has been given.

– End of Policy

**Shire of Yalgoo Council Policy Manual March 2020****1.10 Digital Recording of Proceedings in Council Meetings****COMMENT**

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C2020-0614: Deleted 26 June 2020 in accordance with council decision at its Ordinary Council Meeting held 19 December 2019.

## Shire of Yalgoo Council Policy Manual March 2020

**1.11 Community Engagement and Consultation**

**Policy Type:** Organisational

**History** Adopted TBA

**Legislative Environment** Local Government Act (1995) – Regulation S5.56(2)

**Associated Policies or Frameworks** *DLGC* WA Integrated Planning and Reporting Framework 2011

**Policy Purpose**

This policy sets out the governing principles for community engagement and consultation that underpin the Integrated Planning and Reporting framework to ensure the strategic direction of the organisation is with in keeping with community values and aspirations.

**Objectives**

The objective of this policy is to provide guidance to Councillors and Officers in planning, implementing and reviewing community engagement and consultation for key projects, strategic planning and policy development. This will ensure informed decision-making, transparency, timely and effective communication with key stakeholders and the general community.

**Policy**

- Council is committed to providing leadership and a strong commitment to information sharing, consultation and active participation of the community in contributing to the decision making process.
- Council acknowledges the right of the community to access information, provide feedback, be consulted and actively participate in strategic planning or in key projects of service development. Council's obligations to respond to the community when exercising these rights will be clearly stated in specific consultation processes.
- Objectives for, and limits to, information, consultation and active participation during planning, project and key service development will be defined from the outset. The respective roles and responsibilities of the community (including individuals and groups) and Council (including Councillors and officers) will be made clear as well as to who makes final decisions once the information is analysed.
- The approach for specific consultations will be tailored to the target audiences and consider all other factors outlined in this policy.
- Consultation will be undertaken as early in the planning process as possible to allow to widen the scope of consultation and to improve the outcomes. Adequate time will be made available for consultation to be effective.
- Information provided by Council during planning, project and key service development will be objective, complete and accessible. All those involved in a consultation process will have equal treatment when exercising their rights of access to information and participation.
- Council will ensure adequate financial, human and technical resources are available to make a consultation initiative effective. The allocation of resources will be considered in relation to broader



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budgetary restraints and the implications to existing priorities. Council will support its officers in consultation initiatives.

- Consultation on specific planning, project and key service development will be coordinated across Council to enhance knowledge management, ensure policy coherence, avoid duplication and reduce the risk of “consultation fatigue” within the community.
- Council will be accountable for the use made of input from a consultation process. Council will ensure consultation processes are open, transparent and amenable to external scrutiny and review.
- Council will actively and openly evaluate its consultation processes and practices in planning, project and key service development. The results of evaluation will directly impact upon future consultation initiatives.

**Outcomes**

Measures of success of consultation will include assessments of whether:

- The interests of all parties have been served
- Expectations concerning the process have been met
- Consensus, consent and commitment have emerged
- The process has encouraged generation of the best options
- Objective criteria have been used to assess the different options under consideration
- Understanding has been enhanced
- Relationships between Council and the community and within the community have been enhanced.
- The decision resulting from the consultation has been stable and enduring.

**Responsibility**

Responsibility for the implementation of this policy rests with the Council, CEO and staff of the Shire

**This policy is to remain in place unless otherwise resolved by Council**

**Shire of Yalgoo Council Policy Manual March 2020****1.12 Organisational Risk Management****Rationale**

The purpose of risk management is to develop a culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects. It also is designed to reduce the potential costs of risk by reducing liability, preventing litigation and improving loss control. Risk management is a key process in developing the strategic direction of the shire.

The key drivers for risk management are the councillor's responsibility for due diligence as good corporate governance practice and the due diligence requirements by the insurance industry which impacts on the cost of insurance.

**Policy Statement**

The Council is committed to managing risk in the Shire and will implement the principles of the ISO 31000: 2019 Risk Management Standard as the minimum standard.

It is understood by the Shire that risk management is the systematic application of management policies, procedures and practices to the tasks of establishing the context, identifying, analysing, evaluating, treating, monitoring and communicating risk.

The Audit and Risk Committee will be responsible for ensuring there is a Risk Management Plan for the Shire. The Council recognises that adequate resources are needed to implement the risk management program.

The officer responsible for the Risk Management systems and processes of the Shire must ensure that all risk management processes and assessments are fully documented and managed through the records management system.

**References**

Risk Management Standard AS / ISO 31000 2019 \_ Standards Australia

**Scope**

This policy covers all the operations of the Shire, including corporate governance, legal compliance, infrastructure, business risks, capital assets, finances, information technology, human resources, service delivery and events management.

**Objectives**

- To develop and implement the principles and practices of the risk management standard. Management
- To define the Shire's tolerance to risk and communicate it throughout the Shire.
- To communicate with the community about the Shire's approach to risk.
- To protect and enhance the reputation of the council.
- To develop a risk management plan which is aligned to the integrated planning processes.

**Responsibilities**

*Audit and Risk Committee is responsible for:*

- Ensuring there is a risk management plan for the Shire,
- Establishing the risk tolerance level of the Shire adopted by council.

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### ***CEO: is responsible for:***

- Reporting to the Council on the implementation progress of the risk management standard and ongoing management of risks in the organisation on a *pre-determined frequency* basis.
- Communicating the policy to all Councillors, employees, contractors and consultants
- full implementation of risk management throughout the Shire,
- ensuring that the Risk Management Policy is adopted, communicated throughout the Shire, and included in induction programs.
- ensuring that the Risk Management Policy and Plan are reviewed annually
- Displaying a copy of the policy on staff notice boards or through other relevant communication mediums
- Ensuring that risk management is a standard agenda item at all meetings including toolbox meetings.
- Development of risk management skills through training and education.
- Development of risk management skills through training and education.
- Identifying and measuring performance indicators for risk management that cascade from the risk management plan to position descriptions and performance appraisals.
- Establishing and maintaining the central risk register (hardcopy or electronic)
- Establishing and maintaining the strategic risk planning register

### ***Management are responsible for:***

- Identifying and assessing all the potential risks in their area of responsibility.
- Collating, assessing, treating and reporting to the risk management committee of all areas and tasks under their responsibility.

### ***Employees are responsible for:***

- To comply with the Shire's risk management policy and procedures.
- To attend the risk management training.
- Actively participate in the risk management program and organisational performance review and evaluation program.
- Actively participate in the Shire's continuous improvement program

### **Documentation**

The Council, CEO and Officers will ensure that all risk management processes, assessments and plans are fully recorded throughout the Shire.

## Shire of Yalgoo Council Policy Manual March 2020

### 1.13 Social Media Policy

**Policy Type:** Organisational

**History:** New Policy

**Adopted**

**March 2020**

#### Policy overview and purpose:

Social media is changing the way we communicate. This policy provides practical guidance allowing all parties to benefit from the use of social media, while minimising potential risks and protecting those involved. This policy contains guidelines for the Shire to engage in social media use. It also includes details of breaches of the policy. This policy applies to all persons who are involved with the activities of the Shire

#### Scope:

Social media refers to any online tools or functions that allow people to communicate and/or share content via the internet. This policy is applicable when using social media as:

1. an officially designated individual representing the Shire on social media; and
2. if you are posting content on social media in relation to the Shire that might affect the Shire's name, business, services, events, Elected Members, Management or Officers reputation.

#### Using social media in an official capacity:

You must be authorised by President or the CEO as appropriate to the powers of delegation before engaging in social media as a representative of the Shire.

To become authorised to represent the Shire in an official capacity, you demonstrate you have reviewed the education resources at <https://esafety.gov.au/>

As a part of the Shire's personnel you are an extension of the Shire brand. As such, the boundaries between when you are representing yourself and when you are representing the Shire can often be blurred. It is important that you always represent both yourself and the Shire appropriately online.

#### Guidelines

You must adhere to the following guidelines when using social media related to the Shire:

- **Use common sense**

Whenever you are unsure as to whether or not the content you wish to share is appropriate, seek advice from others before doing so or refrain from sharing the content to be on the safe side.

- **Protecting your privacy**

Be smart about protecting yourself and your privacy. Refrain from posting any content online that you would not be happy for anyone to see, even if you feel confident that a particular individual would never see it. Where possible, privacy settings on social media platforms should be set to limit access. You should also be cautious about disclosing your personal details.

- **Honesty**

Do not say anything that is dishonest, untrue or misleading. If you are unsure, check the source and the facts before uploading or posting anything – if in doubt, do not post or upload. Do not post anonymously, using pseudonyms or false screen names. Be transparent and honest. Use your real name, be clear about who you are and identify any affiliations you have. If you have a vested interest in something you are discussing, point it out. If you make an endorsement or recommendation about something you are affiliated with, or have a close relationship with, you must disclose that affiliation.

## **Shire of Yalgoo Council Policy Manual March 2020**

The web is not anonymous. You should assume that all information posted online can be traced back to you. You are accountable for your actions both on and offline, including the information you post via your personal social media accounts.

- **Use of disclaimers**

Wherever practical, include a prominent disclaimer stating who you work for or are affiliated with (e.g. member of <club name>) and that anything you publish is your personal opinion and that you are not speaking officially. This is good practice and is encouraged, but don't count on it to avoid trouble — it may not have legal effect.

### **Reasonable use**

If you are an employee of the Shire you must ensure that your personal use of social media does not interfere with your work commitments or productivity.

### **Respect confidentiality and sensitivity**

When using social media, you must maintain the privacy of the Shire's confidential information. This includes information that is not publicly accessible, widely known, or not expected to be shared outside of the Shire. Remember, if you are online, you are on the record—much of the content posted online is public and searchable.

Within the scope of your authorisation by the Shire, it is perfectly acceptable to talk about the Shire and have a dialogue with the community, but it is not okay to publish confidential Shire information. Confidential information includes things such as details about litigation, unreleased product information and unpublished details about our Shire services, practices, financial information and information about staff or Elected Members.

When using social media you should be considerate to others and should not post information when you have been asked not to, or where consent has not been sought and given. You must also remove information about another person if that person asks you to do so.

Permission should always be sought if the use or publication of information is not incidental, but directly related to an individual. This is particularly relevant to publishing any information regarding minors. In such circumstances, parental or guardian consent is mandatory.

### **Gaining permission when publishing a person's identifiable image**

You must obtain express permission from an individual to use a direct, clearly identifiable image of that person. You should also refrain from posting any information or photos of a sensitive nature. This could include accidents, incidents or controversial behaviour. In every instance, you need to have consent of the owner of copyright in the image.

### **Complying with applicable laws**

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Do not post or link to content that contains illegal or indecent content, including defamatory, vilifying or misleading and deceptive content.

### **Abiding by copyright laws**

It is critical that you comply with the laws governing copyright in relation to material owned by others and the Shire's own copyrights and brands.

You should never quote or use more than short excerpts of someone else's work, and you should always attribute such work to the original author/source. It is good practice to link to others' work rather than reproduce it.

### **Discrimination, sexual harassment and bullying**

The public in general, and the Shire's employees and elected members, reflect a diverse set of customs, values and points of view. You must not post any material that is offensive, harassing, discriminatory, embarrassing, intimidating, sexually explicit, bullying, hateful, racist, sexist or otherwise inappropriate. When using social media you may also be bound by the Shire's values Bullying and Harassment and Equal Employment Opportunity Policies.

### **Avoiding controversial issues**

Within the scope of your authorisation, if you see misrepresentations made about the Shire in the media, you may point that out to the CEO or President. Always do so with respect and with the facts. If you speak about others, make sure what you say is based on fact and does not discredit or belittle that party.

#### **Dealing with mistakes**

If the Shire makes an error while posting on social media, be up front about the mistake and address it quickly. If you choose to modify an earlier post, make it clear that you have done so. If someone accuses the Shire of posting something improper (such as their copyrighted material or a defamatory comment about them), address it promptly and appropriately and if necessary, seek legal advice.

### **Conscientious behaviour and awareness of the consequences**

Keep in mind that what you write is your responsibility, and failure to abide by these guidelines could put your employment at risk. You should always follow the terms and conditions for any third-party sites in which you participate.

## **Branding and intellectual property of the Shire**

You must not use any of the Shire's intellectual property or imagery on your personal social media site

- trademarks
- logos
- slogans
- imagery which has been posted on the Shire official social media sites or website.

You must not create either an official or unofficial the Shire presence using the organisation's trademarks or name without prior approval from the Shire.

You must not imply that you are authorised to speak on behalf of the Shire unless you have been given official authorisation to do so by the CEO or the President. Where permission has been granted to create or administer an official Shire social media presence you must adhere to the Shire Branding Guidelines.

### **Policy breaches**

Breaches of this policy include but are not limited to:

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- Using the Shire's name, motto, crest and/or logo in a way that would result in a negative impact for the organisation, clubs and/or its members.
- Posting or sharing any content that is abusive, harassing, threatening, demeaning, defamatory or libellous.
- Posting or sharing any content that includes insulting, obscene, offensive, provocative or hateful language.
- Posting or sharing any content in breach of the Shire's anti-discrimination, racial discrimination, sexual harassment or other similar policy.
- Posting or sharing any content that is a breach of any state or Commonwealth law.
- Posting or sharing any material to our social media channels that infringes the intellectual property rights of others.
- Posting or sharing material that brings, or risks bringing the Shire, its affiliates, Elected Members or Officers into disrepute. In this context, bringing a person or organisation into disrepute is to lower the reputation of that person or organisation in the eyes of the ordinary members of the public.

### **Reporting a breach**

If you notice inappropriate or unlawful content online relating to the Shire or any of its Elected Members or Officers, or content that may otherwise have been published in breach of this policy, you should report the circumstances immediately to the CEO or President as appropriate. For a complaint about the misuse of social media that is general in nature, and/or ongoing or personal refer to the Shire's Grievance Policy Process.

### **Investigation**

Alleged breaches of this social media policy may be investigated according relevant policies or regulations. Where it is considered necessary, the Shire may report a breach of this social media policy to police.

### **Disciplinary process, consequences and appeals**

Depending on the circumstances breaches of this policy may be dealt with in accordance with the disciplinary procedures of the Shire. Employees who breach this policy may face disciplinary action up to and including termination of employment in accordance with the disciplinary procedures of the Shire.

### **Appeals**

Any person who is sanctioned under a disciplinary process for breach of this policy may have a right of appeal.

Other legal considerations that may be applicable include but are not limited to:

- Defamation
- Intellectual property laws, including copyright and trade mark laws, Privacy, confidentiality and information security laws
- Anti-discrimination laws
- Employment and Equal opportunity laws
- Advertising standards
- Charter of Human Rights and Responsibilities Act 2006
- Information Privacy Act 2000

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**2. ACCOUNTING / AUDIT****2.1 Deleted****COMMENT**

C2014-0238: Deleted 20 February 2014

**2.2 Deleted**

Former policy 4.6 deleted 2019

**2.2 A Replacement Non-Current Asset Accounting Policy**

<b>Introduction</b>	Non-Current Asset Accounting Policy	
<b>Objective</b>	This policy is intended to outline the prescribed requirements to be followed by Council employed in the acquisition, accounting, control, transfer and disposal of non-current physical assets recognised as property, plant and equipment, and to ensure compliance with the Local Government Act 1995 (Financial Management Regulations 1996 and relevant Australian Accounting Standards	
<b>History</b>	Adopted	March 2020
	Former Policy	2.2
	Amended / confirmed	March 2020

**Policy Statement**

This policy applies to all decision making in respect to current, proposed and future property, plant and equipment which are classified under the land, buildings, plant and equipment, mobile vehicles and plant, furniture and office equipment, recreation equipment and infrastructure

1. **Legislative / Local Law Requirements**  
Council employees you will follow the prescribed treatment for property plant and equipment as per the relevant Australian accounting standards and government legislation.

2. **Capitalisation of assets**  
any acquisition or construction costs incurred over the life of the asset must be recognised as capital expenditure expense. Capitalisation threshold must be established for the recognition of non-current assets in the statement of financial position i.e. to determine which assets will be capitalised and which ones will be expensed.

**2.1 capitalisation thresholds**

the capitalisation threshold set the value of expenditure for items of property plant and equipment above which the expenditure is deemed to be material and recognised as capital expenditure, and below which expenditure is deemed to be immaterial and charged as expenses in the reporting period which expenditure is incurred.

Capitalisation threshold amounts are to be reviewed annually to ensure they remain relevant and effective in the face of inflation.



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***Capitalisation thresholds for each asset class are shown below:***

Asset class	Capitalisation threshold
Land	Nil
Building	\$5000
Plant and equipment	\$5000
Mobile vehicles and plant	\$5000
Furniture and office equipment	\$5000
Infrastructure	\$5000
Software	\$50,000

The benefit of setting a threshold is to ensure efficient use of Shire's resources balanced against the needs to 'expense' items through depreciation against more than one financial year therefore present financial information accurately.

### 3. Definitions

**Asset:** a resource which is controlled as a result of past events and from which future economic benefits are expected to flow

**Capitalisation Threshold:** the minimum amount whereby the value of the non-current asset must be capitalised. Amounts below the recognition threshold are to be treated as an expense

Non-current asset: an asset held for use rather than exchange which provides an economic benefit for a period greater than one year

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### 4. Relevant management documents

Australian Infrastructure Financial Management Guidelines

WALGA Local Government Accounting Manual (Edition Three)

CPA Guide to Valuation and Depreciation 2013

### 5. Legislation / Local Law Requirements

#### State Government Legislation

Local government act 1995

Local Government (financial management) Regulations 1996

Australian Accounting Standards

AASB5 Non-Current Assets Held for Sale and Discontinued Operations

AA SP13 fair value measurement

AA SP 101 presentation of financial statements

AA SP 116 property plant and equipment

AA SP 116 Australian implementation guidance (heritage and cultural assets)

AA SP 16 impairment of assets

AA SP 1031 materiality

AA SP 116 Australian implementation guidance (heritage and cultural assets)

UIG 1030 appreciation of long-lived physical assets

Relevant AA SP interpretations

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### 2.3 Deleted

#### COMMENT

C2014-0238: Deleted 20 February 2014

### 2.4 Deleted

#### COMMENT

C2014-0238: Deleted 20 February 2014

### 2.5 Land Under Roads – Deleted

ASSB 1051 Deleted March 2020

### 2.6 Deleted

#### COMMENT

Deleted 20 February 2014

### 2.7 Integrated Planning: Long Term Financial Planning Policy

Introduction	This Policy is intended to provide clear direction on expectations for long term financial planning and applies to elected members, employees and contractors/consultants engaged by the Shire.		
Objective	The objective of this Policy is to establish a framework for the establishment of Long- Term Financial Planning.		
History	Adopted	C2013-1005	25 October 2013
	Former Policy		
	Amended / confirmed		

#### Policy Statement

As one of the key informing strategies of the Integrated Planning and Reporting Framework, the Long Term Financial Plan takes into consideration the strategic vision and desired outcomes of the Strategic Community Plan and integrates the financial impact of Asset Management Plans, the Workforce Plan, Capital Works Plans and any other service plans to provide a 10 year (or greater) financial forecast of the local government's operations.

The first four forecast years of the Long Term Financial Plan provide the financial context for the Corporate Business Plan and the first year of the Corporate Business Plan provides the financial context for the annual Budget.

The Shire will plan for the long term financial, resources to be used efficiently and effectively by:

- Preparing a long term financial plan annually;
- Establishing principles for the appropriate use of financial resources such as loans and reserves;
- Establishing principles for the level of revenue generated from rates and fees and charges;
- Consider workforce expenditure requirements detailed in the Workforce Plan;

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- Consider asset management renewal, upgrade and replacement needs detailed in the Asset Management Plan;
- Reporting progress against indicators and ratios of financial performance; and
- Undertaking sensitivity analysis to determine the financial impact of various assumptions.

**COMMENT**

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**Definitions**

The following definitions are relevant to this Policy.

**Budget/Annual Budget** is a statutory requirement outlining the financial estimates to deliver the Corporate Business Plan.

**Corporate Business Plan is a local government's internal business planning tool that translates Council** priorities into operations within the resources available. In its entirety, it details the services, operations and projects a local government will deliver over a defined period, the processes for delivering these and the associated cost.

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**Integrated Planning and Reporting** is a framework for establishing community priorities and linking this information into different parts of a local government's functions.

**Long Term Financial Planning is the mechanism that enables local governments to determine their** capability to sustainably deliver the assets and services required by the community. It allows the local government to set priorities, within its resourcing capabilities, to deliver short, medium and long term community priorities.

**Policy Review**

The Long Term Financial Planning Policy will be reviewed annually.

**References**

WA Department of Local Government: *Integrated Planning and Reporting Framework and Guidelines, October 2010.*

WA Department of Local Government: *Long Term Financial Planning Framework and Guidelines, May 2011.*

### **3. ADMINISTRATION / ORGANISATION**

#### **3.1 Policy Manual – Deleted**

#### **3.2 Conference and Training - Attendance and Expenses**

Deleted C2012-0419 – Officers training policy in Employee Orientation and HR Manual

3.2B Councillors Conference and training Replaced by 3.2C

## Shire of Yalgoo Council Policy Manual March 2020

### 3.2C – Attendance at Events Policy 2020

#### OBJECTIVES

- To introduce policy to address section 5.90A. of the Local Government Act 1995 Policy for attendance at events
- To provide elected members and staff with consistent guidelines to ensure transparency, relevance, and value for money for ratepayers.

#### POLICY STATEMENTS

- In developing the Attendance at Events Policy, council needs to actively consider the purpose of and benefits to the community from council members and CEOs attending events. The policy should not be used to intentionally circumvent conflict of interests which may arise from attending events hosted by a provider who will have a significant matter before council. The Attendance at Events policy is to enable council members to attend events as a representative of council without restricting their ability to participate in council meetings.
- This policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of council members and the Chief Executive Officer (CEO).
- Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

#### LEGISLATION

##### 5.90A. Policy for attendance at events

In this section — **event** includes the following —

- a) a concert
- b) a conference
- c) a function
- d) a sporting event,
- e) an occasion of a kind prescribed for the purposes of this definition.

A local government must prepare, and adopt\* a policy that deals with matters relating to the attendance of council members and the CEO at events, including —

- a) the provision of tickets to events; and
- b) payments in respect of attendance; and
- c) approval of attendance by the local government and criteria for approval; and
- d) any prescribed matter.

*\*Absolute majority required.*

A local government may amend\* the policy.

*\*Absolute majority required.*

When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section. The CEO must publish an up-to-date version of the policy on the local government's official website.

#### PROVISION OF TICKETS TO EVENTS

##### Invitation

- All invitations of offers of tickets for a council member or CEO to attend an event should be in writing and addressed to the Chief Executive Officer. Invitations made directly to an Elected

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Member are to be handed to the Chief Executive Officer for action to be taken in accordance with this Policy.

- Any other invitation or offer of tickets not addressed to an Elected Member or the Chief Executive Officer in general is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.
- A list of events and attendees authorised by the local government in advance of the event is recorded in Attachment A.

### **APPROVAL OF ATTENDANCE**

In deciding on attendance at an event, the Council will consider:

- who is providing the invitation or ticket to the event,
- the location of the event in relation to the local government (within the district or out of the district),
- the role of the council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,
- whether the event is sponsored by the local government,
- the benefit of local government representation at the event,
- the number of invitations / tickets received, and
- the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation.

Decisions to attend events in accordance with this policy will be made by simple majority or by the CEO in accordance with any authorisation provided in this policy.

The CEO is authorised to determine matters relating to staff attending conferences, seminars or training (in addition to those listed at Attachment A) that form part of the ongoing operational requirements of the Shire using the considerations as outlined in Training and Development Policy in the Employee Orientation and Induction manual.

### **PAYMENTS IN RESPECT OF ATTENDANCE**

Where an invitation or ticket to an event is provided free of charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district if the council determine attendance to be of public value.

- 6.1 For any events where a member of the public is required to pay, unless previously approved and listed in Attachment A, the council will determine whether it is in the best interests of the local government for a council member or the CEO or another officer to attend on behalf of the council.
- 6.2 If the council determines that a council member or CEO should attend a paid event, the local government will pay the cost of attendance and reasonable expenses, such as travel and accommodation.
- 6.3 Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the local government, must be reimbursed by the representative unless expressly authorised by the council.

## Attachment A – Attendance at Events Policy

Event Description	Date of event	Approved Attendee/s	Position	Approved contribution	Date of council resolution or CEO authorisation
Western Australian Local Government Association (WALGA) Annual Conference and AGM	Annual Event	President, Deputy President 2 x Elected Members CEO	Elected Members & CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	Elected Members – Adopted March 2020 Staff – CEO discretion – Approval of attendance
Zone Conferences	Periodical	President, Deputy President Elected Members CEO DCEO	Elected Members & CEO DCEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	Elected Members – Adopted March 2020  Staff – CEO discretion – Approval of attendance
State Government Budget announcement, launches and other events	Ongoing	President, Deputy President CEO	Elected Members & CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	Elected Members – Adopted March 2020  CEO discretion – Approval of attendance
WALGA Road Conference	Annual Event	President, Deputy President 2 x Elected Members CEO Works Foreman	Elected Members & CEO Works Foreman	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	Elected Members – Adopted March 2020  CEO discretion – Approval of attendance

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<b>Event Description</b>	<b>Date of event</b>	<b>Approved Attendee/s</b>	<b>Position</b>	<b>Approved contribution</b>	<b>Date of council resolution or CEO authorisation</b>
Local Government Professionals Annual Conference	Annual Event	CEO DCEO	CEO DCEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	CEO discretion - Approval of attendance
Synergy Soft or Ozone/Datacom IT Annual User Group Conference	Annual Event	CEO	CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	CEO discretion - Approval of attendance
Moore Stephens Annual Budget Finance Conferences	Annual Event	CEO	CEO	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses. .	CEO discretion - Approval of attendance
Works Supervisors Annual Conference	Annual Event	CEO Works Foreman	CEO Works Foreman	Registration, Accommodation, Travel, Meals and other reasonable cost & living expenses.	CEO discretion - Approval of attendance



### 3.3 Destruction of Records

Introduction

Objective

History Adopted 21 August 2008

#### Policy Statement

The CEO may authorise the destruction of records in line with the Local Government General Disposal Authority as prepared by the State Records Office

– End of Policy

### 3.4 Professional Advice

Introduction

Objective To obtain appropriate advice when necessary for the proper management of the Shire's affairs

History Adopted 21 August 2008

#### Policy Statement

1. The CEO may obtain from Council's solicitors, auditors, workplace relations representatives etc, such advice and opinion as is considered to be necessary to enable the proper administration of the Shire's business.
2. The advice sought may be in support of a report or submission to the Council or a Committee or to clarify any other matter that requires specialist advice.

– End of Policy

#### COMMENT

### 3.5 Legal Representation Costs Indemnification

Introduction From time to time, Members and Officers of Council may need legal representation.

Objective This policy is designed to protect the interests of council members and employees (including past members and former employees) where they become involved in civil legal proceedings because of their official functions. In most situations the local government may assist the individual in meeting reasonable expenses and any liabilities incurred in relation to those proceedings.

History Adopted 19 July 2001  
Former Policy 1.7  
Amended / confirmed 21 August 2008

#### Policy Statement

1. Introduction

In each case it will be necessary to determine whether assistance with legal costs and other liabilities is justified for the good government of the district.

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### 2. General Principles

- a) The local government may provide financial assistance to members and employees in connection with the performance of their duties provided that the member or employee has acted reasonably and has not acted illegally, dishonestly, against the interests of the local government, contrary to the local government's Code of Conduct or otherwise in bad faith.
- b) The local government may provide such assistance in the following types of legal proceedings:
  - i) Proceedings brought by members and employees to enable them to carry out their local government functions (e.g. where a member or employee seeks a restraining order against a person using threatening behaviour);
  - ii) Proceedings brought against members or employees. This could be in relation to a decision of Council or an employee which aggrieves another person (e.g. refusing a development application) or where the conduct of a member or employee in carrying out his or her functions is considered detrimental to the person (e.g. defending defamation actions); and
  - iii) Statutory or other inquiries where representation of members or employees is justified.
- c) The local government will not support any defamation actions seeking the payment of damages for individual members or employees in regard to comments or criticisms levelled at their conduct in their respective roles. Members or employees are not precluded, however, from taking their own private action. Further, the local government may seek its own advice on any aspect relating to such comments and criticisms of relevance to it.
- d) The legal services the subject of assistance under this policy will usually be provided by the local government's solicitors. Where this is not appropriate for practical reasons or because of a conflict of interest then the service may be provided by other solicitors approved by local government.

### 3. Applications for Financial Assistance

- a) Subject to item (e), decisions as to financial assistance under this policy are to be made by Council.
- b) A member or employee requesting financial support for legal services under this policy is to make an application in writing, where possible in advance, to the Council providing full details of the circumstances of the matter and the legal services required.
- c) An application to the Council is to be accompanied by an assessment of the request and with a recommendation, which has been prepared by, or on behalf of, the Chief Executive Officer (CEO).
- d) A member or employee requesting financial support for legal services, or any other person who might have a financial interest in the matter, should take care to ensure compliance with the financial interest provisions of the *Local Government Act 1995*.
- e) Where there is a need for the provision of urgent legal services before an application can be considered by Council, the Chief Executive Officer may give an authorisation to the value of \$10,000
- f) Where it is the Chief Executive Officer who is seeking urgent financial support for legal services the President shall deal with the application.

### 4. Repayment of Assistance

- a) Any amount recovered by a member or employee in proceedings, whether for costs or damages, will be off set against any moneys paid or payable by local government.
- b) Assistance will be withdrawn where the Council determines, upon legal advice, that a person has acted unreasonably, illegally, dishonestly, against the interests of the local government, contrary to the local government's Code of Conduct or otherwise in bad faith: or where information from the person is shown to have been false or misleading.
- c) Where assistance is so withdrawn, the person who obtained financial support is to repay any moneys already provided. The local government may take action to recover any such monies in a court of competent jurisdiction.– *End of Policy*

## COMMENT

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**Shire of Yalgoo Council Policy Manual March 2020****3.6 Usage of Information Technology**

Introduction	<p>Information technology resources are provided to support the Shire's administrative and operational activities. These resources include the Shire's network, desktop computer systems and software, internet access, electronic mail (email) and related services.</p> <p>Users of these systems are expected to comply with the following policy schedule which is written with the intent of protecting the integrity of these systems so as to provide reliable IT services to users, and also to protect the right of each employee to work in a healthy and safe environment.</p>	
Objective	This policy deals with the provision of information technology resources by the Council and the associated responsibilities of authorised users when accessing these resources.	
History	Adopted	18 October 2007
	Former Policy	3.17
	Amended / confirmed	21 August 2008

**Policy Statement**

1. The following Policy Schedule 3.6 – Information Technology is adopted, and forms part of this Statement.
2. Policy Schedule 3.6 is to be provided to all staff having access to information technology, as part of their induction and employment information provided.

*– End of Policy***Policy Schedule 3.6 – Usage of Information Technology – Included in HR Manual****1) Objective**

This policy deals with the provision of information technology resources by the Council and the associated responsibilities of authorised users when accessing these resources.

**2) Policy****Introduction**

Information technology resources are provided to support the Council's administrative and operational activities. These resources include the Council's network, desktop computer systems and software, internet access, electronic mail (email) and related services.

Users of these systems are expected to comply with the following policy which is written with the intent of protecting the integrity of these systems so as to provide reliable IT services to users, and also to protect the right of each employee to work in a healthy and safe environment.

**Ethics**

Respect the rights of others, and comply with other policies regarding sexual, racial, and other forms of harassment. Do not engage in behaviour, which violates these policies.

**Occupational Safety and Health**

Employees have a duty not to adversely affect their own or any other person's health and safety at work. Distribution of offensive material that may cause trauma or distress to other employees through the Council's IT systems, or the use of these systems to bully or intimidate other employees may be construed as a breach of the Occupational Safety and Health legislation. This carries a penalty of \$10,000 for an employee who breaches section 19 and \$100,000 for an employer who breaches section 20 of the Occupational Safety and Health Act.

**Equal Opportunity**

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The Equal Opportunity Act 1984 WA prohibits discrimination (on grounds including gender, race and religion) and sexual harassment. Examples of discrimination and harassment include but are not limited to the following:

Referring in emails to a particular class of persons based on their race would be in breach of the EO Act. The sending of pornographic material to a fellow employee via email constitutes sexual harassment and is in breach of the EO Act.

### **Defamation**

A person defames another if they publish a statement or comment (written or verbal) which is likely to cause an ordinary, reasonable member of the community to think less of that other or to shun or avoid that other. Generally any comments which disparage another person's business or professional acumen, suggest that a person may have committed a crime or refer in a disparaging way to a person's sexual chastity would be considered to be seriously defamatory. Any person who is party to the publication of defamation may be liable for payment of substantial damages.

### **Personal Use**

Reasonable personal use of Council IT resources is permitted (in the user's own time) provided that it does not negatively impact upon the users work performance, hinder the work of others nor make any modification to any IT resource.

Such use shall not cause additional cost to the Council.

Reasonable use in a particular circumstance will be a matter to be determined by the user's supervisor.

### **Restrictions**

Users are not permitted to use Council IT Resources to conduct private commercial activities including eBay and similar online auction sites.

Users are not permitted to utilise Council IT resources to access pornographic material or to create, store or distribute pornographic material of any type.

Users are not permitted to utilise the Council's IT resources to gamble or play games.

Users are not permitted to use MP3 download sites such as Kazaa, iTunes, LimeWire.

### **Consequences**

Users found to have breached this policy will be subject to disciplinary action.

Criminal offences will be reported to the Police.

### **Monitoring**

The Council reserves the right to monitor email, internet activity, logs and any electronic files for any reason, including but not limited to, suspected breaches by the user of his or her duties, breaches of Council policy, unlawful activities. The DCEO will monitor use of IT systems.

### **Maintenance**

Maintenance of the Council's IT systems is solely the responsibility of the DCEO. Under no circumstance should any other employee attempt to repair hardware or software faults without the express permission of afore mentioned persons.

## **3) Access Control**

### **Granting of Access to Information Systems**

Access to information systems is controlled by the DCEO. Users are granted access on the basis that their use of IT resources shall be responsible, ethical and lawful at all times.

The Supervisor must advise the DCEO, before a new employee commences, of the level of system access required to carry out their daily tasks.

As a condition of employment all new employees who have requested access to Internet and/or Internet email are required to complete the policy acceptance form.

## **4) Computer Systems**

### **Work Purpose**

Computer systems are provided as a tool to support the operations of the Council. Each computer is installed with a standard operating environment plus additional user specific tools.

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### **Personal Use**

Limited personal use of computer systems is allowed provided such use is reasonable in terms of time and cost.

### **Prohibited Use**

Under no circumstance are users to install software or utilities on Council computers that are not licensed and work related. Permission must be obtained from the DCEO before installing applications on Council computers.

Under no circumstance are users to install software or utilities sourced from the internet. This includes but not limited to: ICQ, Gator, Neopets, Bonzibuddy, Internet flowers, Web shots and other screensavers.

Under no circumstances are users to install software on Council computers without the prior permission of the DCEO.

### **5) Internet**

Internet costs are incurred based upon the amount of data that is received from the internet and can be significant. The internet also presents a security risk to the Council's operations. The following points are aimed at reducing the cost and risk of providing internet access.

**It should be noted that downloading does not mean only copying a file or document over the internet to a computer. It is all information coming into the system from another computer. The Shire is charged for all data received. Being a satellite system, all information sent out is also charged.**

**Accordingly, there is no free access to the internet.**

### **Work Purpose**

Users are permitted to access the internet for work related purposes as outlined in each user's internet usage application.

### **Personal Use**

Limited personal use of internet facilities is allowed, such as online banking, travel bookings, browsing, provided such use is reasonable in terms of time and cost.

### **Prohibited Use**

- Streaming voice and video media is prohibited unless it is proven to be work related – e.g.: on-line radio
- Online games are prohibited.
- Use of instant messaging applications is prohibited.
- Use of personal Web Mail is prohibited.

### **User responsibility**

It is the user's responsibility to ensure that any internet site they access is within the bounds of acceptable usage, legal and does not pose a risk to the security of the Council's operations.

Web based applications must be approved by the CEO and the DCEO informed of the intended use of the application so that appropriate security measures are taken.

### **6) Email**

### **Work Purpose**

Email is provided to allow electronic communication with the Council's partners, clients and staff.

### **Personal Use**

Limited personal use is allowed provided such use is reasonable in terms of time and cost and does not interfere with Council business or present a security risk.

### **Prohibited Uses**

- a) Users shall not use Council email accounts to conduct a private business.
- b) Users shall not execute any attachments received via email that are not work related. Any executable attachment including but not limited to, movies, sound files, documents containing macros, screen savers can harbour viruses.

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- c) Users shall not use their Council provided email address to subscribe to any subscription service, unless approved by the DCEO.
- d) Users shall not send forged messages.
- e) Users shall not use someone else's mail address without authorisation.
- f) Users shall not send aggressive, rude or defamatory messages.
- g) Users shall not transmit sexually explicit material.
- h) Users shall not send unsolicited emails (SPAM).
- i) Use of personal Web Mail is prohibited.

**User Responsibilities**

Users shall take care to protect their email address and not unwittingly provide it to any party that may include it in mass mailing lists (SPAM). Correspondence via email should be of the same standard for written communication.

Email, which contains offensive or discriminatory material or language, should be reported to the CEO or DCEO.

Users shall maintain compliance with any records procedures regarding email.

**Copyright**

Respect the legal copyright rules. Copyright provisions also relate to downloading of software and documents. Do not distribute or install software without first obtaining approval from the DCEO. Always assume website content to be subject to copyright unless stated otherwise.

**Records Management**

Respect the need to maintain other internal systems. All incoming email should be treated the same as other correspondence that is public record. Emails should be forwarded to the Executive Assistant for processing and referenced for filing purposes. Outgoing emails should also be printed, and treated the same as normal correspondence.

**Responsibility**

It is the responsibility of the Chief Executive Officer to ensure that this policy is disseminated to staff and properly applied.

**See also 1.13 Social Media Policy**

## 3.7 Press Releases

Introduction

Objective

History	Adopted	15 September 2005
	Amended	8 October 1997
	Former Policy	5.2
	Amended / confirmed	21 August 2008

**Policy Statement**

1. The Shire President to make press releases or act as spokesperson on behalf of council;
2. With authority from the Shire President, the Chief Executive Officer individual Councillors are authorised to make press releases or act as spokesperson on behalf of Council.
3. That the Chief Executive Officer regularly keeps rate payers and residents informed of Council activities via the Local Newspaper.

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4. That the Chief Executive Officer advertises in the Local Newsletter the names and telephone numbers of each Councillor at least once a year.

– End of Policy

**COMMENT****3.8 Complaints**

Introduction	This policy applies to resolution of disputes arising between an external person or organisation and the operations of the Shire of Yalgoo or its staff. Section 3.8 (A) and (B) refers to internal staff.	
Objective	All persons affected by the operations of the Shire of Yalgoo are entitled to a fair and timely procedure for resolution of complaints.	
History	Adopted	Original policy 25 October 2001
	Former Policy	5.6
	Amended / confirmed	21 August 2008
	Reviewed with new policy adopted	July 2012 (C2012-0706)
	Reviewed with new policy adopted	23 February 2018 (C2018-0214)

**Policy Statement**

All persons, whether making a complaint or the subject of a complaint, are entitled to present their case and be heard with respect and courtesy. The laws of natural justice will apply.

Where a complaint is outside the jurisdiction of the Shire or is covered by another process, the complainant will be advised to refer their complaint to the appropriate authority or have the matter dealt with under the appropriate process. Examples include:

- Complaints against Councillors for minor breaches of the Local Government Act s5.121, s5.110(6)(b).
- Other matters that have in place an existing resolution or appeal procedure through legislation or other instrument – eg: planning and development approvals or
- Internal staff disputes – these are covered by the Shire of Yalgoo staff grievance procedures
- Disputes relating to pay and conditions – these are covered under the Shire of Yalgoo Comprehensive Enterprise Agreement
- Matters outside the jurisdiction of the Council – eg: a criminal or civil law matter.

The Shire may refuse to deal with complaints that are scurrilous or vexatious and may seek advice from the Department of Local Government in such cases.

**Procedure for managing complaints**

- 1) A complaint must be in writing to be formally considered under this policy. However:
  - a) Where a verbal complaint is made, good customer service dictates that the officer to whom the complaint is made will take reasonable measures to resolve, or refer, the complaint.
  - b) Persons with an unresolved verbal complaint will be advised of their right to lodge a written complaint.
- 2) The CEO is responsible for receiving written complaints and ensuring that the appropriate complaint procedure is followed. The CEO may nominate an appropriate senior officer to deal with some or all complaints.

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- 3) All written complaints dealt with under the policy/procedure will be recorded in a register of complaints kept by the CEO.
  - a) A complainant has the right to withdraw the complaint at any time by giving notice in writing and if this occurs, the CEO will not record the matter as a formal complaint.
- 4) The complaint will be acknowledged in writing within 7 days of receipt, with a copy of the Council's complaint policy.
  - a) The complainant may be asked to provide further information and/or invited to suggest how they would like the complaint resolved.
  - b) If it is unclear whether a matter is a complaint or not, the correspondent will be asked to confirm in writing whether they want the matter to be considered as a formal complaint.
- 5) The complaint will be referred within 14 days of receipt to the other party/ies for comment. The other party/ies will be invited to provide written comment within 14 days of receipt of the request.
- 6) The CEO will consider the information of all parties and may elect to interview the complainant and/or the other party/ies to obtain further details.
- 7) The CEO will take action to satisfactorily resolve the complaint. Any such action should occur within 14 days of receiving the information of all parties.
- 8) The CEO will advise the complainant and other party/ies in writing within 14 days of any decision regarding the complaint, including advising that any party, if not satisfied with the decision, has the right to have the matter further considered by the Council.
  - a) If requested in writing by the complainant or any party, the CEO will present the matter to the next Council meeting for a decision of Council
    - i) The CEO will inform the complainant in writing of any decision made by the Council
  - b) The CEO may decline to place a matter before the Council that in the CEO's opinion is:
    - i) Trivial or of a minor operational nature;
    - ii) Frivolous, vexatious or not made in good faith;
    - iii) The complainant does not have enough personal interest or direct knowledge of the matter raised in the complaint.
- 9) In any case, the Chief Executive Officer shall advise complainant of their right to present their complaint to the Parliamentary Commissioner for Administrative Investigations (Ombudsman) or other appropriate authority.

**3.8(A) –Grievances, Investigations and Resolution Policy**

Introduction	This policy applies to resolution of grievances arising between staff, contractors, Volunteers and Council.
Objective	The Shire of Yalgoo is committed to the effective and fair resolution of employee grievances. This policy provides a framework to support the resolution of grievances in the workplace in a prompt, respectful and cooperative manner. This is also incorporated in the HR Employee Manual

**Policy Statement****1. Definitions:**

"Grievance" - any work-related disagreement, complaint, or matter which someone believes is unfair or unjustified, and which is causing that person concern or distress. The problem may be real or perceived.



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The grievance may be between an employee (staff, contractors, volunteers or elected members) and the Shire as a whole, or be between employees, and may involve a union.

Grievances may relate to such matters as:

- Transfer and promotion
- Rosters and assignment of work location
- Approval or taking of leave
- The physical work environment
- Health or safety in the workplace
- Performance appraisal
- Employment conditions
- Changes to human resources policies or procedures
- Disciplinary action
- Discrimination
- Harassment
- Bullying

“Discrimination” - where an employee (staff, contractors, volunteers or elected members) experiences adverse action (such as losing their job, not receiving their correct leave or pay entitlements, having their job changed to their disadvantage, or being treated differently from other employees) because of their race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Discrimination may be direct, indirect or systemic.

“Harassment” - any unwelcome, offensive, abusive, humiliating or threatening comment or action, usually linked to the characteristics of the person being harassed (age, race, sex, religion, etc.). Threats, insults, abuse and taunts.

“Bullying” - repeated unreasonable or inappropriate behaviour directed towards an employee or group of employees that creates a risk to health and safety.

## **2. General Principles**

- Where bullying involves assault or threat of assault, it should be referred to the police.
- The Shire will endeavour to resolve grievances through mediation, consultation and discussion.
- All grievances will be dealt with confidentially. Only those individuals who are directly involved will have access to information (extracts) about the complaint.
- All grievances will be handled impartially and fairly. No action will be taken until all relevant information has been collected, investigated and considered.
- No repercussions or victimisation of the person making the complaint will be tolerated.
- Complaints will be dealt with in a timely manner.
- Trivial or vexatious complaints will not be pursued through this policy.
- Where the process for lodgement and resolution of a grievance is prescribed by legislation, that process will be followed.

## **3. Making a Complaint**

All employees have the right to make a complaint to their supervisor; manager; or the Chief Executive Officer.

Employees may seek advice or assistance from a union or professional association.

Employees may seek advice from, or complain to, an external body (such as the Equal Opportunity Commission or the Fair Work Ombudsman).

Employees must ensure that any complaint they make is factual.

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### 4. Employees who are the Subject of a Complaint

An employee who is the subject of a complaint has the right to –

- Be informed verbally of what behaviour they are being accused of.
- Respond to the allegations and provide witnesses, if appropriate.
- Be treated fairly and impartially.
- Be heard by an unbiased person.

### 5. Employees Receiving / Dealing with a Complaint

CEO has a responsibility to ensure grievances are dealt with confidentially, impartially, promptly and with a high priority. They must ensure that the principles of natural justice are applied throughout the process.

Throughout the process, the person receiving a complaint is required to ensure that the employee making the complaint is informed of the process to be undertaken and possible time frame. If the time frame is delayed, all parties to the grievance must be informed.

Reported grievances will be dealt with in accordance with the Grievance Management Procedure in the Employee Human Resources Manual.

### 6. Related Corporate Documents

- Discrimination, Harassment, & Bullying Policy
- Code of Conduct
- Employment Equal Opportunity framework
- Employee Human Resources Manual – Grievances Resolution Procedure & Discrimination, Harassment and Bullying in the workplace
- Local Government Act
- Fairwork Australia
- Occupational Safety and Health Act 1984 WA
- Occupational Safety and Health policy

## 3.8(B) Discrimination, Harassment and Bullying Policy

**Introduction** This policy is to ensure employees are aware of what constitutes workplace bullying, harassment and discrimination and their responsibilities in preventing and managing such incidents.

**Objective** The Shire of Yalgoo is committed to providing a workplace that is free from any form of bullying, harassment and discrimination, where all employees are treated with dignity, courtesy and respect. This is also incorporated in the HR Employee Manual

### Policy Statement

1. Workplace bullying, harassment and discrimination are prohibited and will not be tolerated by the Shire. Disciplinary action, which may include termination of employment, will be taken against any person found to have breached this policy.

This policy applies to:

## Shire of Yalgoo Council Policy Manual March 2020

- All Shire employees; and
- Any consultant, volunteer or contractor engaged by the Shire whilst working at a Shire workplace or site.
- Elected Members

## 2. Definitions

**Bullying** – is repeated behaviour that a reasonable person, having regard to all of the circumstances, would anticipate being humiliating, intimidating, undermining or threatening and which causes risk to health and safety. Types of behaviour that may amount to bullying include:

- Verbal abuse
- The use of offensive language
- Exclusion or isolation
- Persistent teasing, joking or holding a person up to ridicule
- Repeatedly speaking in a manner which is sarcastic or designed to humiliate
- Repeatedly sending offensive or humiliating emails
- Assigning meaningless tasks unrelated to the job
- Deliberately changing working hours to inconvenience staff
- Deliberately withholding information that is vital for effective work performance; or
- Sabotaging another's work

Some instances of bullying can also amount to unlawful discrimination and/or sexual harassment.

Legitimate, appropriate and reasonable management actions (i.e. managing workplace performance or disciplining a team member), undertaken appropriately, do not constitute bullying.

**Code of Conduct** – standards of behaviour and conduct that are expected of all Shire of Yalgoo employees, elected members, consultants and contractors.

**Discrimination** – occurs if a person is treated less favourably than how another person would be treated in comparable circumstances. Discrimination can be direct or indirect.

**Direct Discrimination** – occurs when a person is treated less favourably than another person due to a specific attribute or characteristic that is protected under anti-discrimination laws.

**Indirect Discrimination** – occurs when a person with an attribute or characteristic that is protected under anti-discrimination laws cannot comply with a particular policy or condition, with which the majority of persons not having that attribute or characteristic or having a different attribute or characteristic are able to comply (and that policy or condition is unreasonable).

The attributes or characteristics protected by anti-discrimination laws includes sex, marital status, pregnancy, family responsibility, family status, race, religious or political convictions, gender history, impairment, age or sexual orientation.

**Harassment** – unwelcome behaviour (verbal, written or physical) that has the effect of making a person feel humiliated, intimidated or offended based on an attribute or characteristic (such as race). Harassment may be a single example of offensive behaviour or repeated examples of such behaviour regardless of whether it has been indicated by the individual as unacceptable. Harassment is not just sexual.

**Sexual Harassment** – includes any verbal, written or physical behaviour of a sexual nature that is unwelcome and uninvited where the harasser in all the circumstances should have reasonably anticipated that the other person would be offended, humiliated or intimidated.

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The person does not need to intend to offend, humiliate or intimidate, or even to know that this was the effect of the behaviour for this conduct to be against the law.

Depending on the circumstances, the following kinds of behaviour may be deemed sexual harassment:

- Jokes or cartoons about someone's appearance, body shape, or any other personal matters that may cause embarrassment and make people feel uncomfortable
- Sexual or physical contact such as putting your arm around someone, slapping them, kissing, touching or patting them
- Staring or leering in a sexual manner (looking someone up and down)
- Standing too close to someone or brushing him or her as you walk past
- Verbal abuse or comments that put down or stereotype people because of their sex, appearance or sexual preference. These gestures may not need to be obviously crude for the behaviour to be deemed sexual harassment
- Offensive gestures and "wolf" whistling
- Displaying in the workplace or in personal belongings material that is sexist, sexually explicit or homophobic (anti-gay). This includes offensive emails, screensavers or PC wallpaper
- Repeated sexual invitations and
- Intrusive questions or remarks about a person's sexual activities or private life.

**Vexatious Claims** – an allegation that is brought without enough grounds, purely to cause annoyance, disruption or worry to another employee.

**Victimisation** – occurs where a person is treated or threatened to be treated in an adverse manner as a result of making or threatening to make a complaint. Victimisation also occurs when there is adverse treatment because a person has supported the complaint of another. As with discrimination generally, motive is irrelevant.

It is unacceptable and against the law for any person to be treated differently for the reason that he or she decided to exercise his or her legal rights under anti-discrimination laws or to help someone else to do the same.

**Manager** – a person at the level of Team Leader, Supervisor, Coordinator, Manager or Executive with one or more direct reports.

### 3. Unlawful Conduct

Conduct that is a breach of this policy may be **unlawful** under the following legislation:

- Sex Discrimination Act 1984 (Cth)
- Racial Discrimination Act 1975 (Cth)
- Age Discrimination Act 2004 (Cth)
- Disability Discrimination Act 1992 (Cth)
- Australian Human Rights Commission Act 1986 (Cth)
- Fair Work Act 2009 (Cth)
- Equal Opportunity Act 1984 (WA); or
- Occupational Safety and Health Act 1984 (WA).

Persons who engage in conduct that is bullying, harassment and/or discrimination under the above legislation can be held personally liable and penalised. Furthermore, the Shire can be held vicariously liable for breaches of the above legislation by its employees.

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### **4. Accountabilities**

**Manager** are accountable for:

- Promoting a workplace culture free from bullying, harassment and discrimination and may be held personally liable for such conduct of direct reports unless they have taken all reasonable steps to prevent or eliminate the behaviour
- Ensuring their team members are made aware of their obligations and know what action to take if they believe they have been subjected to or witnessed inappropriate behaviour as defined within this Policy
- Actively monitoring the workplace to ensure acceptable standards of conduct are always observed and acting upon either their own concerns and observations, or those that are brought to their attention
- Treating all complaints seriously and confidentially in a timely manner
- Undertaking appropriate training/education to ensure their knowledge in this area is current
- Regularly promoting this Policy and the code of conduct to direct reports (i.e. toolbox meetings, staff forums and the general working environment); and
- Ensuring that no victimisation occurs against the person who makes a complaint.

**Employees** are accountable for complying with this Policy by:

- Not bullying, harassing, discriminating or victimising other employees
- Ensuring their behaviours and actions are aligned to the Shire's Code of Conduct
- Completing mandatory training on appropriate workplace behaviours as assigned to them
- Reporting to their Manager any concerns they have in relation to other staff who may be the victim or be the perpetrator of bullying, harassing or discriminating behaviours and
- Cooperate with the Shire with respect to any action taken to comply with requirements under all relevant legislation, including if they are called by the CEO or their Manager to participate in any investigation.

### **5. Complaints Procedure**

Complaints about bullying, harassment or discrimination will be treated seriously and dealt with promptly, confidentially, and impartially in accordance with the Shire's Grievances Resolution Procedure.

### **6. Additional Support**

The Shire engages the services of an external Employee Assistance Provider who can provide employees with free and confidential counselling.

### **7. Related Corporate Documents**

- Grievances, Investigation and resolution Policy
- Code of Conduct
- Employment Equal Opportunity Framework
- Occupational Safety and Health policy
- Employee Human Resources Manual – Grievances Resolution Procedure & Discrimination, Harassment and Bullying in the workplace
- Local Government Act

## **4. BUILDING / DEVELOPMENT**

Deletion date not known

**Shire of Yalgoo Council Policy Manual March 2020****5. PUBLIC FACILITIES****5.1 Library**

History	Adopted	16 October 1991
	Amended	08 October 1997
	Amended	23 May 2001
	Amended	27 February 2003
	Former Policy	5.1
	Amended / confirmed	21 August 2008

**Policy Statement**

1. Lost or damaged books must be paid for by the offending party. Librarian must be notified on return of item or library membership may be suspended and library card suspended.
2. An invoice is to be raised for the lost or damaged item.
3. If more than three Inter Library Loans are returned after due date, then the Inter Library Loan Service is suspended to that borrower for an indefinite period. The borrower is to be liable to pay to the Shire the full costs associated with the late return of any inter-library loan books.
4. Not more than three items at a time are to be issued to a user, except at the discretion of the librarian who may issue up to ten items to bona fide borrowers who require books for research purposes or to borrowers who live at some distance from the Yalgoo townsite.

*– End of Policy***5.2 Shire Facilities – Hiring**

History	Adopted	15 September 1993
	Amended	8 October 1997
	Amended	17 July 2003
	Former Policy	7.1.1 and 7.1.3
	Amended / confirmed	21 August 2008

**Policy Statement**

1. For the Yalgoo Sporting Complex, Paynes Find Sporting Complex and Shire Hall the following conditions apply –
  - the person hiring the facility is required to do any major cleaning.
  - if equipment is required to be shifted from one facility to another or one room to another, then it is the responsibility of the user to shift the equipment and then return it to its original place of keeping.
  - the appropriate hire fee and security bond is to be paid before the hirer receives the keys.
2. On written application, the CEO is authorised to give permission to hirers of Council property to consume and sell liquor on such premises, under such conditions and in such areas as considered appropriate.
3. Each permit for consumption/sale of alcohol issued is to be advised to Yalgoo Police.

*– End of Policy***COMMENT**

Policy to be displayed in the buildings.

**Shire of Yalgoo Council Policy Manual March 2020****5.3 Shire Facilities – Use and security of private property –**

Deletion date unknown

**5.4 Shire Facilities – Tables & Chairs**

History	Adopted	27 September 1989
	Amended	25 October 2001
	Former Policy	7.1.5
	Amended / confirmed	21 August 2008
	Amended	20 November 2008

**Policy Statement**

- 5 The tables and chairs at Shire facilities are not generally available for public hire for use off-premises. All applications for private use off-premises are to go to Council for decision, and will be subject to such considerations as considered necessary
- 6 In exceptional circumstances where the function being held is for the community, and is not a private event, the Chief Executive Officer has the discretion to allow their use off-premises.

*– End of Policy***5.5 Swimming Pool – Criteria for Planning**

Introduction	The community has desired the construction of a swimming pool for many years, however, in early 2009, Council made the decision that it was economically unsustainable.		
Objective	This Policy is intended to provide guidance concerning future consideration of construction of a swimming pool in Yalgoo.		
History	Approved in Principle	June 2009	Ref – C2009-0613 and 0614
	Adopted	26 November 2009	

**Policy Statement**

1. Consideration will not be given to the construction of a swimming pool, or enclosure courts facilities until such time as all construction funding is firmly committed or in hand.
2. Once capital funding is fully secured, construction will not commence until such time as a minimum of 50% replacement cost of the swimming pool and enclosed courts –
  - is actually held in Reserve specifically for replacement or refurbishment of the facilities, or
  - the funds necessary are secured by enforceable agreement.
- In recognition of changing circumstances, Council has not discarded the concept entirely, but has set in place a number of criteria to be met before further consideration or construction of a swimming pool.

**Shire of Yalgoo Council Policy Manual March 2020****5.6 Event Management Policy**

**Introduction** The Shire of Yalgoo recognises that a public event is a great way of bringing the community together and achieving the objectives of community focussed persons and groups.

**Objective** The Shire of Yalgoo is required by legislation to ensure events within the district comply with basic requirements and is responsible for guaranteeing environmental sustainability and public safety.

<b>History</b>	Adopted	New
	Amended	New
	Former Policy	N/A
	Amended / confirmed	APRIL 2019, March 2020

**Policy Statement**

1. The role of the Shire of Yalgoo, as the approving body for events held on Shire of Yalgoo land (public spaces) or other location (public or private), is to ensure all reasonable and practical precautions are taken by any event organiser regarding risk and so to protect the health and safety of patrons, and the amenity of surrounding residents.
2. Whether an event is private or accessible to the public, if the event takes place in any of the Shire's public spaces or other location, the event organiser is required to obtain the relevant approval. This includes an approval from the Shire and the relevant state government authority if applicable.
3. A public space is land (including buildings or other structures and features) owned by or managed by the Shire and can include:
  - Sports grounds and facilities
  - Public reserves, gardens or open spaces where the public are permitted access
  - Thoroughfares including streets, footpaths, laneways or carparks
  - Crown land (except Family Centres and Government Schools).
4. Any place of assembly is a public building. This includes most buildings and places where numbers of people assemble or gather for one or more purposes named in the Health Act and the Health (Public Building) Regulations -does not include hospitals.
5. This policy does not apply to regular community facility hire or regular public open space users such as sporting groups.
6. The Comments and Policy Schedule 5.6 forms part of this policy statement, which is to be reviewed every two years.

– End of Policy



## Shire of Yalgoo Council Policy Manual March 2020

### COMMENT

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#### Definitions:

- Amenity:** Has a wide meaning including the comfort, pleasantness and attractiveness of a place, the benefit of a property and its quality and environmental good or even access to facilities.
- Public Event:** An event conducted by the Shire or another person or organisation in any place of assembly (which is defined under the Health Act and the Health (Public Building) Regulations as a public building).

#### Relationship to other Policies:

The Event Management Policy is to be read in conjunction with the other policies regarding public facilities.

#### Relevant legislation, standards and guidelines (including codes of practice) regarding holding an event includes the following:

- AS/NZS 3002 Electrical Installations – Shows and Carnivals
- *Bushfire Regulations 1954* governs the use of fireworks
- *Caravan Parks and Camping Grounds Regulations 1997* regarding camping in relation to an event
- *Civil Aviation Safety Regulations 1998* – Matters regarding fireworks.
- Department of Health's Guidelines for concerts, events and organised gatherings regarding compiling an event application including what would be considered an "event management plan"
- *Environmental Protection (Noise) Regulations 1997* – regarding allowing a CEO of a local government to approve noise emissions exceeding assigned noise levels
- *Food Act 1984, its regulations* and the *Australian Food Safety Standards* regarding the selling of food
- *Health Act 1911* regarding what is, and the use of, a public building. This includes a place of assembly and is the only approval that applies to every event and the *Health (Public Buildings) Regulations 1992* regarding temporary electrical installations and other structures
- *Liquor Control Act 1988* regarding the consuming and selling of alcohol at an event,
- *Misuse of Drugs Act 1981 and the Industry Code of Practice*
- *Occupational Safety and Health Act 1984* and its regulations regarding the construction of structures as well as amusement structures (Shows, carnivals and fairs)
- *Radiation Safety (General) Regulations 1983* and the associated standard and the 'Code of practice for the safe use of lasers in the entertainment industry (1995)';
- *Road Traffic Act 1974*, the *Road Traffic (Events on Roads) Regulations 1991* regarding holding an event on a main and/or local road and the Main Roads WA Code of Practice: Traffic Management of Events for the holding of road-based events on both main and local roads and matters regarding parking;
- *Tobacco Products Control Regulations 2006*.

## Shire of Yalgoo Council Policy Manual March 2020

### Event Management Policy Schedule –

The Shire of Yalgoo will process an **event application** to hold an event subject to the following criteria:

#### General Requirements

1. If the event is to be held on a public space or other location, the Shire via an application process will assess and issue a permit, which will outline information on availability, regulations and other approvals required. This includes the matters provided in **Policy Schedule 5.6** and **Guideline A - What Should Be in an Event Application** along with consideration of the following:
  - a. The responsibilities listed for local government approval under the checklist for holding an event listed in Table 1 in the Department of Health's Guidelines for concerts, events and organised gatherings.
  - b. An application may be required for an event on a Shire road and/or a main road. The requirements are detailed in the Main Roads WA Code of Practice: Traffic Management of Events. For a Shire road, the application (Refer to the *Road Traffic (Events on Roads) Regulations 1991* - Form 1) will need to be signed off by the Shire CEO and the local Police. If the event is on a main road, Main Roads WA will also need to sign off on the application.
2. An event application should be submitted at least 8 weeks prior to your event. Should the event be considered large or high risk, an application can be made up to 12 months in advance.

#### Public Building Approval

3. The *Health Act 1911* requires a local government such as the Shire to issue a Certificate of Approval for an event in a public building. This is so that all health and safety issues are addressed, so that the capacity of the event can be set and whether the event can be closed, or ticket sales prevented.

The Health Act defines any assembly as a public building. The requirements for the issue of a Certificate of Approval include:

- a. Existing building. A Shire building would generally have a Certificate of Approval for its normal type of use, so a Certificate of Approval would not be required
- b. Temporary extension to an existing building. This is considered something that will allow the increase in attendees to an event including a minor alteration to the building, the implementation of temporary toilet facilities, the installation of additional lighting and so on
- c. Temporary structure such as a marquee, tent, spectator stands. Under the Health Act, or the Building Regulations regarding a temporary structure, the CEO may waive the requirement for public building design regarding low risk structures
- d. An event application is considered to meet the requirements regarding a public building approval.

#### Planning Approval

4. If an event is to be conducted on a site that is not in compliance with the Local (Town) Planning Scheme, the Shire may require a separate planning approval. A formal planning application is not required to approve one-off events.

## Shire of Yalgoo Council Policy Manual March 2020

### Temporary Structures

5. With temporary structures used at an event, the CEO will require a certificate of construction/installation to verify that the person erecting the structure has constructed it in accordance with all manufacturer's recommendations and guidelines. However, if it is a low risk structure, the CEO can waive this requirement.

### Electrical Installation Approval

6. A Certificate of Electrical Compliance (Form 5) signed off by a licensed electrical contractor is required by the CEO regarding the temporary electrical installations at events in accordance with the *Health (Public Buildings) Regulations 1992*. However, the CEO can apply a concession to this requirement. A concession is defined under the AS/NZS 3002 Electrical Installations – Shows and Carnivals as applying to low risk structures including any booth, display or any other single entertainment unit.

### Liquor Licence

7. Commercial and non-commercial events held on Shire public property or other location, where alcohol will be served and consumed by attendees, must submit an application to the Shire for consent to consume liquor. The Shire's fee (including GST) must accompany the application. Note: A separate approval is also required from the Office of Liquor, Gaming and Racing if alcohol is to be sold at the event.

### Serving of Food

8. Events held on public spaces or temporary venues owned by the Shire or other location that will sell or serve food or provide food vendors at an event will need to ensure that food standards meet the requirements of the Food Act and its regulations and any other matters required by the Department of Health.

### Noise Management and Other Nuisances

9. Generally, noise emitted from a premise must comply with the *Environmental Protection (Noise) Regulations 1997*. A Noise Regulation 18 application should be submitted to the CEO. If the noise emissions from an event are likely to exceed assigned noise levels and the event would lose its character or usefulness in order to meet the assigned levels, the CEO can issue an approval and set conditions for a non-complying event. An application must be made to the Shire at least 60 days before the event and the CEO can charge a \$500 application fee.

Regulation 16 stipulates that noise from "agricultural shows, fairs, fetes, exhibitions and like events" is "exempt noise" that is not required to meet the allowable noise limits. A Noise Regulation 18 approval is therefore not required in these circumstances.

10. The use of any lasers is subject to the requirements of the Radiation Safety (General) Regulations and the associated standard and the 'Code of practice for the safe use of lasers in the entertainment industry (1995)'.
11. The use of pyrotechnics must be encapsulated within the applicant's risk management plan (if applicable). Regulation 39E of the *Bush Fires Regulations 1954* also governs the use of fireworks. Further to this, persons or organisations who wish to conduct firework activities at a place within 3 nautical miles of an aerodrome (including an airfield or helipad) or if using projectiles capable of reaching more than 400 feet above ground level are required to notify CASA at least 2 working days prior to the conduct of

## Shire of Yalgoo Council Policy Manual March 2020

such activities. The notification must be provided to CASA by the operator of the display - that is, the person or organisation that places or fires off the fireworks.

### Camping and Recreational Vehicles

12. With regard to camping in relation to an event, the *Caravan Parks and Camping Grounds Regulations 1997* require local governments to approve and manage designated camping areas. However, for short-term use, the CEO may approve alternative arrangements.

Additional public space may be made available to accommodate recreational vehicles (caravans, motor homes).

### **Guideline A - What Should Be in an Event Application**

Event applications should at the very least contain (but not be limited to) the following information:

- A description of the event (type of event, date, time, number of attendees, is alcohol available and so on);
- A letter of consent from the landowner (or owner's agent) stating that the owner has approved the use of the property
- Promoter's previous experience in similar events, together with letters of reference or referees
- A layout plan of the venue which depicts locations of proposed stages, lighting towers, temporary structures, water, toilets, first aid, safety services and muster points, entry & exit points, and other features or attractions
- A risk management plan:
  - Mandatory under the Health (Public Building) Regulations for events over 5,000 people
  - May be required by the Shire for events where alcohol is present
  - May be required by the Shire for other medium and high-risk events
- How waste management will be handled including whether the Shire's assistance is required
- Whether any camping is applicable and/or additional space is required for recreational vehicles
- Prior to the Shire considering any application for the staging of a concert, written comments should be obtained from the Officer in Charge (OIC) of the relevant police station. These comments should be submitted to the Shire with the application for approval
- Parking arrangements should be made with the Shire and an approved parking layout submitted with the application. Parking control measures need to also be advised and can include the use of emergency services personnel, sports groups and other community organisations
- Event organisers must make a separate application to the Shire if road or street closures are required (*Road Traffic (Events on Roads) Regulations 1991* - Form 1); and
- Provide sufficient information to allow approving officers to understand critical safety issues that may be associated with any event structure.

Note: All events are required to be drug free and smoke (i.e. tobacco free)

The CEO is responsible for implementing and administering an Event Management Application Form for the purposes of this guideline and policy.

– End of Schedule

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### 6. ENVIRONMENTAL HEALTH

Legislative and Management Guidelines to be followed

### 7. FINANCIAL MANAGEMENT

#### 7.1 Purchasing –to commit funds / incur expenditure within Budget

Introduction	<p>The LGA Financial Management Regulations prescribe the financial management duties of the CEO and bind the CEO to establish efficient systems and processes to ensure proper authorisation for the incurring of liabilities and the making of payments.</p> <p>Employees must be properly authorised before they can commit funds / incur a Shire expense to purchase goods and services that they require to carry out their functions and duties.</p>		
Objective	To delegate limited/conditional authority to certain employees to enable them to commit budgeted funds / incur a Shire expense for the purchase of goods and services that they require to carry out their duties.		
Statutory Context	<p>Local Government (Financial Management) Regulations 1996</p> <ul style="list-style-type: none"> <li>- r.5.(1) (e) Financial Management Duties of the CEO – systems for proper authorisation for the incurring of liabilities</li> <li>- r.11 (2) – A local government is to develop procedures for the approval of accounts to ensure that before payment of an account a determination is made that the relevant <i>debt was incurred by a person who was properly authorised to do so.</i></li> </ul>		
Related Policy and Delegations	<ul style="list-style-type: none"> <li>- Delegations 2.2 – 2.6</li> <li>- Policies 7.1 Purchasing and Tenders</li> <li>- 7.3 Credit Cards</li> <li>- Any other delegation, policy, procedure, guideline or instruction as may be force at any time</li> </ul>		
History	Adopted	21 August 2008	
	Replaced	20 February 2014	C2014-0239
		31 July 2020	C2020-0708
	Reviewed & Amended	26 November 2020	C2020-1107

#### Policy Statement

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##### Legislation and Exemptions

The requirements that must be complied with by Local Governments, including purchasing thresholds and processes, are prescribed within the Local Government (Functions and General) Regulations 1996 and in addition for the Shire of Yalgoo this Purchasing Policy. This Policy should be read in conjunction with the Local Government Act 1995 and associated legislation.

Purchasing that is below \$250,000 in total value (excluding GST) must utilise a Request for Quotation process, either direct to the market or through a panel of pre-qualified suppliers (such as a WALGA Preferred Supply Contract).

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Purchasing that exceeds \$250,000 in total value (excluding GST) must be put to public Tender unless a regulatory Tender exemption is utilised by the Local Government. Tender exemptions apply in the following instances:

- An emergency situation as defined by the Local Government Act 1995;
- The purchase is from a WALGA Preferred Supply Contract or Business Service. All WALGA Preferred Supply Contracts have been established utilising a competitive public procurement process to pre-qualify suppliers that meet compliance requirements and offer optimal value for money to the Local Government sector.
- The purchase is supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or a Regional Local Government or another Local Government;
- The purchase is under auction that has been authorised by Council;
- The contract is for petrol, oil, or other liquid or gas used for internal combustion engines; or
- Any of the other exclusions under Regulation 11 of the Local Government (Functions and General) Regulations 1996 that apply.

Determining purchasing value is to be based on the following considerations:

1. The actual or expected value of a contract over the full contract period (including all options to extend); or
2. The extent to which it could be reasonably expected that the Local Government will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased.

*WALGA Note: When making a decision about whether to conduct a public Tender or utilise a Tender exempt arrangement, the Local Government should compare the cost and benefits of both processes.*

*The compliance requirements, time constraints, costs and risks associated with a public Tender should be evaluated against the value delivered by such a process. This should then be compared with the costs and benefits of using a Tender exempt arrangement which include direct access to pre-qualified suppliers, full regulatory compliance, risk mitigation, administrative efficiencies and cost savings.*

## Officer Considerations when Incurring Liability

### Ethics

Officers are to follow their applicable Code of Conduct, Yalgoo Shire Policies and comply with relevant legislation or audit requirements.

Officers are to act in an honest and professional manner that encompasses the following principles:

- Impartiality – fairness and consistency that results in a competitive process
- Accountability – based on value for money (efficient and effective use of public money)
- Transparency - adequate reporting of decisions that is free from bias (actual or perceived conflicts of interest are appropriately managed)
- Privacy – supplier information is commercial-in-confidence unless permission is obtained from the supplier or dictated by legislation

**Shire of Yalgoo Council Policy Manual March 2020****Value for Money – Cost, Quality and Sustainability**

Best value for money is the most advantageous combination of Cost, Quality and Sustainability. A Life Cycle Assessment that is appropriate to the scale of a purchase should be performed.

**Cost**

An Officer shall consider all relevant Whole of Life Costs for both goods and services. These may include but are not limited to; transaction costs associated with acquisition, delivery, distribution, holding costs, consumables, deployment, maintenance and disposal. It is important to note that obtaining the lowest price is not more important than Specification or Sustainability.

**Quality**

Officers are to assess the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. Products and suppliers should be assessed on the following basis:

- The product or service is fit for purpose
- The supplier has a demonstrated financial viability and capacity to deliver the goods or services without risk (or an acceptable mitigated risk)
- That the goods or services offered are competitive when compared to the market (a sufficient number of quotations needs to be obtained)

**Sustainability**

The Shire of Yalgoo is committed to sustainable procurement of goods and services that have less environmental and negative social impacts than competing products and services.

Officers shall endeavour to procure products and services that –

- Demonstrate environmental best practice in efficiency / and or consumption which can be demonstrated through suitable rating systems and eco-labelling (Energy, Water, Emissions)
- Are environmentally sound in manufacture, use, and disposal with a specific preference for products made using the minimum amount of raw materials from a sustainable resource, that are free of toxic or polluting materials and that consume minimal energy to produce
- Products that can be refurbished, reused, recycled or reclaimed shall be given priority, and those that are designed for ease of recycling, re-manufacture or otherwise to minimise waste

Renewable energy options and safe, energy efficient materials should be seriously considered for any new construction or building redevelopments.

Motor vehicles shall be fit for purpose and within budget. Significant weighting shall be given to fuel efficiency, emission type and volume.

**Buy Local**

Where the opportunity exists to purchase goods or services of a comparable quality locally, the officer is to have due regard for additional costs arising from a non local purchase such as:

- Freight
- Fuel
- Staff travel

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- Project/staff downtime

Support shall be provided to local businesses in the following way:

1. Ensure that specifications are not determined which unfairly disadvantage local business, unless those specifications could be perceived as avoidance of a tender and would contravene Section 12 of the Local Government (Functions and General) Regulations 1996 – Anti-avoidance provision.
2. Ensure that procurement plans address local business capability and local content.
3. Regularly approach local businesses to bid for work and actively seek capability statements so that opportunities to provide work locally are not missed.
4. All weighted criteria used for the evaluation of a tender will include a category of no less than 10% for Tenderers to demonstrate utilization of local labour or purchases through local businesses.

### Purchasing Thresholds - Requirements

Below is the purchasing process that must be followed based on the actual or expected value of each purchase by the Local Government:

#### Purchasing Thresholds (ex GST) Up to \$1,000

Obtain one (1) verbal or written quotation from suppliers supported by evidence of the quotation (eg email, fax, website print screen or record of quotation) in each instance. Verbal quotations should be written on the Purchase Order by the Officer. Officers should regularly test the market by obtaining other quotes or by comparing to similar requests for goods or services.

#### Purchasing Thresholds (ex GST) \$1,000 - \$9,999

Obtain at least two (2) verbal or written quotations from suppliers supported by evidence of the quotation (eg email, fax, website print screen or record of quotation) in each instance. All quotations from suppliers should be in writing.

OR

Obtain quotations directly from a pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts using a simple quotation process either through eQuotes or directly in writing.

#### Purchasing Thresholds (ex GST) \$10,000 - \$249,999

Obtain at least three (3) written quotations (eg email, fax or original copy) from suppliers containing price and specification of goods and services. The procurement decision is to be based on all value for money considerations in accordance with the definition stated within this Policy.

OR

Obtain quotations directly from a pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Local Government source multiple competitive quotations (at least three Preferred Suppliers) using a formal Request for Quotation process either through eQuotes or directly in writing.

#### Purchasing Thresholds (ex GST) \$250,000 and above

Conduct a public Tender process in accordance with this policy and the WALGA Procurement Toolkit (if there is no access to the Toolkit refer to the Local Government Act 1995 and Tender specific Regulations). The procurement decision is to be based on value for money considerations in accordance with the definition stated within this Policy.



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OR

Obtain quotations directly from a Tender exempt and pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Local Government source multiple competitive quotations (at least three Preferred Suppliers) using a formal Request for Quotation process either through eQuotes or directly in writing.

**The Tender Process is to be conducted in accordance with the Local Government Act 1995 and subsidiary legislation – Specifically Part 4 – Provision of Goods and Services of the Local Government (Functions and General) Regulations 1996.**

**The preparation of tender documents and calling of a tender must be conducted by way of delegated authority. This decision should be based on a previously adopted Council Resolution which includes the adoption of a budget capital project.**

**Purchase Orders and Incurring Liability**

WALGA Notes

Incurring liabilities is not described in the Local Government Act or Regulations as an express power or duty, rather it is only described as a requirement for the Local Government and the CEO to control by developing “systems and procedures” [see FM Regs 5 and 11].

Incurring liabilities is therefore not an express (written) power or duty which is capable of being delegated.

Therefore the CEO must establish systems and written procedures which give effect to compliance with legislation and purchasing policy and provide appropriate internal controls and risk mitigation for incurring liabilities.

Issuing a Requisition – the Requisition is only a proposal to purchase (FM Regs 5 & 11), describing the goods or services required to enable a decision to issue a Purchase Order. It does not incur a liability as the goods / services may only be provided on the basis of an appropriately issued Purchase Order.

A decision to issue a requisition and therefore Purchase Order, is informed by other, previous Council decisions, for example – the Budget adopted by Council, Council decisions to approve projects or implement policies.

The decision to incur a liability is in fact and in operation a method of implementing a Council decision and therefore accords with the CEO’s duties under s.5.41(c) to cause council decisions to be implemented.

Issuing a Purchase Order – The Purchase Order, creates a contract between the supplier and the Local Government. It incurs a liability (FM Regs.5 & 11), provided that the goods or services are ultimately supplied in accordance with the requirements specified in the purchase order. Administrative procedures should establish which positions are authorised to issue Purchase Orders, with pre-requisite requirements for a Purchase Order to only be issued, where due diligence confirms:

- a) Compliance with the Purchasing Policy
- b) The committal value of the Purchase Order is within an appropriate and available budget allocation.
- c) The proposed goods / services are within the scope of implementing a Council decision either specific or generally.

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Using Credit or Transaction Cards (store card, fuel card or corporate credit card) are a method of incurring a liability, with the goods or services received and a monthly statement provided to the Local Government for acquittal (verification of a liability) on a monthly basis. Please refer to the Credit Card Policy.

### **Verification of Liability**

Goods / Services Received – Officers are required to check packing slips and follow up directly any discrepancies. Reports and evidence of goods/services are to be kept as per the Shires Record Keeping Plan.

Verification of Invoice or Transaction Card Statement – Officers, their Manager or the CEO are to ensure that charges align with the accepted quote or the contracted schedule or rates and are to sign all such invoices as being both Received and Authorised for payment.

Council through its Audit Committee, may form an opinion as to its satisfaction with the procedures prepared in accordance with FM 11, when it undertakes the review of Internal Controls in accordance with Audit Reg. 17(1)(b).

### **Internal Controls**

The Shire of Yalgoo utilises an Ozone Purchase Order Software Module distributed by Datacomm.

All Municipal and Trust Payments require dual authorisation so that if a payment batch contains an invoice approved by an officer with Delegation of “Payments from the Municipal or Trust Funds” there is a second officer separating the roles of verifying the liability and approving the payment.

Payment batches require each of the following for a payment to a creditor:

- Quotes or exemption explanations
- A valid purchase order
- Invoice
- An “authorising/received” signature from the issuer of the Purchase Order or their Manager/ the CEO.
- A “checked” signature showing that a second officer has entered the Invoice and compared it to the Purchase Order.
- A signature and date from a Financial Manager or Chief Executive Officer agreeing with the total amount of the batch and its allocations including the allocation of GST.

### **All purchase orders require the following:**

- (i) The date authorised (prior to the services, goods and invoice being received).
- (ii) The appropriate number of supporting quotes or the relevant contract as per the Purchasing Policy. This includes a description of an exemption if it applies such as “Fuel”.
- (iii) An allocation that is within budget or variance. Officers are required to regularly check and operate within adopted budget allocations.
- (iv) The cost of the work (goods or services) - actual or a maximum estimation that is below that particular officers liability threshold.
- (v) A brief description of the services and an itemised list of goods – reference can be made to a quote for itemised descriptions but all other requirements (i) to (v) must be included on the purchase order.

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(vi) The signature of the officer showing that they accept, on behalf of the Shire of Yalgoo, liability for the purchase of the detailed goods or services.

- If instances arise where it is impractical to obtain the requisite number of quotations, the reasons should be recorded and attached to the purchase order at the time of the purchase being made.
- Any quotes obtained verbally should be recorded by the officer on the purchase order that is made out to the successful supplier.

**Purchase Order Threshold**

Position thresholds based on position titles may be updated via memo by the CEO and placed on an employees file. This excludes the CEO threshold or positions that do not exist under the workforce plan.

≤ \$249,999	≤ \$100,000	≤ \$9,999	≤ \$5,000	≤ \$500
CEO	Works Manager / Foreman	Manager Community Wellbeing, Arts & Culture	Rates Officer	Admin Officers/Assistants
		Finance Administration Officer	Caravan Park Manager	Supervisor Parks, Gardens & Town Maintenance
			Executive Assistant	

An Officer may, with the verbal or written permission of another officer provide Purchase Orders above their threshold for requested items, that will be countersigned by the requesting officer at the earliest possible opportunity and is not above the Purchase Threshold for the requesting officer.

Officers may provide a Purchase Order above their threshold for a payment that was directly approved via minuted Council Resolution at the verbal or written request of the CEO.

The Council Resolution number and/or WALGA preferred supplier contract number must appear in the purchase order description.

Nothing in this policy authorises an employee to commit the Shire to a loan of money.

Authorising officers are responsible for attaching all supporting documentation to a purchase order.

**Shire of Yalgoo Council Policy Manual March 2020****7.3 Credit Card Facilities**

Introduction	From time to time, purchases are necessary from businesses that do not accept a Purchase Order, or in circumstances where it is impractical to obtain a Purchase order or make alternative arrangements.		
Objective	To enable payments or purchases where normal creditors process are not available.		
History	Adopted	18 March 2004	
	Former Policy	3.15.2	
	Amended / confirmed	21 August 2008	
	Amended / confirmed	20 November 2008	
	Amended / confirmed	16 December	2016C2016-1223

**Policy Statement**

1. That the credit card be issued to the Chief Executive Officer with the minimum corporate card limit for the following Council related purposes –
  - purchase of fuel.
  - purchase of accommodation and meal expenses as necessary.
  - purchase of printing and stationary as appropriate.
  - conference expenses for councillors and staff.
  - early rate payer prizes.
  - purchases where council does not have a business account.
  - purchases deemed expedient by the Chief Executive Officer.
2. (*Credit*) card facilities may be arranged for the following positions and amounts –
  - Manager Corporate \$1,000
  - Community Development Officer \$1,000
 to be used for the following purposes –
  - purchase of fuel
  - purchase of activity materials as appropriate
  - purchases where council does not have a business account
  - other purchases as authorised by the CEO.
- 7 (*Credit*) card purchases must be fully reconciled and accounted for, and must not be used –
  - for regular or periodic purchases
  - where payments can be made through the normal creditors processes
- 8 Purchases of a personal nature are not permitted on any Shire credit card.
- 9 Cardholders –
  - are personally responsible for the use and security of the credit card they hold
  - providing transaction slips and tax invoices for reconciliation
  - must not obtain cash advances, except in emergency situations, and must provide a full report detailing the circumstances to the CEO, as soon as possible thereafter
  - must immediately advise the CEO and Council's bankers if stolen or lost
  - return the card immediately, when no longer entitled to use it, or on request of the CEO.
- 10 Improper use may render the cardholder liable to disciplinary action.
- 11 Rewards/Bonus Points

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Where the corporate cards carry rewards in Bonus Points, usually to encourage the use of the card by the issuing institution these rewards or points will be accumulated in the name of the Shire of Yalgoo. The CEO will decide how these points are to be utilised and may include a charitable, social or sporting contribution. Under no circumstances will rewards or bonus points be redeemable for an Officer's private benefit.

– End of Policy

### COMMENT

Amend point 2 and 3 to include “Credit”.

Amend point 3 to permit regular purchases on the CEO's credit card only, and only if no other option is available.

Delete Community Development Officer from paragraph 2

Add point 7 “Rewards/Bonus Points”.

## 7.4 Outstanding Rates

Introduction	The Local Government Act 1995 provides for a local government to impose rates and charges on land in its district.	
Objective	To establish a formal standard for the recovery of outstanding rates and charges levied under the Local Government Act 1995.	
History	Adopted	19 July 2007
	Former Policy	4.1
	Amended / confirmed	21 August 2008

### Policy Statement

1. The Chief Executive Officer may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person. Special payment agreements may be entered into for cases of special hardship for payment of rates, service charges, and domestic rubbish removal charges.
2. Subject to an agreement, the following process is to be followed for the recovery of outstanding rates and service charges. Legal proceedings will continue until payment of the rates and service charges are made in full –
  - a) Issue Final Notices –
    - (i) A Final Notice is to be issued 14 days after the due date, to those persons who have made either no payment, or insufficient payment to cover the first instalment. The Final Notice is to specify that the ratepayer/s have seven (7) days to pay in full or to enter into a special repayment arrangement.
    - (ii) Final Notices are not to be issued to eligible persons registered to receive the pensioner rebate under the Rates and Charges (Rebates and Deferments) Act 1992 as such persons have until 30 June in the year of rating to make payment, without incurring any late payment penalties.
  - b) Debt Collections –
    - (i) After (7) days has expired and no action has been recovered all rates and charges are to be sent to Council's debt collector.
    - (ii) The debt collector will follow a process to collect outstanding monies.
    - (iii) The debt collector, if unable to collect outstanding rates and charges will advise the rates officer.

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(iv) The rates officer will present this to the Deputy Chief Executive Officer who, in liaison with the Chief Executive Officer, will issue the debt collector an instruction to proceed with legal action.

(v) Should the debt collector not be able to collect the rates and charges then:

3. Local Government Act 1995 section 6.64 – Sale of Land

If any rates and charges which are due to Council in respect of any rateable land have been unpaid for at least 3 years, Council may take possession of the land under the provisions of Section 6.64 of the Local Government Act 1995. The approval of Council is to be obtained before this course of action is undertaken.

4. Should the arrangement negotiated with the CEO not be kept, the provisions of (2) above may implemented. – *End of Policy*

**COMMENT****7.5 Annual Budget – Rates Calculation**

**Introduction** To determine the percentage by which rates in the dollar and minimum rates should be increased to meet the increasing expenditure demands of a rapidly growing local government and to balance the budget.

**Objective**

1. To provide clear direction to members of Council, staff and community members on the process of determining rate changes.
2. To allow sufficient time for ratepayers and electors to make submissions and comment on rate setting as required by the Local Government Act 1995.
3. To ensure that the budget preparation and adoption procedure follows a methodical process with the opportunity being provided for input from members of Council, staff and the community.

<b>History</b>	Adopted	19 April 2007
	Former Policy	4.5 and 4.8
	Amended / confirmed	21 August 2008

**Policy Statement**

1. As a base standard for preparation of the annual budget, staff apply the following principles to establish the rate yield:
2. Using Local Government Cost Index (LGCI), calculate rate yield based on the previous years rate in the dollar or in a revaluation year, calculate rate yield on the previous years rate yield.
3. With reference to section 6.35 of the Local Government Act 1995, the minimum rates set by the Council are the minimum payments due in respect of any assessable property held for any part of the rating year and no refunds or allowances are to be made merely because a property has been surrendered, forfeited or otherwise disposed of during the course of a rating period. This policy recognises the considerable expense incurred by the Council in administering the rating system, and the disproportionate cost of collecting the small sums due as minimum rates.
4. Where land that becomes rateable during the year attracts a minimum rate, the minimum rate be apportioned on the number of days left in the year except where the amount is less than \$20 then the charge not be raised in that year, but be raised in the next subsequent year.
5. Council may adopt or vary the rate used for calculations, to suit Budget considerations.
6. Needs to be aligned with the long term financial plan that council adopted in September 2013

**Shire of Yalgoo Council Policy Manual March 2020****7.6 Annual Budget – Preparation timetable**

Introduction	In past years difficulties have arisen in regard to members of Council and staff not being aware when various sections of the budget process are required to be completed to enable a smooth transition to the adoption of the budget. There is a need to ensure that the budget preparation and adoption process follows a methodical process with the opportunity being provided for input from members of Council, staff and the community.	
Objective	<ul style="list-style-type: none"> <li>- To provide clear direction to members of Council, staff and community members on the budget adoption process to be followed, to ensure adoption of the annual budget in compliance with the Local Government Act 1995.</li> <li>- The policy relates to the need to have guidelines for the adoption of the Budget and Plan for the Future to ensure its smooth transition.</li> </ul>	
History	Adopted	19 April 2007
	Former Policy	4.9
	Amended / confirmed	21 August 2008
	Amended	26 November 2009

**Policy Statement**

1. All requests for items to be included in the draft budget must be made in writing and be submitted prior to 31 January each year.
2. Provision for ongoing commitments and fixed costs are to be included in the draft budget without reference to a committee.
3. The following Schedule 7.6 – Budget Preparation Timetable is applicable to the Long Term Financial Plan and Budget adoption, and forms part of this Statement.
4. In preparation for Budget, the following inspections are to be arranged by the CEO –
  - roads – date/s to be agreed at the March Council meeting.
  - plant and equipment – on the day of the March Council meeting,
  - public facilities – on the day of May Council meeting
  - Shire Office, Shire Hall, Old Railway Station, Caravan Park, Depot Workshop, Cemetery, St Hyacinth's Chapel etc
5. In preparation for Budget, the EHO is to inspect Shire housing, and buildings, and provide a report to the May Council meeting

– End of Policy

– End of Schedule

**Shire of Yalgoo Council Policy Manual March 2020****7.7 Donations and Sponsorship**

Introduction	From time to time, requests are received for Council to donate to particular causes or events, or to support individuals financially.	
Objective	To establish a framework for the consideration of requests for donations, sponsorship or in-kind support	
History	Adopted	15 May 2008
	Former Policy	4.10
	Amended / confirmed	21 August 2008

**Policy Statement**

1. As a general practice, Council will restrict making donations of cash, materials and/or works to organisations which benefit the local community.
2. Sponsorship of individuals will not be considered, unless it is determined by Council that –
  - the person is representing the Shire as a community,
  - is acting for the Shire's benefit to some extent, and
  - is authorised by a non-profit and non-government organisation which benefits the community.
3. The following Policy Schedules are adopted, and form part of this Statement –
  - 7.7 (a) – Request for Support.
  - 7.7 (b) – Criteria for Assessment of Requests

**Policy Schedule 7.7 (a) Request for Support**

*Donation requests should be made before 1 April each year for funding in the next financial year.*

*Priority is given to new initiatives which enhance the lifestyle of those living within the area.*

*Previously successful applicants should not assume that funding will always be granted. Other sponsorship priorities and eligibilities are listed on an attached sheet.*

*This information form is designed to assist you in making your application for donation and to enable us to efficiently deal with your request.*

**Please return to: Chief Executive Officer Shire of Yalgoo  
37 Gibbons Street YALGOO WA 6635**

<b>Name of Organisation</b>		
<b>Postal Address</b>		
<b>Contact &amp; Position</b>		
<b>Telephone</b>	(W)	(H)
<b>Aims of Organisation</b>		
<b>When was your organisation established?</b>		
<b>Is your group a non-profit organisation?</b>	YES / NO	
<b>Is your group a registered association?</b>	YES / NO	
<b>Does your group have an ABN?</b>	YES / NO If yes, ABN	



**Shire of Yalgoo Council Policy Manual March 2020****DONATION AGREEMENT**

If donation is approved, I agree:

- To provide the Shire of Yalgoo with a tax invoice for the amount granted
- To present the Shire with a report on the event including a financial report of the sponsorship expenditure, copies of material which feature the Shire's logo and a brief assessment of the projects' success (donations over \$500 only)
- Notify Council immediately, if the donation amount granted is used differently to what was listed in the application form.

I certify that the information supplied in this form is correct, and that I am authorised to make application for assistance on behalf of the organisation named

Signature		Name	
Position		Date	

**PREVIOUS ASSISTANCE**

Details of any previous assistance of your organisation by either direct donation or by waiving service costs

Date	
Amount	
Purpose	

**PRESENT APPLICATION**

If you have any further information you would like to include with your application form please attach.

Amount requested	
Date when support is required	
Project description	
How will the event/project benefit the Shire of Yalgoo community?	
Is this a regular project or a one-off event? Please provide detail	
Please detail how the support of Shire will be used	
What acknowledgement will the Shire receive for its support?	

**BUDGET SUMMARY**

Please attach a detailed budget for the project if appropriate.

**Shire of Yalgoo Council Policy Manual March 2020**

INCOME	Shire support requested	\$
	Other sources –	\$
		\$
Total		\$

EXPENDITURE		\$
		\$
		\$
		\$
Total		\$

*– End of Schedule***Policy Schedule 7.7 (b) – Criteria for Assessment of Requests**

Applicants should note that donations will be made at the absolute discretion of Council and that Council may use the following criteria when addressing applications.

Donation requests will not be considered where:

- The applicant is a private and for-profit organisation or association
- The applicant is an individual person
- The applicant is in relation to general fundraising
- The application is for funding for conferences and conventions

Priority will be given where;

- The applicant is a registered not for profit organisation and has a base or visible presence in the Shire of Yalgoo.
- The applicant is a community group based in the Shire of Yalgoo or has visible presence within the Shire of Yalgoo or has a significant impact on residents of the Shire of Yalgoo.
- The applicant can demonstrate that the funds will provide some benefit to the Shire of Yalgoo residents.
- The funds are required for a new initiative or significant once off project.
- The applicant has not received a donation from Council within the previous two years.
- If the donation is for an event, entry to the event is free of charge to Shire of Yalgoo residents to attend and participate.
- The application is made in the financial year prior to the funds being required in time for inclusion in the coming year's budget deliberations.

*– End of Schedule*

## Shire of Yalgoo Council Policy Manual March 2020

**7.8 Centacare – Support for Indigenous Children’s Program –DELETED****7.9 Shire of Yalgoo Education Scholarships and Donations**

Introduction	The purpose is to provide some financial support for deserving students attending Years 7, 8, 9 and 10.	
Objective	This Policy is intended to support administrative and other secondary school expenses for Yalgoo Primary School students, and recognition of achievement for a Meekatharra School of the Air student	
History	Approved in Principle	April 2009 Ref – C2009-0416
	Adopted	26 November 2009

**Policy Statement**

1. The following amounts are to be included in the 2009-2010 Annual Budget, and thereafter –
  - Yalgoo Primary School – two scholarships of \$150 each.
  - Meekatharra School of the Air – donation of **\$100** towards graduation gifts/prizes.
2. The 2009-2010 base year amounts are to be indexed each year by the same percentage as the rates increase, rounded up to the next \$5.
3. Yalgoo Primary School Year 6 Scholarships –
  - are intended to be a rolling three-year scholarship program, with two new scholarships to be awarded each year,
  - to be awarded to up to two graduating year 6 students, selected by the Yalgoo Primary School staff, and not limited solely to academic achievement,
  - the School staff are not required to award either or both scholarships each year,
  - any scholarship not awarded is not cumulative,
  - the scholarship will continue each year for the first three years of secondary education, subject to the student remaining in education,
  - the scholarship will be paid direct to the institution the successful recipient attends, upon notification/claim by the school, to assist paying for items such as fees, books, uniform etc,
  - although the recipient will not receive payment direct, a letter from the Shire confirming the award of the scholarship to the student and the arrangements, should be handed to the student at the time of announcement of the scholarship award,
  - if the student discontinues their education the scholarship will no longer be payable.
4. Meekatharra School of the Air Graduation Gifts/Prizes –
  - to be used at the discretion of MSOA, is not limited to graduating students

**Shire of Yalgoo Council Policy Manual March 2020****7.10 Christmas Party for Children Residing in the Shire**

Introduction	The purpose of this policy is to provide funds from the Shire budget for the purpose of a providing a Christmas party for families with children to come together and share the Christmas spirit. The event is an alcohol-free event that may include a Carols by Candlelight theme and a barbeque is provided	
Objective	This funding is intended to provide food, entertainment and token gifts for attending children	
History	Approved	TBA
	Adopted	TBA

**Policy Statement**

5. Projected costs are to be included in the Annual Budget
6. The allocated budget will be used for food, beverages, entertainment and appropriate Christmas gifts for children residing in the Shire of Yalgoo.
7. Residents from outside the Shire of Yalgoo can register their Children for the Christmas Party and provide their Children's present to the value of those being provided to local children, from newborn to Primary school age.
8. That value of gifts was \$20 in 2019 and may increase at the discretion of the CEO
9. The primary purpose of this event to commit to social inclusion and wellbeing and add value to the community and:
  - Not seek to promote a product, service or company (sponsorship excepted).
  - Entry to the event is free and appropriately inclusive
  - This event may be supported by a local community group.
  - This event is not to promote religious or political ideas.
10. All residents will be notified of the time and date of the event each year.
11. Residents will need to ensure their children have been registered with Shire by a published cut off day in order to be included in the Christmas party event. If token gifts are distributed to Children (under the age of XXX), they will need to be age and gender appropriate and within the allocated overall budget for this event.
12. Residents, who will also be attending the event, will also need to notify the Shire of their attendance in order to make sure attendance is managed and monitored.
13. A short summary to be compiled post event relating to costs and attendance to guide management planning in subsequent years

**Shire of Yalgoo Council Policy Manual March 2020****8. FIRE CONTROL****8.1 Bush Fire Brigade Vehicles**

History	Adopted	21 October 1998
	Former Policy	10.7
	Amended / confirmed	21 August 2008
	Amended	20 November 2008

**Policy Statement**

1. Fire appliances are to be kept fully fuelled including auxiliary motors and fire-lighters, and fire-fighting water tanks are to be kept full to ensure operational readiness.
2. Fire trucks are not to leave town until authorised by the incident controller. This is to protect personnel and ensure that the trucks are available for fire-fighting service when required.
3. In the case of a rural bush fire, the actual location of the fire will first have to be determined and then a decision made by the incident controller as to the appropriate deployment of resources.
4. Fire appliances are to be equipped to the standard stowage configuration and all equipment is to be regularly serviced, maintained and cleaned to ensure operational readiness.
5. All fire appliance equipment is to be secured appropriately.
6. Fire appliances are to be regularly serviced, maintained and cleaned to ensure operational readiness.

*– End of Policy***9. NATURAL RESOURCE MANAGEMENT****9.1 Native Flora and Fauna**

Introduction Approval of the Shire is required before DEC will issue permission to people wishing to pick wildflowers, collect seeds or take native fauna.

Local Government Act 1995 –  
s.3.54 – management of reserves vested or placed under Council's control

Wildlife Conservation Act –  
protection of native flora and fauna

**Objective**

History	Adopted	unknown
	Former Policy	10.1 adopted 21 June 1989
	Former Policy	10.10 adopted 2 August 2003
	Amended / confirmed	21 August 2008
	Amended	20 November 2008

**Policy Statement**

1. On written application, the CEO may provide permission to pick wildflowers and / or collect seed on lands under Council's control, under the following conditions –
  - it is for their own domestic or hobby use
  - permission is given for a period not exceeding one week
  - the area of picking and/or collection is strictly limited

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- not more than one collector is permitted in any one location
  - a maximum of 10% of seed only to be taken in any one area
2. All applications for commercial picking of wildflowers or collection of seed are to be referred to Council, for consideration of –
    - collector's credentials and purpose (collector includes the permit holder and up to 2 assistants),
    - duration of approval, if any,
    - the area of picking and/or collection
    - not more than one collector being permitted in any one location
    - a maximum of 25% of seed only to be taken in any one area
  3. All applications for the collection of reptiles, amphibians and birds from lands under Council's control, are to be referred to Council for consideration, having regard to –
    - collector's credentials
    - purpose of collection – domestic, hobby, display, educational, commercial
    - fauna to be collected – rarity, locality, need for preservation etc
    - locality of collection – ease of access, likelihood of general public-knowledge or access
    - period of duration
  4. Where Council has previously permitted an application, the CEO may issue permission in subsequent consecutive years under identical terms and conditions, without further reference to Council.
  5. The approval of the Department of Environment and Conservation is mandatory, and Shire permission is invalid without the Department's consent

**COMMENT**

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DEC may issue a permit for a maximum of 1 year.

## Shire of Yalgoo Council Policy Manual March 2020

**10. ORGANISATIONAL POLICIES****10.1 Occupational Health and Safety**

History	Adopted	21 August 2008
	Confirmed	26 November 2009

**Policy Statement**

1. The following Policy Schedule 10.1 – Occupational Health and Safety Statement is adopted, and forms part of this Statement.
2. Policy Schedule 10.1 is to be reviewed and adopted annually as required by the Occupational Health and Safety Act.
3. Policy Schedule 10.1 is to be distributed to all new employees as part of their induction

**Policy**

The Shire of Yalgoo is committed to providing a safe and healthy work environment, so far as practicable, for all employees, contractors and visitors. To achieve this, the council has allocated responsibilities and accountabilities to all levels of persons within the council to ensure the maintenance of the occupational safety & health program is optimal.

- An annual reduction of workplace injury and disease.
- The provision and maintenance of a safe workplace, plant and systems of work.
- The identification, elimination and control of workplace hazards.
- The provision of information, supervision and training to employees to ensure work is performed safely and to a high standard

The Shire of Yalgoo encourages a consultative process to improve safety within the workplace and will provide the time and resources required to minimise the risk of injury, harm or damage to the council's employees and property.

Safety is considered a shared responsibility and the council will strive to ensure the compliance and integrity of this policy is maintained.

\_\_\_\_\_  
**Shire President**\_\_\_\_\_  
**Chief Executive Officer**\_\_\_\_\_  
**Employee Representative**

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

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

**COMMENT**

**Shire of Yalgoo Council Policy Manual March 2020***– End of Schedule***10.2 Employees Health and Safety Policy – Included in HR Manual**

History	Adopted	25 May 1994
	Amended	8 October 1997
	Former Policy	10.4
	Amended / confirmed	21 August 2008

**Policy Statement**

7. The following Policy Schedule 10.2 – Employees Health and Safety is adopted and forms part of this Statement.
8. The Schedule is to be reviewed annually as required by the OSH Act, adopted and circulated to all staff.

*– End of Policy***Policy**

The Shire of Yalgoo is committed to providing and maintaining a safe working environment. We have an accident-free record of which we are extremely proud. The aim of this policy is to ensure the safety and welfare, so far as is practicable, of employees and contractors whose services are engaged by the Shire of Yalgoo. It is also to ensure the safety of members of the public who may drive through or visit our worksites.

The Chief Executive Officer is responsible for the management of occupational safety and health. The Shire of Yalgoo identifies the requirements and responsibilities under the Occupational Safety and Health Act 1984, the Occupational Safety and Health Regulations 1996, approved Codes of Practice, Guidance Notes and relevant Australian Standards.

To ensure that the Shire of Yalgoo is a safe place in which to work, the following areas of responsibility must be accepted:

1. All staff, contractors and volunteer workers must take reasonable care to ensure their own safety and health at work and that of other persons in the workplace.
2. All staff, contractors and volunteer workers must observe safe work practices and use personal protective equipment. All staff and volunteer workers are to be provided with personal protective equipment as required. Contractors are to provide, at their own expense, personal protective equipment that meets the conditions of the Shire of Yalgoo.
3. It is the duty of all staff, contractors and volunteer workers to report any incidents, accidents and hazardous situations arising or having been observed in the course of work.
4. It is the duty of all staff, contractors and volunteer workers to maintain a copy of the Occupational Safety and Health Policy and Safety Rules. Contractors must also maintain a copy of the Contractor Check List.

The Shire of Yalgoo seeks the co-operation of all people associated with working for the council in upholding a high standard of personal safety and accident prevention procedures and in maintaining our accident-free record.

This policy will be reviewed annually to ensure relevance, comprehensiveness and clarity of purpose.

**Safety Rules**

The safety and health of all people working for the Shire of Yalgoo is of primary concern. The following rules are to be observed and complied with to reduce the risk of injury to any person:

1. Safe working practices must be observed at all times. If there is doubt, speak to your supervisor.
2. Report any injury or incident immediately.
3. Safe and appropriate clothing and personal protective equipment (including seatbelts) must be worn while performing work tasks.



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4. Council vehicles, machinery, equipment and facilities are to be used only by authorised personnel.
5. Lift all objects safely and correctly. If in doubt, ask someone to assist you or ask your supervisor.
6. In the event of fire or other emergency, follow the instructions of the council emergency procedures.
7. Alcohol and drugs, other than prescribed drugs, must not be consumed at any worksite or work location unless officially authorised. Workers must be free of the influence of alcohol and drugs throughout working hours. Failure to observe this requirement may result in dismissal or suspension without pay.
8. Speed limits on public roads and at work locations must be observed at all times.
9. Machinery, equipment, materials and tools must be secured whilst in transit.
10. Any unsafe working conditions must be reported immediately to the supervisor. You must not work in unsafe conditions.
11. Appropriate road signs must be placed at all points of entry to construction zones, and all machines must have their yellow beacons operating within the works zone.
12. All road works must comply with the MRWA standards as found in the General Field Guide MRWA Traffic Management for Road Works.
13. All plant and equipment is to be inspected regularly to ensure that it is well maintained and in safe condition. These inspections should be carried out at least daily and an inspection checklist should be completed at least fortnightly. Particular attention must be paid to safety devices such as beacons and reversing alarms. Any faults must be brought to the immediate attention of the Supervisor. Any equipment which is unsafe will be stood down until repaired or replaced.
14. Greasing, refuelling or cleaning machinery, plant and equipment that is running is strictly prohibited.

***These Safety Rules apply to Contractors as well as to Shire Employees***

**Safety Guidelines with regard to Contractors**

1. Before commencing work on any Shire contract, contractors will be provided with a copy of the Occupational Safety and Health Policy and the Safety Rules, Contractor Safety Checklist and Contractor Safety Agreement.
2. Before commencing work on any Shire contract, contractors will provide the Shire with certificates of currency with regard to Public Liability insurance and, where applicable, Workers Compensation insurance, Plant insurance and Personal Accident insurance.
3. Before commencing work on any Shire contract, contractors provide to the Shire copies of their employees drivers licences and certificates of competency as appropriate.
4. Before commencing work on any Shire contract, contractors will satisfactorily complete and sign both the Contractors Safety Checklist and Contractors Safety Agreement. These documents acknowledge that the Contractor is bound by the Shire's Occupational Safety and Health Policy and Safety Rules and that the contractor is complying with its safety and health responsibilities.
5. All tender documents for Shire works will contain appropriate safety and health provisions.

– End of Schedule

**Shire of Yalgoo Council Policy Manual March 2020****10.3 Sexual Harassment Policy**

History	Adopted	21 May 1996
	Former Policy	10.3
	Amended / confirmed	21 August 2008

**Policy Statement**

The following Policy Schedule 10.3 – Sexual Harassment Policy is adopted and forms part of this Statement.

**Objective**

Council strongly supports the concept that every employee, elected member and member of the public employed by or engaged in business with the Council, has a right to do so in an environment which is free from sexual harassment and the Council is committed to providing such an environment. Council considers sexual harassment to be an unacceptable form of behaviour which will not be tolerated and recognises that sexual harassment is unlawful.

**Scope**

This policy applies:

- To everyone who works at the Shire, including elected members, employees, potential employees, trainees, volunteers and contractors, regardless of whether they work full time, part-time or as casual staff.
- In the workplace and at any other place where a person is a representative of Shire of Yalgoo including work outside normal work hours and at work related events such as conferences, training events and social functions like Christmas party or other functions.

The Equal Opportunity Act 1984 (WA) and the Sex Discrimination Act 1984 (Cth) provide that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated.

Some examples of sexual harassment include, but are not limited to:

- Physical contact (touching, rubbing, patting, embracing, brushing up against etc);
- Gestures of a sexual nature
- Leering or staring
- Offensive telephone calls, emails, text messages or notes
- Sexual suggestive jokes or comments
- Tales of sexual exploits
- Repeated requests for a date
- Unwelcome comments or questions about a person's sex life, appearance or dress; and
- Sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails).
- Other acts or behaviours that may amount to an offence of sexual assault under the relevant criminal legislation.

The Shire of Yalgoo is an Equal Opportunity Employer committed to providing a safe workplace that is free from harassment, discrimination and bullying and one where diversity is valued and encouraged.

Elected Members who engage in misconduct as outlined in this policy may be suspended or disqualified from holding office. Employees who engage in misconduct as outlined in this policy may be subject to disciplinary action, which may include instant dismissal.

## Shire of Yalgoo Council Policy Manual March 2020

### Responsibilities:

#### Elected Members

Shire of Yalgoo's Elected Members must be aware of this policy.

They are responsible for ensuring that:

- Their behaviour in the workplace complies with this policy.
- They must inform the Chief Executive Officer or Shire President as soon as possible if they observe behaviour in the workplace that may contravene this policy.
- They seek assistance from the Chief Executive Officer if they have any questions in relation to this policy. They respect confidentiality in relation any complaint made or any suspected inappropriate conduct.

Elected Members may be personally liable for their actions if they do not comply with the above requirements.

Council recognises that sexual harassment can undermine health, performance and self-esteem of individuals and has the potential to create a hostile and intimidating environment. Council is therefore committed to any action which ensures the absence of sexual harassment in the workplace including general training of the workplace and specific training for officers identified to deal with complaints.

Appropriate disciplinary action will be taken against any individual found to be engaging in such conduct.

Any complaints of sexual harassment made against another person associated with the Council will be viewed seriously, treated confidentially and thoroughly investigated by appropriately trained persons as per the HR Grievances Resolution procedure.

Any person making a claim of sexual harassment will be protected at all times.

An employee whose health or work performance has been affected by sexual harassment will not have their employment status or conditions disadvantaged in any way.

A formal complaints/grievance procedure will be utilised to effectively resolve complaints of sexual harassment.

**COMMENT - EMPLOYEES COMPONENT OF SEXUAL HARASSMENT POLICY HAS BEEN TRANSFERRED TO HR MANUAL UNDER DISCRIMINATION, HARASSMENT AND BULLYING IN THE WORKPLACE POLICY.**

*– End of Schedule*

**Shire of Yalgoo Council Policy Manual March 2020****10.3 Drugs, Alcohol and Fatigue – (Previously Fitness for Work )**

Introduction	The Shire of Yalgoo is committed to a zero tolerance of alcohol and drugs in the workplace and may conduct random drug and alcohol screening to ensure compliance.	
Objective	The aim of this policy is to ensure a safe workplace free from the effects of drugs and alcohol.	
History	Adopted	21 August 2008

**Policy Statement**

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**The Shire of Yalgoo's commitment**

The Shire of Yalgoo and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage become an occupational safety and health issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired. For the purposes of this policy, the term "employee/s" shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Yalgoo in any capacity.

**The Individual's Responsibility**

Under the Occupational Safety and Health Act 1984 (the OSH Act), workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable, except in relation to any authorised and responsible use of alcohol at workplace social functions. Employees, Volunteers, Contractors and Elected Members are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

**Elected Members Responsibility**

Elected Members should be aware of their standing as community leaders and ensure that alcohol consumption is kept to a minimum, particularly at functions hosted by the Shire. Alcohol should not be consumed prior to or during any Council or Committee meeting. Elected Members behaviour is not to be impaired by mind affecting substances and therefore the use of or consumption of any drug or drug related substance is prohibited.

**Reporting Requirements**

Employees, Volunteers, Contractors or Elected Members must report to their employer or Shire President (Elected Members) any situation where they genuinely believe that an employee, volunteer/contractor or elected member may be affected by alcohol and/or other drugs.

**Drug Use on the Premises**

Employees, Volunteers, Contractors or Elected Members who buy, take, or sell drugs on Shire of Yalgoo premises, may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal.

Employees who have been prescribed medication/drugs by a medical practitioner that could interfere with their ability to safely carry out their role must inform their manager or CEO and disclose any side effects that these medication/drugs may cause.

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### **Consumption of Alcohol on the Premises**

Except in situations where the Shire of Yalgoo holds a function on the premises and alcohol is provided, employees must not bring in and/or consume alcohol in the workplace.

### **Drug/Alcohol Treatment Programs**

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, Shire of Yalgoo will aid the employee.

- Shire of Yalgoo will allow an employee to access any accrued personal or annual leave whilst they are undergoing treatment. And;
- Shire of Yalgoo will take steps to return the employee to its employment position after completion of the treatment program, if practicable in the circumstances.

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management, will review the full circumstances and agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or possible termination from employment if the employee is unable to safely carry out the requirements of their role.

### **Managers' Responsibilities - Consumption of Alcohol at Work Sponsored Functions**

Team managers shall:

- encourage their people to make alternative arrangements for transport to and from work prior to the function;
- ensure that the following is made available: - Low alcohol beer, soft drinks and water - Beverages: Tea, Coffee and Food;
- if the manager believes a person may be over the BAC 0.05 limit, assist the person with safe transport home (including contacting a family member or arranging a taxi); and
- if the manager has to leave the function early, appoint a delegate to oversee the rest of the function.

### **Pre-Employment Medical Tests**

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

### **Identification of Impairment & Testing**

The Shire reserves the right to conduct pre-employment, random, blanket and suspicion alcohol and drug testing throughout the whole organisation. A qualified Testing Service Provider will perform those tests. The outcome may or may not affect the perception of an employee's fitness for duty on that day and may entail disciplinary action. If the Shire of Yalgoo has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue. Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

If the Shire of Yalgoo suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

- direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties;
- require that an employee undergo drug and alcohol testing administered by a representative of the Shire of Yalgoo
- direct an employee to go home.

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A medical assessment may include a drug and/or alcohol test. Testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008. A Testing Service Provider will conduct this form of testing by breathalysing/oral testing the employee first. A urine test may be ordered as a result of the first tests to determine the presence of a serious misconduct, such as a criminal offence or a serious breach of Council's policy providing reasonable grounds for terminating employment (in accordance with the Local Government Act and/or relevant Awards).

In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, the Shire of Yalgoo may request further information from the medical practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken. The Shire of Yalgoo may direct the employee to go home following the medical assessment until it can be established that they are fit to undertake their duties.

The subject employee will be entitled to full payment of entitlements until such time as the medical examination determines that the employee is unfit for work.

If the employee is deemed fit for work, the employee will be returned to work immediately.

If the employee is deemed unfit for work, the employee will be placed on leave without entitlements until such time as a medical examination determines fitness for duty.

All testing results will be kept private and confidential wherever possible. Refusal to an alcohol and drug testing may result in dismissal.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment, undertake an Alcohol and Drug test or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test result for alcohol and/or drugs:

- The employee tested and the supervisor (or respective employer) will be informed of the result;
- A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the Shire of Yalgoo and HR Drug and Alcohol in the workplace guidelines.

An employee who returns a positive test will be in breach of this policy. A breach of this policy may result in disciplinary action being taken against the employee up to an including the termination of employment.

**Other Fitness to work issues****Fatigue**

Fatigue can be the result of many different situations. Accordingly, this procedure will directly reflect the implications of fatigue through the following external triggers (but are not limited to):

- lack of sleep due to illness or other personal issues
- voluntary work
- external work commitments

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In the interest of safety and health it is important that employees remain alert and function at full capacity whilst at work. When affected by fatigue, actions may be impaired through lack of concentration and poor judgement, therefore increasing the potential to cause injury or harm to themselves, personnel or members of the public.

It is the Shire of Yalgoo policy to provide a safe place of work for its employees. It is the employee's responsibility to report to their supervisors any other work commitments or voluntary commitments outside their employment with the Shire of Yalgoo that may impact accordingly.

Depending on the circumstances, the Shire of Yalgoo may agree to come to a compromise with the employee to ensure there is an equilibrium between regular hours worked at the Shire of Yalgoo, sleep/rest and additional hours worked elsewhere (including paid and voluntary work).

If deprivation of sleep is the cause of fatigue due to other external circumstances (that are not listed above), a drug and alcohol screen may be required. If a positive result occurs, disciplinary action may apply.

If sleep deprivation is due to illness or personal issues the Shire of Yalgoo will endeavour to find a short-term compromise and support the employee in whatever capacity is appropriate.

In circumstances where the employee is unfit to remain at work as to the judgement of their employer, the employee may be stood down from work for the remainder of the day and depending on the circumstances this may occur with or without pay and/or a medical assessment may be requested.

### **Education, Training & Awareness**

The Shire of Yalgoo will provide education and training to all employees at the workplace about the effects of alcohol and other drugs and their risks to safety and health.

Line managers will be given training that they may identify situations where an employee is potentially misusing alcohol or drugs.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.

The Shire of Yalgoo engages the services of an external Employee Assistance Provider who can provide the organisation's people with free and confidential counselling

### **Variation to this Policy**

This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this policy by the normal correspondence method.

### **Related Corporate Documents**

- Counselling, Disciplinary and Dismissing staff guidelines (Employee Orientation and HR Manual)
- Grievances Resolutions Procedure (where applicable) (Employee Orientation and HR Manual)
- Drugs and Alcohol in the workplace (Employee Orientation and HR Manual)

*– End of Schedule*

**Shire of Yalgoo Council Policy Manual March 2020****10. 4 Integrated Planning: Workforce Planning and Management Policy**

Introduction	<p>Definition of Workforce Planning:</p> <p>Workforce planning is a continuous process of shaping the workforce to ensure it is capable of delivering organisational objectives into the future.</p> <p>It provides the framework for assessing the demand and supply of the workforce and aims to have the right people in the right place at the right time to affect the delivery of organisational goals, resourced through effective long term financial and business plans.</p>		
Objective	<p>The intent of this policy is to demonstrate that the Council of the Shire of Yalgoo is committed to ensuring that strategic, operational and legislative objectives are met by effective workforce planning and resourcing to demonstrate compliance with the Integrated Planning requirements of the Local Government Act (1995) Regulation S5.56(2)</p>		
Type (Council or Operational)	Council Strategic Policy		
History	Adopted	23 May 2013 by Council decision	C2013-0520

**Policy Statement****Principles – Framework - Process**

1. Council considers workforce planning to be an essential management function in its operations.
2. Council recognises that the achievement of all goals and objectives are reliant on the appropriate capacity, skills, knowledge of the workforce.
3. Council recognises that the responsibility for managing people lies with the person who has the executive responsibility for the objectives of the service/activity/ function of their division.
4. Council is committed to resourcing workforce requirements through its integrated planning processes.
5. Council will ensure that its Workforce Plan addresses current and future best practice human resource management practices that include:
  - effective and efficient recruitment and retention
  - role and responsibility definition and appropriate performance management
  - support and encouragement for staff to perform
  - staff training and development
  - legislative compliance
  - staff health and wellbeing (occupational safety and health known as OSH)
  - flexibility in employment and work practices to meet organisational and employee needs.

**Responsibilities**

1. All Elected Members and officers involved in organisational, operational or project planning will ensure that workforce implications are considered and included in all strategic or operational plans.
2. Managers and supervisors have the responsibility and accountability for ensuring that staff under their control are managed appropriately within their own work areas.
3. In each work area current and future demand and supply should be assessed as part of the annual and strategic planning cycles.
4. Executive managers will ensure effective setting of KPIs and performance criteria for their staff that will meet relevant organisational objectives.
5. Staff appraisals will incorporate training and development plans to ensure the current and future skills and knowledge needs are met wherever practicable, with gaps and omissions reported to the CEO or other designated officer for inclusion in the Workforce Planning process.



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6. The corporate services team will collect and monitor relevant workforce data and statistics.
7. The relevant organisational planning and performance monitoring personnel will research and relevant workforce data, demographics and trends as part of the integrated planning cycle.

**Monitor and Review**

1. The Shire's executive will implement a reporting and recording system that will be monitored to ensure human resource supply and demand management is appropriately implemented and sustained across the organisation and there is ongoing identification of issues and trends.
2. Workforce planning key performance indicators, relating to both organisational and personal performance will be developed, implemented and monitored by the Shire's Executive and Council as appropriate and reported as required, being mindful of human resource management confidentiality requirements.

*– End of Policy*

**COMMENT**

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This policy is the first of a new suite of policies to underpin the Shire's Integrated Planning processes.

In due course the CEO will arrange for a full review of policies such that policies set by Council (strategic) will be separated from operational policies.

The overall policy format will be reviewed at this time but in the meantime the policy manual will be maintained in its current format in the interest of consistency and expediency.

**Shire of Yalgoo Council Policy Manual March 2020****10.5 Integrated Planning: Asset Management Policy**

Introduction	Asset Management is inextricably linked with service delivery. The primary goal for the Shire of Yalgoo in managing its assets is to provide the services, and levels of service, consistent with the desires of the community, and within the financial resources of the Shire.	
Objective	<p>The intent of this policy is:</p> <p>To ensure that the Shire's services and infrastructure are provided in a sustainable manner, taking into consideration the whole of life costs of assets and ensure the appropriate levels of service are provided to customers in line with the Shire's Community Strategic Plan and Corporate Plan;</p> <p>To safeguard Shire assets, including physical assets and employees, by implementing appropriate asset management strategies and allocating appropriate financial resources for those assets;</p> <p>To create an environment where all Shire employees take an integral part in overall management of Shire assets by creating and sustaining asset management awareness throughout the organisation;</p> <p>To meet legislative requirements for asset management in accordance with the Integrated Planning requirements of the Local Government Act (1995) Regulation S5.56(2);</p> <p>To ensure resources and operational capabilities are identified and responsibility for asset management is allocated;</p> <p>To demonstrate transparent and responsible asset management processes that align with demonstrated best practice.</p>	
Type (Council or Operational)	Council Strategic Policy	
History	Adopted	TBA

**Policy Statement**

1. Council considers Asset Management to be an essential management function in its operations.
2. A consistent asset management improvement strategy shall be developed for implementing systematic and best practice asset management practices in all of the Shire's operations.
3. All relevant legislative requirements together with political, social and economic environments shall be taken into account in asset management.
4. The asset management process shall be integrated within existing planning and operational processes and supported by a cross functional, multidisciplinary Asset Management Working Group.
5. Asset management plans shall be developed for all major service/asset categories. The plans shall be informed by community consultation and statutory requirements for local government financial planning and reporting;
6. Reviews of current services and service levels shall be undertaken in consultation with the community;
7. An inspection regime shall be used to ensure agreed service levels are maintained and to identify asset renewal priorities;
8. Asset renewals required to meet agreed service levels shall be identified in adopted asset management plans and long-term financial plans and shall form the basis of annual budget estimates, with the service and risk consequences of variations in defined asset renewals and budget resources to be reported annually;
9. Service levels shall be defined in adopted asset management plans and shall form the basis of annual budget estimates with the service and risk consequences of variations in defined services levels and budget resources to be reported annually;

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10. Asset renewal plans shall be prioritised and implemented progressively based on agreed service levels and the capacity of the current assets to provide that level of service;
11. Systematic and cyclic reviews shall be applied to all asset classes to ensure that the assets are managed, valued and depreciated in accordance with appropriate best practice and applicable Australian Standards;
12. Future whole of life costs shall be reported and considered in all decisions relating to new services or assets and upgrading of existing services and assets.
13. Preference will be given to renewing infrastructure assets before acquisition of new assets is considered.
14. Training in asset and financial management shall be provided for councillors and relevant staff.

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**11. PERSONNEL and STAFF HOUSING****11.1 Designated Staff**

Introduction	Section 5.37 of the Local Government Act states that a local government may designate employees or persons belonging to a class of employee to be senior employees	
Objective	To nominate the Designated Staff positions in accordance with the Local Government Act s.5.37.	
History	Adopted	21 August 2008
	Amended	C2013-0523 4. Changes to designated staff as a result of adoption of new workforce structure.

**Policy Statement**

In accordance with the Local Government Act s.5.37, the following positions are Designated Staff as defined –

- Chief Executive Officer, as required by the Act,
- Persons belonging to the class of staff known as Executive Managers (C2013-0523).
- Environmental Health Officer

– End of Policy

**COMMENT**

Employee class	Council involvement	Committee involvement	CEO involvement
CEO	<u>Required</u> . May delegate selection and interview to a Committee, but appointment must be by Council	<u>Permitted</u> to interview and recommend to Council. <u>Not permitted</u> to appoint, manage or direct.	As directed by Council, usually limited to process, research and reporting.
Designated staff LG Act s.3.57	<u>Required</u> to consent to appointment or dismissal. Interview & recommendation can be done by CEO alone or with Council/or input. <u>Not permitted</u> to manage or direct.	<u>Permitted</u> to interview and recommend to Council. <u>Not permitted</u> to appoint, manage or direct.	<u>Required</u> to consent to appointment or dismissal. <u>Statutory</u> function to manage and direct.
EHO	<u>If designated senior officer</u> – as above, otherwise, as below <u>In all cases</u> – approval of Commissioner for Health required for appointment or dismissal.		
Other (non-designated) staff	<u>Prohibited</u> – no involvement permitted in appointment, management or direction.	<u>Prohibited</u> – no involvement permitted in appointment, management or direction.	<u>Statutory</u> function to appoint, manage, direct etc.

To be reviewed when changes to the Local Government Act 1995 are formalised from the 2020 Review

**Shire of Yalgoo Council Policy Manual March 2020****11.1.1 Selection Panels**

Introduction	Councillors from time to time sit on interview panels for selection of the CEO and may sit on a panel for other executive staff if invited by the CEO.	
Objective	To ensure that Councillors who sit on interview panels are trained to carry out the task in keeping with equal employment opportunity and other professional considerations.	
History	Adopted	26 May 2011

**Policy Statement**

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Councillors who sit on, or who are likely to be required to sit on, staff interview panels are to have relevant professional experience or undertake relevant Selection Panel training.

*– End of Policy*

**COMMENT**

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**Shire of Yalgoo Council Policy Manual March 2020****11.1.2 CEO Performance Review Process****Objective**

A consistent, transparent and accountable performance review process.

**Scope**

This policy position applies to the conduct of CEO performance reviews.

**Policy Statements**

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**(a) Rationale**

This process is documented and adopted by Council to ensure a consistent approach to the Shire of Yalgoo CEO review. The review process must be a collaborative, constructive process that is designed to enhance performance and provide guidance for the ensuing twelve months, using the Shire's agreed Strategic Plan and/or Business Plan.

Councillors must be prepared to take a corporate view of this process. The performance review process should be regarded as an opportunity to build relationships and to increase the effectiveness of individuals, systems and processes which will improve the performance and the profile of the Shire of Yalgoo.

Councillors participating in the review process must:

- Show an ability to be fair and objective
- Use good communication skills
- Possess preparation and evaluation skills
- Avoid Bias
- Be able to concentrate on outcomes
- Provide negotiation skills

**(b) Briefing session**

It is essential to gain input from all Councillors into the review and appraisal process. A briefing session will be organised to cover the performance appraisal, the procedures followed, keeping in mind current progress of the Strategic Plan and the skills required of the panel members; an independent person with relevant skills will be brought in to facilitate the session/process.

**(c) Contract**

- The CEO contract must contain the Shire's dispute resolution policy for both parties.
- The Shire's agreed CEO review procedure shall be contained within the CEO contract.
- The review procedure contained within the CEO contract can be varied by agreement between the Council and the CEO under an amendment clause between reviews.
- The contract should be reviewed by WALGA or a recognized practitioner to ensure legislative requirements are satisfied.

**(d) Review periods**

- It is a statutory requirement that the CEO's performance is reviewed annually.
- For planning purposes, the appraisal is to be undertaken in the month of July.
- In the event that Council has concerns about the performance of the CEO, the Shire President will, at the request of Council, undertake an interim performance review.

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- The Shire President must write to the CEO if Council has requested an interim performance review, outlining the areas of concern to allow the CEO the opportunity to prepare.
- The Shire President must allow the CEO a minimum of two weeks' notice prior to the commencement of an interim performance review.

### **(e) Composition of the Review Panel**

The CEO performance review panel will consist of:

- The Shire President; and
- Three Councillors nominated by resolution of Council.

This panel is to be facilitated by an Independent/external person appointed by a resolution of Council.

All Councillors seeking appointment to the CEO review panel must undertake the relevant CEO performance review training course within six months of appointment to the panel; it is important for those actually involved in the appraisal interview to feel comfortable with their skill level and role.

### **(f) Interview process**

The Interview process undertaken during the formal performance meeting must be conducted in good faith for all parties.

### **(g) CEO Key Performance Indicators (KPIs)**

- Must contain a balance of both tactical and strategic KPIs.
- Must refer to the Corporate Business Plan and or Community Strategic Plan.
- The annual review of the Corporate Business Plan must be included as part of the KPIs that defines realistic milestones and reporting requirements.
- Must mirror the expectations of Council and Community.
- Must acknowledge leadership.
- Be reviewed annually and then agreed between the CEO and the Shire of Yalgoo Council after each review period.
- Once agreed upon, the KPIs shall not be changed.

### **(h) Procedure for the Review of the CEO**

- Establish Review panel.
- Set the review procedure, timeline requirements and notify parties.
- Assess performance and agree on key focus areas for interview.
- Review Panel conducts appraisal interview along with an independent facilitator.
- Findings are shared with full Council in a briefing session.
- Manage follow up (Remuneration, KPIs, contract variations, review outcomes, analysis of interview feedback).
- CEO must be provided an opportunity to respond to interview findings.
- Full report distributed to all Elected Members and the CEO.

### **(i) Completion of review**

The Shire President, as head of the Review committee, must provide Shire of Yalgoo Councillors and the CEO with a formal report that summarises the finding of the review. The CEO is to be invited to provide comment.

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The KPIs are reviewed immediately after the report is handed to the CEO and must be completed and signed off within 28 days of the CEO review process having been completed.

**(j) Completion of process**

The performance review panel must deliver a report to Council that outlines:

- The new KPIs for the next 12 months
- Recommended changes, if any, to this process over the next 12 months.

**(k) Record Keeping**

The Shire President is to hold the record of the Performance review. All documents relating to the review process must be registered on the Shire of Yalgoo's records management system.

**Legislative and Strategic Context**

Local Government Act 1995, s5.38 - The performance of each employee who is employed for a term of more than one year, including the CEO and each senior employee, is to be reviewed at least once in relation to every year of the employment.

**Review Position and Date**

To be reviewed annually by Council.

**COMMENT**

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Review Strategic KPIs and Performance Measures periodically



**Shire of Yalgoo Council Policy Manual March 2020****11.2 Removal Expenses**

Introduction

Objective

History	Adopted	21 August 2008
	Amended	20 November 2008

**Policy Statement**

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1. New employees are entitled to reimbursement of reasonable removal expenses to the value of \$6,000 –
  - 50% on commencement, and
  - balance after 12 months service
2. Where a removal company is used –
  - 3 quotes are to be obtained and the CEO's approval for the preferred company sought
  - if the CEO's prior approval is not obtained, the lowest of any quotes received may be used as the basis of reimbursement
  - the Shire will meet the cost of one accompanying vehicle, one way.
3. Should the employee undertake their own relocation, the Shire will meet the costs of –
  - hire of truck or trailer, and fuel for one return trip (i.e. relocation, return of truck / trailer)
  - fuel cost of one accompanying vehicle, one way,
  - where relocation is in excess of 600 km, one night's accommodation only for the employee and dependent persons being relocated.

*– End of Policy***COMMENT**

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## Shire of Yalgoo Council Policy Manual March 2020

### 11.3 Shire Housing – Tenancy Conditions

#### Introduction

#### Objective

History	Adopted	24 January 1990
	Amended	8 October 1997
	Former Policies	3.9 and 3.11
	Amended / confirmed	21 August 2008

#### Policy Statement

1. All tenancies of Shire residences are subject to the requirements of the Residential Tenancies Act, and the agreement shall provide for the termination of the tenancy on termination of employment with the Shire.
2. Persons other than the direct family of the person renting a Council house, with direct family being their spouse/partner or children, are permitted to stay in the house for a maximum of two weeks after which Chief Executive Officer's approval is required.
3. Unless stipulated in their employment contract, a security bond equivalent to 4 weeks rent is to be paid, and held in accordance with the Residential Tenancies Act.
4. Where the tenants propose to keep pets, a pet bond of \$100 is required.
5. The security bond may be paid by payroll deduction out of their first two full pays, and the pet bond (where applicable) shall be taken out of their third full pay.
6. Shire housing will not generally be available to non-employees, but may be agreed by the CEO in appropriate circumstances, such as –
  - where a terminating employee wishes for members of their family to complete their own employment, school year etc,
  - as short term accommodation for contractors providing services to the Shire,
 provided that –
  - the residence is not currently required for other employees, but is to be vacated within two weeks if subsequently needed,
  - the period of residence as a non-employee is strictly limited,
  - the period of "non-employee" residence is at prevailing market rental, and is not subject to staff subsidies.

– End of Policy

#### COMMENT

*20 February 2014: this policy requires extensive review to simplify, correct out of date matters and provide reward to staff who are in their own home*

The Residential Tenancies Act applies to all rental situations, even to those of Shire owned housing to Shire employees. Accordingly, it is a requirement that the Shire comply with this Act, which provides the tenant with rights of use, stipulates periods of notice for inspection, maintenance, or termination etc.

**Shire of Yalgoo Council Policy Manual March 2020****11.4 Staff Housing – Subsidies**

History	Adopted	Former Policy	3.12 and 3.14
	Amended / confirmed		21 August 2008
	Amended		20 November 2008
	Amended	5 December 2013	C2013-1208

**Policy Statement**

1. Shire Rental – Rental of Shire owned accommodation occupied by an employee is set at \$50 per week for both units and houses.
2. Water –
  - a) The Council will pay water consumption charges at Shire owned housing having individual meters, occupied by an employee –
    - where the lawns and gardens are not maintained by the tenant, the first 700 kilolitres per year,
    - where the tenant maintains the lawns and gardens, the first 1200 kilolitres per year,
    - the allocated kilolitres are to be calculated pro-rata for each billing period or period of occupancy.
  - b) Council will pay all water charges where meters are shared between units / residences.
3. Electricity –
  - a) an employee residing in Shire owned housing shall be entitled to the rental reduction to the value of the following –
 

- first 2 years of service	40 units per week
- between 2 & 5 years of service	70 units per week
- between 5 & 10 years	100 units per week
- more than 10 years of service	120 units per week
  - b) where an Aerobic Treatment Unit is powered by electricity and supplied through their meter shall be entitled to a further reduction of 50 units per week
  - c) non-salaried staff residing in non-Shire accommodation shall be entitled to be paid the amounts in (a) above, plus their marginal tax rate (including any Medicare or similar levy).
4. Gas –
  - a) the Shire will meet the annual cost of rental for 2 cylinders only, for each Shire-owned residence using gas
  - b) gas consumption is at the employee's cost, as it is considered that energy subsidy is provided through electricity subsidy
5. Private Rental, where Shire accommodation is not available –
  - a) upon production of evidence of rental payments, employees residing in non-Shire accommodation will have their rent subsidised, to the extent that the net cost to the employee is equivalent to staff in Shire owned accommodation
  - b) the subsidy is subject to the rental being charged the employee, not being more than market value for similar accommodation in Yalgoo
  - c) the market value is to be reviewed annually and apply for the following 12 months.
6. Only one staff member per household shall be eligible for staff housing subsidies.
7. The subsidies are not available –
  - for “cashing up” for inclusion as part of an employee's salary package,
  - to non-employees, or to part-time or casual employees.

– End of Policy

**Shire of Yalgoo Council Policy Manual March 2020****11.5 SUPERANNUATION – REVISED POLICY**

## Introduction

## Objective

History	Adopted	20 March 1996	
	Amended	20 October 1999	
	Former Policy	3.2	
	Amended / confirmed	21 August 2008	
	Amended	26 November 2009	
	Amended	19 April 2012	(C2012-0418)

**Policy Statement**

1. Council will contribute towards an employee's personal superannuation as follows –
  - a) where required by the Superannuation Guarantee Levy, as per the Superannuation Guarantee (Administration) Regulations 2018 AG and Superannuation Guarantee (Administration) Act 1992 AG.
  - b) where the employee makes voluntary contributions, either by deduction from pay after tax or by salary sacrifice –
    - up to an additional maximum of 5% of salary/wages,
    - to be on a dollar for dollar basis to the 5% maximum,
    - this contribution is in addition to council's compulsory payment in respect of non-contributory superannuation.
  - c) or as otherwise negotiated in an employee's contract
- (2. Deleted Refer council decision C2012-0418).

– End of Policy

**COMMENT****11.6 Interview Travel Cost**

## Introduction

## Objective

History	Adopted	15 February 1995	
	Amended	8 October 1997	
	Former Policy	3.8	
	Amended / confirmed	21 August 2008	
	Amended	19 April 2012	C2012-0419 (rate)

**Policy Statement**

1. An applicant attending an interview at the Shire's request, who has to travel in excess of 100 km return, is to be offered a contribution towards their travel cost calculated as follows –
  - distance travelled – the shortest practical route from place of residence, to the site of interview, and return, in excess of 100 km,

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- rate per kilometre – at the rate provided in Item 13.3 of the Shire of Yalgoo Comprehensive Enterprise Agreement - Travel. (Note: If no Comprehensive Enterprise Agreement is current then the amount reverts to the Australian Taxation Office ruling D1 – Work Related Car')
- reimbursement – distance travelled by rate per kilometre.

*Example – Geraldton based applicant attending an interview in Yalgoo*

$$= (225\text{km} \times 2) - 100\text{ km} \times 73.7\text{ c/km} = \$257.95.$$

2. Where necessary, Council will pay for travel by public transport (in lieu of contribution above) and accommodation.

– End of Policy

**COMMENT**

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**Shire of Yalgoo Council Policy Manual March 2020****11.7 Severance and Redundancy Pay**

<b>History</b>	Adopted	12 May 1997
	Former Policy	3.10
	Amended / confirmed	21 August 2008

**Policy Statement**

1. The following Policy Schedule 11.7 – Severance and Redundancy is adopted, and forms part of this Statement.
  2. In accordance with the Local Government Act s.5.41 (g), the CEO is to –
    - negotiate all matters relating to “Designated Staff” and report to Council for decision prior to implementation (unless otherwise authorised);
    - negotiate and resolve all matters other than those relating to “Designated Staff”.
- End of Policy*

**COMMENT****Policy Schedule 11.7 – Severance and Redundancy****Part A – Severance Pay****1. Local Government Act**

The purpose of this Policy is to set down the maximum severance payable to terminating employees for the purpose of the Local Government Act section 5.50 (1) (the “Act”). Note however these severance payments may be exceeded in accordance with clause 7 at the discretion of Council.

**2. Terminating Employee**

A terminating employee is entitled to severance pay and benefits in accordance with –

- a) Any federal or state award or industrial agreement applicable to that employee;
- b) Any applicable provisions within the employee’s contract of employment;
- c) Any applicable award or order made by a federal or state industrial tribunal arising from the circumstances of that employee being specifically brought before that tribunal, subject to any right appeal;
- d) Where Council so agrees, any recommendation made by a federal or state Industrial Commissioner arising from the circumstances of that employee being specifically brought before that Commissioner.

**Settlement with a dismissed employee**

Where a dismissed employee has taken or is proposing to take litigation for alleged unfair dismissal, Council may decide to settle to avoid expensive litigation.

Matters to be taken into consideration by Council as to whether it will seek settlement and if so, the extent of any financial offers may include:

- a) the strength of the respective cases in any litigation
- b) the cost of legal advocacy and support;
- c) the cost of the witnesses;
- d) the cost of travel and accommodation in running the case;
- e) the cost of having staff tied up in the preparation and hearing of the case; and the disruption to operations.

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### **Part B – Redundancy Benefits**

#### **Payment of Redundancy Benefits**

Redundancy benefits shall be made pursuant to Council's Redundancy Policy. This does not preclude Council from agreeing to a higher severance benefit where clauses 2 or 3 above apply.

Redundancy benefits are-

- a) A maximum period of notice possible but in any event no less than 4 weeks or payment in lieu of notice to maximum of 4 weeks;
- b) Payment of 2 weeks pay;
- c) Plus 2 weeks pay for each completed year of service with the local government;
- d) The maximum payable under (b) and (c) shall be 2 ~ weeks pay;
- e) Where an employee has been employed with the Local Government for a minimum of 5 years, pro rata long service leave shall be provided if the employee is not otherwise entitled to pro rata long service leave under the Local Government Long Service Leave Regulations;
- f) All other pro rata entitlements payable under the appropriate award or agreement to a terminating employee;
- g) Where the employee was originally engaged from a distant location, reasonable relocation assistance may be provided to the place of engagement or another place (at a cost no more than relocation to original point of hire). Relocation assistance will be Council's discretion and considered according to circumstances;
- h) Where the circumstances of a retrenched employee are such that it will be extremely difficult for that employee to find another job, Council may exercise its discretion to provided additional benefits to such employees. In this event details of the total redundancy package for such an employee shall be published in accordance with section 5.50(2) of the Act.

#### **Mutual settlement with Employees**

Council may decide to settle in a situation where an employee, due to illness or impairment is unable to perform his/her job and there has been mutual agreement that employment must end.

Matters to be taken into consideration by Council in determining the extent of any financial offers may include:

- a) the length of service;
- b) the conscientiousness of the employee over the past employment;
- c) the value of the employee's service having regard to position(s) held and the regard given by Council to the employee's contribution;
- d) the length of time to retirement;
- e) the personal circumstances of the employee including family responsibility, future employment prospects and alternative sources of income; and
- f) possible exposure to litigation if the employee was dismissed having regard to obligations of Council under the State Equal Opportunity Act, the Commonwealth Disability Discrimination Act and the Commonwealth Workplace Relations Act.

#### **Definition of a week's pay**

The term "weeks pay" means the normal weekly salary or wage payable to the employee including any penalty rates normally paid but excluding overtime or intermitted payments. The term also includes salary or wages specifically sacrificed for additional non-award benefits but does not include the value of any non-award benefit normally provided for the employee's position (such as a vehicle in case of a senior position, the normal superannuation provided to all employees etc).

#### **Additional monies payment in exceptional circumstances**

Nothing in this Policy prevents Council from determining that in special circumstances, terminating employees may be paid additional monies or provided additional benefits where justified.

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If Council so determines, details of the severance pay and benefits shall be published in accordance with section 5.50 (2) of the Act.

### **Part C – Redundancy**

#### **Background**

The need for a proforma redundancy policy arises because of changes and challenges faced by Local Government –

- a) “Hilmer”, the National Competition Policy, accountability for delivery, cost efficient services demanded by electors, competitive tendering and contracting-out.
- b) New trends in WA Local Government requiring a re-evaluation of existing structures and services, and ways and means of reacting to demands from the State Government and the electors.
- c) The possibility of future amalgamations of local governments, splits of existing large local governments and changes in boundaries.

#### **Commission TCR Standard**

The commission’s standard award minimum is the so-called “TCR” standard arising from the Full Bench Termination, Change and Redundancy Decisions. Some organisations have recently chosen to apply higher benefits which have been included in some enterprise agreements. Nevertheless the appropriate award provisions will continue to apply and this policy is to be read in conjunction with those award provisions – see clause 47 of the Local Government Officers’ (WA) Award and clause 6B of the Municipal Employees’ (WA) Award.

#### **Consultation**

- a) The Local Government will consult employees likely to be affected by any proposed change as to the need for and/or reason for the change and no definite decision will be made until this process has been followed.
- b) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to continue, and this is not due to the ordinary and customary turnover of labour and the decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.
- c) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (b) hereof, and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- d) For the purposes of discussion the employer shall as soon as practicable provide in writing to the employees concerned and their union(s), all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not required to disclose confidential information, the disclosure of which would be inimical to the employer’s interests.

*(NOTE: paragraphs (b), (c) and (d) have been taken directly from the awards and reflect the TCR requirements as to discussion prior to termination).*



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### **Transfers Within the Organisation**

Wherever possible and practical, appropriate employees should be offered a transfer to other positions within the enterprise and also offered the necessary and reasonable training to effect a successful transition.

Where an employee is transferred to other duties for the purpose of avoiding retrenchment and those duties attract a lesser rate of pay than the incumbents previous position, the Local Government will make up the difference between the two rates of pay for the period of twelve months (or 2 years in the case of employees covered by clause 6 below). After this time, the lesser rate will apply.

### **Severance Benefits**

Where a position has been made redundant and a suitable transfer has not been possible, an employee may be retrenched on the following basics:

- a) A maximum period of notice possible but in any event no less than 4 weeks or payment in lieu of notice to a maximum of 4 weeks;
- b) Payment of 2 weeks pay;
- c) Plus 2 weeks pay for each completed year of service with the local government;
- d) The maximum payable under (b) and (c) shall be 26 weeks pay provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date;
- e) Where an employee has been employed with the Local Government for a minimum of 5 years, pro rata long service leave shall be provided if the employee is not otherwise entitled to pro rata long service leave under the Local Government Long Service Leave Regulations;
- f) All other pro rata entitlements payable under the appropriate award or agreement to a terminating employee will be paid;
- g) During the notice period the employee shall be allowed reasonable time off from the job without loss of pay to attend employment interviews or other similar activities to assist the employee find employment.
- h) (Optional provisions for local governments in remote locations). Where the employee was originally engaged from a distant location, reasonable relocation assistance may be provided to the place of engagement or another place (at a cost no more than relocation to original point of hire). Relocation assistance will be at Council's discretion and considered according to circumstances;
- i) Where the circumstances of a retrenched employee are such that will be extremely difficult for that employee to find another job, Council may exercise its discretion to provided additional benefits to such employees. In this event, details of the total redundancy package for such an employee shall be published in accordance with section 5.50(2) of the Local Government Act.
- j) The terms "weeks pay" means the normal weekly salary or wage payable to the employee including any penalty rates normally paid but excluding overtime or intermitted payments. The term also includes salary or wages specifically sacrificed for additional non-award benefits but does not include the value of any non-award benefits but does not include the value of any non-award benefit normally provided for the employee's position (such as a vehicle in the case of a senior position, the normal superannuation contribution provided to all employees etc).

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### **Local Government Boundary Change Amalgamations and Break-ups**

- a) Where a restructuring of Local Government boundaries (such as a break up of a Local Government or an amalgamation of Local Governments) results in a surplus of employees. Schedule 2.1 clause 11(4) of the Local Government Act provides for two years guaranteed employment except where employer and employee are able to agree to a mutually acceptable severance package.
- b) Clauses 3 and 4 above will apply. If a transfer is arranged, the “no reduction” provision in clause 4(b) will apply for two years.
- c) Where a transfer is not possible, retrenchment will be offered on the basis of clause 5 above. Additional benefits may be offered in accordance with clause 5(i) in an endeavour to reach a mutually acceptable severance package.
- d) If agreement on a severance package is not possible, the employee will be offered work for two years on conditions no less favourable than the existing contract of employment.
- e) At any time during the two years additional employment the Local Government and employee may re-open negotiations in an endeavour to reach agreement on a mutually acceptable severance package.
- f) Where an employee remains in employment for two years pursuant to schedule 2.1 of the Local Government Act and is then made redundant, there will be no entitlement to the redundancy benefits provided in clause 5. Redundancy benefits in accordance with the appropriate award will still apply.

### **Counselling**

Counselling by a professional counselling service shall be available for any employee who has been or is to be retrenched. In appropriate circumstances an outplacement service may also be offered. In this event no payment in lieu of such service will be made.

### **Termination During Notice**

An employee who has been given notice of retrenchment in accordance with clause 5 may terminate during the period of notice and shall be entitled to the same benefits and payments as if he/she had remained until the expiry of the notice. Provided that in such circumstances, the employee shall not be entitled to payments in lieu of notice.

### **Alternative Work**

Should the Local Government have made suitable arrangement for alternative employment and the employee is not consequently unduly prejudiced, the additional benefits over and above the appropriate award arising from this Policy shall not apply. In addition the Local Government may make application to the Commission to have the award severance pay prescription varied in the case of such an employee according to the particular circumstances.

### **Exclusions**

- a) Benefits provided under this Policy which go beyond the appropriate award shall not apply where employment is terminated as a consequence of conduct that justifies Instant dismissal, including malingering, inefficiency or neglect of duty.
- b) This Policy does not apply in the case of casual or temporary employees who were engaged for a specific time period or for a specific reason or specific task, project or program.
- c) This Policy does not apply to an employee engaged on a fixed term contract where the term of the contract expires.

– End of Schedule

**Shire of Yalgoo Council Policy Manual March 2020****11.8 Offer of Employment – Included in HR Manual**

## Introduction

## Objective

History	Adopted	18 August 1999
	Former Policy	3.13
	Amended / confirmed	21 August 2008

**Policy Statement**

1. All letters offering employment shall be signed by the Chief Executive Officer, or the CEO's authorised delegate.
2. All letters offering employment will contain the following details (as and if appropriate to the position):
  - a) The details of any probationary period
  - b) The name of the position
  - c) That the position has been designated "senior" pursuant to s.5.37 of the Act
  - d) The pay rate and hours of work (and salary review provisions)
  - e) A statement as to whether overtime will be paid
  - f) A statement that Council reserves the right to reduce overtime where circumstances warrant
  - g) A statement as to whether Rostered Days Off apply to the position and, if so, the conditions pertaining thereto
  - h) A statement as to any regular allowances that will be paid
  - i) A statement as to award coverage (or workplace agreement coverage)
  - j) A statement concerning travelling and camping
  - k) A statement concerning superannuation
  - l) A statement concerning housing, including the need to enter a written tenancy agreement, the rent payable, the right of council to review rents, the bond payable, and how the bond instalments will be deducted from pay
  - m) A statement of subsidies to be paid
  - n) A detailed statement as to leave, including a statement as to leave entitlement, whether or not leave loading applies (and the rate), a statement that annual leave must be taken at a mutually agreed time, and a statement of obligation to notify as soon as possible concerning unexpected absences.
  - o) A statement concerning relocation expenses
  - p) A statement that a medical examination will be required
  - q) Proposed commencement date
  - r) Any other matter the CEO considers relevant
3. All letters of offices of employment shall have enclosed with them:
  - a) Copy of the current Shire of Yalgoo Code of Conduct
  - b) A copy of the Occupational Health and Safety Policy and Rules
  - c) A copy of the relevant entry in the Delegations Register (where applicable)
  - d) Any other applicable information, such as – Use of Information Technology, Confidential Information etc.
4. All letters of offer of employment shall require the addressee to respond by signing and returning an acceptance that the offeree:
  - a) acknowledges and accepts the conditions of employment set out in the letter

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- b) acknowledges and agrees to abide by the Code of Conduct
- c) acknowledges and agrees to abide by the Safety Policy and Rules
- d) (where applicable) acknowledges and agrees to act within the delegated authorities of the position

*– End of Policy*

**COMMENT**

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Included in HR manual under recruitment and selection policy

**Shire of Yalgoo Council Policy Manual March 2020****11.9 Gratuitous Payments to Employees**

Introduction	<b>Amendments to this Policy must be advertised and submissions considered in accordance with the Local Government Act, prior to being confirmed.</b>	
	Policy 11.7– Severance and Redundancy Pay only goes so far as to set out circumstances whereby payments may be made for severance and redundancy. This additional policy addresses the situation of gratuitous payments to departing employees who have provided satisfactory service.	
Objective	To show appreciation to valued employees, who are leaving the Shire’s employ and to comply with section 5.50 (1) of the Local Government Act 1995.	
History	Adopted	19 July 2007 and advertised
	Former Policy	3.16A
	Amended / confirmed	21 August 2008

**Policy Statement**

- That for the purpose of section 5.50 (1) of the Act, and on the recommendation of the CEO, the following approximate amounts be spent on a presentation gift to employees who retire or resign after a period of satisfactory service –
 

5 – 10 years \$200	15 – 20 years \$600
10 – 15 years \$400	20 years plus \$1,000
- The CEO may at his/her discretion make a presentation gift where an employee leaves prior to 5 years service, at a value not exceeding \$25 for each year of service.
- The Council reserves the right to pay an additional amount to that set out in this policy, where it considers circumstances warrant, in which event local public notice will be given.

*– End of Policy***COMMENT**

**Shire of Yalgoo Council Policy Manual March 2020****11.10 Gifts to Employees by Third Parties**

Introduction	Various aspects relating to the declaration and receipt of gifts is covered by –	
	<ul style="list-style-type: none"> <li>- Local Government Act s.5.82</li> <li>- Administration Regulations 25 and</li> <li>- Rules of Conduct Regulations 12</li> </ul>	
Objective	To clarify Council's expectations relating to receiving, notification and declaration of gifts by employees	
History	Adopted	21 August 2008

**Policy Statement**

Insofar as is practicable –

- Local Government Act s.5.82
- Administration Regulations 25 and
- Rules of Conduct Regulations 12

are extended so as to apply to –

- o designated officers as per Policy 11.1,
- o employees either exercising a purchasing function, as per Policy 7.1, or making recommendations regarding purchasing to those employees.

– End of Policy

**COMMENT**

Local Government Act s.5.82 –

- (1) – details of the gift to be disclosed in annual return
- (2) – exclusions from disclosure: if the cumulative total of gifts does not exceed the prescribed amount, or the gift/s is from a relative
- (3) – value of the gift is the value at the time the gift was made
- (4) – definition of “gift”

Administration Reg.25 –

- this regulation deals with the declaration of gifts in annual returns – not notification of gifts to CEO, nor whether or not a gift may or may not be received
- requires that a “relevant person” (elected member or designated employee – refer LG Act s.5.74) must declare any gift over \$200 in an Annual Return
  - o declaration is not limited by the qualifications of Rules of Conduct Regs 12 (2) and (3) – it applies to all gifts
  - o designated employees are the CEO and those as determined by Council. They are required to complete primary and annual returns, and are usually those who prepare reports and recommendations for Council decision,
  - o some employees may prepare reports, exercise a purchasing function, or have effective control of purchasing for a particular area, but not be designated employees

Rules of Conduct Reg.12 –

- this regulation applies to “council members” (i.e. elected members) not employees
- r.12 (2) – over \$300 is prohibited, if from someone who now or in the future, may seek a discretionary decision of Council.
- r.12 (3) – a gift between \$50 and \$300 is notifiable, if from someone who now or in the future, may seek a discretionary decision of Council.

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- corollary of (2) and (3) – if the person giving the gift does not, has not, and is never likely to approach Council for a decision, and is not subject to any Shire authority, the gift does not need to be declared, and is not subject to any limits.
  - o **Extreme care** needs to be taken with this corollary, as it would be reasonable to expect that almost every person giving a gift would be likely to have some commercial or regulatory contact with Council at some point that may require a decision to be made.

A gift is not a single occurrence and multiple gifts do not have to be of similar character – it is the total gifts received from a single source within a period of 6 months.

- a gift of \$30 is considered token and does not have to be declared, but if 2 gifts of \$30 in a six-month period are received from the same source, both must be declared.
- the ultimate source of a gift must be considered. A company may have several different business names but be essentially the same entity. The Regulations must not be evaded by declaring different donors when, to all intents and purposes, it is the same person/company.

### 11.11 Emergency Services – Call Outs During Work Hours

Introduction	Many staff are involved in either the Volunteer Fire Brigade or St John's Ambulance Sub-Centre, and can be called out to attend an emergency during or after work hours.	
Objective	This Policy is intended to ensure that employees are not penalised for volunteering for emergency services.	
History	Adopted	26 November 2009

#### Policy Statement

1. Employees who are required to respond to an emergency service call is to be paid for the duration of the call out that overlaps with usual work hours, as though they are at work, so as not to penalise them for their contribution as a volunteer to the community.
2. Where the employee was called out on a weekend or overnight, the principles of the Awards requiring a minimum time off of 10 Hours is to apply.
 

*Example – if after a callout, the employee does not get back to town until 2.00am, they are not expected to commence work until midday, thus giving them a break of 10 hours. As the works crew commences work at 6.30 am, the time between 6.30am and midday would be paid as though worked. This principle also complies with Council's Fitness for Work Policy.*
3. In the case of Volunteer Bush Fire Brigade members, as the organisation is the responsibility of the Shire, payment will be continued for the hours "worked" for duration of the emergency, unless the CEO considers it necessary to withdraw or stand-down employees from the emergency duty for whatever reason.
4. In the case of St Johns Ambulance volunteers, as the organisation is not the responsibility of the Shire, the payment will be limited to those hours which would normally have been worked.
5. Where employees may be called out for other purposes (e.g land search, flood evacuation etc), the CEO is to decide whether the principles of (3) or (4) above, are to apply.
6. Should the CEO withdraw or stand-down employees, this does not prevent the person continuing as an unpaid volunteer in their private capacity.

– End of Policy

#### COMMENT

*20 February 2014: cross check against DFES policies for fatigue management*

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# 12. PLANT and EQUIPMENT

## 12.1 Private use of Council Vehicles – REVISED POLICY

### Introduction

**Objective** To establish parameters for private use of all vehicles purchased, leased or hired by Council. This includes conditions of use for private use.

<b>History</b>	Adopted	20 July 1988
	Amended	8 October 1997
	Amended	28 April 2019
	Former Policy	8.1
	Amended / confirmed	21 August 2008

### Policy Statement

The primary use of Council vehicles is for the purpose of providing works, services and facilities to the community to achieve corporate and program objectives. Any other use is classified as secondary use for these vehicles.

#### Supply of Vehicles for Private Use – Senior Staff

Council will provide vehicles for private use to various senior employees. The positions held by employees to whom this refers to are:

- Chief Executive Officer
- Senior Officers as required or appropriate

The type of vehicle supplied for private use will be determined by Council or the Chief Executive Officer., in relation to Executive Officers.

The private use of vehicles for the above-mentioned applies as part of a salary package/contract which has been approved by Council as part of that package.

#### Supply of Vehicles for Private Use – Other Staff

No private use of any vehicle by all other staff may be approved without the express approval of the Chief Executive Officer, prior to any use.

#### General Conditions of Use

- Where an employee is provided with private use, he/she will ensure the adequate security of the vehicle whilst in private use and carry out regular routine maintenance and cleaning to ensure the vehicle is kept in a safe and clean condition, to agreed standards.
- The motor vehicle shall be available for business during normal working hours, except whilst the employee is absent on leave (apart from the CEO's).
- The vehicle may be used by any member of staff at the discretion of the Chief Executive Officer.
- Council prohibits any member or employee of Council, from smoking in any Council vehicle at any time.

#### Other Conditions of Use



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a) Unrestricted private use of the vehicle shall be limited to the participating employee and his/her partner. Members of the employee's immediate family who have a current driver's license, may also drive the vehicle, however under no circumstances shall they to use the vehicle for their own private use.

b) In the event of a Council officer having their license suspended, the officer is forbidden to drive any Council vehicle.

c) Vehicles are not to be used for rally or endurance racing.

**Vehicle Replacement**

The replacement of passenger vehicles is to be carried out to provide the most cost-effective return to Council, within budget, as determined by the Chief Executive Officer.

– End of Policy

**12.2 Community Bus****Introduction****Objective**

History	Adopted	17 February 1999
	Amended	16 August 2001
	Former Policy	10.8
	Amended / confirmed	21 August 2008

**Policy Statement**

The following Policy Schedule 12.2 – Community Bus Conditions of Use is adopted and forms part of this Statement.

– End of Policy

**COMMENT****Policy Schedule 12.2 – Community Bus Conditions of Hire**

- Applications for use are to be in writing on forms available from the Shire Office, Lot 173 Gibbons Street, Yalgoo.
- Each application is treated on its own merits and authority to approve or refuse rests with the Chief Executive Officer.
- Groups wishing to make permanent bookings may do so only for one calendar year in advance. The applications are then processed according to individual merit having regard to the financial and social needs of the group.
- Only nominated authorised drivers may operate the bus. Authorised drivers must be nominated at the time of booking the bus. If it is proposed to travel more than 500kms in a single day, at least two authorised drivers must be nominated.
- To be authorised as a driver, a person must –
  - Hold and produce a valid driver's licence of an appropriate class (i.e. minimum Class LR).
  - Undertake a satisfactory familiarisation session in the operation of the vehicle, under the supervision of a senior officer of the Council.
  - Have a good driving record, and be seen to be a responsible driver within the community of Yalgoo.
- Approved groups may apply for permission to use their own authorised driver. Organisations wishing to provide their own drivers must provide identification details and proof of licence. All drivers may be required to pass a test run to the satisfaction of a nominated Council representative, if not known to the Shire.

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7. All groups using the vehicle shall be required to complete the appropriate forms and abide by the terms and conditions of use.
8. Users shall pay in advance the daily hire fee for use of the bus. The daily charge will be as adopted by the Council from time to time in its Schedule of Fees and Charges.
9. Users shall also pay in advance a security deposit as adopted by the Council from time to time in its Schedule of Fees and Charges. This deposit will be refunded in full only if the bus, on return, is clean, undamaged, and fully refuelled.
10. User groups shall be responsible for any costs incurred for damage to the vehicle while the vehicle is in their care. The cost of any damage (including any insurance excess), will be deducted from the security deposit. In the event that the security deposit is insufficient to meet the costs of damage, the hirer is liable for the value of any damage in excess of the security deposit.
11. Users are to be responsible for cleaning the bus and returning it to the Council in the same condition as they found it. Failure to do so will incur a cleaning cost which will be deducted from the security deposit.
12. The bus will be full of fuel at the commencement of every hiring. It is to be fully refuelled prior to its return at the end of the hiring. Failure to return the bus full of fuel will result in the value of any fuel deficiency being deducted from the security deposit.
13. The vehicle is to be returned on the nominated day and time. Additional fees may be charged for late return of the vehicle. Such additional fees may be deducted from the security deposit.
14. Nothing in these conditions is to be construed as relieving users of any liability in the event that the security deposit is insufficient to cover any or all of additional hire fees, charges for fuel, cleaning charges and charges in respect of damage.
15. Passenger numbers shall not exceed authorised seating. Where seat belts are provided, they are to be worn by occupants.
16. Availability of the vehicle shall be subject to collection/return at times advised by the Booking Officer of the Council.
17. The Vehicle is to be returned in a clean and tidy condition, with any vehicle difficulties to be reported immediately.
18. The vehicle may only be driven on sealed public roads unless specific permission is given to the contrary. Permission may be granted to use the bus on public unsealed roads if there is no practical sealed route to the hirer's destination. Under no circumstances is the vehicle to be used off public roads (except for designated parking areas).
19. Users of the vehicle shall always obey traffic laws. The Shire of Yalgoo is not responsible for penalties or fines levied on vehicle users under any circumstances.
20. Any accidents shall be immediately reported to the Chief Executive Officer or his nominee and the appropriate form is to be completed and forwarded to the Chief Executive Officer.
21. Drivers are required to complete checklist card prior to operating the vehicle and complete the Log form after each use of the vehicle.
22. The vehicle and keys shall be picked up and returned to the location designated at the time of booking and within the specified time.
23. Fares shall not be sought by user groups from their passengers.
24. Donations may be invited of user groups and/or passengers.
25. The vehicle may only be used for the purpose stated on the application form.
26. Smoking and consumption of food and drinks on the bus is strictly prohibited.

*– End of Schedule*

## 12.3 Plant Replacement Cycles

### Introduction

**Objective** This Policy is intended to provide guidance as to the timing of changeover of plant and equipment

**History** Adopted 26 November 2009

### Policy Statement

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1. The following Policy Schedule 12.4 – Plant Replacement Cycles is adopted, and forms part of this Statement.
2. The cycles are intended as a guide and are subject to annual review and decision by Council, during the Budget process.

*– End of Policy*

### COMMENT

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## Policy Schedule 12.3 – Plant Replacement Cycles

Description	Recommended cycle earlier of -	Recommended by	Comments
<b>ROAD PLANT and TRAILERS</b>			
Grader	7 Yrs / 10,000hrs	GTS	
Wheel loader	7 Yrs / 10,000hrs	GTS	
Track loader	6 Yrs / 10,000hrs	GTS	
SP Vibrator Roller	6 Yrs / 4,000hrs	GTS	
SP Multi tyre Roller	6 Yrs / 4,000hrs	GTS	
Towed M/T roller	20+ yrs	CEO	
<b>TRUCKS and TRAILERS</b>			
Prime mover	6 years / 300,000km	GTS	
Side Tipper	12-15 yrs	CEO	
Drop deck semi trailer float	8-10 yrs	CEO	
Tri-axle water tanker	12-15 yrs	CEO	
Tandem Dolly	6-7 yrs	CEO	
Service Truck – crew cab	4 Years / 80,000 km	GTS	
Town truck – standard cab	5 Years / 150,000 km	GTS	
<b>FIRE VEHICLES</b>			
Light Tanker	4 Years / 80,000 km	GTS	Subject to FESA
Heavy tanker 3.4	4 Years / 80,000 km	GTS	Subject to FESA
<b>OTHER PLANT</b>			
Backhoe	7 Years / 8,000 hrs	GTS	
Forklift	10 yrs	CEO	
Ride on mower – front deck	5-7 yrs	CEO	
Ride on mower – mid mount	2 yrs	CEO	
Bitumen Sprayer	15-16 yrs	CEO	
<b>TRAILERS</b>			
Box trailers	8-10 yrs	CEO	
Car Trailer	8-10 yrs	CEO	
Fuel Trailer	8-10 yrs	CEO	
<b>LIGHT VEHICLES</b>			
CEO Car	1 yr / 40,000km	CEO	GTS recommend 6 months / 40,000 km
CDO Vehicle	2 Years / 80,000km	GTS	
Dual Cab Work Ute	1 yr / 50,000km	CEO	GTS recommend 2 Years / 80,000km
Gardeners Ute	2 Years / 40,000km	GTS	GTS recommend 2 Years / 80,000km
Community Bus	8 Years / 130,000km	GTS	10 years under funding contract

GTS – indicates recommendation by Greenfields Technical Services 10 September 2009, after contacting representative dealers for the type of vehicle described.

– End of Schedule

## Shire of Yalgoo Council Policy Manual March 2020

**13. WORKS and SERVICES****13.1 Extraction of Gravel and Other Materials**

History	Adopted	17 October 2002
	Former Policy	6.9
	Amended / confirmed	21 August 2008

**Policy Statement**

1. That the Shire approach Department of Environment for permits to clear vegetation as applicable.
2. That, where the Shire intends to extract gravel or other materials from land over which a pastoral lease or some sort of mineral tenement exists, the Shire should liaise with the person or persons holding the other rights over the land in order to maintain good relations and to cause minimum disruption to the operations of the person or persons holding those rights.
3. Where the Shire opens up a gravel pit, it will budget for and carry out the rehabilitation of the pit at the conclusion of extraction operations.
4. In relation to subparagraph (2) above, where further use of gravel or other material has not been identified and scheduled, the extraction operations shall be deemed to have concluded and the pit should be promptly rehabilitated."

**13.2 Airstrip Grades**

History	Adopted	19 November 1997
	Deleted	17 December 1997
	Former Policy	10.6
	Amended / confirmed	27 May 2016

**Policy Statement**

1. All private homestead airstrips within the Shire of Yalgoo receive one free grade annually provided that the work is carried out at a time when the council graders are working within the area.
2. Only one airstrip for each holding, individual station or collective, is eligible for grading.
3. The CEO is to compile a list attached to this policy, and amend the details as advised from time to time.
4. That airstrips located on privately run stations be graded once per calendar year, when the Shire of Yalgoo work teams are in the area.
5. DPAW/Government owned/managed stations are to be graded as "private works" at the current charge rate if requested.

A register of the airstrips to be graded (as a Listing to this Policy) to be developed.

Station	Advised	Located	RFDS?
Burnerbinmah	04.07.08	Near homestead	n/s
Jingemarra	30.06.08	Near homestead	Possibly
Warriedar	02.07.08	Near homestead	n/s
Carlaminda or Noongal (TBC)	11.07.08	Carlaminda – near shearing shed Noongal – near homestead	No – need to be longer
Thundelarra	22.07.08	Western side of homestead	n/s
Gabyon / Pindathuna	Phone	Pindathuna	
Ninghan	11.09.08		
Wagga Wagga		PHONE FIRST	

NOT TO BE GRADED Edah 20.09.08 Advised by Leith Peskett

**Shire of Yalgoo Council Policy Manual March 2020****13.3 Road Asset Management Priorities**

Introduction	The purpose of this policy is to clarify the level of maintenance and attention that is to be given to roads under the Shire's responsibility.	
Objective	This Policy is intended to provide guidance as to – <ul style="list-style-type: none"> <li>- the level of importance of each road, to assist with planning of future construction and general maintenance of the road system</li> <li>- the frequency and level of maintenance for each road</li> <li>- priority of works</li> </ul>	
History	Adopted	18 June 2009

**Policy Statement**

1. The following Schedules are adopted, and form part of this Statement –
  - Policy Schedule 13.3 (a) – Main Roads WA Road Listing
  - Policy Schedule 13.3 (b) – Road Use and Priority Listing
  - Policy Schedule 13.3 (c) – Road Use and Priority Codes
  - Policy Schedule 13.3 (d) – Main Roads Cross Section Types
2. The general order in which works should be undertaken are –
  - 1<sup>st</sup> urgent works where road conditions are unsafe, or could be considered to be unsafe
  - 2<sup>nd</sup> flood / storm damaged roads brought to an adequate standard (i.e. fit for use as defined by MRWA), but not necessarily being up to the desired standard
  - 3<sup>rd</sup> construction works funded wholly or in part by grants or contributions
  - 4<sup>th</sup> construction works required prior to grant works being done
  - 5<sup>th</sup> general maintenance
3. Generally, the higher priority road, as defined by Policy Schedule 13.3 (b) should take precedence over lower priority roads.
4. The Frequency and Priority assigned to the roads in Policy Schedule 13.3 (b) are guides, not fixed requirements, and vary according to conditions and need.
5. It is acknowledged that –
  - the Shire has a responsibility to maintain all roads in the Shire that are open to public use, not just the main access routes
  - conditions can vary over the whole of the Shire, and roads may need to remain or be left in a rough but safe condition, in order to attend to higher priority works needed elsewhere
  - simply being rough is not sufficient reason to incur the extra costs in relocating the works crew from one road to another, out of the cycle of the planned work
  - flood / storm damage, additional tied funding for works etc, will interfere with the general cycle of maintenance grading, and will necessarily delay general maintenance works

*– End of Policy***COMMENT**

## Shire of Yalgoo Council Policy Manual March 2020

## Policy Schedule 13.3 (a) – MRWA Road Listing

Source – Main Roads WA (February 2006)

Road No	Road Name	Length (km)	Start Terminus	End Terminus
1	Gibbons St	0.68	M15	Henty St No.5
2	Shamrock Rd	0.27	Henty St No.5	Yalgoo Town Boundary
3	Campbell St	0.46	M15	Queen St
4	Weeks St	0.12	Gibbons St	Campbell St
5	Henty St	0.50	Gibbons St No.1	Dead End
6	Stanley St	0.30	King St No.65	Res 29476 East Corner
7	Queen St	0.13	Gibbons St No.1	Campbell St No.3
8	Yalgoo - Ninghan Rd	137.35	H050	H6
9	Yalgoo North Rd	109.40	Yalgoo North T/S Boundary	Meka-Mt Wittenoom Rd No.46
10	Gabyon - Tardie Rd	76.30	M15	Shire Boundary (Murchison)
11	Mellenbye - Kadji Rd	7.03	Yalgoo-Morawa Rd S78	Shire Boundary (Morawa)
12	Paynes Find - Sandstone Rd	7.60	H6	Shire Boundary (Sandstone)
13	Dalgaranga – Cue	18.00	Dalgaranga-Cue Rd	Shire Boundary (Cue)
14	Old Warriedar Rd	16.30	Paynes Find-Yalgoo Rd 8	New Warriedar Rd 69
15	Warriedar - Perenjori Rd	5.40	Warriedar Rd No.69	Shire Boundary (Perenjori)
16	Burnerbinmah - Nalbarra Rd	50.63	Paynes Find-Yalgoo Rd No.8	Shire Boundary (Mt Magnet)
17	Paynes Find - Wagga Wagga Rd	44.00	M15	Paynes Find-Yalgoo Rd No.8
18	Dalgaranga Rd	53.70	Yalgoo North Rd	Dalgaranga -Cue Rd No.13-Rd51
19	Barnong - Wurarga	23.70	Gabyon Tardie Rd No.10	Yalgoo Morawa Rd S78
20	Meka - Noondie Rd	17.59	Junction Rd 9-Meka Stn	Shire Boundary (Murchison)
21	Barnong Rd	9.20	Yalgoo-Morawa Rd S78	Barnong-Wurarga Rd No.19
22	Gabyon - Pindathuna Rd	50.00	Yalgoo North Rd No.9	Gabyon-Tardie Rd No.10
23	Bunnawarra Rd	11.60	Yalgoo-Morawa Rd S78	Bunnawarra Station
25	Maranalgo Rd	47.90	H6	Shire Boundary (Mt Marshall)
26	Ninghan Rd	11.40	H6 (East)	H6 (West)
27	Mt Gibson	28.00	H6	Mt Gibson Station
28	Woogalong Rd	14.79	Yalgoo North Rd No.9	Out Camp
29	Noongal Rd	10.00	Yalgoo North Rd No.9	Noongal Station
30	Warriedar Copper Mine	4.17	New Warriedar Rd No 69	Copper Mine
31	Badja Rd	12.70	Paynes Find-Yalgoo Rd No.8	Badja Station Homestead
32	Badja Woolshed	20.90	M15	Badja Woolshed
33	Jingemarra - Murgoo Rd	3.20	Yalgoo North Rd No.9	Shire Boundary (Murchison)
35	Pindabunna Rd	16.49	Se Boundary With Sandstone	Road No 25
36	Goodingnow Rd	12.87	H6	Station Outcamp
37	Narndee West Rd	24.40	H6	Shire Boundary (Sandstone)
39	Edah Rd	4.83	M15	Edah Station
40	Carlaminda Woolshed	6.50	M015 Geraldton-Mt Magnet Rd	Woolshed
41	Narloo - Yuin	14.23	Gabyon Tardie Rd No.10	Narloo-Tardie Rd No.42
42	Narloo - Tardie Rd	16.80	Narloo Yuin Rd No.41	Gabyon-Tardie Rd No.10
43	Tardie - Woogalong Rd	33.45	Narloo Tardie Road No 42	Old Out Camp
44	Melangata	21.40	Yalgoo North Rd No.9	Dalgaranga Rd No.18
45	Burnerbinmah Rd	4.50	Burnerbinmah-Nalbarra Rd No.16	Burnerbinmah-Nalbarra Rd No.16

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Road No	Road Name	Length (km)	Start Terminus	End Terminus
46	Meka - Mt Wittenoom	8.85	Yalgoo North Rd No.9	Shire Boundary Murchison
47	Oudabunna Access Rd	3.20	H6 Great Northern Hwy	Oudabunna Station
48	Thundelarra Rd	3.27	Paynes Find-Yalgoo Rd No.8	Paynes Find-Yalgoo Rd No.8
51	Dalgaranga - Mt Magnet Rd	28.50	Dalgaranga Rd No.18	Shire Boundary
52	Dalgaranga - Meteorite Rd	23.20	Dalgaranga-Cue Rd No.13	Dalgaranga-Mt Magnet Rd No.51
53	Uanna Hill Rd	11.00	Dalgaranga Meteorite Rd South	Dalgaranga Meteorite Rd North
54	Golden Grove Nth Acc Rd (P)	3.50	Paynes Find-Yalgoo Rd No.8	Scuddles Rd No 73 (P)
56	Joker Mine Rd	1.80	Paynes Find-Yalgoo Rd No.8	Joker Mine
57	Warriedar Access Rd	2.60	Warriedar-Perenjori Rd No.15	Warriedar Station Homestead
58	Paynes Find Battery Rd	4.20	Paynes Find Town Rd No 75	Battery
59	Gnows Nest Rd	1.40	Paynes Find-Yalgoo Rd No.8	Minesite
60	Melville Mines Rd	3.50	Yalgoo North Rd No 9	Mine
61	Fields Find Rd	2.00	Paynes Find Yalgoo Rd No 8	Mine
64	Milligan St	0.30	Gibbons St No.1	Townsite Boundary
65	King St	0.23	Queen St No.7	Stanley St No.6
66	Wanarra East Rd	5.20	H6	Shire Boundary (Perenjori)
67	Paynes Find - Yalgoo Deviation	2.50	Paynes Find-Yalgoo Rd	Badja Woolshed Rd
68	Selwyn St	0.21	Gibbons St No.1	King St No.65
71	Mouroubra Rd	5.40	Paynes Find-Marshall Rd No.25	Paynes Find-Marshall Rd No.25
72	Mellenbye Station Access Rd	3.40	Yalgoo-Morawa Rd S78	Mellenbye Station H/Stead
73	Scuddles Rd	5.68	Scuddles Mine	Golden Grove Townsite
74	Old Paynes Find Hwy Rd North	2.00	Paynes Find Town Rd No 75	No Through Rd
75	Paynes Find Town Rd	0.80	H6 North	H6 South
76	Morawa - Yalgoo Rd	82.95	Shire Boundary	Geraldton-Mt Magnet Rd
77	Paynes Find - Thundelarra Rd	86.40	Yalgoo-Ninghan Rd	H006

– End of Schedule



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## Policy Schedule 13.3 (b) – Road Use and Priority Listing

Road No.	Road Name	Start SLK	End SLK	Length (Km)	Cross Section	Frequency	Loading	PRIORITY
1	Gibbons St	0	0.68	0.68	6	T	H	4
2	Shamrock Rd	0	0.14	0.14	6	T	H	3
		0.14	0.27	0.13	4	T	M	3
3	Campbell St	0	0.46	0.46	4	D	L	3
4	Weeks St	0	0.12	0.12	4	D	L	1
5	Henty St	0	0.50	0.50	4	D	L	2
6	Stanley St	0	0.30	0.30	5	D	L	2
7	Queen St	0	0.13	0.13	4	D	L	2
8	Yalgoo - Ninghan Rd	0.00	55.00	55.00	6	C	RT	4
		55.00	80.00	25.00	6	C	RT	4
		80.00	137.35	57.35	2	C	RT	4
9	Yalgoo North Rd	0	109.40	109.40	2	T	M	3
10	Gabyon Tardie Rd	0	76.57	76.30	2	T	L	1
11	Mellenbye - Kadji Rd	0	7.03	7.03	1	S	L	1
12	Paynes Find - Sandstone Rd	0	7.60	7.60	3	C	RT	4
13	Dalgaranga - Cue	0	18.00	18.00	2	T	L	2
14	Old Warriedar Rd	0	16.30	16.30	1	S	L	1
15	Warriedar - Perenjori Rd	0	5.40	5.40	2	S	L	1
16	Burnerbinmah - Nalbarra Rd	0	50.63	50.63	2	S	L	1
17	Paynes Find - Wagga Wagga Rd	0	44.00	44.00	1	S	L	1
18	Dalgaranga Rd	0	53.70	53.70	2	S	L	2
19	Barnong - Wurarga	0	23.70	23.70	1	S	L	1
20	Meka - Noondie Rd	0	17.59	17.59	1	S	L	1
21	Barnong Rd	0	9.20	9.20	1	S	L	1
22	Gabyon - Pindathuna Rd	0	50.00	50.00	1	S	L	1
23	Bunnawarra Rd	0	11.60	11.60	1	S	L	1
25	Maranalgo Rd	0	17	17	1	T	M	3
		17	22	22	0	U	U	0
		22	47.90	25.90	1	T	M	3
26	Ninghan Rd	0	11.40	11.40	1	S	L	1
27	Mt Gibson	0	28.00	28.00	1	S	L	1
28	Woogalong Rd	0	14.79	14.79	1	S	L	1
29	Noongal Rd	0	10.00	10.00	1	S	L	1
30	Warriedar Copper Mine	0	4.17	4.17	0	U	L	0
31	Badja Rd	0	12.70	12.70	1	S	L	1
32	Badja Woolshed	0	20.90	20.90	1	S	L	1
33	Jingemarra - Murgoo Rd	0	3.20	3.20	0	U	U	0
35	Pindabunna Rd	0	16.49	16.49	0	U	U	0
36	Goodingnow Rd	0	12.87	12.87	1	S	L	1
37	Narndee West Rd	0	24.40	24.40	1	S	M	2
39	Edah Rd	0	4.83	4.83	1	S	L	1
40	Carlaminda Woolshed	0	6.50	6.50	1	S	L	1

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41	Narloo - Yuin	0	14.23	14.23	1	S	L	<b>1</b>
42	Narloo - Tardie Rd	0	7	7	0	U	U	<b>0</b>
		7	16.80	9.80	1	S	L	<b>1</b>
43	Tardie - Woogalong R	0	33.45	33.45	0	U	U	<b>0</b>
44	Melangata	0	21.40	21.40	1	S	L	<b>1</b>
								<b>1</b>
45	Burnerbinmah Rd	0	4.50	4.50	1	S	L	
<b>Road No.</b>	<b>Road Name</b>	<b>Start SLK</b>	<b>End SLK</b>	<b>Length (Km)</b>	<b>Cross Section</b>	<b>Frequency</b>	<b>Loading</b>	<b>PRIORITY</b>
46	Meka - Mt Wittenoom	0	8.85	8.85	2	T	M	<b>3</b>
47	Oudabunna Access Rd	0	3.20	3.20	1	S	L	<b>1</b>
48	Thundelarra Rd	0	3.27	3.27	1	S	L	<b>1</b>
51	Dalgaranga - Mt Magnet Rd	0	22	22.00	2	S	L	<b>2</b>
		22	28.50	6.50	3	S	L	<b>2</b>
52	Dalgaranga - Meteorite Rd	0	3	3.00	3	S	L	<b>2</b>
		3	20	17.00	0	S	L	<b>0</b>
		20	23.20	3.20	3	S	L	<b>2</b>
53	Uanna Hill Rd	0	11.00	11.00	3	S	L	<b>2</b>
54	Golden Grove Nth Acc Rd (P)	0	3.50	3.50	4	C	RT	<b>Mine?</b>
56	Joker Mine Rd	0	1.80	1.80	1	S	L	<b>1</b>
57	Warriedar Access Rd	0	2.60	2.60	1	S	L	<b>1</b>
58	Paynes Find Battery Rd	0	4.20	4.20	0	U	L	<b>0</b>
59	Gnows Nest Rd	0	1.40	1.40	0	U	U	<b>0</b>
60	Melville Mines Rd	0	3.50	3.50	1	S	L	<b>1</b>
61	Fields Find Rd	0	2.00	2.00	1	S	L	<b>1</b>
64	Milligan St	0	0.30	0.30	4	D	L	<b>1</b>
65	King St	0	0.23	0.23	4	D	L	<b>2</b>
66	Wanarra East Rd	0	5.20	5.20	1	S	L	<b>1</b>
67	Paynes Find - Yalgoo Deviation	0	2.50	2.50	Unknown			
68	Selwyn St	0	0.21	0.21	6	T	M	<b>3</b>
71	Mouroubra Rd	0	5.40	5.40	2	T	M	<b>3</b>
72	Mellenbye Station Access Rd	0	3.40	3.40	1	S	L	<b>1</b>
73	Scuddles Rd	0	5.68	5.68	4	C	RT	<b>Mine?</b>
74	Old Paynes Find Hwy Rd North	0	2.00	2.00	4	S	D	<b>1</b>
75	Paynes Find Town Rd	0	0.80	0.80	4	C	RT	<b>4</b>
76	Morawa - Yalgoo Rd	0	53	53	2	C	RT	<b>4</b>
		53	82.95	29.95	4	C	RT	<b>4</b>
77	Paynes Find - Thundelarra Rd	0	86.40	86.40	2	T	M	<b>3</b>
	<b>Town Streets</b>	<b>Estimated</b>						

– End of Schedule

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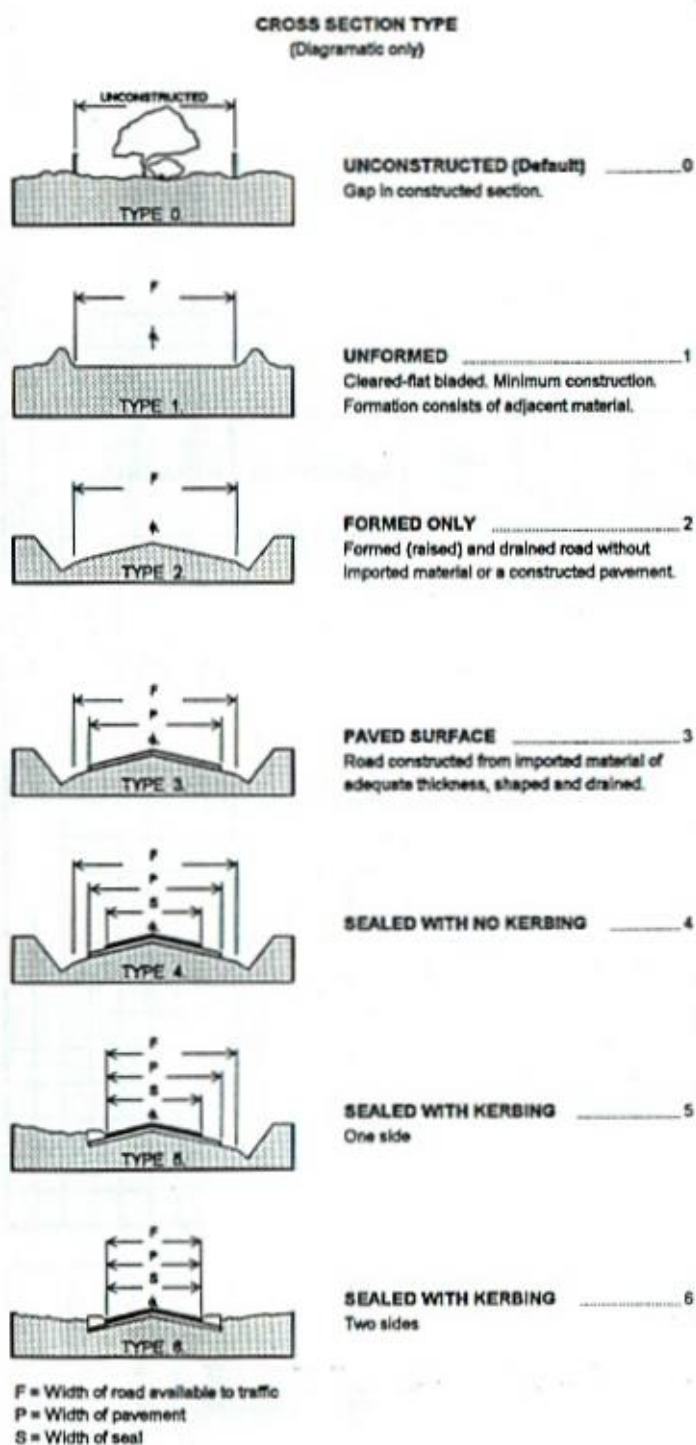
## Policy Schedule 13.3 (c) –Road Use and Priority Codes

CROSS SECTION – MRWA	
0	Unconstructed
1	Unformed
2	Formed
3	Paved (gravelled)
4	Sealed – not kerbed
5	Sealed – kerbed one side
6	Sealed – kerbed both sides
	<i>Where sealed – shoulders should be pulled up and compacted once a year– patching of potholes done twice a year</i>
FREQUENCY	
U	Unconstructed
S	Station traffic only
T	Through route – occasional heavy transport
D	Town – mainly domestic
C	Constant
LOADING	
U	None – unconstructed
L	Light – essentially cars and 4WD
M	Medium – rigid trucks not uncommon, occasional semi or road train
H	Heavy – frequent semi trailer, occasional road train
RT	Road Trains – regular users
PRIORITY – Number of times to be maintenance / grading each year	
0	None – unconstructed
1	Low – when needed
2	Normal
3	High
4	Peak

– End of Schedule

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## Policy Schedule 13.3 (d) – MRWA Cross Section Types



– End of Schedule

**Shire of Yalgoo Council Policy Manual March 2020****13.4 Assessment of CA07 Applications (Restricted Access Vehicles on Shire roads)**

Introduction	Main Roads WA issues road network use permits for RAV (restricted access vehicles). Where the road network includes Shire road/s, a local government can impose a condition, called a CA07 condition, for RAVs that requires the operator to carry written approval from the LG authority permitting use of the road.		
Objective	This policy is intended to provide guidance as to: <ul style="list-style-type: none"> <li>• Placement of CA07 condition for RAV access on Shire roads</li> <li>• The method of application</li> <li>• Which applications the CEO can determine, and which must be submitted to Council for determination.</li> </ul>		
History	Adopted	28 May 2013	(C2013-0506)
	Former Policy	Nil	
	Amended / confirmed		

**Policy Statement**

The Shire maintains its road network in accordance with Policy 13.3 Road Asset Management Priorities.

1. The CEO of the Shire is authorised to apply CA07 conditions on Shire roads where deemed necessary to manage RAV access in order to preserve the condition of the road and avert financial losses through heavy vehicle damage.
2. Where a CA07 condition exists, RAV operators must complete and lodge a written application on the Shire's CA07 application form and pay the CA07 processing fee. Operators must provide all information detailed on the form, and additional information where requested.
3. The CEO of the Shire of Yalgoo is authorised to determine the outcome of applications where the total tonnage is 50,000 per annum or less.
  - (i) Where the CEO declines an application, the applicant has the right to lodge a written appeal which will be presented to Council for consideration.
4. For applications exceeding 50,000 tonne per annum, the application must be submitted to Council for consideration and must contain a full proposal from the operator including, but not limited to:
  - Vehicle movements
  - Operational controls
  - Contribution to road maintenance
  - Capital investment
  - Asset replacement
  - Consultation with other stakeholders

**COMMENT**

Note that Council grants administrative or 'acting through' authority to the CEO under this policy. The authority cannot be made as a delegation under the Local Government Act, and adoption of the policy does not require an absolute majority of Council (confirmed 14/2/13 by email, Andrew Borrett, Senior Project Officer, Advice and Support, Department of Local Govt.).

**Shire of Yalgoo Council Policy Manual March 2020****13.5 Road Use (RAV Haulage) Agreements Policy**

Introduction	<p>The Shire of Yalgoo manages over 1,000 kilometres of local roads, of which the majority are gravel. As at May 2013 less than 200 kilometres of Shire roads are sealed, and most seal is only single lane.</p> <p>The Shire constructs, maintains and renews these road assets for low volume general traffic with funding from rates, local government financial assistance grants (FAGS), Main Roads through the regional roads group and federal funding through the Roads to Recovery program.</p> <p>Some of the roads on the Shire's network are classified under the Main Roads WA network for Restricted Access Vehicles (RAV).</p> <p>RAV traffic (ie: multi-trailer heavy vehicles) results in significantly increased cost to maintain the road asset, particularly if the road construction is not engineered to sustain such traffic. Wear and tear increases proportionally with the vehicle length, number of trailers, axle combinations and weight of the load carried.</p> <p>Requests from mines to haul on Shire roads have increased exponentially with multiple potential users in particular for the Yalgoo Ninghan Road.</p> <p>It is important that the Shire receives adequate compensation from these users to ensure that the Shire can fund construction, maintenance and renewal of its affected road assets.</p>		
Objective	<p>This policy establishes the common factors for Road Use (RAV Haulage) Agreements between the Shire and the road user to enable the Shire to process requests efficiently and consistently; and to secure funding from road users to construct, maintain and renew the Shire's affected road assets to an appropriate standard of safety and access.</p>		
Cross Reference 13.4	<p>This policy should be read in conjunction with 13.4 Assessment of CA07 Applications (Restricted Access Vehicles on Shire roads).</p>		
Type (Council or Operational)	<p>Council Strategic Policy</p>		
History	<p>Adopted</p>	<p>23 May 2013 by Council decision</p>	<p>C2013-0504</p>

**Policy Statement**

1. Council is committed to maintaining its road assets in accordance with the integrated long term financial and asset management plans and associated policies including 13.3 Road Asset Management Priorities.
2. In principle, Council maintains its road assets for general use, and does not have funding to construct or maintain road assets for heavy haulage by Restricted Access Vehicles (RAV).
3. Where road users apply to Council for a CA07 authority to operate Restricted Access Vehicles on roads in the Shire of Yalgoo that are classified under the Main Roads WA permit network, Council may require the user to enter into a Road Use (Restricted Access Vehicle Haulage) Agreement with the Shire.
4. The Agreement will be a legally binding contract in a standard format that will be developed and updated from time to time under professional advice from the Shire's engineers and lawyers.
  - Council approval is required if the applicant makes any material modification to the standard agreement.
5. Council will require the other party to the Agreement to bear all costs associated with the Agreement including but not limited to legal fees involved in entering into the agreement, and the cost of all professional and engineering advice.

**Shire of Yalgoo Council Policy Manual March 2020**

6. The Agreement will cover the following minimum provisions:
- Pework: road works that the user agrees to fund and complete before the haulage task commences, in order to prepare the road for the haulage task. The specification for such tasks will be established by the Shire in consultation with engineers and Main Roads as required.
  - Safety Management Plan: the user will be required to prepare and lodge a road safety risk assessment and management plan to the Shire for all of the route that is in the Shire (ie: this will include roads under control on Main Roads WA as well as Shire roads).
  - Bank Guarantee: the Agreement will stipulate lodgement by the user of a bank guarantee, in an amount that is equal to 50% of the estimated annual haulage task payment. The minimum bank guarantee will be \$200,000 and the maximum will be \$500,000 unless otherwise authorised by Council.
  - Rate: the user will pay to the Shire the amount of 1.26 cents per kilometre per tonne. This rate has been established as at May 2013 in consultation with WALGA using statistics and methodology aligned with Austroads. The rate will be reviewed annually through the Shire's annual fees & charges setting process, and the Agreement will provide for earlier review of the rate should the amount prove insufficient to maintain the road to an adequate standard.
  - Payment: the user will calculate and pay the amount to the Shire in advance at intervals of no less than quarterly. The first payment will be non refundable in its entirety.
  - Adjustments: the user will provide a report to the Shire after each year of haulage showing the total tonnes and kilometres, supported by documentary evidence (eg: reports to Main Roads, rail/port statistics), against which under/over adjustments will be made in the following invoice.
  - Community Benefit: Council and community believe in principle that mining activities should return a direct benefit to local communities. The Agreement will therefore state how the user will contribute to the Shire's community programs and/or community infrastructure for the long term benefit of residents of the Shire.
7. The Shire will expend no more than 70% of the funds received by users on construction and maintenance of the road, and will deposit a minimum of 30% in a reserve for the purpose of future renewal of the road asset.
8. Where relevant the Shire may convene, or request the user to convene, user group/s for the purpose of establishing forward works programs on the affected roads and to identify and address safety issues.
9. The costs of administering road use agreements will be apportioned to the cost of maintaining the road; and the Shire executive may elect to engage external professional services to administer the agreements.

– End of Policy

**COMMENT**

In 2013, Mark Bondietti (MSc Eng CPEng), Policy Manager Transport and Roads of WALGA initially calculated a rate of 1.26 cents per tonne per kilometre using tools developed by Austroads to assess the cost of wear and tear that RAV traffic will cause on rural/regional roads.

Mark subsequently advised that he had re-run the calculation and the amount should be 1.62 cents per kilometre.

Negotiations with mining companies had already commenced based on 1.26 cents. The method of calculation is untested therefore it is recommended that the Shire implements the inaugural Agreements at 1.26 cents which can be reviewed annually against actual costs.

**Shire of Yalgoo Council Policy Manual March 2020****UNCLASSIFIED****14.1 Acquisition and disposal of land**

Introduction

Objective

History

Adopted

21 August 2008

**Policy Statement**

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1. Although enquiries may be made prior in accordance with Council's interests and general direction, all proposals to purchase or sell land, even if disclosed in the Budget are to be referred to Council for direction, prior to any commitment being given, as required by Delegation 2.2 clause (4).
2. All leasing or rental of property for more than 12 months to be referred to Council for decision, except for staff in Shire owned housing.
3. The CEO may determine leases, licences or rental of land or property for periods of less than 12 months or less, in accordance with any guidelines or conditions as set by Council from time to time.

*– End of Policy*

**COMMENT**

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## **Shire of Yalgoo Council Policy Manual March 2020**



8 June 2022

Shire of Yalgoo  
PO Box 40  
YALGOO WA 6635

Attention: Ian Holland

Re: Units A and B, Lot 53 (#21) Campbell Street, Yalgoo

Thank you for choosing Modular WA to build your modular residences. Please find attached your contract plans, HIA contract, contract addenda and specifications for your attention. Before signing the contract documentation, please check that all the information contained in the documents are correct.

Contract total as per the Contract Quotation

Total Contract Price	\$365,522.00
----------------------	--------------

Please be advised that your contract payments have been structured as follows:

- |  |             |
|--|-------------|
| 1. Deposit due within 10 working days of contract signing        | \$23,700.00 |
| 2. Completion of wall and roof framing.                          | \$91,380.00 |
| 3. Completion of internal and external linings and roof cover.   | \$91,380.00 |
| 4. Completion of residence on Builders premises.                 | \$91,380.00 |
| 5. Practical completion of residence onsite at time of handover. | \$67,682.00 |

All documents need to be returned within 10 working days.

There are no allowances in your contract for any Council bonds or kerb fees. If we are advised by Council that these are required, we will advise you by variation to the contract.

The Homeowners Warranty Indemnity Insurance policy will be posted to you shortly.

If you require any assistance with the contract documentation, please feel free to contact the undersigned.

Yours faithfully  
MODULAR WA

*Fiona Ryan*

FIONA RYAN  
Contracts Manager  
Email: [fiona@modularwa.com.au](mailto:fiona@modularwa.com.au)



# Western Australia Pre-Fabricated Homes Contract

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<b>OWNERS:</b>	SHIRE OF YALGOO - CEO IAN HOLLAND SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE
<b>JOB:</b>	22052
<b>LOT:</b>	53
<b>SITE:</b>	21 CAMPBELL STREET YALGOO WA 6635



**To verify your builder is a HIA member email [enquiry@hia.com.au](mailto:enquiry@hia.com.au)**

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(Form 45C)

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# Schedule of Particulars

## Item

### 1. Builder details

**NAME** MODULARIS PTY LTD TRADING AS MODULAR WA  
**ADDRESS** 31 CHALLENGE BOULEVARD  
**SUBURB** WANGARA **STATE** WA **POSTCODE** 6065  
**ABN** 42 610 173 316 **ACN** 610 173 316  
**WORK** 6454 0919  
**FAX**

**EMAIL** fiona@modularwa.com.au  
**BUILDER'S REGISTRATION NUMBER** 101630  
**HIA MEMBER NUMBER** 1173980

### 2. Owner details

#### Owner 1

**NAME** SHIRE OF YALGOO - CEO IAN HOLLAND  
**ADDRESS** 37 GIBBONS STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635  
**ABN** 74 086 787 099 **ACN**  
**WORK** 08 9962 8042 **HOME**  
**FAX** **MOBILE**

**EMAIL** ceo@yalgoo.wa.gov.au

#### Owner 2

**NAME** SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE  
**ADDRESS** 37 GIBBONS STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635  
**ABN** 74 086 787 099 **ACN**  
**WORK** **HOME**  
**FAX** **MOBILE**

**EMAIL** crgpayne@icloud.com

**OWNER'S AGENT (CLAUSE 27)**

### 3. The Works and the site

**THE WORKS** (Clause 1(a)) 2 x NEW SINGLE STOREY DWELLINGS

**CONSTRUCTION:** by Builder  
**TRANSPORTATION TO SITE:** by Builder  
**SITE WORKS:** by Owner

Owner Copy





**SITE ADDRESS** 21 CAMPBELL STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635

**TITLE PARTICULARS**  
**PORTION OF**  
**LOCATION**  
**AND BEING LOT** 53  
**ON** plan 223238  
**AND BEING THE WHOLE OF THE LAND COMPRISED IN**  
**CERTIFICATE OF TITLE** **VOLUME** 480 **FOLIO** 100

#### 4. **Finance** (Clause 3(c))

##### **Lender 1**

**AMOUNT OF FINANCE REQUIRED** \$365,522.00  
**PERIOD FOR APPROVAL** 30 working days from the date of this Contract  
**LENDER** CASH

#### 5. **Encumbrances on the site** (Clause 3(a)(ii))

NIL

#### 6. **Contract price** (Clause 6)

*The Contract Price is GST inclusive*

**PRICE EXCLUDING GST:** \$332,292.73  
**AMOUNT OF GST ON THE ABOVE** \$33,229.27  
**CONTRACT PRICE (INCLUDING GST)** \$365,522.00

#### 7. **Progress payments** (Clause 7(b))

##### **Progress Payments as follows**

A	B
<b>Deposit</b> (Not to exceed 6.5% of Contract Price (Clause 7(a)))	\$23,700.00
<b>Completion of wall and roof framing</b>	\$91,380.00
<b>Completion of internal wall linings</b>	\$91,380.00
<b>Completion of house on Builders premises</b>	\$91,380.00
<b>Practical Completion</b> (Clause 19)	\$67,682.00
<b>TOTAL</b>	\$365,522.00

#### 8. **Interest** (Clause 7(e)(i))

**INTEREST ON LATE PAYMENT:** 20.00%

Owner Copy

9. **Time to commence/complete works** (Clause 9)

(a) **TIME TO COMMENCE WORKS (CLAUSE 9(a)):** 30 working days

(b) **TIME TO COMPLETE WORKS (CLAUSE 9(b)):** 120 working days

from the date on which work commenced or should have commenced under Clause 9(a)

10. **Provisional sums and prime cost items** (Clause 11)

(a) **Provisional Sums - refer to Addenda to Specifications for details**

(b) **Prime Cost Items - refer to Addenda to Specifications for details**

11. **Additional percentage allowed** (Clauses 11 and 12)

**ADDITIONAL PERCENTAGE ALLOWED:** 30.00%

12. **Defects liability period** (Clause 14)

*(Not less than 4 months commencing on the day of Practical Completion)*

**PERIOD OF DEFECT LIABILITY:** 360 days

13. **Home indemnity insurance**

**AMOUNT OF PREMIUM FOR HOME INDEMNITY INSURANCE (INCLUDED IN THE CONTRACT PRICE):**  
\$3,254.42

14. **Storage rate**

**RATE FOR STORAGE UNDER CLAUSE 19(h):** \$500 per week

15. **Proof of receipt of documents**

I/We acknowledge receipt of a copy of the signed Contract Documents referred to in Clause 1(a) of the Contract on

and I/we have read and understood the Notice to the Home Owner referred to in Section 4(2) of the Home Building Contracts Act 1991 which is included in, but does not form part of, this Contract.

**Owner 1**

**NAME**

**SIGNATURE**

Signed for and on behalf of: SHIRE OF YALGOO - CEO IAN HOLLAND

Owner Copy

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## Owner 2

NAME

SIGNATURE .....

Signed for and on behalf of: SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE

Owner Copy

16. **Signing of contract**

THIS CONTRACT IS DATED THE: .....

**Owner 1**

NAME

SIGNATURE .....  
Signed for and on behalf of:SHIRE OF YALGOO - CEO IAN HOLLAND

WITNESS'S SIGNATURE .....

WITNESS'S NAME AND ADDRESS  
Fiona Ryan

.....  
.....  
.....

**Owner 2**

NAME

SIGNATURE .....  
Signed for and on behalf of:SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE

WITNESS'S SIGNATURE .....

WITNESS'S NAME AND ADDRESS  
Fiona Ryan

.....  
.....  
.....

Owner Copy



Builder

Jason Sjoland

NAME

SIGNATURE .....

Signed for and on behalf of:MODULARIS PTY LTD TRADING AS MODULAR WA

WITNESS'S  
SIGNATURE .....

WITNESS'S NAME AND ADDRESS

Fiona Ryan

.....  
.....  
.....

Owner Copy



# General Conditions

## Important notice

Persons intending to use this form of contract should carefully read and examine the document before signing it to ensure that it contains all the terms, conditions and provisions of their agreement. If any person is unsure as to the nature of the document or its terms, conditions or provisions then they should seek legal advice from a solicitor before signing it.

The Builder named in Item 1 of the Schedule ("the Builder") HEREBY AGREES with the Owner named in Item 2 of the Schedule ("the Owner") as follows:

## 1. Agreement to build

- (a) The Builder agrees to build and complete for the Owner the building work described in Item 3 of the Schedule ("the Works") consisting of building the pre-fabricated dwelling, off-site at the Builder's Factory and, if indicated in Item 3 of the Schedule, transporting the pre-fabricated dwelling to the land and existing improvements described in Item 3 of the Schedule ("the Site") and placing the pre-fabricated dwelling upon the Site. The Builder shall carry out the Works in a proper and workmanlike manner and in accordance with the terms and conditions of this Contract and the Drawings and the Specifications, inclusive of all attached Addenda to Specifications, agreed between the parties and, for the purpose of identification, signed by each of them ("the Contract Documents") for the Contract Price. The Contract Documents signed by the parties shall constitute the entire contract between the parties.
- (b)
  - (i) Where there is a difference or inconsistency between the Contract Documents, they will be construed in the following order of precedence: any special conditions, Pre-fabricated Homes Contract, Addenda to Specifications, Drawings, Specifications.
  - (ii) Any difference between scaled dimensions and figures on the Drawings shall be resolved by using and applying the figures. Drawings to a larger scale shall take precedence over drawings to a smaller scale.
- (c) This Clause only applies where a home indemnity insurance policy is required for the Works under Part 3A of the Home Building Contracts Act 1991 ("Home Indemnity Insurance"). The Builder shall not perform any of the Works nor make any demand for payment under this Contract until the Builder has given the Owner a certificate in the approved form that evidences the taking out of a Home Indemnity Insurance Policy in respect of the Works. Item 13 of the Schedule sets out the premium anticipated to be paid by the Builder for the Home Indemnity Insurance. If the Builder is unable to obtain Home Indemnity Insurance from an insurer nominated by the Owner on terms and conditions acceptable to the Builder, the Builder may terminate this Contract by notice in writing to the Owner and the Owner shall pay to the Builder all costs paid or payable by the Builder for the purpose of obtaining a building permit up to the time of termination. If the Builder is unable to obtain Home Indemnity Insurance where no insurer has been nominated by the Owner, on terms and conditions acceptable to the

Owner Copy



Builder, then the Builder may terminate this Contract by notice in writing to the Owner and the Builder shall be liable for all costs paid or payable by the Builder for the purpose of obtaining the building permit up to the time of termination.

## 2. Necessary approvals

- (a) Subject to Clause 2(b), this Contract is conditional on the following occurring within FORTY FIVE (45) working days from the date of this Contract:
  - (i) a building permit under the Building Act 2011 being issued in respect of the Works;
  - (ii) where a condition is attached to the building permit which will result in a variation to this Contract, the Owner and the Builder acknowledging in writing that each of them accepts that condition;
  - (iii) it becoming lawful under the Water Act (as defined in Section 9(6) of the Home Building Contracts Act 1991) ("the Water Act") for the Works to be commenced; and
  - (iv) where a direction is given under the Water Act by the Water Corporation (established by the Water Corporation Act 1995) in connection with the carrying out of the Works which will result in a variation to this Contract, the Owner and the Builder acknowledging in writing that each of them accepts that condition.
- (b) A condition referred to in Clause 2(a) does not apply to this Contract:
  - (i) to the extent that the subject matter of the condition was completed before this Contract was entered into;
  - (ii) where the only work to be performed under this Contract is the construction or carrying out of associated work (as defined in Section 3(1) of the Home Building Contracts Act 1991) or any other work prescribed for the purpose of Section 9(5)(c) of that Act; or
  - (iii) where the Works consist only of the construction of the pre-fabricated dwelling.
- (c) The Builder shall:
  - (i) do all things that are reasonably necessary to be done to ensure any condition referred to in Clause 2(a)(i) and (iii) applicable to this Contract is fulfilled; and
  - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2(a)(ii) or (iv) that applies to this Contract.
- (d) The Owner shall:
  - (i) do all such things as may be required to be done by the Owner to ensure that any condition referred to in Clause 2(a)(i) and (iii) applicable to this Contract is fulfilled; and
  - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2(a)(ii) or (iv) that applies to this Contract.
- (e) If a condition referred to in Clause 2(a) and applicable to this Contract is not fulfilled the consequences to, and the rights and remedies of, the parties are set out in Clause 22.

Owner Copy

### 3. Owner's warranties and initial obligations

- (a) Except where the Works consist only of the construction of the pre-fabricated dwelling, the Owner warrants that:
  - (i) the Owner has title to and is entitled to build on the Site;
  - (ii) the Site is subject only to those encumbrances, restrictive covenants and easements detailed in Item 5 of the Schedule;
  - (iii) the Builder has adequate all-weather access to the Site, including a suitable access track, for the purposes of this Contract including the delivery of the pre-fabricated dwelling to the Site;
  - (iv) the existing pegs or fences adequately delineate the Site boundaries;
  - (v) the Site will support the Works;
  - (vi) power and water (under normal mains pressure) is available to the Site and the Works during the construction at the Owner's expense; and
  - (vii) the Owner will not delay the Builder in delivery of the pre-fabricated dwelling or material to the Site.
- (b) Where a home indemnity insurance policy is required for the Works under Part 3A of the Home Building Contracts Act 1991, the Owner authorises the Builder to apply for and take out Home Indemnity Insurance in respect of the Works.
- (c) Where the Owner is to obtain finance to pay the Contract Price as specified in Item 4 of the Schedule:
  - (i) the Owner shall give the Builder written evidence, to the Builder's satisfaction, that the Owner has obtained finance from a Lender as stated in Item 4 of the Schedule and that the Owner has directed the Lender to pay any amount being borrowed to pay the Contract Price directly to the Builder when such amount becomes payable under this Contract in accordance with Clause 7;
  - (ii) the Owner shall use best endeavours to obtain that finance; and
  - (iii) if the Owner does not satisfy this requirement within the period stated in Item 4 of the Schedule, either party may terminate this Contract immediately by notice in writing to the other.
- (d) The Owner shall give to the Builder written evidence, to the Builder's satisfaction, that the Owner has:
  - (i) the ability to pay the Contract Price in accordance with Clause 7 after taking into account any amount being borrowed from a Lender as provided under Clause 3(c);
  - (ii) title to the Site; and
  - (iii) sufficient finances or access to sufficient finances to pay the Contract Price or the instalments for progress payments in Item 7 of the Schedule when they fall due.
- (e) If the Owner does not give the written evidence required by Clause 3(d) within TEN (10) working days of the Builder giving the Owner notice in writing requiring such evidence, the Builder may by a further notice in writing terminate this Contract immediately.
- (f) If the Builder terminates this Contract under Clause 3(c) or (e) the Owner is to pay to the Builder the greater of:



- (i) the desposit; and
  - (ii) the reasonable price for the work done by the Builder, including, but not limited to, the cost of all materials purchased or ordered and which cannot be cancelled, to the date this Contract is terminated.
- (g) Unless the Builder has prepared or caused to be prepared the Contract Documents, the Owner warrants the same are accurate, free of error and consistent in every respect and do not infringe copyright, moral right, letters patent or registered design and the Owner shall indemnify the Builder against any action, claim, cost or expense arising from any breach of this warranty.
- (h) Subject to Clause 3(g) hereof and where the Contract Documents have not been prepared or caused to be prepared by the Builder, any discrepancy or error in the Contract Documents shall be dealt with in accordance with Clause 12(b) or (d).

## 4. Builder's duties

- (a) In addition to the requirements of Clause 2 the Builder shall obtain any permits or licences that are required for the performance of the Works pursuant to all statutes, codes, ordinances, rules, regulations, proclamations or orders of any officer or body lawfully empowered to make or issue the same.
- (b) The Builder shall comply with all relevant statutes, regulations and local laws and any lawful orders or directions made thereunder which relate to the Works and shall indemnify the Owner from and against all moneys payable thereunder and for moneys payable for any breach thereof provided that the Builder shall not be liable to indemnify the Owner for any breach caused by third parties other than the Builder or the Builder's agent.
- (c) If a variation of the Contract Documents or Works is necessary to enable the Builder to comply with Clause 4(a) and (b) it shall be dealt with in accordance with Clause 12(b) or (d).

## 5. Site conditions

- (a) **Site Boundaries**  
If the Builder has any reasonable doubt as to the accuracy or true position of the boundaries of the Site and considers that it is necessary to engage a licensed surveyor to survey and adequately peg or delineate the Site, then this shall be dealt with in accordance with Clause 12(b) or (d).
- (b) **Structural Support**  
If, at any time, the Builder becomes aware, based upon reasonable grounds, that the Site may not support the Works and considers it necessary to engage a practising structural engineer to inspect and certify that the Site is capable of supporting the Works as proposed, then this additional cost shall be dealt with in accordance with Clause 12(b) or (d).
- (c) **Excessive Structural Costs**  
If the practising structural engineer's inspection and certification shows that additional structural support will be incurred then these additional costs shall be dealt with in accordance with Clause 12(b) or (d) except that where the additional costs to be incurred exceed 5% of the Contract Price, the Owner may by notice in writing terminate this Contract.

- (d) **Hard Digging or Other Unforeseen Requirements**  
Unless otherwise specified in the Contract Documents, digging requiring the use of pick, axe, crowbar, blasting or machinery and the removal of rock, soil, dewatering, pile and keel to sewer lines and consequent restoration and drainage of the Site or other such unforeseen requirements have not been allowed for in this Contract and shall be dealt with in accordance with Clause 12(b) or (d).
- (e) **Power and Water Not Available**  
In the event that power and water are not available the Builder's reasonable costs and expenses incurred due to power and water not being so available, shall be dealt with in accordance with Clause 12(b) or (d).
- (f) **Record of Site Condition**  
Before the Owner gives the Builder possession of the Site, the Owner shall inspect the Site together with the Builder, who shall prepare a record of the Site and any visible defects to the Site, which shall be signed by both parties.
- (g) **Clause 5(a) to 5(f) inclusive do not apply where the Works consist only of the construction of the pre-fabricated dwelling.**

## 6. The contract price

- (a) The price for the Works shall be the amount set out in Item 6 of the Schedule which shall be subject to the adjustments and variations provided for in this Contract. The price so adjusted or varied shall hereinafter be called the "Contract Price".
- (b) If there is a delay in the commencement of the Works beyond the period of FORTY-FIVE (45) working days after the date of this Contract being a delay:
  - (i) that is caused solely by the failure of the Owner to comply with a condition imposed on the Owner by this Contract, including the provisions of Clause 3(c) or (d); or
  - (ii) that occurs without any failure on the part of either the Owner or the Builder to comply with his or her obligations under this Contract,then the consequences to, and the rights and remedies of, the parties are set out in Clause 22(d) and (e).
- (c) If further costs are actually imposed on or incurred by the Builder as a direct consequence of a written law of the State of Western Australia or the Commonwealth of Australia or on account of an increase in any tax, duty or other charge imposed under any such law after the date of this Contract then the Builder shall be entitled to increase the Contract Price to reflect such further costs. The Builder shall notify the Owner in writing of such further costs and specify to the Owner when such further costs are payable.

## 7. Deposit, progress payments and other payments

- (a) The Owner shall pay to the Builder the deposit set out in Item 7 of the Schedule immediately on signing this Contract or, where Home Indemnity Insurance is required, the later of the day that this Contract is signed and the day that the Owner is given a certificate that evidences the taking out of Home Indemnity Insurance.

- (b) Within TEN (10) working days of the Builder giving the Owner a notice that any of the Works described in Column 'A' of Item 7 of the Schedule have been completed, the Owner shall pay to the Builder that portion of the Contract Price mentioned opposite such Works in Column 'B' of Item 7 having taken into account any adjustments in accordance with Clause 11 and 12. Property in that part of the Works listed in Column 'A' of Item 7 passes absolutely to the Owner on the Builder's receipt of payment of that part of the Contract Price mentioned opposite such Works in Column 'B' of Item 7 having taken account of any adjustments in accordance with Clause 11 and 12 notwithstanding that the materials or the pre-fabricated dwelling are not placed on or affixed to the Site.
- (c) Where finance for the Works is being provided by a Lender, the Owner, on the signing of this Contract, shall authorise and direct the Lender to make progress payments in accordance with Clause 7(b).
- (d) Other than in relation to the final payment, a progress payment is on account only and the Owner has no right of set-off.
- (e) If the Owner does not pay any amount owing to the Builder by the due date for payment:
  - (i) the Owner must pay interest for late payment at the rate set out in Item 8 of the Schedule on such amount that is unpaid from time to time; and
  - (ii) the Builder may, until payment is received in full, elect either to:
    - (A) suspend the carrying out of the Works; or
    - (B) continue carrying out the Works and, if payment is not received in full by the time the pre-fabricated dwelling can be moved, suspend the carrying out of the Works and transport the pre-fabricated dwelling to another place for storage while the carrying out of the Works is suspended. In addition to any other costs and expenses, the Owner shall pay on demand all reasonable transport and storage costs and expenses incurred in the transport of the pre-fabricated dwelling to the other place and back to the Builder's Factory for the Works to recommence.
- (f) From time to time, if requested by the Builder, the Owner shall give to the Builder written evidence, to the Builder's satisfaction, that the Owner has the ability to pay the balance of the Contract Price in accordance with this Clause 7.

## 8. Security

The Owner hereby charges the land constituting the Site with the due payments to the Builder of all moneys that will or may become payable hereunder and irrevocably authorises and consents to the Builder lodging an absolute caveat in respect of the Site to protect the Builder's interests herein. This clause does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

## 9. Time for performance

- (a) Subject to this Contract the Builder shall commence the Works within the number of working days specified in Item 9(a) of the Schedule or as soon thereafter as may be reasonably practicable calculated from the latest of the following dates:
  - (i) on which the Owner shall have complied with the conditions referred to in Clause 2;

- (ii) on which the Owner satisfied all requirements under Clause 3(c), if applicable, and Clause 3(d);
- (iii) on which the Builder is satisfied that the boundaries of the Site have been adequately delineated;
- (iv) on which the Builder is satisfied that both an adequate water supply and an adequate power supply for the carrying out of the Works are available to the Site;
- (v) on which the Builder has received approval from all relevant authorities.

Sub-clauses (iii), (iv) and (v) do not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (b) Subject to this Contract the Builder shall complete the Works (bring the Works to Practical Completion - Clause 19(a)) by the time specified in Item 9(b) of the Schedule. The Builder is entitled to an extension to the time for completion of the Works due to delay from a cause beyond the Builder's sole control including:
  - (i) any of the following events which affect directly or indirectly access to or the condition of the Site or the Works or any person engaged on or material employed in or to be employed in or in relation to the Works, namely: acts of God, fire, explosion, earthquake, civil commotion, theft or acts of vandalism, flooding, inclement weather, strikes, industrial action, lockouts or holidays granted in accordance with industrial awards, vehicle accidents, unavailability of labour, vehicles or equipment or permits required;
  - (ii) any alterations to the Works;
  - (iii) any instruction or delay in instruction by or any omission of the Owner;
  - (iv) any deliberate and substantial prevention of or interference with the Works or the progress thereof caused by the Owner;
  - (v) any delay in the supplies of materials or transport or labour;
  - (vi) any dispute with or proceeding being taken or threatened by adjoining or neighbouring owners concerning the continuation or variation of delivery to or completion of the Works upon the Site;
  - (vii) any cessation of work pursuant to Clause 7(e)(ii);
  - (viii) any delay caused by the Owner providing materials, goods or work;
  - (ix) any delay in the commencement of or continuance with the Works, caused by or resulting from an order or directive of a relevant authority or proceeding before the Building Commissioner or State Administrative Tribunal, a mediator, an arbitrator or a Court;
  - (x) any delay caused by proper investigation of any of the above by the Builder or the Owner;
  - (xi) a delay in the availability of, or permission for, the loading or carrying of the pre-fabricated dwelling or any part of the pre-fabricated dwelling from the Builder's Factory to the Site; or
  - (xii) any delay by any supplier of materials or transport.
- (c) The Builder shall give to the Owner a notice of any extension of time to which the Builder is entitled within TWENTY (20) working days of the Builder being aware of both the cause and the extent of the delay.

## 10. Possession of the Site

- (a) The Builder shall be given exclusive possession of the Site and shall be entitled to remain in possession until the Contract Price has been paid in full by the Owner. This Clause 10(a) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.
- (b) The Owner or an authorised person as defined in Section 26(3) of the Home Building Contracts Act 1991 shall be given access to the Builder's Factory and to the Site to carry out the relevant inspections, provided that such inspections are made during the Builder's normal working hours and such inspections do not unreasonably impede or interfere with the Works.
- (c) Neither the Owner nor any person acting on the Owner's behalf shall give or be entitled to give at any time, directions to the Builder's tradepersons or subcontractors on the Site or elsewhere relating to the Works.
- (d) After Practical Completion the Builder shall be entitled to reasonable access to the Site to complete the Builder's obligations under Clause 14.

## 11. Provisional Sums and Prime Cost Items

- (a) Where Provisional Sums or Prime Cost Items are included in the Contract Price, the Owner shall, within FIVE (5) working days of receiving a request from the Builder, supply to the Builder in writing, all necessary directions and selections regarding the work or goods comprised in any Provisional Sums and Prime Cost Items.
- (b) Provisional Sums stated in Item 10(a) of the Schedule or detailed in the Contract Documents include:
  - (i) the price for materials, subcontractor charges and, where included in the Works, delivery to the Site and installation; and
  - (ii) an additional amount being that percentage set out in Item 11 of the Schedule applied to that price for the Builder's supervision, overhead and profit.
- (c) The Prime Cost Item amounts stated in Item 10(b) of the Schedule or detailed in the Contract Documents, exclude the following things which are included in the Contract Price: costs of delivery to the Site, installation and fixing (where those things form part of the Works), supervision, overhead and profit.
- (d) Upon completion of the work the subject of a Provisional Sum or on installation of an item the subject of a Prime Cost Item, or at the next progress payment notice, the Builder must provide the Owner with an itemised statement of the price for the work or the items, calculated in accordance with the provisions of Clause 11(b) and (c) hereof, and the Contract Price will be adjusted accordingly and paid in accordance with Clause 7.

## 12. Variations

- (a) If the Owner wishes to make any variation to the Works or the Contract Documents the Owner or the Owner's agent shall give the Builder a written request for such variation. The Builder may decline to agree to the variation requested but in the event that the Builder is prepared to agree to the variation:

- (i) the Builder shall prepare and give to the Owner or the Owner's agent a variation document setting out the terms of, and the cost to be incurred on account of, the variation;
  - (ii) the Owner or the Owner's agent shall sign and return the variation document to the Builder;
  - (iii) the Builder or the Builder's agent shall sign and insert in the variation document the date that he signs it and forward a signed copy to the Owner or the Owner's agent as soon as is reasonably practicable thereafter and before the work to which the variation relates is commenced; and
  - (iv) the variation shall be carried out as if it were part of the Works under the Contract.
- (b) The Builder shall be entitled to vary all or any of the Works or Contract Documents made necessary by:
  - (i) any written direction lawfully given by a building surveyor or other person acting under a written law;
  - (ii) circumstances that could not reasonably have been foreseen by the Builder at the time when this Contract was entered into if the Builder gives to the Owner, within the time specified in Clause 12(c), a statement setting out the reason for, and the cost to be incurred on account of, the variation and a copy of any direction referred to in Clause 12(b)(i) PROVIDED THAT Clause 12(b)(ii) shall not enable the Builder to make any variation by reason only of an increase in the costs of labour (including related overhead expenses) or materials or both, to be incurred by the Builder.

PROVIDED ALSO THAT where an Owner is given a statement by the Builder for the purposes of Clause 12(b)(ii) and the Owner considers the variation is not one to which Clause 12(b)(ii) applies then the Owner may make an application to the Building Commissioner or State Administrative Tribunal for relief under Section 17 of the Home Building Contracts Act 1991 within TEN (10) working days of being given the statement.
- (c) The Builder shall give the statement referred to in Clause 12(b)(ii) to the Owner within TEN (10) working days after the Builder:
  - (i) received notice of the direction under Clause 12(b)(i); or
  - (ii) became aware or should reasonably have become aware, of the circumstances referred to in Clause 12(b)(ii) as the case may be.
- (d) If any variation to the Works or the Contract Documents is required pursuant to Clause 3(d), 4(c), 5(a) - (e) or 21 but not as a result of a direction under Clause 12(b)(i) or the circumstances referred to in Clause 12(b)(ii) then the Builder shall prepare and give to the Owner a variation document setting out the terms of and the cost to be incurred on account of the variation so required and;
  - (i) if the Owner signs and returns the variation document to the Builder then the provisions of Clause 12(a)(iii) and (iv) shall also apply to the variation; or
  - (ii) if the Owner does not sign and return the variation document to the Builder within FIVE (5) working days of being given the variation document then the Builder shall be entitled to either carry out the work required but without any adjustment to the Contract Price or to terminate this Contract pursuant to Clause 16(g).



- (e) The price of a variation is, unless previously agreed in writing:
  - (i) if the amount is additional to the Contract Price, the reasonable price for the variation, including an amount for the Builder's margin being that percentage of such costs as set forth in Item 11 of the Schedule, and it shall be added to the Contract Price, and unless previously paid, shall be added to the next progress payment due after the execution of such work; or
  - (ii) if the amount results in a deduction from the Contract Price, the reasonable price for the variation and it shall not include any amount for the Builder's margin and such decrease shall be deducted from the final payment hereunder.
- (f) The Owner shall obtain the consent of his or her Lender (if any) prior to requesting or authorising the Builder to carry out extra work or to vary the Works in any way.
- (g) The Builder may, at any time prior to the commencement of any building work that is to be performed by way of a variation pursuant to the provisions of this Contract, by notice in writing require the Owner to satisfy the Builder that the Owner is able to pay the cost to be incurred on account of the variation by production of evidence in writing and if the Owner shall fail to do so within TEN (10) working days of the receipt of such notice the Builder may terminate this Contract immediately by notice in writing given to the Owner within a further TEN (10) working days.
- (h) If the Builder is unable to obtain any materials or items selected by the Owner after the date of the Contract as and when the Builder shall require them, the Owner shall immediately, upon request from the Builder, select alternative available materials or items. Any delay or additional costs (including freight and transport insurance) in obtaining the same shall be dealt with in accordance with Clause 12(b) or (d). In the event that the Owner declines to select alternative available materials or items the Builder may terminate this Contract on giving TEN (10) working days notice to the Owner that unless alternative available materials are selected the Contract is terminated in accordance with Clause 16.
- (i) Where delivery of the pre-fabricated dwelling to the Site forms part of the Works, the Owner may request the Builder to delay the delivery to the Site of all or part of the pre-fabricated dwelling. The Builder is not obliged to agree to the Owner's request. If the Builder does agree to the Owner's request the Owner is liable to the Builder for reasonable storage charges for the pre-fabricated dwelling.

Owner Copy

## 13. Insurance

- (a) The Builder shall obtain insurance where required under Part 3A of the Home Building Contracts Act 1991 in accordance with that Part or for so much of the following as forms part of the Works:
  - (i) the construction of the pre-fabricated dwelling;
  - (ii) the placing of the pre-fabricated dwelling on the Site including siting, stumping and any other work in connection with that placement; and
  - (iii) any building work to the pre-fabricated dwelling after placement on the Site.

**WARNING TO PARTIES:** INSURANCE REQUIRED UNDER THE HOME BUILDING CONTRACTS ACT 1991 MAY NOT COVER ALL OF THE WORK TO BE CARRIED OUT UNDER THIS CONTRACT.

- (b) In addition to any insurance cover which the Builder is obliged to obtain for the Works under Part 3A of the Home Building Contracts Act 1991:
- (i) The Builder shall in the joint names of the Builder and the Owner and the Owner's Lender (if any) insure against damage, loss or theft to the full value under this Contract (plus the requisite amount to cover architects', engineers', quantity surveyors' and consultants' fees) of all works executed and materials and goods forming, or to form, part of the Works at the Builder's Factory or the Site whether fixed or unfixed except for goods belonging to a third party and shall keep such work, materials and goods insured until the Works are delivered up to the Owner upon Practical Completion notwithstanding any transfer of ownership under Clause 7(b) and upon request deliver to the Owner evidence of such insurance and such insurance shall be against all liability, loss, action, claim or proceedings in respect of fire, explosion, earthquake, flood, lightning, storm and tempest, rioting, civil commotion and the negligent or wilful act of any third party. Should the Builder fail to take out such insurance the Owner may insure the Works as aforesaid and the premiums paid by the Owner in relation thereto shall be deducted from the Contract Price. Upon settlement of any claim under a policy as aforesaid the Builder shall rebuild or repair the Works and replace or repair the materials or goods destroyed, lost or taken within a reasonable time of such settlement.
  - (ii) The Builder shall insure against any liability, loss or damage, claim, demand or proceedings whatsoever arising out of or connected with or in any way due to the following namely:
    - (A) any personal injury to or death of any person arising out of or in connection with or in the course of the Works, other than due to the negligent act or omission by the Owner or any person for whom the Owner may be responsible;
    - (B) any injury or damage whatsoever to any property real or personal which may be occasioned by or arise out of the performance of the Works and which is due to any negligence of the Builder, his or her employees, agents or sub-contractors.
  - (iii) The Builder shall insure against statutory and common law liability for death of or injury to any persons employed by the Builder, as required by any legislation relating to compensation for injured workers. The Builder shall also ensure that all sub-contractors have similarly insured all persons employed by them.
  - (iv) The Owner is responsible for and undertakes to adequately insure against damage (including damage occurring in the course of delivering the pre-fabricated dwelling to the Site and placing it on the Site), loss or theft of:
    - (A) any buildings or structures which are on the Site when the Owner gives the Builder possession of the Site; and
    - (B) anything else on the Site which has not been supplied by the Builder (for example, materials supplied by the Owner) or work that has not been done by the Builder.
- The Owner shall provide proof of such insurance to the Builder upon the Builder's request.

Owner Copy



This sub-clause 13(b)(iv) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

## 14. Defects liability period

- (a) Subject to Clause 14(c) and (d), the Builder shall make good at the cost of the Builder as soon as is reasonably practicable defects in the Works notified in writing to the Builder within the period specified in Item 12 of the Schedule. The term "Practical Completion" in Item 12 of the Schedule has the same meaning as Clause 19(a).
- (b) In Clause 14(a) "defect" means a failure to:
  - (i) perform the works in a proper and workmanlike manner and in accordance with this Contract; or
  - (ii) supply materials that are of merchantable quality and reasonably fit for the purpose for which the Owner required the Works to be performed,not being a failure for which the Builder is specifically declared by this Contract to be not liable.
- (c) The Builder's liability under Clause 14(a) shall be reduced to the extent of any exemptions made from time to time for the purpose of Section 11(3) of the Home Building Contracts Act 1991.
- (d) The Builder shall not be liable to remedy any damage or rectify any defects to the Works arising from any work carried out on the Site by the Owner or the Owner's servants or agents at any time.
- (e) Where the Works consist only of the construction of the pre-fabricated dwelling, the Builder shall not be liable to remedy any damage to, or rectify any defects in the Works arising from the transportation of the pre-fabricated dwelling to the Site or the placing of the pre-fabricated dwelling on the Site.

## 15. Early termination of contract

- (a) In addition to their respective rights and remedies contained herein at law or in equity the Builder may terminate this Contract in any of the events mentioned in Clause 16 hereof and the Owner may terminate this Contract in any of the events mentioned in Clause 17 hereof.
- (b) Except as provided herein neither party shall be at liberty to terminate this Contract or exercise or enforce any other right or remedy in relation hereto whether pursuant to this Contract or at law or in equity without first giving to the other party a notice in writing specifying the matter complained of and requesting that other party to remedy it within TEN (10) working days of the service of such notice. If such notice is given and the other party fails within such period to remedy the matter complained of then the party giving such notice may terminate this Contract immediately by giving a separate notice to that effect.
- (c) On such termination, subject to any agreement to the contrary or to any determination made pursuant to Clause 18, if the Builder has commenced the Works then the Builder is entitled to be paid the price of all work done by the Builder. The amount to be paid shall:
  - (i) include all reasonable costs incurred by the Builder and an amount for the Builder's margin being that percentage of the cost of such work (including all costs) as set forth in Item 11 of the Schedule;

(ii) have proper allowances made for all payments on account of the Contract Price already made by the Owner to the Builder.

The Builder may claim interest at the rate specified in Item 8 of the Schedule hereto on the outstanding balance of the moneys found to be due and payable from and after the expiration of FIVE (5) working days from the date of such termination of contract until full payment of the balance moneys is received by the Builder.

- (d) The provisions of Clause 15(b) and (c) do not apply to a termination of this Contract pursuant to Clause 16(h) and 17(d) or pursuant to the provisions of Sections 4(5), 10(4) or 14(3) or Schedule 1 of the Home Building Contracts Act 1991. In such cases this Contract may be terminated in accordance with the provisions of Section 19 of that Act and the Owner or the Builder may apply to the Building Commissioner or State Administrative Tribunal pursuant to the provisions of Section 20 of that Act for repayment of any consideration given by the Owner under this Contract or for payment to the Builder in respect of any materials supplied or any home building work or other services performed or any costs, including overhead expenses and loss of profit, incurred by the Builder under or in relation to this Contract.

## 16. Events allowing Builder to terminate

The Builder may, in addition to any other rights under this Contract, terminate this Contract in any one of the following events:

- (a) Substantial damage to or interference with the Works or delays to the Works or access thereto by any cause beyond the control of the Builder including (but without limiting in any way the generality thereof) water, flood, fire, storm, tempest, rioting, earthquake, civil commotion or industrial action.
- (b) Any substantial breach of the Contract by the Owner.
- (c) If the Owner shall make any assignment for the benefit of or enter into any arrangement or composition with the Owner's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or have a Receiver appointed or commit an act of bankruptcy or if a sequestration order is made against the Owner's estate.
- (d) Any deliberate and substantial prevention of or interference with the Works or progress thereof caused by the Owner.
- (e) Subject to Clause 18 of this Contract, any failure by the Owner for TEN (10) working days after the due date thereof to pay any part of the Contract Price.
- (f) The entry into possession of the Works by the Owner prior to Practical Completion or without the Builder's consent.
- (g) If the Owner fails to sign and return a variation document to the Builder given to the Owner by the Builder pursuant to Clause 12(d) within the period referred to in Clause 12(d).
- (h) If the circumstances specified in Clause 22(b) or (c) occur.
- (i) If the Owner does not give the Builder satisfactory written evidence of ability to pay the balance of the Contract Price in accordance with Clause 7(f).
- (j) If the Owner fails to select alternative available materials or items in accordance with Clause 12(h).
- (k) If the Owner does not, within TEN (10) working days after executing this contract, provide all weather access to the Site in accordance with Clause 3 (a)(iii) or contract with the Builder to provide such access.

## 17. Events allowing Owner to terminate

The Owner may, in addition to any other rights under this Contract, terminate this Contract in any of the following events:

- (a) Any substantial breach of this Contract by the Builder.
- (b) If the Builder shall make an assignment for the benefit of or enter into any composition with the Builder's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or commit an act of bankruptcy or have a Receiver appointed or if a sequestration order is made against the Builder's estate.
- (c) If the Builder shall without reasonable cause wholly suspend the Works before Practical Completion.
- (d) If the circumstances specified in Clause 22(b), (c) or (d)(ii) occur.

## 18. Disputes

- (a) If any dispute, disagreement or difference arises between the Owner and the Builder at any time relating to this Contract then subject to the rights of either party (or their successors) to apply to the Building Commissioner or State Administrative Tribunal or any other relevant Statutory Authority, either party shall give to the other notice of such dispute, disagreement or difference and at the expiration of FIVE (5) working days thereafter and in the absence of any settlement the same shall be referred to:
  - (i) a single mediator appointed by mutual consent; or
  - (ii) a single arbitrator appointed by mutual consent; or
  - (iii) in the event that neither (i) nor (ii) are satisfied within FIVE (5) working days, or mediation is not successful, a single arbitrator shall be appointed by the President or his or her nominee of Housing Industry Association Limited (Western Australian Region) provided that such arbitrator shall be a graded arbitrator approved by the Institute of Arbitrators and Mediators Australia, Western Australian Chapter.
- (b) The conduct of the Arbitrator shall be in accordance with and subject to the provisions of the Commercial Arbitration Act 1985 and the decision of the single arbitrator appointed shall be final. The rights and obligations of the parties under this Contract shall be modified only to the extent made necessary by such arbitration.
- (c) This Contract and the parties' rights and obligations under this Contract shall in all respects be governed by the laws of the State of Western Australia and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the Courts of the said State.

## 19. Practical completion

- (a) 'Practical Completion' means when the Works are completed except for any omissions or defects which do not prevent the Works from being reasonably capable of being used for its intended purpose.
- (b) The Builder shall notify the Owner when the Builder considers that Practical Completion has occurred and within FIVE (5) working days the Owner and the Builder or his or her representative shall meet at the Works to carry out a pre-handover inspection. If said pre-handover inspection does not occur the Contract shall be dealt with pursuant to Clause 18 hereof.

- (c) During the pre-handover inspection the parties shall agree to a list of items which require completion or rectification or give notice to the other party within FIVE (5) working days under Clause 18 hereof.
- (d) The final payment shall be due within TEN (10) working days after Practical Completion and upon payment thereof the Builder shall hand the keys to the Works to the Owner or to such persons as the Owner may direct and on acceptance of the keys the Owner shall be deemed to have entered into possession of the Works and to have acknowledged that the Works have been completed by the Builder in accordance with this Contract and the Builder shall thereupon be relieved and discharged from all responsibilities under this Contract other than the Builder's obligations pursuant to Clauses 14 and 19(c).
- (e) If, without the prior written consent of the Builder, the Owner shall take possession of the Site, permit work outside this Contract or provide materials, goods or work to the Site before the Builder gives possession to the Owner under Clause 19(d), the Owner commits a substantial breach of this Contract entitling the Builder to elect to either:
  - (i) treat the Owner's actions as a repudiation of this Contract and accept that repudiation; or
  - (ii) suspend the Building works and/or give the Owner a notice to remedy breach.

This Clause 19(e) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (f) If the Owner denies access to the Builder or takes possession of the Works prior to the issue by the Builder of a Notice of Practical Completion and without prior written consent of the Builder, the Date of Practical Completion shall be the day such possession is taken.
- (g) The Works shall be at the risk of the Owner from the date the Owner takes or is entitled to possession, whichever is earlier.
- (h) Where the Works consist only of the construction of the pre-fabricated dwelling, the Owner must cause the Works to be removed from the Builder's Factory as soon as practicable, and in any event not more than FIVE (5) working days, after final payment. If the Owner fails to remove the Works in accordance with this clause, the Builder may store the Works at the Builder's Factory or remove the Works from the Builder's Factory and store them elsewhere and give the Owner notice of where the Works are stored. Any costs incurred by the Builder in connection with removing or storing the Works (or both) shall be a debt due and payable from the Owner to the Builder. If a rate for the determination of such costs is specified in Item 14 of the Schedule hereto, the amount due and payable shall be calculated in accordance with that rate. Otherwise, the amount shall be the actual costs incurred by the Builder.

**WARNING TO PARTIES:** IF THE OWNER DOES NOT REMOVE THE WORKS FROM THE BUILDER'S FACTORY, THE BUILDER MAY HAVE THE RIGHT TO GIVE NOTICE AND TAKE ACTION TO DISPOSE OF THE WORKS UNDER THE DISPOSAL OF UNCOLLECTED GOODS ACT 1970.

- (i) The Owner indemnifies the Builder against all liabilities, costs, charges, losses, expenses or fees that the Builder may suffer or incur arising from the Owner's breach of Clause 19. Nothing in this Clause 19 affects the Builder's obligations pursuant to Clause 14 or prejudices either party from having a dispute determined or any rights either party may have under the Home Building Contracts Act or other legislation.

## 20. Notices

- Any claim, notice or communication given to any party under this Contract:
- (a) must be in writing signed by the Builder or Owner; and
  - (b) must be:
    - (i) hand delivered or sent by prepaid post to the address of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other address as may be notified by such party to the other in accordance with this clause); or
    - (ii) sent by facsimile to the facsimile number of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other facsimile number as may be notified by such party to the other in accordance with this clause); or
    - (iii) subject to paragraph (e) sent by email to the email address of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other email address as may be notified by such party to the other in accordance with this clause);
  - (c) subject to paragraph (d), is taken to be received:
    - (i) in the case of hand delivery, on the date of delivery;
    - (ii) in the case of post, on the third working day after posting; and
    - (iii) in the case of facsimile, on the date of transmission;
    - (iv) in the case of email, upon an apparently successful transmission being noted by the sender's internet service provider or on receipt by the sender of a confirmation that an email notification has been received by the intended recipient.
  - (d) if received after 5.00pm or on a day other than a working day, is taken to be received on the next working day.
  - (e) the parties agree that notices under Clauses 15 to 17 (inclusive) may not be sent by email.
  - (f) notwithstanding this clause, any variations to the Works and/or Contract Documents shall be made in accordance with Clause 12.

## 21. Supply of materials and unfixed materials on Site

- (a) Unless otherwise agreed in writing, the Owner must not provide any materials, goods or work before the Builder hands possession of the Site back to the Owner or, where the Works consist only of the construction of the pre-fabricated dwelling, before the Owner has removed the Works from the Builder's Factory in accordance with Clause 19(h).
- (b) If the Builder agrees in writing to the Owner providing materials, goods or work to the Builder's Factory or to the Site, the materials, goods or work to be provided by the Owner shall be:
  - (i) suitable for inclusion into the Works;
  - (ii) supplied or completed in the time required by the Builder;
  - (iii) new unless otherwise specified; and
  - (iv) completed to the Builder's satisfaction.
- (c) Notwithstanding Clause 21(d) and 21(e), the Builder is not responsible for the performance and suitability of materials, goods or work provided by the Owner.



- (d) The Builder may reject any item or material supplied by the Owner, if the Builder believes that item or material to be defective, and the Builder may require the replacement or correction of that item or material.
- (e) The Builder may reject any work carried out by or on behalf of the Owner and require that the Owner or the Owner's contractor replaces, corrects or removes the defective work.
- (f) Notwithstanding Clause 13, all work carried out by the Owner or the Owner's contractors on the Site are at the risk of the Owner and the Owner shall insure that work against damage, loss or theft until the Owner takes possession of the Works.
- (g) The Owner indemnifies the Builder against all loss, cost, damage or expense that the Builder may suffer or incur in connection with the work done by the Owner or the Owner's contractors or materials or goods supplied by the Owner being in breach of this Clause.
- (h) If the Owner carries out or causes to be carried out other work on the Site while the Works are being carried out then the Owner shall ensure that the Owner's contractors:
  - (i) do not interfere with the progress of the Works;
  - (ii) hold and maintain the same insurance coverage as the Builder is required to hold and maintain under this Contract in relation to their works;
  - (iii) hold an appropriate permit to carry out the work;
  - (iv) observe all relevant occupational health and safety laws and the requirements of the Builder in regard to occupational health and safety;
  - (v) obey all directions issued by the Builder regarding the coordination and timing of their works on the Site;
  - (vi) co-operate with all of the other workers and contractors on the Site.

This Clause 21(h) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (i) When the Owner or the Owner's contractors commence any works on the Site the Owner is deemed to have accepted the base work as satisfactory unless a competent builder who had examined and inspected the base work would not have detected or anticipated the unsatisfactory base work. The base work is the Site conditions, including work carried out by the Builder in, on or over which the work of the Owner or the Owner's contractors is to be carried out.
- (j) The Owner shall, on request, give the Builder evidence of all permits and insurances referred to under Clause 21(h).
- (k) If the Owner, or the Owner's contractor, does not observe all of the requirements in Clause 21(h) and 21(i) the Builder may exclude or direct the Owner or the Owner's contractor to leave the Site.
- (l) If the Owner breaches this Clause 21, it is a substantial breach of this Contract and the Builder may:
  - (i) carry out the Works without incorporating such materials, goods or work;
  - (ii) do either or both of the following:
    - a. suspend the carrying out of the Works by giving the Owner a written notice to that effect until the Owner has remedied that breach;
    - b. end this Contract under Clause 16.

## 22. Consequences of non-fulfilment of conditions

- (a) If any condition set out in Clause 2(a) is not fulfilled solely because the Builder has failed to comply with the Builder's obligations under Clause 2 (c), this Contract is not affected but remains in force on the same terms and conditions except as otherwise agreed between the parties.
- (b) If any condition set out in Clause 2(a) is not fulfilled solely because the Owner has failed to comply with the Owner's obligations under Clause 2(d) this Contract remains in force on the same terms and conditions until the parties agree otherwise but subject to the provisions of Clause 22(d).
- (c) If any condition set out in Clause 2(a) is not fulfilled and both the Owner and the Builder have, or neither the Owner nor the Builder has, failed to comply with their respective obligations under Clause 2(c) and (d), this Contract remains in force on the same terms and conditions until the parties agree otherwise but subject to the provisions of Clause 22(d).
- (d) Where Clause 22(b) or (c) or Clause 6(b) applies:
  - (i) the Builder may by notice in writing to the Owner:
    - a. increase the Contract Price by an amount set out in the notice; and
    - b. specify when any increased amount is payable, which must be either:
      - 1) not later than TEN (10) working days after the notice is given; or
      - 2) at the time of the next progress payment.
  - (ii) if the amount of an increase exceeds FIVE (5)% of the Contract Price, the Owner may terminate this Contract in accordance with Clause 17 within TEN (10) working days after receipt of a notice under paragraph (i) of this sub-clause; and
  - (iii) if the Owner so terminates this Contract, the Owner is liable to compensate the Builder for reasonable costs inclusive of supervision, overhead and margin incurred by the Builder up to the date of termination.
- (e) If the Owner considers that the amount of a price increase notified under Clause 22(d)(i) is excessive or unjustified the Owner may apply to the Building Commissioner or State Administrative Tribunal, within TEN (10) working days after receipt of a notice under that Clause, for a review of that amount and on a review under this sub-clause:
  - (i) the Builder is required to show that the price has been increased to reflect actual increases in costs inclusive of supervision, overhead and margin between the date of this Contract and the date of the notice under Clause 22(d)(i); and
  - (ii) the Building Commissioner or State Administrative Tribunal may confirm, vary or disallow the amount of the price increase, and this Contract shall have effect in accordance with the Building Commissioner's or State Administrative Tribunal's decision.

## 23. Assignment

- (a) Each of the parties to the Contract hereby specifically agree not to assign their interest in this Contract without the prior written consent of the other.
- (b) The Builder may at the option of the Builder sub-contract the whole or any portion of the Works but any such sub-contracting shall not relieve the Builder from any of his or her responsibilities or obligations as set forth herein.

## 24. Severability

- (a) If in consequence of an item in the Schedule not being completed or any clause contained herein is held by a Court to be uncertain and thus void, that item shall be deemed to have been severed from this Contract and shall not invalidate the Contract.
- (b) To the extent that any one or more of the provisions contained in this Contract is prohibited by or is void pursuant to any applicable law, that provision or each of them shall to that extent be ineffective without invalidating or modifying the remaining provisions of this Contract which shall continue in full force and effect as if each provision so prohibited had not been included in this Contract as from its commencement.

## 25. Extent of Builder's liability

- (a) Notwithstanding anything herein contained to the contrary the Builder shall not be liable to the Owner in respect of any matter for which the Builder provides insurance under Clause 13(a) for an amount exceeding the Contract Price.
- (b) In any event the Builder shall not be liable to the Owner in any way whatsoever for any claim or proceedings in respect of injury, loss, theft or damage to such of the Owner's fittings, finishes, fixtures or any other item, matter or thing which the Builder does not supply as part of the Contract Documents.

## 26. Interpretation

In this Contract words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting persons shall include corporate bodies. A reference to "Owner" or "Builder" includes each of their respective heirs, successors and assigns. "Working days" means Monday to Friday but excluding any day that is a public holiday in the area of the Site or throughout the State of Western Australia. "Building Commissioner" means the Building Commissioner referred to in Section 85 of the Building Services (Complaint Resolution and Administration) Act 2011. Headings in this Contract are deemed not to be part hereof and are not to be used in the interpretation or construction hereof. A reference to statutes or regulations includes any statutory re-enactment or amendment.

## 27. Appointment and authority of Owner's agent

The Owner (and where there are more than one then each of them) hereby appoints the person or persons as the Owner's Agent in Item 2 of the Schedule as the authorised agent of the Owner to make and sign all variations to the Contract Documents and the Works and the Owner shall be bound by all such variations. If more than one person is named as the Owner's Agent then each of them shall be an individually authorised agent unless the contrary intention is indicated in Item 2 of the Schedule.



## Special Conditions

- (a) Once construction has commenced Modular WA will charge a variation fee of \$200.00 for any requested amendments
- (b) The contract price will be subject to receiving a soil report and detailed contour and feature survey (if applicable)
- (c) The contract price will be subject to receiving a BAL assessment report and energy assessment required for Building permit approval
- (d) The Builder will not commence the Building Permit application until the 6.5% deposit has been paid in full and the Finance Approval from a Financial institution in the form of a letter or an acceptable Proof of Funds statement has been received in relation to Clause 2 (c) (i) of the building contract
- (e) The Owner agrees to pay any costs associated with additional transport costs incurred due to alternative transport routes being required, power lines lifted or any other circumstance which could arise from the Power Authorities advice. No builders margin will be added to these costs
- (f) There are no allowances in your contract for any Council bonds or kerb fees. These fees will be charged via variation to the Owner if applicable. The Owner is responsible for protecting kerbs, verges and footpaths to prevent damage. The Builder is not responsible for any damage caused to kerbs, verges or footpaths.

Owner Copy



# HOUSING INDUSTRY ASSOCIATION LIMITED

ABN 99 004 631 752

## HOME BUILDING CONTRACTS ACT 1991 Notice to the Home Owner

HOME  
BUILDING  
CONTRACTS  
ACT 1991

### This Notice

A builder must give a copy of this notice to you, as the owner, before you sign a contract for home building work that is covered by the *Home Building Contracts Act 1991*.

This notice explains relevant provisions of that Act as required by section 4(2). The Act itself should be referred to for the exact text. A copy of the Act can be obtained from the State Law Publisher (*check the White Pages for the current address*).

### Who are “owners” and “builders”?

In this notice “owner” means the person for whom the home building work is to be done and “builder” means the person who, in the course of business, is to do the work or arrange for it to be done.

### What the Act covers

The Act deals with contracts for home building work where the contract price is above \$7 500 and below \$500 000. The Act also applies to contracts, within that price range, for associated work (e.g. swimming pools, carports and landscaping) and for alterations. It makes some provisions that are implied in all contracts, and also states what is not allowed in any contract.

Under the Act a builder must not do anything in connection with a contract that is “unconscionable, harsh or oppressive”. Furthermore, neither you nor the builder may do anything that is “misleading or deceptive”.

The Act deals with “cost plus” contracts only to a limited extent – see later in this notice under

#### “Special rules for cost plus contracts”.

You may seek appropriate redress through the Building Commissioner for breaches of the contract and the Act, including for unconscionable or misleading conduct – see later in this notice under “**Disputes**”. The builder’s rights are similar, but do not extend to any unconscionable behaviour by you.

A person can be prosecuted or fined for not complying with some provisions of the Act. Some of these provisions apply to owners as well as builders.

*Rights conferred by the Act cannot be taken away, diminished or waived and it is forbidden to make any agreement or arrangement to by-pass the Act.*

### Home Indemnity Insurance

It is compulsory for all home building work, except associated work alone (e.g. swimming pools, carports, pergolas and landscaping), the cost of which is above \$20 000, to be covered by home indemnity insurance.

Home indemnity insurance is also compulsory for associated work if that work is performed under a contract that includes construction or renovation of a residence and the total cost of all the building work is above \$20 000.

Before commencing work or demanding any payment (including a deposit) from you, the builder must take out home indemnity insurance and give you a certificate confirming the existence of the insurance cover.

There may be periods when a builder is exempt from the requirement to take out home indemnity insurance. During, and in some circumstances after, one of these periods a builder must give you a notice in a prescribed form.

Home indemnity insurance will protect you and any successive owners against financial loss due to the insolvency, death or disappearance of the builder that results in -

- (a) loss of deposit (up to a limit of \$20 000);
- (b) the non-completion of the building work; or
- (c) the failure to rectify faulty or unsatisfactory building work.

Home indemnity insurance generally does not cover an owner for any money paid in advance other than a deposit. In any event it is a breach of the Act for a builder to request and receive such a payment – see later in this notice under “**Provisions that are not allowed**”.

Note that, with building work carried out under a cost plus contract, the builder is required to take out home indemnity insurance to cover only the risk specified in (c) above - see later in this notice under “**Special rules for cost plus contracts**”.

Claims may be made under a home indemnity insurance policy at any time before the end of a period of 6 years after the day of practical completion of the building work.

Some home building work is exempt from the requirement to obtain home indemnity insurance. If your work is exempt your builder should give you a notice informing you that this is so. The Building Commission staff can provide you with further information in this respect.

### Contract – steps to be followed

Everything agreed to between you and the builder must be set out in a written contract. The contract must be dated and signed by both you and the builder or your respective representatives. If this is not done you may terminate the contract – see later in this notice under “**Termination of contract**”.

You must be given a copy of the contract as soon as is practicable after it has been signed and before the building work starts.

It is the builder’s duty to see that all these steps are taken.

### Special rules for cost plus contracts

A “cost plus” contract is one under which the builder is entitled to recover actual costs incurred plus an extra amount for profit. A costs plus contract -

- (a) must be headed “cost plus contract”; and
- (b) must contain a statement in which both you and the builder acknowledge that it is a cost plus contract and that the Act does not apply to it, except in relation to the requirement for a builder to take out home indemnity insurance in the situation explained just below.

If the contract does not comply with these requirements you may terminate the contract – see later in this notice under “**Termination of contract**”.

As mentioned above, the Act does not in general apply to a cost plus contract. However, if you have a complaint about the building work carried out under such a contract, you can make a complaint to the Building Commissioner about the work – see later in this notice under “**Disputes**”.

The builder is required to take out home indemnity insurance in relation to a cost plus contract to cover you and any subsequent owner against financial loss where an order made against the builder is not enforceable due to the insolvency, death or disappearance of the builder.

### Provisions that are not allowed

The builder cannot include in a contract a requirement for you to make a payment other than –

- (a) a deposit before the work begins of –
  - (i) if the *Home Building Contracts Regulations 1992* regulation 3A applies to the contract — no more than 20% of the contract price; or
  - (ii) otherwise — no more than 6.5% of the contract price; and
- (b) progress payments after the works begins for work done or goods supplied.

If any such provision is included you may terminate the contract – see later in this notice under “**Termination of contract**”.

The builder may also be prosecuted and fined for demanding, or receiving, any payment after the work begins other than a progress payment as set out in (b) above.

The builder must not include provisions in the contract that are “unconscionable, harsh or oppressive”. If you think this has occurred you may make a complaint to the Building Commissioner – see later in this notice under “**Disputes**”.

### Prime cost/Provisional sum

Where a contract refers to “prime costs” it means fittings or equipment that may vary in price (e.g. bathroom tiles). The builder must estimate the cost of such items at or above the lowest amount that they could reasonably cost and the cost must not be understated in the contract. If it is, the builder may be prosecuted and fined. This also applies to estimates for “provisional sums” such as site works.

### Contract price must be fixed

A contract must not contain a “rise and fall” clause. A rise and fall clause allows the builder to pass on price increases for labour or materials that occur after the contract is signed.

However, the builder can include a clause in the contract that allows for a price increase to cover an increase in actual costs that results from –

- (a) government taxes or charges increasing after the contract is signed;
- (b) the builder having to comply with a State or Commonwealth law; or
- (c) work not starting within 45 working days after the contract is signed if the delay is not caused by the builder.

If (c) applies and the price rise is more than 5%, you may terminate the contract within 10 working days of receiving written notice of the increase – see later in this notice under “**Termination of contract**”. You can also choose to make a complaint to the Building Commissioner within this period.

### Varying the contract

#### 1. Steps to be followed

All changes to the building work to be carried out under a contract, including the cost of the change, must be put in writing and be dated and signed by both you and the builder or your respective representatives.

A copy must be given to you as soon as is possible after both you and the builder have signed, and before the start of the work that results from the change.

The builder must ensure that these steps are taken.

#### 2. Exceptions

Certain changes may be made without these steps being taken, namely –

- (a) changes resulting from directions given by a building surveyor or other person acting under written law;
- (b) changes arising from unforeseen circumstances (but this does not include unforeseen labour or material cost increases).

Note also the changes by way of price increase that are referred to above under the heading “**Contract price must be fixed**” and below under the heading “**Where approvals are delayed**”.

#### 3. Protection that you have as an owner

If any change referred to in paragraph (a) or (b) immediately above occurs, the builder must give you certain information in writing – see section 8(1), (2) and (3) of the Act. Note that, if you and the builder have a dispute about whether particular circumstances are “unforeseen circumstances” and you wish to make a complaint to the Building Commissioner, you must do so within 10 working days after this information is given to you.

### Where approvals are delayed

A contract is conditional on –

- (a) a building permit and the Water Corporation’s approval being obtained within 45 working days from the date of the contract; and
- (b) the written acceptance within that period by both you and the builder of any condition attached to the building permit or the Water Corporation approval that will vary the contract.

Note that contracts that are only for associated work (e.g. swimming pools, carports and landscaping) are not subject to these conditions.

Both you and the builder must do what you reasonably can to ensure that these conditions are met. If they are not met, the rights of the parties depend on whose fault it was that the condition was not met within the 45 day period.

#### Builder at Fault

Contract remains in force on the same terms and conditions unless you and the builder agree otherwise.

#### Owner at fault or neither or both parties at fault

Contract remains in force on the same terms and conditions until you and the builder agree otherwise but –

- (i) the builder may by written notice increase the contract price;
- (ii) if the increase exceeds 5% you may terminate the contract within 10 working days after receiving the notice provided you compensate the builder for all reasonable costs incurred up to the date of termination – see below under “**Termination of contract**”;
- (iii) you may, within 10 working days after receiving the notice, make a complaint about the matter to the Building Commissioner.

### Defects – making good

Any defect in work done or materials supplied under a contract must be made good by the builder if the builder is notified of the defect within 4 months (or a greater period if provided for in the contract) after practical completion of the building work.

However, you and the builder may agree in the contract that particular defects are excluded from this provision.

### Inspection

A builder must not prevent you (or a person authorised in writing to represent you) or your lending institution from inspecting the building work as allowed by the contract or by regulations under the Act. A contract cannot restrict inspections except by limiting them to normal working hours or forbidding inspections that would unreasonably impede or interfere with the building work.

### Termination of contract

In various places above it is stated that you can terminate the contract for a particular reason. To do this you must give notice in writing to the builder before the building work is finished.

If a contract is terminated, you may make a complaint to the Building Commissioner claiming financial adjustments between you and the builder.

### Disputes

#### 1. Contracts generally

You can make a complaint to the Building Commissioner under the *Building Services (Complaint Resolution and Administration) Act 2011* if there is a dispute between you and a builder about a contract that falls within the Act. Such a complaint to the Commissioner must be made within 3 years from when you became entitled to take legal action.

There are monetary limits on orders that can be made under that Act. The limits are \$100 000 if an order is made by the Building Commissioner and \$500 000 if the order is made by the State Administrative Tribunal following a referral by the Building Commissioner.

#### 2. Standard of services

You can make a complaint to the Building Commissioner under the *Building Services (Complaint Resolution and Administration) Act 2011* about certain building services not being carried out in a proper and proficient manner or being faulty or unsatisfactory.

Such a complaint to the Commissioner must be made within 6 years from the time the building service is completed. The building service is completed –

- (a) if the building service is carried out under a building permit, when a notice of cessation or a notice of completion in relation to the permit has been given to the relevant permit authority;
- (b) otherwise, on the date on which the building service was last carried out.

There are monetary limits on orders that can be made under that Act. The limits are \$100 000 if an order is made by the Building Commissioner and \$500 000 if the order is made by the State Administrative Tribunal following a referral by the Building Commissioner.

#### 3. Procedure

Before you make a complaint to the Building Commissioner about a contract that falls within this Act, written notice that you propose to make a complaint must be given to the other party together with a description of the remedy that you propose to seek and the evidence on which you propose to rely. You must provide a copy of that notice to the Building Commissioner at the time of making a complaint.

Advice on how to make a complaint to the Building Commissioner and related matters may be obtained from Building Commission staff or from the Building Commission’s website at [www.buildingcommission.wa.gov.au](http://www.buildingcommission.wa.gov.au).

# Western Australia Pre-Fabricated Homes Contract

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<b>OWNERS:</b>	SHIRE OF YALGOO - CEO IAN HOLLAND SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE
<b>JOB:</b>	22052
<b>LOT:</b>	53
<b>SITE:</b>	21 CAMPBELL STREET YALGOO WA 6635



**To verify your builder is a HIA member email [enquiry@hia.com.au](mailto:enquiry@hia.com.au)**

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(Form 45C)

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# Schedule of Particulars

## Item

### 1. Builder details

**NAME** MODULARIS PTY LTD TRADING AS MODULAR WA  
**ADDRESS** 31 CHALLENGE BOULEVARD  
**SUBURB** WANGARA **STATE** WA **POSTCODE** 6065  
**ABN** 42 610 173 316 **ACN** 610 173 316  
**WORK** 6454 0919  
**FAX**

**EMAIL** fiona@modularwa.com.au  
**BUILDER'S REGISTRATION NUMBER** 101630  
**HIA MEMBER NUMBER** 1173980

### 2. Owner details

#### Owner 1

**NAME** SHIRE OF YALGOO - CEO IAN HOLLAND  
**ADDRESS** 37 GIBBONS STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635  
**ABN** 74 086 787 099 **ACN**  
**WORK** 08 9962 8042 **HOME**  
**FAX** **MOBILE**

**EMAIL** ceo@yalgoo.wa.gov.au

#### Owner 2

**NAME** SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE  
**ADDRESS** 37 GIBBONS STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635  
**ABN** 74 086 787 099 **ACN**  
**WORK** **HOME**  
**FAX** **MOBILE**

**EMAIL** crgpayne@icloud.com

**OWNER'S AGENT (CLAUSE 27)**

### 3. The Works and the site

**THE WORKS** (Clause 1(a)) 2 x NEW SINGLE STOREY DWELLINGS

**CONSTRUCTION:** by Builder  
**TRANSPORTATION TO SITE:** by Builder  
**SITE WORKS:** by Owner

Builder Copy



**SITE ADDRESS** 21 CAMPBELL STREET  
**SUBURB** YALGOO **STATE** WA **POSTCODE** 6635

**TITLE PARTICULARS**  
**PORTION OF**  
**LOCATION**  
**AND BEING LOT** 53  
**ON** plan 223238  
**AND BEING THE WHOLE OF THE LAND COMPRISED IN**  
**CERTIFICATE OF TITLE** **VOLUME** 480 **FOLIO** 100

#### 4. **Finance** (Clause 3(c))

##### **Lender 1**

**AMOUNT OF FINANCE REQUIRED** \$365,522.00  
**PERIOD FOR APPROVAL** 30 working days from the date of this Contract  
**LENDER** CASH

#### 5. **Encumbrances on the site** (Clause 3(a)(ii))

NIL

#### 6. **Contract price** (Clause 6)

*The Contract Price is GST inclusive*

**PRICE EXCLUDING GST:** \$332,292.73  
**AMOUNT OF GST ON THE ABOVE** \$33,229.27  
**CONTRACT PRICE (INCLUDING GST)** \$365,522.00

#### 7. **Progress payments** (Clause 7(b))

##### **Progress Payments as follows**

A	B
<b>Deposit</b> (Not to exceed 6.5% of Contract Price (Clause 7(a)))	\$23,700.00
<b>Completion of wall and roof framing</b>	\$91,380.00
<b>Completion of internal wall linings</b>	\$91,380.00
<b>Completion of house on Builders premises</b>	\$91,380.00
<b>Practical Completion</b> (Clause 19)	\$67,682.00
<b>TOTAL</b>	\$365,522.00

#### 8. **Interest** (Clause 7(e)(i))

**INTEREST ON LATE PAYMENT:** 20.00%

Builder Copy

9. **Time to commence/complete works** (Clause 9)

(a) **TIME TO COMMENCE WORKS (CLAUSE 9(a)):** 30 working days

(b) **TIME TO COMPLETE WORKS (CLAUSE 9(b)):** 120 working days

from the date on which work commenced or should have commenced under Clause 9(a)

10. **Provisional sums and prime cost items** (Clause 11)

(a) **Provisional Sums - refer to Addenda to Specifications for details**

(b) **Prime Cost Items - refer to Addenda to Specifications for details**

11. **Additional percentage allowed** (Clauses 11 and 12)

**ADDITIONAL PERCENTAGE ALLOWED:** 30.00%

12. **Defects liability period** (Clause 14)

*(Not less than 4 months commencing on the day of Practical Completion)*

**PERIOD OF DEFECT LIABILITY:** 360 days

13. **Home indemnity insurance**

**AMOUNT OF PREMIUM FOR HOME INDEMNITY INSURANCE (INCLUDED IN THE CONTRACT PRICE):**  
\$3,254.42

14. **Storage rate**

**RATE FOR STORAGE UNDER CLAUSE 19(h):** \$500 per week

15. **Proof of receipt of documents**

I/We acknowledge receipt of a copy of the signed Contract Documents referred to in Clause 1(a) of the Contract on

and I/we have read and understood the Notice to the Home Owner referred to in Section 4(2) of the Home Building Contracts Act 1991 which is included in, but does not form part of, this Contract.

**Owner 1**

**NAME**

**SIGNATURE**

Signed for and on behalf of: SHIRE OF YALGOO - CEO IAN HOLLAND

Builder Copy

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**Owner 2**

**NAME**

**SIGNATURE** .....

Signed for and on behalf of: SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE

**Builder Copy**

16. **Signing of contract**

THIS CONTRACT IS DATED THE: .....

**Owner 1**

NAME

SIGNATURE .....  
Signed for and on behalf of:SHIRE OF YALGOO - CEO IAN HOLLAND

WITNESS'S SIGNATURE .....

WITNESS'S NAME AND ADDRESS  
Fiona Ryan  
.....  
.....  
.....

**Owner 2**

NAME

SIGNATURE .....  
Signed for and on behalf of:SHIRE OF YALGOO - SHIRE PRESIDENT GREGORY PAYNE

WITNESS'S SIGNATURE .....

WITNESS'S NAME AND ADDRESS  
Fiona Ryan  
.....  
.....  
.....

Builder Copy



Builder

Jason Sjoland

NAME

SIGNATURE .....

Signed for and on behalf of:MODULARIS PTY LTD TRADING AS MODULAR WA

WITNESS'S  
SIGNATURE .....

WITNESS'S NAME AND ADDRESS

Fiona Ryan

.....  
.....  
.....

Builder Copy



# General Conditions

## Important notice

Persons intending to use this form of contract should carefully read and examine the document before signing it to ensure that it contains all the terms, conditions and provisions of their agreement. If any person is unsure as to the nature of the document or its terms, conditions or provisions then they should seek legal advice from a solicitor before signing it.

The Builder named in Item 1 of the Schedule ("the Builder") HEREBY AGREES with the Owner named in Item 2 of the Schedule ("the Owner") as follows:

## 1. Agreement to build

- (a) The Builder agrees to build and complete for the Owner the building work described in Item 3 of the Schedule ("the Works") consisting of building the pre-fabricated dwelling, off-site at the Builder's Factory and, if indicated in Item 3 of the Schedule, transporting the pre-fabricated dwelling to the land and existing improvements described in Item 3 of the Schedule ("the Site") and placing the pre-fabricated dwelling upon the Site. The Builder shall carry out the Works in a proper and workmanlike manner and in accordance with the terms and conditions of this Contract and the Drawings and the Specifications, inclusive of all attached Addenda to Specifications, agreed between the parties and, for the purpose of identification, signed by each of them ("the Contract Documents") for the Contract Price. The Contract Documents signed by the parties shall constitute the entire contract between the parties.
- (b)
  - (i) Where there is a difference or inconsistency between the Contract Documents, they will be construed in the following order of precedence: any special conditions, Pre-fabricated Homes Contract, Addenda to Specifications, Drawings, Specifications.
  - (ii) Any difference between scaled dimensions and figures on the Drawings shall be resolved by using and applying the figures. Drawings to a larger scale shall take precedence over drawings to a smaller scale.
- (c) This Clause only applies where a home indemnity insurance policy is required for the Works under Part 3A of the Home Building Contracts Act 1991 ("Home Indemnity Insurance"). The Builder shall not perform any of the Works nor make any demand for payment under this Contract until the Builder has given the Owner a certificate in the approved form that evidences the taking out of a Home Indemnity Insurance Policy in respect of the Works. Item 13 of the Schedule sets out the premium anticipated to be paid by the Builder for the Home Indemnity Insurance. If the Builder is unable to obtain Home Indemnity Insurance from an insurer nominated by the Owner on terms and conditions acceptable to the Builder, the Builder may terminate this Contract by notice in writing to the Owner and the Owner shall pay to the Builder all costs paid or payable by the Builder for the purpose of obtaining a building permit up to the time of termination. If the Builder is unable to obtain Home Indemnity Insurance where no insurer has been nominated by the Owner, on terms and conditions acceptable to the

Builder Copy



Builder, then the Builder may terminate this Contract by notice in writing to the Owner and the Builder shall be liable for all costs paid or payable by the Builder for the purpose of obtaining the building permit up to the time of termination.

## 2. Necessary approvals

- (a) Subject to Clause 2(b), this Contract is conditional on the following occurring within FORTY FIVE (45) working days from the date of this Contract:
  - (i) a building permit under the Building Act 2011 being issued in respect of the Works;
  - (ii) where a condition is attached to the building permit which will result in a variation to this Contract, the Owner and the Builder acknowledging in writing that each of them accepts that condition;
  - (iii) it becoming lawful under the Water Act (as defined in Section 9(6) of the Home Building Contracts Act 1991) ("the Water Act") for the Works to be commenced; and
  - (iv) where a direction is given under the Water Act by the Water Corporation (established by the Water Corporation Act 1995) in connection with the carrying out of the Works which will result in a variation to this Contract, the Owner and the Builder acknowledging in writing that each of them accepts that condition.
- (b) A condition referred to in Clause 2(a) does not apply to this Contract:
  - (i) to the extent that the subject matter of the condition was completed before this Contract was entered into;
  - (ii) where the only work to be performed under this Contract is the construction or carrying out of associated work (as defined in Section 3(1) of the Home Building Contracts Act 1991) or any other work prescribed for the purpose of Section 9(5)(c) of that Act; or
  - (iii) where the Works consist only of the construction of the pre-fabricated dwelling.
- (c) The Builder shall:
  - (i) do all things that are reasonably necessary to be done to ensure any condition referred to in Clause 2(a)(i) and (iii) applicable to this Contract is fulfilled; and
  - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2(a)(ii) or (iv) that applies to this Contract.
- (d) The Owner shall:
  - (i) do all such things as may be required to be done by the Owner to ensure that any condition referred to in Clause 2(a)(i) and (iii) applicable to this Contract is fulfilled; and
  - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2(a)(ii) or (iv) that applies to this Contract.
- (e) If a condition referred to in Clause 2(a) and applicable to this Contract is not fulfilled the consequences to, and the rights and remedies of, the parties are set out in Clause 22.

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### 3. Owner's warranties and initial obligations

- (a) Except where the Works consist only of the construction of the pre-fabricated dwelling, the Owner warrants that:
  - (i) the Owner has title to and is entitled to build on the Site;
  - (ii) the Site is subject only to those encumbrances, restrictive covenants and easements detailed in Item 5 of the Schedule;
  - (iii) the Builder has adequate all-weather access to the Site, including a suitable access track, for the purposes of this Contract including the delivery of the pre-fabricated dwelling to the Site;
  - (iv) the existing pegs or fences adequately delineate the Site boundaries;
  - (v) the Site will support the Works;
  - (vi) power and water (under normal mains pressure) is available to the Site and the Works during the construction at the Owner's expense; and
  - (vii) the Owner will not delay the Builder in delivery of the pre-fabricated dwelling or material to the Site.
- (b) Where a home indemnity insurance policy is required for the Works under Part 3A of the Home Building Contracts Act 1991, the Owner authorises the Builder to apply for and take out Home Indemnity Insurance in respect of the Works.
- (c) Where the Owner is to obtain finance to pay the Contract Price as specified in Item 4 of the Schedule:
  - (i) the Owner shall give the Builder written evidence, to the Builder's satisfaction, that the Owner has obtained finance from a Lender as stated in Item 4 of the Schedule and that the Owner has directed the Lender to pay any amount being borrowed to pay the Contract Price directly to the Builder when such amount becomes payable under this Contract in accordance with Clause 7;
  - (ii) the Owner shall use best endeavours to obtain that finance; and
  - (iii) if the Owner does not satisfy this requirement within the period stated in Item 4 of the Schedule, either party may terminate this Contract immediately by notice in writing to the other.
- (d) The Owner shall give to the Builder written evidence, to the Builder's satisfaction, that the Owner has:
  - (i) the ability to pay the Contract Price in accordance with Clause 7 after taking into account any amount being borrowed from a Lender as provided under Clause 3(c);
  - (ii) title to the Site; and
  - (iii) sufficient finances or access to sufficient finances to pay the Contract Price or the instalments for progress payments in Item 7 of the Schedule when they fall due.
- (e) If the Owner does not give the written evidence required by Clause 3(d) within TEN (10) working days of the Builder giving the Owner notice in writing requiring such evidence, the Builder may by a further notice in writing terminate this Contract immediately.
- (f) If the Builder terminates this Contract under Clause 3(c) or (e) the Owner is to pay to the Builder the greater of:



- (i) the desposit; and
  - (ii) the reasonable price for the work done by the Builder, including, but not limited to, the cost of all materials purchased or ordered and which cannot be cancelled, to the date this Contract is terminated.
- (g) Unless the Builder has prepared or caused to be prepared the Contract Documents, the Owner warrants the same are accurate, free of error and consistent in every respect and do not infringe copyright, moral right, letters patent or registered design and the Owner shall indemnify the Builder against any action, claim, cost or expense arising from any breach of this warranty.
- (h) Subject to Clause 3(g) hereof and where the Contract Documents have not been prepared or caused to be prepared by the Builder, any discrepancy or error in the Contract Documents shall be dealt with in accordance with Clause 12(b) or (d).

## 4. Builder's duties

- (a) In addition to the requirements of Clause 2 the Builder shall obtain any permits or licences that are required for the performance of the Works pursuant to all statutes, codes, ordinances, rules, regulations, proclamations or orders of any officer or body lawfully empowered to make or issue the same.
- (b) The Builder shall comply with all relevant statutes, regulations and local laws and any lawful orders or directions made thereunder which relate to the Works and shall indemnify the Owner from and against all moneys payable thereunder and for moneys payable for any breach thereof provided that the Builder shall not be liable to indemnify the Owner for any breach caused by third parties other than the Builder or the Builder's agent.
- (c) If a variation of the Contract Documents or Works is necessary to enable the Builder to comply with Clause 4(a) and (b) it shall be dealt with in accordance with Clause 12(b) or (d).

## 5. Site conditions

- (a) **Site Boundaries**  
If the Builder has any reasonable doubt as to the accuracy or true position of the boundaries of the Site and considers that it is necessary to engage a licensed surveyor to survey and adequately peg or delineate the Site, then this shall be dealt with in accordance with Clause 12(b) or (d).
- (b) **Structural Support**  
If, at any time, the Builder becomes aware, based upon reasonable grounds, that the Site may not support the Works and considers it necessary to engage a practising structural engineer to inspect and certify that the Site is capable of supporting the Works as proposed, then this additional cost shall be dealt with in accordance with Clause 12(b) or (d).
- (c) **Excessive Structural Costs**  
If the practising structural engineer's inspection and certification shows that additional structural support will be incurred then these additional costs shall be dealt with in accordance with Clause 12(b) or (d) except that where the additional costs to be incurred exceed 5% of the Contract Price, the Owner may by notice in writing terminate this Contract.

- (d) **Hard Digging or Other Unforeseen Requirements**  
Unless otherwise specified in the Contract Documents, digging requiring the use of pick, axe, crowbar, blasting or machinery and the removal of rock, soil, dewatering, pile and keel to sewer lines and consequent restoration and drainage of the Site or other such unforeseen requirements have not been allowed for in this Contract and shall be dealt with in accordance with Clause 12(b) or (d).
- (e) **Power and Water Not Available**  
In the event that power and water are not available the Builder's reasonable costs and expenses incurred due to power and water not being so available, shall be dealt with in accordance with Clause 12(b) or (d).
- (f) **Record of Site Condition**  
Before the Owner gives the Builder possession of the Site, the Owner shall inspect the Site together with the Builder, who shall prepare a record of the Site and any visible defects to the Site, which shall be signed by both parties.
- (g) **Clause 5(a) to 5(f) inclusive do not apply where the Works consist only of the construction of the pre-fabricated dwelling.**

## 6. The contract price

- (a) The price for the Works shall be the amount set out in Item 6 of the Schedule which shall be subject to the adjustments and variations provided for in this Contract. The price so adjusted or varied shall hereinafter be called the "Contract Price".
- (b) If there is a delay in the commencement of the Works beyond the period of FORTY-FIVE (45) working days after the date of this Contract being a delay:
  - (i) that is caused solely by the failure of the Owner to comply with a condition imposed on the Owner by this Contract, including the provisions of Clause 3(c) or (d); or
  - (ii) that occurs without any failure on the part of either the Owner or the Builder to comply with his or her obligations under this Contract,then the consequences to, and the rights and remedies of, the parties are set out in Clause 22(d) and (e).
- (c) If further costs are actually imposed on or incurred by the Builder as a direct consequence of a written law of the State of Western Australia or the Commonwealth of Australia or on account of an increase in any tax, duty or other charge imposed under any such law after the date of this Contract then the Builder shall be entitled to increase the Contract Price to reflect such further costs. The Builder shall notify the Owner in writing of such further costs and specify to the Owner when such further costs are payable.

## 7. Deposit, progress payments and other payments

- (a) The Owner shall pay to the Builder the deposit set out in Item 7 of the Schedule immediately on signing this Contract or, where Home Indemnity Insurance is required, the later of the day that this Contract is signed and the day that the Owner is given a certificate that evidences the taking out of Home Indemnity Insurance.

- (b) Within TEN (10) working days of the Builder giving the Owner a notice that any of the Works described in Column 'A' of Item 7 of the Schedule have been completed, the Owner shall pay to the Builder that portion of the Contract Price mentioned opposite such Works in Column 'B' of Item 7 having taken into account any adjustments in accordance with Clause 11 and 12. Property in that part of the Works listed in Column 'A' of Item 7 passes absolutely to the Owner on the Builder's receipt of payment of that part of the Contract Price mentioned opposite such Works in Column 'B' of Item 7 having taken account of any adjustments in accordance with Clause 11 and 12 notwithstanding that the materials or the pre-fabricated dwelling are not placed on or affixed to the Site.
- (c) Where finance for the Works is being provided by a Lender, the Owner, on the signing of this Contract, shall authorise and direct the Lender to make progress payments in accordance with Clause 7(b).
- (d) Other than in relation to the final payment, a progress payment is on account only and the Owner has no right of set-off.
- (e) If the Owner does not pay any amount owing to the Builder by the due date for payment:
  - (i) the Owner must pay interest for late payment at the rate set out in Item 8 of the Schedule on such amount that is unpaid from time to time; and
  - (ii) the Builder may, until payment is received in full, elect either to:
    - (A) suspend the carrying out of the Works; or
    - (B) continue carrying out the Works and, if payment is not received in full by the time the pre-fabricated dwelling can be moved, suspend the carrying out of the Works and transport the pre-fabricated dwelling to another place for storage while the carrying out of the Works is suspended. In addition to any other costs and expenses, the Owner shall pay on demand all reasonable transport and storage costs and expenses incurred in the transport of the pre-fabricated dwelling to the other place and back to the Builder's Factory for the Works to recommence.
- (f) From time to time, if requested by the Builder, the Owner shall give to the Builder written evidence, to the Builder's satisfaction, that the Owner has the ability to pay the balance of the Contract Price in accordance with this Clause 7.

## 8. Security

The Owner hereby charges the land constituting the Site with the due payments to the Builder of all moneys that will or may become payable hereunder and irrevocably authorises and consents to the Builder lodging an absolute caveat in respect of the Site to protect the Builder's interests herein. This clause does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

## 9. Time for performance

- (a) Subject to this Contract the Builder shall commence the Works within the number of working days specified in Item 9(a) of the Schedule or as soon thereafter as may be reasonably practicable calculated from the latest of the following dates:
  - (i) on which the Owner shall have complied with the conditions referred to in Clause 2;

- (ii) on which the Owner satisfied all requirements under Clause 3(c), if applicable, and Clause 3(d);
- (iii) on which the Builder is satisfied that the boundaries of the Site have been adequately delineated;
- (iv) on which the Builder is satisfied that both an adequate water supply and an adequate power supply for the carrying out of the Works are available to the Site;
- (v) on which the Builder has received approval from all relevant authorities.

Sub-clauses (iii), (iv) and (v) do not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (b) Subject to this Contract the Builder shall complete the Works (bring the Works to Practical Completion - Clause 19(a)) by the time specified in Item 9(b) of the Schedule. The Builder is entitled to an extension to the time for completion of the Works due to delay from a cause beyond the Builder's sole control including:
- (i) any of the following events which affect directly or indirectly access to or the condition of the Site or the Works or any person engaged on or material employed in or to be employed in or in relation to the Works, namely: acts of God, fire, explosion, earthquake, civil commotion, theft or acts of vandalism, flooding, inclement weather, strikes, industrial action, lockouts or holidays granted in accordance with industrial awards, vehicle accidents, unavailability of labour, vehicles or equipment or permits required;
  - (ii) any alterations to the Works;
  - (iii) any instruction or delay in instruction by or any omission of the Owner;
  - (iv) any deliberate and substantial prevention of or interference with the Works or the progress thereof caused by the Owner;
  - (v) any delay in the supplies of materials or transport or labour;
  - (vi) any dispute with or proceeding being taken or threatened by adjoining or neighbouring owners concerning the continuation or variation of delivery to or completion of the Works upon the Site;
  - (vii) any cessation of work pursuant to Clause 7(e)(ii);
  - (viii) any delay caused by the Owner providing materials, goods or work;
  - (ix) any delay in the commencement of or continuance with the Works, caused by or resulting from an order or directive of a relevant authority or proceeding before the Building Commissioner or State Administrative Tribunal, a mediator, an arbitrator or a Court;
  - (x) any delay caused by proper investigation of any of the above by the Builder or the Owner;
  - (xi) a delay in the availability of, or permission for, the loading or carrying of the pre-fabricated dwelling or any part of the pre-fabricated dwelling from the Builder's Factory to the Site; or
  - (xii) any delay by any supplier of materials or transport.
- (c) The Builder shall give to the Owner a notice of any extension of time to which the Builder is entitled within TWENTY (20) working days of the Builder being aware of both the cause and the extent of the delay.

## 10. Possession of the Site

- (a) The Builder shall be given exclusive possession of the Site and shall be entitled to remain in possession until the Contract Price has been paid in full by the Owner. This Clause 10(a) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.
- (b) The Owner or an authorised person as defined in Section 26(3) of the Home Building Contracts Act 1991 shall be given access to the Builder's Factory and to the Site to carry out the relevant inspections, provided that such inspections are made during the Builder's normal working hours and such inspections do not unreasonably impede or interfere with the Works.
- (c) Neither the Owner nor any person acting on the Owner's behalf shall give or be entitled to give at any time, directions to the Builder's tradepersons or subcontractors on the Site or elsewhere relating to the Works.
- (d) After Practical Completion the Builder shall be entitled to reasonable access to the Site to complete the Builder's obligations under Clause 14.

## 11. Provisional Sums and Prime Cost Items

- (a) Where Provisional Sums or Prime Cost Items are included in the Contract Price, the Owner shall, within FIVE (5) working days of receiving a request from the Builder, supply to the Builder in writing, all necessary directions and selections regarding the work or goods comprised in any Provisional Sums and Prime Cost Items.
- (b) Provisional Sums stated in Item 10(a) of the Schedule or detailed in the Contract Documents include:
  - (i) the price for materials, subcontractor charges and, where included in the Works, delivery to the Site and installation; and
  - (ii) an additional amount being that percentage set out in Item 11 of the Schedule applied to that price for the Builder's supervision, overhead and profit.
- (c) The Prime Cost Item amounts stated in Item 10(b) of the Schedule or detailed in the Contract Documents, exclude the following things which are included in the Contract Price: costs of delivery to the Site, installation and fixing (where those things form part of the Works), supervision, overhead and profit.
- (d) Upon completion of the work the subject of a Provisional Sum or on installation of an item the subject of a Prime Cost Item, or at the next progress payment notice, the Builder must provide the Owner with an itemised statement of the price for the work or the items, calculated in accordance with the provisions of Clause 11(b) and (c) hereof, and the Contract Price will be adjusted accordingly and paid in accordance with Clause 7.

## 12. Variations

- (a) If the Owner wishes to make any variation to the Works or the Contract Documents the Owner or the Owner's agent shall give the Builder a written request for such variation. The Builder may decline to agree to the variation requested but in the event that the Builder is prepared to agree to the variation:

- (i) the Builder shall prepare and give to the Owner or the Owner's agent a variation document setting out the terms of, and the cost to be incurred on account of, the variation;
  - (ii) the Owner or the Owner's agent shall sign and return the variation document to the Builder;
  - (iii) the Builder or the Builder's agent shall sign and insert in the variation document the date that he signs it and forward a signed copy to the Owner or the Owner's agent as soon as is reasonably practicable thereafter and before the work to which the variation relates is commenced; and
  - (iv) the variation shall be carried out as if it were part of the Works under the Contract.
- (b) The Builder shall be entitled to vary all or any of the Works or Contract Documents made necessary by:
  - (i) any written direction lawfully given by a building surveyor or other person acting under a written law;
  - (ii) circumstances that could not reasonably have been foreseen by the Builder at the time when this Contract was entered into if the Builder gives to the Owner, within the time specified in Clause 12(c), a statement setting out the reason for, and the cost to be incurred on account of, the variation and a copy of any direction referred to in Clause 12(b)(i) PROVIDED THAT Clause 12(b)(ii) shall not enable the Builder to make any variation by reason only of an increase in the costs of labour (including related overhead expenses) or materials or both, to be incurred by the Builder.

PROVIDED ALSO THAT where an Owner is given a statement by the Builder for the purposes of Clause 12(b)(ii) and the Owner considers the variation is not one to which Clause 12(b)(ii) applies then the Owner may make an application to the Building Commissioner or State Administrative Tribunal for relief under Section 17 of the Home Building Contracts Act 1991 within TEN (10) working days of being given the statement.
- (c) The Builder shall give the statement referred to in Clause 12(b)(ii) to the Owner within TEN (10) working days after the Builder:
  - (i) received notice of the direction under Clause 12(b)(i); or
  - (ii) became aware or should reasonably have become aware, of the circumstances referred to in Clause 12(b)(ii) as the case may be.
- (d) If any variation to the Works or the Contract Documents is required pursuant to Clause 3(d), 4(c), 5(a) - (e) or 21 but not as a result of a direction under Clause 12(b)(i) or the circumstances referred to in Clause 12(b)(ii) then the Builder shall prepare and give to the Owner a variation document setting out the terms of and the cost to be incurred on account of the variation so required and;
  - (i) if the Owner signs and returns the variation document to the Builder then the provisions of Clause 12(a)(iii) and (iv) shall also apply to the variation; or
  - (ii) if the Owner does not sign and return the variation document to the Builder within FIVE (5) working days of being given the variation document then the Builder shall be entitled to either carry out the work required but without any adjustment to the Contract Price or to terminate this Contract pursuant to Clause 16(g).



- (e) The price of a variation is, unless previously agreed in writing:
  - (i) if the amount is additional to the Contract Price, the reasonable price for the variation, including an amount for the Builder's margin being that percentage of such costs as set forth in Item 11 of the Schedule, and it shall be added to the Contract Price, and unless previously paid, shall be added to the next progress payment due after the execution of such work; or
  - (ii) if the amount results in a deduction from the Contract Price, the reasonable price for the variation and it shall not include any amount for the Builder's margin and such decrease shall be deducted from the final payment hereunder.
- (f) The Owner shall obtain the consent of his or her Lender (if any) prior to requesting or authorising the Builder to carry out extra work or to vary the Works in any way.
- (g) The Builder may, at any time prior to the commencement of any building work that is to be performed by way of a variation pursuant to the provisions of this Contract, by notice in writing require the Owner to satisfy the Builder that the Owner is able to pay the cost to be incurred on account of the variation by production of evidence in writing and if the Owner shall fail to do so within TEN (10) working days of the receipt of such notice the Builder may terminate this Contract immediately by notice in writing given to the Owner within a further TEN (10) working days.
- (h) If the Builder is unable to obtain any materials or items selected by the Owner after the date of the Contract as and when the Builder shall require them, the Owner shall immediately, upon request from the Builder, select alternative available materials or items. Any delay or additional costs (including freight and transport insurance) in obtaining the same shall be dealt with in accordance with Clause 12(b) or (d). In the event that the Owner declines to select alternative available materials or items the Builder may terminate this Contract on giving TEN (10) working days notice to the Owner that unless alternative available materials are selected the Contract is terminated in accordance with Clause 16.
- (i) Where delivery of the pre-fabricated dwelling to the Site forms part of the Works, the Owner may request the Builder to delay the delivery to the Site of all or part of the pre-fabricated dwelling. The Builder is not obliged to agree to the Owner's request. If the Builder does agree to the Owner's request the Owner is liable to the Builder for reasonable storage charges for the pre-fabricated dwelling.

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## 13. Insurance

- (a) The Builder shall obtain insurance where required under Part 3A of the Home Building Contracts Act 1991 in accordance with that Part or for so much of the following as forms part of the Works:
  - (i) the construction of the pre-fabricated dwelling;
  - (ii) the placing of the pre-fabricated dwelling on the Site including siting, stumping and any other work in connection with that placement; and
  - (iii) any building work to the pre-fabricated dwelling after placement on the Site.



**WARNING TO PARTIES:** INSURANCE REQUIRED UNDER THE HOME BUILDING CONTRACTS ACT 1991 MAY NOT COVER ALL OF THE WORK TO BE CARRIED OUT UNDER THIS CONTRACT.

- (b) In addition to any insurance cover which the Builder is obliged to obtain for the Works under Part 3A of the Home Building Contracts Act 1991:
- (i) The Builder shall in the joint names of the Builder and the Owner and the Owner's Lender (if any) insure against damage, loss or theft to the full value under this Contract (plus the requisite amount to cover architects', engineers', quantity surveyors' and consultants' fees) of all works executed and materials and goods forming, or to form, part of the Works at the Builder's Factory or the Site whether fixed or unfixed except for goods belonging to a third party and shall keep such work, materials and goods insured until the Works are delivered up to the Owner upon Practical Completion notwithstanding any transfer of ownership under Clause 7(b) and upon request deliver to the Owner evidence of such insurance and such insurance shall be against all liability, loss, action, claim or proceedings in respect of fire, explosion, earthquake, flood, lightning, storm and tempest, rioting, civil commotion and the negligent or wilful act of any third party. Should the Builder fail to take out such insurance the Owner may insure the Works as aforesaid and the premiums paid by the Owner in relation thereto shall be deducted from the Contract Price. Upon settlement of any claim under a policy as aforesaid the Builder shall rebuild or repair the Works and replace or repair the materials or goods destroyed, lost or taken within a reasonable time of such settlement.
  - (ii) The Builder shall insure against any liability, loss or damage, claim, demand or proceedings whatsoever arising out of or connected with or in any way due to the following namely:
    - (A) any personal injury to or death of any person arising out of or in connection with or in the course of the Works, other than due to the negligent act or omission by the Owner or any person for whom the Owner may be responsible;
    - (B) any injury or damage whatsoever to any property real or personal which may be occasioned by or arise out of the performance of the Works and which is due to any negligence of the Builder, his or her employees, agents or sub-contractors.
  - (iii) The Builder shall insure against statutory and common law liability for death of or injury to any persons employed by the Builder, as required by any legislation relating to compensation for injured workers. The Builder shall also ensure that all sub-contractors have similarly insured all persons employed by them.
  - (iv) The Owner is responsible for and undertakes to adequately insure against damage (including damage occurring in the course of delivering the pre-fabricated dwelling to the Site and placing it on the Site), loss or theft of:
    - (A) any buildings or structures which are on the Site when the Owner gives the Builder possession of the Site; and
    - (B) anything else on the Site which has not been supplied by the Builder (for example, materials supplied by the Owner) or work that has not been done by the Builder.
- The Owner shall provide proof of such insurance to the Builder upon the Builder's request.

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This sub-clause 13(b)(iv) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

## 14. Defects liability period

- (a) Subject to Clause 14(c) and (d), the Builder shall make good at the cost of the Builder as soon as is reasonably practicable defects in the Works notified in writing to the Builder within the period specified in Item 12 of the Schedule. The term "Practical Completion" in Item 12 of the Schedule has the same meaning as Clause 19(a).
- (b) In Clause 14(a) "defect" means a failure to:
  - (i) perform the works in a proper and workmanlike manner and in accordance with this Contract; or
  - (ii) supply materials that are of merchantable quality and reasonably fit for the purpose for which the Owner required the Works to be performed,not being a failure for which the Builder is specifically declared by this Contract to be not liable.
- (c) The Builder's liability under Clause 14(a) shall be reduced to the extent of any exemptions made from time to time for the purpose of Section 11(3) of the Home Building Contracts Act 1991.
- (d) The Builder shall not be liable to remedy any damage or rectify any defects to the Works arising from any work carried out on the Site by the Owner or the Owner's servants or agents at any time.
- (e) Where the Works consist only of the construction of the pre-fabricated dwelling, the Builder shall not be liable to remedy any damage to, or rectify any defects in the Works arising from the transportation of the pre-fabricated dwelling to the Site or the placing of the pre-fabricated dwelling on the Site.

## 15. Early termination of contract

- (a) In addition to their respective rights and remedies contained herein at law or in equity the Builder may terminate this Contract in any of the events mentioned in Clause 16 hereof and the Owner may terminate this Contract in any of the events mentioned in Clause 17 hereof.
- (b) Except as provided herein neither party shall be at liberty to terminate this Contract or exercise or enforce any other right or remedy in relation hereto whether pursuant to this Contract or at law or in equity without first giving to the other party a notice in writing specifying the matter complained of and requesting that other party to remedy it within TEN (10) working days of the service of such notice. If such notice is given and the other party fails within such period to remedy the matter complained of then the party giving such notice may terminate this Contract immediately by giving a separate notice to that effect.
- (c) On such termination, subject to any agreement to the contrary or to any determination made pursuant to Clause 18, if the Builder has commenced the Works then the Builder is entitled to be paid the price of all work done by the Builder. The amount to be paid shall:
  - (i) include all reasonable costs incurred by the Builder and an amount for the Builder's margin being that percentage of the cost of such work (including all costs) as set forth in Item 11 of the Schedule;

(ii) have proper allowances made for all payments on account of the Contract Price already made by the Owner to the Builder.

The Builder may claim interest at the rate specified in Item 8 of the Schedule hereto on the outstanding balance of the moneys found to be due and payable from and after the expiration of FIVE (5) working days from the date of such termination of contract until full payment of the balance moneys is received by the Builder.

- (d) The provisions of Clause 15(b) and (c) do not apply to a termination of this Contract pursuant to Clause 16(h) and 17(d) or pursuant to the provisions of Sections 4(5), 10(4) or 14(3) or Schedule 1 of the Home Building Contracts Act 1991. In such cases this Contract may be terminated in accordance with the provisions of Section 19 of that Act and the Owner or the Builder may apply to the Building Commissioner or State Administrative Tribunal pursuant to the provisions of Section 20 of that Act for repayment of any consideration given by the Owner under this Contract or for payment to the Builder in respect of any materials supplied or any home building work or other services performed or any costs, including overhead expenses and loss of profit, incurred by the Builder under or in relation to this Contract.

## 16. Events allowing Builder to terminate

The Builder may, in addition to any other rights under this Contract, terminate this Contract in any one of the following events:

- (a) Substantial damage to or interference with the Works or delays to the Works or access thereto by any cause beyond the control of the Builder including (but without limiting in any way the generality thereof) water, flood, fire, storm, tempest, rioting, earthquake, civil commotion or industrial action.
- (b) Any substantial breach of the Contract by the Owner.
- (c) If the Owner shall make any assignment for the benefit of or enter into any arrangement or composition with the Owner's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or have a Receiver appointed or commit an act of bankruptcy or if a sequestration order is made against the Owner's estate.
- (d) Any deliberate and substantial prevention of or interference with the Works or progress thereof caused by the Owner.
- (e) Subject to Clause 18 of this Contract, any failure by the Owner for TEN (10) working days after the due date thereof to pay any part of the Contract Price.
- (f) The entry into possession of the Works by the Owner prior to Practical Completion or without the Builder's consent.
- (g) If the Owner fails to sign and return a variation document to the Builder given to the Owner by the Builder pursuant to Clause 12(d) within the period referred to in Clause 12(d).
- (h) If the circumstances specified in Clause 22(b) or (c) occur.
- (i) If the Owner does not give the Builder satisfactory written evidence of ability to pay the balance of the Contract Price in accordance with Clause 7(f).
- (j) If the Owner fails to select alternative available materials or items in accordance with Clause 12(h).
- (k) If the Owner does not, within TEN (10) working days after executing this contract, provide all weather access to the Site in accordance with Clause 3 (a)(iii) or contract with the Builder to provide such access.

## 17. Events allowing Owner to terminate

The Owner may, in addition to any other rights under this Contract, terminate this Contract in any of the following events:

- (a) Any substantial breach of this Contract by the Builder.
- (b) If the Builder shall make an assignment for the benefit of or enter into any composition with the Builder's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or commit an act of bankruptcy or have a Receiver appointed or if a sequestration order is made against the Builder's estate.
- (c) If the Builder shall without reasonable cause wholly suspend the Works before Practical Completion.
- (d) If the circumstances specified in Clause 22(b), (c) or (d)(ii) occur.

## 18. Disputes

- (a) If any dispute, disagreement or difference arises between the Owner and the Builder at any time relating to this Contract then subject to the rights of either party (or their successors) to apply to the Building Commissioner or State Administrative Tribunal or any other relevant Statutory Authority, either party shall give to the other notice of such dispute, disagreement or difference and at the expiration of FIVE (5) working days thereafter and in the absence of any settlement the same shall be referred to:
  - (i) a single mediator appointed by mutual consent; or
  - (ii) a single arbitrator appointed by mutual consent; or
  - (iii) in the event that neither (i) nor (ii) are satisfied within FIVE (5) working days, or mediation is not successful, a single arbitrator shall be appointed by the President or his or her nominee of Housing Industry Association Limited (Western Australian Region) provided that such arbitrator shall be a graded arbitrator approved by the Institute of Arbitrators and Mediators Australia, Western Australian Chapter.
- (b) The conduct of the Arbitrator shall be in accordance with and subject to the provisions of the Commercial Arbitration Act 1985 and the decision of the single arbitrator appointed shall be final. The rights and obligations of the parties under this Contract shall be modified only to the extent made necessary by such arbitration.
- (c) This Contract and the parties' rights and obligations under this Contract shall in all respects be governed by the laws of the State of Western Australia and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the Courts of the said State.

## 19. Practical completion

- (a) 'Practical Completion' means when the Works are completed except for any omissions or defects which do not prevent the Works from being reasonably capable of being used for its intended purpose.
- (b) The Builder shall notify the Owner when the Builder considers that Practical Completion has occurred and within FIVE (5) working days the Owner and the Builder or his or her representative shall meet at the Works to carry out a pre-handover inspection. If said pre-handover inspection does not occur the Contract shall be dealt with pursuant to Clause 18 hereof.

- (c) During the pre-handover inspection the parties shall agree to a list of items which require completion or rectification or give notice to the other party within FIVE (5) working days under Clause 18 hereof.
- (d) The final payment shall be due within TEN (10) working days after Practical Completion and upon payment thereof the Builder shall hand the keys to the Works to the Owner or to such persons as the Owner may direct and on acceptance of the keys the Owner shall be deemed to have entered into possession of the Works and to have acknowledged that the Works have been completed by the Builder in accordance with this Contract and the Builder shall thereupon be relieved and discharged from all responsibilities under this Contract other than the Builder's obligations pursuant to Clauses 14 and 19(c).
- (e) If, without the prior written consent of the Builder, the Owner shall take possession of the Site, permit work outside this Contract or provide materials, goods or work to the Site before the Builder gives possession to the Owner under Clause 19(d), the Owner commits a substantial breach of this Contract entitling the Builder to elect to either:
  - (i) treat the Owner's actions as a repudiation of this Contract and accept that repudiation; or
  - (ii) suspend the Building works and/or give the Owner a notice to remedy breach.

This Clause 19(e) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (f) If the Owner denies access to the Builder or takes possession of the Works prior to the issue by the Builder of a Notice of Practical Completion and without prior written consent of the Builder, the Date of Practical Completion shall be the day such possession is taken.
- (g) The Works shall be at the risk of the Owner from the date the Owner takes or is entitled to possession, whichever is earlier.
- (h) Where the Works consist only of the construction of the pre-fabricated dwelling, the Owner must cause the Works to be removed from the Builder's Factory as soon as practicable, and in any event not more than FIVE (5) working days, after final payment. If the Owner fails to remove the Works in accordance with this clause, the Builder may store the Works at the Builder's Factory or remove the Works from the Builder's Factory and store them elsewhere and give the Owner notice of where the Works are stored. Any costs incurred by the Builder in connection with removing or storing the Works (or both) shall be a debt due and payable from the Owner to the Builder. If a rate for the determination of such costs is specified in Item 14 of the Schedule hereto, the amount due and payable shall be calculated in accordance with that rate. Otherwise, the amount shall be the actual costs incurred by the Builder.

**WARNING TO PARTIES:** IF THE OWNER DOES NOT REMOVE THE WORKS FROM THE BUILDER'S FACTORY, THE BUILDER MAY HAVE THE RIGHT TO GIVE NOTICE AND TAKE ACTION TO DISPOSE OF THE WORKS UNDER THE DISPOSAL OF UNCOLLECTED GOODS ACT 1970.

- (i) The Owner indemnifies the Builder against all liabilities, costs, charges, losses, expenses or fees that the Builder may suffer or incur arising from the Owner's breach of Clause 19. Nothing in this Clause 19 affects the Builder's obligations pursuant to Clause 14 or prejudices either party from having a dispute determined or any rights either party may have under the Home Building Contracts Act or other legislation.

## 20. Notices

- Any claim, notice or communication given to any party under this Contract:
- (a) must be in writing signed by the Builder or Owner; and
  - (b) must be:
    - (i) hand delivered or sent by prepaid post to the address of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other address as may be notified by such party to the other in accordance with this clause); or
    - (ii) sent by facsimile to the facsimile number of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other facsimile number as may be notified by such party to the other in accordance with this clause); or
    - (iii) subject to paragraph (e) sent by email to the email address of the party receiving the notice as set out in Item 1 or 2 of the Schedule (or such other email address as may be notified by such party to the other in accordance with this clause);
  - (c) subject to paragraph (d), is taken to be received:
    - (i) in the case of hand delivery, on the date of delivery;
    - (ii) in the case of post, on the third working day after posting; and
    - (iii) in the case of facsimile, on the date of transmission;
    - (iv) in the case of email, upon an apparently successful transmission being noted by the sender's internet service provider or on receipt by the sender of a confirmation that an email notification has been received by the intended recipient.
  - (d) if received after 5.00pm or on a day other than a working day, is taken to be received on the next working day.
  - (e) the parties agree that notices under Clauses 15 to 17 (inclusive) may not be sent by email.
  - (f) notwithstanding this clause, any variations to the Works and/or Contract Documents shall be made in accordance with Clause 12.

## 21. Supply of materials and unfixed materials on Site

- (a) Unless otherwise agreed in writing, the Owner must not provide any materials, goods or work before the Builder hands possession of the Site back to the Owner or, where the Works consist only of the construction of the pre-fabricated dwelling, before the Owner has removed the Works from the Builder's Factory in accordance with Clause 19(h).
- (b) If the Builder agrees in writing to the Owner providing materials, goods or work to the Builder's Factory or to the Site, the materials, goods or work to be provided by the Owner shall be:
  - (i) suitable for inclusion into the Works;
  - (ii) supplied or completed in the time required by the Builder;
  - (iii) new unless otherwise specified; and
  - (iv) completed to the Builder's satisfaction.
- (c) Notwithstanding Clause 21(d) and 21(e), the Builder is not responsible for the performance and suitability of materials, goods or work provided by the Owner.



- (d) The Builder may reject any item or material supplied by the Owner, if the Builder believes that item or material to be defective, and the Builder may require the replacement or correction of that item or material.
- (e) The Builder may reject any work carried out by or on behalf of the Owner and require that the Owner or the Owner's contractor replaces, corrects or removes the defective work.
- (f) Notwithstanding Clause 13, all work carried out by the Owner or the Owner's contractors on the Site are at the risk of the Owner and the Owner shall insure that work against damage, loss or theft until the Owner takes possession of the Works.
- (g) The Owner indemnifies the Builder against all loss, cost, damage or expense that the Builder may suffer or incur in connection with the work done by the Owner or the Owner's contractors or materials or goods supplied by the Owner being in breach of this Clause.
- (h) If the Owner carries out or causes to be carried out other work on the Site while the Works are being carried out then the Owner shall ensure that the Owner's contractors:
  - (i) do not interfere with the progress of the Works;
  - (ii) hold and maintain the same insurance coverage as the Builder is required to hold and maintain under this Contract in relation to their works;
  - (iii) hold an appropriate permit to carry out the work;
  - (iv) observe all relevant occupational health and safety laws and the requirements of the Builder in regard to occupational health and safety;
  - (v) obey all directions issued by the Builder regarding the coordination and timing of their works on the Site;
  - (vi) co-operate with all of the other workers and contractors on the Site.

This Clause 21(h) does not apply where the Works consist only of the construction of the pre-fabricated dwelling.

- (i) When the Owner or the Owner's contractors commence any works on the Site the Owner is deemed to have accepted the base work as satisfactory unless a competent builder who had examined and inspected the base work would not have detected or anticipated the unsatisfactory base work. The base work is the Site conditions, including work carried out by the Builder in, on or over which the work of the Owner or the Owner's contractors is to be carried out.
- (j) The Owner shall, on request, give the Builder evidence of all permits and insurances referred to under Clause 21(h).
- (k) If the Owner, or the Owner's contractor, does not observe all of the requirements in Clause 21(h) and 21(i) the Builder may exclude or direct the Owner or the Owner's contractor to leave the Site.
- (l) If the Owner breaches this Clause 21, it is a substantial breach of this Contract and the Builder may:
  - (i) carry out the Works without incorporating such materials, goods or work;
  - (ii) do either or both of the following:
    - a. suspend the carrying out of the Works by giving the Owner a written notice to that effect until the Owner has remedied that breach;
    - b. end this Contract under Clause 16.

## 22. Consequences of non-fulfilment of conditions

- (a) If any condition set out in Clause 2(a) is not fulfilled solely because the Builder has failed to comply with the Builder's obligations under Clause 2 (c), this Contract is not affected but remains in force on the same terms and conditions except as otherwise agreed between the parties.
- (b) If any condition set out in Clause 2(a) is not fulfilled solely because the Owner has failed to comply with the Owner's obligations under Clause 2(d) this Contract remains in force on the same terms and conditions until the parties agree otherwise but subject to the provisions of Clause 22(d).
- (c) If any condition set out in Clause 2(a) is not fulfilled and both the Owner and the Builder have, or neither the Owner nor the Builder has, failed to comply with their respective obligations under Clause 2(c) and (d), this Contract remains in force on the same terms and conditions until the parties agree otherwise but subject to the provisions of Clause 22(d).
- (d) Where Clause 22(b) or (c) or Clause 6(b) applies:
  - (i) the Builder may by notice in writing to the Owner:
    - a. increase the Contract Price by an amount set out in the notice; and
    - b. specify when any increased amount is payable, which must be either:
      - 1) not later than TEN (10) working days after the notice is given; or
      - 2) at the time of the next progress payment.
  - (ii) if the amount of an increase exceeds FIVE (5)% of the Contract Price, the Owner may terminate this Contract in accordance with Clause 17 within TEN (10) working days after receipt of a notice under paragraph (i) of this sub-clause; and
  - (iii) if the Owner so terminates this Contract, the Owner is liable to compensate the Builder for reasonable costs inclusive of supervision, overhead and margin incurred by the Builder up to the date of termination.
- (e) If the Owner considers that the amount of a price increase notified under Clause 22(d)(i) is excessive or unjustified the Owner may apply to the Building Commissioner or State Administrative Tribunal, within TEN (10) working days after receipt of a notice under that Clause, for a review of that amount and on a review under this sub-clause:
  - (i) the Builder is required to show that the price has been increased to reflect actual increases in costs inclusive of supervision, overhead and margin between the date of this Contract and the date of the notice under Clause 22(d)(i); and
  - (ii) the Building Commissioner or State Administrative Tribunal may confirm, vary or disallow the amount of the price increase, and this Contract shall have effect in accordance with the Building Commissioner's or State Administrative Tribunal's decision.

## 23. Assignment

- (a) Each of the parties to the Contract hereby specifically agree not to assign their interest in this Contract without the prior written consent of the other.
- (b) The Builder may at the option of the Builder sub-contract the whole or any portion of the Works but any such sub-contracting shall not relieve the Builder from any of his or her responsibilities or obligations as set forth herein.

## 24. Severability

- (a) If in consequence of an item in the Schedule not being completed or any clause contained herein is held by a Court to be uncertain and thus void, that item shall be deemed to have been severed from this Contract and shall not invalidate the Contract.
- (b) To the extent that any one or more of the provisions contained in this Contract is prohibited by or is void pursuant to any applicable law, that provision or each of them shall to that extent be ineffective without invalidating or modifying the remaining provisions of this Contract which shall continue in full force and effect as if each provision so prohibited had not been included in this Contract as from its commencement.

## 25. Extent of Builder's liability

- (a) Notwithstanding anything herein contained to the contrary the Builder shall not be liable to the Owner in respect of any matter for which the Builder provides insurance under Clause 13(a) for an amount exceeding the Contract Price.
- (b) In any event the Builder shall not be liable to the Owner in any way whatsoever for any claim or proceedings in respect of injury, loss, theft or damage to such of the Owner's fittings, finishes, fixtures or any other item, matter or thing which the Builder does not supply as part of the Contract Documents.

## 26. Interpretation

In this Contract words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting persons shall include corporate bodies. A reference to "Owner" or "Builder" includes each of their respective heirs, successors and assigns. "Working days" means Monday to Friday but excluding any day that is a public holiday in the area of the Site or throughout the State of Western Australia. "Building Commissioner" means the Building Commissioner referred to in Section 85 of the Building Services (Complaint Resolution and Administration) Act 2011. Headings in this Contract are deemed not to be part hereof and are not to be used in the interpretation or construction hereof. A reference to statutes or regulations includes any statutory re-enactment or amendment.

## 27. Appointment and authority of Owner's agent

The Owner (and where there are more than one then each of them) hereby appoints the person or persons as the Owner's Agent in Item 2 of the Schedule as the authorised agent of the Owner to make and sign all variations to the Contract Documents and the Works and the Owner shall be bound by all such variations. If more than one person is named as the Owner's Agent then each of them shall be an individually authorised agent unless the contrary intention is indicated in Item 2 of the Schedule.



## Special Conditions

- (a) Once construction has commenced Modular WA will charge a variation fee of \$200.00 for any requested amendments
- (b) The contract price will be subject to receiving a soil report and detailed contour and feature survey (if applicable)
- (c) The contract price will be subject to receiving a BAL assessment report and energy assessment required for Building permit approval
- (d) The Builder will not commence the Building Permit application until the 6.5% deposit has been paid in full and the Finance Approval from a Financial institution in the form of a letter or an acceptable Proof of Funds statement has been received in relation to Clause 2 (c) (i) of the building contract
- (e) The Owner agrees to pay any costs associated with additional transport costs incurred due to alternative transport routes being required, power lines lifted or any other circumstance which could arise from the Power Authorities advice. No builders margin will be added to these costs
- (f) There are no allowances in your contract for any Council bonds or kerb fees. These fees will be charged via variation to the Owner if applicable. The Owner is responsible for protecting kerbs, verges and footpaths to prevent damage. The Builder is not responsible for any damage caused to kerbs, verges or footpaths.

Builder Copy



# HOUSING INDUSTRY ASSOCIATION LIMITED

ABN 99 004 631 752

## HOME BUILDING CONTRACTS ACT 1991 Notice to the Home Owner

HOME  
BUILDING  
CONTRACTS  
ACT 1991

### This Notice

A builder must give a copy of this notice to you, as the owner, before you sign a contract for home building work that is covered by the *Home Building Contracts Act 1991*.

This notice explains relevant provisions of that Act as required by section 4(2). The Act itself should be referred to for the exact text. A copy of the Act can be obtained from the State Law Publisher (*check the White Pages for the current address*).

### Who are “owners” and “builders”?

In this notice “owner” means the person for whom the home building work is to be done and “builder” means the person who, in the course of business, is to do the work or arrange for it to be done.

### What the Act covers

The Act deals with contracts for home building work where the contract price is above \$7 500 and below \$500 000. The Act also applies to contracts, within that price range, for associated work (e.g. swimming pools, carports and landscaping) and for alterations. It makes some provisions that are implied in all contracts, and also states what is not allowed in any contract.

Under the Act a builder must not do anything in connection with a contract that is “unconscionable, harsh or oppressive”. Furthermore, neither you nor the builder may do anything that is “misleading or deceptive”.

The Act deals with “cost plus” contracts only to a limited extent – see later in this notice under

#### “Special rules for cost plus contracts”.

You may seek appropriate redress through the Building Commissioner for breaches of the contract and the Act, including for unconscionable or misleading conduct – see later in this notice under “**Disputes**”. The builder’s rights are similar, but do not extend to any unconscionable behaviour by you.

A person can be prosecuted or fined for not complying with some provisions of the Act. Some of these provisions apply to owners as well as builders.

*Rights conferred by the Act cannot be taken away, diminished or waived and it is forbidden to make any agreement or arrangement to by-pass the Act.*

### Home Indemnity Insurance

It is compulsory for all home building work, except associated work alone (e.g. swimming pools, carports, pergolas and landscaping), the cost of which is above \$20 000, to be covered by home indemnity insurance.

Home indemnity insurance is also compulsory for associated work if that work is performed under a contract that includes construction or renovation of a residence and the total cost of all the building work is above \$20 000.

Before commencing work or demanding any payment (including a deposit) from you, the builder must take out home indemnity insurance and give you a certificate confirming the existence of the insurance cover.

There may be periods when a builder is exempt from the requirement to take out home indemnity insurance. During, and in some circumstances after, one of these periods a builder must give you a notice in a prescribed form.

Home indemnity insurance will protect you and any successive owners against financial loss due to the insolvency, death or disappearance of the builder that results in -

- (a) loss of deposit (up to a limit of \$20 000);
- (b) the non-completion of the building work; or
- (c) the failure to rectify faulty or unsatisfactory building work.

Home indemnity insurance generally does not cover an owner for any money paid in advance other than a deposit. In any event it is a breach of the Act for a builder to request and receive such a payment – see later in this notice under “**Provisions that are not allowed**”.

Note that, with building work carried out under a cost plus contract, the builder is required to take out home indemnity insurance to cover only the risk specified in (c) above - see later in this notice under “**Special rules for cost plus contracts**”.

Claims may be made under a home indemnity insurance policy at any time before the end of a period of 6 years after the day of practical completion of the building work.

Some home building work is exempt from the requirement to obtain home indemnity insurance. If your work is exempt your builder should give you a notice informing you that this is so. The Building Commission staff can provide you with further information in this respect.

### Contract – steps to be followed

Everything agreed to between you and the builder must be set out in a written contract. The contract must be dated and signed by both you and the builder or your respective representatives. If this is not done you may terminate the contract – see later in this notice under “**Termination of contract**”.

You must be given a copy of the contract as soon as is practicable after it has been signed and before the building work starts.

It is the builder’s duty to see that all these steps are taken.

### Special rules for cost plus contracts

A “cost plus” contract is one under which the builder is entitled to recover actual costs incurred plus an extra amount for profit. A costs plus contract -

- (a) must be headed “cost plus contract”; and
- (b) must contain a statement in which both you and the builder acknowledge that it is a cost plus contract and that the Act does not apply to it, except in relation to the requirement for a builder to take out home indemnity insurance in the situation explained just below.

If the contract does not comply with these requirements you may terminate the contract – see later in this notice under “**Termination of contract**”.

As mentioned above, the Act does not in general apply to a cost plus contract. However, if you have a complaint about the building work carried out under such a contract, you can make a complaint to the Building Commissioner about the work – see later in this notice under “**Disputes**”.

The builder is required to take out home indemnity insurance in relation to a cost plus contract to cover you and any subsequent owner against financial loss where an order made against the builder is not enforceable due to the insolvency, death or disappearance of the builder.

### Provisions that are not allowed

The builder cannot include in a contract a requirement for you to make a payment other than –

- (a) a deposit before the work begins of –
  - (i) if the *Home Building Contracts Regulations 1992* regulation 3A applies to the contract — no more than 20% of the contract price; or
  - (ii) otherwise — no more than 6.5% of the contract price; and
- (b) progress payments after the works begins for work done or goods supplied.

If any such provision is included you may terminate the contract – see later in this notice under “**Termination of contract**”.

The builder may also be prosecuted and fined for demanding, or receiving, any payment after the work begins other than a progress payment as set out in (b) above.

The builder must not include provisions in the contract that are “unconscionable, harsh or oppressive”. If you think this has occurred you may make a complaint to the Building Commissioner – see later in this notice under “**Disputes**”.

### Prime cost/Provisional sum

Where a contract refers to “prime costs” it means fittings or equipment that may vary in price (e.g. bathroom tiles). The builder must estimate the cost of such items at or above the lowest amount that they could reasonably cost and the cost must not be understated in the contract. If it is, the builder may be prosecuted and fined. This also applies to estimates for “provisional sums” such as site works.

**Contract price must be fixed**

A contract must not contain a “rise and fall” clause. A rise and fall clause allows the builder to pass on price increases for labour or materials that occur after the contract is signed.

However, the builder can include a clause in the contract that allows for a price increase to cover an increase in actual costs that results from –

- (a) government taxes or charges increasing after the contract is signed;
- (b) the builder having to comply with a State or Commonwealth law; or
- (c) work not starting within 45 working days after the contract is signed if the delay is not caused by the builder.

If (c) applies and the price rise is more than 5%, you may terminate the contract within 10 working days of receiving written notice of the increase – see later in this notice under “**Termination of contract**”. You can also choose to make a complaint to the Building Commissioner within this period.

**Varying the contract**1. *Steps to be followed*

All changes to the building work to be carried out under a contract, including the cost of the change, must be put in writing and be dated and signed by both you and the builder or your respective representatives.

A copy must be given to you as soon as is possible after both you and the builder have signed, and before the start of the work that results from the change.

The builder must ensure that these steps are taken.

2. *Exceptions*

Certain changes may be made without these steps being taken, namely –

- (a) changes resulting from directions given by a building surveyor or other person acting under written law;
- (b) changes arising from unforeseen circumstances (but this does not include unforeseen labour or material cost increases).

Note also the changes by way of price increase that are referred to above under the heading “**Contract price must be fixed**” and below under the heading “**Where approvals are delayed**”.

3. *Protection that you have as an owner*

If any change referred to in paragraph (a) or (b) immediately above occurs, the builder must give you certain information in writing – see section 8(1), (2) and (3) of the Act. Note that, if you and the builder have a dispute about whether particular circumstances are “unforeseen circumstances” and you wish to make a complaint to the Building Commissioner, you must do so within 10 working days after this information is given to you.

**Where approvals are delayed**

A contract is conditional on –

- (a) a building permit and the Water Corporation’s approval being obtained within 45 working days from the date of the contract; and
- (b) the written acceptance within that period by both you and the builder of any condition attached to the building permit or the Water Corporation approval that will vary the contract.

Note that contracts that are only for associated work (e.g. swimming pools, carports and landscaping) are not subject to these conditions.

Both you and the builder must do what you reasonably can to ensure that these conditions are met. If they are not met, the rights of the parties depend on whose fault it was that the condition was not met within the 45 day period.

**Builder at Fault**

Contract remains in force on the same terms and conditions unless you and the builder agree otherwise.

**Owner at fault or neither or both parties at fault**

Contract remains in force on the same terms and conditions until you and the builder agree otherwise but –

- (i) the builder may by written notice increase the contract price;
- (ii) if the increase exceeds 5% you may terminate the contract within 10 working days after receiving the notice provided you compensate the builder for all reasonable costs incurred up to the date of termination – see below under “**Termination of contract**”;
- (iii) you may, within 10 working days after receiving the notice, make a complaint about the matter to the Building Commissioner.

**Defects – making good**

Any defect in work done or materials supplied under a contract must be made good by the builder if the builder is notified of the defect within 4 months (or a greater period if provided for in the contract) after practical completion of the building work.

However, you and the builder may agree in the contract that particular defects are excluded from this provision.

**Inspection**

A builder must not prevent you (or a person authorised in writing to represent you) or your lending institution from inspecting the building work as allowed by the contract or by regulations under the Act. A contract cannot restrict inspections except by limiting them to normal working hours or forbidding inspections that would unreasonably impede or interfere with the building work.

**Termination of contract**

In various places above it is stated that you can terminate the contract for a particular reason. To do this you must give notice in writing to the builder before the building work is finished.

If a contract is terminated, you may make a complaint to the Building Commissioner claiming financial adjustments between you and the builder.

**Disputes**1. *Contracts generally*

You can make a complaint to the Building Commissioner under the *Building Services (Complaint Resolution and Administration) Act 2011* if there is a dispute between you and a builder about a contract that falls within the Act. Such a complaint to the Commissioner must be made within 3 years from when you became entitled to take legal action.

There are monetary limits on orders that can be made under that Act. The limits are \$100 000 if an order is made by the Building Commissioner and \$500 000 if the order is made by the State Administrative Tribunal following a referral by the Building Commissioner.

2. *Standard of services*

You can make a complaint to the Building Commissioner under the *Building Services (Complaint Resolution and Administration) Act 2011* about certain building services not being carried out in a proper and proficient manner or being faulty or unsatisfactory.

Such a complaint to the Commissioner must be made within 6 years from the time the building service is completed. The building service is completed –

- (a) if the building service is carried out under a building permit, when a notice of cessation or a notice of completion in relation to the permit has been given to the relevant permit authority;
- (b) otherwise, on the date on which the building service was last carried out.

There are monetary limits on orders that can be made under that Act. The limits are \$100 000 if an order is made by the Building Commissioner and \$500 000 if the order is made by the State Administrative Tribunal following a referral by the Building Commissioner.

3. *Procedure*

Before you make a complaint to the Building Commissioner about a contract that falls within this Act, written notice that you propose to make a complaint must be given to the other party together with a description of the remedy that you propose to seek and the evidence on which you propose to rely. You must provide a copy of that notice to the Building Commissioner at the time of making a complaint.

Advice on how to make a complaint to the Building Commissioner and related matters may be obtained from Building Commission staff or from the Building Commission’s website at [www.buildingcommission.wa.gov.au](http://www.buildingcommission.wa.gov.au).



CONTRACT ADDENDA

JOB No: 22052

Client Liaison: FIONA RYAN

Client: SHIRE OF YALGOO

Email: [ceo@yalgoo.wa.gov.au](mailto:ceo@yalgoo.wa.gov.au)

Site: UNIT A & B, LOT 53 (#21) CAMPBELL STREET, YALGOO

Mobile: 9962 8042 IAN HOLLAND

SPECIAL

NOTES

1) This selection should be read in conjunction with the General Specification for full details

2) Details contained herein take precedence over the General Specification, with Variations to Contract dated later than this document taking precedence thereafter

1	<p><b>PRELIMINARIES</b></p> <p><b>DEPOSITS/FEES TO SHIRE</b></p> <p>Kerb Bonds</p> <p><b>APPROVALS</b></p> <p>Planning Approval</p> <p>Building Approval</p> <p>Water Corporation</p> <p>Septic System Approval</p> <p>Site Soil Report</p> <p>Contour Feature Survey</p> <p>Demolition Approval</p> <p>BAL Report</p> <p><b>INSURANCES</b></p> <p>Home Owners Indemnity</p>	<p>No Allowance</p> <p>No Allowance</p> <p>By Builder</p> <p>By Builder</p> <p><b>No allowance for Water Corporation Headworks Fees</b></p> <p>No Allowance</p> <p>By Builder</p> <p>By Builder</p> <p><b>Contour Survey provisional sum allowance \$2002.00 inc GST</b></p> <p>No Allowance</p> <p>By Owner</p> <p><b>To be built to BAL LOW Requirements</b></p> <p>By Builder</p>
2	<p><b>TERMITE TREATMENT</b></p> <p>Refer 'Modular Framed Construction' Specification for further details</p>	<p>By Builder</p>
3	<p><b>MATERIALS</b></p>	<p>Refer 'Modular Framed Construction' Specification for further details</p>
4	<p><b>SITE ALLOWANCES</b></p> <p><b>SITE PREPARATION</b></p>	<p>No allowance - By Owner</p> <p>Owner to supply Modular WA with a compaction certificate from Owners earthwork contractor</p> <p>No allowance for backfilling of house</p> <p>No allowance for access tracks or truck delivery access</p> <p>No allowance for hard digging, rock breaking or removal</p> <p><b>Note: The site boundaries must be clearly identified. We may require a licenced land surveyor to establish the boundaries at the Owners cost if the boundary is not accurately and clearly</b></p>



## CONTRACT ADDENDA

**JOB No:** 22052

**Client Liaison:** FIONA RYAN

**Client:** SHIRE OF YALGOO

**Email:** [ceo@yalgoo.wa.gov.au](mailto:ceo@yalgoo.wa.gov.au)

**Site:** UNIT A & B, LOT 53 (#21) CAMPBELL STREET, YALGOO

**Mobile:** 9962 8042 IAN HOLLAND

### ONSITE PLUMBING

#### defined

No allowance - by Owner  
No allowance for onsite plumbing, join up or water connections  
No allowance for stormwater disposal

### ONSITE ELECTRICAL

No allowance - by Owner  
No allowance for onsite electrical join up or connections  
No allowance for power dome supply or installation  
No allowance for power authority infrastructure upgrades

### 5 CONCRETE FLOOR

Concrete Footings (std)  
Additional Footings as per Engineer

Footings and slabs to Engineers Specification.  
Ø600 x 150 high concrete rings  
No allowance - Based on an A or S class site

### 6 FRAMES

Steel Wall Frames  
External Door Frames  
Sliding Door Frames  
Internal Door Frames

Refer 'Modular Framed Construction' Specification for further details  
As per Engineers design specifications  
Hardwood timber with double rebate  
Aluminium supplied as per Window Manufacturer  
10 bend Deluxe metal profile

### 7 ROOF STRUCTURE

Steel Roof Frame Structure  
Eave Linings

Refer 'Modular Framed Construction' Specification for further details  
As per Engineers design specifications  
6mm durasheet lining with plastic joint strips

### 8 EXTERNAL

#### EXTERNAL WALL CLADDING

Main Wall Cladding  
Colour to be Selected:  
External Door Frame Colour:  
External Door Colour:  
Eaves Lining Colour:

**Note: Fibre cement product screw holes are not filled**

BGC 230mm Duraplank Smooth Boards (std)  
TBA Builders Standard Range  
TBA Builders Standard Range  
TBA Builders Standard Range  
TBA Builders Standard Range

#### ROOF CLADDING

Type

.42 Corrugated Zincalume

#### GUTTERS

Type  
Colour to be selected:

Colorbond Slotted Settlers  
TBA Builders Standard Range

Owner Initial.....

Owner Initial.....



# CONTRACT ADDENDA

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<p><b>FASCIA AND BARGE</b></p> <p>Type</p> <p>Colour to be selected:</p>	<p>.60 Colorbond</p> <p>TBA Builders Standard Range</p>
<p><b>DOWNPIPES</b></p> <p>Run to above ground line for Owner to connect to storm water disposal</p> <p>Type:</p> <p>Colour to be selected:</p>	<p>90x45mm Colorbond</p> <p>TBA Builders Standard Range</p>
<p><b>9 INTERNAL LININGS</b></p> <p><b>INTERNAL WALL LININGS</b></p> <p>Wall linings</p> <p>Shower wall linings</p> <p>Wet area wall linings</p>	<p>Refer 'Modular Framed Construction' Specification for further details</p> <p>10mm Plasterboard with external corner beads</p> <p>9mm water resistant FRC lining board to shower walls</p> <p>10mm wet area plasterboard to bathroom and laundry trough walls</p>
<p><b>10 INSULATION</b></p> <p>Builders Blanket</p> <p>Roof Area Ceilings</p> <p>External Walls</p> <p>Foil to external walls</p>	<p>R1.3 50mm builders blanket to underside of the roof decking over internal floor area (std)</p> <p>R4.0 Rhino formaldehyde free insulation to internal roof area ceilings (std)</p> <p>R2.5 Rhino formaldehyde free insulation batts to external walls</p> <p>Vapour barrier permeable wrap</p>
<p><b>11 CEILINGS</b></p> <p>Ceiling Lining</p> <p>Ceiling height to main house area</p> <p>Cornice Type</p>	<p>10mm Plasterboard</p> <p>Ceilings to main areas at 2400mm unless otherwise specified</p> <p>55mm coved cornice</p>
<p><b>12 WINDOWS AND DOORS</b></p> <p>Sliding aluminium with key locks as per plan.</p> <p>Keylock handles to all sliding doors</p> <p>Colour to be selected:</p> <p>Obscure windows Type</p> <p>Obscure windows Location</p>	<p>TBA Builders Standard Range</p> <p>Satinlite</p> <p>Bathroom</p>
<p><b>FLYSCREENS</b></p> <p>To all aluminium windows and sliding doors</p>	<p>By Builder</p>

Owner Initial.....

Owner Initial.....



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<b>FLYDOORS</b> Aluminium diamond mesh barrier type to timber framed external doors (Colour to match selected windows:) Location:	By Builder TBA Builders Standard Range Entry
<b>SECURITY SCREENS</b>	No allowance
<b>DOORS</b> <b>EXTERNAL DOORS</b> <b>EXTERNAL ENTRY</b> M&B 'Designer' range, paint grade solid, routed one side only.	TBA Builders standard range
<b>Internal Doors</b>  Internal Doors (Location):	<b>Note: Gap between door and floor shall be approximately 20mm above concrete floor.</b> Redicote flush panel (Std) Throughout internally
<b>EXTERNAL DOOR SEALS</b>	Aquamac AQ21BFR doors seals compliant to BAL40 with Raven RP4 to sill
<b>DOOR STOPS</b>	Door buffers to all internal doors P stops to all external swinging doors
<b>DOOR FURNITURE</b> Entry Door Furniture Colour to be selected:  Entry Deadlock Colour to be selected:  Internal doors Colour to be selected:  Privacy Sets	TBA Builders standard range TBA Builders standard range  TBA Builders standard range TBA Builders standard range  TBA Builders standard range TBA Builders standard range  To bathroom

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<b>MOULDINGS</b> Window Reveal Linings Skirting Boards	Flush plasterboard to all wet areas and internal windows (std) 66 x 18 Splayed Profile
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	<b>SHELVING</b> Pantry Linen Robes	4 x Melamine shelves 4 x Melamine shelves Single melamine shelf and rail
15	<b>CABINETS</b>  <b>KITCHEN</b> Laminate Benchtop Profile End panels Door facings Overhead cupboards Bank of small drawers Kickboards Dishwasher Recess  Soft closers  Handles Type and Colour Handles Position  <b>BATHROOM</b> Benchtop Profile Door facings Kickboards Soft closers  Handles Type and Location Handles Position  <b>LAUNDRY</b> Benchtop Profile Door facings Overhead cupboards Kickboards Soft Closers  Handles Type and Location Handles Position	<i>See Tile Selection sheet for cabinet door and benchtop colour selections.</i>  40mm thick substitute square form (8mm radius) Laminate pre-finished board to match door facing colour Laminate pre-finished board with ABS edging to all edges No allowance To kitchen as detailed on plans As per Tile Selection sheet Freestanding opening as per plan dimensions. Stop cock and single GPO to dishwasher recess by Builder. Dishwasher supplied and installed by Owner after handover unless otherwise specified in the Addenda. Soft closers to all door and drawers  TBA Builders standard range Vertical to all doors and horizontal to drawers  Square edge with pencil round edges (semi-recessed basins) Laminate pre-finished board with ABS edging to all edges Tiled kickboards Soft closers to doors only  TBA Builders standard range Vertical  40mm thick substitute square form (8mm radius) Laminate pre-finished board with ABS edging to all edges No allowance Tiled kickboards Soft closers to doors only  TBA Builders standard range Vertical





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<b>16</b>	<b>PLUMBING</b>	
	<b>FIXTURES:</b>	
	<b>KITCHEN</b>	
	Sink make and model	Clark 'Punch' 1200mm inset double end bowl
	Sink Tapware	Classico Sink Mixer (51093)
	Tapholes	1 taphole
	Fridge recess stop cock	Not applicable
	<b>BATHROOM</b>	
	Vanity make and model	White vitreous china Caroma Carboni II semi-recessed with chrome plug washer
	Vanity Tapware	Classico basin mixer (50093)
	Tapholes	1 taphole
	Hobless Shower	Hobless shower recess (std)
	Shower Tapware	Classico wall mixer (52090)
	Shower Head	Alder Moda handheld/bracket HS375 with flexible hose (98437) std
	<b>ACCESSORIES</b>	
	Towel Rails	Star double 750mm towel rail (86992)
	Soap holder	No allowance
	<b>WC's</b>	
	Toilet roll holder	Star toilet roll holder (86993)
	Toilet Suite	Everhard closed couple 4.5/3 smart flush suite with concealed pan. 4 star wels rated.
	<b>LAUNDRY</b>	
	Trough make and model	Everhard Benchline 45L stainless steel inset trough
	Trough Tapware	Classico Sink Mixer (51093)
	Tapholes	1 taphole
	WM Recess Tapware	Akita laundry set
	WM Recess Taps Location	On wall above WM recess
	<b>FLOOR WASTE</b>	
		Square chrome (std)
	<b>GARDEN TAPS</b>	
	Location	As detailed on plans
	<b>GAS FITTINGS</b>	
	Type	<b>Based on medium to high gas pressure</b> LPG
	Fitting	To HWS and hotplate
		<b>Note: No allowance for gas line from meter box to street or supply of LPG bottles.</b>

Owner Initial.....

Owner Initial.....



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<b>17</b>	<b>APPLIANCES</b> Hot Water Unit  Oven Hotplate Rangehood	20L instantaneous Gas high flow system. To be installed and commissioned onsite by Owners contractor Westinghouse WVE613SC 60cm 3 function electric oven (std) Westinghouse WHG643SB 60cm 4 burner gas hotplate (std) Westinghouse CRC612SB 60cm canopy rangehood (std)
<b>18</b>	<b>GLAZIER BATHROOM</b> Shower Screen Doors Shower Screen Frame Colour Shower Screen Glazing  950mm high above vanity mirror type Mirror Screen Frame Colour	Pivot Doors (std) TBA Builders standard range TBA Builders standard range  Framed (std) TBA Builders standard range
<b>19</b>	<b>SLIDING ROBES</b> Location Frame Colour Door Colour	Bedroom 1 and 2 TBA Builders standard range TBA Builders standard range
<b>20</b>	<b>WALL AND FLOOR TILES</b>  <b>WALLS:</b>  <b>FLOORS:</b>  Mitring to tiled hobs in wet areas:	<b><i>Prime cost allowance of \$44.00m <sup>2</sup> retail for supply of floor and wall tiles.</i></b> <b><i>Maximum tile selection size of 300x300 to wet areas</i></b>  400mm above kitchen bench (std) 700mm to underside of rangehood 1 course of skirtings to wet areas 1 course above vanities and basins 400mm above trough and WM 2000mm high tiling to showers  To all wet areas as detailed on plans  Mitring to tiled hobs included by Builder
<b>21</b>	<b>ELECTRICAL</b> Finish Locations and Heights  Power Source	HPM Legrand Excel Life White Light switches and power point locations and heights as nominated on plans  Single phase supply with RCBO trip safe earth leakage and short circuit/overload protection to every circuit.

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Meter Box		450x450 galvanised metal painted to match residence
<b>LIGHT FITTINGS</b>		
LED oyster lights as per plan (std)		Haneco HANCL15W300R Multi LED oyster light
LED oyster lights as per plan (std)		Haneco HANCL25W400R Multi LED oyster light
LED external wall lights (std)		<b>Globe Colour:</b> Robus LED cool white round bunker light LEDRHC1240-01
Colour:		TBA Builders standard range
Sweep fans		No allowance
<b>POWER POINTS</b>		
Double GPO's as per plan		As detailed on plans
Single GPO's as per plan		As detailed on plans
Double weatherproof GPO (std) as per plan		As detailed on plans
<b>EXHAUST FANS</b>		
Location:		
	Bathroom/WC	Fantech RESPG150RNWH round grill exhaust fan with backdraft damper flued externally
Television points		
	Location	Tv coaxial point to Living
TV Antenna		No allowance
Telephone Point		As detailed on plans <b>No allowances for connection between housing components, junction box or cable to street.</b> <b>By Owner via Telstra licenced agent.</b>
Foxtel Provision		No allowance
Data Points		No allowance
Smoke Alarms as per plan		Hardwired with battery back up
Air-Conditioning		No allowance

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22	PAINTER	<p><i>Note: Allowance of 2 colours for external wall claddings and eaves linings. Allowance of 1 internal wall colour. Door jambs architraves and skirtings to be done in the same colour. Different percentage is allowable for no extra cost. Internal walls - Wall board sealer to all walls with 2 coats of washable low sheen Ceilings and Cornice - Wall board sealer with 2 coats of flat white ceiling paint.</i></p>
	INTERNAL PAINT COLOURS	
	LIVING	TBA Builders standard range
	KITCHEN	TBA Builders standard range
	DINING	TBA Builders standard range
	PASSAGES	TBA Builders standard range
	BED 1	TBA Builders standard range
	BED 2	TBA Builders standard range
	BATHROOM	TBA Builders standard range
	LAUNDRY	TBA Builders standard range
	CEILING & CORNICE COLOUR	Flat White ceiling paint throughout
	DOORS, FRAMES, REVEALS ETC	TBA Builders standard range
	SKIRTINGS	TBA Builders standard range
23	WINDOW TREATMENTS	
	Type	Aluminium Slimline Venetian Blinds
	Colour	TBA Builders standard range
	Location	To all windows and sliding doors except wet areas
24	FLOOR TREATMENTS	
	CARPET	
	Type	Trevors Builders range carpets
	Colour	TBA Builders standard range
	Location	Bedrooms
		<b>Note: On standard red underlay</b>
	VINYL	
	Type	Trevors Polaris Pro 4.5mm easy lay Vinyl Planking
	Colour	TBA Builders standard range
	Location	Passage, living/dining and kitchen



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## 25 ONSITE WORKS

### EXTERNAL STRUCTURES

Type

Roof Colour

Gutter Colour

Posts, Trusses, Rafters and Purlin colours

Floor Type

By Owner or Builder

### FOOTINGS

Footings to be poured onsite prior to external concrete floors as per engineers requirements

### FENCING

### RETAINING

### GRANO AND/OR PAVING

By Owner or Builder

## 26 MISCELLANEOUS

### CLEANING

Basic internal clean in yard prior to delivery

Final external and internal clean onsite

Final external clean onsite

### SKIP BIN

Minimum 3m<sup>3</sup> waste bin onsite at time of arrival of housing components

**Shadow Grey to underside of exposed roof sheets.**

**Fixed and installed to manufacturers specifications.**

### Verandah and Carport

Zincalume

TBA Builders Standard Range

TBA Builders Standard Range

**Note: All backfilling should be complete to underside of concrete/ paving including required compaction prior to commencement of footings and external structures by Owner. Levels to be detailed on construction drawings (generally 200mm below FFL)**

**Additional charges may apply if levels are not correct**

No allowance

By Owner

By Builder

No allowance

No allowance

**Note: Verandah floors assumed as concrete by Owner. Anything other than concrete the Builder must be notified prior to**

**Contract Signing.**

By Owner

**Note: All excess building materials and waste to be removed from site by Owner.**

By Builder

By Owner

By Owner

By Owner

Owner Initial.....

Owner Initial.....



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SITE TOILET	<b><i>Note: Owner to provide an onsite WC prior to the residence arriving onsite.</i></b> By Owner
LETTERBOX	No allowance
CLOTHESLINE	No allowance
POWER AUTHORITY ADDITIONAL CHARGES	No allowance No escort allowance for single power line lifts on route to property. Only charged if applicable. Please note no Builders margin will be added to the cost if applicable.

**Signed:**

Signed for and on behalf of the Shire of Yalgoo.....

Signed by Builder.....

Date.....



# **SPECIFICATION FOR MODULAR FRAMED CONSTRUCTION**

## **FOR THE PROPOSED RESIDENCE SHIRE OF YALGOO UNIT A AND B, LOT 53 (#21) CAMPBELL STREET YALGOO**

This specification shall be read in conjunction with the Addenda, Schedules, Working Drawings and details and forms part of the Construction Documents referred to in the building contract.

### **1. INTERPRETATION**

It shall be the responsibility of the Owner to ensure that the information contained in the Construction Documents is correct prior to signing.

Working Drawings shall take precedence over this Specification. The Addenda to this Specification shall take precedence over this Specification and Working Drawings.

### **2. DIMENSIONS**

Dimensions indicated throughout the Construction Documents shall be interpreted nominally. Figured dimensions shall take precedence over scaled dimensions. Internal dimensions shall be taken between structural framing. External dimensions shall be taken over structural framing. Ceiling height shall be taken between top of finished floor and underside of ceiling lining.

Large scale detail drawings shall be read in preference to small scale drawings. The Builder shall verify all dimensions on site prior to commencement of construction.

### **3. MATERIALS**

Materials shall be new unless otherwise specified in the Addenda and shall comply with relevant AS Codes. Surplus materials left on site shall remain the property of the Builder and shall be removed or disposed of at the Builders discretion.

#### **3.1 PROPRIETARY BRANDS**

Where proprietary brands of materials or equipment are specified they shall be used in accordance with the manufacturers recommendations.

#### **3.2 WARRANTY**

The Builder shall provide to the Owner after practical completion where applicable written warranties for various appliances and services.

### **4. LABOUR AND PLANT**

The Builder shall provide either directly or through his sub-contractors all labour, plant and equipment necessary to construct and complete the works.

### **5. PRELIMINARIES**

The Builder shall carry out all preliminary works and pay associated fees necessary to construct and complete the works and shall include any provisional sums specified in the Addenda or Site Allowances.

### **6. SITEWORKS**

#### **6.1 CLEARING**

Existing vegetation and organic matter shall be cleared to a distance of 1500mm clear of the ground floor area required by Statutory Authorities or to the site boundary whichever is less.

**6.2 SITE RE-PEG**

The Owner must insure all boundary pegs are visible and measure apart accurately. If not a boundary re-peg will be required by a licenced surveyor.

**6.3 SITE OBSTRUCTIONS**

Where trees or roots occur within the building site they shall be felled and stumps and roots grubbed out and removed from site. If during the course of construction other trees or subterranean matter eg. rocks, stumps and ground water are in the opinion of the Builder or Statutory Authority considered to be a hazard they shall be removed by the Builder and the cost shall be recovered as a variation pursuant to the Building Contract.

**6.4 CUTTING / FILLING**

The site shall be excavated by cutting/filling or clean fill provided to achieve the required finished floor level as specified in the Site Allowances or indicated on the Working Drawings.

Excavations for all footings shall have a level base and shall be stepped as required.

The area to be occupied by the building shall be levelled and compacted to Statutory Authority requirements and a signed Engineer's Compaction Certificated obtained.

**6.5 TERMITE TREATMENT**

The ground floor area shall be treated for termite prevention in accordance with the relevant AS3660.1 Code.

**7. RETAINING WALLS AND FENCES**

Retaining walls and fences shall be constructed in accordance with Statutory Authority requirements or a practising Engineer's signed detail as indicated on the Working Drawings and as specified in the Site Allowances.

**8. CONCRETE**

Concrete shall comply with the requirements of relevant AS Codes for mixing and placement.

**8.1 FOOTINGS AND GROUND FLOOR SLABS**

Concrete footings shall be constructed in accordance with an Engineer's signed detail or Statutory Authority requirements and as indicated on the Working Drawings. Footings designed for an 'A' or 'S' class site. Any other classifications will incur further costs.

**8.2 DRIVEWAYS, CARPORT OR GARAGE FLOORS, PATHWAYS AND CROSSOVERS**

Concrete shall be provided to the areas indicated on the Working Drawings and shall be of the strength and thickness specified in the Addenda.

**8.3 FINISH**

Raft floors and suspended slabs shall have a smooth trowelled finish. Driveways and paving shall have a non-slip finish. Concrete shall be uncoloured unless otherwise specified in the Addenda.

**9. STRUCTURAL STEEL****9.1 GENERALLY**

Exposed steel shall have an anti-corrosive treatment in accordance with relevant AS Codes and Statutory Authority requirements.

**9.2 STEEL BEAMS**

Steel beams shall be provided as indicated on the Working Drawings and shall comply with Statutory Authority requirements or Engineer's signed details.

**10. METAL WORK****10.1 METAL FASCIA**

Unless otherwise specified in the Addenda, fascias shall be metal with an anti-corrosive treatment and shall comply with Statutory Authority requirements and relevant AS Codes.



- 10.2 **METER BOX**  
A metal meter box with anti-corrosive treatment unless otherwise specified in the Addenda shall be supplied and installed in accordance with relevant Statutory Authority requirements.  
Where a mains gas connection is specified in the Addenda, a separate gas meter box or combination gas and electric meter box shall be provided as indicated on the Working Drawings and fixed in accordance with relevant Statutory Authority requirements.
- 10.3 **FLASHINGS**  
Flashings shall be built in to prevent water penetration into the building. Metal flashings shall be compatible with adjoining materials.
- 10.4 **HANDRAIL AND BALUSTRADE**  
Metal handrails and balustrade shall be provided as indicated on the Working Drawings and specified in the Addenda and shall be in accordance with relevant AS Codes.
- 10.5 **CLOTHES HOIST**  
A clothes hoist shall be provided if indicated on the Working Drawings and as specified in the Addenda and shall be installed in accordance with Manufacturers recommendations.
- 10.6 **LETTERBOX**  
A letterbox or boxes shall be provided if indicated on the Working Drawings and as specified in the Addenda and shall be installed in accordance with Manufacturers recommendations.
- 10.7 **GATES**  
Gates shall be provided as indicated on the Working Drawings and as specified in the Addenda and shall be installed in accordance with Manufacturers recommendations.
- 10.8 **SPECIAL ITEMS**  
Special metal items shall be provided as indicated on the Working Drawings and as specified in the Addenda and shall be installed in accordance with the Manufacturers recommendations.
11. **FRAMING**
- 11.1 **METAL WALL AND FLOOR FRAMING**  
75mm Zinalume steel wall frames. External walls – studs at 450mm maximum centres. Internal walls – studs at 600mm maximum centres. One row of noggins for up to 2600 high walls – two rows for over 2600 high walls. All wall and floor framing constructed in accordance with engineers details.  
  
Metal wall and floor framing shall comply with Statutory Authority requirements and relevant AS Codes.
- 11.2 **ROOF FRAMING**  
75mm Zinalume steel stud truss frames. Any timber rafters or infill to be a minimum of H2 treated. All roof framing to be constructed in accordance with engineers details.
- 11.3 **ROOF PURLINS**  
Zinalume 'roof battens' spaced as roof sheet manufacturers specifications.
- 11.4 **CEILING MEMBERS**  
Zinalume 'ceiling battens' spaced at 450mm maximum centres.  
  
Roof framing shall comply with Statutory Authority requirements and relevant AS Codes.
12. **EAVES AND LININGS**  
Eaves and linings shall be constructed as indicated on the Working Drawings and as specified in the Addenda.

### 13. CLADDINGS AND LININGS

#### 13.1 EXTERNAL CLADDINGS

External claddings shall be provided to framework as indicated on the Working Drawings and as specified in the Addenda and shall be fixed in accordance with Manufacturers recommendations.

#### 13.2 INTERNAL LININGS

10mm Plasterboard with external corner beads. 9mm Villaboard to shower walls.  
Gyprock wet area board to bathroom, ensuite, WC walls and laundry trough wall.  
Aluminium 'T' bars to flushed openings on housing component splits/joints.  
Internal linings shall be provided to framework and shall be fixed in accordance with Manufacturers recommendations.

### 14. ROOF COVER

#### 14.1 TYPE

Roof cover shall be of the type, colour and finish as specified in the Addenda.

#### 14.2 FIXING

Roof cover shall be fixed in accordance with the Manufacturers recommendations and relevant AS Codes.  
Compraband to ridge cappings and roof sheet fascias.

#### 14.3 INSULATION

R1.3 50mm Anticon builders blanket to underside of the roof decking over internal floor area as indicated on the Working Drawings.

### 15. ROOF PLUMBING

#### 15.1 GUTTERS

Gutters shall be the type, size and finish as specified in the Addenda and indicated on the Working Drawings.

#### 15.2 DOWNPIPES AND STORM WATER DISPOSAL

Downpipes shall be of the type, size and finish specified in the Addenda and fixed in accordance with the Manufacturers recommendations in the locations indicated on the Working Drawings.  
Water shall discharge and be disposed of in accordance with Statutory Authority requirements by Owner unless otherwise stated in the Addenda and on the Working Drawings.

#### 15.3 VALLEY GUTTERS

Valley gutters shall be provided at each roof valley intersection to prevent moisture penetration into the roof.

#### 15.4 FLUME VENTS

Flume vents shall be provided in accordance with Statutory Authority requirements.

#### 15.5 ROOF PENETRATIONS

Roof penetrations shall be flashed and sealed to prevent moisture penetration through the roof.

### 16. JOINERY

#### 16.1 METAL JOINERY

##### 16.1.1 GENERALLY

Metal joinery shall comply with relevant AS Codes and shall be installed in accordance with the Manufacturers recommendations.

##### 16.1.2 ALUMINIUM WINDOWS AND DOORS

External windows and sliding doors shall be aluminium frames of the type, finish and colour specified in the Addenda and shall be of the size and in the locations indicated on the Working Drawings.

##### 16.1.3 METAL DOOR JAMBS

Metal door jambs shall be of the type and finish specified in the Addenda and shall be of the size and in the locations indicated on the Working Drawings.

- 16.2 TIMBER JOINERY**
- 16.2.1 GENERALLY**  
Timber joinery shall comply with relevant AS Codes and shall be installed in accordance with the Manufacturers recommendations.
- 16.2 DOORS, FRAMES AND WINDOWS**  
Doors, frames, jambs and windows shall be of the type and finish specified in the Addenda and shall be of the size and in the locations indicated on the Working Drawings.
- 16.3 FLYSCREENS**  
Flyscreens to all aluminium windows and sliding doors shall be of the type and finish specified in the Addenda.
- 16.4 SPECIAL JOINERY**  
Special joinery shall be of the type and finish specified in the Addenda and shall be of the size and in the locations indicated on the Working Drawings.
- 17. FIXING CARPENTRY**
- 17.1 MOULDINGS AND SHELVES**  
Mouldings and shelves should be of the type, finish and in the locations specified in the Addenda and as indicated on the Working Drawings.
- 17.2 ARCHITRAVES AND SKIRTINGS**  
Architraves and skirtings shall be of the type, finish and in the locations specified in the Addenda and as indicated on the Working Drawings.
- 17.3 BALUSTRADES AND HANDRAILS**  
Balustrades and handrails shall be of the type, finish and in the locations as specified in the Addenda and as indicated on the Working Drawings and shall be installed in accordance with the Manufacturers recommendations.
- 17.4 HARDWARE, DOOR AND WINDOW FURNITURE**  
Fixing hardware shall be as specified in the Addenda and shall be fixed in accordance with the relevant AS Codes and the Manufacturers recommendations.
- 17.5 DOOR BUFFERS**  
Door buffers shall be fixed to prevent door handles and doors from damaging adjoining walls or trim.
- 17.6 CABINET WORK**  
Cabinet work shall be of the type and finish as specified in the Addenda and as indicated on the Working Drawings. To be chosen from Builders standard laminate ranges. Profile to be chosen from Builders standard range. Cabinets, doors and drawers edged with ABS edging in the same colour as the doors. Soft close hinges to all cabinet doors and to one bank of 4 drawers.
- 17.7 FLOORINGS**
- 17.7.1 SHEET FLOORING**  
Tongued and grooved sheet flooring shall be of the type and finish and in the location specified in the Addenda and indicated on the Working Drawings and installed in accordance with Manufacturers recommendations.
- 17.7.2 STRIP FLOORING**  
Tongued and grooved strip flooring shall be of the type and finish and in the location specified in the Addenda and indicated on the Working Drawings and installed in accordance with the Manufacturers recommendations.
- 18. CEILINGS**  
Ceiling lining and cornices and special trim shall be of the type, finish and in the locations specified in the Addenda and shall be fixed in accordance with Manufacturers recommendations.

18.1 CEILING VENTS  
Ceiling vents shall be provided in accordance with Statutory Authority requirements and in locations indicated on the Working Drawings.

18.2 ROOF SPACE ACCESS  
Access shall be provided into the roof space in accordance with Statutory Authority requirements.

## 19. SANITARY PLUMBING

19.1 GENERALLY  
Plumbing shall be carried out by a licensed plumber in accordance with AS Codes and relevant Statutory Authority requirements.

19.2 WASTES  
Wastes may be taken through external walls if required.

19.3 DRAINAGE  
Plumbing fixtures shall be connected to a sewerage draining system in accordance with the relevant Statutory Authority requirements and AS Codes. Unless otherwise specified in the Addenda no allowance shall be made for hard digging, pile and keel, unsound ground or dewatering related to drainage connection.

19.4 SEPTIC INSTALLATION  
A Septic system shall be installed if specified in the Addenda and as indicated on the Working Drawings and shall comply with Statutory Authority requirements.

19.5 FIXTURES  
Fixtures shall be of the type, finish and colours as specified in the Addenda and indicated on the Working Drawings.

19.6 TAP FITTINGS  
All tap fittings (other than bath outlets and garden taps) are 4 star WELS rated. All shower heads are 3 star WELS rated.

19.7 WATER SERVICE  
Water connected from service mains shall be run in accordance with the supply authority requirements to the fixtures indicated on the Working Drawings.

19.8 HOT WATER SERVICE  
A hot water system of the type and capacity specified in the Addenda shall be connected to the supply mains and installed as indicated on the Working Drawings in accordance with Supply Authority requirements and to AS codes and the Manufacturers recommendations and hotwater service reticulated to outlets specified in the Addenda.  
The pipes from the hot water system to the furthest hot water outlet do not exceed 20metres in length or 2 litres of internal volume.

19.9 HOSE COCKS  
External hose cocks shall be provided and installed in the locations indicated on the Working Drawings.

19.10 STORMWATER  
All storm water is to be directed away from the pad area and foundations/footings by Owner.

19.11 SPECIAL ITEMS AND FIXTURES  
Special plumbing fixtures shall be provided and installed in accordance with the Manufacturers recommendations specified in the Addenda and indicated on the Working Drawings.

## 20. GAS PLUMBING

20.1 GENERALLY  
Gas connection shall be carried out by a licensed gas fitter in accordance with the Manufacturers recommendations as specified in the Addenda and indicated on the Working Drawings.  
The Owner shall remain responsible for gas application and associated fees upon completion.

20.2 METER BOX  
(Refer to METER BOX clause 10.2).

20.3 GAS APPLIANCES  
Appliances shall be installed of the type and in the locations specified in the Addenda and as indicated on the Working Drawings in accordance with the Manufacturers recommendations.

## 21. ELECTRICAL

21.1 GENERAL  
Electrical installation shall be carried out by a licensed electrician in accordance with the Supply Authority requirements.

21.2 MAIN ELECTRICITY SUPPLY  
Unless otherwise specified in the Addenda or indicated on the Working Drawings, the mains supply shall be single phase connected from overhead mains.  
Where underground power connection or an intermediate pole is required, they shall be charged for as a Variation pursuant to the Building Contract unless otherwise indicated in the Addenda.  
The Owner shall remain responsible for power connection application and associated fees upon completion.

21.3 POWER POINTS (GENERAL POWER OUTLETS)  
Power points shall be of the type, finish and number as specified in the Addenda and as indicated on the Working Drawings.

21.4 LIGHT POINTS  
Light points and switches shall be installed of the type, finish and in the locations specified in the Addenda and as indicated on the Working Drawings.

21.5 RANGEHOOD  
Rangehood shall be installed of the type, size and finish as specified in the Addenda and indicated on the Working Drawings, in accordance with the Statutory Authority requirements and the Manufacturers recommendations.

21.6 ELECTRICAL APPLIANCES  
Electrical appliances shall be installed of the type and model as specified in the Addenda and indicated on the Working Drawings in accordance with the Manufacturers recommendations.

21.7 TELEVISION (TV) AERIAL OUTLET  
Provision for TV aerial outlets shall be provided as specified in the Addenda and indicated on the Working Drawings. The supply and connection of any TV aerial shall remain the responsibility of the Owner.

21.8 TELEPHONE CONNECTION PROVISION  
Provision for installation of telephone points shall be provided as specified in the Addenda and indicated on the Working Drawings.  
The Owner shall remain responsible for the telephone connection and associated fees.

## 22. WALL AND FLOOR TILING

22.1 GENERALLY  
Floor and wall tiles shall be of the type, size and finish specified in the Tile Selection Sheet and shall be laid in accordance with the Manufacturers recommendations and relevant AS Codes and as indicated on the Working Drawings. Any Variation to the tile size or pattern specified may result in a Variation to Contract.

22.2 FLOOR TILES  
Floor tiles shall be laid in a mortar bed or fixed with an adhesive in accordance with the Manufacturers recommendations, to the extent specified in the Addenda and indicated on the Working Drawings. Floor tiles in wet areas shall be drained to a floor waste.

- 22.3 WALL TILES  
Wall tiles shall be fixed to the walls with suitable adhesive in accordance with the Manufacturers recommendations, to the extent specified in the Addenda and indicated on the Working Drawings.
- 22.4 GROUT  
Grout shall be applied to joints in accordance with the Manufacturers recommendations.
- 22.5 WATERPROOFING  
To be in accordance with BCA 3.8.1. Davco K10 waterproofing system to wall to floor joints, floor to hob joints, full shower recess and 150mm above baths, basins and troughs.

## 23. GLAZING

- 23.1 GENERALLY  
Glazing shall be in accordance with relevant AS Codes and to the extent indicated on the Working Drawings.
- 23.2 OBSCURE AND SPECIAL GLAZING  
Obscure and special glazing shall be of the type and in the location specified in the Addenda and indicated on the Working Drawings.
- 23.3 MIRRORS  
Mirrors shall be of the type, finish, size and in the location specified in the Addenda and indicated on the Working Drawings.
- 23.4 SHOWER SCREENS  
Shower screens shall be of the type, finish, size and in the location specified in the Addenda and indicated on the Working Drawings.

## 24. PAINTING

Painting shall be carried out in accordance with Manufacturers recommendations and relevant AS Codes and shall be of colour specified in the Addenda.

- 24.1 FIBRE CEMENT ALL CLADDING AND EAVES LININGS  
Two coats of low sheen.
- 24.2 DOOR FRAMES  
Two coats of undercoat and one coat in gloss enamel
- 24.3 PRE-PRIMED DOORS  
One coat of undercoat to raw edges and two coats of gloss enamel.
- 24.4 INTERNAL WALLS  
Wall board sealer to all walls with two coats of velvet washable low sheen – one colour only.
- 24.5 CEILINGS AND CORNICE  
Wall board sealer to all ceilings with two coats of flat white ceiling paint. Final coat to be applied by roller.
- 24.6 PRE-PRIMED INTERNAL DOORS  
One coat of undercoat to raw edges and two coats of gloss enamel.
- 24.7 ARCHITRAVES, REVEALS AND RAW WOOD WORK  
Two coats of undercoat and one coat in gloss enamel.

## 25. CLEANING

- 25.1 HOUSE CLEAN  
Basic internal clean in construction yard by Builder prior to delivery.
- 25.2 SITE CLEAN  
The building site shall be cleared of excess building materials. Final external and internal clean onsite by Owner.

**26. INSULATION**

Insulation shall be supplied and installed in accordance with Manufacturers recommendations and as specified in the Addenda to the extent indicated on the Working Drawings.

**26.1 FLOOR SEALING STRIP**

25mm foam backing rod applied to edge joint of connecting concrete floor slabs to seal off house internals.

**26.2 THERMAL BREAK**

As per the BCA 2011 requirements.

**27. MISCELLANEOUS ITEMS**

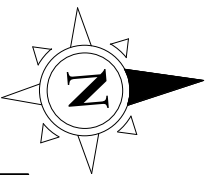
Miscellaneous items as specified in the Addenda and indicated on the Working Drawings shall be supplied and installed in accordance with the Manufacturers recommendations.

7300 2000

CARPORT

2500 4800

V'DAH PROPOSED UNIT B



SCREENED  
END CAP

TRANSPORTABLE  
CONCRETE BASE
















Ø100mm PVC  
FITTINGS,  
INSTALLED  
ONSITE PRIOR TO  
BACKFILLING

BACKFILL

CONCRETE PAD  
FOOTING (BEYOND)


[illegible]

## LEGEND

	- T.B.M.
	- TELSTRA PIT / NBN PIT
	- POWER POLE
	- WATER METER
	- POWER DOME
	- GATE
	- EDGE OF VEGETATION
	- BUILDING
	- TOP OF BANK
	- BOTTOM OF BANK
	- FENCE
	- EDGE OF BITUMEN
	- ROAD CENTRE
	- POWERLINE
	- ASSUMED WATER ALIGNMENT

CLIENT:	SHIRE OF YALGOO	<table><tr><th>Rev</th><th>Description</th><th>Date</th></tr><tr><td>A</td><td>Prepare working drawings</td><td>02.05.22</td></tr><tr><td>B</td><td>Add Site Survey</td><td>25.05.22</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Rev	Description	Date	A	Prepare working drawings	02.05.22	B	Add Site Survey	25.05.22												
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HOUSE TYPE:	AUGUSTA (TRADITIONAL)																						

JOB No.	22052
DATE:	31/05/2022 11:17:39 AM
DRAWN:	ZY
CHECKED:	BT
REV:	SHEET
SCALE:	A101
As indicated	

modularwa

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W: modularwa.com.au  
e: [sales@modularwa.com.au](mailto:sales@modularwa.com.au)  
Builders reg # 101630

Use figured dimensions in preference to scaled.  
All dimensions to be verified and checked on the job. © .



GENERAL NOTES:

1. DO NOT SCALE FROM THIS DRAWING. ALL CONTRACTORS TO CHECK DIMENSIONS AND NOTES PRIOR TO COMMENCEMENT OF ANY WORKS AND ANY DISCREPANCIES TO BE NOTIFIED TO THE SITE SUPERVISOR WITHOUT DELAY.
2. DIMENSIONS SHOWN ON THIS PLAN ARE TO STEEL FRAME AND DOES NOT INCLUDE EXTERNAL CLADDING OR INTERNAL LINING WIDTH.

CLIENT NOTE:

THIS PLAN IS TO BE READ IN CONJUNCTION WITH MODULAR WA ADDENDA AND ENGINEERED CERTIFIED DRAWINGS.

CARPENTERS NOTE:

SILICONE BEAD REQUIRED AT BASE OF WALL FRAMES TO ALL TILED WET AREAS

INTERNAL OPENINGS:

DHO: FLUSHED DOOR HEIGHT OPENING 2080mm A.F.L  
FHO: FULL HEIGHT OPENING

WINDOWS

WINDOW HEAD HEIGHT TO BE 2143mm A.F.L UNLESS NOTED OTHERWISE

ABBREVIATION LEGEND

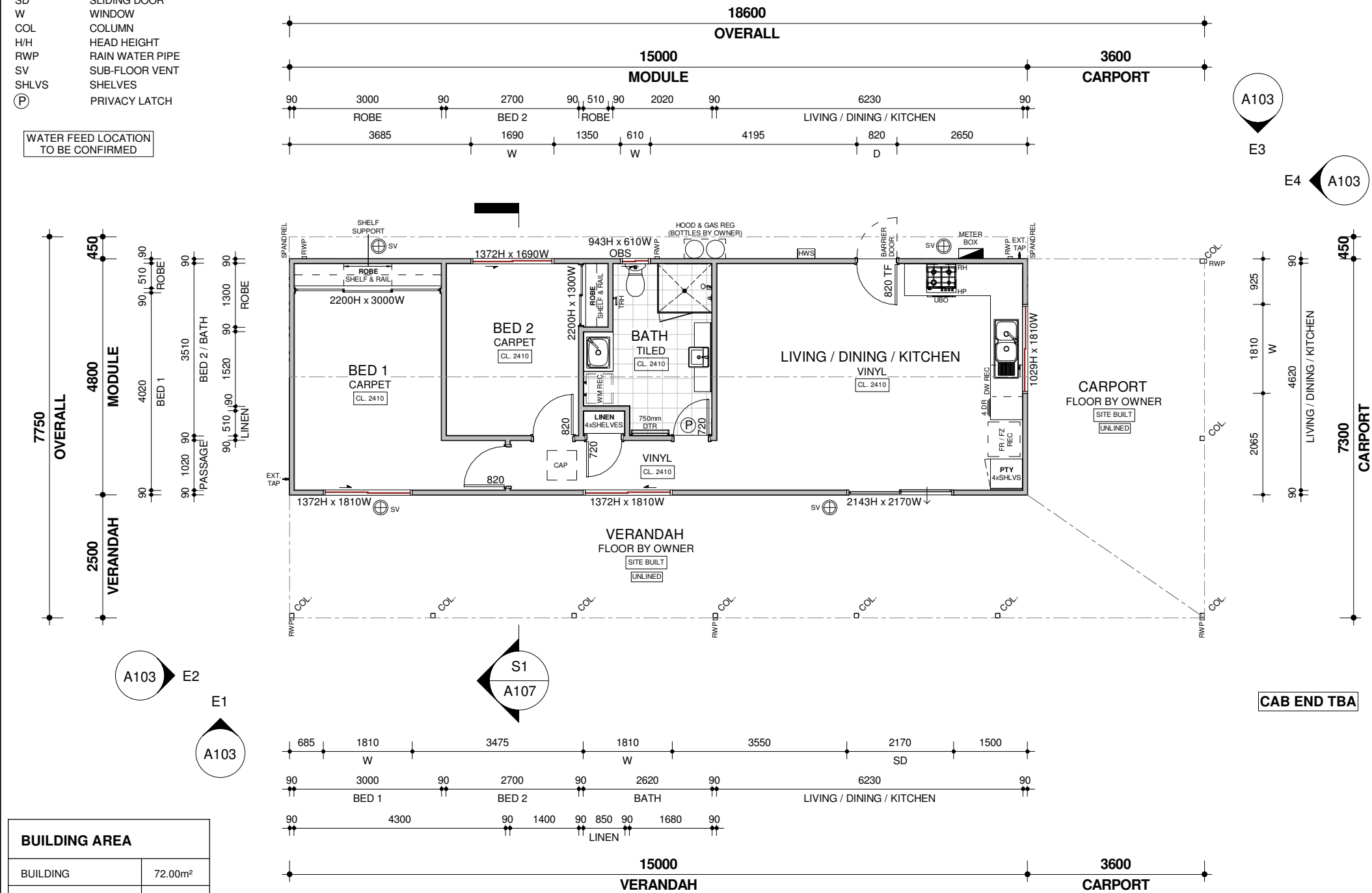
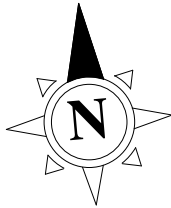
- HP HOT PLATE  
RH RANGEHOOD  
UBO UNDERBENCH OVEN  
OHC OVERHEAD CUPBOARD  
DR DRAWER  
FR/FZ REC FRIDGE / FREEZER RECESS  
DW REC DISHWASHER RECESS  
TR TROUGH  
WM REC WASHING MACHINE RECESS  
TRH TOILET ROLL HOLDER  
DTR DOUBLE TOWEL RAIL  
TRG TOWEL RING  
SR SHOWER RAIL / ROSE  
CAP CEILING ACCESS PANEL  
BRM BROOM  
V VANITY  
B BASIN  
OBS OBSCURE  
TF TIMBER FRAME  
D DOOR  
SD SLIDING DOOR  
W WINDOW  
COL COLUMN  
H/H HEAD HEIGHT  
RWP RAIN WATER PIPE  
SV SUB-FLOOR VENT  
SHLVS SHELVES  
P PRIVACY LATCH

WATER FEED LOCATION  
TO BE CONFIRMED

BUSHFIRE ATTACK  
LEVEL (BAL): LOW

WIND CLASSIFICATION:  
REGION A


SOIL CLASSIFICATION: "TBA"



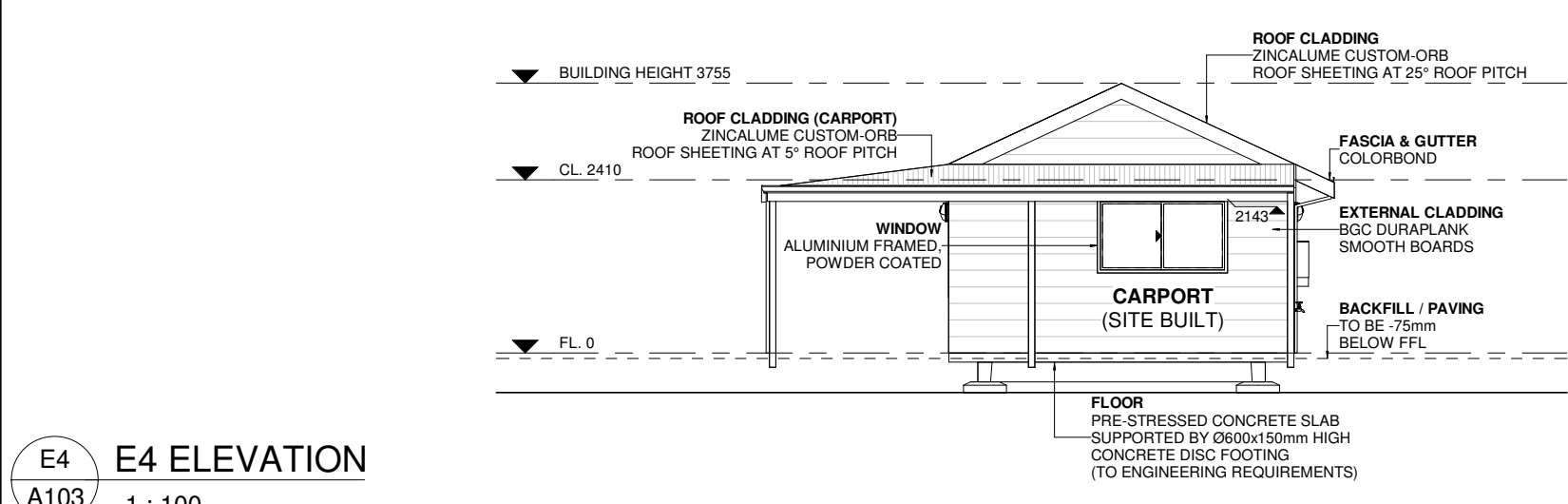
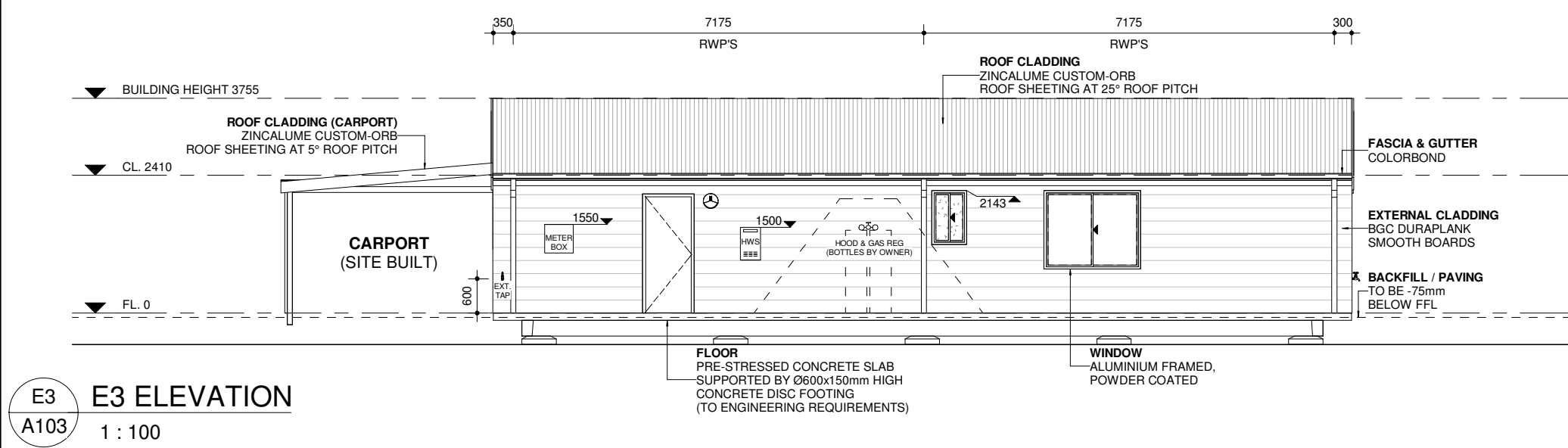
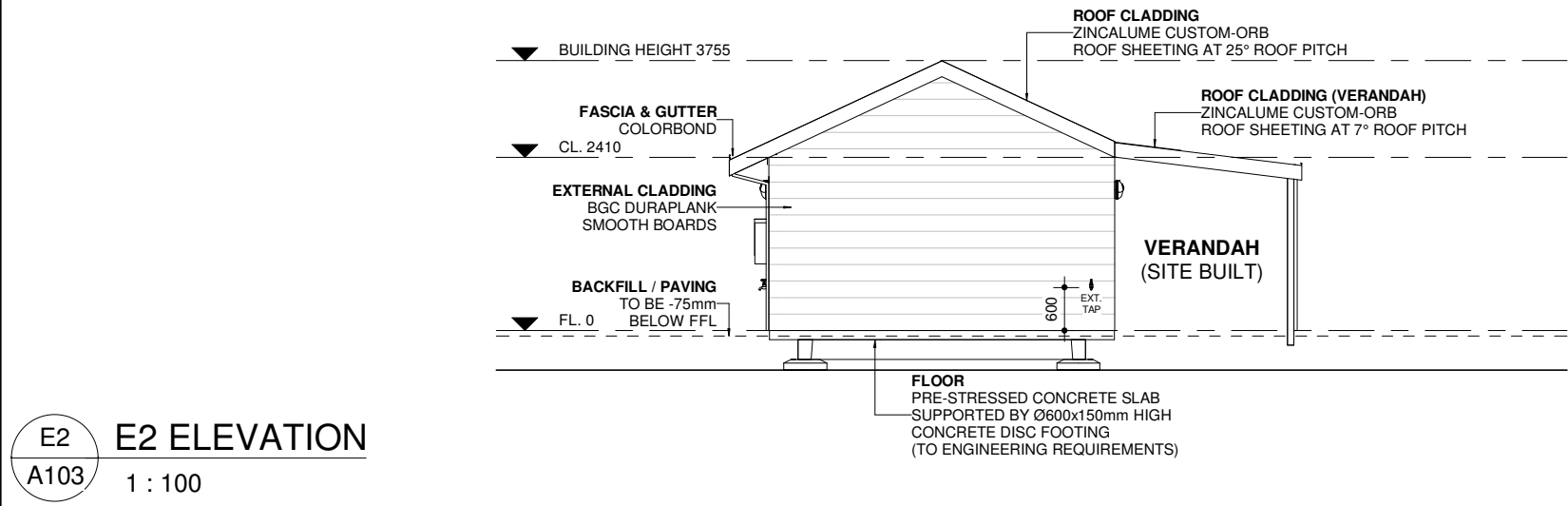
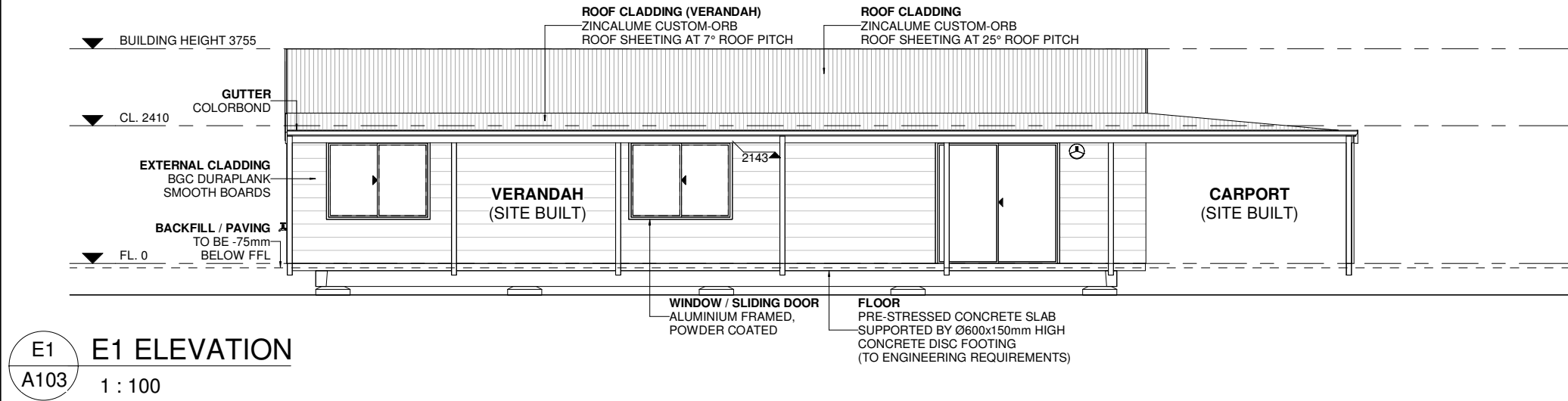
BUILDING AREA	
BUILDING	72.00m²
VERANDAH	37.50m²
CARPORT	26.28m²
PORCH	N/A
TOTAL	135.78m²

ROOF AREA	
ROOF (YARD BUILT)	87.10m²
ROOF (SITE BUILT)	64.03m²
TOTAL	151.13m²
























1 FLOOR PLAN  
A102 1 : 100

CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22052	 T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630  Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .
ADDRESS:	UNIT A, LOT 53 (#21) CAMPBELL STREET YALGOO, WA 6635	A	Prepare working drawings	02.05.22	DATE:	31/05/2022 11:17:39 AM	
HOUSE TYPE:	AUGUSTA (TRADITIONAL)	B	Add Site Survey	25.05.22	DRAWN:	ZY	
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					REV:	SHEET	
					SCALE:	B 1 : 100	A102

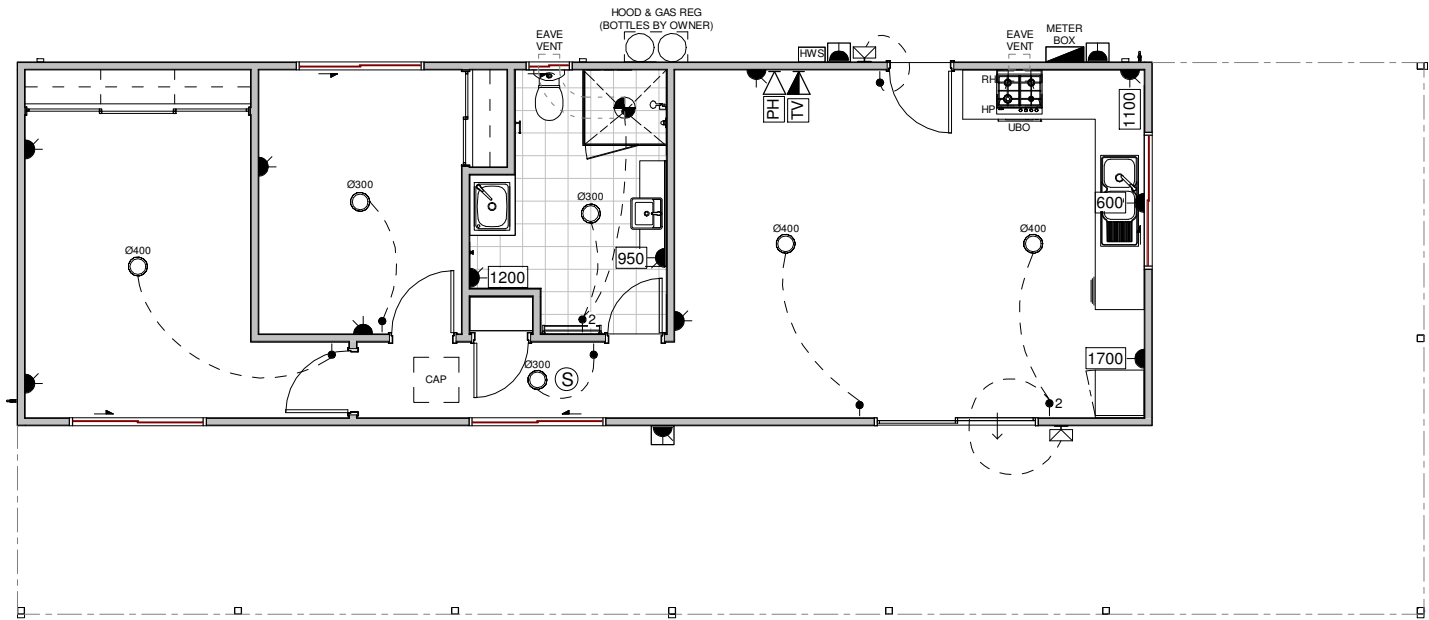
BACKFILL  
BY OWNER



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					REV:	SHEET	
					SCALE:	B 1 : 100	A103

ELECTRICAL LEGEND	
	CEILING LIGHT - L.E.D OYSTER FITTING
	CEILING LIGHT - L.E.D DOWNLIGHT FITTING
	EXTERNAL WALL LIGHT
	EXTERNAL WALL LIGHT - UP/DOWN
	L.E.D. SURFACE MOUNTED BATTEN
	MOTION SENSOR
	SINGLE GPO
	DOUBLE GPO
	QUAD GPO
	SINGLE WEATHERPROOF GPO
	DOUBLE WEATHERPROOF GPO
	ISOLATION SWITCH
	AIR CONDITIONER UNIT ISOLATOR
	PHONE / DATA OUTLET
	TV POINT
	LIGHT SWITCH
	HARDWIRED SMOKE DETECTOR c/w BATTERY BACKUP
	EXHAUST FAN FLUMED
	HEAT / LIGHT / FAN
	LIGHT / FAN
	CEILING FAN
	CEILING FAN c/w LIGHT
	METER BOX

- ELECTRICAL NOTES:**
1. ALL ELECTRICAL HEIGHTS ARE MEASURED FROM FINISHED FLOOR LEVEL
  2. ALL LIGHT SWITCHES TO BE 1200mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  3. INTERNAL GENERAL POWER OUTLETS, PHONE & DATA POINTS TO BE 300mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  4. EXTERNAL GENERAL POWER OUTLETS AND EXTERNAL ISO SWITCH TO BE 1200mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  5. EXTERNAL LIGHT FITTINGS TO BE 1900mm ABOVE FINISHED FLOOR LEVEL - MEASURED TO UNDERSIDE OF FITTING
  6. POWER TO DISHWASHER RECESS, ELECTRIC OVEN, RANGEHOOD, HOT PLATE, HOT WATER SYSTEM.




1

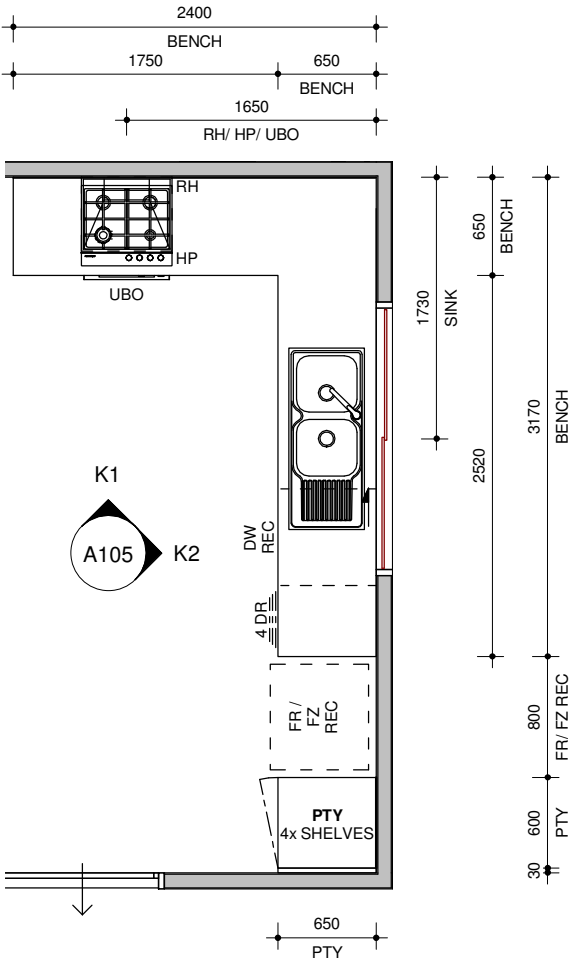
A104

ELECTRICAL PLAN

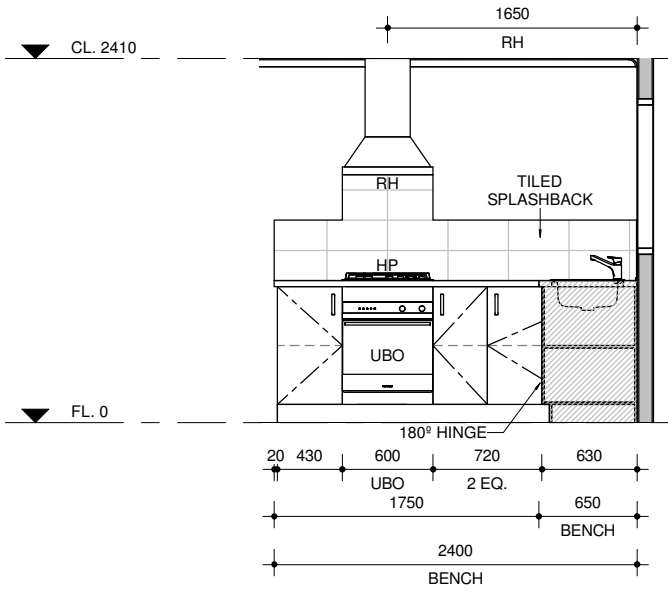
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HOUSE TYPE:	AUGUSTA (TRADITIONAL)	SCALE:	B	A104																						
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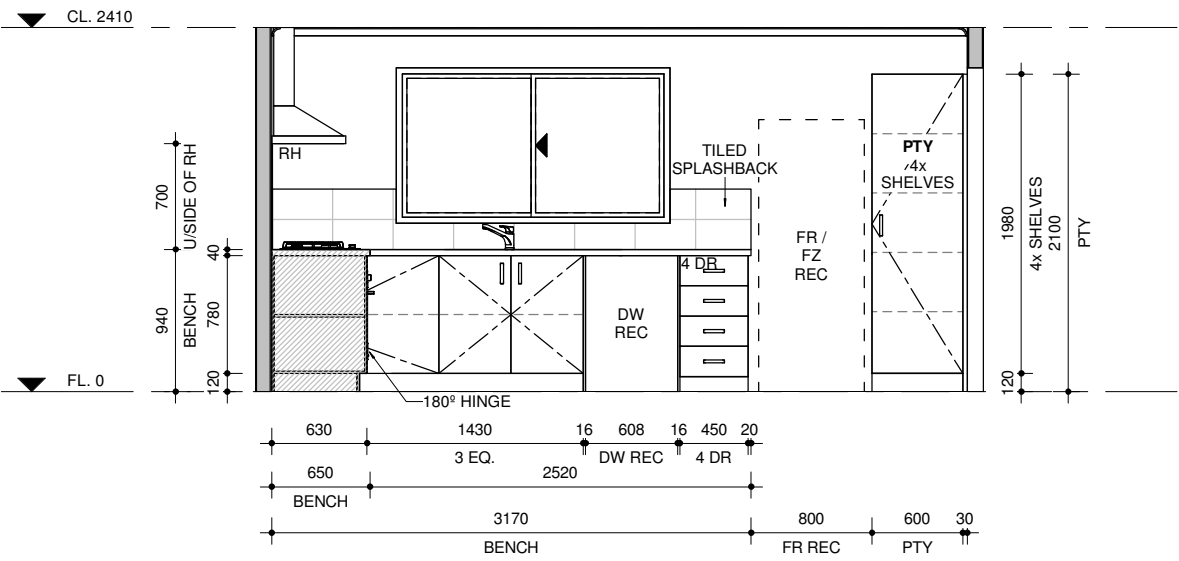
NOTE:  
DIMENSIONS SHOWN  
ARE MEASURED FROM  
INTERNAL WALL LINING




K KITCHEN LAYOUT  
A105 1 : 50



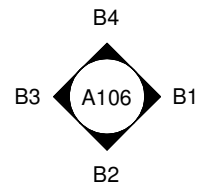
K1 KITCHEN K1  
A105 1 : 50



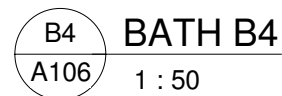
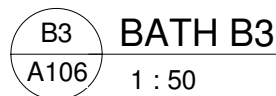
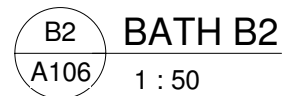
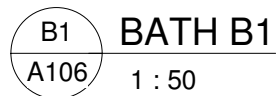
K2 KITCHEN K2  
A105 1 : 50


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					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	B 1 : 50	A105

### DIMENSIONS MEASURED FROM INTERNAL WALL LINING

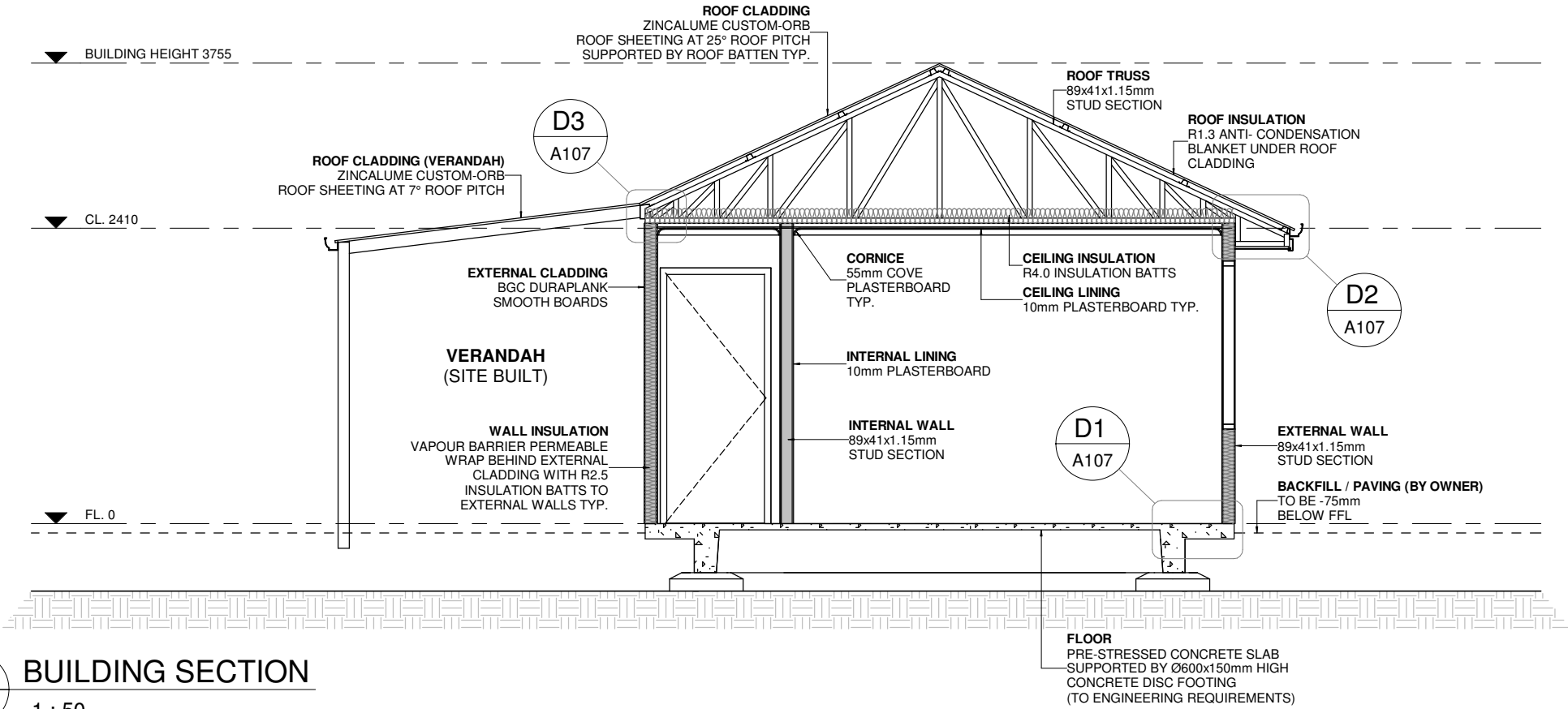


B BATH LAYOUT  
A106 1 : 50



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A	Prepare working drawings		02.05.22																				
B	Add Site Survey		25.05.22																				
ADDRESS:	UNIT A, LOT 53 (#21) CAMPBELL STREET YALGOO, WA 6635	DATE:	31/05/2022 11:17:43 AM	T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630																			
		DRAWN:	ZY																				
		CHECKED:	BT																				
		REV:	SHEET																				
		SCALE:	A106																				
1 : 50																							

Use figured dimensions in preference to scaled.		Copyright
All dimensions to be verified and checked on the job.		© .

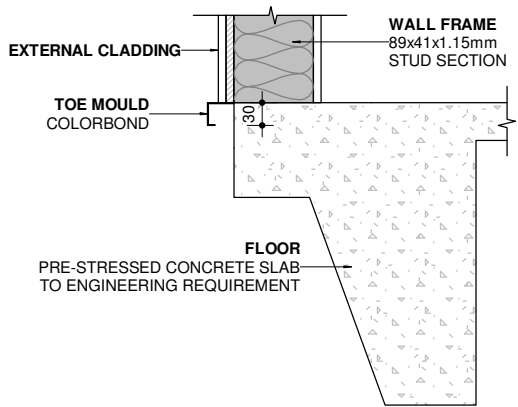


S1

A107

BUILDING SECTION

1 : 50

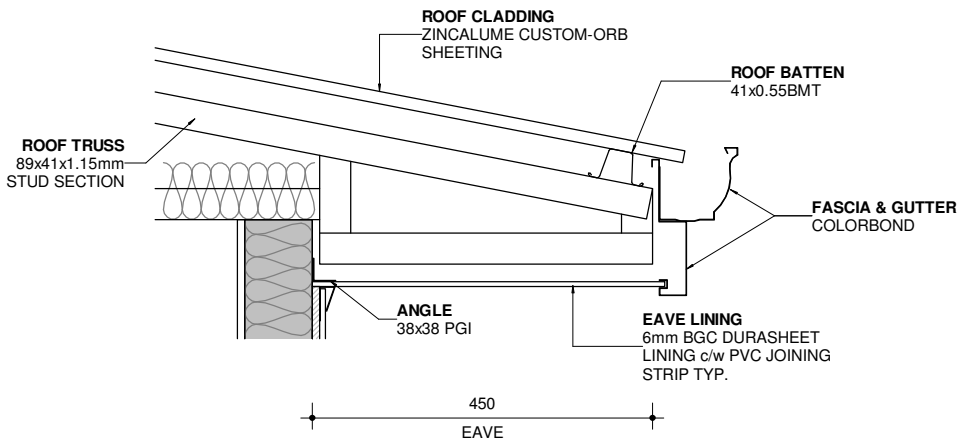


D1

A107

TOE MOULD DETAIL

1 : 10

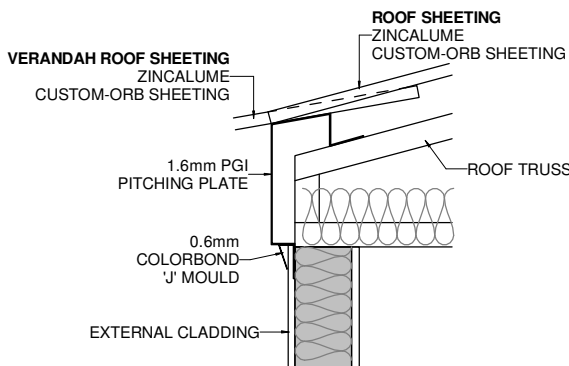


D2

A107

LOW END EAVE DETAIL

1 : 10

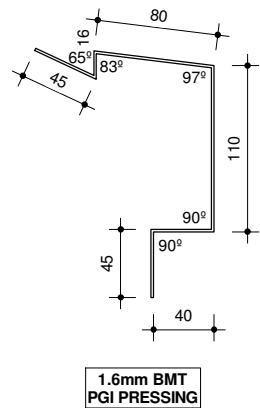


D3

A107

PITCHING PLATE DETAIL

1 : 10

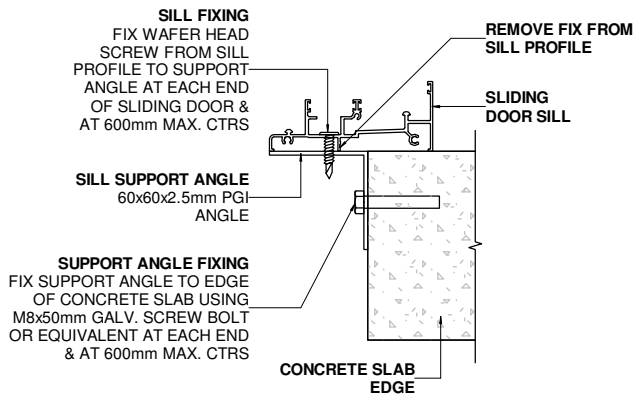


D4

A107

PP1 PITCHING PLATE PROFILE

1 : 5




D5

A107

SLIDING DOOR SILL SUPPORT DETAIL

1 : 5

CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22052	<div><p>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</p><p>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</p></div>
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HOUSE TYPE:	AUGUSTA (TRADITIONAL)	B	Add Site Survey	25.05.22	DRAWN:	Author	
					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	B As indicated	
						A107	

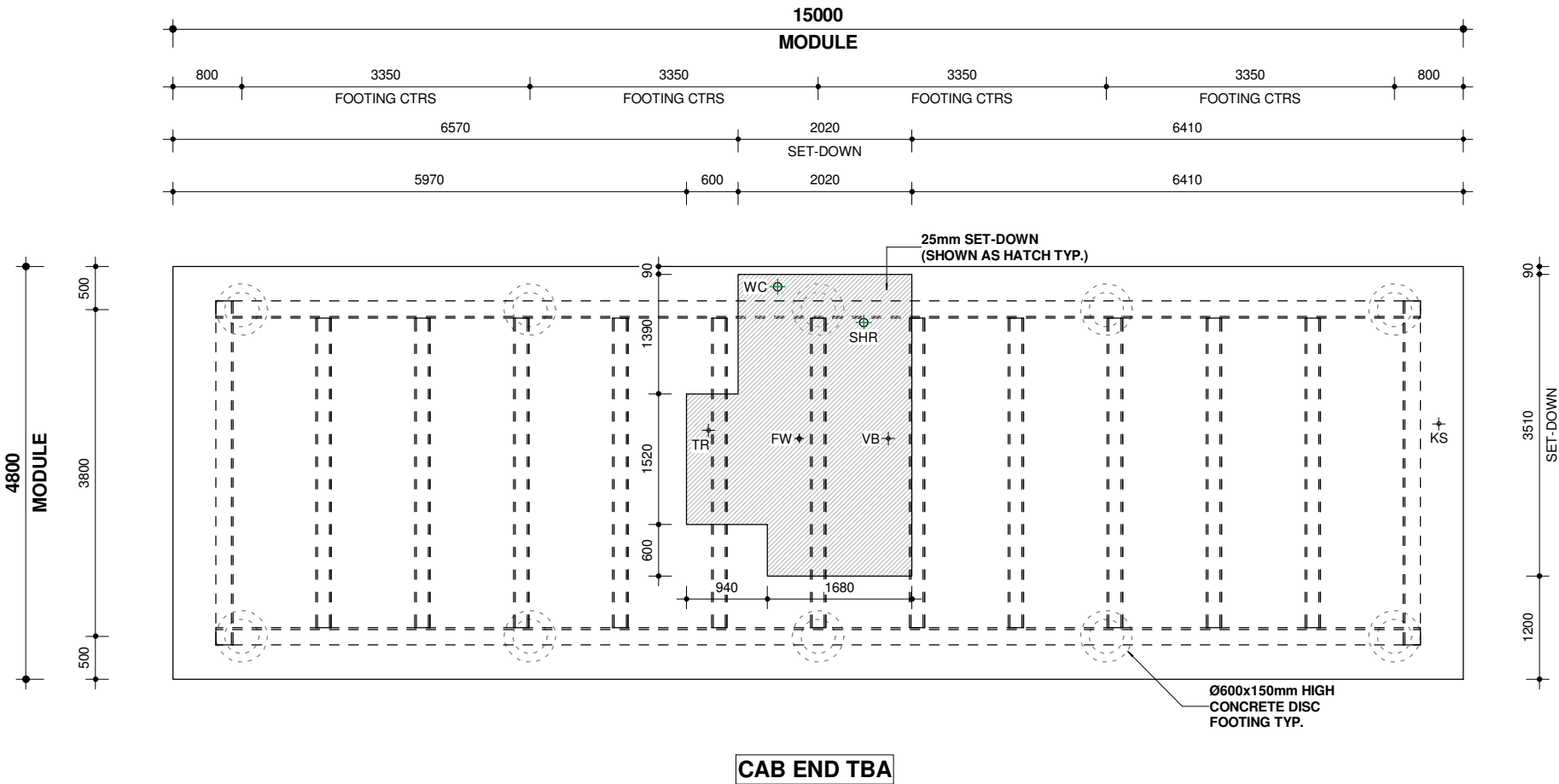


FOUNDATION NOTES:

1. FOUNDATION SOIL TO BE CLEAN, COMPACT, NATURAL GROUND, FREE OF EXCESSIVE MOISTURE.
2. GROUND SHALL BE COMPACTED TO ACHIEVE: FOR SAND SITES, MINIMUM 6 BLOWS OVER 150-450 MM, 7 BLOWS OVER 450-750 MM, AND 9 BLOWS OVER 750-1050 MM WITH A PERTH SAND PENETROMETER (AS1289.6.3.3) FOR COHESIVE/GRAVEL SITES, MINIMUM 6 BLOWS OVER 150MM USING A DYNAMIC CONE PENETROMETER (DCP) THROUGH ALL FILL OR TO 600MM IN NATURAL GROUND.
3. PREPARE SITE SUCH THAT SURFACE RUNOFF CANNOT DRAIN OVER OR UNDER FOUNDATIONS.
4. FOOTING HAS BEEN DESIGNED FOR SOIL CLASS "TBA"


**DO NOT SCALE FROM THIS DRAWING**  
ALL CONTRACTORS TO CHECK DIMENSIONS AND NOTES PRIOR TO COMMENCEMENT OF ANY WORKS AND ANY DISCREPANCIES TO BE NOTIFIED TO THE SITE SUPERVISOR WITHOUT DELAY.

PENETRATIONS		
CIP	CAST IN PLATE	150 SQ
FW	FLOOR WASTE	65Ø
VB	VANITY BASIN	65Ø
SK	KITCHEN SINK	65Ø
TR	TROUGH	65Ø
WC	WC PAN	125Ø
SHR	SHOWER WASTE	125Ø

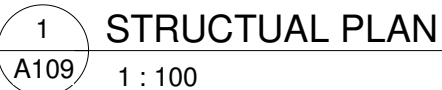


1  
A108

CONCRETE SLAB PLAN  
1 : 75

CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22052	<div><p>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</p><p>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</p></div>
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					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	As indicated	A108

DESIGNED TO BE NON-TRAFFICABLE.  
UNDER NO CIRCUMSTANCES SHALL ANY  
ITEMS BE STORED AND OR INSTALLED ON  
THIS ROOF SPACE





GENERAL NOTES:

1. DO NOT SCALE FROM THIS DRAWING. ALL CONTRACTORS TO CHECK DIMENSIONS AND NOTES PRIOR TO COMMENCEMENT OF ANY WORKS AND ANY DISCREPANCIES TO BE NOTIFIED TO THE SITE SUPERVISOR WITHOUT DELAY.

2. DIMENSIONS SHOWN ON THIS PLAN ARE TO STEEL FRAME AND DOES NOT INCLUDE EXTERNAL CLADDING OR INTERNAL LINING WIDTH.

REFER TO UNIT A (J/N 22052)  
DWG A101 FOR SITE PLAN

BUSHFIRE ATTACK  
LEVEL (BAL): LOW

WIND CLASSIFICATION:  
REGION A

SOIL CLASSIFICATION: "TBA"

CLIENT NOTE:

THIS PLAN IS TO BE READ IN CONJUNCTION WITH MODULAR WA ADDENDA AND ENGINEERED CERTIFIED DRAWINGS.

CARPENTERS NOTE:

SILICONE BEAD REQUIRED AT BASE OF WALL FRAMES TO ALL TILED WET AREAS

INTERNAL OPENINGS:

DHO: FLUSHED DOOR HEIGHT OPENING 2080mm A.F.L  
FHO: FULL HEIGHT OPENING

WINDOWS

WINDOW HEAD HEIGHT TO BE 2143mm A.F.L UNLESS NOTED OTHERWISE

ABBREVIATION LEGEND

HP

HOT PLATE

RH

RANGEHOOD

UBO

UNDERBENCH OVEN

OHC

OVERHEAD CUPBOARD

DR

DRAWER

FR/FZ REC

FRIDGE / FREEZER RECESS

DW REC

DISHWASHER RECESS

TR

TROUGH

WM REC

WASHING MACHINE RECESS

TRH

TOILET ROLL HOLDER

DTR

DOUBLE TOWEL RAIL

TRG

TOWEL RING

SR

SHOWER RAIL / ROSE

CAP

CEILING ACCESS PANEL

BRM

BROOM

V

VANITY

B

BASIN

OBS

OBSCURE

TF

TIMBER FRAME

D

DOOR

SD

SLIDING DOOR

W

WINDOW

COL

COLUMN

H/H

HEAD HEIGHT

RWP

RAIN WATER PIPE

SV

SUB-FLOOR VENT

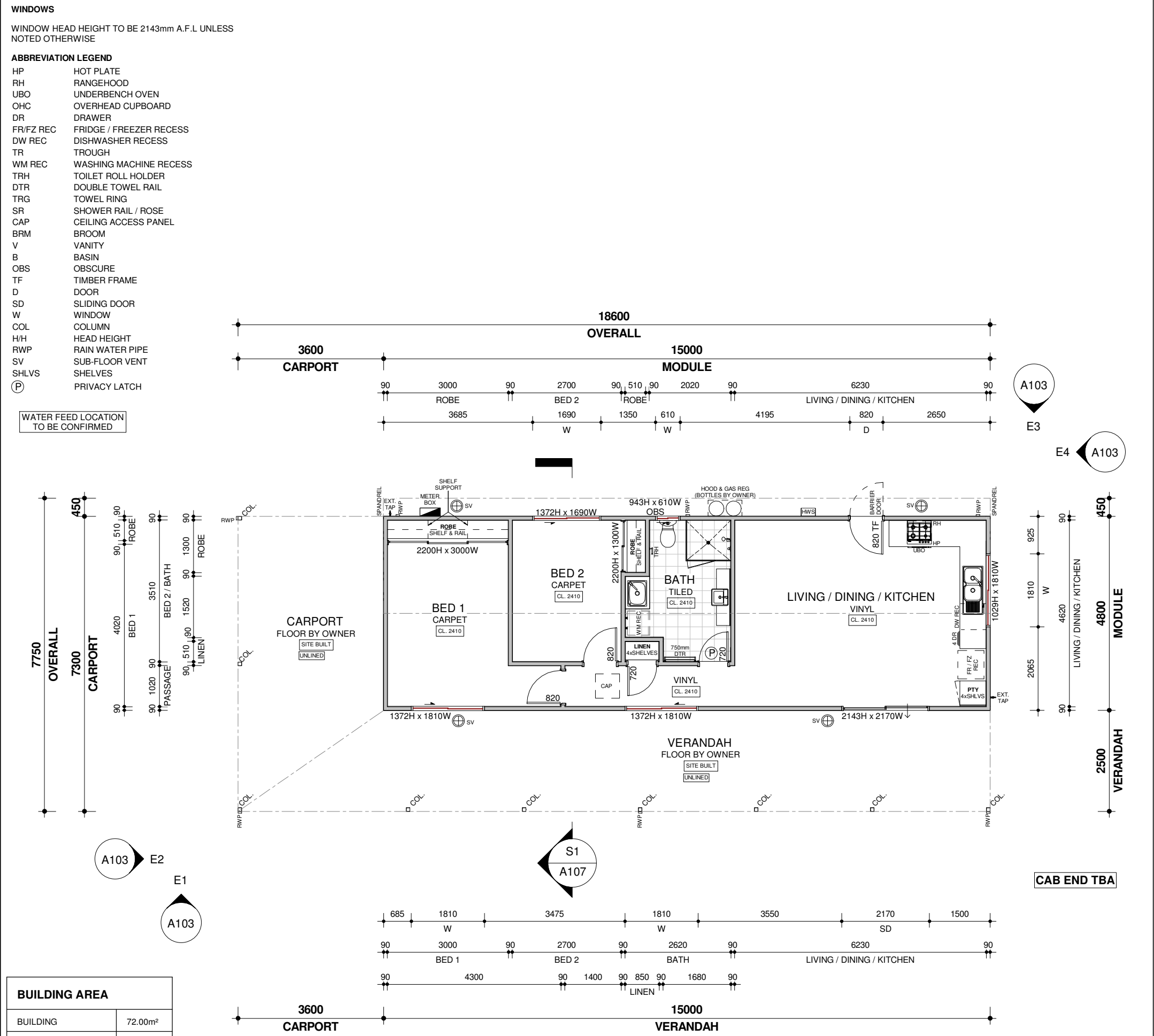
SHLVS

SHELVES

P

PRIVACY LATCH

N



BUILDING AREA	
BUILDING	72.00m²
VERANDAH	37.50m²
CARPORT	26.28m²
PORCH	N/A
TOTAL	135.78m²

ROOF AREA	
ROOF (YARD BUILT)	87.10m²
ROOF (SITE BUILT)	64.03m²
TOTAL	151.13m²

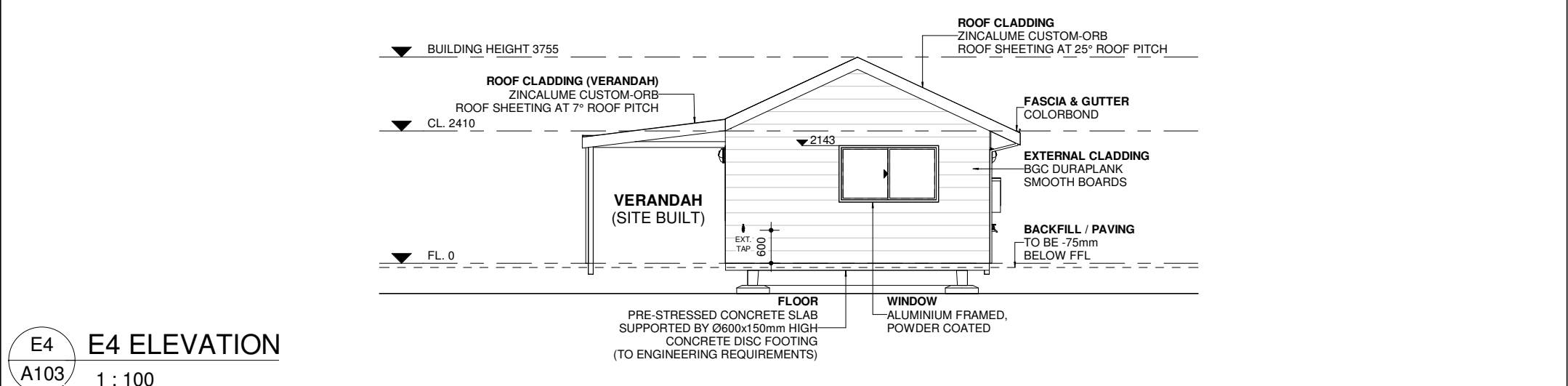
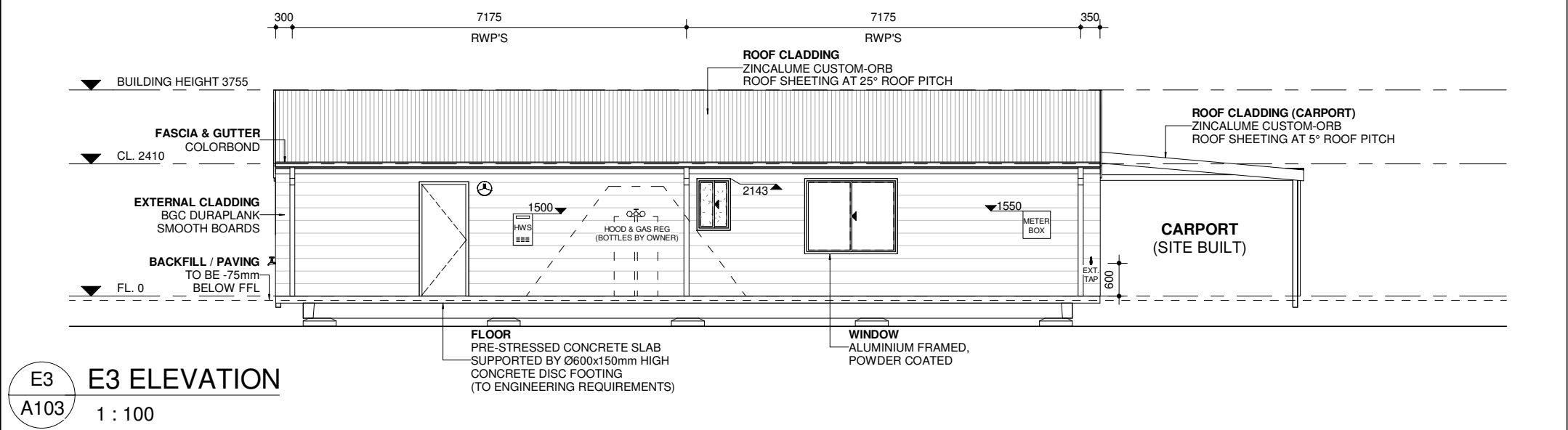
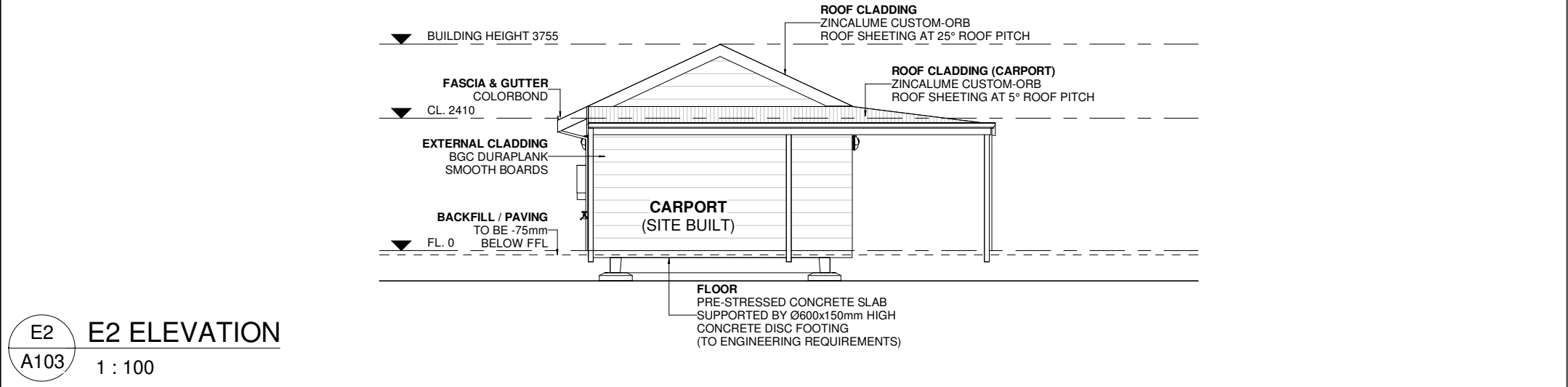
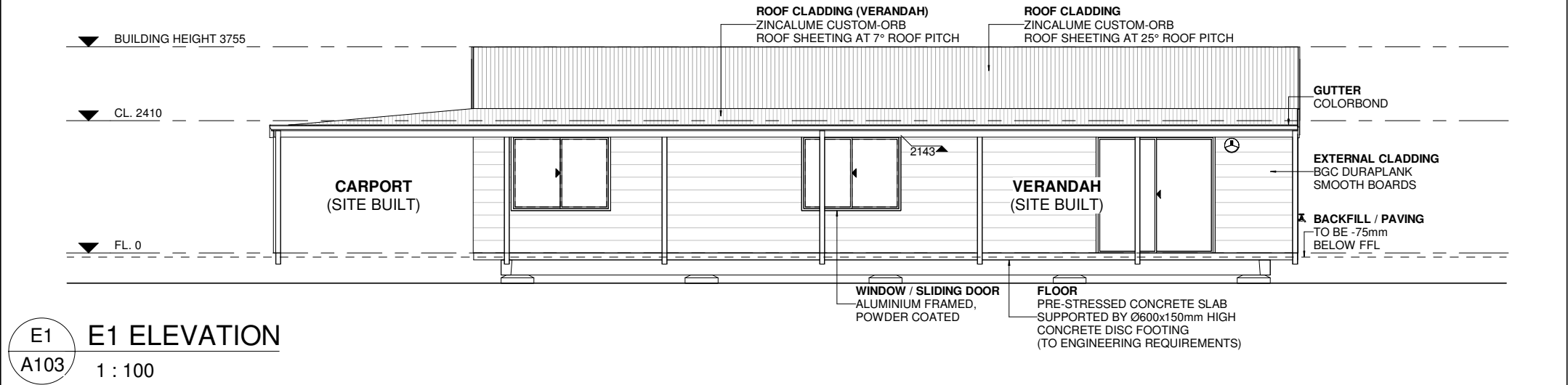
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FLOOR PLAN
























1 : 100

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ADDRESS:	UNIT B, LOT 53 (#21) CAMPBELL STREET YALGOO, WA 6635	A	Prepare working drawings	02.05.22	DATE:	18/05/2022 10:52:49 AM	
HOUSE TYPE:	AUGUSTA (TRADITIONAL)				DRAWN:	ZY	
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					REV:	SHEET	
					SCALE:	A 1 : 100	
					A102		

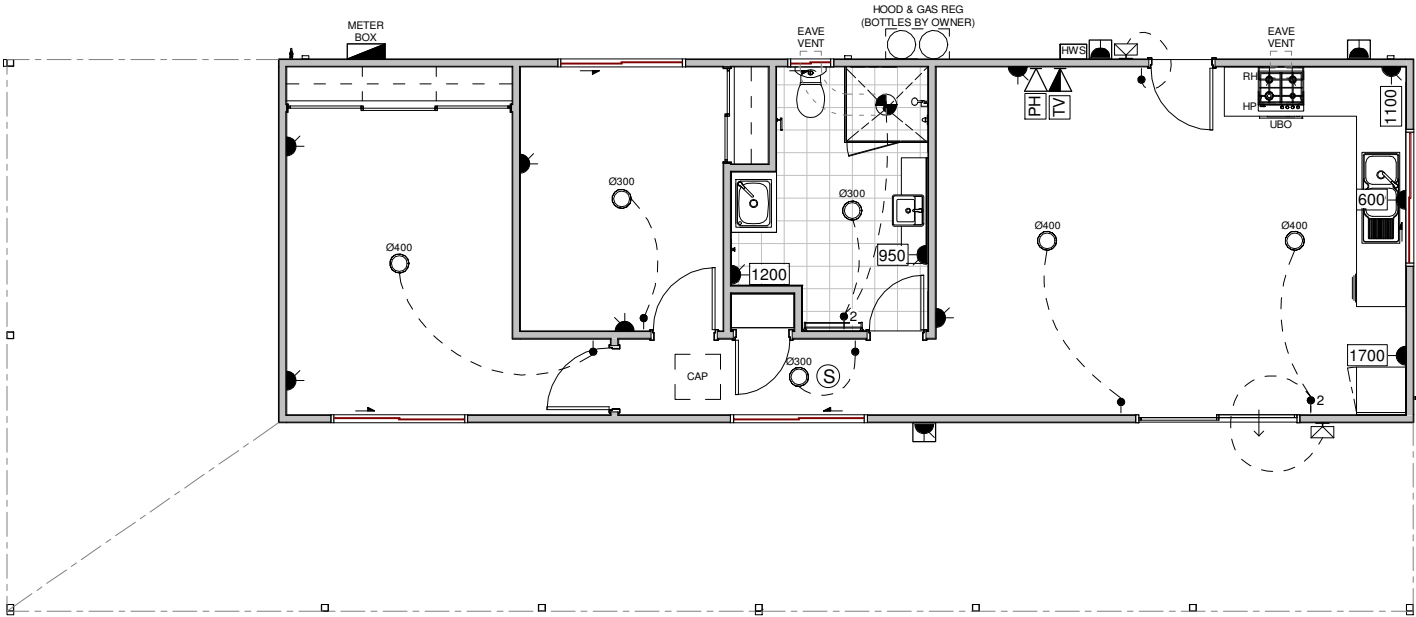
BACKFILL  
BY OWNER



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ADDRESS:	UNIT B, LOT 53 (#21) CAMPBELL STREET YALGOO, WA 6635	A	Prepare working drawings	02.05.22	DATE:	18/05/2022 10:52:51 AM	
HOUSE TYPE:	AUGUSTA (TRADITIONAL)				DRAWN:	ZY	
					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	A103 1 : 100	

ELECTRICAL LEGEND	
	CEILING LIGHT - L.E.D OYSTER FITTING
	CEILING LIGHT - L.E.D DOWNLIGHT FITTING
	EXTERNAL WALL LIGHT
	EXTERNAL WALL LIGHT - UP/DOWN
	L.E.D. SURFACE MOUNTED BATTEN
	MOTION SENSOR
	SINGLE GPO
	DOUBLE GPO
	QUAD GPO
	SINGLE WEATHERPROOF GPO
	DOUBLE WEATHERPROOF GPO
	ISOLATION SWITCH
	AIR CONDITIONER UNIT ISOLATOR
	PHONE / DATA OUTLET
	TV POINT
	LIGHT SWITCH
	HARDWIRED SMOKE DETECTOR c/w BATTERY BACKUP
	EXHAUST FAN FLUMED
	HEAT / LIGHT / FAN
	LIGHT / FAN
	CEILING FAN
	CEILING FAN c/w LIGHT
	METER BOX

- ELECTRICAL NOTES:**
1. ALL ELECTRICAL HEIGHTS ARE MEASURED FROM FINISHED FLOOR LEVEL
  2. ALL LIGHT SWITCHES TO BE 1200mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  3. INTERNAL GENERAL POWER OUTLETS, PHONE & DATA POINTS TO BE 300mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  4. EXTERNAL GENERAL POWER OUTLETS AND EXTERNAL ISO SWITCH TO BE 1200mm ABOVE FINISHED FLOOR LEVEL UNLESS OTHERWISE NOTED
  5. EXTERNAL LIGHT FITTINGS TO BE 1900mm ABOVE FINISHED FLOOR LEVEL - MEASURED TO UNDERSIDE OF FITTING
  6. POWER TO DISHWASHER RECESS, ELECTRIC OVEN, RANGEHOOD, HOT PLATE, HOT WATER SYSTEM.




1

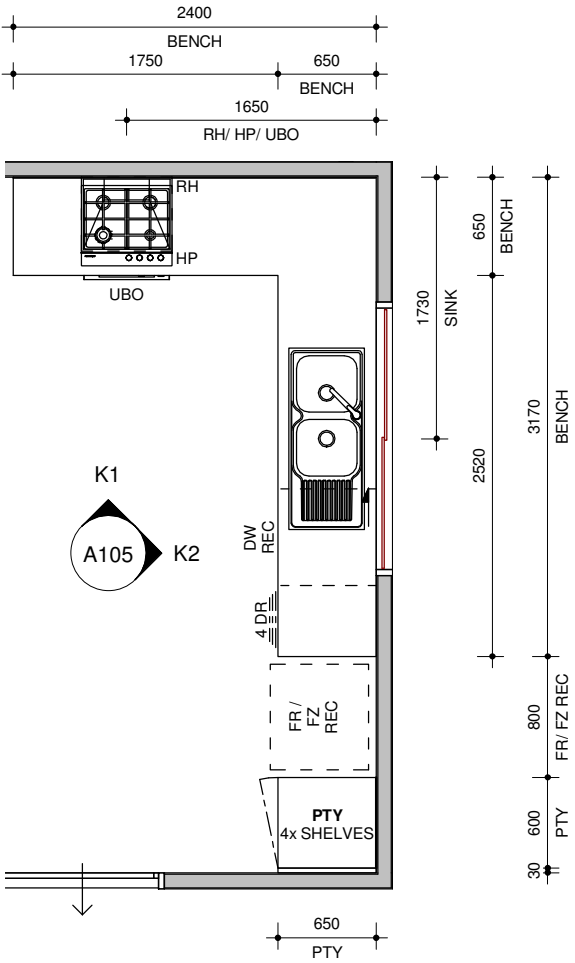
A104

ELECTRICAL PLAN

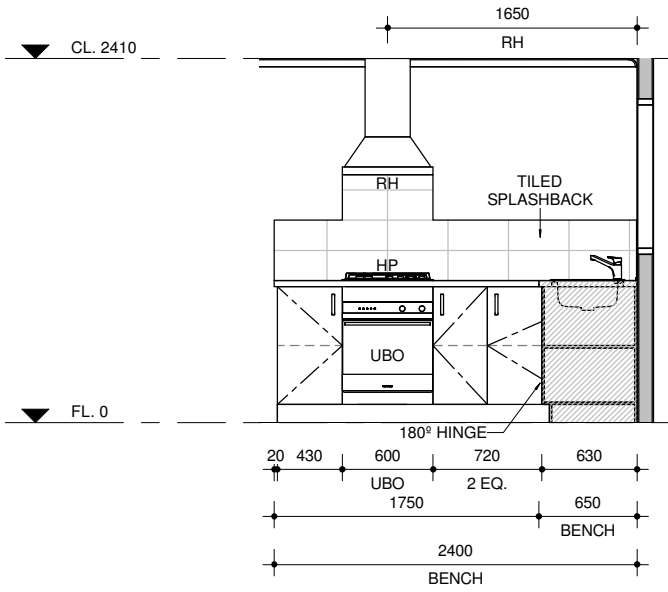
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					SCALE:	A 1 : 100	A104

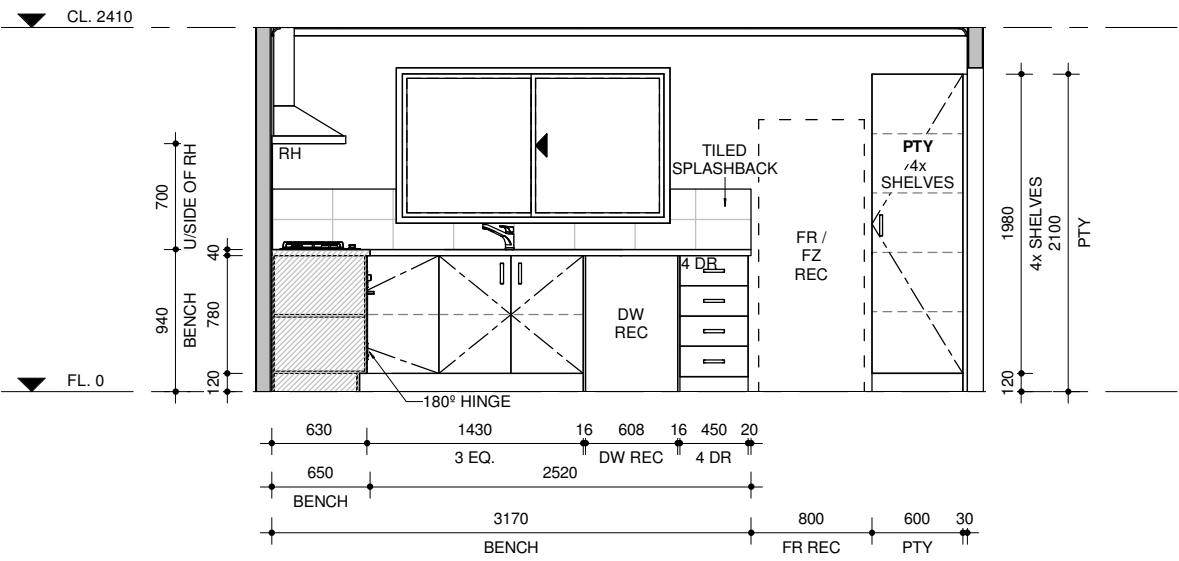
NOTE:  
DIMENSIONS SHOWN  
ARE MEASURED FROM  
INTERNAL WALL LINING




K KITCHEN LAYOUT  
A105 1 : 50



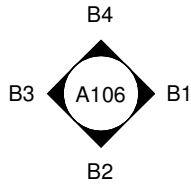
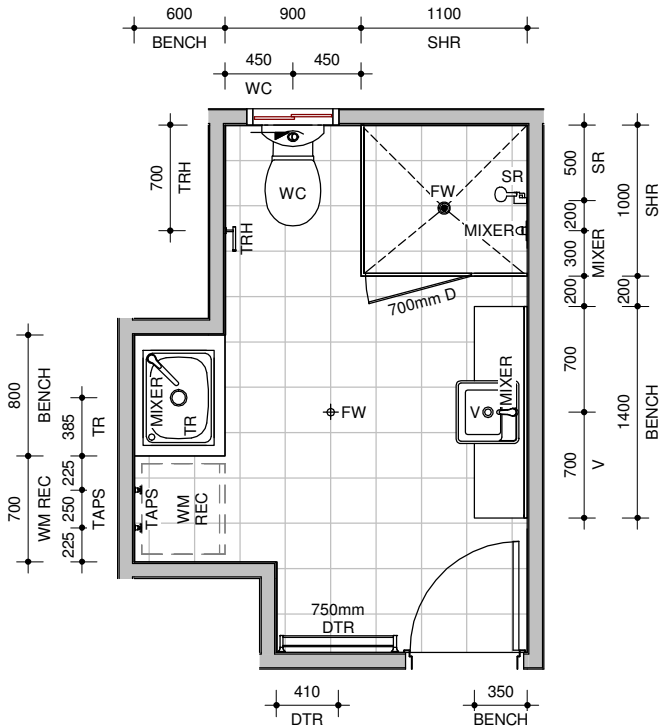
K1 KITCHEN K1  
A105 1 : 50



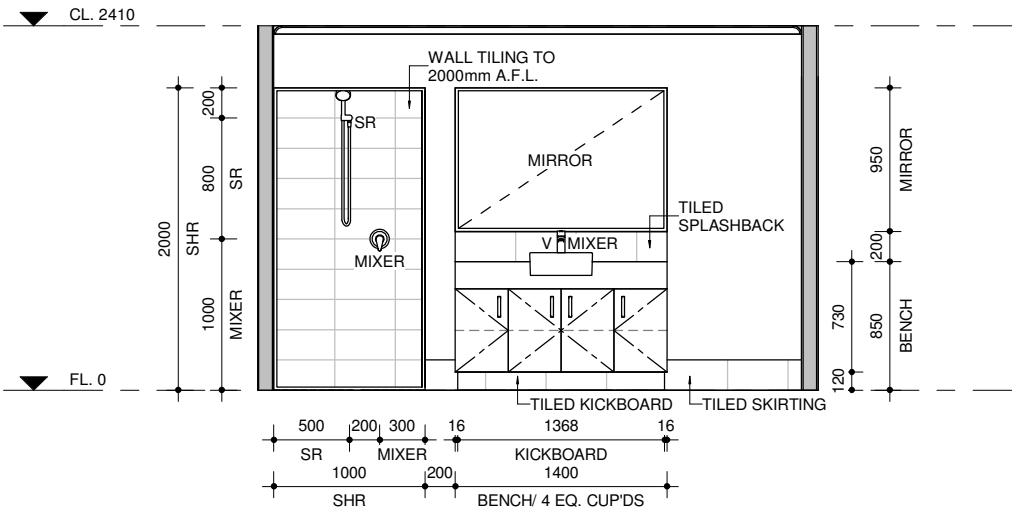
K2 KITCHEN K2  
A105 1 : 50

CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22053	<div><p>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</p><p>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</p></div>
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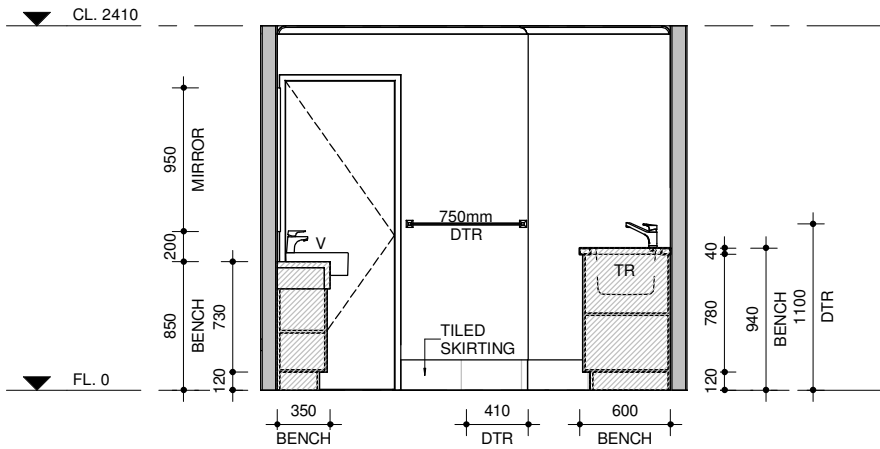
NOTE:  
DIMENSIONS MEASURED  
FROM INTERNAL WALL LINING



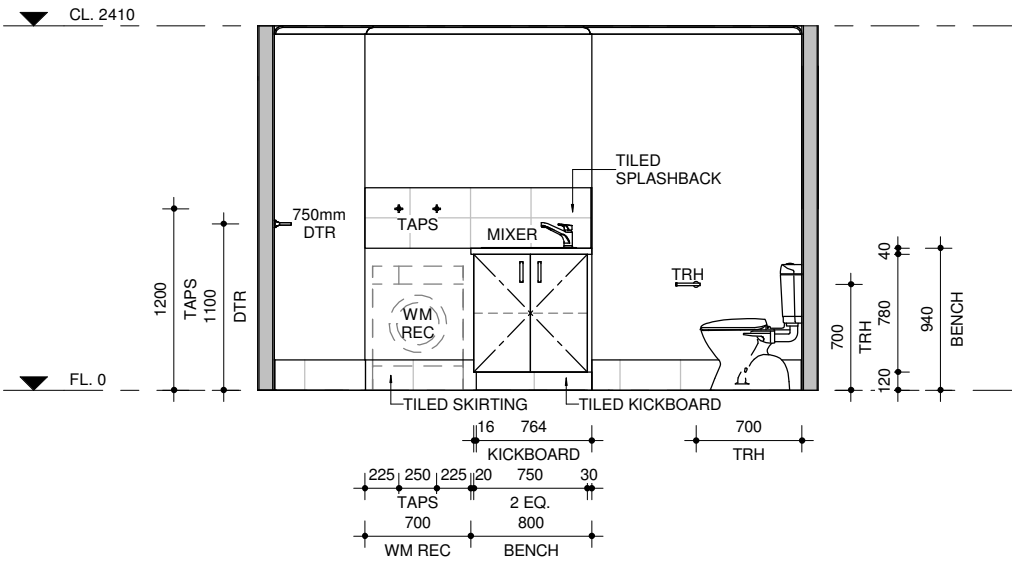
B BATH LAYOUT  
A106 1 : 50



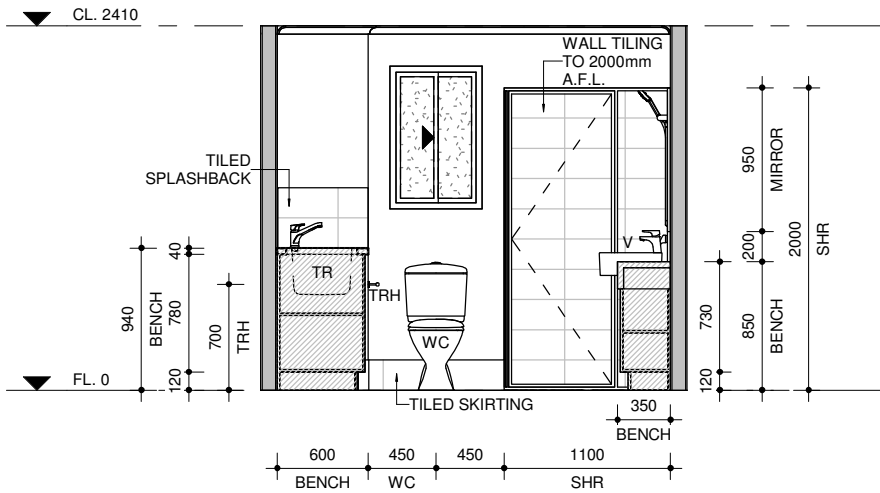
B1 BATH B1  
A106 1 : 50




B2 BATH B2  
A106 1 : 50

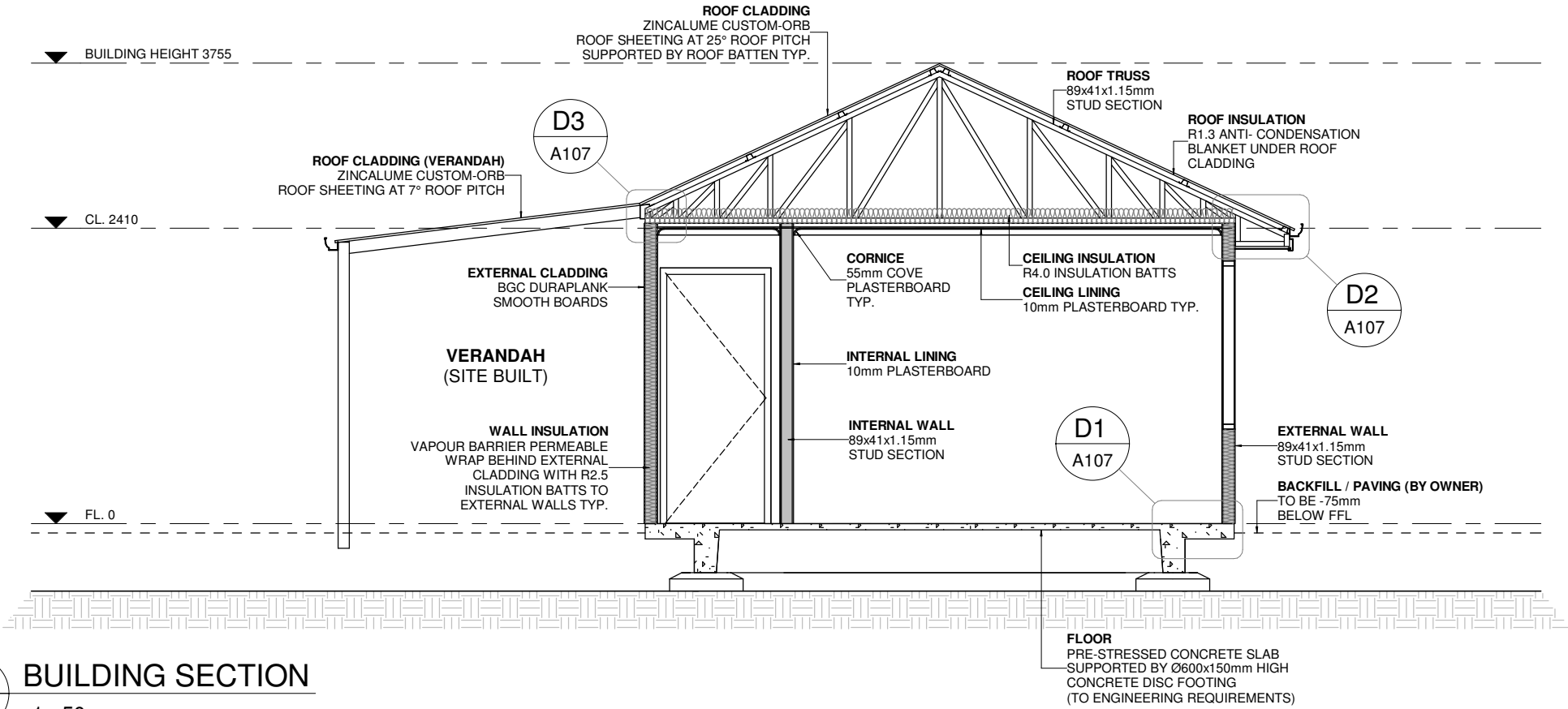


B3 BATH B3  
A106 1 : 50



B4 BATH B4  
A106 1 : 50

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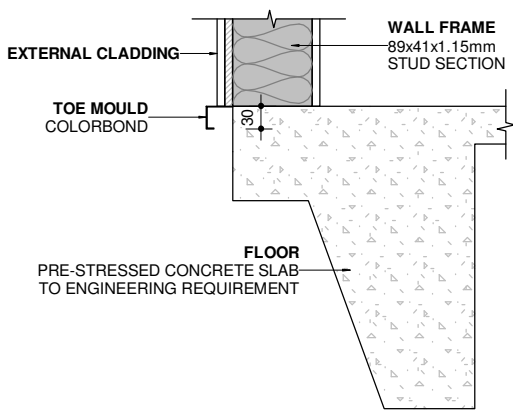


S1

A107

BUILDING SECTION

1 : 50

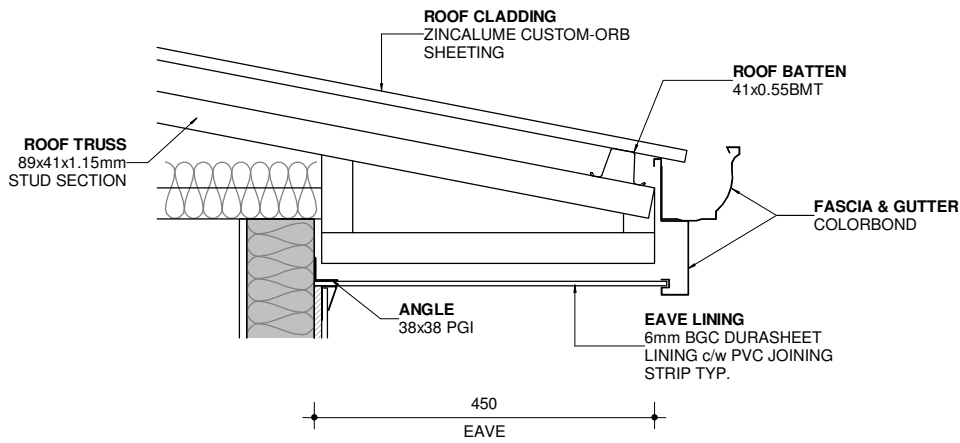


D1

A107

TOE MOULD DETAIL

1 : 10

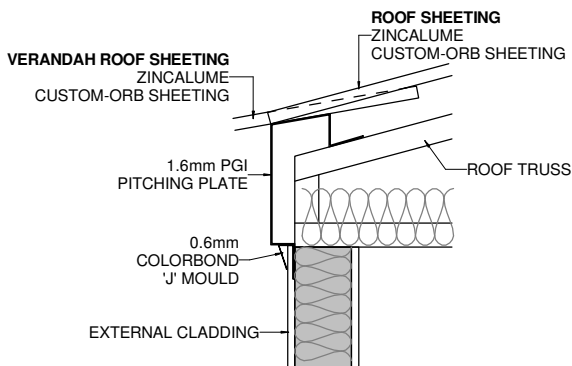


D2

A107

LOW END EAVE DETAIL

1 : 10

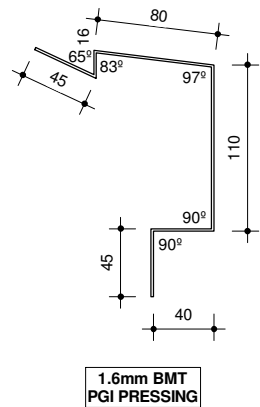


D3

A107

PITCHING PLATE DETAIL

1 : 10

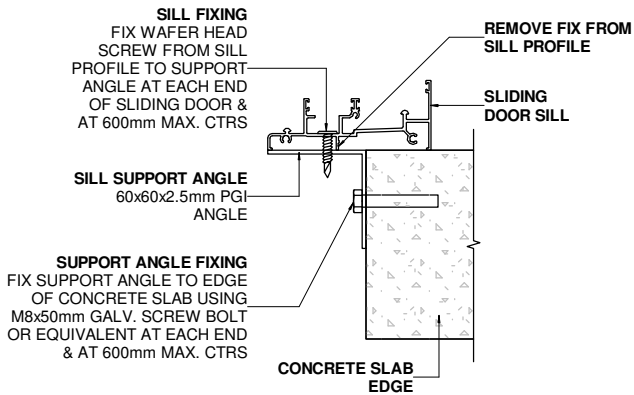


D4

A107

PP1 PITCHING PLATE PROFILE

1 : 5




D5

A107

SLIDING DOOR SILL SUPPORT DETAIL

1 : 5

CLIENT:	SHIRE OF YALGOO	<table><tr><th>Rev</th><th>Description</th><th>Date</th></tr><tr><td>A</td><td>Prepare working drawings</td><td>02.05.22</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	Rev	Description	Date	A	Prepare working drawings	02.05.22													JOB No.	22053	<div><p>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</p><p>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</p></div>
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		SCALE:	A107																				
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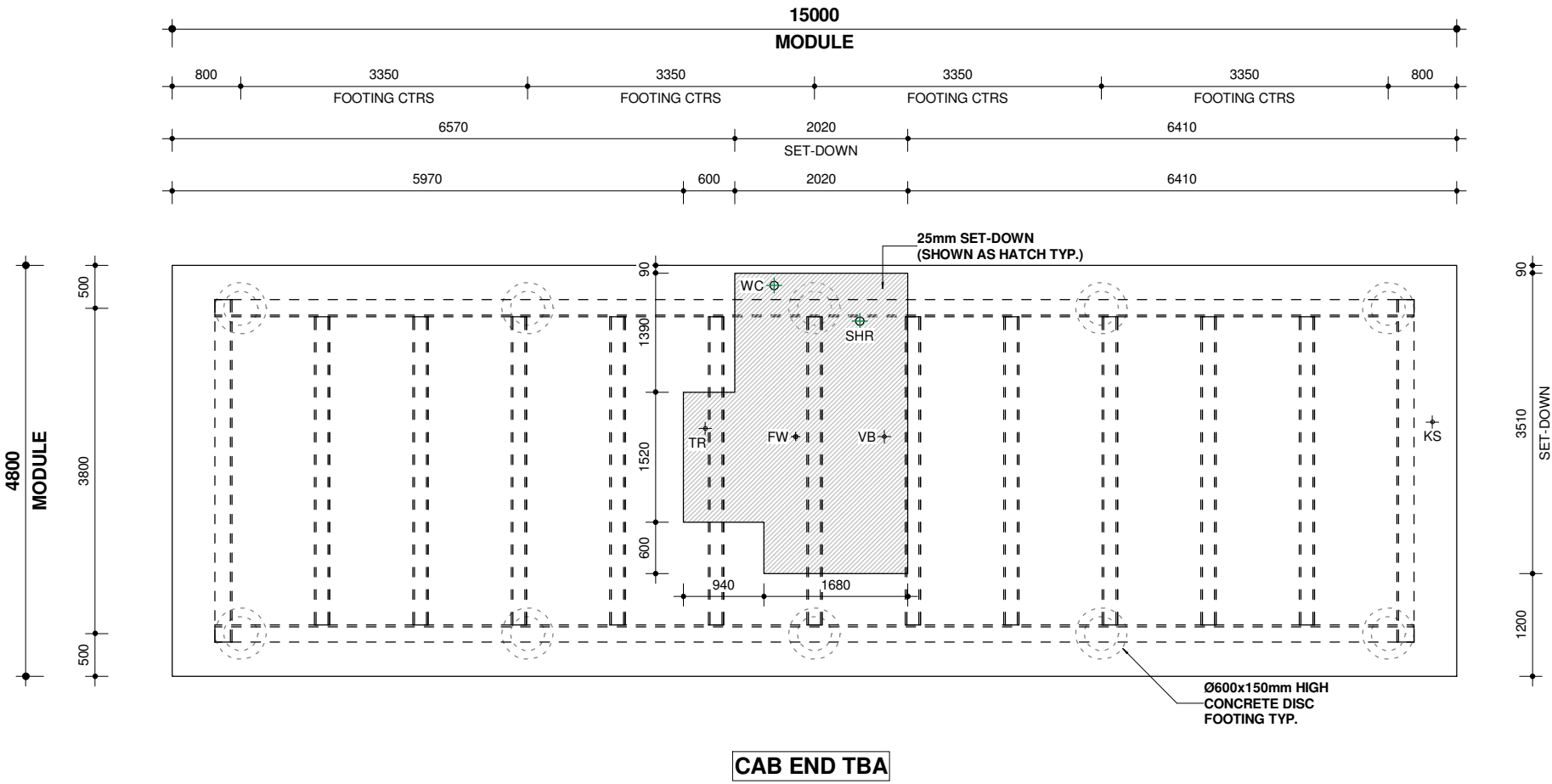


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3. PREPARE SITE SUCH THAT SURFACE RUNOFF CANNOT DRAIN OVER OR UNDER FOUNDATIONS.
4. FOOTING HAS BEEN DESIGNED FOR SOIL CLASS "TBA"

**DO NOT SCALE FROM THIS DRAWING**  
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VB	VANITY BASIN	65Ø
SK	KITCHEN SINK	65Ø
TR	TROUGH	65Ø
WC	WC PAN	125Ø
SHR	SHOWER WASTE	125Ø



1 CONCRETE SLAB PLAN  
A108 1 : 75

CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22053	<div><p>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</p><p>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</p></div>
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HOUSE TYPE:	AUGUSTA (TRADITIONAL)				DRAWN:	ZY	
					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	A108	
					As indicated		

**CONNECTION NOTES:**

- ALL RHS CONNECTION TO BE MIN. 2mm THK 'U' BRACKET WITH 3-12g TEKSCREWS TO SUPPORTING MEMBER AND 2-12g TEKSCREWS ON BOTH SIDES OF THE ABUTTING MEMBER UNO.

- FIX PITCHING PLATE TO WALL FRAME VIA. 2-14g TEKSCREWS TO EVERY SECOND VERTICAL WALL FRAME STUD MEMBER **OR** AT 1200mm MAX. CTRS

**PURLIN NOTES:**

- PURLINS TO BE SPACED AT 900mm MAX. CTRS AT EACH END OF STRUCTURE.

- INTERMEDIATE PURLINS TO BE EVENLY SPACED UP TO 1200mm MAX. CTRS

**FOOTING NOTES:**

F1 - Ø600 x 450D MASS CONCRETE FOOTING

F2 - Ø600 x 600D MASS CONCRETE FOOTING

**MEMBER SCHEDULE:**

'B1' BEAM - 150x50x2.0mm ALLGAL. RHS

'C1' COLUMN - 90x90x2.0mm ALLGAL. SHS

'P1' PURLIN - 75x50x2.0mm ALLGAL. RHS

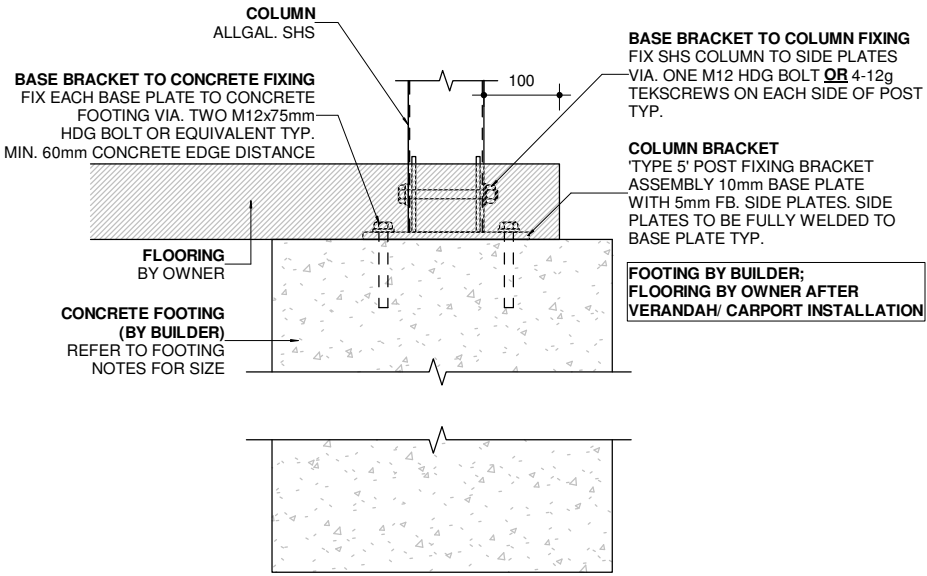
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**ROOF STRUCTURE:**

DESIGNED TO BE NON-TRAFFICABLE. UNDER NO CIRCUMSTANCES SHALL ANY ITEMS BE STORED AND OR INSTALLED ON THIS ROOF SPACE

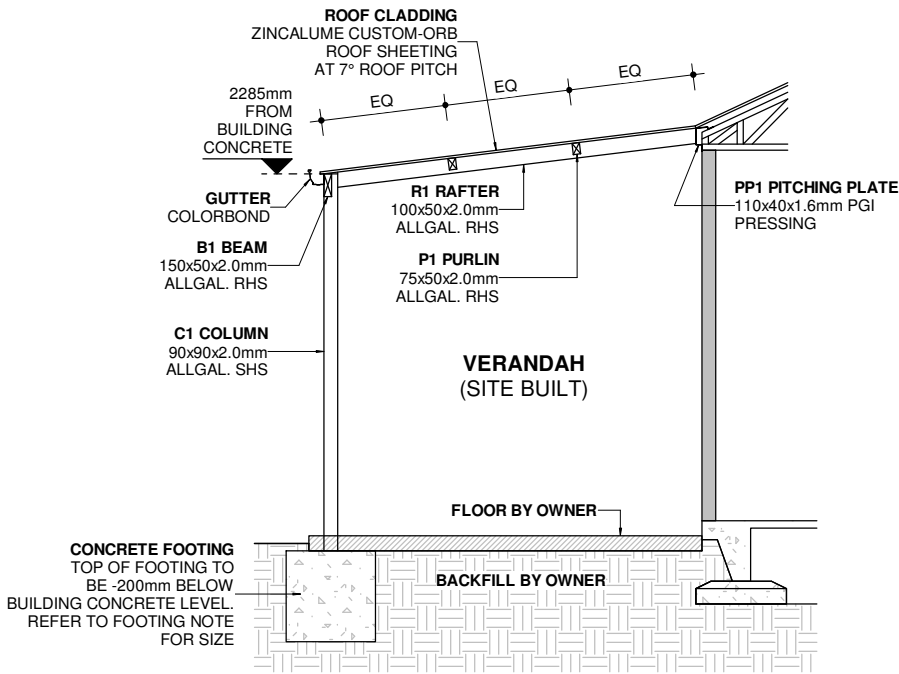


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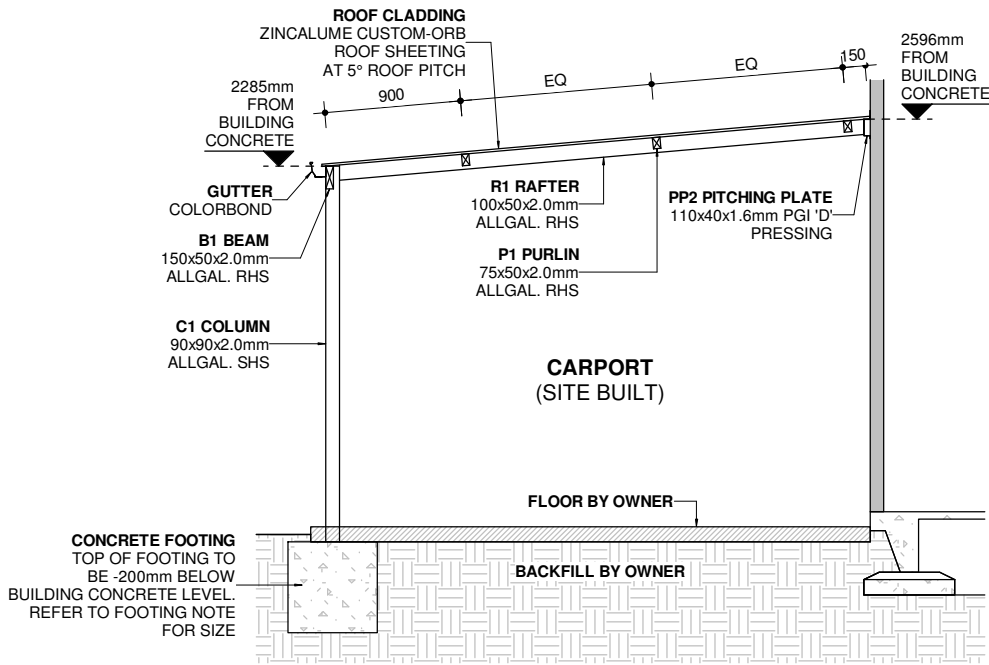


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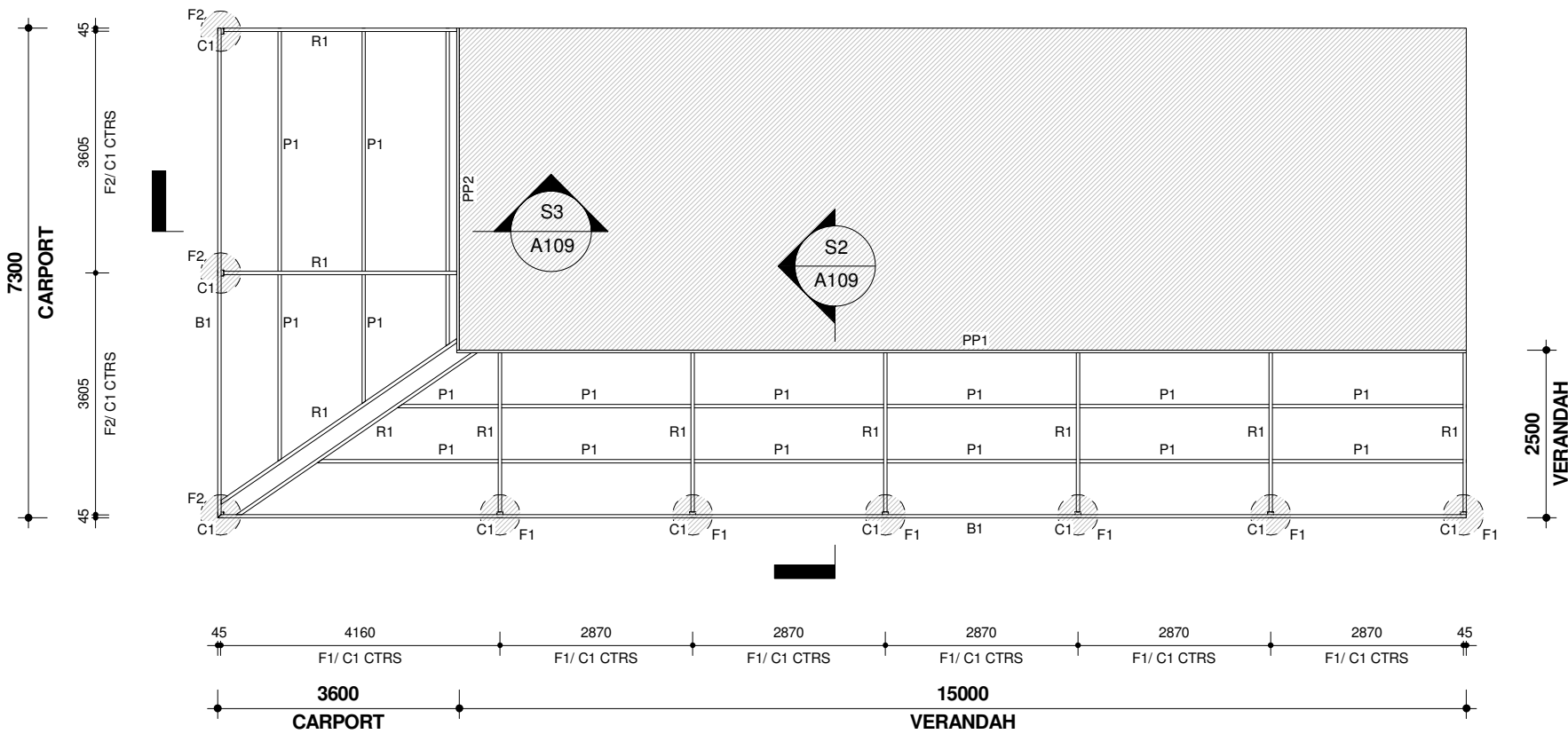


S3

A109

CARPORT SECTION

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A109

STRUCTURAL PLAN

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CLIENT:	SHIRE OF YALGOO	Rev	Description	Date	JOB No.	22053	<div><div></div><div>modularwa</div><div>T: 08 64540919 F: 08 64540918 W: modularwa.com.au e: <a href="mailto:sales@modularwa.com.au">sales@modularwa.com.au</a> Builders reg # 101630</div><div>Use figured dimensions in preference to scaled. All dimensions to be verified and checked on the job. © .</div></div>
ADDRESS:	UNIT B, LOT 53 (#21) CAMPBELL STREET YALGOO, WA 6635	A	Prepare working drawings	02.05.22	DATE:	18/05/2022 10:52:54 AM	
HOUSE TYPE:	AUGUSTA (TRADITIONAL)				DRAWN:	ZY	
					CHECKED:	BT	
					REV:	SHEET	
					SCALE:	A109	
					As indicated		





# Arrangements for Management of Volunteer Bush Fire Brigades: Proposed Advocacy Position

May 2022

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## Acknowledgement

*The WA Local Government Association (WALGA) acknowledges the Traditional Owners of the land and pays respects to Elder's past, and present. WALGA acknowledges the continuing knowledge and cultural practices that they bring to the Local Government and Emergency Management sectors to support resilient and sustainable land management on WA landscapes.*

## Executive Summary

Western Australian Local Governments have extensive roles and responsibilities prescribed in the State Emergency Management Framework (State Framework) across the emergency management activities of prevention, preparedness, response, and recovery. Relevantly, pursuant to the *Bush Fires Act 1954*, Local Governments have responsibility for bushfire and the management of volunteer Bush Fire Brigades (BFBs).

This Paper proposes a new Advocacy Position on the management of BFBs to guide the Association's emergency management advocacy on behalf of Local Government, and in particular its engagement with the State Government on the development of the *Consolidated Emergency Services Act* which is expected to be released for stakeholder consultation in early 2023.

## How to Comment on This Paper

Local Governments are encouraged to provide a written response to this Paper or to complete the [survey](#). Formal Council resolutions will assist the Association understand the sentiment of the sector on this important issue.

The Paper outlines the proposed Advocacy Position, followed by the background and rationale for the new position.

Questions are provided at the end of the Paper to guide feedback.

For further information please contact WALGA's Resilient Communities Policy Manager, Susie Moir via 9213 2058 or [smoir@walga.asn.au](mailto:smoir@walga.asn.au)

Feedback should be provided in response to the questions via email to [em@walga.asn.au](mailto:em@walga.asn.au) by **5pm Friday 8 July 2022**.

## Introduction

This Paper seeks Local Government's views on a new WALGA Advocacy Position on the management of volunteer bush fire brigades (BFBs).

WALGA Advocacy Positions guide WALGA's policy, advocacy and capacity building activities and support a consistent and whole-of-sector approach.

The introduction of the *Work Health and Safety Act 2020* has shone a spotlight on Local Government responsibilities for managing BFBs. In addition, the State Government is currently drafting the *Consolidated Emergency Services Act*, which consolidates the *Fire Brigades Act 1942*, *Bush Fires Act 1954* and *Fire and Emergency Services Act 1998* into a single piece of legislation, anticipated to be released as a Green Bill in early 2023. Therefore consultation on a new Advocacy Position with respect to management of BFBs is timely.

In 2012, 2019 and 2021, WALGA undertook comprehensive consultation with Local Government in relation to emergency management matters.

In 2021 WALGA undertook a comprehensive [Local Government Emergency Management Survey](#) to ascertain the sector's sentiment with respect to their emergency management responsibilities. 104 Local Governments responded to the Survey. Responses were provided by:

- 36 Chief Executive Officers
- 18 Community Emergency Services Managers
- 50 Local Government officers

As part of the survey Local Governments were asked about their level of satisfaction with current arrangements for managing BFBs. 92 Local Governments (69 of which manage BFBs) provided the following feedback:

- 93% were not wholly satisfied with the current arrangements for the management of BFBs; and
- 51% expressed that their Local Government does not support the requirements for Local Governments to manage BFBs.

These Survey responses reinforce that it is timely to engage with the sector on this issue.

WALGA has been undertaking a process to update our Advocacy Positions, and as a result has prepared eight new Advocacy Position Statements relating to Emergency Management, which will be considered at the July 2022 State Council meeting, as listed in Appendix 1. These new Advocacy Positions are based on previous State Council endorsed submissions, recommendations from significant reviews and inquiries, and information and priorities captured in sector-wide consultations.

A comprehensive Advocacy Position regarding the *Consolidated Emergency Services Act*, is outlined in Appendix 1, Advocacy Position 8.4.

## Background

FESA (now the Department of Fire and Emergency Services (DFES)) was established in 1999 for the purpose of improving coordination of the State's emergency services, replacing the Fire Brigades and Bush Fires Boards<sup>1</sup>. DFES provides strategic leadership for emergency services across WA. DFES manages the career fire and rescue service, as well as a number of volunteer emergency services: Volunteer Fire and Emergency Services (VFES); Volunteer Fire and Rescue Service (VFRS); State Emergency Services (SES); and Marine Rescue Western Australia.

Around Australia:

- WA is the only State in Australia in which Local Governments manage bushfire volunteers (pursuant to the *Bush Fire Act 1954*).
- In New South Wales, the NSW Rural Fire Service, which makes up the world's largest firefighting volunteer services, is managed by the NSW Government<sup>2</sup>.
- Similarly, the Victorian Government manages the Country Fire Authority which manages regional fire services in Victoria<sup>3</sup>.
- In South Australia, the *Fire and Emergency Services Act 2005* (SA) provides for the South Australian Country Fire Service (SACFS) being established as a body corporate, currently managing 14,000 volunteers. The SACFS is responsible to the Minister for Emergency Services<sup>4</sup>.
- In Queensland, the *Fire and Emergency Services Act 1990* (Qld) provides for the establishment of rural fire brigades, with the Commissioner responsible for the efficiency of rural fire brigades<sup>5</sup>.
- The Tasmanian Fire Service sits under the State Fire Commission, established under the *Fire Service Act 1979*<sup>6</sup>, with more than 200 fire brigades across Tasmania, 350 career firefighters and 5000 volunteers.
- The ACT Rural Fire Service sits under the ACT Emergency Services Agency<sup>7</sup> and is responsible for all bush and grass fires in rural ACT areas, through 450 volunteers in eight brigades.
- Bushfires NT is a division of the Department of Environment, Parks and Water Security, which is responsible for administration of the *Bushfires Management Act 2016*<sup>8</sup>. The Minister appoints members of the Bushfires Council and regional bushfires committees.

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<sup>1</sup> <https://www.dfes.wa.gov.au/site/about-us/corporate-information/corporate-history/corporate-history.html>

<sup>2</sup> <https://www.rfs.nsw.gov.au/about-us/history>

<sup>3</sup> <https://www.cfa.vic.gov.au/about-us/who-we-are>

<sup>4</sup> [Part B 2015 South Australian Country Fire Service.pdf \(audit.sa.gov.au\)](#)

<sup>5</sup> [Fire and Emergency Services Act 1990 \(legislation.qld.gov.au\)](#)

<sup>6</sup> [TFSAnnualReport2021.pdf \(fire.tas.gov.au\)](#)

<sup>7</sup> [Emergencies Act 2004 | Acts](#)

<sup>8</sup> [Legislation Database \(nt.gov.au\)](#)

## Current Arrangements in WA

In Western Australia 111 Local Governments manage 563 BFBs involving approximately 20,000 volunteers. The Bush Fire Service is the largest volunteer emergency service by a significant margin:

- Bush Fire Service: 19,639 volunteers
- Fire and Rescue Service: 2,486 volunteers
- State Emergency Services: 2001 volunteers
- Volunteer Fire and Emergency Services: 926 volunteers
- Emergency Services Cadet Corps: 2,261 volunteers
- Marine Rescue Service: 1,559 volunteers<sup>9</sup>.

The number of BFBs managed by Local Governments varies from one up to 20. For example, the Shire of Cranbrook, which has a population of 1000 people, annual revenue of \$8 million and 29 employees manages 11 BFBs. The City of Mandurah, population 88,000, annual revenue of \$116 million and 678 employees, manages one BFB.

DFES also manages some BFBs. This includes seven bushfire brigades within the Kimberley and seven bushfire brigades within the Pilbara regions, under Memorandums of Understanding (MOU) with relevant Local Governments which make DFES responsible for the day-to-day management of the BFB and all response activities, excluding in relation to land tenure managed by the Department of Biodiversity, Conservation and Attractions.

Under this arrangement, Local Governments maintain responsibility for administering the *Bushfires Act* and carry out activities such as inspecting fire breaks and issuing burning permits.

The Local Government Grants Scheme (LGGS) Manual ([Appendix 1](#)) outlines five different 'profiles' for Bush Fire Brigades, as follows:

- Farmer Response Rural Brigades
- Pastoral Emergency Management
- Rural Brigades
- Settlement Brigades (Rural/Semi Rural)
- Urban Brigades (Defensive/Structural/Breathing Apparatus).

## Considerations for Future Bush Fire Brigade Management Arrangements

### Local Government Views

As part of WALGA's 2021 Emergency Management Survey, Local Governments were asked about their level of satisfaction with current arrangements for managing BFBs. 92 Local Governments (69 of which manage BFBs) provided the following feedback:

- 93% were not wholly satisfied with the current arrangements for the management of BFBs; and
- 51% expressed that their Local Government does not support the requirements for Local Governments to manage BFBs.

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<sup>9</sup> DFES Volunteering, April 2022

Detailed comments provided in the WALGA survey indicated a strong preference for the State Government to be responsible for all emergency management matters in Western Australia, including the management of BFBs.

## **Recommendations of Previous Reviews**

Over the years there have been many calls for transformational change to the State Emergency Management Framework, in particular rural fire management.

The [Ferguson Report](#) on the 2016 Waroona Bushfire recommended that the State Government establish a rural fire service to address perceived issues in rural fire management, including insufficient capacity and unsuitable governance to deliver rural fire services. In 2017 the State Government hosted a bushfire mitigation summit at which a number of options were considered by stakeholders: a rural fire service operated within DFES; a rural fire service operated within DFES with autonomy; and a dedicated rural fire service that operated independently. Options to transfer the management of all BFBs under one umbrella – DFES or other – were also explored.

The 2017 [Economic Regulation Authority Review of the Emergency Services Levy \(ESL\)](#) considered the extent to which the ESL should be available to fund the administrative and/ or operational costs of a rural fire service, although it was outside the terms of reference for the ERA to examine the merits of a rural fire service or form a view on the best model of a rural fire service<sup>10</sup>. A number of Local Governments provided submissions to the ERA Review that supported the creation of a rural fire service<sup>11</sup>.

## **Work Health and Safety Act 2020**

The requirements of the *Work Health and Safety Act 2020*, enacted in March 2022, have heightened concerns in the sector regarding risk and liability in the management of BFBs, resourcing requirements and training and competency.

The shared responsibility for the health and safety of BFB volunteers adds further complexity to the management of BFBs and responsibilities. Local Governments, DFES, and in some cases the Department of Biodiversity, Conservation and Attractions (DBCA), have a shared duty of care to BFB volunteers due to Controlling Agency activities at incidents, and funding mechanisms (LGGS) for BFB operations and capital equipment.

DFES has a role as the lead fire and emergency services agency in WA for preparing training resources and standard operating procedures. DFES is currently developing additional resources suited to each of the above BFB 'profiles', specifically the management and training of BFBs. These additional resources will be discussed further with the sector in the coming months.

Whether the management structure for BFBs could be aligned to reflect the current operations of different brigade 'profiles', as provided in the LGGS Manual and outlined on Page 5 of this Paper, would require further discussion between DFES and the Local Government sector. This could allow for scalability of BFBs depending on location, resources and capabilities.

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<sup>10</sup> [ERA Review of the ESL, 2017, pg 185](#)

<sup>11</sup> [ERA ESL Review – summary of submissions to issues paper and draft report](#)



## Volunteer Insurance

Local Governments are responsible for providing compensation for injury caused to present and former BFB volunteers as a result of their duties. The commercial insurance market ceased writing injury insurance for volunteers in 2012, therefore a self-insurance mutual scheme was implemented to ensure that Local Governments continue to meet this obligation.

Since 2012, due to the high cost of claims, the aggregate limit of liability has increased from \$250,000 to \$750,000. In addition, the annual cost of insurance has nearly doubled (92%) from \$47.50 to \$91.20 per volunteer, and it is expected that this trend will continue<sup>12</sup>.

## Sector Capacity, Capability and Resourcing

Local Governments vary in their capability, capacity, and resources to manage BFBs, as well as their other extensive legislative responsibilities and requirements<sup>13</sup>.

By way of overview, Local Governments in Western Australia:

- vary in size from less than 1.5 to over 370,000 square kilometres;
- have populations of just over 100 to more than 220,000 people;
- employ fewer than 10 to over 1000 staff; and
- have revenue (2019-20) ranging from just over \$2 million to just over \$225 million<sup>14</sup>.

## Bush Fire Service and Volunteerism

The localised culture and history of BFBs in WA has had a large influence on the way that Local Governments engage with and manage BFBs. Many BFBs operate in an independent and self-sufficient way, which Local Governments encourage and support, as this contributes to expansion of the volunteer network in the local community, while also building community networks and resilience.

Communities, and therefore many Local Governments, have a significant interest in volunteering and BFBs, with some Local Governments very involved in the establishment, management and operation of their local BFBs. Therefore it is essential that any future management arrangements, including the transfer of responsibility for management of BFBs to the State Government, should be a voluntary process available to Local Governments that do not have the capacity, capability or resources to manage BFBs. It is also essential that the integrity of the Bush Fire Service is maintained, whatever the arrangements for the management of BFBs.

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<sup>12</sup> Data provided by LGIS, 17 May 2022

<sup>13</sup> 2021 Local Government Emergency Management Capability report - SEMC

<sup>14</sup> [Department of Local Government, Sport and Cultural Industries](#)



## Options for future management of BFBs

Four options are identified for the future management of BFBs:

1. Status quo - continue with the current arrangements for management of BFBs whereby the majority are managed by Local Government and transfer arrangements are negotiated on an ad hoc basis between DFES and Local Governments (or their BFBs).
2. Improvements - continue with the current arrangements for Local Government management of BFBs with additional support provided by the State Government with respect to increased funding and better access to training resources and other support.
3. Hybrid Model - Local Government continues to manage BFBs where they have the capacity, capability and resources to do so; however where they do not have the capacity, capability and resources, responsibility for management of BFBs is transferred to DFES.
4. Transfer - Responsibility for management of all BFBs is transferred to the State Government, consistent with the arrangements in other States and Territories.

## Proposed Position

Based on the feedback received from Local Governments in the WALGA Emergency Management Survey and the other considerations outlined above, it is considered appropriate for the Association to **support a hybrid model** for the management of BFBs.

A hybrid model would enable the continued management of BFBs by those Local Governments with capacity, capability and resources to do so, while providing a framework for the transfer of the management of BFBs to the State Government where a Local Government does not.

Whatever the arrangements for future management of BFBs, it is apparent that Local Governments with responsibility for management of BFBs require **additional support and resourcing** which should be provided by the State Government, including:

- development of a suite of guidelines and resources to assist Local Governments in their management of BFBs, particularly with respect to the discharge of obligations under the *Work Health and Safety Act 2021*;
- expansion of the Community Emergency Services Manager Program (CESM) so that every Local Government with responsibility for managing BFBs has access to the Program if they wish to participate;
- universal access to DFES training for BFBs; and
- development of mandatory and minimum training requirements including recognition of competency for volunteers.

Based on the previous commentary, the following Advocacy Position is proposed:

### **Management of Bush Fire Brigades**

**1. The Association advocates that the State Government must provide for:**

- a) A clear pathway for Local Governments to transfer responsibility for the management of Bush Fire Brigades to the State Government when ongoing management is beyond the capacity, capability and resources of the Local Government;
  - b) The co-design of a suite of relevant guidelines and materials to assist those Local Governments that manage Bush Fire Brigades;
  - c) Mandatory and minimum training requirements for Bush Fire Brigade volunteers supported by a universally accessible training program managed by the Department of Fire and Emergency Services (DFES); and
  - d) The recognition of prior learning, experience and competency of Bush Fire Brigade volunteers.
- 2. That a Working Group comprising representatives of WALGA and DFES be established to develop a process and timeline for the transfer of responsibility for Bush Fire Brigades in accordance with 1(a).**
- 3. Where management of Bush Fire Brigades is transferred to DFES in accordance with 1(a), DFES should be resourced to undertake the additional responsibility.**

## How to Provide a Response to this Paper and Proposed Position

WALGA strongly encourages all Local Governments, and particularly those with responsibility for managing Bush Fire Brigades to provide a response to this Paper and the proposed Advocacy Position. Council endorsed responses are preferred but not essential.

The following questions are provided for Local Governments to consider:

1. Does your Local Government manage BFBs?
2. Does your Local Government support the proposed Advocacy Position on arrangements for the management of Bush Fire Brigades? Why or why not?
3. Does your Local Government have any further suggestions or changes to the proposed Advocacy Position?
4. For Local Governments that manage BFBs, is your Local Government's preference to continue to manage BFBs or to transfer responsibility to the State Government?
5. Is your response endorsed by Council? If so, please include the Council paper and resolution.
6. Do you have any further comments to make?

Responses can be provided by way of written submission or by completion of the online [survey](#).

Please provide written submissions by **5pm Friday 8 July 2022** to [em@walga.asn.au](mailto:em@walga.asn.au) (Subject line: Bush Fire Brigade Advocacy Position).

WALGA will review the feedback received and prepare a report for consideration by WALGA Zones and State Council in September 2022.

## **APPENDIX ONE - Proposed Emergency Management Advocacy Position Statements**

(Positions to be considered at July 2022 State Council Meeting)

### **8 Emergency Management**

Local Governments in Western Australia play a significant role in emergency management. Both Commonwealth and State Government policy identify Local Government as a key player in community disaster resilience, preparedness and response. Local Governments however face a few challenges in addressing their emergency management responsibilities, and these challenges differ greatly across the State.

#### **8.1 Emergency Management Principles**

1. The State Government bears fundamental responsibility for emergency management and has the role of providing strategic guidance, support and services for emergency management activities in Western Australia.
2. The State Government should provide financial and resourcing support as necessary to enable Local Governments to adequately deliver their extensive emergency management roles and responsibilities under the State Emergency Management Framework.
3. The Local Government Sector should be engaged as a partner in policy and legislative reviews that impact Local Government emergency management roles and responsibilities.

#### **8.2 State Emergency Management Framework**

Local Governments are supported to undertake their emergency management responsibilities by a simple and streamlined State Emergency Management Framework with the primary objectives of:

1. Protecting people, the economy, and the natural environment from disasters;
2. Supporting communities in preventing, preparing for, responding to and recovering from emergencies;
3. Clearly outlining roles, responsibilities and accountabilities for Local Government and other emergency management stakeholders;
4. Scalability and adaptability that supports Local Governments of varied capacity and capability; and
5. Supporting agency interoperability through common systems and approaches to key activities including data management, communications, and hazard management.

#### **8.3 Sustainable Grant Funding Model for Emergency Management**

Local Government should be empowered to discharge its emergency management responsibilities through sustainable grant funding models that support a shared responsibility and all hazards approach to prevention, preparedness, response and recovery from natural disasters. A sustainable grant funding model for Local Government emergency management:

1. empowers Local Governments to undertake proactive approaches to preparedness, prevention, response and recovery;

2. supports the resilience of local communities through capacity-building activities and programs;
3. is responsive to the variations in Local Government resourcing and context
4. develops the skills, capacity and capability of the emergency management workforce; and
5. is consistent, flexible, timely, accessible, scalable, strategic and the guidance provided is comprehensive.

#### **8.4 Consolidated Emergency Services Act**

1. The Association advocates for the development of a Consolidated Emergency Services Act to provide a comprehensive and contemporary legislative framework to support the effective delivery of emergency services in Western Australia. The Legislation should clearly define the roles and responsibilities of all emergency management stakeholders including Local Government.
2. The Local Government sector seeks ongoing engagement in the scoping and co-design of the Act and associated Regulations and supporting materials such as Guidelines and fact sheets.
3. The Association advocates for DFES to undertake a full costing analysis of the new Act and to provide to Local Government details of the cost implications prior to the release of any Exposure Draft Bill.
4. Any new or increased responsibilities placed on Local Government by the Consolidated Emergency Services Act must be accompanied by funding and resource support to enable Local Governments to adequately discharge those responsibilities.
5. The Association recognises that in addition to the Consolidated Emergency Services Act, the Regulations and other supporting materials that are developed to support it provide a key resource for Local Governments in understanding and discharging their legislative obligations.
6. The Association advocates for the Act to provide clear guidelines for the process for transferring responsibility for bushfire incident response from Local Government to DFES.

#### **8.5 Resource Sharing**

Local Governments and the Association support resource sharing across the Local Government Sector for the purpose of emergency management, to support Local Governments to undertake effective and timely response and recovery to emergencies as well as conduct business as usual. The Association will endeavour to facilitate support to the sector in undertaking resource sharing arrangements.

#### **8.6 Lessons Learnt Management**

The Association advocates for the implementation of a transparent and contemporary assurance framework for emergency management lessons management overseen by the State Emergency Management Committee. Findings from inquiries and reviews, and progress on implementation of recommendations, should be publicly reported regularly and consistently.

#### **8.7 Emergency Services Levy**

Local Government requests the implementation of the recommendations from the 2017 Economic Regulation Authority (ERA) Review of the Emergency Services Levy, which supported increased transparency and accountability in the administration and distribution of the ESL through:

1. Expansion of the ESL to fund Local Government emergency management activities across prevention, preparedness and response.
2. Administration of the ESL by an independent organisation that is funded through consolidated revenue, with regular independent reviews of expenditure and assessment of the effectiveness of ESL funding expenditure to support prevention, preparedness and response activities.
3. The ESL administration fee should recompense Local Governments for the complete cost of administering the ESL.
4. Public disclosure of the allocation and expenditure of the ESL.
5. Public disclosure by the State Government on the progress of implementation of each of the ERA Review recommendations.
6. A review of the role, responsibilities and reporting arrangements of the Community Emergency Services Manager (CESM) Program.

### **8.8 Local Government Grants Scheme (LGGS)**

Local Government supports:

1. A full, independent review of the LGGS to investigate and analyse how ESL funds are allocated to Local Government via the LGGS;
2. A redesign of the LGGS to remove the ineligible and eligible list and create a sustainable, modern, equitable grants program that funds Local Government emergency management activities across prevention, preparedness and response
3. An audit of existing buildings, facilities, appliances, vehicles, and major items of equipment for both Local Government Volunteer Bushfire Brigades (BFB) and State Emergency Services (SES) to inform the preparation of a Comprehensive Asset Management Plan and to guide future funding requests;
4. in the interim, an immediately increase in the quantum of State Government funding to enable the provision of funding of operating and capital grant applications in full, to provide all resources necessary for the safe and efficient operation of Local Government Bushfire Brigades, in accordance with obligations of the Work Health and Safety 2020 legislation.

### **8.9 Expansion of the Community Emergency Services Manager (CESM) Program**

That the Association advocates for an expansion of the Community Emergency Service Manager (CESM) Program, as follows:

1. All Local Governments should have the option of participating in the CESM Program.
2. The full cost of the CESM Program should be funded through the Emergency Services Levy.

### **8.10 Management of Bush Fire Brigades**

*To be developed.*

# INFOPAGE



**To:** All Local Governments **From:** Susie Moir, Resilient Communities Policy Manager

**Date:** 20 May 2022

**Reference:** 05-024-02-0059SM **Priority:** High

**Subject:** Proposed Advocacy Position on Arrangements for Management of Volunteer Bushfire Brigades

Operational Area:	<b>CEO, Emergency Management</b>
Key Issues:	<ul style="list-style-type: none"> <li>The Association is consulting the Local Government sector on a proposed Advocacy Position on the arrangements for management of volunteer Bush Fire Brigades.</li> <li>Responses to the proposed Advocacy Position Paper are requested by <b>8 July 2022</b>.</li> <li>Sector feedback will inform a final position to be considered by WALGA State Council in September 2022.</li> </ul>
Action Required:	<ul style="list-style-type: none"> <li>Local Governments are encouraged to provide a written response or submit a response through the <a href="#">survey</a>.</li> <li>A formal Council resolution will assist the Association understand the sentiment of the sector.</li> </ul>

## Background

Western Australian Local Governments have extensive roles and responsibilities embedded in the State Emergency Management Framework across the emergency management spectrum of prevention, preparedness, response, and recovery. Under the *Bush Fires Act 1954*, Local Governments have responsibility for bushfire and the management of volunteer Bush Fire Brigades (BFBs). 111 Local Governments manage 563 BFBs involving approximately 20,000 volunteers.

As part of WALGA's 2021 Emergency Management Survey, Local Governments were asked about their level of satisfaction with current arrangements for managing BFBs. 92 Local Governments (69 of which manage BFBs) provided the following feedback:

- 93% were not wholly satisfied with the current arrangements for the management of BFBs; and
- 51% expressed that their Local Government does not support the requirements for Local Governments to manage BFBs.

The State Government is currently drafting the *Consolidated Emergency Services Act* (CES Act), which consolidates the *Fire Brigades Act 1942*, *Bush Fires Act 1954* and *Fire and Emergency Services Act 1998* into a single piece of legislation, anticipated to be released as a Green Bill for consultation in early 2023.

The introduction of the *Work Health and Safety Act 2020* has also shone a spotlight on Local Government responsibilities for managing volunteer BFBs.

## Comment

The development of the CES Act represents a important and timely opportunity for the sector to determine its position on the management of volunteer BFBs. An endorsed advocacy position will guide the Association in its engagement with the State Government on this issue.

WALGA has prepared the attached proposed Advocacy Position for the sector's consideration.

An six week period for sector consultation is designed to enable Local Governments to engage with relevant stakeholders, including volunteers, and for Councils to consider their position. Feedback on the proposed position will be reviewed and inform a final position to be considered by WALGA State Council in September 2022.

## Further information

Please contact WALGA's Resilient Communities Policy Manager, Susie Moir [smoir@walga.asn.au](mailto:smoir@walga.asn.au) or 9213 2058.





**ROTARY CLUB OF GERALDTON**  
**ANNUAL ROTARY RADIO AUCTION**  
**SUNDAY 30<sup>th</sup> OCTOBER 2022**



The Rotary Club of Geraldton, one of Geraldton's leading community service organisations, has been raising funds to support local and overseas community projects for more than 72 years. Due to the excellent support last year the Radio Auction raised over \$36,000.00.

On Sunday, 30<sup>th</sup> October 2022 through the sponsorship and support of TELSTRA THE GERALDTON GUARDIAN, Triple M 98.1 – Geraldton, BENDIGO "COMMUNITY" BANK GERALDTON", the ROTARY CLUB OF GERALDTON will present its 31st RADIO AUCTION.

Some of the many local organisations benefitting from our past fundraising are:

HMAS Sydney Memorial  
 Royal Flying Doctor Service  
 Scouts WA Woorree Group  
 Desert Blue Connect  
 Naval Reserve Cadets  
 Walkaway Primary  
 Salvation Army  
 Geraldton City Band  
 Old Geraldton Gaol Craft Group  
 Geraldton Amateur Swimming Club

Shine  
 Pollinators  
 Toy Library  
 RSL Geraldton  
 Centacare  
 Geraldton City Band  
 Midwest Palliative Care  
 Midwest Disaster Relief  
 Foodbank  
 Menshed

- There will be special promotional activities on Triple M 98.1 — Geraldton radio and in the GERALDTON GUARDIAN in the weeks leading up to the big day. All sponsors of goods and/or services donated will be acknowledged.
- On the Wednesday Pre-Auction, a four-page lift out in the GERALDTON GUARDIAN will recognise sponsors and list all auction items.
- On Sunday, 30<sup>th</sup> October between 9.00am and 3.30pm all donations will be auctioned on air on Triple M 98.1 live from the Telstra Geraldton offices.

Please give some thought as to how you can help with a donation of goods/services. Send us your JPEG pledge pic and we will promote you on our Facebook page.

***"EARLY PLEDGES GAIN MORE MEDIA EXPOSURE"***

Use this opportunity to be SEEN and HEARD supporting your local community.

Thank you  
 Karen Godfrey – President 2021 -2022  
[radioauctionrcog@gmail.com](mailto:radioauctionrcog@gmail.com)





## The Isolated Children's Parents' Association of Australia

### 51st Annual Federal Conference

3rd & 4th August 2022

Perth, Western Australia

Hosted by Federal Council



18 May 2022

Shire of Yalgoo  
Ian Holland  
Chief Executive Officer  
37 Gibbons Street  
YALGOO WA 6635

Dear Ian,

On behalf of the Isolated Children's Parents' Association (ICPA) Federal Council, I am writing to ask you to consider sponsoring the 51<sup>st</sup> Annual ICPA Federal Conference, being held in Perth, on the 3<sup>rd</sup> and 4<sup>th</sup> August 2022, with the theme "Outback to Ocean, Growing Member Connections".

ICPA is a well-respected state and national non-profit, non-political, entirely voluntary organisation dedicated to ensuring rural and remote students have equity of access to a continuing and appropriate education. Since 1971, ICPA has continued to be highly regarded for its advice and relationships with all levels of government and agencies. (More information regarding ICPA's history, aims, achievements and current issues can be found at [www.icpa.com.au](http://www.icpa.com.au)).

The conference is held in a different state each year attracting up to 200 delegates from across Australia including ICPA members, media representatives, politicians, departmental representatives and other educational authorities. The conference involves workshops, guest speakers and most importantly, a face-to-face forum to discuss issues and future directions that affect our children's access to education.

The upcoming conference in Perth affords an excellent opportunity for supporting organisations to promote their business to a wide audience, whilst showing support for ICPA, enabling us to run a successful conference where members will present motions on educational issues that then form policy for ICPA for the next 12 months. Given the past two years with virtual and hybrid conferences, and countless zoom meetings, many geographically isolated parents are relishing making the trip to Perth for a long-awaited face-to-face conference and the opportunity to reconnect with old friends and make new ones. To be able to come together face to face to share stories with parents who are experiencing and understand the same difficulties is so important for the mental health and well-being of rural and remote families who are already isolated.

Branches have had limited opportunities to fundraise over the past 12 months due to COVID-19, so it is all the more important to seek your support in 2022. Sponsorship allows the committee to minimise the costs that are passed onto delegates and members, given they also have to cover accommodation and travel costs to attend conference.

Sponsorship can take the form of cash, and/or items for fundraising activities such as raffle items, and/or promotional items to be included in the conference satchels. Sponsor benefits are outlined on the sponsorship form attached; please do not hesitate to contact us if further information is required.

Thank you for your consideration, and we look forward to your support for regional, rural and remote families.

Yours sincerely,

*Sally*

Sally Brindal  
WA State President  
51st Convening Committee  
ICPA Federal Conference  
E: [WAPresident@icpa.com.au](mailto:WAPresident@icpa.com.au)

M: 0427 275 014

**SHIRE OF YALGOO**  
**FOR THE PERIOD ENDED 31 MAY 2022**

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**SHIRE OF YALGOO**  
**STATEMENT OF COMPREHENSIVE INCOME**  
**FOR THE PERIOD ENDED 31 MAY 2022**

	2021-22 ANNUAL BUDGET	2021-22 BUDGET REVIEW	2021-22 JULY - MAY BUDGET	2021-22 JULY - MAY ACTUAL
<b>EXPENDITURE</b>	\$	\$	\$	\$
General Purpose Funding	(205,361)	(193,602)	(173,289)	(148,849)
Governance	(503,337)	(462,595)	(461,391)	(341,672)
Law, Order, Public Safety	(196,748)	(200,639)	(180,352)	(157,604)
Health	(116,178)	(98,503)	(106,497)	(78,521)
Education and Welfare	(20,912)	(20,152)	(19,169)	(5,650)
Housing	(337,611)	(341,395)	(313,343)	(266,989)
Community Amenities	(255,117)	(221,092)	(234,361)	(146,677)
Recreation and Culture	(1,055,547)	(1,001,070)	(967,585)	(704,422)
Transport	(5,403,456)	(9,322,307)	(4,953,168)	(1,940,517)
Economic Services	(891,336)	(911,730)	(817,058)	(710,309)
Other Property and Services	(14,128)	(18,477)	(12,951)	(176,713)
	(8,999,731)	(12,791,562)	(8,239,163)	(4,677,924)
<b>FINANCE COSTS</b>				
Housing	(9,278)	(9,278)	(4,639)	(5,173)
Community Amenities	(1,709)	(1,709)	(855)	(1,709)
	(10,987)	(10,987)	(5,494)	(6,882)
<i>Total Expenditure</i>	(9,010,718)	(12,802,549)	(8,244,657)	(4,684,806)
<b>REVENUE</b>				
General Purpose Funding	3,837,793	3,578,963	3,836,193	5,089,951
Governance	0	0	0	0
Law, Order, Public Safety	29,100	35,668	29,100	35,265
Health	16,028	9,450	450	185
Education and Welfare	11,348	11,348	0	0
Housing	17,500	15,500	16,042	11,273
Community Amenities	34,625	36,540	14,750	18,648
Recreation and Culture	4,800	7,523	304,467	11,988
Transport	5,303,319	7,871,265	5,651,819	776,518
Economic Services	282,095	291,640	164,843	188,551
Other Property & Services	34,000	163,697	33,208	151,884
	9,570,608	12,021,594	10,050,872	6,284,263
<b>PROFIT (LOSS) ON DISPOSAL OF ASSETS</b>				
Plant and Equipment	60,650	73,831	60,650	97,096
Land and Buildings	0	0	0	0
<i>Gain (Loss) on Disposal</i>	60,650	73,831	60,650	97,096
<b>NON - OPERATING GRANTS,SUBS,CONTRIB</b>				
General Purpose Funding	1,190,651	1,190,651	1,190,651	0
Recreation and Culture	300,000	300,000	0	0
Transport	697,000	697,000	348,500	209,443
Economic Services	0	0	0	0
<i>Total Non - Operating</i>	2,187,651	2,187,651	1,539,151	209,443
<i>Total Revenue</i>	11,818,909	14,283,076	11,650,673	6,590,802
<i>Net Result</i>	2,808,191	1,480,527	3,406,016	1,905,996
<i>Total Comprehensive Income</i>	2,808,191	1,480,527	3,406,016	1,905,996

**SHIRE OF YALGOO**  
**FINANCIAL ACTIVITY STATEMENT**  
**FOR THE PERIOD ENDED 31 MAY 2022**

	2021-22 ANNUAL BUDGET	2021-22 ANNUAL BUDGET REVIEW	2021-22 JULY- MAY BUDGET	2021-22 JULY- MAY ACTUAL	2021-22 VARIANCE		2021-22 VARIANCE PERCENTAGE	COMMENTS
	\$	\$	\$	\$	\$ FAVOURABLE	\$ UNFAVOURABLE	%	
<b>OPERATING REVENUE</b>								
General Purpose Funding	5,028,444	4,769,614	5,026,844	5,089,951	63,107		1.26%	Less rates levied, LRCI grant not yet received and FAG grants for 2022-23 paid in advance
Governance	0	0	0	0				
Law, Order Public Safety	29,100	35,668	29,100	35,265	6,165		21.19%	Additional fire service grant and fire breaks charges
Health	16,028	9,450	450	185		(265)	-58.89%	Minor variance
Education and Welfare	11,348	11,348	0	0				
Housing	17,500	15,500	16,042	11,273		(4,768)	-29.72%	Less staff rental fees received
Community Amenities	34,625	36,540	14,750	18,648	3,898		26.43%	Minor variance
Recreation and Culture	304,800	307,523	304,467	11,988		(292,479)	-96.06%	Grant from Lotterywest for hall refurbishment yet to be applied for and additional MEEDAC contribution
Transport	6,000,319	8,568,265	6,000,319	985,961		(5,014,358)	-83.57%	Less road agreement income Mt Gibson Shine DFES grant assessed for flood damage repair not yet received along with RRRG and R2R grants
Economic Services	282,095	291,640	164,843	188,551	23,707		14.38%	Additional income caravan park and less contributions to emu cup event reimbursements, rental income from pipeline material storage and other income
Other Property and Services	34,000	163,697	33,208	151,884	118,676		357.37%	
	<b>\$11,758,259</b>	<b>\$14,209,245</b>	<b>\$11,590,023</b>	<b>\$6,493,706</b>	<b>\$215,553</b>	<b>(\$5,311,870)</b>		
<b>LESS OPERATING EXPENDITURE</b>								
General Purpose Funding	(205,361)	(193,602)	(173,289)	(148,849)	24,440		14.10%	additional debt collection and valuations costs
Governance	(503,337)	(462,595)	(461,391)	(341,672)	119,719		25.95%	Less admin. allocation and consultancy expenses and additional expenditure subscriptions and conferences
Law, Order, Public Safety	(196,748)	(200,639)	(180,352)	(157,604)	22,748		12.61%	Less admin. Allocation
Health	(116,178)	(98,503)	(106,497)	(78,521)	27,976		26.27%	Less admin. allocation , EHO consulting fees and health centre mtce
Education and Welfare	(20,912)	(20,152)	(19,169)	(5,650)	13,520		70.53%	Less admin. Allocation and local drug action group expenses
Housing	(346,889)	(350,673)	(317,982)	(272,162)	45,819		14.41%	Less admin. allocation and staff housing maintenance expenses
Community Amenities	(256,826)	(222,801)	(235,216)	(148,386)	86,830		36.91%	Less mtce expenditure on public conveniences , rubbish collection, refuse site mtce and revitalisation grant not yet expended

**SHIRE OF YALGOO**  
**FINANCIAL ACTIVITY STATEMENT**  
**FOR THE PERIOD ENDED 31 MAY 2022**

	2021-22 ANNUAL BUDGET	2021-22 ANNUAL BUDGET REVIEW	2021-22 JULY- MAY	2021-22 JULY- MAY	2021-22 VARIANCE		2021-22 VARIANCE PERCENTAGE	COMMENTS
			BUDGET	ACTUAL	FAVOURABLE	UNFAVOURABLE		
Recreation and Culture	(1,055,547)	(1,001,070)	(967,585)	(704,422)	263,162		27.20%	Additional mtce expenditure on community oval and pavilion and community hub and less mtce expenditure on old railway station grounds, less admin. allocation and Heritage / Tourism Masterplan not town streets, flood damage works, depreciation and admin allocation Less admin. Allocation, EMU Cup event and additional caravan park expenses Over allocation of PWO and under allocation of POC to works and additional workers compensation payments
Transport	(5,403,456)	(9,322,307)	(4,953,168)	(1,940,517)	3,012,651		60.82%	
Economic Services	(891,336)	(911,730)	(817,058)	(710,309)	106,749		13.07%	
Other Property & Services	(14,128)	(18,477)	(12,951)	(176,713)		(163,762)	-1264.51%	
	<b>(\$9,010,718)</b>	<b>(\$12,802,549)</b>	<b>(\$8,244,657)</b>	<b>(\$4,684,806)</b>	<b>\$3,723,613</b>	<b>(\$163,762)</b>		
<i>Increase(Decrease)</i>	<b>\$2,747,541</b>	<b>\$1,406,697</b>	<b>\$3,345,366</b>	<b>\$1,808,900</b>	<b>\$3,939,166</b>	<b>(\$5,475,632)</b>		
<b>ADD</b>								
Movement in current portion of loan borrowings	0	0	0	0	0			
Movement in Non - Current Provisions	0	0	0	0	0			
Movement in Accrued Salary and Wages	0	0	0	0	0			
Movement in Accrued Interest on Debentures	0	0	0	0	0			
Profit/ Loss on the disposal of assets	60,650	73,831	60,650	97,096	36,446		60.09%	Gain or loss on sale of assets not yet calculated
Depreciation Written Back	1,344,849	1,344,849	1,232,778	1,131,948		(100,830)	-8.18%	Less depreciation expensed
Book Value of Assets Sold Written Back	342,350	342,350	342,350	0		(342,350)	-100.00%	Gain or loss on sale of assets not yet calculated
	<b>\$1,747,849</b>	<b>\$1,761,030</b>	<b>\$1,635,778</b>	<b>\$1,229,044</b>	<b>\$36,446</b>	<b>(\$443,180)</b>		
<i>Sub Total</i>	<b>\$4,495,390</b>	<b>\$3,167,727</b>	<b>\$4,981,144</b>	<b>\$3,037,944</b>	<b>\$3,975,612</b>	<b>(\$5,918,812)</b>		
<b>LESS CAPITAL PROGRAMME</b>	<b>\$</b>		<b>\$</b>	<b>\$</b>				
Purchase Tools	0		0	0				
Purchase Land & Buildings	(1,649,220)	(1,655,215)	(1,199,220)	(307,983)	891,237		74.32%	Refer to capital works programme report attached
Infrastructure Assets - Roads	(1,700,000)	(1,958,107)	(1,700,000)	(1,184,345)	515,655		30.33%	Refer to capital works programme report attached
Infrastructure Assets - Recreation Facilities	(88,000)	(81,931)	(88,000)	(22,167)	65,833		74.81%	Refer to capital works programme report attached
Infrastructure Assets - Other	(135,000)	(135,000)	0	(16,348)		(16,348)	-100.00%	Refer to capital works programme report attached
Purchase Plant and Equipment	(926,600)	(920,511)	(926,600)	(212,831)	713,769		77.03%	Refer to capital works programme report attached
Purchase Furniture and Equipment	(187,500)	(207,500)	(147,500)	(127,346)		20,154	13.66%	Refer to capital works programme report attached
Repayment of Debt - Loan Principal	(105,420)	(105,420)	(52,710)	(56,842)		(4,132)	-7.84%	Minor variance
Transfer to Reserves	(2,753,206)	(1,156,892)	0	(3,360)		(3,360)	-100.00%	Transfer to reserves interest received to January 2022 on term deposits
	<b>(\$7,544,946)</b>	<b>(\$6,220,576)</b>	<b>(\$4,114,030)</b>	<b>(\$1,931,222)</b>	<b>\$2,186,494</b>	<b>(\$3,686)</b>		
<b>ABNORMAL ITEMS</b>								
				(1)		(1)		
	<b>(\$7,544,946)</b>	<b>(\$6,220,576)</b>	<b>(\$4,114,030)</b>	<b>(\$1,931,223)</b>	<b>\$2,186,494</b>	<b>(\$3,687)</b>		

**SHIRE OF YALGOO**  
**FINANCIAL ACTIVITY STATEMENT**  
**FOR THE PERIOD ENDED 31 MAY 2022**

	2021-22 ANNUAL BUDGET	2021-22 ANNUAL BUDGET REVIEW	2021-22 JULY- MAY BUDGET	2021-22 JULY- MAY ACTUAL	2021-22 VARIANCE		2021-22 VARIANCE PERCENTAGE	COMMENTS
					FAVOURABLE	UNFAVOURABLE		
<i>Sub Total</i>	(\$3,049,556)	(\$3,052,850)	\$867,114	\$1,106,721	\$6,162,106	(\$5,922,500)		
<b>LESS FUNDING FROM</b>								
Reserves	0	80,000	0	0				
Loans Raised	0	0	0	0				
Opening Funds	3,049,556	3,049,556	3,049,556	3,049,556				
Closing Funds	0	0	0	0				
	<b>\$3,049,556</b>	<b>\$3,129,556</b>	<b>\$3,049,556</b>	<b>\$3,049,556</b>	<b>\$0</b>	<b>\$0</b>		
<b>NET SURPLUS (DEFICIT)</b>	<b>\$0</b>	<b>\$76,706</b>	<b>\$3,916,670</b>	<b>\$4,156,277</b>	<b>\$6,162,106</b>	<b>(\$5,922,500)</b>		The 2020-21 audit not yet finalised unable to confirm surplus

**SHIRE OF YALGOO****SUMMARY OF CURRENT ASSETS AND LIABILITIES****FOR THE PERIOD ENDED 31 MAY 2022**

<b>CURRENT ASSET</b>	<b>ACTUAL</b>
	<b>\$</b>
Cash at Bank	
- Cash Advance	200.00
- Cash at Bank	3,773,147.87
- Investments Unrestricted	0.00
- Investments Reserves	2,106,276.00
Sundry Debtors General	999,306.89
Stock on Hand	11,357.00
Other Assets	0.00
	<b>6,890,287.76</b>
<b>LESS CURRENT LIABILITIES</b>	<b>ACTUAL</b>
Sundry Creditors	644,918.61
Interest Bearing Loans and Borrowings	48,578.00
Provisions for Annual and Long Service Leave	172,206.00
	<b>865,702.61</b>
<b>Adjustments</b>	
Less Cash Backed Reserves	2,106,276.00
Plus Interest Bearing Loans and Borrowings	48,578.00
Plus Provision for Annual and Long Service Leave	172,206.00
Plus Accrued Salaries and Wages	16,394.31
Plus Interest on Debentures	789.96
<b>SURPLUS OF CURRENT ASSETS OVER CURRENT LIABILITIES</b>	<b>\$ 4,156,277.42</b>



**SHIRE OF YALGOO**  
**STATEMENT OF FINANCIAL POSITION**  
**AS AT 31 MAY 2022**

This section analyses the movements in assets, liabilities and equity between 2020/21 and 2021/22.

	Actual 2020-21 \$	Actual 2021-22 \$	Variance \$
<b>Current assets</b>			
Cash and cash equivalents	5,091,873	5,879,624	787,751
Trade and other receivables	794,399	999,307	204,908
Inventories	0	11,357	11,357
Other assets	0	0	0
<b>Total current assets</b>	<b>5,886,272</b>	<b>6,890,288</b>	<b>1,004,016</b>
<b>Non-current assets</b>			
Other Financial Assets	17,805	17,805	0
Property, plant and equipment	11,115,369	10,966,868	-148,501
Infrastructure	75,098,560	75,986,133	887,573
<b>Total non-current assets</b>	<b>86,231,734</b>	<b>86,970,806</b>	<b>739,072</b>
<b>Total assets</b>	<b>92,118,006</b>	<b>93,861,094</b>	<b>1,743,088</b>
<b>Current liabilities</b>			
Trade and other payables	750,985	644,919	106,066
Interest-bearing loans and borrowings	105,420	48,578	56,842
Provisions	172,206	172,206	0
<b>Total current liabilities</b>	<b>1,028,611</b>	<b>865,703</b>	<b>162,908</b>
<b>Non-current liabilities</b>			
Interest-bearing loans and borrowings	128,910	128,910	0
Provisions	55,163	55,163	0
<b>Total non-current liabilities</b>	<b>184,073</b>	<b>184,073</b>	<b>0</b>
<b>Total liabilities</b>	<b>1,212,684</b>	<b>1,049,775</b>	<b>162,908</b>
<b>Net assets</b>	<b>90,905,322</b>	<b>92,811,318</b>	<b>1,905,996</b>
<b>Equity</b>			
Accumulated surplus	33,589,374	33,586,014	-3,360
Change in net assets resulting from operations	0	1,905,996	1,905,996
Asset revaluation reserve	55,213,032	55,213,032	0
Other reserves	2,102,916	2,106,276	3,360
<b>Total equity</b>	<b>90,905,322</b>	<b>92,811,318</b>	<b>1,905,996</b>

**SHIRE OF YALGOO  
RESERVE FUNDS  
FOR THE PERIOD ENDING 31 MAY 2022**

<u>Leave Reserve</u>	0101017056	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
	<b>Opening Balance</b>	49,654.82	49,655	49,654.82
	<b>Plus Transfer from Accumulated Surplus</b>			
	-Other	0.00	0	0.00
	- Interest Received	0.00	142	79.35
	<b>Less Transfer to Accumulated Surplus</b>			
	-Other	0.00	0	0.00
	<b>CLOSING BALANCE</b>	<b>49,654.82</b>	<b>49,797</b>	<b>49,734.17</b>

Purpose - To be used to fund annual and long service leave requirements.

<u>Plant Reserve</u>	0101017059	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
	<b>Opening Balance</b>	61,449.12	61,449	61,449.12
	<b>Plus Transfer from Accumulated Surplus</b>			
	-Other -	0.00	237,167	0
	- Interest Received	0.00	175	98.19
	<b>Less Transfer to Accumulated Surplus</b>			
	-Other	0.00	0	0
	<b>CLOSING BALANCE</b>	<b>61,449.12</b>	<b>298,791</b>	<b>61,547.31</b>

Purpose - To be used for the purchase of major plant.

<u>Building Reserve</u>	0101017060	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
	<b>Opening Balance</b>	163,521.93	163,522	163,521.93
	<b>Plus Transfer from Accumulated Surplus</b>			
	- Interest Received	0.00	467	261.28
	<b>Less Transfer to Accumulated Surplus</b>			
	-Other	0.00	0	0
	<b>CLOSING BALANCE</b>	<b>163,521.93</b>	<b>163,989</b>	<b>163,783.21</b>

Purpose - To be used for the replacement of council properties including housing and other properties.

<u>Yalgoo Ninghan Road Reserve</u>	0101017058	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
	<b>Opening Balance</b>	853,973.33	853,973	853,973.33
	<b>Plus Transfer from Accumulated Surplus</b>			
	-Other unspent contribution MMG	0.00	2,482,650	0.00
	- Interest Received	0.00	2,437	1,364.32
	<b>Less Transfer to Accumulated Surplus</b>			
	-Other Recoup of Expenditure Road Mtce MMG	0.00	0	0.00
	<b>CLOSING BALANCE</b>	<b>853,973.33</b>	<b>3,339,060</b>	<b>855,337.65</b>

Purpose - To be used to maintain the sealed Yalgoo Ninghan Road.

**SHIRE OF YALGOO  
RESERVE FUNDS  
FOR THE PERIOD ENDING 31 MAY 2022**

<u>Sports Complex Reserve</u>	0101017061	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		96,538.39	96,538	96,538.39
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	275	154.13
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>96,538.39</b>	<b>96,813</b>	<b>96,692.52</b>

Purpose - For the development of new recreational facilities.

<u>Housing Maintenance Reserve</u>	0101017050	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		124,210.14	124,210	124,210.14
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	354	198.30
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>124,210.14</b>	<b>124,564</b>	<b>124,408.44</b>

Purpose - For the maintenance of staff and other housing owned by the Shire.

<u>General Road Reserve</u>	0101017051	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		129,800.28	129,800	129,800.28
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	370	207.20
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>129,800.28</b>	<b>130,170</b>	<b>130,007.48</b>

Purpose - For the maintenance of grids,etc on roads in the Shire.

<u>Community Amenities Maintenance Reserve</u>	0101017062	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		273,709.43	273,709	273,709.43
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	781	436.88
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>273,709.43</b>	<b>274,490</b>	<b>274,146.31</b>

Purpose - For the maintenance of community amenities.

**SHIRE OF YALGOO  
RESERVE FUNDS  
FOR THE PERIOD ENDING 31 MAY 2022**

<b><u>HCP Reserve</u></b>	<b>0101017063</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Opening Balance</b>		142,866.96	142,867	142,866.96
<b>Plus Transfer from Accumulated Surplus</b>				
-Other		0.00	0	0.00
- Interest Received		0.00	408	227.99
<b>Less Transfer to Accumulated Surplus</b>				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>142,866.96</b>	<b>143,275</b>	<b>143,094.95</b>

Purpose - For future community projects operating expenditure.

<b><u>Yalgoo Morawa Road Reserve</u></b>	<b>0101017064</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Opening Balance</b>		182,160.89	182,161	182,160.89
<b>Plus Transfer from Accumulated Surplus</b>				
-Other Deflector Mine		0.00	27,389	0.00
- Interest Received		0.00	520	290.67
<b>Less Transfer to Accumulated Surplus</b>				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>182,160.89</b>	<b>210,070</b>	<b>182,451.56</b>

Purpose - To be used to maintain the sealed Yalgoo Morawa Road.

<b><u>Superannuation Back Pay Reserve</u></b>	<b>0101017052</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Opening Balance</b>		24.22	24	24.22
<b>Plus Transfer from Accumulated Surplus</b>				
-Other		0.00	0	0.00
- Interest Received		0.00	0	0.04
<b>Less Transfer to Accumulated Surplus</b>				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>24.22</b>	<b>24</b>	<b>24.26</b>

Purpose - For the purpose of paying any superannuation and back pay costs.

<b><u>Office Equipment Reserve</u></b>	<b>0101017053</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Opening Balance</b>		3,651.48	3,651	3,651.48
<b>Plus Transfer from Accumulated Surplus</b>				
-Other		0.00	0	0.00
- Interest Received		0.00	10	5.83
<b>Less Transfer to Accumulated Surplus</b>				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>3,651.48</b>	<b>3,661</b>	<b>3,657.31</b>

Purpose - For the purpose of purchase of new office equipment and tht maintenance of existing equipment.

**SHIRE OF YALGOO  
RESERVE FUNDS  
FOR THE PERIOD ENDING 31 MAY 2022**

<b><u>Natural Disaster Triggerpoint Reserve</u></b>	<b>0101017054</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		12,906.89	12,907	12,906.89
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	37	20.59
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>12,906.89</b>	<b>12,944</b>	<b>12,927.48</b>

Purpose - To be used to fund the Shire mandatory contribution when the Shire receives funding for reparation after natural disaster events.

<b><u>Emergency Road Repairs Reserve</u></b>	<b>0101017055</b>	<b>O/BALANCE 01-07-21</b>	<b>BUDGET 2021-22</b>	<b>ACTUALS 2021-22 YTD</b>
		\$	\$	\$
Opening Balance		8,448.10	8,448	8,448.10
Plus Transfer from Accumulated Surplus				
-Other		0.00	0	0.00
- Interest Received		0.00	24	15.59
Less Transfer to Accumulated Surplus				
-Other		0.00	0	0.00
<b>CLOSING BALANCE</b>		<b>8,448.10</b>	<b>8,472</b>	<b>8,463.69</b>

Purpose - To be used to fund emergency repairs to roads that are damaged by unfunded events (storm damages, vehicular, etc).

<b><u>Total</u></b>		<b>2,102,915.98</b>	<b>4,856,122</b>	<b>2,106,276.34</b>
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**SHIRE OF YALGOO  
LOAN SCHEDULE  
AS AT 31 MAY 2022**

Program	Loan No.	Principal	Loans Raised		Interest		Loan Repayment		Principal	Principal
		01.07.2021	Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	31.06.2022 Budget	31.05.2022 Actual
		\$	\$	\$	\$	\$	\$	\$	\$	\$
STAFF HOUSING	53	49,587	0	0	2940	1622	18869	9,280	30,718	40,307
STAFF HOUSING	55	72,349	0	0	4,241	2,297	22,602	11,122	49,747	61,227
STAFF HOUSING	56	82,534	0	0	2,097	1,255	54,606	27,097	27,928	55,437
PUBLIC TOILETS	54	29,860	0	0	1,709	1,709	9,343	9,343	20,517	20,517
		<b>234,330</b>	<b>0</b>	<b>0</b>	<b>10,987</b>	<b>6,882</b>	<b>105,420</b>	<b>56,842</b>	<b>128,910</b>	<b>177,488</b>
PLUS Change in Net Accrual						0				
<b>TOTAL</b>		<b>234,330</b>	<b>0</b>	<b>0</b>	<b>10,987</b>	<b>6,882</b>	<b>105,420</b>	<b>56,842</b>	<b>128,910</b>	<b>177,488</b>

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Proceeds Sale of Assets

	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD	JULY- MAY 2022 YTD	JULY- MAY 2022 YTD	JULY- MAY 2022 YTD	JULY- MAY 2022 YTD	JULY- MAY 2022 YTD	
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
1201011995 -Profit on Sale of Assets	(\$96,869)	\$0	\$0	\$0	\$0	\$0	
1405011995 · Profit on Sale of Assets	(\$227)	\$0	\$0	\$0	\$0	\$0	
1404011995 · Profit on Sale of Assets	\$0	\$0	\$0	\$0	\$0	\$0	
000000 CONTRA	\$97,096	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Laptop Computer	(\$227)	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Back Hoe	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Cab Dual Truck	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Cat Prime Mover	\$0	\$0	(\$130,000)	\$0	(\$130,000)	\$0	(\$130,000)
00000 Proceeds Sale of Assets - Motor Vehicle Works Parks YA827	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Kubota	\$0	\$0	(\$5,000)	\$0	(\$5,000)	\$0	(\$12,818)
00000 Proceeds Sale of Assets - Motor Vehicle Fortunner	(\$38,636)	\$0	(\$42,000)	\$0	(\$42,000)	\$0	(\$42,000)
00000 Proceeds Sale of Assets - Motor Vehicle Fortunner	(\$37,727)	\$0	(\$41,000)	\$0	(\$41,000)	\$0	(\$37,727)
00000 Proceeds Sale of Assets - Motor Vehicle CEO	\$0	\$0	(\$55,000)	\$0	(\$55,000)	\$0	(\$55,000)
00000 Proceeds Sale of Assets - Community Bus	\$0	\$0	\$0	\$0	\$0	\$0	(\$8,636)
00000 Proceeds Sale of Assets - Grader	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Trailer Tandum Axle	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets -Bomag BW24R	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Motor Vehicle Works Foreman Ute YA899	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Truck Works	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Truck Parks YA329	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Insurance Claim - YA827 note purchased 2015-16	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Ride on Mower	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Trailer Side Tipper	\$0	\$0	(\$80,000)	\$0	(\$80,000)	\$0	(\$80,000)
00000 Proceeds Sale of Assets - Toad Sweeper	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Proceeds Sale of Assets - Forklift	(\$20,506)	\$0	(\$25,000)	\$0	(\$25,000)	\$0	(\$25,000)
00000 Proceeds Sale of Assets -Skidsteer	\$0	\$0	(\$25,000)	\$0	(\$25,000)	\$0	(\$25,000)
	(\$97,096)	\$0	(\$403,000)	\$0	(\$403,000)	\$0	(\$416,181)

Written Down Value

00000 Written Down Value - Prado	\$0	\$0	\$0	\$46,750	\$0	\$46,750	\$46,750
00000 Written Down Value - Fortuner	\$0	\$0	\$0	\$34,850	\$0	\$34,850	\$34,850
00000 Written Down Value - Fortuner	\$0	\$0	\$0	\$35,700	\$0	\$35,700	\$35,700
00000 Written Down Value - Kubota	\$0	\$0	\$0	\$4,250	\$0	\$4,250	\$4,250
00000 Written Down Value - Side Tipper Trailers	\$0	\$0	\$0	\$68,000	\$0	\$68,000	\$68,000
00000 Written Down Value - Forklift	\$0	\$0	\$0	\$21,250	\$0	\$21,250	\$21,250
00000 Written Down Value - Skidsteer	\$0	\$0	\$0	\$21,250	\$0	\$21,250	\$21,250
00000 Written Down Value - Cat Prime Mover	\$0	\$0	\$0	\$110,300	\$0	\$110,300	\$110,300
00000 Written Down Value - Toro Mower	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Grader	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value -Community Bus	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Trailer	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Bomag BW24R	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Works Foreman ute YA899	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Truck Parks YA329	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Truck Tipper	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Concrete Truck	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Batching Plant and Agitator on Trailer	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - Boomlift	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value -Ride on Mower	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - YA827 note purchased 2015-16	\$0	\$0	\$0	\$0	\$0	\$0	
00000 Written Down Value - 17 Shamrock Street	\$0	\$0	\$0	\$0	\$0	\$0	

Sub Total - GAIN/LOSS ON DISPOSAL OF ASSET

Total - GAIN/LOSS ON DISPOSAL OF ASSET

ABNORMAL ITEMS

00000 Years Doubtful Debts Provision	\$0	\$0	\$0	\$0	\$0	\$0	\$0
00000 Bad Debts Written Off	\$0	\$0	\$0	\$0	\$0	\$0	\$0
00000 Prior Years Asset Adjustment -	\$0	\$0	\$0	\$0	\$0	\$0	\$0
00000 Prior Years Payment Written Back	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - ABNORMAL ITEMS	\$0	\$0	\$0	\$0	\$0	\$0	

Total - ABNORMAL ITEMS

Total - OPERATING STATEMENT

GENERAL PURPOSE FUNDING

RATES

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
OPERATING EXPENDITURE							
0000000000 - Early Payment Incentive	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$1,000
0000000000 - Title Searches	\$0	\$0	\$0	\$38	\$0	\$200	\$200
0301052645 - Valuation Expenses	\$0	\$7,549	\$0	\$1,900	\$0	\$10,000	\$10,000
0301902540- Debt Collection Costs	\$0	\$17,487	\$0	\$1,330	\$0	\$7,000	\$15,000
0000000000 - Rates Computer Services	\$0	\$0	\$0	\$0	\$0	\$0	
0301052612 - Refunds	\$0	\$486	\$0	\$570	\$0	\$3,000	\$3,000
0000000000 - Other Expenses	\$0	(\$680)	\$0	\$95	\$0	\$500	\$500
0301922505 - Admin Allocation - Rates	\$0	\$81,042	\$0	\$103,604	\$0	\$113,022	\$100,863
0302052505 - Admin Allocation - Other GPF	\$0	\$41,966	\$0	\$64,752	\$0	\$70,639	\$63,040
Sub Total - GENERAL RATES OP/EXP	\$0	\$148,849	\$0	\$173,289	\$0	\$205,361	\$193,602
OPERATING INCOME							
0301051740- GRV- Townsites Improved	(\$21,765)	\$0	(\$20,103)	\$0	(\$20,103)	\$0	(\$19,705)
0000000000- GRV- Mining Infrastructure	(\$726,962)	\$0	(\$774,690)	\$0	(\$774,690)	\$0	(\$726,962)
0301151720 - UV - Pastoral Rates	(\$63,585)	\$0	(\$65,642)	\$0	(\$65,642)	\$0	(\$59,235)
0301201710 - UV - Mining Leases	(\$1,396,191)	\$0	(\$1,636,626)	\$0	(\$1,636,626)	\$0	(\$1,384,881)
0301251700 - UV - Prospecting	(\$234,508)	\$0	(\$161,352)	\$0	(\$161,352)	\$0	(\$209,716)
0301451740- GRV - Minimum (Improved)	\$0	\$0	(\$1,160)	\$0	(\$1,160)	\$0	(\$1,160)
0301101745 - GRV - Minimum (Vacant)	(\$2,364)	\$0	(\$2,900)	\$0	(\$2,900)	\$0	(\$2,900)
0310551720 - UV - Minimum (Pastoral)	\$0	\$0	(\$4,350)	\$0	(\$4,350)	\$0	(\$4,350)
0310601710 - UV - Minimum (Mining)	\$0	\$0	(\$11,310)	\$0	(\$11,310)	\$0	(\$11,310)
0000000000 - UV - Minimum (Prospecting)	\$0	\$0	(\$22,330)	\$0	(\$22,330)	\$0	(\$22,330)
0000000000 - UV Interim (Exploration)	\$0	\$0	(\$4,583)	\$0	(\$5,000)	\$0	(\$5,000)
0301752615 - Rates Written Off & Provision for Doubtful Debts Written Back	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0301801125 - Legal Expenses Recovered	(\$1,244)	\$0	\$0	\$0	\$0	\$0	(\$1,244)
0301401780 - Non Payment Penalty	(\$263)	\$0	(\$4,583)	\$0	(\$5,000)	\$0	(\$5,000)
0000000000 - FESA Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0301951005 - Account Enquiries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0301301770 - Cost of Instalment Option Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0301351775 - Cost of Instalment Option Admin Fees	(\$40)	\$0	(\$183)	\$0	(\$200)	\$0	(\$40)
Sub Total - GENERAL RATES OP/INC	(\$2,446,922)	\$0	(\$2,709,813)	\$0	(\$2,710,663)	\$0	(\$2,453,833)
Total - GENERAL RATES	(\$2,446,922)	\$148,849	(\$2,709,813)	\$173,289	(\$2,710,663)	\$205,361	(\$2,260,231)
OTHER GENERAL PURPOSE FUNDING							
OPERATING EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
0303051525 - Grants Commission	(\$1,921,277)	\$0	(\$834,708)	\$0	(\$834,708)	\$0	(\$834,708)
0303051525 - Local Road Grants	(\$718,302)	\$0	(\$283,422)	\$0	(\$283,422)	\$0	(\$283,422)
0000000000- Grants - Local Roads and Community Infrastructure Program (LRCI)	\$0	\$0	(\$1,190,651)	\$0	(\$1,190,651)	\$0	(\$1,190,651)
0303051315 - Interest on Invest - Muni	(\$90)	\$0	(\$2,750)	\$0	(\$3,000)	\$0	(\$1,000)
0303051315 - Interest on Invest - Reserves	(\$3,360)	\$0	(\$5,500)	\$0	(\$6,000)	\$0	(\$6,000)
0303051315 - Interest on Invest-Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/INC	(\$2,643,029)	\$0	(\$2,317,031)	\$0	(\$2,317,781)	\$0	(\$2,315,781)
Total - OTHER GENERAL PURPOSE FUNDING	(\$2,643,029)	\$0	(\$2,317,031)	\$0	(\$2,317,781)	\$0	(\$2,315,781)
Total - GENERAL PURPOSE FUNDING	(\$5,089,951)	\$148,849	(\$5,026,844)	\$173,289	(\$5,028,444)	\$205,361	(\$4,576,012)
GOVERNANCE							
MEMBERS OF COUNCIL							
OPERATING EXPENDITURE							
0401012725 - Members Subscriptions	\$0	\$23,737	\$0	\$1,833	\$0	\$2,000	\$623
0401012716 - Presidents allowance	\$0	\$10,000	\$0	\$11,000	\$0	\$12,000	\$12,000
0401012717 - Deputy Presidents allowance	\$0	\$2,500	\$0	\$2,750	\$0	\$3,000	\$3,000
0401012715 - Members Meeting Fees	\$0	\$20,972	\$0	\$27,500	\$0	\$30,000	\$30,000
0401012718 - Members Travelling	\$0	\$6,367	\$0	\$6,875	\$0	\$7,500	\$7,500



Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
0401012719 · Member Communication Allowance	\$0	\$18,707	\$0	\$19,250	\$0	\$21,000	\$21,000
0401012060 · Conference Expenses	\$0	\$14,774	\$0	\$13,750	\$0	\$15,000	\$17,500
0401012120 · Training Expenses	\$0	\$5,774	\$0	\$9,167	\$0	\$10,000	\$10,000
0401012721 · Refreshments & Receptions	\$0	\$1,577	\$0	\$5,500	\$0	\$6,000	\$4,000
0401012722 · Election Expenses	\$0	\$8,977	\$0	\$13,750	\$0	\$15,000	\$8,977
0401012723 · Council Chambers Maintenance	\$0	\$0	\$0	\$1,833	\$0	\$2,000	\$2,000
0401012300· Members Insurance	\$0	\$425	\$0	\$1,077	\$0	\$1,175	\$425
0401012705 · Members Donations	\$0	\$8,325	\$0	\$3,667	\$0	\$4,000	\$6,575
0401052720 · Murchison Zone WALGA Exps	\$0	\$3,180	\$0	\$2,750	\$0	\$3,000	\$2,730
0401012720 · Members Expenses Other	\$0	\$1,928	\$0	\$9,167	\$0	\$10,000	\$5,000
0401012695 · Consultancy -Planning - Integrated,Policies ,ETC	\$0	\$23,800	\$0	\$64,167	\$0	\$70,000	\$70,000
0401012695 · Consultancy CEO Recruitment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0401252695 · Planning - Business Cases - Grant Applications	\$0	\$0	\$0	\$6,875	\$0	\$7,500	\$7,500
0401012505 · Admin Allocation - Members	\$0	\$189,244	\$0	\$259,009	\$0	\$282,555	\$252,158
0401012980 · Depn - Membership	\$0	\$1,385	\$0	\$1,473	\$0	\$1,607	\$1,607
Sub Total - MEMBERS OF COUNCIL OP/EXP	\$0	\$341,672	\$0	\$461,392	\$0	\$503,337	\$462,595
OPERATING INCOME							
0402011620 · Community Event funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - MEMBERS OF COUNCIL OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - MEMBERS OF COUNCIL	\$0	\$341,672	\$0	\$461,392	\$0	\$503,337	\$462,595
GOVERNANCE - GENERAL							
OPERATING EXPENDITURE							
Sub Total - GOVERNANCE - GENERAL OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
Sub Total - GOVERNANCE - GENERAL OP/INC	\$0	\$0	\$0	\$0		\$0	\$0
Total - GOVERNANCE - GENERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - GOVERNANCE	\$0	\$341,672	\$0	\$461,392	\$0	\$503,337	\$462,595
LAW ORDER & PUBLIC SAFETY							
FIRE PREVENTION							
OPERATING EXPENDITURE							
050101 · Fire Prevention Expenses	\$0	\$242	\$0	\$6,875	\$0	\$7,500	\$2,500
050110 · Fire Vehicles Expenses	\$0	\$23,884	\$0	\$9,167	\$0	\$10,000	\$30,000
0501102300 · Fire Insurance	\$0	\$2,280	\$0	\$2,090	\$0	\$2,280	\$2,280
050115 · Fire Shed Expenses	\$0	\$2,044	\$0	\$2,151	\$0	\$2,346	\$2,346
050125 · Emergency Management (CESM)	\$0	\$15,512	\$0	\$23,833	\$0	\$26,000	\$20,000
0000000000 · Bushfire Mapping	\$0	\$0		\$0	\$0	\$0	
0000000000 · Feasibility Study Regional Emergency Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 · Emergency Management Training Facility Amalgamation of Council Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0501012505 · Admin Allocation - Fire Control	\$0	\$18,924	\$0	\$25,900	\$0	\$28,255	\$25,215
0501012980 · Depn - Fire Control	\$0	\$26,336	\$0	\$28,658	\$0	\$31,263	\$31,263
Sub Total - FIRE PREVENTION OP/EXP	\$0	\$89,222	\$0	\$98,674	\$0	\$107,644	\$113,604
OPERATING INCOME							
0501011515 · Fire Service Grants	(\$26,518)	\$0	(\$25,000)	\$0	(\$25,000)	\$0	(\$26,518)
0501202695 · Fire Breaks Fees - DFES	(\$4,541)	\$0	\$0	\$0	\$0	\$0	(\$4,900)
0501251095 · FESA Admin Commission	(\$4,000)	\$0	(\$4,000)	\$0	(\$4,000)	\$0	(\$4,000)
Sub Total - FIRE PREVENTION OP/INC	(\$35,059)	\$0	(\$29,000)	\$0	(\$29,000)	\$0	(\$35,418)
Total - FIRE PREVENTION	(\$35,059)	\$89,222	(\$29,000)	\$98,674	(\$29,000)	\$107,644	\$78,186

*Shire of Yalgoo***Detailed Statement**

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
ANIMAL CONTROL							
OPERATING EXPENDITURE							
050205 - Animal Control Expenses	\$0	\$0	\$0	\$11,800	\$0	\$12,873	\$2,000
0502012505 - Other Animal Control Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0502052695 - Animal Ranger Expenses	\$0	\$31,933	\$0	\$22,000	\$0	\$24,000	\$36,731
0502152695 - Animal Sterilisation Program	\$0	\$4,633	\$0	\$3,667	\$0	\$4,000	\$4,633
0502012505 - Admin Allocation - Animal Contr	\$0	\$18,924	\$0	\$25,900	\$0	\$28,255	\$25,215
0502012980 - Depn. Animal Control	\$0	\$588	\$0	\$594	\$0	\$648	\$648
Sub Total - ANIMAL CONTROL OP/EXP	\$0	\$56,078	\$0	\$63,961	\$0	\$69,776	\$69,227
OPERATING INCOME							
0502011305 - Fines & Penalties	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0502011115 - Impounding Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000- Other Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0502011080 - Dog Registrations	(\$206)	\$0	(\$100)	\$0	(\$100)	\$0	(\$250)
Sub Total - ANIMAL CONTROL OP/INC	(\$206)	\$0	(\$100)	\$0	(\$100)	\$0	(\$250)
Total - ANIMAL CONTROL	(\$206)	\$56,078	(\$100)	\$63,961	(\$100)	\$69,776	\$68,977
OTHER LAW ORDER & PUBLIC SAFETY							
OPERATING EXPENDITURE							
050305 - Community Safety	\$0	\$2,842	\$0	\$183	\$0	\$200	\$200
0503102695 - MWIRSA LG Road Safety Contribution	\$0	\$0	\$0	\$4,583	\$0	\$5,000	\$5,000
0503012505 - Admin Allocation - Other Law	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY OP/EXP	\$0	\$12,304	\$0	\$17,717	\$0	\$19,328	\$17,808
OPERATING INCOME							
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY OP /INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - OTHER LAW ORDER PUBLIC SAFETY	\$0	\$12,304	\$0	\$17,717	\$0	\$19,328	\$17,808
Total - LAW ORDER & PUBLIC SAFETY	(\$35,265)	\$157,604	(\$29,100)	\$180,352	(\$29,100)	\$196,748	\$164,971
HEALTH							
HEALTH ADMINISTRATION & INSPECTION							
OPERATING EXPENDITURE							
070405 - EHO Consulting	\$0	\$9,372	\$0	\$14,667	\$0	\$16,000	\$10,000
0704102650- Water Sampling Expenses	\$0	\$0	\$0	\$917	\$0	\$1,000	\$1,000
0704052720 - Other Health Admin Expenses	\$0	\$0	\$0	\$275	\$0	\$300	\$300
0704012505 - Admin Allocation - Other Health	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
0704012980 - Depn. - Health Admin. & Inspect	\$0	\$2,433	\$0	\$2,676	\$0	\$2,919	\$2,919
Sub Total - HEALTH ADMIN & INSPECTION OP/EXP	\$0	\$21,267	\$0	\$31,485	\$0	\$34,347	\$26,827
OPERATING INCOME							
0704011105 - Health Inspection Fees and Food Licence Applications	(\$185)	\$0	(\$300)	\$0	(\$300)	\$0	(\$300)
0704011190- Septic Tank Fee	\$0	\$0	(\$150)	\$0	(\$150)	\$0	(\$150)
Sub Total - HEALTH ADMIN & INSPECTION OP/INC	(\$185)	\$0	(\$450)	\$0	(\$450)	\$0	(\$450)
Total - HEALTH ADMIN & INSPECTION	(\$185)	\$21,267	(\$450)	\$31,485	(\$450)	\$34,347	\$26,377
MATERNAL AND INFANT HEALTH							
OPERATING EXPENDITURE							
Sub Total - MATERNAL AND INFANT HEALTH	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - MATERNAL AND INFANT HEALTH	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
PREVENTIVE SERVICE							
OPERATING EXPENDITURE							
070505 · Mosquito Control	\$0	\$1,373	\$0	\$0	\$0	\$0	\$0
0705012505 · Admin Allocated - Prev Services	\$0	\$4,731	\$0	\$6,475	\$0	\$7,064	\$6,304
0705012980 · Depn - Prev Services	\$0	\$23,946	\$0	\$26,340	\$0	\$28,735	\$28,735
Sub Total - PREVENTIVE SRVS - OP/EXP	\$0	\$30,050	\$0	\$32,816	\$0	\$35,799	\$35,039
Total - PREVENTIVE SERVICES	\$0	\$30,050	\$0	\$32,816	\$0	\$35,799	\$35,039
PREVENTIVE SERVICE - OTHER							
OPERATING EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - PREVENTIVE SRVS - OTHER OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - PREVENTIVE SERVICES - OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER HEALTH							
OPERATING EXPENDITURE							
070705 · Health Centre Maintenance	\$0	\$6,668	\$0	\$14,280	\$0	\$15,578	\$9,000
070710 · Analytical Expenses	\$0	\$360	\$0	\$458	\$0	\$500	\$360
070715 · Ambulance Services	\$0	\$889	\$0	\$1,557	\$0	\$1,699	\$1,699
070725 · Dental Services	\$0	\$362	\$0	\$0	\$0	\$0	\$362
0707012505 · Other Health Admin Allocation	\$0	\$18,924	\$0	\$25,900	\$0	\$28,255	\$25,215
0707012980 · Depn - Other Health	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Additional Nurse Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER HEALTH OP/EXP	\$0	\$27,203	\$0	\$42,196	\$0	\$46,032	\$36,636
OPERATING INCOME							
0707011472 · Reimbursements WACHS	\$0	\$0	\$0	\$0	(\$15,578)	\$0	(\$9,000)
Sub Total - OTHER HEALTH OP/INC	\$0	\$0	\$0	\$0	(\$15,578)	\$0	(\$9,000)
Total - OTHER HEALTH	\$0	\$27,203	\$0	\$42,196	(\$15,578)	\$46,032	\$27,636
Total - HEALTH	(\$185)	\$78,521	(\$450)	\$106,497	(\$16,028)	\$116,178	\$89,053
EDUCATION & WELFARE							
EDUCATION							
OPERATING EXPENDITURE							
0000000000 · Education Initiative	\$0	\$0	\$0	\$2,292	\$0	\$2,500	\$2,500
0601012505 · Admin Allocation - Other Educat	\$0	\$5,650	\$0	\$6,475	\$0	\$7,064	\$6,304
Sub Total - EDUCATION OP/EXP	\$0	\$5,650	\$0	\$8,767	\$0	\$9,564	\$8,804
Total - EDUCATION	\$0	\$5,650	\$0	\$8,767	\$0	\$9,564	\$8,804
OTHER EDUCATION							
OPERATING EXPENDITURE							
Sub Total - OTHER EDUCATION OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - OTHER EDUCATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELFARE							
OPERATING EXPENDITURE							
0601022720 · Youth and Family Programs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 · Local Action Group Expenses	\$0	\$0	\$0	\$10,402	\$0	\$11,348	\$11,348

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22 JULY- MAY 2022 YTD Income      Expenditure		Adopted Budget 2021-22 JULY- MAY 2022 YTD Income      Expenditure		Adpoted Budget 2021-22 Income      Expenditure		Budget Review 2021-22
Sub Total - WELFARE OP/EXP	\$0	\$0	\$0	\$10,402	\$0	\$11,348	\$11,348
OPERATING INCOME							
0000000 - Government Grant - Local Drug Action Team	\$0	\$0	\$0	\$0	(\$11,348)	\$0	(\$11,348)
Sub Total - WELFARE OP/INC	\$0	\$0	\$0	\$0	(\$11,348)	\$0	(\$11,348)
Total - WELFARE	\$0	\$0	\$0	\$10,402	(\$11,348)	\$11,348	\$0
AGED & DISABLED OTHER							
OPERATING EXPENDITURE							
Sub Total - AGED & DISABLED OTHER OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - AGED & DISABLED OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - EDUCATION & WELFARE	\$0	\$5,650	\$0	\$19,169	(\$11,348)	\$20,912	\$8,804
HOUSING							
STAFF HOUSING							
OPERATING EXPENDITURE							
090101 - Staff Housing Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0901012300 - Housing Expenses - Insurance	\$0	\$14,864	\$0	\$7,883	\$0	\$8,600	\$14,864
0000000000 - Housing Expenses - Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0901012805 - Housing Expenses - Utilities - Electricity	\$0	\$10,512	\$0	\$5,958	\$0	\$6,500	\$11,600
0901012820 - Housing Expenses - Utilities - Telephone /Internet	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0901012825 - Housing Expenses - Utilities - Water	\$0	\$12,767	\$0	\$13,750	\$0	\$15,000	\$13,500
090105- Housing Expenses - R & M( Including painting)	\$0	\$132,808	\$0	\$167,911	\$0	\$183,176	\$183,176
0000000000 - Housing Expenses - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0901012425 - Interest Expense Loan 56	\$0	\$1,255	\$0	\$1,922	\$0	\$2,097	\$2,097
0901012410 - Interest Expense Loan 53	\$0	\$1,622	\$0	\$2,695	\$0	\$2,940	\$2,940
0901012420 - Interest Expense Loan 55	\$0	\$2,297	\$0	\$3,888	\$0	\$4,241	\$4,241
0901012505 - Admin Allocation	\$0	\$28,387	\$0	\$38,852	\$0	\$42,384	\$37,824
0901012980 - Depreciation - Staff Housing	\$0	\$27,880	\$0	\$30,299	\$0	\$33,053	\$33,053
Sub Total - STAFF HOUSING OP/EXP	\$0	\$232,392	\$0	\$273,158	\$0	\$297,991	\$303,295
OPERATING INCOME							
0901011195 - Staff Housing Rental	(\$11,273)	\$0	(\$16,042)	\$0	(\$17,500)	\$0	(\$10,500)
0901011640 - Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 - Telstra Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 - Grant - 2 Units 17 Shemrock Street	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - STAFF HOUSING OP/INC	(\$11,273)	\$0	(\$16,042)	\$0	(\$17,500)	\$0	(\$10,500)
Total - STAFF HOUSING	(\$11,273)	\$232,392	(\$16,042)	\$273,158	(\$17,500)	\$297,991	\$292,795
HOUSING OTHER							
OPERATING EXPENDITURE							
0902012505 - Admin Alloc - Other Housing	\$0	\$8,544	\$0	\$12,951	\$0	\$14,128	\$12,608
0902012980 - Depn - Other Housing	\$0	\$31,227	\$0	\$31,873	\$0	\$34,770	\$34,770
Sub Total - HOUSING OTHER OP/EXP	\$0	\$39,771	\$0	\$44,823	\$0	\$48,898	\$47,378
OPERATING INCOME							
0902011620 - Other Housing Rental	\$0	\$0	\$0	\$0	\$0	\$0	(\$5,000)
Sub Total - HOUSING OTHER OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	(\$5,000)
Total - HOUSING OTHER	\$0	\$39,771	\$0	\$44,823	\$0	\$48,898	\$42,378
Total - HOUSING	(\$11,273)	\$272,162	(\$16,042)	\$317,982	(\$17,500)	\$346,889	\$335,173
COMMUNITY AMENITIES							
SANITATION - HOUSEHOLD REFUSE							

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
OPERATING EXPENDITURE							
100105 · Household Refuse Collection	\$0	\$29,458	\$0	\$36,667	\$0	\$40,000	\$35,000
100110 · Refuse Site Mainten - Yalgoo	\$0	\$6,176	\$0	\$13,035	\$0	\$14,220	\$10,000
100115 · Refuse Site Mainten - Paynes F	\$0	\$0	\$0	\$4,583	\$0	\$5,000	\$5,000
100120 · Commercial Refuse Collection	\$0	\$10,504	\$0	\$11,000	\$0	\$12,000	\$12,000
1001251170 · Replacement bins	\$0	\$0	\$0	\$1,833	\$0	\$2,000	\$2,000
1001012505 · Admin Allocation - Sanitation	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
Sub Total - SANITATION HOUSEHOLD REFUSE OP/EXP	\$0	\$55,600	\$0	\$80,069	\$0	\$87,348	\$76,608
OPERATING INCOME							
1001051110 · Household Refuse Remove. Charges	(\$9,195)	\$0	(\$9,500)	\$0	(\$9,500)	\$0	(\$9,500)
1001201040 · Commercial Refuse Remov Charges	(\$3,250)	\$0	(\$3,250)	\$0	(\$3,250)	\$0	(\$3,250)
Sub Total - SANITATION H/HOLD REFUSE OP/INC	(\$12,445)	\$0	(\$12,750)	\$0	(\$12,750)	\$0	(\$12,750)
Total - SANITATION HOUSEHOLD REFUSE	(\$12,445)	\$55,600	(\$12,750)	\$80,069	(\$12,750)	\$87,348	\$63,858
SANITATION OTHER							
OPERATING EXPENDITURE							
Sub Total - SANITATION OTHER OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
Sub Total - SANITATION OTHER OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - SANITATION OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SEWERAGE							
EFFLUENT DRAINAGE SYSTEM							
OPERATING EXPENDITURE							
Sub Total - SEWERAGE OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
Sub Total - SEWERAGE OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - SEWERAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROTECTION OF THE ENVIRONMENT							
OPERATING EXPENDITURE							
100205 · Removal Abandoned Vehicles	\$0	\$0	\$0	\$250	\$0	\$500	\$500
Sub Total - PROTECTION OF THE ENVIRONMENT OP/EXP	\$0	\$0	\$0	\$250	\$0	\$500	\$500
OPERATING INCOME							
Sub Total - PROTECTION OF THE ENVIRONMENT OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - PROTECTION OF THE ENVIRONMENT	\$0	\$0	\$0	\$250	\$0	\$500	\$500
TOWN PLANNING AND REGIONAL DEVELOPMENT							
OPERATING EXPENDITURE							
1006052525 · TP Scheme Expenses	\$0	\$0	\$0	\$4,583	\$0	\$5,000	\$5,000
1006202525 · EHO Consulting	\$0	\$12,022	\$0	\$12,833	\$0	\$14,000	\$14,000
100625 · Yalgoo Revitalisation Planning - Unspent Grant C/fwd	\$0	\$0	\$0	\$18,219	\$0	\$19,875	\$19,875
1006012505 · Admin Allocation - Town Plannin	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608



Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Sub Total - TOWN PLAN & REG DEV OP/EXP	\$0	\$21,484	\$0	\$48,586	\$0	\$53,003	\$51,483
OPERATING INCOME							
100625 - Yalgoo Revitalisation Planning - Unspent Grant C/fwd	\$0	\$0	\$0	\$0	(\$19,875)	\$0	(\$19,875)
000000 - Town Planning Fees	(\$1,265)	\$0	\$0	\$0	\$0	\$0	(\$115)
Sub Total - TOWN PLAN & REG DEV OP/INC	(\$1,265)	\$0	\$0	\$0	(\$19,875)	\$0	(\$19,990)
Total - TOWN PLANNING & REGIONAL DEVELOPMENT	(\$1,265)	\$21,484	\$0	\$48,586	(\$19,875)	\$53,003	\$31,493
OTHER COMMUNITY AMENITIES							
OPERATING EXPENDITURE							
100705 - Cemetery Expenses	\$0	\$4,728	\$0	\$10,742	\$0	\$11,718	\$7,000
100710 - Public Conveniences	\$0	\$26,038	\$0	\$40,798	\$0	\$44,507	\$35,000
100715 - Community Bus Expenses	\$0	\$4,831	\$0	\$11,000	\$0	\$12,000	\$7,500
100720 - Vacant Land Development/Mtce	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1007012415 - Interest Expenditure - Loan 54	\$0	\$1,709	\$0	\$1,567	\$0	\$1,709	\$1,709
1007012505 - Admin Allocation - Other Commun	\$0	\$18,924	\$0	\$25,900	\$0	\$28,255	\$25,215
1007012980 - Depn - Other Community Services	\$0	\$15,072	\$0	\$16,304	\$0	\$17,786	\$17,786
Sub Total - OTHER COMMUNITY AMENITIES OP/EXP	\$0	\$71,302	\$0	\$106,310	\$0	\$115,975	\$94,210
OPERATING INCOME							
1007051035 - Cemetery Fees	(\$3,805)	\$0	(\$1,000)	\$0	(\$1,000)	\$0	(\$2,400)
1007151055 - Community Bus Hire	(\$1,133)	\$0	(\$1,000)	\$0	(\$1,000)	\$0	(\$1,400)
Sub Total - OTHER COMMUNITY AMENITIES OP/INC	(\$4,938)	\$0	(\$2,000)	\$0	(\$2,000)	\$0	(\$3,800)
Total - OTHER COMMUNITY AMENITIES	(\$4,938)	\$71,302	(\$2,000)	\$106,310	(\$2,000)	\$115,975	\$90,410
URBAN STORMWATER DRAINAGE							
OPERATING EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - URBAN STORMWATER DRAINAGE OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - URBAN STORMWATER DRAINAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - COMMUNITY AMENITIES	(\$18,648)	\$148,386	(\$14,750)	\$235,216	(\$34,625)	\$256,826	\$186,261
RECREATION & CULTURE							
PUBLIC HALL & CIVIC CENTRES							
OPERATING EXPENDITURE							
110105 - Yalgoo Hall Expenses	\$0	\$10,177	\$0	\$9,915	\$0	\$10,816	\$14,000
000000 - Consultancy Fees -Yalgoo Hall Study - Scope of Works	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1101012505 - Admin Allocation - Public Halls	\$0	\$47,311	\$0	\$64,752	\$0	\$70,639	\$63,040
1101012980 - Depn - Public Halls	\$0	\$11,476	\$0	\$12,527	\$0	\$13,666	\$13,666
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/EXP	\$0	\$68,965	\$0	\$87,194	\$0	\$95,121	\$90,706
OPERATING INCOME							
1101051100 - Hall Hire	(\$750)	\$0	(\$400)	\$0	(\$400)	\$0	(\$273)
0000000000 Contribution - Yalgoo Hall Renovations - Lotterywest	\$0	\$0	(\$300,000)	\$0	(\$300,000)	\$0	(\$300,000)
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/INC	(\$750)	\$0	(\$300,400)	\$0	(\$300,400)	\$0	(\$300,273)
Total - PUBLIC HALL & CIVIC CENTRES	(\$750)	\$68,965	(\$300,400)	\$87,194	(\$300,400)	\$95,121	(\$209,567)
OTHER RECREATION & SPORT							
OPERATING EXPENDITURE							
110310 - Community Park Gibbon St	\$0	\$11,208	\$0	\$20,504	\$0	\$22,368	\$15,000
110315- Shamrock St Park	\$0	\$10,063	\$0	\$15,871	\$0	\$17,314	\$14,500

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
110320 - Old Railway Station grounds	\$0	\$37,747	\$0	\$66,941	\$0	\$73,026	\$50,000
110325 - Old Railway Station building	\$0	\$12,677	\$0	\$13,870	\$0	\$15,131	\$17,000
110330 - Paynes Find Complex Expenses	\$0	\$5,014	\$0	\$12,313	\$0	\$13,432	\$7,500
110335 - Tennis Courts	\$0	\$491	\$0	\$2,495	\$0	\$2,722	\$1,500
110340 - Yalgoo Hub - Covered Sports	\$0	\$24,304	\$0	\$7,596	\$0	\$8,287	\$29,500
110376 - Rifle Range	\$0	\$199	\$0	\$2,061	\$0	\$2,248	\$1,500
110350 - Yalgoo Golf Course	\$0	\$35	\$0	\$889	\$0	\$970	\$970
110375 - Men's Shed	\$0	\$849	\$0	\$2,535	\$0	\$2,765	\$1,500
110370 - Water Park Mtce	\$0	\$17,756	\$0	\$29,442	\$0	\$32,119	\$24,000
110380 - Community Oval and Pavilion	\$0	\$83,672	\$0	\$70,071	\$0	\$76,441	\$76,441
1103012505 - Admin Allocation - Other Recrea	\$0	\$47,311	\$0	\$64,752	\$0	\$70,639	\$63,040
1103012980 - Depn - Other Recreation	\$0	\$161,219	\$0	\$177,341	\$0	\$193,463	\$193,463
Sub Total - OTHER RECREATION & SPORT OP/EXP	\$0	\$412,544	\$0	\$486,681	\$0	\$530,925	\$495,914
OPERATING INCOME							
1103251135 - Old Railway Station Hire	\$0	\$0	(\$100)	\$0	(\$100)	\$0	(\$100)
0000000000 - Core Stadium Hire	\$0	\$0	(\$150)	\$0	(\$150)	\$0	(\$150)
1103301140 - Paynes Find Complex Hire	\$0	\$0	(\$150)	\$0	(\$150)	\$0	(\$150)
0000000000 - Grant s - Community/School Oval Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 - Grant - Community Pool Revitalisation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0000000000 - Grant - Community Oval Development - Pavilion Fitout	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER RECREATION & SPORT OP/INC	\$0	\$0	(\$400)	\$0	(\$400)	\$0	(\$400)
Total - OTHER RECREATION & SPORT	\$0	\$412,544	(\$400)	\$486,681	(\$400)	\$530,925	\$495,514
TV AND RADIO BROADCASTING							
OPERATING EXPENDITURE							
110405 - Rebroadcasting Licences	\$0	\$45	\$0	\$917	\$0	\$1,000	\$1,000
1104102695 - Rebroadcasting Mats/Contr	\$0	\$1,223	\$0	\$3,667	\$0	\$4,000	\$4,000
110415 - Rebroadcasting Equip Mtce	\$0	\$769	\$0	\$917	\$0	\$1,000	\$1,000
1104012505 - Admin Allocated - TV	\$0	\$4,731	\$0	\$6,475	\$0	\$7,064	\$6,304
Sub Total - TV AND RADIO BROADCASTING OP/EXP	\$0	\$6,769	\$0	\$11,975	\$0	\$13,064	\$12,304
OPERATING INCOME							
1104011640-Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - TV AND RADIO BROADCASTING OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - TV AND RADIO BROADCASTING OP/INC	\$0	\$6,769	\$0	\$11,975	\$0	\$13,064	\$12,304
LIBRARIES							
OPERATING EXPENDITURE							
1105052600 - Freight & Post (Books)	\$0	\$155	\$0	\$688	\$0	\$750	\$750
1105052720 - Library Other Expenses	\$0	\$1,546	\$0	\$2,292	\$0	\$2,500	\$2,500
1105052505 - Admin Allocation - Libraries	\$0	\$47,311	\$0	\$64,752	\$0	\$70,639	\$63,040
Sub Total - LIBRARIES OP/EXP	\$0	\$49,012	\$0	\$67,732	\$0	\$73,889	\$66,290
OPERATING INCOME							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - LIBRARIES OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - LIBRARIES	\$0	\$49,012	\$0	\$67,732	\$0	\$73,889	\$66,290
OTHER CULTURE							
OPERATING EXPENDITURE							
110605 - Municipal heritage Inventory	\$0	\$0	\$0	\$458	\$0	\$500	\$500
110610 - Celebration	\$0	\$4,357	\$0	\$9,167	\$0	\$10,000	\$10,000
1106012505 - Admin Allocated Other Culture	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
110705 - Museum/Gaol Expenses (Including additional Mtce)	\$0	\$3,846	\$0	\$5,134	\$0	\$5,601	\$5,601
110710 - Chapel Expenses	\$0	\$1,584	\$0	\$4,025	\$0	\$4,391	\$2,500
110740 - Old Anglican Church	\$0	\$1,396	\$0	\$3,208	\$0	\$3,500	\$2,500
110615 - Art Centre Operations and Projects	\$0	\$111,415	\$0	\$144,486	\$0	\$157,621	\$157,621
1107012505 - Admin Alloc - Other Heritage	\$0	\$14,194	\$0	\$19,426	\$0	\$21,192	\$18,912

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
1107012980 - Depn Other Heritage	\$0	\$20,878	\$0	\$16,147	\$0	\$17,615	\$17,615
0000000000 - Heritage and Tourism Masterplan	\$0	\$0	\$0	\$91,667	\$0	\$100,000	\$100,000
0000000000 - Heritage Signs Replacement	\$0	\$0	\$0	\$4,583	\$0	\$5,000	\$5,000
0000000000 - Heritage Advisory Service	\$0	\$0	\$0	\$2,750	\$0	\$3,000	\$3,000
Sub Total - OTHER CULTURE OP/EXP	\$0	\$167,133	\$0	\$314,002	\$0	\$342,548	\$335,857
OPERATING INCOME							
1107011175 - Sale of History Books	(\$62)	\$0	(\$229)	\$0	(\$250)	\$0	(\$250)
1106151178 - Sales Arts and Cultural Centre	(\$3,806)	\$0	(\$2,750)	\$0	(\$3,000)	\$0	(\$5,000)
1107051220 - Chapel & Museum Fees	(\$1,070)	\$0	(\$688)	\$0	(\$750)	\$0	(\$1,600)
0000000000 - Other Revenue- Meedac	(\$6,300)	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER CULTURE OP/INC	(\$11,238)	\$0	(\$3,667)	\$0	(\$4,000)	\$0	(\$6,850)
Total - OTHER CULTURE	(\$11,238)	\$167,133	(\$3,667)	\$314,002	(\$4,000)	\$342,548	\$329,007
Total - RECREATION AND CULTURE	(\$11,988)	\$704,422	(\$304,467)	\$967,585	(\$304,800)	\$1,055,547	\$693,547
TRANSPORT							
STREETS, RD, BRIDGES, DEPOT - CONSTRUCTION							
OPERATING EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - ST,RDS,BRIDGES,DEPOT-CONST OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1201011435 - RRGp Grants Yalgoo- Ninghan	(\$209,443)	\$0	(\$320,000)	\$0	(\$320,000)	\$0	(\$320,000)
1201011440- RRGp Grants 2015-16 Yalgoo- Ninghan	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1201011560 - MRWA Direct Grants	(\$154,171)	\$0	(\$154,171)	\$0	(\$154,171)	\$0	(\$154,171)
1201011430 - Grants and Contributions - Yalgoo-Morawa R2R \$377000	\$0	\$0	(\$377,000)	\$0	(\$377,000)	\$0	(\$377,000)
1201011415 - Road Agreements Income - Mt Gibson Shine	(\$578,092)	\$0	(\$2,180,250)	\$0	(\$2,180,250)	\$0	(\$578,092)
1201011415 - Road Agreements Income - EMR GOLDEN GROVE	\$0	\$0	(\$151,200)	\$0	(\$151,200)	\$0	(\$151,200)
1201011420- Road Agreements Income - Silverlake Mo-Ya Rd \$80000 to be used for road works	(\$44,255)	\$0	(\$96,876)	\$0	(\$96,876)	\$0	(\$96,876)
0000000000- Grant DFES - Flood Damage AGRN 962	\$0	\$0	(\$2,720,822)	\$0	(\$2,720,822)	\$0	(\$6,890,926)
Sub Total - ST,RDS,BRIDGES,DEPOT - CONST OP/INC	(\$985,961)	\$0	(\$6,000,319)	\$0	(\$6,000,319)	\$0	(\$8,568,265)
Total - ST,RDS,BRIDGES,DEPOT - CONST	(\$985,961)	\$0	(\$6,000,319)	\$0	(\$6,000,319)	\$0	(\$8,568,265)
STREETS,ROADS, BRIDGES, DEPOTS - MAINTENANCE							
OPERATING EXPENDITURE							
120105 - Town Streets Maintenance	\$0	\$77,599	\$0	\$138,461	\$0	\$151,048	\$115,000
120101 - Road Maintenance General	\$0	\$0	\$0	\$0	\$0	\$0	\$0
120110 - Footpaths/Crossover Mtce	\$0	\$0	\$0	\$917	\$0	\$1,000	\$1,000
120111 - Lighting of Streets	\$0	\$8,458	\$0	\$9,167	\$0	\$10,000	\$10,000
120113 - Street Trees & Watering	\$0	\$5,010	\$0	\$11,145	\$0	\$12,158	\$7,500
120125- Signs Repairs /Replacement	\$0	\$5,375	\$0	\$5,628	\$0	\$6,140	\$10,000
120126 - Street Sweeping	\$0	\$194	\$0	\$0	\$0	\$0	\$500
120129-Grid Cleaning	\$0	\$0	\$0	\$6,875	\$0	\$7,500	\$7,500
120127 - Vegation/Weed Control	\$0	\$11,836	\$0	\$9,931	\$0	\$10,834	\$13,000
120130 - Road Inspection After Rain	\$0	\$60	\$0	\$5,628	\$0	\$6,140	\$6,140
120150 - Engineering	\$0	\$3,120	\$0	\$13,750	\$0	\$15,000	\$15,000
120155 - Rural Road Maintenance	\$0	\$1,031,077	\$0	\$1,312,086	\$0	\$1,431,367	\$1,220,000
120156 - Roman Expenses	\$0	\$6,959	\$0	\$6,417	\$0	\$7,000	\$7,000
1201012505 - Admin Allocation - Roads	\$0	\$47,311	\$0	\$64,752	\$0	\$70,639	\$63,040
1201012980 - Depreciation - Transport Other	\$0	\$577,625	\$0	\$631,072	\$0	\$688,442	\$688,442
120128 - Repair Damged Grids	\$0	\$10,175	\$0	\$9,167	\$0	\$10,000	\$10,000
000000 - Flood Damage DFES Grant expenditure	\$0	\$105,212	\$0	\$2,658,333	\$0	\$2,900,000	\$7,073,214
Sub Total - MTCE STREETS ROADS DEPOTS OP/EXP	\$0	\$1,890,009	\$0	\$4,883,329	\$0	\$5,327,268	\$9,247,336
OPERATING INCOME							
	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - MTCE STREETS ROADS DEPOTS OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - MTCE STREETS ROADS DEPOTS	\$0	\$1,890,009	\$0	\$4,883,329	\$0	\$5,327,268	\$9,247,336



Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
AERODROME							
OPERATING EXPENDITURE							
120205 · Yalgoo Airstrip	\$0	\$6,614	\$0	\$12,173	\$0	\$13,280	\$10,000
120210 · Paynes Find Airstrips	\$0	\$4,541	\$0	\$5,881	\$0	\$6,416	\$10,000
120215 · Emergency Airstrips	\$0	\$0	\$0	\$2,750	\$0	\$3,000	\$3,000
1206012505 · Admin Allocation - Aerodromes	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
1206012980 · Depn - Aerodromes	\$0	\$29,891	\$0	\$36,084	\$0	\$39,364	\$39,364
Sub Total - AERODROME OP/EXP	\$0	\$50,508	\$0	\$69,839	\$0	\$76,188	\$74,972
OPERATING INCOME							
	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - AERODROME OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - AERODROME OP/EXP	\$0	\$50,508	\$0	\$69,839	\$0	\$76,188	\$74,972
Total - TRANSPORT	(\$985,961)	\$1,940,517	(\$6,000,319)	\$4,953,168	(\$6,000,319)	\$5,403,456	\$754,042
ECONOMIC SERVICES							
RURAL SERVICES							
OPERATING EXPENDITURE							
130110 · Vermin Control - MRVC Annual Contribution	\$0	\$32,827	\$0	\$30,091	\$0	\$32,827	\$32,827
000000 · Vermin Control - MRVC Vermin Cell Fence Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Noxious Weeds ,Plants and Pests	\$0	\$304	\$0	\$9,167	\$0	\$10,000	\$10,000
1301012505 · Admin Allocated	\$0	\$18,923	\$0	\$25,900	\$0	\$28,255	\$25,215
130176 · Wild Dog Bounty	\$0	\$0	\$0	\$1,833	\$0	\$2,000	\$2,000
130176 · Wild Dog Community Grants	\$0	\$0	\$0	\$9,167		\$10,000	\$10,000
000000 · Vermin Control - Vermin Cell Fence Drought Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - RURAL SERVICES OP/EXP	\$0	\$52,054	\$0	\$76,159	\$0	\$83,082	\$80,042
OPERATING INCOME							
130110551 - Grant - Drought Vermin Cell fence	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - RURAL SERVICES OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - RURAL SERVICES	\$0	\$52,054	\$0	\$76,159	\$0	\$83,082	\$80,042
TOURISM AND AREA PROMOTION							
OPERATING EXPENDITURE							
1302052000 · C'van Park - Salaries & Wages	\$0	\$144,656	\$0	\$112,783	\$0	\$123,036	\$150,000
0000000000·Caravan Park Accrued Leave Expenses	\$0	\$0	\$0	\$3,145	\$0	\$3,431	\$3,431
0000000000·Caravan Park- Superannuation	\$0	\$15,492	\$0	\$20,862	\$0	\$22,759	\$22,759
1302052120 · C'van Park - Staff Training	\$0	\$638	\$0	\$1,833	\$0	\$2,000	\$2,000
0000000000- Caravan Park Workers Comp Insurance	\$0	\$5,050	\$0	\$3,383	\$0	\$3,690	\$5,050
130204 · C'van Park - CVP House exp	\$0	\$4,185	\$0	\$7,333	\$0	\$8,000	\$8,000
130205 · Caravan Park Expenditure	\$0	\$126,632	\$0	\$123,921	\$0	\$135,186	\$164,000
130201 · Tourism Promotion (incl Outback Parkways and Geo Park)	\$0	\$43,110	\$0	\$36,667	\$0	\$40,000	\$46,580
130208 · Tourism Signage	\$0	\$0	\$0	\$917	\$0	\$1,000	\$1,000
130209 · Town Entry Statements (Mtce)	\$0	\$3,996	\$0	\$2,642	\$0	\$2,882	\$5,000
130210 · Website Development Expenses	\$0	\$0	\$0	\$22,917	\$0	\$25,000	\$25,000
130211 · Regional Tourism Project Unspent Grant and Member Shire Contrib	\$0	\$0	\$0	\$9,245	\$0	\$10,085	\$10,085
1302332000 · Wurarga Dam	\$0	\$0	\$0	\$0	\$0	\$0	\$0
130225 · Centrecare support	\$0	\$0	\$0	\$0	\$0	\$0	\$0
130226 · Emu Cup event	\$0	\$34,033	\$0	\$45,833	\$0	\$50,000	\$37,033
000000- Open Air Sculpture Event	\$0	\$20,731	\$0	\$18,333	\$0	\$20,000	\$20,731
000000 ·Goods For Resale- Arts and Crafts Centre	\$0	\$0	\$0	\$0	\$0	\$0	\$0
130227 · Yalgoo Racetrack Expenses	\$0	\$0	\$0	\$18,333	\$0	\$20,000	\$0
130228 · Yalgoo Gymkhana Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 · Yalgoo Races Contribution	\$0	\$0	\$0	\$9,167	\$0	\$10,000	\$0
130229 · Jokers Tunnel Expenses	\$0	\$4,183	\$0	\$2,227	\$0	\$2,429	\$5,500
130230 · Yalgoo Lookout Expenses	\$0	\$1,067	\$0	\$1,240	\$0	\$1,353	\$1,600
130231 · Banners in the Terrace	\$0	\$0	\$0	\$3,208	\$0	\$3,500	\$0
1302502000 · HCP Salaries and Wages	\$0	\$64,119	\$0	\$36,966	\$0	\$40,326	\$40,326
130250 · HCP Accrued Leave Expenses	\$0	\$0	\$0	\$1,084	\$0	\$1,183	\$1,183
130250. ·HCP Superannuation	\$0	\$10,003	\$0	\$6,654	\$0	\$7,259	\$7,259

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22 JULY- MAY 2022 YTD Income      Expenditure		Adopted Budget 2021-22 JULY- MAY 2022 YTD Income      Expenditure		Adpoted Budget 2021-22 Income      Expenditure		Budget Review 2021-22
130250- Insurance Workers Comp	\$0	\$0	\$0	\$1,833	\$0	\$2,000	\$2,000
1302502120 · HCP Staff & Training Expenses	\$0	\$0	\$0	\$2,750	\$0	\$3,000	\$3,000
130251 · HCP Project Activity Expenses	\$0	\$22,366	\$0	\$56,045	\$0	\$61,140	\$61,140
12 02 52 · HCP Vehicle YA800	\$0	\$6,850	\$0	\$5,042	\$0	\$5,500	\$9,200
130254 · HCP Office Materials & Contract	\$0	\$382	\$0	\$8,250	\$0	\$9,000	\$9,000
130255 · HCP Office Equipment	\$0	\$702	\$0	\$917	\$0	\$1,000	\$1,000
130258 · HCP Camps and Trip Expenses	\$0	\$0	\$0	\$1,833	\$0	\$2,000	\$2,000
130259 · HCP Sponsored Activity expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
130260 · HCP Other Activites	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1302012505 · Admin Allocated - Tourism	\$0	\$47,299	\$0	\$64,736	\$0	\$70,621	\$63,023
1302012980 · Depn - Tourism	\$0	\$48,912	\$0	\$53,102	\$0	\$57,929	\$57,929
Sub Total - TOURISM & AREA PROMOTION OP/EXP	\$0	\$604,406	\$0	\$683,200	\$0	\$745,309	\$764,829
OPERATING INCOME							
1302261090 · Emu Cup funding	(\$11,545)	\$0	(\$25,000)	\$0	(\$25,000)	\$0	(\$11,545)
1302501540 - Contribution HCP - Silverlake	(\$1,818)	\$0	\$0	\$0	(\$4,000)	\$0	(\$4,000)
1302051025 · Caravan Park Revenues	(\$151,251)	\$0	(\$137,500)	\$0	(\$150,000)	\$0	(\$180,000)
000000000- Reimbursement - Workers Compensation	\$0	\$0	\$0	\$0	(\$10,000)	\$0	\$0
1302011200- Tourism Sales	(\$2,189)	\$0	(\$458)	\$0	(\$500)	\$0	(\$3,000)
0000000000- Prospecting Permits	(\$1,533)	\$0	(\$1,375)	\$0	(\$1,500)	\$0	(\$2,000)
1302501541- Healthy Community Mining Co Con -MMG Centrecare \$32,400 and HCP \$21,600	\$0	\$0	\$0	\$0	(\$54,000)	\$0	(\$54,000)
0000000000- Government grant - DLG - Open Air Sculpture Event	(\$20,000)	\$0	\$0	\$0	(\$20,000)	\$0	(\$20,000)
0000000000-Government Grant -MWDC and Member Local Governments	\$0	\$0	\$0	\$0	(\$10,085)	\$0	(\$10,085)
1302011595 · Community Projects Mining Contr - Mt Gibson \$40,000 HCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - TOURISM & AREA PROMOTION OP/INC	(\$188,336)	\$0	(\$164,333)	\$0	(\$275,085)	\$0	(\$284,630)
Total - TOURISM & AREA PROMOTION	(\$188,336)	\$604,406	(\$164,333)	\$683,200	(\$275,085)	\$745,309	\$480,199
BUILDING CONTROL							
OPERATING EXPENDITURE							
1303012720 · Building Control Expenses	\$0	\$0	\$0	\$1,375	\$0	\$1,500	\$1,500
1303012550 · EHO Consulting Costs	\$0	\$17,642	\$0	\$13,750	\$0	\$15,000	\$18,000
1303012505 · Admin Allocated Building Contro	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
					\$0	\$0	
Sub Total - BUILDING CONTROL OP/EXP	\$0	\$27,104	\$0	\$28,076	\$0	\$30,628	\$32,108
OPERATING INCOME							
1303011020 · Building Permits	(\$210)	\$0	(\$500)	\$0	(\$500)	\$0	(\$500)
1303011022 · BCITF & BSL Fees to Shire	(\$5)	\$0	(\$10)	\$0	(\$10)	\$0	(\$10)
Sub Total - BUILDING CONTROL OP/INC	(\$215)	\$0	(\$510)	\$0	(\$510)	\$0	(\$510)
Total - BUILDING CONTROL	(\$215)	\$27,104	(\$510)	\$28,076	(\$510)	\$30,628	\$31,598
ECONOMIC DEVELOPMENT							
OPERATING EXPENDITURE							
Sub Total - ECONOMIC DEVELOPMENT OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	
OPERATING INCOME							
	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - ECONOMIC DEVELOPMENT OP/INC	\$0	\$0	\$0	\$0	\$0	\$0	
Total - ECONOMIC DEVELOPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER ECONOMIC SERVICES							
OPERATING EXPENDITURE							
13060 · Fuel Station							
1306012565 · Licences/Permits	\$0	\$821	\$0	\$917	\$0	\$1,000	\$1,000
1306012720 · Other Expenses	\$0	\$7,000	\$0	\$2,806	\$0	\$3,061	\$8,535
1306012505 · Admin Allocated Fuel Station	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
1308012505 · Admin Allocated-Other Econ Dev	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Sub Total - OTHER ECONOMIC SERVICES OP/EXP	\$0	\$26,745	\$0	\$29,624	\$0	\$32,317	\$34,750
OPERATING INCOME							
1306011120 - Fuel Station Lease Income	\$0	\$0	\$0	\$0	(\$6,500)	\$0	(\$6,500)
1306011185 - Sale of Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - OTHER ECONOMIC SERVICES OP/INC	\$0	\$0	\$0	\$0	(\$6,500)	\$0	(\$6,500)
Total - OTHER ECONOMIC SERVICES	\$0	\$26,745	\$0	\$29,624	(\$6,500)	\$32,317	\$28,250
Total - ECONOMIC SERVICES	(\$188,551)	\$710,309	(\$164,843)	\$817,058	(\$282,095)	\$891,336	\$620,090
OTHER PROPERTY AND SERVICES							
PRIVATE WORKS							
OPERATING EXPENDITURE							
140101 - Private Works Expenses	\$0	\$240	\$0	\$0	\$0	\$0	\$5,868
1401012505 - Admin Allocation - Private Work	\$0	\$9,462	\$0	\$12,951	\$0	\$14,128	\$12,608
Sub Total - PRIVATE WORKS OP/EXP	\$0	\$9,702	\$0	\$12,951	\$0	\$14,128	\$18,476
OPERATING INCOME							
1401011150 - Private Works Charges	(\$7,453)	\$0	\$0	\$0	\$0	\$0	(\$5,868)
Sub Total - PRIVATE WORKS OP/INC	(\$7,453)	\$0	\$0	\$0	\$0	\$0	(\$5,868)
Total - PRIVATE WORKS	(\$7,453)	\$9,702	\$0	\$12,951	\$0	\$14,128	\$12,608
PUBLIC WORKS OVERHEADS							
OPERATING EXPENDITURE							
1403012000 - PWO Wages Costs	\$0	\$87,888	\$0	\$111,266	\$0	\$121,381	\$100,000
1403012005 - Sick Leave	\$0	\$29,566	\$0	\$25,367	\$0	\$27,673	\$27,673
1403012010 - Annual Leave	\$0	\$38,852	\$0	\$63,418	\$0	\$69,183	\$69,183
1403012020 - Public Holidays	\$0	\$25,075	\$0	\$30,441	\$0	\$33,208	\$33,208
1403012025 - Accrued Leave Expenses	\$0	\$0	\$0	\$22,995	\$0	\$25,085	\$25,085
1403012040 - Superannuation	\$0	\$86,920	\$0	\$124,011	\$0	\$135,285	\$110,000
1403012030 - Wages Allowances	\$0	\$2,028	\$0	\$2,750	\$0	\$3,000	\$3,000
1403012125 - Staff Training	\$0	\$1,867	\$0	\$13,750	\$0	\$15,000	\$15,000
1403012075 - Protective Clothing	\$0	\$5,545	\$0	\$5,500	\$0	\$6,000	\$7,500
1403012125 - Travel & Accommodation	\$0	\$2,783	\$0	\$3,667	\$0	\$4,000	\$2,500
140305- Depot Mtce (Works) Expenses	\$0	\$30,421	\$0	\$55,578	\$0	\$60,630	\$35,000
140310 - Depot Mtce (P&G) Expenses	\$0	\$11,116	\$0	\$18,616	\$0	\$20,308	\$15,000
140325 - PWO Vehicle Expenses	\$0	\$17,560	\$0	\$15,583	\$0	\$17,000	\$19,500
140330 - OH & S	\$0	\$20,088	\$0	\$9,167	\$0	\$10,000	\$16,500
1403452620 - Tools Replaced	\$0	\$334	\$0	\$2,750	\$0	\$3,000	\$3,000
1403502640- Traffic Management Signs	\$0	\$1,283	\$0	\$4,583	\$0	\$5,000	\$5,000
1403012300 - Insurance on Works	\$0	\$9,083	\$0	\$1,833	\$0	\$2,000	\$9,083
1403552815 - Satellite phones	\$0	\$2,883	\$0	\$5,042	\$0	\$5,500	\$5,500
1403602080 - Recruitment expenses/relocation	\$0	\$275	\$0	\$5,500	\$0	\$6,000	\$6,000
1403652065 - Fitness for Work	\$0	\$0	\$0	\$1,375	\$0	\$1,500	\$1,500
1403252720- Other PWOH Expenses	\$0	\$1,512	\$0	\$1,375	\$0	\$1,500	\$1,500
1403012310 - Works Workers Compen. Insurance	\$0	\$0	\$0	\$26,186	\$0	\$28,567	\$28,567
1403012505 - Admin Allocated	\$0	\$53,879	\$0	\$73,333	\$0	\$80,000	\$71,393
1403752720 - LESS PWOH ALLOCATED-PROJECTS	\$0	(\$469,735)	\$0	(\$624,085)	\$0	(\$680,820)	(\$610,692)
Sub Total - PUBLIC WORKS O/HEADS OP/EXP	\$0	(\$40,778)	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1403011640 - Reimbursements	(\$86)	\$0	\$0	\$0	(\$500)	\$0	(\$500)
Sub Total - PUBLIC WORKS O/HEADS OP/INC	(\$86)	\$0	\$0	\$0	(\$500)	\$0	(\$500)
Total - PUBLIC WORKS OVERHEADS	(\$86)	(\$40,778)	\$0	\$0	(\$500)	\$0	(\$500)
PLANT OPERATION COSTS							
OPERATING EXPENDITURE							
1404012585 - Fuel & Oil	\$0	\$118,637	\$0	\$100,833	\$0	\$110,000	\$165,000

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
1404192595 · Tyres & Tubes	\$0	\$8,783	\$0	\$11,000	\$0	\$12,000	\$9,000
1404 12590 · Parts & Repairs	\$0	\$64,215	\$0	\$56,082	\$0	\$61,180	\$70,000
1404012582 · Insurance (Reg/Ins)	\$0	\$75,751	\$0	\$84,149	\$0	\$91,799	\$75,751
1404012000 · Other POC Expenses	\$0	\$240	\$0	\$4,583	\$0	\$5,000	\$5,000
1404012580 · Blades & Tynes	\$0	\$10,527	\$0	\$13,750	\$0	\$15,000	\$15,000
1404012582 · Licensing (Reg/Ins)	\$0	\$620	\$0	\$9,167	\$0	\$10,000	\$10,000
1404012625 · Survey and Microcom Equipment	\$0	\$2,390	\$0	\$4,583	\$0	\$5,000	\$5,000
1404012655 · Workshop consumables	\$0	\$23,202	\$0	\$18,518	\$0	\$20,201	\$30,000
1404012620 · Replacement tools	\$0	\$10,558	\$0	\$1,375	\$0	\$1,500	\$11,000
1404012505 · Admin Alloc - POC	\$0	\$41,123	\$0	\$62,333	\$0	\$68,000	\$60,684
1404012980 · Plant Depreciation	\$0	\$100,010	\$0	\$110,000	\$0	\$120,000	\$120,000
1404052720 · LESS POC ALLOCATED-PROJECTS	\$0	(\$269,560)	\$0	(\$476,373)	\$0	(\$519,680)	(\$576,435)
Sub Total - PLANT OPERATIONS COSTS OP/EXP	\$0	\$186,497	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1404011180 · Charges - Sale of Scrap	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1404011640 · Reimbursements (Fuel Credits ,Etc)	(\$700)	\$0	(\$30,000)	\$0	(\$30,000)	\$0	(\$30,000)
1404011625 · Plant & Equipment Hire	\$0	\$0	\$0	\$0	\$0	\$0	
Total - PLANT OPERATIONS COSTS	(\$700)	\$186,497	(\$30,000)	\$0	(\$30,000)	\$0	(\$30,000)
ADMINISTRATION							
OPERATING EXPENDITURE							
1405012000 · Salaries & Wages	\$0	\$349,050	\$0	\$441,753	\$0	\$481,912	\$413,923
1405012030 · Wages Allowances	\$0	\$1,268	\$0	\$1,833	\$0	\$2,000	\$2,000
1405012034 · Salary Package Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1405012040 · Superannuation	\$0	\$47,723	\$0	\$73,894	\$0	\$80,612	\$55,000
1405012155 · LSL and AL accrual	\$0	\$0	\$0	\$12,955	\$0	\$14,133	\$14,133
1405102095 · Staff Amenities	\$0	\$135	\$0	\$1,375	\$0	\$1,500	\$1,500
1405012105- Staff Uniforms	\$0	\$0	\$0	\$2,750	\$0	\$3,000	\$3,000
1405012080 · Recruitment Expenses	\$0	\$8,441	\$0	\$4,583	\$0	\$5,000	\$10,000
140501 · Admin Relocation Expenses	\$0	\$0	\$0	\$6,875	\$0	\$7,500	\$0
140501 · Fitness for Work	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1405012120 · Staff Training	\$0	\$9,402	\$0	\$6,875	\$0	\$7,500	\$10,000
1405012055 · Advertising	\$0	\$2,002	\$0	\$4,583	\$0	\$5,000	\$5,000
1405012600 · Postage and Freight	\$0	\$2,628	\$0	\$3,208	\$0	\$3,500	\$3,500
1405012605 · Printing & Stationery	\$0	\$4,319	\$0	\$5,042	\$0	\$5,500	\$5,500
1405012725 · Subscriptions	\$0	\$741	\$0	\$22,917	\$0	\$25,000	\$23,114
1405012520 · Computer Mtce/Support	\$0	\$75,152	\$0	\$68,750	\$0	\$75,000	\$75,000
1405012570 · Office Equip Mtce	\$0	\$10,480	\$0	\$21,083	\$0	\$23,000	\$10,000
1405012125 · Travel & Accommodation	\$0	\$990	\$0	\$2,292	\$0	\$2,500	\$2,500
1405012535 · Conference Expenses	\$0	\$1,631	\$0	\$9,167	\$0	\$10,000	\$5,000
140501 · Vehicle Expenses	\$0	\$10,011	\$0	\$9,167	\$0	\$10,000	\$10,000
1405012045 · Admin VRE (FBT)	\$0	\$0	\$0	\$45,833	\$0	\$50,000	\$50,000
1405012515 · Audit Fees	\$0	\$51,800	\$0	\$34,833	\$0	\$38,000	\$60,000
1405012525 · Consultancy	\$0	\$102,115	\$0	\$82,500	\$0	\$90,000	\$90,000
1405012560 · Legal Expenses	\$0	\$22,257	\$0	\$36,667	\$0	\$40,000	\$40,000
140505 · Administration Building Mtce	\$0	\$25,470	\$0	\$19,411	\$0	\$21,176	\$16,000
140510 · Human Resource Management	\$0	\$0	\$0	\$2,292	\$0	\$2,500	\$2,500
1405152525 · OH & S Admin	\$0	\$8,985	\$0	\$3,208	\$0	\$3,500	\$9,000
1405012805 · Electricity	\$0	\$5,379	\$0	\$11,000	\$0	\$12,000	\$7,500
1405012820 · Telephone-Internet	\$0	\$28,972	\$0	\$50,417	\$0	\$55,000	\$45,000
1405012300 · Insurance ( Includes Property Insurance)	\$0	\$59,772	\$0	\$82,427	\$0	\$89,920	\$59,772
1405012515 · Bank Charges	\$0	\$4,679	\$0	\$9,167	\$0	\$10,000	\$10,000
1405012720 · Expenses Other	\$0	\$7,175	\$0	\$13,750	\$0	\$15,000	\$8,000
0000000000 · Bad Debts Expense	\$0	\$0	\$0	\$2,750	\$0	\$3,000	\$3,000
1405012825 · Water	\$0	\$5,928	\$0	\$2,292	\$0	\$2,500	\$200
140525 · Admin Vehicle	\$0	\$5,900	\$0	\$9,167	\$0	\$10,000	\$10,000
140501- Record Management	\$0	\$0	\$0	\$27,500	\$0	\$30,000	\$30,000
140501 · Financial Software	\$0	\$0	\$0	\$45,833	\$0	\$50,000	\$50,000
1405012980 · Depn - Administration General	\$0	\$53,071	\$0	\$58,290	\$0	\$63,589	\$63,589
1405302720 · LESS ADMIN ALLOCATED-PROGRAMS	\$0	(\$903,943)	\$0	(\$1,236,439)	\$0	(\$1,348,842)	(\$1,203,731)
Sub Total - ADMINISTRATION OP/EXP	\$0	\$1,533	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1405011640 · Reimbursements	(\$13,090)	\$0	\$0	\$0	\$0	\$0	(\$13,090)
1405011145 · Photocopies & Facsimiles	(\$18)	\$0	(\$458)	\$0	(\$500)	\$0	(\$100)
1405011045 · Commissions - Transport	(\$768)	\$0	(\$2,750)	\$0	(\$3,000)	\$0	(\$1,500)
1405011160 · RAV Admin - CA07 Application	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1405011155 · Admin Charges FOI	\$0	\$0	\$0	\$0	\$0	\$0	



Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Sub Total - ADMINISTRATION OP/INC	(\$13,876)	\$0	(\$3,208)	\$0	(\$3,500)	\$0	(\$14,690)
Total - ADMINISTRATION	(\$13,876)	\$1,533	(\$3,208)	\$0	(\$3,500)	\$0	(\$14,690)
MATERIALS AND STOCK							
OPERATING EXPENDITURE							
000000 Opening Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Material Purchases	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Less Material Allocated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Closing Stock	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - MATERIALS AND STOCK	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - MATERIALS AND STOCK	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SALARIES AND WAGES							
OPERATING EXPENDITURE							
1406012000 - Gross Total Salaries and Wages	\$0	\$0	\$0	\$1,650,445	\$0	\$1,800,485	\$1,800,485
1406052000 - LESS SALS/WAGES ALLOCATED	\$0	\$0	\$0	(\$1,650,445)	\$0	(\$1,800,485)	(\$1,800,485)
1403012310 - Workers Compensation Payments	\$0	\$19,759	\$0	\$0	\$0	\$0	\$0
Sub Total - SALARIES AND WAGES OP/EXP	\$0	\$19,759	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1406012085 - Reimbursements - Workers Compensation	(\$94,769)	\$0	\$0	\$0	\$0	\$0	(\$82,639)
Sub Total - SALARIES AND WAGES OP/INC	(\$94,769)	\$0	\$0	\$0	\$0	\$0	(\$82,639)
Total - SALARIES AND WAGES	(\$94,769)	\$19,759	\$0	\$0	\$0	\$0	(\$82,639)
UNCLASSIFIED							
OPERATING EXPENDITURE							
1407012720-Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	
Sub Total - UNCLASSIFIED OP/EXP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING INCOME							
1407011620 - Other Income	(\$35,000)	\$0	\$0	\$0	\$0	\$0	(\$30,000)
1407011640 - Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - UNCLASSIFIED OP/INC	(\$35,000)	\$0	\$0	\$0	\$0	\$0	(\$30,000)
Total - UNCLASSIFIED	(\$35,000)	\$0	\$0	\$0	\$0	\$0	(\$30,000)
Total - OTHER PROPERTY AND SERVICES	(\$151,884)	\$176,713	(\$33,208)	\$12,951	(\$34,000)	\$14,128	(\$145,220)
FUND TRANSFERS	(\$6,590,802)	\$4,684,806	(\$11,993,023)	\$8,587,008	-12161259	\$9,353,068	(\$1,480,528)
EXPENDITURE							
000000 Transfer to Yalgoo Ninghan Road Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$2,485,087	\$883,479
Interest Earnt	\$0	\$1,364	\$0	\$0	\$0	\$0	\$0
Transfer from Muni - Mt Gibson \$2180250 EMR Grove \$151200 +151200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Plant Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$237,342	\$237,342
Interest Earnt	\$0	\$98	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Sports Complex Reserve Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$275	\$275
Interest Earnt	\$0	\$154	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to HCP Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$408	\$408
Interest Earnt	\$0	\$228	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Building Reserve Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$467	\$467
Interest Earnt	\$0	\$261	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Community Amenities Maintenance Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$781	\$781
Interest Earnt	\$0	\$437	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Long Service Leave Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$142	\$142

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
Details By function Under The Following Programme Titles	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
And Type Of Activities Within The Programme	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Interest Earnt	\$0	\$79	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Housing Maintenance Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$354	\$354
Interest Earnt	\$0	\$198	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Yalgoo Morawa Road Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$27,909	\$33,203
Interest Earnt	\$0	\$291	\$0	\$0	\$0	\$0	\$0
Transfer from Muni - Silverlake \$96876 less \$80000 + \$10513 2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to General Road Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$370	\$370
Interest Earnt	\$0	\$207	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Office Equipment Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$10	\$10
Interest Earnt	\$0	\$6	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Road Agreement Yalgoo Morawa Road Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earnt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Natural Disaster Triggerpoint Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$37	\$37
Interest Earnt	\$0	\$21	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Emergency Road Repairs Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$24	\$24
Interest Earnt	\$0	\$16	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer to Superannuation Back Pay Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earnt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer from Muni	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - TRANSFER TO OTHER COUNCIL FUNDS	\$0	\$3,360	\$0	\$0	\$0	\$2,753,206	\$1,156,892
INCOME							
000000 Transfer from Yalgoo Morawa Road Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer from General Roads Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	(\$80,000)
000000 Transfer from Superannuation Back Pay Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer from Building Reserve Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Transfer from Leave Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - TRANSFER FROM OTHER COUNCIL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	(\$80,000)
Total - FUND TRANSFER	\$0	\$3,360	\$0	\$0	\$0	\$2,753,206	\$1,076,892
000000 (Surplus) / Deficit - Carried Forward	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)
Sub Total - SURPLUS C/FWD	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)
Total - SURPLUS	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)	\$0	(\$3,049,556)
LONG TERM LOANS							
000000 Loan Principal Repayments -	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - LONG TERM LOANS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - DEFERRED ASSETS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LIABILITY LOANS							
EXPENDITURE							
000000 Loan Principal Repayments - Housing loans ,53,	\$0	\$9,280	\$0	\$9,435	\$0	\$18,869	\$18,869
000000 Loan Principal Repayments - Housing loans 55	\$0	\$11,122	\$0	\$11,301	\$0	\$22,602	\$22,602
000000 Loan Principal Repayments - Housing loans 56	\$0	\$27,097	\$0	\$27,303	\$0	\$54,606	\$54,606
000000 Loan Principal Repayments - Community Amenities loan 54	\$0	\$9,343	\$0	\$4,672	\$0	\$9,343	\$9,343
Sub Total - LOAN REPAYMENTS	\$0	\$56,842	\$0	\$52,710	\$0	\$105,420	\$105,420
INCOME							
000000 Loan Raised - Loan No	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Sub Total - LOANS RAISED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - NON CURRENT LIABILITIES	\$0	\$56,842	\$0	\$52,710	\$0	\$105,420	\$105,420
000000 Depreciation Written Back	\$0	(\$1,131,948)	\$0	(\$1,232,778)	\$0	(\$1,344,849)	(\$1,344,849)
000000 Book Value of Assets Sold Written Back	\$0	\$0	\$0	(\$342,350)	\$0	(\$342,350)	(\$342,350)
000000 Accrued Salary and Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Accrued Interest on Debentures	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Movement in Loan Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 Net Change in Non Current	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - DEPRECIATION WRITTEN BACK	\$0	(\$1,131,948)	\$0	(\$1,575,128)	\$0	(\$1,687,199)	(\$1,687,199)
Total - DEPRECIATION	\$0	(\$1,131,948)	\$0	(\$1,575,128)	\$0	(\$1,687,199)	(\$1,687,199)
FURNITURE AND EQUIPMENT							
GOVERNANCE							
EXPENDITURE							
000000-Computer Hardware ,Systems Upgrade,and Phone Replacement	\$0	\$27,919	\$0	\$37,500	\$0	\$37,500	\$37,500
000000- Upgrade Cabling - Fibre Admin Centre	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- External Monitor Display	\$0	\$18,398	\$0	\$0	\$0	\$40,000	\$40,000
000000-Admin Airconditioner	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Fire Proof Safe- Admin Centre	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Financial Software	\$0	\$75,070	\$0	\$20,000	\$0	\$20,000	\$40,000
000000-Tables and Chairs	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$5,000
Sub Total - CAPITAL WORKS	\$0	\$121,387	\$0	\$62,500	\$0	102,500	\$122,500
Total - GOVERNANCE	\$0	\$121,387	\$0	\$62,500	\$0	\$102,500	\$122,500
FURNITURE AND EQUIPMENT							
RECREATION AND CULTURE							
EXPENDITURE							
000000 - Furn. & Equip - Art Centre - Camera,Lockers,Bookcase	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 - Furn. & Equip - Art Centre	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 - Furn. & Equip - Day Care Centre	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Core Stadium - Exercise Equip	\$0	\$0	\$0	\$32,000	\$0	\$32,000	\$32,000
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$32,000	\$0	\$32,000	\$32,000
Total - HEALTH	\$0	\$0	\$0	\$32,000	\$0	\$32,000	\$32,000
FURNITURE AND EQUIPMENT							
LAW ORDER AND PUBLIC SAFETY							
EXPENDITURE							
000000- CCTV Caravan Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Shire Firearm	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- CCTV Yalgoo Townsite	\$0	\$5,959	\$0	\$10,000	\$0	\$10,000	\$10,000
Sub Total - CAPITAL WORKS	\$0	\$5,959	\$0	\$10,000	\$0	\$10,000	\$10,000
Total -LAW ORDER AND PUBLIC SAFETY	\$0	\$5,959	\$0	\$10,000	\$0	\$10,000	\$10,000
FURNITURE AND EQUIPMENT							
ECONOMIC SERVICES							
EXPENDITURE							
000000-Commercial Washing Machine and Dryer	\$0	\$0	\$0	\$40,000	\$0	\$40,000	\$40,000
000000- Theme bed Linen	\$0	\$0	\$0	\$3,000	\$0	\$3,000	\$3,000
000000- HCP Program Computer	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$43,000	\$0	\$43,000	\$43,000

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
Total - ECONOMIC SERVICES	\$0	\$0	\$0	\$43,000	\$0	\$43,000	\$43,000
Total - FURNITURE AND EQUIPMENT	\$0	\$127,346	\$0	\$147,500	\$0	\$187,500	\$207,500
LAND AND BUILDINGS							
GOVERNANCE							
EXPENDITURE							
000000-New Front Doors - Administration Building (incl Notice Board)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Admin Centre - Front Rails	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Admin Centre - Garden Reticulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Admin Centre - Air Conditioners	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 - Admin Centre Covered Carport Area	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Admin Centre -Records Fit Coolroom Panels to Sea Container	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - GOVERNANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAND AND BUILDINGS							
LAW ORDER AND PUBLIC SAFETY							
EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - LAW ORDER AND PUBLIC SAFETY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAND AND BUILDINGS							
HEALTH							
EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - HEALTH	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAND AND BUILDINGS							
HOUSING							
EXPENDITURE							
000000-Staff Housing - Solar Panels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing - 19b Stanley Street Security Screens	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing - 19a Stanley Street Replace Floor Coverings	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing - Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing - 42 Units 3 Gibbons Street Replace Floor Coverings	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 -House 74 Weekes Street	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Two Units 17 Shemrock Street	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing -6 Henty Street Replace Carpet with Floor Board	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing -8 Henty Street Colorbond Fence Front	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing - Power to 3 Storage Shed	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 -House 75 Weekes Street - Landscaping	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Staff Housing -8 Henty Street Landscaping	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Other Housing - Nurse Accommodation	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Total - HOUSING	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
LAND AND BUILDINGS							
COMMUNITY AMENITIES							



Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22		Adopted Budget 2021-22		Adpoted Budget 2021-22		Budget Review 2021-22
	JULY- MAY 2022 YTD		JULY- MAY 2022 YTD				
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
EXPENDITURE							
000000- Mobile Ablution Block - Airstrip	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000 - Cemetery - Toilet and Water Tank Construction LRCI Grant 2020-21	\$0	\$106,525	\$0	\$102,000	\$0	\$102,000	\$106,525
Sub Total - CAPITAL WORKS	\$0	\$106,525	\$0	\$102,000	\$0	\$102,000	\$106,525
Total - COMMUNITY AMENITIES	\$0	\$106,525	\$0	\$102,000	\$0	\$102,000	\$106,525
LAND AND BUILDINGS							
RECREATION AND CULTURE							
EXPENDITURE							
000000 - BBQ Shamrock Park LRCI Grant 2020-21	\$0	\$10,735	\$0	\$11,000	\$0	\$11,000	\$10,735
000000 - Museum Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Power Supply Mens Shed and Rifle Club - Stage 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Payne Find Complex - External Painting	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Payne Find Complex - Internal Painting	\$0	0	\$0	\$0	\$0	\$0	\$0
000000 -Yalgoo Community Hall Renovation LCRI Grant \$285,431 2021-22,Lotterywest \$300,000	\$0	\$0	\$0	\$500,000	\$0	\$600,000	\$600,000
000000 - Community Hall - Air Conditioner	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$10,735	\$0	\$511,000	\$0	\$611,000	\$610,735
Total - RECREATION AND CULTURE	\$0	\$10,735	\$0	\$511,000	\$0	\$611,000	\$610,735
LAND AND BUILDINGS							
TRANSPORT							
EXPENDITURE							
000000- Machinery Shed Depot - Concrete Floor 2 Bays	\$0	\$27,000	\$0	\$25,000	\$0	\$25,000	\$27,000
000000- Storage Shed Depot	\$0	\$11,032	\$0	\$27,000	\$0	\$27,000	\$27,000
000000-Flood Control -Fuel Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Depot -Electric Boundary Fence and Gate	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$38,032	\$0	\$52,000	\$0	\$52,000	\$54,000
Total - TRANSPORT	\$0	\$38,032	\$0	\$52,000	\$0	\$52,000	\$54,000
LAND AND BUILDINGS							
ECONOMIC SERVICES							
EXPENDITURE							
000000- BBQ's (1) Caravan Park LRCI Grant 2020-21	\$0	\$10,735	\$0	\$11,000	\$0	\$11,000	\$10,735
000000-Heritage Building Renewals LRCI Grant 2021-22	\$0	\$0	\$0	\$202,220	\$0	\$202,220	\$202,220
000000 - Storage and POS Facility - Caravan Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Caravan Park - Disabled Toilets Chair and Rails	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Caravan Park - Upgrade Water and Power Supply	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$50,000
000000-Caravan Park -2 Self Contained Accommodation Units	\$0	\$141,956	\$0	\$171,000	\$0	\$171,000	\$171,000
000000- Shelter and Seating Jokker Tunnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Shelter and Visitors Board at Railway Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$152,691	\$0	\$434,220	\$0	\$434,220	\$433,955
Total - ECONOMIC SERVICES	\$0	\$152,691	\$0	\$434,220	\$0	\$434,220	\$433,955
LAND AND BUILDINGS							
OTHER PROPERTY AND SERVICES							
EXPENDITURE							
000000-Solar Panel - Shire Buildings	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
000000-Mens Shed Upgrade	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
Total - OTHER PROPERTY AND SERVICES	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
Total - LAND AND BUILDINGS	\$0	\$307,983	\$0	\$1,199,220	\$0	\$1,649,220	\$1,655,215

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
PLANT AND EQUIPMENT							
GOVERNANCE							
EXPENDITURE							
000000- Motor Vehicle CEO	\$0	\$53,425	\$0	\$70,000	\$0	\$70,000	\$57,000
000000- Motor Vehicle CGTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Motor Vehicle - Subaru	\$0	\$39,072	\$0	\$42,000	\$0	\$42,000	\$40,000
000000- Motor Vehicle - Fortunner	\$0	\$51,013	\$0	\$56,000	\$0	\$56,000	\$51,013
Sub Total - CAPITAL WORKS	\$0	\$143,510	\$0	\$168,000	\$0	\$168,000	\$148,013
Total - GOVERNANCE	\$0	\$143,510	\$0	\$168,000	\$0	\$168,000	\$148,013
PLANT AND EQUIPMENT							
LAW ORDER & PUBLIC SAFETY							
EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - LAW, ORDER & PUBLIC SAFETY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT AND EQUIPMENT							
COMMUNITIES AMENITIES							
EXPENDITURE							
000000- Community Bus	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - COMMUNITY AMENITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT AND EQUIPMENT							
RECREATION AND CULTURE							
EXPENDITURE							
000000- Kubota Utility	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$45,000
000000- Kubota Ride on Mower	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Hilux 4x2 Gardener	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$45,000
Total - RECREATION AND CULTURE	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$45,000
PLANT AND EQUIPMENT							
TRANSPORT							
EXPENDITURE							
000000- Skidsteer	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$50,000
000000- Dual Axle Box Trailer	\$0	\$9,510	\$0	\$10,000	\$0	\$10,000	\$9,510
000000- Genset on Trailer	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$30,000
000000- Grader cat 12M	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000- Multi Tyre Roller Bomag	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Slasher Attachment	\$0	\$0	\$0	\$8,000	\$0	\$8,000	\$8,000
000000- Debris Vacuum	\$0	\$0	\$0	\$6,100	\$0	\$6,100	\$6,100
000000-Traffic Light Pair	\$0	\$0	\$0	\$36,000	\$0	\$36,000	\$36,000
000000-Caterpillar Prime Mover	\$0	\$0	\$0	\$280,000	\$0	\$280,000	\$280,000
000000-Portable toilet on Trailer	\$0	\$6,569	\$0	\$8,500	\$0	\$8,500	\$8,500
000000-Backhoe	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Trailer - Side Tipper	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$200,000
000000-Truck Tipper	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Truck Cab Crew	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Works Foreman Ute - YA 899	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Utility Works Crew	\$0	\$43,854	\$0	\$40,000	\$0	\$40,000	\$40,000
000000-Fuel Tank	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Deisel Air Compressor	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Works Forklift	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$50,000

Shire of Yalgoo

Detailed Statement

Details By function Under The Following Programme Titles

And Type Of Activities Within The Programme

Detailed Statement Details By function Under The Following Programme Titles And Type Of Activities Within The Programme	Actual 2021-22 JULY- MAY 2022 YTD		Adopted Budget 2021-22 JULY- MAY 2022 YTD		Adpoted Budget 2021-22		Budget Review 2021-22
	Income	Expenditure	Income	Expenditure	Income	Expenditure	
000000-Generator Genelite 4.5 kva	\$0	\$0	\$0	\$0	\$0	\$0	\$0
000000-Communocations- Satellite Phone and Vehicle Tracking	\$0	\$9,388	\$0	\$10,000	\$0	\$10,000	\$9,388
000000-Road Sweeper Attachment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$69,321	\$0	\$728,600	\$0	\$728,600	\$727,498
Total - TRANSPORT	\$0	\$69,321	\$0	\$728,600	\$0	\$728,600	\$727,498
PLANT AND EQUIPMENT							
ECONOMIC SERVICES							
CAPITAL EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS					\$0	\$0	\$0
Total - ECONOMIC SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - PLANT AND EQUIPMENT	\$0	\$212,831	\$0	\$926,600	\$0	\$926,600	\$920,511
TOOL PURCHASES							
EXPENDITURE							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW PURCHASES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - TOOL PURCHASES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INFRASTRUCTURE ASSETS - ROAD RESERVES							
ROADS TO RECOVERY GRANTS					\$0	\$0	
000000- Yalgoo/Morawa Road - Widen to 7m 7km	\$0	\$1,049,477	\$0	\$760,000	\$0	\$760,000	\$1,020,000
RRG SPECIAL GRANT RD WORKS					\$0	\$0	
000000- Yalgoo/Nighan Road - 4 metre seal 5km	\$0	\$89,443	\$0	\$300,000	\$0	\$300,000	\$300,000
MUNICIPAL/LOCAL ROADS GRANT- ROADS					\$0	\$0	
TOWN STREET CONSTRUCTION							
BRIDGES							
FOOTPATH CONSTRUCTION - MUNICIPAL							
FLOOD DAMAGE					\$0	\$0	
DRAINAGE MUNICIPAL							
OTHER							
000000 - Fixed Road and Wayfinding Signage LRCI Grant 2020-21	\$0	\$38,107	\$0	\$40,000	\$0	\$40,000	\$38,107
000000 - Jokers Tunnel Sealed Floodway and Improved Access LRCI Grant 2021-22	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
000000 - Sealing Outside Primary School LRCI Grant 2021-22	\$0	\$0	\$0	\$40,000	\$0	\$40,000	\$40,000
000000 - Sealing Paynes Find Poineer Cemetery LRCI Grant 2021-22	\$0	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000
000000- Sandford River Crossing	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
000000- Casurina Causeway - Widen to 2 Lanes	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
000000- Badga Woolshed Road - Geraldton Mount Magnet Road to Airstrip Seal 800m	\$0	\$7,318	\$0	\$120,000	\$0	\$120,000	\$120,000
000000- Sealing of Road to Nature Based Park	\$0	\$0	\$0	\$35,000	\$0	\$35,000	\$35,000
000000- Sealing of Road and Parking Area -Yalgoo Lookout	\$0	\$0	\$0	\$95,000	\$0	\$95,000	\$95,000
Sub Total - CAPITAL WORKS	\$0	\$1,184,345	\$0	\$1,700,000	\$0	\$1,700,000	\$1,958,107
Total - ROADS	\$0	\$1,184,345	\$0	\$1,700,000	\$0	\$1,700,000	\$1,958,107
Total - INFRASTRUCTURE ASSETS ROAD RESERVES	\$0	\$1,184,345	\$0	\$1,700,000	\$0	\$1,700,000	\$1,958,107
INFRASTRUCTURE ASSETS-RECREATION FACILITIES							
000000- Yalgoo/Ninghan Road - Seal to width 4m							
000000- Landscape - Admin Office	\$0	\$0	\$0	\$40,000	\$0	\$40,000	\$40,000
000000- Oval Water Treatment LRCI Grant 2020-21	\$0	\$4,545	\$0	\$23,000	\$0	\$23,000	\$23,931
000000- Oval Fixed Exercise Equipment LRCI Grant 2020-21	\$0	\$17,622	\$0	\$18,000	\$0	\$18,000	\$18,000
000000- Sports Complex Carpark - Kerb and Seal and Footpath to School	\$0	\$0	\$0	\$7,000	\$0	\$7,000	\$0
000000- Community/School Oval Shared Use Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total - CAPITAL WORKS	\$0	\$22,167	\$0	\$88,000	\$0	\$88,000	\$81,931

### Detailed Statement

### Details By function Under The Following Programme Titles

### And Type Of Activities Within The Programme

[illegible]