



# Agenda Attachments

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June 2021

- ATTACHMENT 7.1.1      MINUTES – ORDINARY COUNCIL MEETING 18 MAY 2021**
- ATTACHMENT 7.2.1      MINUTES – AUDIT AND RISK MANAGEMENT COMMITTEE 8  
JUNE 2021**
- ATTACHMENT 8.1.2 -    ACCOUNTS FOR PAYMENT - MAY 2021**
- ATTACHMENT 8.1.3 -    ACCOUNTS FOR PAYMENT - CREDIT CARDS**
- ATTACHMENT 8.1.4 -    MONTHLY FINANCIAL REPORT – MAY 2021**
- ATTACHMENT 8.2.1 -    STRATEGIC COMMUNITY PLAN**
- ATTACHMENT 8.2.3 -    CODE-OF-CONDUCT-FOR-EMPLOYEES**
- ATTACHMENT 8.2.4 -    SHIRE OF CORRIGIN DELEGATION-REGISTER 2021 REVIEW**
- ATTACHMENT 8.2.5 -    TRANSPORT LICENSING AGREEMENT**
- ATTACHMENT 8.2.6 -    DEVELOPMENT APPLICATION FISHER**
- ATTACHMENT 8.2.7 -    DUAL FCO'S PINGELLY TO CORRIGIN**
- ATTACHMENT 8.3.1 -    CONFIDENTIAL**



# MINUTES

## ORDINARY COUNCIL MEETING

Held Tuesday 18 May 2021 at 3.00pm in the Council Chambers, 9 Lynch Street, Corrigin.

**UNCONFIRMED**

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*Strengthening our community now to grow and prosper into the future*

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## 1 DECLARATION OF OPENING

The Chairperson, Shire President Cr. D Hickey opened the meeting at 3.02pm.

## 2 ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

Shire President

Cr. D L Hickey

Deputy Shire President

Cr. M A Weguelin

Cr. M B Dickinson

Cr. S L Jacobs

Cr. S C Croppen

Cr. F R Gilmore

Chief Executive Officer

N A Manton

Executive Support Officer

K A Bignall

### APOLOGIES

Cr. J A Mason

K A Caley

### LEAVE OF ABSENCE

## 3 PUBLIC QUESTION TIME

NIL

## 4 MEMORIALS

The Shire has been advised that Gillian Hulland and Marek Orłowski have passed away since the last meeting.

## 5 PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

NIL

## 6 DECLARATIONS OF INTEREST

Cr Croppen declared a Proximity Interest in item's 8.2.4 and 8.2.5 as he owns property/business opposite of the locations in each item.

Cr Gilmore declared a Proximity Interest in item 8.2.4 as he owns property opposite of the location in the item.

## 7 CONFIRMATION AND RECEIPT OF MINUTES

### 7.1 PREVIOUS COUNCIL MEETINGS AND BUSINESS ARISING FROM MINUTES

#### 7.1.1 ORDINARY COUNCIL MEETING

Minutes of the Shire of Corrigin Ordinary Council meeting held on Tuesday 20 April 2021 (Attachment 7.1.1).

#### COUNCIL RESOLUTION

**(65/2021) Moved: Cr Jacobs                      Seconded: Cr Coppen**

*That the Minutes of the Shire of Corrigin Ordinary Council meeting held on Tuesday 20 April 2021 (Attachment 7.1.1) be confirmed as a true and correct record.*

**Carried 6/0**

### 7.2 COMMITTEE MEETINGS AND BUSINESS ARISING FROM MINUTES

#### 7.2.1 LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING

Minutes of the Local Emergency Management Committee meeting held on Monday 10 May 2021 (Attachment 7.2.1).

#### COUNCIL RESOLUTION

**(66/2021) Moved: Cr Coppen                      Seconded: Cr Weguelin**

*That the minutes of the Local Emergency Management Committee meeting held on Monday 10 May 2021 be received.*

**Carried 6/0**

UNCONFIRMED

## 8 MATTERS REQUIRING A COUNCIL DECISION

### 8.1 CORPORATE AND COMMUNITY SERVICES REPORTS

#### 8.1.1 CORRIGIN COMMUNITY RESOURCE CENTRE

Applicant:	Shire of Corrigin
Date:	12/05/2021
Reporting Officer:	Tayla Smith, Customer Service Officer, Community Services
Disclosure of Interest:	NIL
File Ref:	CS.0008
Attachment Ref:	NIL

#### CORRIGIN CRC MONTHLY USAGE – APRIL 2021

CUSTOMER ACCESSING FEE FOR SERVICE AND SALES					
SERVICES / FEES	MTHLY	FROM JULY 2020	SALES	MTHLY	FROM JULY 2020
Internet Use / Computer Use	10	90	Movie Club Fees	7	62
Photocopying / Printing / Faxing	17	202	Phonebook Sales	0	63
Laminating / Binding / Folding	2	27	'Moments in Time' Books	0	0
Sec. Services / Scans / Email / CD Burning	6	54	Book Sales	0	3
Room Hire	1	19	Wrapping Paper / Postcard Sales	0	4
Equipment Hire	0	2	Polo Shirt / Eco Bag Sales	0	0
Training / Course Fees	25	51	Phone Calls	0	0
Resource Centre Membership Fees	1	16	"A Fortunate Life" Ticket Sales	0	150
Exam Supervision	0	0			
<b>Total:</b>	<b>62</b>	<b>155</b>	<b>Total:</b>	<b>7</b>	<b>282</b>
<i>Monthly People through:</i>		39			
CUSTOMER ACCESSING CORRIGIN CRC SERVICES					
SERVICES	MTHLY	FROM JULY 2020	SERVICE	MTHLY	FROM JULY 2020
Phonebook Enquiries	4	23	Corrigin Toy Library	7	55
Tourism	14	251	Broadband for Seniors / Webinars	6	81
Government Access Point	6	69	General Enquires (Face/Email/Website)	106	1181
Community Information	6	139	Corrigin Public Library	49	403
Conf. / Ad Conf. / Training	57	673	Corrigin Library eResources	140	553
University Exams	0	0			
<b>Total:</b>	<b>87</b>	<b>1155</b>	<b>Total:</b>	<b>308</b>	<b>2273</b>
<i>Monthly People through:</i>		395			

**TOTAL FOR THE MONTH OF APRIL: 464**

**COMMUNITY ECONOMIC / BUSINESS AND SOCIAL DEVELOPMENT BOOKINGS – APRIL 2021**

DESCRIPTION	NO'S	ROOM	GOVT. HOT OFFICE BOOKING (HO), COMMERCIAL BOOKING
Movie Club	7	Conference Room	N/A
School Holiday Movie – GO!	11	Conference Room	N/A
School Holiday Movie – Trolls	5	Conference Room	N/A
Active Seniors	4	Conference Room	N/A
Gopher Day	16	Seniors Hall	N/A
Rural Traffic Services	7	Video Conf Room	Commercial
Roe Tourism Meeting	2	Video Conf Room	N/A
Active Seniors	1	Conference Room	N/A
Kids Craft Afternoon	9	Conference Room	N/A

**CORRIGIN CRC Annual Summary Report**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YEAR TOTAL
2007-08	535	613	537	714	511	520	561	510	625	583	576	569	6904
2008-09	479	444	581	532	501	411	417	501	575	535	540	651	6160
2009-10	629	682	626	757	590	727	421	623	700	520	591	539	7329
2010-11	708	610	871	759	465	530	426	444	611	410	607	691	7135
2011-12	568	536	572	535	542	381	426	520	527	599	564	491	6161
2012-13	545	694	691	716	756	497	552	606	415	590	370	479	6939
2013-14	651	494	516	706	597	479	405	529	641	640	616	553	6827
2014-15	769	757	750	878	651	443	455	500	403	603	486	499	7263
2015-16	543	695	668	813	681	466	590	534	530	585	626	553	7285
2016-17	620	588	675	618	455	365	343	388	595	336	540	450	6144
2017-18	461	372	516	663	562	422	376	596	563	646	532	444	6154
2018-19	578	521	425	708	547	397	386	562	546	635	617	563	6485
2019-20	583	472	526	664	467	351	647	529	*480	*296	*341	424	5740
2020-21	391	409	449	560	369	325	476	428	339	464			

\*COVID-19 pandemic restrictions in place

**STATUTORY ENVIRONMENT**  
NIL

**POLICY IMPLICATIONS**  
NIL

**FINANCIAL IMPLICATIONS**  
NIL



**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Social**

**An effectively serviced, inclusive and resilient community**

**Outcome 3.1 - An inclusive, welcoming and active community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
3.1.1	Work in partnership with community and sporting groups	3.1.1.2	Assist sport and recreation clubs in accessing grant funding opportunities.
3.1.3	Facilitate, encourage and support community events	3.1.3.1	Promote and support local events with emphasis on events that promote visitation of the Shire.
		3.1.3.2	Engage and facilitate the community to encourage the establishment and continuation of local events.

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(67/2021) Moved: Cr Gilmore      Seconded: Cr Jacobs**  
 That Council receives the Corrigin Community Resource Centre Report.

**Carried 6/0**

UNCONFIRMED

## 8.1.2 ACCOUNTS FOR PAYMENT

Applicant:	Shire of Corrigin
Date:	11/05/2021
Reporting Officer:	Tanya Ludlow, Finance / Human Resources Officer
Disclosure of Interest:	NIL
File Ref:	FM.0036
Attachment Ref:	Attachment 8.1.2 – Accounts for Payment – April 2021

### SUMMARY

This report provides Council with a list of all financial dealings relating to all accounts for the previous month.

### BACKGROUND

This information is provided to Council on a monthly basis in accordance with provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*. A Local Government is to develop procedures for the authorisation of, and payment of, accounts to ensure that there is effective security for which money or other benefits may be obtained.

### COMMENT

The cheque, EFT and Direct Debit payments that have been raised during the month of April 2021 are provided as Attachment 8.1.2 – Accounts for Payment - April 2021.

After payment of the following cheque, EFT and Direct Debit payments, the balance of creditors will be -\$98.16.

Bank Account	Payment Type	Reference	Amount	Total
Municipal	EFT	16075 - 16095, 16098 - 16159	\$581,828.44	
	Cheque	020601 - 020610	\$22,712.77	
	Direct Debit	April 2021	\$29,026.12	
	Payroll	April 2021	\$116,477.48	<b>\$750,044.81</b>
Trust	EFT	16096 - 16097	\$40.40	
	Cheque	No Payments	\$0.00	
	Direct Debit	No Payments	\$0.00	<b>\$40.40</b>
Licensing Trust	EFT	No Payments	\$0.00	
	Direct Debit	April 2021	\$65,048.30	<b>\$65,048.30</b>
Edna Stevenson	EFT	No Payments	\$0.00	
	Cheque	No Payments	\$0.00	<b>\$0.00</b>
<b>Total Payments for the Month of April 2021</b>				<b>\$815,133.51</b>

**Previous Accounts for Payment report**

To enable Council to check that no sequential payment numbers have been missed from the previous accounts for payment report and the report provided as Attachment 8.1.2 – Accounts for Payment – April 2021, the following information is provided on the last cheque or EFT number used.

Bank Account	Payment Type	Last Number	First Number in report
Municipal & Trust & ES Trust & Licensing	EFT	EFT16074	EFT16075
Municipal	Cheque	020600	020601
Trust	Cheque	003392	No Payments
Edna Stevenson	Cheque	000065	No Payment

Please note that the above does not include payments made via Direct Debit (DD) as they are not in sequential number order.

**STATUTORY ENVIRONMENT**

Local Government (Financial Management) Regulations 1996

**POLICY IMPLICATIONS**

Policy 2.9 – Purchasing Policy

**FINANCIAL IMPLICATIONS**

Expenditure in accordance with the 2020 / 2021 Annual Budget.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
Strong Governance and leadership

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(68/2021) Moved: Cr Dickinson      Seconded: Cr Jacobs**

That Council reviews the list of accounts paid and acknowledges that payments totalling \$815,133.51 have been made during the month of April 2021.

**Carried 6/0**

### 8.1.3 ACCOUNTS FOR PAYMENT – CREDIT CARDS

Applicant:	Shire of Corrigin
Date:	12/04/2021
Reporting Officer:	Kylie Caley, Deputy Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0036
Attachment Ref:	Attachment 8.1.3 – Accounts for Payment – Credit Cards March 2021

#### SUMMARY

This report provides Council with a list of all financial dealings relating to the use of credit card payments for the periods 27 February 2021 to 29 March 2021.

#### BACKGROUND

This information is provided to Council on a monthly basis in accordance with provisions of the *Local Government Act 1995 and Local Government (Financial Management) Regulations 1996*. A Local Government is to develop procedures for the authorisation of, and payment of, accounts to ensure that there is effective security of which money or other benefits may be obtained.

Council is presented with the monthly accounts for payment at each Council meeting, providing information of payments made for the reporting period. This report includes the monthly payment of the credit card debit to the National Australia Bank.

#### COMMENT

Accountability in local government can be multifaceted, as councils seek to achieve diverse social, political and financial goals for the community benefit. The accountability principles of local government are based on strong financial probity, financial propriety, adherence to conflict of interest principles and expectations that local government is fully accountable for community resources.

This report provides Council with detailed information of purchases paid for using the Shire of Corrigin corporate credit cards.

A monthly review of credit card use is independently assessed by the Deputy Chief Executive Officer, to confirm that all expenditure has been incurred, is for the Shire of Corrigin and has been made in accordance with Council policy, procedures and the *Local Government Act 1995* and associated regulations. The review by the Deputy Chief Executive Officer also ensures that misuse of any corporate credit card can be readily detected.

This review has been conducted and no issues are evident and all areas of compliance have been met.

**STATUTORY ENVIRONMENT**

S6.4 Local Government Act 1995, Part 6 – Financial Management  
R34 Local Government (Financial Management) Regulations 1996

**POLICY IMPLICATIONS**

Policy 2.9 – Purchasing Policy  
Policy 2.16 - Corporate Credit Cards

**FINANCIAL IMPLICATIONS**

Expenditure in accordance with the 2020/2021 Annual Budget.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Action
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(69/2021) Moved: Cr Coppin Seconded: Cr Weguelin**  
That Council in accordance with Attachment 8.1.3 endorse credit card payments for the period 27 February 2021 to 29 March 2021 for \$2,512.57.

**Carried 6/0**

UNCONFIRMED

### 8.1.4 MONTHLY FINANCIAL REPORTS

Applicant:	Shire of Corrigin
Date:	13/04/2021
Reporting Officer:	Kylie Caley, Deputy Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0036
Attachment Ref:	Attachment 8.1.4 – Monthly Financial Report for month ending 30 April 2021

#### SUMMARY

This report provides Council with the monthly financial reports for the month ending 30 April 2021.

#### BACKGROUND

*Local Government (Financial Management) Regulations 1996*, regulation 34 states that a local government must prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget.

Variances between budgeted and actual expenditure including the required material variances (10% with a minimum value of \$10,000) are included in the variance report.

#### COMMENT

Council is maintaining a solid cash position with \$2.7million remaining in short term investment.

Capital projects are progressing and most of the larger projects are near completion. There will be several projects carried over to the new financial year. The CEO and ROE EHO vehicles have been ordered and the Shire has been advised that both will be delivered in June. The grader has been ordered and Westrac and the Volvo has been collected by WA Machinery Brokers.

Approximately 93% of the outstanding rates have been collected to date and this is almost at the same percentage collected at 30 June last financial year.

Further information of the April financial position is in the variance report included in the monthly financial reports.

#### STATUTORY REQUIREMENT

s. 6.4 *Local Government Act 1995, Part 6 – Financial Management*  
r. 34 *Local Government (Financial Management) Regulations 1996*

#### POLICY IMPLICATIONS

NIL

## FINANCIAL IMPLICATIONS

Expenditure in accordance with the 2020/2021 Annual Budget.

## COMMUNITY AND STRATEGIC OBJECTIVES

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**

**Strong Governance and leadership**

### Outcome 4.1 - A strategically focussed dynamic Council serving the community

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

### VOTING REQUIREMENT

Simple Majority

### COUNCIL RESOLUTION

**(70/2021) Moved: Cr Weguelin      Seconded: Cr Jacobs**

*That Council accept the Statement of Financial Activity for the month ending 30 April 2021 as presented, along with notes of any material variances.*

**Carried 6/0**

N Manton left the room at 3.15pm.

N Manton and H Talbot entered the room at 3.16pm.

UNCONFIRMED

## 8.2 GOVERNANCE AND COMPLIANCE

### 8.2.1 PROPOSED LOCAL LAWS - DOGS

Applicant:	Shire of Corrigin
Date:	5/05/2021
Reporting Officer:	Heather Talbot, Governance Projects Officer
Disclosure of Interest:	NIL
File Ref:	LE.0002
Attachment Ref:	Attachment 8.2.1 - <i>Shire of Corrigin Dog Local Law 2021</i>

#### SUMMARY

In February 2021 Council resolved to proceed with the proposed *Shire of Corrigin Dog Local Law 2021*. Council is requested to make the attached *Shire of Corrigin Dog Local Law 2021* under section 3.12(4) of the *Local Government Act 1995*.

#### BACKGROUND

The Shire of Corrigin does not currently have a local law relating to the control of dogs. Under the local law review that was conducted in September 2017 Council resolved to adopt a new local law relating to dogs.

During the February 2021 Council meeting, staff were directed to proceed with the adoption of the *Shire of Corrigin Dog Local Law 2021* and complete the requirements for public consultation. The results of the public consultation were then to be presented to Council for consideration following the closure of submissions.

#### COMMENT

Community stakeholder engagement was undertaken in accordance with section 3.12(3) of the *Local Government Act 1995*. Local public notice was given in accordance with section 1.7 of the *Local Government Act 1995* and regulation 3A of the *Local Government (Administration) Regulations 1996* as follows:

- A notice was published on the Shire of Corrigin website on 24 February 2021;
- A notice was published on 8 March 2021 in the Corrigin Windmill community newsletter;
- A notice was published in the March (published on social media 4 March 2021) and April (published on social media 1 April 2021) edition of the Shire of Corrigin newsletter;
- The public notice was displayed on the Shire Administration and Corrigin Community Resource Centre (Library) noticeboard between 22 February 2021 and 30 April 2021;
- Notice of the consultation was posted on the Shire's Facebook page on 2 March 2021.

No public submissions were received.



As required by section 3.12(3)(b) of the *Local Government Act 1995*, a copy of the proposed local law was provided to the Minister for Local Government via the Department of Local Government, Sport and Cultural Industries on 24 February 2021. Responses have been considered and included as per the following:-

Respondent	Response	Included
Department of Local Government and Communities	Editing, grammar, definitions and formatting changes as well as some suggestions over the content and wording of clauses. The penalties under clause 3.1 and 4.9 where not correct and in-line with the <i>Dog Act 1976</i> . Clause 3.3 to be inserted to deal with dangerous dogs.	Formatting, editing and various content changes have been included in the attached redrafted version of the local law with consideration to the Department's recommendations.

A final version of the *Shire of Corrigin Dog Local Law 2021* incorporating all of the recommended changes by the Department is provided as an attachment to this item.

### STATUTORY ENVIRONMENT

Section 51 of the *Dog Act 1976* provides that a local government may make local laws about dogs using the process set out in section 3.12 of the *Local Government Act 1995*.

#### 3.12. Procedure for making local laws

- (1) *In making a local law a local government is to follow the procedure described in this section, in the sequence in which it is described.*
- (2A) *Despite subsection (1), a failure to follow the procedure described in this section does not invalidate a local law if there has been substantial compliance with the procedure.*
- (2) *At a council meeting the person presiding is to give notice to the meeting of the purpose and effect of the proposed local law in the prescribed manner.*
- (3) *The local government is to —*
  - (a) *give local public notice stating that —*
    - (i) *the local government proposes to make a local law the purpose and effect of which is summarized in the notice; and*
    - (ii) *a copy of the proposed local law may be inspected or obtained at any place specified in the notice; and*
    - (iii) *submissions about the proposed local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given;*

*and*

- (b) *as soon as the notice is given, give a copy of the proposed local law and a copy of the notice to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister; and*
- (c) *provide a copy of the proposed local law, in accordance with the notice, to any person requesting it.*

[(3a) *deleted*]

- (4) *After the last day for submissions, the local government is to consider any submissions made and may make the local law\* as proposed or make a local law\* that is not significantly different from what was proposed.*

*\* Absolute majority required.*

- (5) *After making the local law, the local government is to publish it in the Gazette, and give a copy of it to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister.*
- (6) *After the local law has been published in the Gazette the local government is to give local public notice —*
  - (a) *stating the title of the local law; and*
  - (b) *summarizing the purpose and effect of the local law (specifying the day on which it comes into operation); and*
  - (c) *advising that the local law is published on the local government's official website and that copies of the local law may be inspected at or obtained from the local government's office.*
- (7) *The Minister may give directions to local governments requiring them to provide to the Parliament copies of local laws they have made and any explanatory or other material relating to them.*
- (8) *In this section —*  
**making** *in relation to a local law, includes making a local law to amend the text of, or repeal, a local law.*

#### **POLICY IMPLICATIONS**

NIL

#### **FINANCIAL IMPLICATIONS**

There are costs associated with the drafting, advertising and gazettal of the local law, estimated costs are under \$2,000.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018 - 2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.1	Provide leadership, communication and active engagement with the community	4.1.1.1	Elected members provide strategic leadership for the benefit of the community.

**VOTING REQUIREMENT**

Absolute Majority

**COUNCIL RESOLUTION**

**(71/2021) Moved: Cr Coppen**

**Seconded: Cr Jacobs**

*That Council:*

1. Resolves to make the Shire of Corrigin Dog Local Law 2021 and authorises the affixing of the Common Seal of the Shire to that local law.
2. Authorises the Chief Executive Officer to continue the process specified in section 3.12 of the Local Government Act 1995 to give effect to resolution one.

**Carried by Absolute Majority 6/0**

H Talbot left the room at 3.22pm.

UNCONFIRMED

## 8.2.2 INFANT HEALTH CENTRE CORRIGIN

Applicant:	Shire of Corrigin
Date:	11/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	CP.0033 A935
Attachment Ref:	Attachment 8.2.2 - Survey and Letter from Heritage Council

### SUMMARY

Council is requested to consider a proposal to acquire the former Infant Health Centre at 11 Lynch Street from the State.

### BACKGROUND

The Infant Health Centre was built on Crown Reserve 23024 in 1949 at 11 Lynch Street, Corrigin. A committee was formed in 1948 to raise funds to construct a building on land granted by the Corrigin Road Board. The building cost 4,300 pounds and aside for a 1,000 pound loan from the Corrigin Road Board the remainder of the funds were raised by local fundraising and donations. According to the Shire of Corrigin Municipal Heritage Inventory, the foundation stone of the building was laid on 13 October 1950 by the Medical Supervisor, Dr Stang.



The building has been managed and maintained continuously since its construction in 1949 by the Shire of Corrigin (formerly Corrigin Roads Board). The Corrigin Playgroup moved out of the building in 2017 as it was no longer considered safe. The building requires quite extensive maintenance, an upgrade of the electrical wiring and replacement of the ceiling in order to enable the building to be used.



The Shire of Corrigin has become aware that the land is actually an unmanaged Crown Reserve for the purpose of infant health and is not the subject of a management order. The building is no longer required for the purpose of Infant Health as the service is provided from the hospital or in private homes.

In January 2020 the Shire of Corrigin completed a Land Enquiry with the Department of Planning, Lands and Heritage (DPLH) and arranged for the land to be surveyed.

The DPLH have advised that the Shire has the following options:

- Change the purpose of the building which would involve changing the purpose of the reserve and issuing a management order to the Shire with power to lease/licence to continue managing the site.
- Acquire the building which would require transferring the land to the Shire in freehold. Normally the Department would seek the current unimproved market value for the land, however, in this case we would request the Valuer to take into consideration the state of the building and any conditions imposed by Heritage Council.
- Request the State to sell the building which might be through a competitive process undertaken by the Land Assessment Management Unit if the site is deemed surplus to the Shire's requirements.

#### COMMENT

The land is classified commercial zone under the Shire of Corrigin Local Planning Scheme No.2 which provides significant flexibility in terms of any future potential alternative use. At present the land is only permitted to be used for its designated reserve purpose under the Land Administration Act being an Infant Health Centre;

The building is identified in the Shire of Corrigin Heritage Survey as a Category C. The Heritage Council have been consulted and have determined that while the place has some cultural heritage value it is unlikely that it would meet the threshold for entry on the state register of heritage places. The building is not listed on the National or Commonwealth Heritage List or registered as an Aboriginal site.

Owning the land as freehold provides the Shire of Corrigin with more flexible options than a management order. It is recommended that the Shire of Corrigin request that the State gift the former Infant Health Centre to the Shire of Corrigin at no cost or offer the property for sale at a significantly discounted price.

#### STATUTORY ENVIRONMENT

NIL

#### POLICY IMPLICATIONS

NIL

**FINANCIAL IMPLICATIONS**

The cost of the survey of the land and valuation was \$1,200 ex GST  
 The Valuer General’s Office (Landgate) have estimated the value of the land to be in the range of \$44,000 - \$55,000.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Action
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(72/2021) Moved: Cr Gilmore      Seconded: Cr Coppen**

*That Council request that the State grant the former Infant Health Centre at 11 Lynch Street Corrigin, (Crown Reserve 23024) to the Shire of Corrigin at no cost or offer the property for sale at a significantly discounted price*

**Carried 6/0**

UNCONFIRMED

### 8.2.3 NATIVE TITLE SETTLEMENT- NOONGAR HERITAGE AGREEMENT

Applicant:	Shire of Corrigin
Date:	12/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	CP.0060
Attachment Ref:	Attachment 8.2.3.1- South West Native Title Presentation and Background information Attachment 8.2.3.2 – Noongar Standard Heritage Agreement Template

#### SUMMARY

Council is requested to provide comment to the WALGA Central Country Zone (CCZ) regarding the South West Native Title Settlement- Template Noongar Heritage Agreement for inclusion at the meeting in June 2021.

#### BACKGROUND

The South West Native Title Settlement (Settlement) is the most comprehensive Native Title agreement negotiated in Australian history. It involves around 30,000 Noongar people and covers approximately 200,000 square kilometres of the South West region. Whilst the effects of the Settlement, the enactment of new Aboriginal heritage legislation and any recommendations arising from the Juukan Gorge inquiry won't be apparent for some time, Councils need to be aware of the issues and the potential impact of each of these factors may have on both themselves and their communities.

The Template Noongar Heritage Agreement for Local Government Aboriginal and the Cultural Heritage Bill (Draft) 2020 were considered at the CCZ meeting held Friday 27 November 2020, with the Zone resolving that:

*Mr Marcus Holmes of Land Equity Legal and representatives of the Department of Premier and Cabinet and Department of Planning, Land and Heritage be invited to the February 2021 Zone Meeting to provide comments on the likely impact on Member Councils of the Draft Noongar Heritage Agreement for Local Government and the South West Native Title Settlement.*

Neither the Department of Premier and Cabinet nor the Department of Planning, Land and Heritage were able to attend either the February or April Meetings of the zone.

The Executive Director of the CCZ has requested that this matter be listed for consideration at May Council meetings, to allow any comments from member Councils to inform the subsequent report for the Zone meeting scheduled for Friday 25 June 2021. It has been recommended that discussion and commentary on the issues covered within the recommendation initially considered for the meeting on Friday 23 April, as follows:

*That the Central Country Zone:*

- 1. Notes the suggestion from guest speaker Marcus Holmes, Principal of lawyers Land Equity Legal, that local governments defer consideration of entry into a Local Government version Noongar Heritage Agreement until Noongar Regional Corporations have been established, the Federal joint committee on the Juukan Gorge inquiry has released its final report, and the State's proposed Aboriginal Cultural Heritage Bill has been enacted;*
- 2. Recommends to its members that they ensure interim compliance with the Aboriginal Heritage Act 1972 and any applicable Aboriginal heritage risk management policies and procedures through the Department of Planning, Lands and Heritage and Department of Premier and Cabinet;*

3. Seeks ongoing consultation with the State Government, WALGA and SWALSC about the management of, resourcing and implications for local government of the Noongar Native Title Settlement; and
4. Endorses the offer of legal advice and assistance to the Zone and/or its members from Land Equity Legal regarding local government management of Aboriginal heritage and the Noongar Native Title Settlement, and instructs the Executive Officer to confer with Mr Marcus Holmes regarding terms of any engagement of Land Equity Legal's services by the Zone and/or members and to then update the Zone by email as to such terms so that the Zone and/or its members (singly or collectively) can decide if they wish to take up a retainer.
5. That the Zone defer any decision on the recommendations relating to the Template Noongar Heritage Agreement for Local Government Aboriginal and the Cultural Heritage Bill (Draft) 2020 until the Zone meeting scheduled to be held Friday 25 June 2021 at which time the Executive Officer will have prepared a report for the Zone's consideration.

#### **COMMENT**

The CCZ Executive Officer has requested that comments be provided by 5 June for inclusion in a report for the Zone meeting scheduled for Friday 25 June 2021. There may be other issues that Councils may wish to provide comment on that are not listed in the recommendation but may be important points for discussion.

The following points were highlighted by Mr Marcus Holmes during his presentation and discussions with the Zone:

1. The Template Noongar Heritage Agreement, included in Attachment 8.2.3.2, is currently a complicated document and may not be suited to small local governments.
2. There is no need for local governments to consider entering into any agreements until:
  - All Noongar Regional Corporations have been established;
  - The State's proposed Aboriginal Cultural Heritage Bill has been enacted; and
  - The Federal Parliament's Joint Standing Committee on Northern Australia on the Juukan Gorge inquiry has released its final report.

More information on the Native Title Settlement can be found by following the link shown below:

[www.wa.gov.au/organisation/departments-of-the-premier-and-cabinet/south-west-native-title-settlement](http://www.wa.gov.au/organisation/departments-of-the-premier-and-cabinet/south-west-native-title-settlement)

#### **STATUTORY ENVIRONMENT**

*Land Administration (South West Native Title Settlement) Act 2016*

*Local Government Aboriginal and the Cultural Heritage Bill (Draft) 2020*

#### **POLICY IMPLICATIONS**

NIL

#### **FINANCIAL IMPLICATIONS**

NIL



**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.1	Provide leadership, communication and active engagement with the community	4.1.1.1	Elected members provide strategic leadership for the benefit of the community.

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(73/2021) Moved: Cr Weguelin**

**Seconded: Cr Coppen**

*That Council consider the information provided by the WAA GA Central Country Zone and Marcus Holmes, Principal of lawyers Land Equity Legal and provide comments to the Executive Officer of the Central Country Zone for inclusion in the report to the June 2021 Zone meeting.*

**Carried 6/0**

Cr Gilmore declared a Proximity Interest in item 8.2.4 and left the room at 3.24pm

Cr Coppen declared a Proximity Interest in item 8.2.4 and item 8.2.5 and left the room at 3.24pm

UNCONFIRMED

## 8.2.4 RV OVERNIGHT STAY

Applicant:	Shire of Corrigin
Date:	12/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	ED.0025
Attachment Ref:	Attachment 8.2.4 – RV Friendly Town Report

### SUMMARY

Council is requested to endorse a proposal to seek accreditation as a Recreational Vehicle (RV) Friendly Town with Campervan and Motorhome Club of Australia Limited (CMCA) and designate four locations across the shire as suitable for recreational vehicles.

### BACKGROUND

The Shire of Corrigin's Strategic Community Plan details the importance of diversifying economic opportunities to enable population growth over the medium to long term. Tourism is one strategy that is an opportunity for Corrigin.

The Shire of Corrigin engaged consultants in 2017 to prepare a Tourism and Economic Development Strategy and Action Plan. The development of the caravan Park and access to free camping for RV's forms a key element of these plans. The plan highlighted the growing trend for self-contained travellers looking for free camping options to enable travel at cheaper rates and for longer.

Recreational vehicles are generally understood to include:

- Motorhomes
- Caravans and 5th wheelers
- Trailers/boat campers
- 4 wheel drive off road campers
- Campervans and backpacker vans
- Self-Contained vehicles that can contain within the vehicle fixed shower and toilet, sullage (grey) and black water waste (sewerage) storage and have capacity for carrying multiple days' worth of drinking water.

Council previously set aside an area in Walton Street, Corrigin as a free camp site for self-contained RV's under the auspices of the Campervan and Motorhome Club of Australia Limited (CMCA). In 2009 the CMCA revoked Corrigin's RV status following a complaint from a member about the designated parking area in Walton Street.

In October 2015 Council sought to reinstate the 72 hour stopover for self-contained RV's in the town of Corrigin. The matter was again discussed in December 2015 but the matter did not progress. Since that time the topic has been raised frequently by local residents and tourists.

### COMMENT

It is widely documented that caravan parks and camping is an extremely important component of WA's tourism industry and growth in the sector has increased significantly due to the inability to travel overseas due to COVID-19 pandemic. Increasing the number of tourists visiting the area will boost the local economy as well as create opportunities for business growth and employment.

It is recommend that the shire progress towards achieving RV Friendly Town status with the Campervan and Motorhome Club of Australia Limited (CMCA) as soon as possible in preparation for the Spring wildflower season.

The CMCA has provided direction for towns to be accredited as RV Friendly with the Attachment 8.2.4 providing the RV Friendly Town criteria and assessment details.

It is recommended that Council consider establishing a free 48 hour stopover area for self-contained RV's in the town of Corrigin in Walton Street behind the existing toilet block and RV Dump point.

Longer term parking up to 72 hours be established at Gorge Rock, Bulyee Hall and Bullaring Tennis Club.

The proposed sites have been assessed as potentially suitable for a free camping areas with regard to:

- proximity to town or sites of interest,
- environmental constraints,
- emergency management factors,
- distance from residential areas,
- available facilities, and
- promote Corrigin in a positive way.

Other considerations in determining the suitability and value of the proposed free camping sites include:

- A review can be undertaken at any time if complaints or other concerns arise.
- It is highly likely that Corrigin is overlooked by travellers interested in free camping which excludes the town from recognition on many forms of media and by word of mouth.
- The businesses within town are likely to benefit from increased patronage.
- There is no additional cost to maintain the sites as they are currently maintained by the Shire of Corrigin.
- There are adequate bins at Walton Street and it is generally accepted that visitors are respectful of the terms and conditions of free camping sites.
- Compliance with the maximum length of stay will be in general self-regulating, and can be monitored by the Shire ranger service on a fortnightly basis.
- There is a potential loss of revenue to the caravan park which is owned by the Shire and leased to a private operator. This is unlikely to be significant (if at all) due to the free RV area attracting a different market than caravan parks. There is also potential for the caravan park to benefit by attracting visitors to stay when they are tired of free camping or wish to use the facilities at the caravan park for a fee.
- The lessee of the caravan park has indicated support for short term RV camping at the Walton Street site.
- Noise disturbance is possible although it is unlikely and has not been experienced by neighbouring shires.
- Access to the toilet and shower facilities at the Corrigin Caravan Park is restricted to customers of the park so misuse of the facilities is unlikely.

The opportunities for Corrigin significantly outweigh any potential risks. Allowing fully self-contained recreational vehicles to stay for up to 48 hours on Walton Street and up to 72 hours at Gorge Rock, Bulyee Hall and Bullaring Tennis Club would provide travellers with additional options to stay in Corrigin and the surrounding area.

Tents and vehicles that are not fully self-contained would not be permitted to use the designated free camping locations and would be required to make use of the existing caravan park.

The Shire of Corrigin will need to educate visitors and the local community about the designated RV free camping sites to reduce the likelihood of misuse of the areas. The designated RV areas will be promoted on the Shire of Corrigin website and electronic media platforms to promote the location online. Signage will be used at the overnight stay areas to notify visitors of where camping is permitted and all relevant requirements.

The Department Planning, Lands and Heritage will need to be consulted to confirm that the proposed RV area is consistent with the current management order.

Walton Street site - Reserve 47959 Department Planning, Heritage and Lands with Shire of Corrigin Management Order for parkland and parking.

Gorge Rock site Reserve 18318 Department Planning, Heritage and Lands with Shire of Corrigin Management Order for hall site and recreation.

Former Bullaring Recreation Ground Reserve 12239 Department Planning, Heritage and Lands with Shire of Corrigin Management Order for recreation.

Bulyee Hall and Fire Shed area is owned by Shire of Corrigin as Freehold land

#### **STATUTORY ENVIRONMENT**

*Local Government Act 1995*

*Caravan Parks and Camping Grounds Act 1995*

*Caravan Parks and Camping Grounds Regulations 1995*

*The Caravan Park and Camping Grounds Act 1995 relates only if the intended usage is greater than 72 hours. Landowner permission (that of the local government in this case) is permissible if the usage is no longer than 72 hours.*

#### **POLICY IMPLICATIONS**

NIL

#### **FINANCIAL IMPLICATIONS**

Approximately \$1,000 signage

Access to the dump point and potable water supply are already available and promotion of the sites would be done within existing staff time.

The proposal is expected to generate additional income for local businesses in the Shire of Corrigin.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Economic**

**A strong, diverse economy supporting agriculture, local business and attracting new industry**

**Outcome 1.3 – Well supported and diverse industry**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
1.3.1	Develop and implement an Economic and Tourism Strategy for the district	1.3.1.2	Implement Economic and Tourism Develop Strategy
		1.3.1.3	Economic and Tourism Develop strategies, programs and initiatives to be incorporated in Long Term Financial Plan and annual budgets

**Objective: Leadership**

**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(74/2021) Moved: Cr Meguelin**

**Seconded: Cr Jacobs**

*That Council*

1. *Endorse the proposal for Corrigin to achieve Campervan and Motorhome Club of Australia Limited (CMCA) accreditation as an RV Friendly Town*
2. *Allow fully self-contained recreational vehicles to park for free, for up to 48 hours, on the portion of Reserve 47959 Walton Street Corrigin*
3. *Allow fully self-contained recreational vehicles to park for free, for up to 72 hours, on the portion of Reserve 18318 Gorge Rock, Reserve 12239 former Bullaring Recreation Ground and area behind the Bulyee Hall and fire shed and Bilbarin Hall.*

**Carried 4/0**

Cr Gilmore entered the room at 3.41pm.

## 8.2.5 ROTARY PARK DESIGN AND CONSTRUCTION - ACCEPTANCE OF QUOTE

Applicant:	Shire of Corrigin
Date:	12/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0269
Attachment Ref:	Attachment 8.2.5.1 – Nature Play Solutions Quote (Confidential) Attachment 8.2.5.2 – Rebus Quote (Confidential)

### SUMMARY

This item provides advice to Council of the quotes received for the design and construction of phase 1 of the Rotary Park redevelopment as outlined in the 2020/21 budget and recommends the contract be awarded to the company that represents the best value for money.

### BACKGROUND

The Shire of Corrigin and community identified the need to improve the appearance and functionality of the amenities in Rotary Park on Kunjin Street. The new design is expected to reflect the local character of Corrigin, provide a focal point for the local community and encourage tourists to stop to explore the park and the town centre. An indicative concept design has been prepared to illustrate the overall design intent for the precinct.

The Rotary Park Redevelopment aims to achieve the following objectives:

- Create an intergenerational recreational park improving the appearance, connectivity and street appeal of the area for the local community and for visitors, while encouraging further exploration of the town.
- A unique recreation and playground destination using innovative natural design to maximise the use of the large open space, outdoor play, recreation activities and exercise.
- Improved streetscape to invite visitors and locals to stop and utilise the park while encouraging exploration and patronage of local businesses and facilities in Corrigin.
- Improved connection with other recreation facilities such as Corrigin Recreation and Events Centre, Caravan Park, swimming pool and ovals.
- Improve parking space.
- Sustainable, low maintenance and water-wise garden landscape in keeping with the dry west coast climate and showcasing local plant species and wildflowers in a contemporary setting.
- Disability access and enjoyment.
- Active and accessible places created for all people with a high degree of both real and perceived safety including subtle solar lighting throughout the park.

It is anticipated that the construction of the park redevelopment will be staged over a number of years depending on available funding. Funding for the construction of phase 1 has been included in the 2020/21 budget as part of the Drought Communities Program funding and includes the following elements:

#### New Toilet Block

- include four (4) unisex toilets and one (1) accessible toilet designed to connect to deep sewage.
- Potential to incorporate unique or original design concepts. Easily accessible location within park and integrated with other design elements including: car park, pathways and playground.

- Accommodate large volumes of visitors during peak periods
- Connect to local waste water scheme.
- Sustainable design using efficient energy and water usage.
- Suitable for families and people with disabilities.
- High quality and low maintenance construction, fixtures and fittings.

**Entry Statement**

A strong statement entry or gateway providing a focal point alongside Kunjin Street attracting visitors to stop in the southern carpark. A wow factor to welcome visitors to the park.

**Pathways**

- Landscaping surrounding the toilet block and bordering the carpark.

The Request for Quote (RFQ) 8-2021 was sent to 42 suppliers on the WA Local Government (WALGA) Preferred Supplier Panel and responses were received from two suppliers being Nature Play Solutions and Rebus Restrooms. A total of 23 suppliers read the request for quotes with 10 suppliers declining the offer to quote and 30 suppliers declining not to respond.

The responses were evaluated by a panel comprising the Nathan Manton, Chief Executive Officer; Emma Shaw, Administration Officer and Kylie Cahy, Deputy Chief Executive Officer against pre-determined selection criteria.

**Evaluation Criteria**

Item No	Description	Weighting
1	Tendered Price(s) - Any related factors affecting the total cost including early settlement discounts. - Lifetime costs. - Contract management costs.	30%
2	Relevant Company Experience - Details of similar work undertaken. - Scope of the Contractor's involvement including details of outcomes. - Details of issues that arose during the project and how these were managed. - Competency and proven track record of achieving outcomes. - Project reference sheet	30%
3	Resources and Availability - Plant, equipment and materials. - Details of all project team members and their role in the project (and subcontractors, if applicable) inclusive of any relevant current registrations or licences held. - Contingency measures or backup of resources including personnel (where applicable). - Other current commitments	35%
4	Regional Price Preference - Price preference 5% to tenderers in Shire of Corrigin	5%

The submissions received were professional and detailed but did not address the specific scope of the project outlined in the Request for Quote document. Confidential reports outlining the quoted prices are contained in Attachment 8.2.5.1 and Attachment 8.2.5.2.

## COMMENT

With the recent drought and COVID stimulus funding available there are several shires who are currently seeking quotes for playground redevelopments which has limited the number of available suppliers to complete the work within the required timeframes.

The Shire of Corrigin has worked with Nature Play Solutions on the development of a concept plan for the redevelopment of Rotary Park and was satisfied with their work.

The quote from Rebus Restrooms did not include any other works required in the Request for Quote other than the supply and placement of a new toilet block.

Council has delegated authority to the CEO 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 10% variation and within the \$value detailed in condition (c) on the Delegation, and to then negotiate minor variations with the successful tenderer before entering into a contract as outlined in *Local Government Functions and General Regulations 1996/20 (1) and (3)*.

A condition of the delegation is that tenders may only be accepted from panels of pre-qualified suppliers established, where the total consideration under the resulting contract is \$200,000 or less and the expense is included in the adopted Annual Budget.

Based on the evaluation of the quotes received the submission by Nature Play Solutions Pty Ltd was deemed to represent the best value for money, a total cost of \$498,920 for the 2020/21 financial year.

The Shire of Corrigin will need to seek revised quotes for the remaining phases of the Rotary Park Redevelopment to meet the detailed scope outlined in the Request for Quote since the quoted prices omitted items or included additional items that are not required.

## STATUTORY ENVIRONMENT

*Local Government Act 1995 section 3.57 – Tenders for providing goods or services*  
*Local Government (Functions and General) Regulations 1996 section 3.57 Part 4 – Provisions of Goods and Services, Division 2 – Tenders for Providing Goods and Services.*

## POLICY IMPLICATIONS

### 2.9 Purchasing Policy

Purchasing that exceeds \$250,000 in total value (excluding GST) must be put to public tender when it is determined that a regulatory tender exemption, as stated under 4.5 of this policy is not deemed to be suitable.

### 4.5 Tendering Exemptions

An exemption to publicly invite tenders may apply in the following instances:

- the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement.

## FINANCIAL IMPLICATIONS

The construction of the toilet block, entry statement, waste water connections as well as paths and landscaping as outlined in Phase 1 is included in the 2020/21 budget as part of the Drought Communities Project.

The final cost for the design and construction of the remaining phases of the Rotary Park Redevelopment would need to be requested in line with the detailed scope developed by the Shire of Corrigin.



**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Economic**

**A strong, diverse economy supporting agriculture, local business and attracting new industry**

**Outcome 1.3 – Well supported and diverse industry**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
1.3.1	Develop and implement an Economic and Tourism Strategy for the district	1.3.1.2	Implement Economic and Tourism Develop Strategy
		1.3.1.3	Economic and Tourism Develop strategies, programs and initiatives to be incorporated in Long Term Financial Plan and annual budgets

**Objective: Social**

**An effectively services, inclusive and resilient community**

**Outcome 3.1. An inclusive, welcoming and active community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
3.1.2	Continue to provide infrastructure to support social wellbeing of the community	3.1.3.1	Provide well serviced and maintained infrastructure that can be utilised by the community for the provision of social and wellbeing activities in accordance with asset management plan. Implement Economic and Tourism Develop Strategy

UNCONFIRMED

**Objective: Leadership  
Strong Governance and Leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(75/2021) Moved: Cr Weguelin**

**Seconded: Cr Jacobs**

*That Council:*

1. *Accepts the price submitted by Nature Play Solutions for the design and construction of Phase 1 of the Rotary Park Redevelopment at a total cost of \$498,920, excluding GST, based on the scope outlined in the RFO 18-2021.*
2. *Delegates the formation of the Contract to the Chief Executive Officer, subject to any variations (of a minor nature) prior to entry to Contract.*

**Carried 4/1**

*Before the motion was put to the vote Cr Gilmore foreshadowed an alternative motion to separate the design and construction of Phase 1 into separate parts.*

Cr Coppen entered the room at 4.02 pm.

UNCONFIRMED

## 8.2.6 LEMC COMMITTEE RECOMMENDATIONS - ADVERSE EVENT PLAN

Applicant:	Shire of Corrigin
Date:	12/05/2021
Reporting Officer:	Emma Shaw
Disclosure of Interest:	NIL
File Ref:	GS.0122
Attachment Ref:	Attachment 8.2.6 - Adverse Event Plan

### SUMMARY

As part of the Drought Communities Programme Extension 2020/2021 the Shire of Corrigin is required to submit an Adverse Event Plan. Caroline Robinson from 150 Square was engaged to prepare the plan and the plan was put to the Local Emergency Management Committee on 10 May 2021.

### BACKGROUND

The purpose of this plan is to provide detailed guidance to the Shire of Corrigin Council, staff and community to consider, prepare for and guide responses to events that directly and indirectly affect the shire of Corrigin.

This plan is considerate of the Shire's Local Emergency Management Committee (LEMC) plans and Local Emergency Management Arrangements. It is not a risk management or an emergency/incident plan.

### COMMENT

The Shire of Corrigin has developed this plan because:

1. Natural hazards are more frequent and intense;
2. Essential services are interconnected and interdependent;
3. People and Assets are more exposed and vulnerable;
4. Disaster impacts are long term and complex;
5. The costs of adverse events are growing; and
6. Momentum to address financial impacts of climate change is building.

The objectives of the plan are to:

- Consider risks and adverse plans and appropriate forward planning to mitigate them
- Bring community leaders, key service providers and Shire representatives together to plan together;
- Build capacity and resilience amongst the community and Shire leadership to adapt and cope with stresses and acute shocks caused by adverse events;
- Identify key strategies and actions to be undertaken by Council and other key service organisations to prepare for and manage adverse events that affect the Shire of Corrigin and
- Make the approach by Council towards adverse events consistent in dealing with adverse events.

### STATUTORY ENVIRONMENT

NIL

### POLICY IMPLICATIONS

NIL

### FINANCIAL IMPLICATIONS

The cost of the plan was \$600.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(76/2021) Moved: Cr Coppen**

**Seconded: Cr Veguljin**

*That Council adopt the Adverse Event Plan as a requirement of the Drought Communities Programme Extension 2020-2021.*

**Carried 6/0**

UNCONFIRMED

## 8.2.7 SELLING AGENCY AGREEMENT GRANITE RISE ESTATE

Applicant:	Shire of Corrigin
Date:	11/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	CP.0002
Attachment Ref:	NIL

### SUMMARY

This item seeks Council's endorsement of the selling agency agreement for the sale of vacant land in the Shire of Corrigin.

### BACKGROUND

The Shire of Corrigin developed 32 residential lots in the subdivision known as Granite Rise Estate in 2009. Council has made allowance in the 2020/21 Budget for the sale of lots in the Granite Rise Estate based on the reserve price as determined by Council in March 2020.

At the Ordinary Council meeting on 17 March 2020 Council agreed to extend the selling agency agreement with Nutrien Harcourts Real Estate as exclusive selling agent for the sale of Granite Rise Estate and vacant land in the Shire of Corrigin for one year.

During April and May the Shire of Corrigin invited Expressions of Interest from local and regional real estate agents for the sale of lots in the Granite Rise Estate over the next three years. Applicants were required to submit the following information:

1. Cover letter expressing interest.
2. Experience and recent sales record.
3. Agent resources, backup staff and administration support.
4. Sales approach or methodology.
5. Advertising strategy and estimate of advertising costs.
6. Commission fee.
7. Referees.



Initial demand for the blocks was very slow with only three blocks selling since the land was originally developed in 2009 with the last sale being in 2017. Over the past year there has been a strong increase in the demand for lots in the Granite Rise Estate largely due to increased marketing, discounted block values, COVID stimulus grants and cash back incentives from the Shire of Corrigin.

Landmark Harcourts were successful in selling three separate lots during 2020 with building expected to be completed by the end of 2021.

The market value of the vacant land was reviewed at the Ordinary Council meeting on 17 March 2020 and the following discounted reserve values were endorsed.

Lot No.	Street No.	Street Name	Area (m2)	Reserve
1	8	Lawton Way	802	sold
2	6	Lawton Way	801	\$ 43,840
3	4	Lawton Way	871	\$ 47,680
4	2	Lawton Way	887	\$ 53,360
5	8	Haydon Close	822	\$ 49,840
6	6	Haydon Close	874	\$ 47,840
7	4	Haydon Close	805	\$ 44,880
8	2	Haydon Close	805	\$ 44,080
9	1	Haydon Close	757	\$ 41,440
10	3	Haydon Close	775	\$ 42,480
11	5	Haydon Close	783	\$ 39,600
12	7	Haydon Close	715	\$ 44,000
13	8	Price Retreat	724	\$ 44,480
14	6	Price Retreat	769	\$ 42,160
15	4	Price Retreat	770	\$ 42,480
16	2	Price Retreat	756	sold
17	10	Lawton Way	813	sold
18	12	Lawton Way	813	sold
19	3	Abe Way	928	\$ 50,800
20	5	Abe Way	930	sold
21	7	Abe Way	931	\$ 50,960
22	1	Lindsay Rise	789	\$ 43,200
23	3	Lindsay Rise	742	sold
24	5	Lindsay Rise	747	\$ 40,880
25	2	Lindsay Rise	1490	\$ 81,600
26	4	Lindsay Rise	1517	\$ 82,960
27	6	Lindsay Rise	1516	\$ 83,040
28	8	Lindsay Rise	1516	\$ 83,040
29	10	Lindsay Rise	1515	\$ 83,040
30	12	Lindsay Rise	1515	\$ 82,960
31	14	Lindsay Rise	1515	\$ 82,960
32	16	Lindsay Rise	1508	\$ 82,560
33	18	Lindsay Rise	1380	\$ 80,320

At the Ordinary Council meeting on 17 March 2020 Council passed the following resolution:

The cash incentive would apply to existing private sales of land in the Granite Rise Estate and sales made between July 2020 and June 2022.

1. *Authorise the Chief Executive Officer to offer a cash incentive of \$2,500 (exc gst) for existing and new private sales of vacant land in the Granite Rise Estate until June 2022 and develop associated guidelines.*

**COMMENT**

The request for Expressions of Interest for the sale of lots in the Granite Rise Estate over the next three years was sent to five local and regional real estate agents. Three agents contacted the CEO to discuss the contract with only one submission received by the advertised closing date.

The proposal submitted by Nutrien Harcourts outlined their experience and proposed methodology to maximise the potential sale of the lots.

When disposing of property, a local government is required to comply with the provisions of s3.58 of the *Local Government Act 1995* whereby local government property is to be sold by public auction or tender. A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

- (a) it gives local public notice of the proposed disposition —
  - (i) describing the property concerned; and
  - (ii) giving details of the proposed disposition; and
  - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;and
- (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by a council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

UNCONFIRMED

**STATUTORY ENVIRONMENT**

Local Government Act 1995  
s. 3.58. Disposing of property

Local Government (Functions and General) Regulations  
s. 30. Dispositions of property excluded from Act

**POLICY IMPLICATIONS**

NIL

**FINANCIAL IMPLICATIONS**

Income from the sale of vacant land is included in the 2020/21 budget.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serves the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

UNCONFIRMED



**COUNCIL RESOLUTION**

**(77/2021) Moved: Cr Gilmore**

**Seconded: Cr Dickinson**

*That Council*

1. *Accepts the proposal submitted by Steve Wright of Landmark Harcourts to form a Contract as exclusive selling agent for the sale of Granite Rise Estate and vacant land in the Shire of Corrigin over the next three years at the following reserve prices.*

Lot No.	Street No.	Street Name	Area (m2)	Reserve
1	8	Lawton Way	802	sold
2	6	Lawton Way	801	\$ 43,840
3	4	Lawton Way	871	\$ 47,680
4	2	Lawton Way	887	\$ 53,360
5	8	Haydon Close	822	\$ 49,840
6	6	Haydon Close	874	\$ 47,840
7	4	Haydon Close	805	\$ 44,080
8	2	Haydon Close	805	\$ 44,080
9	1	Haydon Close	757	\$ 44,480
10	3	Haydon Close	775	\$ 42,480
11	5	Haydon Close	723	\$ 39,600
12	7	Haydon Close	715	\$ 44,000
13	8	Price Retreat	724	\$ 44,480
14	6	Price Retreat	769	\$ 42,160
15	4	Price Retreat	726	\$ 42,480
16	2	Price Retreat	726	sold
17	10	Lawton Way	813	sold
18	12	Lawton Way	813	sold
19	3	Abe Way	928	\$ 50,800
20	5	Abe Way	930	sold
21	7	Abe Way	931	\$ 50,960
22	1	Lindsay Rise	789	\$ 43,200
23	3	Lindsay Rise	742	sold
24	5	Lindsay Rise	747	\$ 40,880
25	2	Lindsay Rise	1490	\$ 81,600
26	4	Lindsay Rise	1517	\$ 82,960
27	6	Lindsay Rise	1516	\$ 83,040
28	8	Lindsay Rise	1516	\$ 83,040
29	10	Lindsay Rise	1515	\$ 83,040
30	12	Lindsay Rise	1515	\$ 82,960
31	14	Lindsay Rise	1515	\$ 82,960
32	16	Lindsay Rise	1508	\$ 82,560
33	18	Lindsay Rise	1380	\$ 80,320

2. *Delegates the formation of the Contract with Steve Wright of Nutrien Harcourts Real Estate to the Chief Executive Officer, subject to any variations (of a minor nature) prior to entry into the Contract.*

**Carried 6/0**

### 8.2.8 AMALGAMATION LOT 446 AND 447 MURPHY STREET CORRIGIN

Applicant:	Shire of Corrigin
Date:	11/05/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	CP.0034, A970, A971
Attachment Ref:	NIL

#### SUMMARY

Council is requested to consider a proposal to amalgamate 3 to 5 Murphy Street (Lot 446 and 447) Corrigin to facilitate the redevelopment of the Corrigin Wellness Centre.

#### BACKGROUND

The Shire of Corrigin has engaged an architect to assist with the redevelopment of the existing, outdated Corrigin Wellness Centre to incorporate new consulting rooms for the dentist and visiting allied health practitioners. The building was originally constructed in 1965 as a doctor's surgery and house. Over the years the residential component of the building has been modified to incorporate additional consulting rooms.

The eastern side of the building was upgraded and extended in 2012 to provide modern facilities for the Corrigin Medical Centre. The building is currently used by a visiting chiropractor, massage therapist, audiologist and optometrist. The rooms are outdated and no longer provide adequate facilities for the health professionals or their clients. The dental surgery located in Kirkwood Street is also outdated and no longer fit for purpose and the Wellness Centre Redevelopment proposes to incorporate rooms for the visiting dentist.

The existing Medical Centre and Wellness Centre share a common roof and the building straddles the common boundary between Lots 446 and 447 as shown in the aerial image below



During the upgrade of the Medical Centre on Lot 3 Murphy Street in 2012 the consultant town planner, Joe Douglas suggested that Shire consider making arrangements to amalgamate the lots into one (1) new separately titled lot as soon as possible to address this anomaly.

**COMMENT**

Lot 446 and 447 Murphy Street are owned by the Shire of Corrigin as freehold land. There is no record of the titles being amalgamated previously and this issue has again arisen with the proposed redevelopment of the Wellness Centre including re-roofing of the building.

If the lots are not amalgamated the design for the Wellness Centre will need to be modified to allow an area of separation between the two elements of the building and result in an inefficient use of the car port space.

The simplest and most cost effective way of amalgamating the land is to engage a licensed surveyor who will be able to submit an initial application to the WA Planning Commission and progress the application to the point where the new title for the amalgamated lots is in order for dealings at Landgate. Providing there are no issues or problems a new title will then be issued.

The process is likely to take six to nine months.

**STATUTORY ENVIRONMENT**

NIL

**POLICY IMPLICATIONS**

NIL

**FINANCIAL IMPLICATIONS**

The total cost to amalgamate the land and applications for a new title using the services of a solicitor or conveyancer once the amalgamated lot is in order for dealings is likely to cost approximately \$12,000 to \$15,000 excluding GST.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership  
Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COUNCIL RESOLUTION**

**(78/2021) Moved: Cr Coppen      Seconded: Cr Weguelin**

*That Council support the proposal to amalgamate 3-5 Murphy Street (Lots 446 and 447) to facilitate the redevelopment of the Corrigin Wellness Centre and request the Chief Executive Officer commence the application process for the issuing of a single title.*

**Carried 6/0**

## 8.2.9 DEVELOPMENT APPLICATION – PROPOSED NEW SINGLE HOUSE ON LOT 16 (NO.2) PRICE RETREAT, CORRIGIN

Applicant:	Evoke Living Homes on behalf of Connie Linda Philipps (Landowner)
Landowner:	As above
Location:	Lot 16 on Deposited Plan 61806 being No.2 Price Retreat, Corrigin
Date:	11 May 2021
Reporting Officer:	Mr Joe Douglas – Consultant Town Planner (Exurban Rural & Regional Planning)
Disclosure of Interest:	No interest to disclose
File Number:	PA 02-2021
Attachment Reference:	Attachment 8.2.9 – Development Application

### SUMMARY

This report recommends that Council grant conditional approval to a development application received from Evoke Living Homes on behalf of Connie Linda Philipps (Landowner) for a proposed new single house on Lot 16 (No.2) Price Retreat, Corrigin.

### BACKGROUND

The applicant is seeking Council's development approval for a proposed new single house on Lot 16 (No.2) Price Retreat, Corrigin. The new dwelling is a brand new, single storey transportable building comprising a total area of 146.40m<sup>2</sup> that was placed on the land in recent months pursuant to a building permit approval issued by the Shire of Corrigin.

Council's development approval was originally not required for the proposed dwelling as the plans submitted in support of the building permit application were fully compliant with the standards and requirements of the Shire's local planning framework (i.e. the proposal was exempt from the need for Council's development approval).

It is understood from discussion with the applicant that the new transportable dwelling was mistakenly sited on the land in the incorrect location following issuance of the building permit by the Shire. As such, the dwelling is no longer compliant with the Shire's local planning framework and now requires Council's development approval in order to remain in its current location.

The applicant has advised relocation of the dwelling to its original proposed location on the land is not the preferred option due to the significant cost of doing so and associated delay to completion of the contract with the landowner who is eager to take possession. In order to resolve the matter in a practical, cost effective and timely manner for the benefit of both parties, the applicant has prepared and lodged a development application requesting Council's approval to the dwelling in its current location on the land.

Lot 16 is a rectangular shaped lot comprising a total area of approximately 756m<sup>2</sup> located on the corner of Abe Way and Price Retreat in the eastern part of the Corrigin townsite (i.e. the Granite Rise Residential Estate which was developed by the Shire a number of years ago).

The property is gently sloping from west to east with a natural fall of approximately 0.6 metres across its full length and has direct frontage and access to Abe Way along its northern boundary and Price Retreat along its eastern boundary, both of which are sealed and drained local roads under the care, control and management of the Shire. The proposed new dwelling has been designed and sited with direct frontage and access to Price Retreat.



Location & Lot Configuration Plan (South Landgate)

Existing surrounding land uses are predominantly residential in nature comprising undeveloped 'Residential' zoned lots ranging in size from 715 to 1,516m<sup>2</sup>. The property is also located in close proximity to a number of 'Rural Residential' zoned lots located immediately east and south of Kunjin Street that are being used for a variety of purposes consistent with their historical use and/or zoning classification.

Council should note Lot 16 is not subject to inundation or flooding during extreme storm events, does not contain any native vegetation or sites of European or Aboriginal cultural heritage significance and has not been designated by the Fire and Emergency Services Commissioner of Western Australia as being bushfire prone.

**COMMENT**

Lot 16 is classified 'Residential' zone under the Shire of Corrigin Local Planning Scheme No.2 (LPS2) with a density code of R20.

Under the terms of LPS2 and clause 61(1) of the Deemed provisions for local planning schemes, the development of a single house, including any associated improvements such as carports, patios, pergolas, sheds and so on, is listed as being permitted (i.e. a 'P' use) on any land classified 'Residential' zone and therefore exempt from the requirement for development approval subject to:

- i) compliance with the deemed-to-comply provisions of the Residential Design Codes (R-Codes) or any overarching development standards prescribed in a local planning scheme; and
- ii) any such development not being located in a heritage-protected place.

An assessment of the proposal for Lot 16 against the relevant development standards contained in the R-Codes and LPS2 has confirmed the setback of the dwelling's proposed new carport to the land's southern-side boundary does not comply with the deemed-to-comply requirements of LPS2 and therefore requires Council's development approval.

Clause 31(14)(c)iii of LPS2 requires the roofing and guttering for any carport on land classified 'Residential' zone to have a minimum setback of 0.75 metres to a side boundary. Under the terms of the application received the proposed new carport on Lot 16 will have a 0.509 metre setback to the land's southern-side boundary which is 0.241 metres less than that required by LPS2.

In considering whether or not to approve this proposed variation to Clause 31(14)(c)iii of LPS2 Council must decide whether it is likely to have a detrimental impact upon the amenity and character of the immediate locality or any immediately adjoining or other nearby properties.

It is concluded, following detailed assessment of the application by the reporting officer, that the proposed boundary setback variation outlined above may be supported and approved by Council for the following reasons:

- i) The new carport is unlikely to have any adverse impact on the amenity of the local streetscape or the adjoining property immediately south in terms of its location, bulk and scale as the proposed variation to the minimum required setback is only minor in nature;
- ii) The new carport will not compromise the ability to provide adequate direct sun and ventilation to the proposed new dwelling and open space on the subject land or the adjoining property immediately south;
- iii) The new carport will not give rise to any overlooking and resultant loss of privacy on the adjoining property immediately south;
- iv) All stormwater from the gutters of the proposed carport is capable of being retained and disposed of on-site and / or directed to the road verge area for discharge into the local drainage system;
- v) The proposed new retaining wall along the land's southern-side boundary will ensure the difference in level between the floor of the proposed carport and associated driveway and the natural ground level of the adjoining property immediately south is suitably managed and won't compromise the ability for a new dwelling or any associated improvements to be constructed on this adjoining property; and
- vi) The potential fire risk is considered low given the construction materials proposed to be used (i.e. steel framing and cladding) and the land's significant separation distance to the nearest bushfire source.

In light of the above findings and conclusions, it is recommended Council exercise its discretion and approve the application subject to a range of conditions and advice notes to ensure the development proceeds in a proper and orderly manner.

#### **STATUTORY ENVIRONMENT**

*Planning and Development Act 2005 (as amended)*

*Planning and Development (Local Planning Schemes) Regulations 2015*

*Shire of Corrigin Local Planning Scheme No.2*

#### **POLICY IMPLICATIONS**

State Planning Policy 3.1 – *Residential Design Codes*

#### **FINANCIAL IMPLICATIONS**

Nil immediate financial implications for the Shire aside from the administrative costs associated with processing the application which are provided for in Council's annual budget and are offset by the development application fee paid by the applicant. All costs associated with the proposed development will be met by the applicant/landowner.

It is significant to note that should the applicant/landowner be aggrieved by Council's final decision in this matter, they have the right seek a formal review of that decision by the State Administrative Tribunal. Should this occur for whatever reason, which is considered highly unlikely in this particular instance, the Shire would need to respond. The cost to respond to an appeal cannot be determined at this preliminary stage but could be expected, based on the recent experience of other local government authorities in Western Australia, to range anywhere from \$5,000 to \$60,000 excluding GST depending upon how far the matter proceeds through the review process.

### COMMUNITY & STRATEGIC IMPLICATIONS

The proposal for Lot 16 is considered to be consistent with the following stated objective, outcome and strategy in the Shire of Corrigin Strategic Community Plan 2017-2027:

- i) *Environment Objective - An attractive natural and built environment for the benefit of current and future generations;*
- ii) *Environment Outcome 2.2 – A well-managed built environment; and*
- iii) *Environment Strategy 2.2.3 – Enhance and maintain our townscape*

### VOTING REQUIREMENT

Simple Majority

### COUNCIL RESOLUTION

**(79/2021) Moved: Cr Gilmore**      **Seconded: Cr McGeachin**

*That Council resolve to approve the development application submitted by Evoke Living Homes on behalf of Connie Linda Philipps (Landowner) for the new single house and associated carport structure on Lot 16 (North Price Retreat, Corrigin subject to the following conditions and advice notes:*

#### Conditions

1. *The proposed development shall be undertaken in a manner consistent with the information and plans submitted in support of the application subject to any modifications required as a consequence of any condition/s of this approval or otherwise approved by Council.*
2. *Any additional development which is not in accordance with the application the subject of this approval or any condition of approval will require the further approval of Council.*
3. *All stormwater collected from the roof of the dwelling and associated carport structure shall be managed and disposed of to the specifications and satisfaction of the Shire's Chief Executive Officer. No stormwater is permitted to be discharged from the development to the adjoining property immediately south.*
4. *The proposed new retaining wall along the southern side boundary of Lot 16 shall be constructed prior to installation of the new driveway on Lot 16, including any associated earthworks, and must not encroach upon any portion of the adjoining property immediately south.*
5. *The carport shall remain unenclosed unless otherwise approved by Council. A door may be installed along its front façade without the need for any further development approval from Council provided any such door is visually permeable.*
6. *The sub-floor area around the periphery of the dwelling shall be backfilled to the lower edges of its floor slab or enclosed with brick, stone, vermin proof battens or other means acceptable to the Shire's Chief Executive Officer within six (6) months of the date of this approval unless otherwise approved by the local government.*

Advice Notes

1. *This approval is not an authority to ignore any constraint to development on the land which may exist through contract or on title, such as an easement or restrictive covenant. It is the responsibility of the applicant and landowner and not the Shire to investigate any such constraints before commencing development. This approval will not necessarily have regard to any such constraint to development, regardless of whether or not it has been drawn to the Shire's attention.*
2. *This is a development approval of the Shire of Corrigin under its Local Planning Scheme No.2. It is not a demolition or building permit or an approval to commence or carry out development under any other law. It is the responsibility of the applicant and landowner to obtain any other necessary approvals, consents, permits and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.*
3. *In accordance with the Building Act 2011 and Building Regulations 2012, a suitable application to amend the original approved building permit application for the dwelling and associated carport structure must be submitted to and approved by the Shire's Building Surveyor. For further advice and guidance in this regard please contact Mr Peter Hulme on 9257 9941 or [peter.hulme@kalamunda.wa.gov.au](mailto:peter.hulme@kalamunda.wa.gov.au)*
4. *The dwelling and associated carport structure are required to comply in all respects with the National Construction Code of Australia. Plans and specifications which reflect these requirements are required to be submitted with the application referred to in Advice Note No.3 above.*
5. *Failure to comply with any of the conditions of this development approval constitutes an offence under the provisions of the Planning and Development Act 2005 and the Shire of Corrigin Local Planning Scheme No.2 and may result in legal action being initiated by the local government.*
6. *If the applicant/landowner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be submitted within 28 days of the determination.*

**Carried 6/0**

UNCONSIDERED



**COUNCIL RESOLUTION**

**(80/2021) Moved: Cr Jacobs**

**Seconded: Cr Dickinson**

That council allow a late item.

**Carried 6/0**

**8.2.10 LATE ITEM - ADDITION TO FEES AND CHARGES 2020/2021**

Applicant:	Shire of Corrigin
Date:	14/05/2021
Reporting Officer:	Karen Wilkinson, Senior Finance Officer
Disclosure of Interest:	NIL
File Ref:	FM.0183
Attachment Ref:	NIL

**SUMMARY**

Council is asked to consider adopting an additional charge in the schedule of Fees and Charges for 2020/21.

**BACKGROUND**

Recently a road construction company approached Council staff in regards to accessing water from the Bulyee water tanks for their project. Three water tanks were installed by the Shire when the Bulyee Road reconstruction project commenced several years ago. The water is pumped to these tanks from the well nearby.

**COMMENT**

Council's fees and charges are reviewed annually and when required. Currently there is no fee and charge for the supply of water apart from standpipe water which is based on charges from the Water Corporation. As this water is not supplied via a standpipe system it is required to set an additional fee for water supply.

**STATUTORY ENVIRONMENT**

6.16. *Imposition of fees and charges*

(1) *A local government may impose\* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.*

*\* Absolute majority required.*

(2) *A fee or charge may be imposed for the following —*

(a) *providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;*

(b) *supplying a service or carrying out work at the request of a person;*

(c) *subject to section 5.94, providing information from local government records;*

(d) *receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;*

(e) *supplying goods;*

(f) *such other service as may be prescribed.*

(3) *Fees and charges are to be imposed when adopting the annual budget but may be*

(a) *imposed\* during a financial year; and*

(b) *amended\* from time to time during a financial year.*

*\* Absolute majority required.*

6.19. Local government to give notice of fees and charges

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

**POLICY IMPLICATIONS**

2.13 Budget consideration/preparation

**FINANCIAL IMPLICATIONS**

Revenue raised from fees and charges

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council services the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**Outcome 4.2 - An effective and efficient organisation**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.2.2	Continue to improve operational efficiencies and provide effective services	4.2.2.1	Review delivery of services for operational and cost effective efficiencies
		4.2.2.2	Set appropriate Fees & Charges for applicable services that promote the use of services and limits the reliance of rate funding.

**VOTING REQUIREMENT**

Absolute Majority

**COUNCIL RESOLUTION**

**(81/2021) Moved: Cr Weguelin**

**Seconded: Cr Jacobs**

That Council adopt the water usage charge from the Bulyee water tanks at \$2 per kilolitre to be added to the Schedule of Fees and Charges for the 2020/21 financial year effective as of 18 May 2021.

**Carried by Absolute Majority 6/0**

**9 CHIEF EXECUTIVE OFFICER REPORT**

The CEO informed Council of the recent participation in a WALGA video promoting the Shire of Corrigin.

**10 PRESIDENT'S REPORT**

The President thanked everyone who organised and attended the ANZAC Day dawn service. The service was excellent and well attended by the community.

The President attended a Central Country Zone Meeting and noted that WALGA has taken on the secretariat support to the zone for the next 12 months.

**11 COUNCILLORS' QUESTIONS, REPORTS AND INFORMATION ITEMS**

**12 URGENT BUSINESS APPROVED BY THE PRESIDENT OR BY A DECISION OF THE COUNCIL**

**13 INFORMATION BULLETIN**

**14 WALGA AND CENTRAL ZONE MOTIONS**

**15 NEXT MEETING**

Ordinary Council meeting on Tuesday 15 June 2021 at 3.00pm.

**16 MEETING CLOSURE**

The President, Cr Des Wickey closed the meeting at 4.23pm.

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

UNCONFIRMED



# MINUTES

AUDIT AND RISK MANAGEMENT  
COMMITTEE MEETING  
**6:00pm Tuesday 8 June 2021**

This document can be made available (on request) in other formats for people with a disability

*Strengthening our community now to grow and prosper into the future*

## TERMS OF REFERENCE

### Regulation 16 of the *Local Government (Audit) Regulations 1996* states that:

An audit committee —

- a) is to provide guidance and assistance to the local government —
  - i. as to the carrying out of its functions in relation to audits carried out under Part 7 of the Act; and
  - ii. as to the development of a process to be used to select and appoint a person to be an auditor; and
- b) may provide guidance and assistance to the local government as to —
  - i. matters to be audited; and
  - ii. the scope of audits; and
  - iii. its functions under Part 6 of the Act; and
  - iv. the carrying out of its functions relating to other audits and other matters related to financial management; and
- c) is to review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to —
  - i. report to the council the results of that review; and
  - ii. give a copy of the CEO's report to the council.

### 1.0 INTRODUCTION

The Council of the Shire of Corrigin (hereinafter called the "Council") hereby establishes a committee under the powers given in Section 5.8 and Section 7.1 A of the *Local Government Act 1995*, *Local Government Amendment Act 2004* and *Audit Regulations*, such committee to be known as the Audit and Risk Management Committee, (hereinafter called the "Committee"). The Council appoints to the Committee those persons whose names appear in Section 4.0 below.

Membership of the Committee shall, unless otherwise specified, be for a term ceasing at the date of the Local Government election in the year the Shire's local government elections are held, after which time the Council may appoint members for a further term. The Committee shall act for and on behalf of Council in accordance with provisions of the *Local Government Act 1995*, the *Local Government Amendment Act 2004* and the *Local Government (Audit) Amendment Regulations 2005*, local laws and policies of the Shire of Corrigin and this Instrument.

### 2.0 NAME

The name of the Committee shall be the Audit and Risk Management Committee.

### 3.0 ROLE

The Committee's role is to report to Council and provide appropriate advice and recommendations on matters relevant to its objectives in order to facilitate decision-making by Council in relation to the discharge of its responsibilities.

#### **4.0 OBJECTIVES OF THE COMMITTEE**

- 4.1 To provide guidance and assistance to the Council in:
- a) carrying out its audit functions under Part 7 of the *Local Government Act 1995*;
  - b) the development of a process to be used to select and appoint an auditor;
  - c) determining the scope and content of the external and internal audit and advising on the general financial management of the Shire;
  - d) overseeing the audit process and meeting with the external auditor after each visit to discuss management issues and monitoring administration's actions on, and responses to, any significant matters raised by the auditor;
  - e) evaluating and making recommendations to Council on internal and external audit reports prior to them being presented to Council;
  - f) receiving and verifying the annual Local Government Statutory Compliance Return;
  - g) review reports provided by the CEO on the Shire's systems and procedures in relation to:
    - i. risk management;
    - ii. internal control; and
    - iii. legislative compliance;
  - h) at least once every 3 years and report to Council the results of that review. Ref: Functions of Audit Committees (Audit Regulations).
- 4.2 To advise Council on significant high level strategic risk management issues related to the Shire of Corrigin including issues involving:
- a) the community;
  - b) the workforce;
  - c) vehicles and plant;
  - d) buildings and similar property;
  - e) revenue streams;
  - f) legal liability;
  - g) electronically stored information;
  - h) environmental impact;
  - i) fraud; and
  - j) reputation.

#### **5.0 MEMBERSHIP**

The Committee shall consist of all Councillors. Additionally up to two independent consultants with expertise in financial or legal matters will be called upon as required to provide additional independent external advice to the Committee. The external independent persons will have senior business, legal or financial management/reporting knowledge and experience, and be conversant with the financial and other reporting requirements.

Appointments of external consultants shall be made by the CEO following a decision of Council and the allocation of sufficient funds to provide consultation fees using relevant professional fee schedules. No member of staff including the CEO is to be a member of the Committee, but the CEO may participate as Council's principal advisor, unless expressly excluded by resolution of the Committee.

## **6.0 PRESIDING MEMBER**

The President will take the role of Presiding Member and Deputy President the role of Deputy Presiding Member to conduct its business. The Presiding Member shall ensure that minutes of the proceedings are kept and that business is conducted in accordance with the Shire of Corrigin Standing Orders (Local Law). The *Local Government Act 1995* places responsibility for speaking on behalf of Council with the President, or the CEO if the President agrees. The Presiding Member if different from the President is to refrain from speaking publicly on behalf of the committee or Council, or to issue any form of written material purporting to speak on behalf of the committee or Council without the prior approval of the President.

## **7.0 CONDUCT OF MEETINGS**

The Committee shall meet at least three times per year. A schedule of meetings will be developed and agreed to by the members. As an indicative guide, meetings would be arranged to coincide with relevant Council reporting deadlines, for example in February to discuss the Statutory Compliance Return, in July to discuss the year's financial performance and to discuss the annual audit program and in November to discuss the Annual Financial Report. Additional meetings shall be convened at the discretion of the Presiding Member.

Any three members of the Committee collectively or the internal or external auditor themselves may request the Presiding Member to convene a meeting. From a time management point of view, urgent matters which may arise should be referred directly to Council through the bi-monthly meetings or to a Special Council meeting.

- 7.1 Notice of meetings shall be given to members at least 3 days prior to each meeting.
- 7.2 The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall, not later than 5 days after each meeting, provide Council with a copy of such minutes. Council shall provide secretarial and administrative support to the Committee.
- 7.3 All members of the Committee shall have one vote. If the vote of the members present is equally divided, the person presiding must cast a second vote.
- 7.4 The Chief Executive Officer should attend all meetings, except when the Committee chooses to meet in camera with the exclusion of the CEO.
- 7.5 Representatives of the external auditor should be invited to attend at the discretion of the Committee but must attend meetings either in person or by telephone link up considering the draft annual financial report and results of the external audit.
- 7.6 The internal auditor or representative shall be invited to attend meetings, at the discretion of the Committee, to consider internal audit matters.

## **8.0 QUORUM**

Quorum for a meeting shall be at least 50% of the number of officers, whether vacant or not. A decision of the Committee does not have effect unless a simple majority has made it.

## **9.0 DELEGATED POWERS**

The Committee has no delegated powers under the *Local Government Act 1995* and is to advise and make recommendations to Council only. The Audit and Risk Management Committee is a formally appointed committee of Council and is responsible to that body. The Audit and Risk Management Committee does not have executive powers or authority to implement actions in areas over which management has responsibility and does not have any delegated financial responsibility. The Committee does not have any management functions and is therefore independent of management.

The following guidelines are to provide further direction from Council for the operation of the Committee:

### **9.1 The External Audit**

The Committee shall:

- Develop the process of appointment of the external auditor and recommend a suitable Auditor for appointment by Council. Prior to appointment, discuss the scope of the audit and any additional procedures required from the external auditor. Invite the external auditor to attend audit committee meetings to discuss the audit results and consider the implications of the external audit findings.
- Inquire of the auditor if there have been any significant disagreements with management and whether they have been resolved.
- Monitor management responses to the auditor's findings and recommendations.
- Review the progress by management in implementing audit recommendations and provide assistance on matters of conflict.
- Provide a report and recommendations to Council on the outcome of the external audit.

### **9.2 Co-ordination of Auditors**

The Committee shall:

- Oversee the work of the internal audit function to facilitate co-ordination with the external auditor.
- Meet periodically with the Chief Executive Officer, senior management staff and internal and external auditors to understand the organisation's control environment and processes.

### **9.3 Duties and Responsibilities**

The following duties and responsibilities of the Committee will include:

- i. To review the scope of the internal audit plan and program and the effectiveness of the function. This review should consider whether, over a period of years the internal audit plan systematically addresses:
  - internal controls over significant areas of risk, including non-financial management control systems;
  - internal controls over revenue, expenditure, assets and liability processes;
  - the efficiency, effectiveness and economy of significant Council programs; and
  - compliance with regulations, policies, best practice guidelines, instructions and contractual arrangements.
- ii. Review the appropriateness of special internal audit assignments undertaken by internal audit at the request of Council or Chief Executive Officer.
- iii. Review the level of resources allocated to internal audit and the scope of its authority.
- iv. Review reports of internal audit and the extent to which Council and management react to matters raised by internal audit, by monitoring the implementation of recommendations made by internal audit.
- v. Facilitate liaison between the internal and external auditor to promote compatibility, to the extent appropriate, between their audit programs.
- vi. Critically analyse and follow up any internal or external audit report that raises significant issues relating to risk management, internal control, financial reporting and other accountability or governance issues, and any other matters relevant under the Committee's terms of reference.
- vii. Review management's response to, and actions taken as a result of the issues raised.
- viii. Monitor the risk exposure of Council by determining if management has appropriate risk management processes and adequate management information systems.
- ix. Monitor ethical standards and related party transactions by determining whether the systems of control are adequate.
- x. Review Council's draft annual financial report, focusing on:
  - accounting policies and practices;
  - changes to accounting policies and practices;



- the process used in making significant accounting estimates;
  - significant adjustments to the financial report (if any) arising from the audit process;
  - compliance with accounting standards and other reporting requirements;
  - significant variances from prior years.
- xi. Recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the financial report is signed.
- xii. Discuss with the external auditor the scope of the audit and the planning of the audit.
- xiii. Discuss with the external auditor issues arising from the audit, including any management letter issued by the auditor and the resolution of such matters.
- xiv. Review tendering arrangements and advise Council.
- xv. Review the annual performance statement and recommend its adoption to Council.
- xvi. Review issues relating to national competition policy, financial reporting by Council business units and comparative performance indicators.
- xvii. Identify and refer specific projects or investigations deemed necessary through the Chief Executive Officer, the internal auditor and the Council if appropriate. Oversee any subsequent investigation, including overseeing of the investigation of any suspected cases of fraud within the organisation.
- xviii. Monitor the progress of any major lawsuits facing the Council.
- xix. Address issues brought to the attention of the Committee, including responding to requests from Council for advice that are within the parameters of the Committee's terms of reference.
- xx. Report to Council after each meeting, in the form of minutes or otherwise, and as necessary and provide an annual report to Council summarising the activities undertaken during the year.
- xxi. The Committee in conjunction with Council and the Chief Executive Officer should develop the Committee's performance indicators.
- xxii. The Committee, through the Chief Executive Officer and following authorisation from the Council, and within the scope of its responsibilities, may seek information or obtain expert advice on matters of concern.
- xxiii. Advise Council on significant risk management issues related to the Shire of Corrigin including major issues involving:
- The Community;
  - The Workforce;
  - Vehicles and Plant;
  - Buildings and Similar Property;
  - Revenue Streams;
  - Legal Liability;
  - Electronically Stored Information;
  - Environmental Impact;
  - Fraud; and
  - Reputation.
- xxiv. Review reports on the appropriateness and effectiveness of the Shire's systems and procedures in relation to:
- Risk management;
  - Internal control; and
  - Legislative compliance and report to Council.

#### **9.4 Reporting Powers**

The Committee:

- Shall report to Council and provide recommendations on matters pertaining to its terms of reference by assisting elected members in the discharge of their responsibilities for oversight and corporate governance of the local government.
- Does not have executive powers or authority to implement actions in areas that management has responsibility.
- Is independent of the roles of the Chief Executive Officer and his senior staff as it does not have any management functions.
- Does not have any role pertaining to matters normally addressed by the Local Emergency Management Committee and Council in relation to financial management responsibilities in relation to budgets, financial decisions and expenditure priorities.
- Is a separate activity and does not have any role in relation to day-to-day financial management issues or any executive role or power.
- Shall after every meeting forward the minutes of that meeting to the next Ordinary meeting of the Council, including a report explaining any specific recommendations and key outcomes.
- Shall report annually to the Council summarising the activities of the Committee during the previous financial year.

#### **10.0 TERMINATION OF COMMITTEE**

Termination of the Committee shall be:

- a) in accordance with the *Local Government Act 1995*; or
- b) at the direction of the Council.

#### **11.0 AMENDMENT TO THE INSTRUMENT OF APPOINTMENT AND DELEGATION**

This document may be altered at any time by the Council.

#### **12.0 COMMITTEE DECISIONS**

The Committee recommendations are advisory only and shall not be binding on Council

**1 DECLARATION OF OPENING**

The President, Cr Des Hickey opened the meeting at 6.05pm

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

Shire President

Cr. D Hickey  
Cr. S Jacobs  
Cr. S Coppen  
Cr. F Gilmore  
Cr. J Mason (by telephone)

Chief Executive Officer

N A Manton

Deputy Chief Executive Officer

K A Caley

Office Auditor General, Director Financial Audit

S Hoar

AMD Chartered Accountants, Auditor Director

M Cavallo

**APOLOGIES**

**LEAVE OF ABSENCE**

NIL

**3 DECLARATIONS OF INTEREST**

NIL

**4 CONFIRMATION AND RECEIPT OF MINUTES**

**4.1 CONFIRMATION AUDIT AND RISK MANAGEMENT COMMITTEE MEETING**

Minutes of the Audit and Risk Management Committee meeting held on Tuesday 9 March 2021 (Attachment 4.1).

**COMMITTEE'S RESOLUTION**

**Moved: Cr Jacobs**

**Seconded: Cr Gilmore**

*That the Minutes of the Audit and Risk Management Committee meeting held on Tuesday 9 March 2021 (Attachment 4.1) be confirmed as a true and correct record.*

**Carried 5/0**

**5 MATTERS ARISING FROM MINUTES**

**6 REPORTS**

NIL

## 7 MATTERS REQUIRING A COMMITTEE DECISION

### 7.1 INTERNAL AUDIT - APPOINTMENT OF AUDITOR

Applicant:	Shire of Corrigin
Date:	24/05/2021
Reporting Officer:	Kylie Caley, Deputy Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0274
Attachment Ref:	Attachment 7.1 – Audit Firm Appointed 2021

#### SUMMARY

This item requests that the Audit and Risk Management Committee acknowledge the responsibility for the audit to be conducted by the Office of the Auditor General for the current and subsequent financial years.

#### BACKGROUND

The CEO has received correspondence from the Office of the Auditor General confirming the arrangements for the Audit of the Annual Financial Report for the 2020/2021 financial year and subsequent years.

AMD Chartered Accountants (AMD) has been engaged by the Office of the Auditor General to conduct the audits for a three year period commencing with the 2020/2021 audit.

A copy of the correspondence is provided at Attachment 7.1.

#### COMMENT

The Shire of Corrigin Council and the Chief Executive Officer are required to acknowledge responsibility for the following:

- a. keeping proper accounts and records
- b. the preparation and fair presentation of the annual financial report in accordance with the *Local Government Act 1995* (the Act), *Local Government (Financial Management) Regulations 1996* and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards
- c. such internal control as management determines is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error
- d. providing you with:
  - (i) access to all information that is relevant to the preparation of the financial report such as records, documentation and other matters;
  - (ii) additional information that you may request from us for the purpose of the audit; and
  - (iii) unrestricted access to persons within the Shire from whom you determine it necessary to obtain audit evidence.
- e. the preparation of other information included in the Shire's annual report that is consistent with the financial report, and which does not contain any material misstatements.

As part of the audit process, the auditor will also request, from the Chief Executive Officer and the Deputy Chief Executive Officer written confirmation concerning representations made in connection with the audit.

**STATUTORY ENVIRONMENT**

Local Government Act 1995

Local Government (Audit) Regulations 1996

**POLICY IMPLICATIONS**

8.11 Audit and Risk Management Committee

**FINANCIAL IMPLICATIONS**

Provision for \$45,900 for the costs associated with the 2020/2021 Interim and Annual Audit will be made in the 2021/2022 Annual Budget.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**

**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Absolute Majority

**COMMITTEE'S RESOLUTION**

**Moved: Cr Gilmore                      Seconded: Cr Mason**

*That the Audit and Risk Management Committee acknowledge the responsibilities for the audit to be conducted by AMD Chartered Accountants on behalf of the Office of the Auditor General for the year ending June 2021 including the responsibilities of the President and CEO.*

**Carried by Absolute Majority 5/0**

## 7.2 MEETING WITH AUDITOR

Applicant:	Shire of Corrigin
Date:	24/05/2020
Reporting Officer:	Kylie Caley, Deputy Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0274
Attachment Ref:	Attachment 7.2 - Audit Planning Summary - Confidential

### SUMMARY

The Shire of Corrigin Audit and Risk Management Committee is required to meet with the auditor annually.

### BACKGROUND

AMD Chartered Accountants (AMD) have been engaged by the Office of the Auditor General (OAG) Western Australia to perform an audit of the Shire of Corrigin's annual financial report for the year ending 30 June 2021.

An Audit Planning Summary has been prepared and sets out the proposed strategy for the audit. The key purpose of this memorandum are to:

- set out the audit scope and approach in summary;
- identify and communicate the key audit risk areas which we expect to be the focus of the audit procedures; and
- promote effective communication between the auditor and those charged with governance.

Representatives from the OAG and AMD will meet with the audit committee to provide an overview of the audit process for 2021 and respond to questions from committee members

Mr Steven Hoar, OAG Director Financial Audit and Ms Maria Cavallo, Auditor Director, AMD, will attend the meeting by telephone.

### COMMENT

The interim audit was conducted 10 to 11 May 2021 and the final visit is booked for the period 20 to 22 September 2021. The annual report is expected to be finalised in November 2021 ready for endorsement at the Council meeting on 21 December 2021.

### STATUTORY ENVIRONMENT

*Local Government Act 1995 Part 7*

*Local Government (Audit) Regulations 1996*

### POLICY IMPLICATIONS

8.11 Audit and Risk Management Committee

8.12 Appointment of an Auditor

### FINANCIAL IMPLICATIONS

Provision for \$45,900 for the costs associated with the 2020/2021 Interim and Annual Audit will be made in the 2021/2022 Annual Budget.

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.2	Undertake strategic planning and ensure legislative compliance	4.1.2.1	Review Council's Community Strategic Plan to ensure it remains aligned to the community's vision, aspirations and desired outcomes
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.2.2	Annual review of Council's policies and Corporate Business Plan
		4.1.2.3	Regular review of Integrated Planning and Reporting documents and informing strategies including Long Term Financial Plan, Asset Management Plan and Workforce Plan
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COMMITTEE'S RESOLUTION**

**Moved: Cr Mason                      Seconded: Cr Gilmore**

*That the Audit and Risk Management Committee endorse the Audit Planning Summary outlining the scope, approach and key deliverables of the audit of the annual financial report for the year ending 30 June 2021.*

**Carried 5/0**

### 7.3 FRAUD AND ERROR ASSESSMENT BY THE AUDIT AND RISK MANAGEMENT COMMITTEE

Applicant:	Shire of Corrigin
Date:	3/06/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0274
Attachment Ref:	Attachment 7.3 Fraud and Error Checklist

#### SUMMARY

The Shire of Corrigin Audit and Risk Management Committee is requested to consider the risk and error assessment checklist as required for the 2020/21 audit.

#### BACKGROUND

In performing the audit engagement, the Australian Auditing Standards require the auditor, AMD Chartered Accountants (AMD) on behalf of the Office of the Auditor General (OAG), to consider the risk that fraud or error could occur within the Shire of Corrigin for the year ended 30 June 2021.

The standards require the auditor to make enquiries of those charged with governance of the risk of fraud or error within the organisation.

The fraud and error assessment checklist requires the Chief Executive Officer to answer a series of questions prior to the finalisation of the audit.

#### COMMENT

The Audit and Risk Management Committee will meet with representatives of the OAG and AMD on 9 June 2021.

The interim audit was conducted 10 to 11 May 2021 and the final visit is booked for the period 20 to 22 September 2021.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995 (WA)*

*Local Government (Audit) Regulations 1996*

Part 7 of the Act and the *Local Government (Audit) Regulations 1996* (the Regulations) outlines the duties of the local government with respect to audits –

- a) the local government is to do everything in its power to –
  - i. assist the auditor to conduct an audit and carry out his or her other duties under the Act; and
  - ii. ensure that audits are conducted successfully and expeditiously;
- b) a local government is to meet with its auditor at least once in every year;

#### POLICY IMPLICATIONS

8.11 Audit and Risk Management Committee

8.12 Appointment of an Auditor, Scope of Works and Notification of Appointments

#### FINANCIAL IMPLICATIONS

The indicative fee for the 2021 audit is expected to be approximately \$49,500 (exc gst).



**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.2	Undertake strategic planning and ensure legislative compliance	4.1.2.1	Review Council's Community Strategic Plan to ensure it remains aligned to the community's vision, aspirations and desired outcomes
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.2.2	Annual review of Council's policies and Corporate Business Plan
		4.1.2.3	Regular review of Integrated Planning and Reporting documents and informing strategies including Long Term Financial Plan, Asset Management Plan and Workforce Plan
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COMMITTEE'S RESOLUTION**

**Moved: Cr Jacobs                      Seconded: Cr Coppen**

*That the Audit and Risk Management Committee note the responses outlined in the Fraud and Error Checklist for the financial year ending 30 June 2021.*

**Carried 5/0**

S Hoar and M Cavallo left the meeting at 6.26pm.

#### **7.4 INTERNAL AUDIT – RISK MANAGEMENT REVIEW**

Applicant:	Shire of Corrigin
Date:	26/05/2021
Reporting Officer:	Heather Talbot, Governance Project Officer
Disclosure of Interest:	NIL
File Ref:	RM.0006
Attachment Ref:	Attachment 7.4 – Risk Management Review Dashboard

#### **SUMMARY**

This Internal Audit - Risk Management Review report seeks to provide an update on the assessment, impact and controls to mitigate risks using a risk management tool.

#### **BACKGROUND**

Council adopted a Risk Management Framework - Policy and Procedures on 16 June 2020 to document the Shire's commitment and objectives regarding managing risk that may impact the Shire's strategies, goals or objectives.

The Risk Management Review Dashboard summaries the following risks:

- Asset Sustainability
- Business and Community Disruption
- Compliance Requirements
- Document Management
- Employment Practices
- Engagement Practices
- Environmental Management
- Errors, Omissions and Delays
- External theft and fraud
- Management of Facilities/Venues and Events
- IT Communication systems
- Misconduct
- Project/ Change Management
- Safety and Security practices
- Supplier Contract management

#### **COMMENT**

Internal risk management reviews are completed twice per annum with the previous report in October 2020.

#### **STATUTORY ENVIRONMENT**

*Local Government (Audit) Regulations 1996*

Section 17 CEO to review certain systems and procedures

#### **POLICY IMPLICATIONS**

3.1 Risk Management Policy

#### **FINANCIAL IMPLICATIONS**

NIL

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**  
**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COMMITTEE’S RESOLUTION**

**Moved: Cr Jacobs**

**Seconded: Cr Coppen**

*That the Audit and Risk Management Committee receive the updated Internal Audit Risk Management Report-Dashboard update.*

**Carried 5/0**

## 7.5 AUDITOR GENERAL'S REPORT – REGULATION AND SUPPORT OF THE LOCAL GOVERNMENT SECTOR

Applicant:	Shire of Corrigin
Date:	1/06/2021
Reporting Officer:	Natalie Manton, Chief Executive Officer
Disclosure of Interest:	NIL
File Ref:	FM.0210
Attachment Ref:	Attachment 7.6 - Western Australian Auditor General's Report Regulation and Support of Local Government Sector

### SUMMARY

The Audit and Risk Management Committee is asked to receive and note the report from the Office of the Auditor General (OAG) on the regulation and support of the local government sector.

### BACKGROUND

The Auditor General's Audit Results Report on the regulation and support of the local government sector was tabled in Parliament on 30 April 2021.

This audit assessed whether the Department of Local Government, Sport and Cultural Industries effectively regulates and supports the local government sector.

It focused on how the Department fulfils its regulatory functions under the *Local Government Act 1995* and the support activities it provides to Western Australian local governments and regional councils.

The report found that the Department was not providing efficient and effective regulation and support to the local government sector and lacked fundamental aspects of a good regulatory framework. It was not effectively using the available information to assess the risk of non-compliance in the sector or to identify the areas where support was most required.

The audit found that the Department was not addressing risks to the delivery of regulatory and support services. The Department was found to not have a plan that links its regulatory and support activities into achieving its overall objectives for the sector and does not have targets and measures in place to track its delivery and performance. This means that the Department's regulatory intervention was found to be reactive to emerging issues, rather than preventing breakdowns in governance.

### COMMENT

While there are no direct references to Shire of Corrigin in the report the recommendations outlined in the report will impact on the shire.

The recommendations outlined in the report are expected to benefit the Shire of Corrigin through increased information, support and advice.

The shire can expect that there will be an increase in proactive regulation and measurement of compliance to ensure that local governments provide good government and services to their communities.

### STATUTORY ENVIRONMENT

Auditor General Act 2006 s.25.

### POLICY IMPLICATIONS

8.11 Audit and Risk Management Committee

**FINANCIAL IMPLICATIONS**

NIL

**COMMUNITY AND STRATEGIC OBJECTIVES**

Shire of Corrigin Strategic Community Plan 2017-2027 and Corporate Business Plan 2018-2022:

**Objective: Leadership**

**Strong Governance and leadership**

**Outcome 4.1 - A strategically focussed dynamic Council serving the community**

Strategic Community Plan		Corporate Business Plan	
Outcome	Strategies	Action No.	Actions
4.1.3	Maintain accountability and financial responsibility to ensure the stability of the Shire	4.1.3.1	Council maintain financial stability
		4.1.3.3	Provide Council adequate and appropriate financial information on a timely basis

**VOTING REQUIREMENT**

Simple Majority

**COMMITTEE'S RESOLUTION**

**Moved: Cr Coppen**

**Seconded: Cr Gilmore**

*The Audit and Risk Management Committee receives and notes the report from the Office of the Auditor General titled Regulation and Support of the Local Government Sector.*

**Carried 5/0**

**8 NEXT MEETING**

Next meeting to be held on Tuesday 20 July 2021 following Ordinary Council Meeting to receive the Interim Audit findings.

Audit and Risk Management Committee meeting on Tuesday 14 December 2021 at 6.00pm.

**9 MEETING CLOSURE**

President, Cr Hickey closed the meeting at 6.34pm.

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

**LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL FOR THE MONTH OF MAY 2021**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>BANK</b>
EFT16162	13/05/2021	PUBLIC TRANSPORT AUTHORITY	TRANSWA TICKET SALES FOR APRIL 2021	\$ 48.47	TRUST
EFT16163	13/05/2021	SHIRE OF CORRIGIN - MUNICIPAL	TRANSWA TICKET COMMISSIONS FOR APRIL 2021	\$ 12.08	TRUST
20611	06/05/2021	SHIRE OF CORRIGIN	PAYROLL DEDUCTIONS	\$ 191.00	MUNI
20612	06/05/2021	SHIRE OF CORRIGIN	PAYROLL CASH PAYMENT	\$ 346.20	MUNI
20613	11/05/2021	SHIRE OF CORRIGIN	CONTAINERS FOR CHANGE SCHEME FLOAT RECOUP	\$ 376.40	MUNI
20614	13/05/2021	FINDLEY FAMILY SUPPORT	PAYMENT CANCELLED - PRINTING ERROR	\$ -	MUNI
20615	13/05/2021	FINDLEY FAMILY SUPPORT	BOND REFUND	\$ 50.00	MUNI
20616	18/05/2021	SHIRE OF CORRIGIN	CONTAINERS FOR CHANGE SCHEME FLOAT RECOUP	\$ 182.10	MUNI
20617	20/05/2021	SHIRE OF CORRIGIN	PAYROLL CASH PAYMENT	\$ 262.25	MUNI
20618	20/05/2021	SHIRE OF CORRIGIN	PAYROLL DEDUCTIONS	\$ 191.00	MUNI
20619	25/05/2021	SHIRE OF CORRIGIN	CONTAINERS FOR CHANGE SCHEME FLOAT RECOUP	\$ 143.70	MUNI
20620	25/05/2021	SYNERGY	ELECTRICITY CHARGES	\$ 4,049.84	MUNI
20621	25/05/2021	WATER CORPORATION OF WA	WATER CHARGES	\$ 19,661.78	MUNI
20622	28/05/2021	SYNERGY	ELECTRICITY CHARGES	\$ 4,191.63	MUNI
EFT16160	06/05/2021	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	\$ 45.09	MUNI
EFT16161	06/05/2021	SALARY PACKAGING AUSTRALIA	SALARY PACKAGING PAYROLL DEDUCTIONS	\$ 451.20	MUNI
EFT16164	13/05/2021	ABCO PRODUCTS PTY LTD	DISPENSERS - SOAP, TOILET PAPER, PAPER TOWELS	\$ 2,170.08	MUNI
EFT16165	13/05/2021	ALLSTRONG OUTDOOR GARAGE DOORS	SERVICE GARAGE DOOR AT 11 COURBOULES CRESCENT	\$ 352.00	MUNI
EFT16166	13/05/2021	AMPAC DEBT RECOVERY (WA) PTY LTD	RATES RECOVERY AND ASSOCIATED LEGAL FEES	\$ 396.00	MUNI
EFT16167	13/05/2021	BEST OFFICE SYSTEMS	PHOTOCOPYING - ADMIN OFFICE AND RESOURCE CENTRE	\$ 515.37	MUNI
EFT16168	13/05/2021	CORRIGIN HARDWARE	HARDWARE SUPPLIES	\$ 5,123.15	MUNI
EFT16169	13/05/2021	CORRIGIN OFFICE SUPPLIES	STATIONERY SUPPLIES FOR RESOURCE CENTRE AND ADMIN OFFICE	\$ 451.39	MUNI
EFT16170	13/05/2021	CORSIGN WA PTY LTD	VARIOUS TRAFFIC SIGNS	\$ 519.09	MUNI
EFT16171	13/05/2021	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BUILDING SERVICES LEVY FOR APRIL 2021	\$ 664.03	MUNI
EFT16172	13/05/2021	DIRECT OFFICE FURNITURE	NEW OFFICE CHAIRS FOR CORRIGIN MEDICAL CENTRE	\$ 2,248.37	MUNI
EFT16173	13/05/2021	FIRST HEALTH SERVICES	CORRIGIN MEDICAL CENTRE SERVICE FEE FOR MAY 2021	\$ 11,880.00	MUNI
EFT16174	13/05/2021	GREENACRES TURF GROUP	LAWN FOR CARAVAN PARK LANDSCAPING	\$ 1,317.65	MUNI
EFT16175	13/05/2021	HARRIS ZUGLIAN ELECTRICS	INSTALL POWER SUPPLY FOR CARAVAN PARK RETIC	\$ 1,661.83	MUNI
EFT16176	13/05/2021	HUTTON AND NORTHEY SALES	ELECTRICITY CHARGES - METER READING AT 5 WALTON STREET	\$ 635.27	MUNI
EFT16177	13/05/2021	JR & A HERSEY PTY LTD	SAFETY PRODUCTS AND HARDWARE SUPPLIES	\$ 1,867.18	MUNI
EFT16178	13/05/2021	KODY NORMAN BROUN	STAFF REIMBURSEMENT	\$ 335.84	MUNI
EFT16179	13/05/2021	KYLIE ANN CALEY	STAFF REIMBURSEMENT	\$ 168.00	MUNI

**LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL FOR THE MONTH OF MAY 2021**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>BANK</b>
EFT16180	13/05/2021	LANDGATE	GROSS RENTAL VALUATIONS & RURAL UV'S CHARGEABLE SCHEDULES	\$ 205.14	MUNI
EFT16181	13/05/2021	MALLEE TREE CAFE & GALLERY	REFRESHMENTS AND CATERING	\$ 921.00	MUNI
EFT16182	13/05/2021	MARKETFORCE	ADVERTISEMENTS - RECRUITMENT, RFT, EXPRESSIONS OF INTEREST	\$ 1,873.47	MUNI
EFT16183	13/05/2021	N.W.G.S COASTAL GLASS & BALUSTRADES	SUPPLY & INSTALL BALUSTRADE AROUND CARAVAN PARK ABLUTIONS	\$ 6,588.00	MUNI
EFT16184	13/05/2021	NARROGIN FLORIST	WREATH FOR ANZAC DAY CEREMONY	\$ 135.00	MUNI
EFT16185	13/05/2021	NEU-TECH AUTO ELECTRICS	PRESSURE CLEANER FOR DEPOT, PLANT REPAIRS - TIPPING TRAILER	\$ 10,636.89	MUNI
EFT16186	13/05/2021	POOL & PUMP SERVICE & REPAIRS PTY LTD	SUPPLY LID TO SUIT CARTRIDGE FILTER AT SWIMMING POOL	\$ 408.10	MUNI
EFT16187	13/05/2021	SIGMA CHEMICALS	POOL CHEMICALS, POOL PLANT PARTS	\$ 44.97	MUNI
EFT16188	13/05/2021	SPENCER JARVIS	CUSTOMER REFUND	\$ 46.28	MUNI
EFT16189	13/05/2021	STIRLING FREIGHT EXPRESS	FREIGHT CHARGES	\$ 1,768.43	MUNI
EFT16190	13/05/2021	THE WORKWEAR GROUP PTY LTD	STAFF UNIFORM	\$ 1,216.70	MUNI
EFT16191	13/05/2021	TOWN TEAM MOVEMENT	STAFF TRAINING - DOWERIN DO-OVER EVENT	\$ 110.00	MUNI
EFT16192	13/05/2021	VALERIE WHITING	REIMBURSEMENT FOR SHOWCASE IN PIXELS SUPPLIES	\$ 167.70	MUNI
EFT16193	13/05/2021	WALLIS COMPUTER SOLUTIONS	EXTENDED WARRANTY FOR SERVER, BROADBAND BONDING SET UP	\$ 11,390.58	MUNI
EFT16194	13/05/2021	WESTERN HYDRAULICS CORRIGIN	PLANT PARTS - SKID LOADER	\$ 150.50	MUNI
EFT16195	13/05/2021	WESTERN MECHANICAL CORRIGIN	PLANT SERVICE & REPAIRS - GRADER, ROLLER, TORO MOWER	\$ 7,280.76	MUNI
EFT16196	20/05/2021	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	\$ 33.75	MUNI
EFT16197	20/05/2021	MUNICIPAL EMPLOYEES UNION	PAYROLL DEDUCTIONS	\$ 41.00	MUNI
EFT16198	20/05/2021	SALARY PACKAGING AUSTRALIA	SALARY PACKAGING PAYROLL DEDUCTIONS	\$ 451.20	MUNI
EFT16199	20/05/2021	SHIRE OF CORRIGIN OUTSIDE STAFF SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 90.00	MUNI
EFT16200	28/05/2021	APV VALUERS AND ASSET MANAGEMENT	2020/2021 LAND AND BUILDING ASSET VALUATION SERVICES	\$ 7,520.00	MUNI
EFT16201	28/05/2021	AUSQ TRAINING	DEPOSIT - TRAFFIC MANAGEMENT & TRAFFIC CONTROLLER TRAINING	\$ 1,000.00	MUNI
EFT16202	28/05/2021	BOC LIMITED	CONTAINER SERVICE FEE FOR POOL - MEDICAL OXYGEN	\$ 12.14	MUNI
EFT16203	28/05/2021	CELLARBRATIONS @ CORRIGIN	REFRESHMENTS AND CATERING SUPPLIES	\$ 30.00	MUNI
EFT16204	28/05/2021	CORRIGIN CAFE	REFRESHMENTS AND CATERING	\$ 435.00	MUNI
EFT16205	28/05/2021	CORRIGIN MEDICAL CENTRE	PRE-EMPLOYMENT MEDICAL APPOINTMENT	\$ 175.00	MUNI
EFT16206	28/05/2021	CORRIGIN OFFICE SUPPLIES	STATIONERY SUPPLIES	\$ 54.59	MUNI
EFT16207	28/05/2021	CORRIGIN WINDMILL MOTEL	ACCOMMODATION FOR AUDITORS	\$ 340.00	MUNI
EFT16208	28/05/2021	DARRYLE WILLIAM SMITH	2021 LOTTO WINNINGS	\$ 13.65	MUNI
EFT16209	28/05/2021	EMILY COUSINS	STAFF REIMBURSEMENT	\$ 142.80	MUNI
EFT16210	28/05/2021	EXURBAN PTY LTD	TOWN PLANNING CONSULTANCY SERVICES FOR APRIL 2021	\$ 581.32	MUNI
EFT16211	28/05/2021	GREAT SOUTHERN FUEL SUPPLIES	FUEL SUPPLIES FOR APRIL 2021	\$ 2,813.75	MUNI

**LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL FOR THE MONTH OF MAY 2021**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>BANK</b>
EFT16212	28/05/2021	HUTTON AND NORTHEY SALES	ELECTRICITY CHARGES - METER READING AT 5 WALTON STREET	\$ 635.27	MUNI
EFT16213	28/05/2021	KATEMS SUPERMARKET	REFRESHMENTS AND CATERING SUPPLIES	\$ 274.52	MUNI
EFT16214	28/05/2021	KOBY JACINTA SMITH	STAFF REIMBURSEMENT	\$ 593.78	MUNI
EFT16215	28/05/2021	KYLIE ANN CALEY	STAFF REIMBURSEMENT	\$ 62.10	MUNI
EFT16216	28/05/2021	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA	STAFF TRAINING - EXECUTIVE LEADERSHIP PROGRAM	\$ 2,720.00	MUNI
EFT16217	28/05/2021	MCLEODS BARRISTERS & SOLICITORS	PREPARATION OF LEASES FOR COMMUNITY ORGANISATIONS	\$ 1,100.71	MUNI
EFT16218	28/05/2021	MOORE AUSTRALIA W A PTY LTD	STAFF TRAINING - FINANCIAL REPORTING, MANAGEMENT REPORTING	\$ 4,257.00	MUNI
EFT16219	28/05/2021	NEU-TECH AUTO ELECTRICS	PLANT SERVICE - HOLDEN ARCADIA	\$ 336.40	MUNI
EFT16220	28/05/2021	OFFICE OF REGIONAL ARCHITECTURE	ARCHITECTURAL SERVICES - WELLNESS CENTRE REDEVELOPMENT	\$ 1,249.60	MUNI
EFT16221	28/05/2021	PJV & V HOVELL	2021 LOTTO WINNINGS	\$ 15.20	MUNI
EFT16222	28/05/2021	PERTH BREATHALYSER SALES AND SERVICE	SUPPLY OF NEW BREATHALYSER AND 100 MOUTH PIECES	\$ 778.80	MUNI
EFT16223	28/05/2021	SHANE MCMILES	2021 LOTTO WINNINGS	\$ 13.65	MUNI
EFT16224	28/05/2021	SQUIRE PATTON BOGGS (AU)	LEGAL ADVICE AND REPRESENTATION - CREC	\$ 6,429.50	MUNI
EFT16225	28/05/2021	ST JOHN AMBULANCE WA LTD	CHILD DEFIB PADS FOR SWIMMING POOL	\$ 169.00	MUNI
EFT16226	28/05/2021	STALLION HOMES	PRACTICAL COMPLETION OF AGED HOUSING UNITS	\$ 30,106.16	MUNI
EFT16227	28/05/2021	TALIS CONSULTANTS PTY LTD	BENDERING LANDFILL MANAGEMENT PLAN	\$ 1,859.00	MUNI
EFT16228	28/05/2021	TANYA LUDLOW	STAFF REIMBURSEMENT	\$ 35.00	MUNI
EFT16229	28/05/2021	THE WORKWEAR GROUP PTY LTD	STAFF UNIFORM	\$ 224.20	MUNI
EFT16230	28/05/2021	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	\$ 10.73	MUNI
EFT16231	28/05/2021	WESFARMERS KLEENHEAT GAS PTY LTD	ANNUAL CYLINDER SERVICE FEE FOR 15 MCANDREW AVENUE	\$ 85.80	MUNI
DD12964.1	01/05/2021	WESTNET PTY LTD	INTERNET CHARGES	\$ 149.95	MUNI
DD12965.1	01/05/2021	WESTNET PTY LTD	INTERNET CHARGES	\$ 89.95	MUNI
DD12960.1	03/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 191.10	MUNI
DD12961.1	03/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 158.72	MUNI
DD12962.1	03/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 545.62	MUNI
DD13021.1	3/05/2021	NATIONAL AUSTRALIA BANK	CREDIT CARD PAYMENTS	\$ 2,090.16	MUNI
DD12939.1	05/05/2021	AWARE SUPER	PAYROLL DEDUCTIONS	\$ 7,786.99	MUNI
DD12939.10	5/05/2021	AMP FLEXIBLE LIFETIME SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 86.15	MUNI
DD12939.2	05/05/2021	VISION SUPER PTY LTD	PAYROLL DEDUCTIONS	\$ 347.09	MUNI
DD12939.3	05/05/2021	MLC NAVIGATOR RETIREMENT PLAN	PAYROLL DEDUCTIONS	\$ 108.83	MUNI
DD12939.4	05/05/2021	HOSTPLUS SUPERANNUATION FUND	PAYROLL DEDUCTIONS	\$ 313.02	MUNI
DD12939.5	05/05/2021	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 1,599.26	MUNI



**LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL FOR THE MONTH OF MAY 2021**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>BANK</b>
DD12939.6	05/05/2021	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	\$ 436.95	MUNI
DD12939.7	05/05/2021	REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 404.55	MUNI
DD12939.8	05/05/2021	CATHOLIC SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 673.21	MUNI
DD12939.9	05/05/2021	CBUS SUPER INCOME STREAM	SUPERANNUATION CONTRIBUTIONS	\$ 47.62	MUNI
DD12963.1	11/05/2021	TELSTRA	MOBILE PHONE CHARGES	\$ 338.95	MUNI
DD13003.1	19/05/2021	AWARE SUPER	PAYROLL DEDUCTIONS	\$ 8,171.40	MUNI
DD13003.10	19/05/2021	CBUS SUPER INCOME STREAM	SUPERANNUATION CONTRIBUTIONS	\$ 35.72	MUNI
DD13003.2	19/05/2021	VISION SUPER PTY LTD	PAYROLL DEDUCTIONS	\$ 347.09	MUNI
DD13003.3	19/05/2021	MLC NAVIGATOR RETIREMENT PLAN	PAYROLL DEDUCTIONS	\$ 108.83	MUNI
DD13003.4	19/05/2021	HOSTPLUS SUPERANNUATION FUND	PAYROLL DEDUCTIONS	\$ 313.02	MUNI
DD13003.5	19/05/2021	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 1,670.02	MUNI
DD13003.6	19/05/2021	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	\$ 436.95	MUNI
DD13003.7	19/05/2021	REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 404.55	MUNI
DD13003.8	19/05/2021	CATHOLIC SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 673.21	MUNI
DD13003.9	19/05/2021	NETWEALTH SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 87.23	MUNI
DD13028.1	19/05/2021	CLASSIC FUNDING GROUP PTY LTD	RESOURCE CENTRE PHOTOCOPIER LEASE PAYMENT	\$ 237.60	MUNI
DD13016.1	20/05/2021	THE BOND ADMINISTRATOR	HOUSING BOND - 36A JOSE STREET	\$ 482.60	MUNI
DD13029.1	21/05/2021	TELSTRA	TELSTRA INTEGRATED MESSAGING - HARVEST BAN SMS SERVICE	\$ 220.10	MUNI
DD13030.1	21/05/2021	TELSTRA	DONGLES FOR ADMIN STAFF AND CONTAINERS FOR CHANGE SHED	\$ 220.00	MUNI
DD13039.1	26/05/2021	THE BOND ADMINISTRATOR	HOUSING BOND - 32 CAMM STREET	\$ 1,320.00	MUNI
DD13041.1	26/05/2021	THE BOND ADMINISTRATOR	ANIMAL HOUSING BOND - 32 CAMM STREET	\$ 200.00	MUNI
DD13022.1	27/05/2021	TELSTRA	PHONE CHARGES	\$ 108.19	MUNI
DD13023.1	27/05/2021	TELSTRA	INTERNET CHARGES	\$ 34.95	MUNI
DD13024.1	27/05/2021	TELSTRA	PHONE CHARGES	\$ 70.27	MUNI
DD13025.1	31/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 362.45	MUNI
DD13026.1	31/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 158.72	MUNI
DD13027.1	31/05/2021	TELSTRA	PHONE AND INTERNET CHARGES	\$ 539.44	MUNI
DD12943.1	03/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 6,139.55	LIC
DD12945.1	04/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 981.85	LIC
DD12947.1	05/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 400.00	LIC
DD12949.1	06/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 2,724.80	LIC
DD12970.1	10/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 2,947.85	LIC

**LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL FOR THE MONTH OF MAY 2021**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>BANK</b>
DD12973.1	11/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 973.55	LIC
DD12978.1	12/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 1,292.30	LIC
DD12980.1	13/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 1,907.20	LIC
DD12983.1	14/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 717.65	LIC
DD12989.1	17/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 200.85	LIC
DD12994.1	18/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 1,715.60	LIC
DD13000.1	19/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 8,049.30	LIC
DD13011.1	20/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 29.75	LIC
DD13014.1	21/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 873.35	LIC
DD13018.1	24/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 1,363.90	LIC
DD13032.1	25/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 458.45	LIC
DD13034.1	26/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 73.00	LIC
DD13036.1	28/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 543.70	LIC
DD13045.1	28/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 44.05	LIC
DD13048.1	31/05/2021	DEPARTMENT OF TRANSPORT - P/L	DOT DIRECT DEBIT	\$ 1,920.55	LIC
JNL	6/05/2021	PAYROLL	FORTNIGHTLY PAYROLL PAYMENT PPE 5/05/2021	\$ 56,603.87	MUNI
JNL	20/05/2021	PAYROLL	FORTNIGHTLY PAYROLL PAYMENT PPE 19/05/2021	\$ 58,308.48	MUNI

**\$ 347,982.19**

<b>MUNICIPAL ACCOUNT PAYMENTS</b>	<b>\$ 314,564.39</b>
<b>TRUST ACCOUNT PAYMENTS</b>	<b>\$ 60.55</b>
<b>LICENSING ACCOUNT PAYMENTS</b>	<b>\$ 33,357.25</b>
<b>EDNA STEVENSON TRUST ACCOUNT PAYMENTS</b>	<b>\$ -</b>
	<b>\$ 347,982.19</b>



**SHIRE OF CORRIGIN  
NAB BUSINESS MASTERCARD  
PAYMENTS OF ACCOUNTS BY CREDIT CARD  
FOR THE STATEMENT PERIOD: 30 MARCH 2021 TO 28 APRIL 2021**

DATE	DETAILS	DESCRIPTION	AMOUNT
<b>CARD NUMBER 4557-XXXX-XXXX-4143</b>			
30/03/2021	Business News Pty Ltd	Annual subscription for N Manton	\$ 825.00
		<b>CREDIT CARD TOTAL</b>	<b>\$ 825.00</b>
<b>CARD NUMBER 4557-XXXX-XXXX-0935</b>			
8/04/2021	Kmart	Supplies for CRC Mothers Day Craft Workshop	\$ 115.00
8/04/2021	Zoom	Annual subscription for admin office	\$ 230.89
9/04/2021	Trinity on Hampden	Deposit for accommodation for DCEO training	\$ 110.00
20/04/2021	Corrigin Post Office	Gift vouchers for leaving staff & ANZAC Day volunteers	\$ 723.80
21/04/2021	MyHenry Australia	Extension pole for admin vacuum cleaner	\$ 49.94
22/04/2021	Corrigin Shire - Licensing	Plate change fee for grader CR6	\$ 28.60
		<b>CREDIT CARD TOTAL</b>	<b>\$ 1,258.23</b>
		<b>BILLING ACCOUNT</b>	<b>\$ 6.93</b>
		<b>TOTAL CREDIT CARD PAYMENTS</b>	<b>\$ 2,090.16</b>

I, Kylie Caley, Deputy Chief Executive Officer, have reviewed the credit card payments on card 4557-XXXX-XXXX-4143 and confirm that from the descriptions on the documentation provided that ;

- all transactions are expenses incurred by the Shire of Corrigin;
- all purchases have been made in accordance with the Shire of Corrigin policy and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the any corporate credit card is evident .

Kylie Caley Kylie Caley 041 05 /2021

I, Natalie Manton, Chief Executive Officer, have reviewed the credit card payments on card 4557-XXXX-XXXX-0935 and confirm that from the descriptions on the documentation provided that ;

- all transactions are expenses incurred by the Shire of Corrigin;
- all purchases have been made in accordance with the Shire of Corrigin policy and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the any corporate credit card is evident .

Natalie Manton N/M 24/5 /2021



Statement for

**NAB Business Visa**

NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001  
Tel 1300 498 594 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST & AEDT Saturday and Sunday  
Fax 1300 363 658  
Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

**Cardholder Details**

Cardholder Name: MRS NATALIE ANITA MANTON

Account No:

Statement Period: 30 March 2021 to 28 April 2021

Cardholder Limit: \$10,000

**Transaction record for: MRS NATALIE ANITA MANTON**

Date	Amount A\$	Details	Explanation	Amount NOT subject to GST	Amount subject to GST	GST component (1/11th of the amount subject to GST)	Reference
31 Mar 2021	\$825.00 ✓	BUSINESS NEWS PTY LT PERTH	Subscription				74940521089
<b>Total for this period</b>	<b>\$825.00</b>		<b>Totals</b>				

**Employee declaration**

I verify that the above charges are a true and correct record in accordance with company policy

Cardholder signature: *N.A.M.*

Date: 7/5/21



Statement for  
**NAB Business Visa**  
 NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001  
 Tel 1300 498 594 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST &  
 AEDT Saturday and Sunday  
 Fax 1300 363 658  
 Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

**Cardholder Details**

Cardholder Name: MS KYLIE ANN CALEY  
 Account No:  
 Statement Period: 30 March 2021 to 28 April 2021  
 Cardholder Limit: \$5,000

**Transaction record for: MS KYLIE ANN CALEY**

Date	Amount A\$	Details	Explanation	Amount NOT subject to GST	Amount subject to GST	GST component (1/11th of the amount subject to GST)	Reference
8 Apr 2021	\$115.00 ✓	KMART ONLINE 03	CRC mothers Day activity				74363961098
9 Apr 2021	\$230.89 ✓	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	Annual zoom subscription				24011341098
12 Apr 2021	\$110.00 ✓	TRINITY CRAWLEY	Deposit for DCEO Training				74940521099
21 Apr 2021	\$49.94 ✓	SP * HENRY AU MARRICKVILLE	Extension Pole for Admin Vacuum				74617631111
21 Apr 2021	\$723.80 ✓	POST CORRIGIN LPO CO CORRIGIN	Gift vouchers for leaving staff				74813841110
22 Apr 2021	\$28.60 ✓	CGN SHIRE LIC CORRIGIN	Plate charge for sale of goods				04122768201
<b>Total for this period</b>	<b>\$1,258.23</b>		<b>Totals</b>				

**Employee declaration**

I verify that the above charges are a true and correct record in accordance with company policy

*Chocley*

Cardholder signature:

Date: 7.5.21



# SHIRE OF CORRIGIN

*Financial Statements for the  
month of May 2021*



# SHIRE OF CORRIGIN

## MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the period ending 31 January 2021

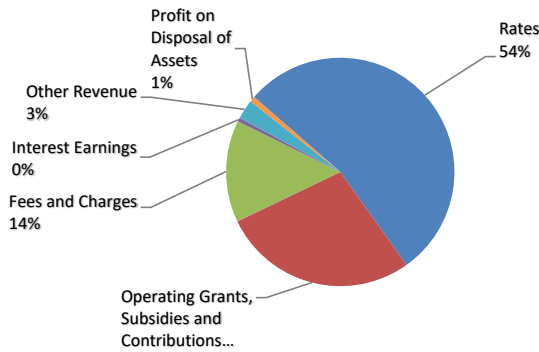
LOCAL GOVERNMENT ACT 1995  
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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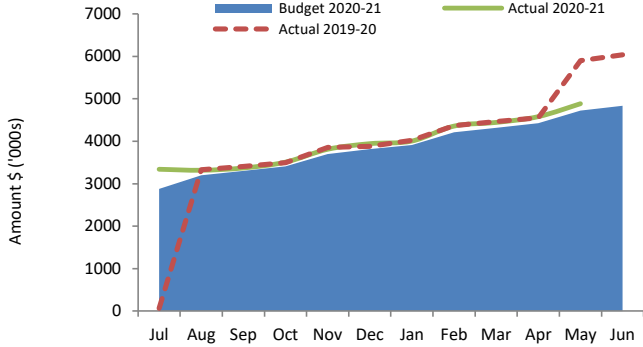
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**OPERATING ACTIVITIES**

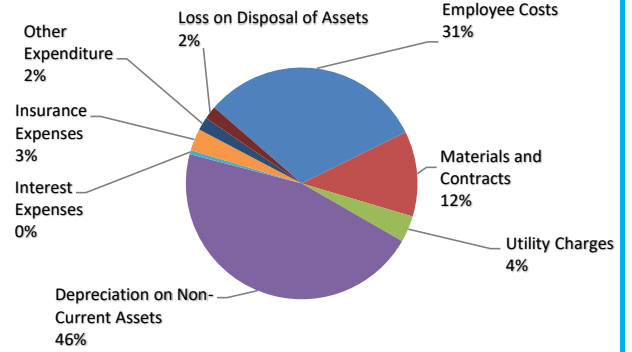
**OPERATING REVENUE**



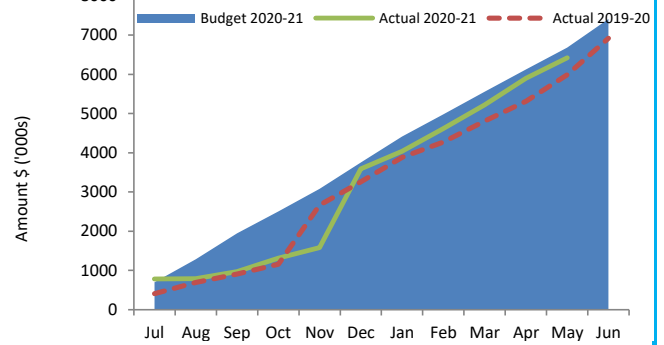
**Budget Operating Revenues -v- Actual**



**OPERATING EXPENSES**



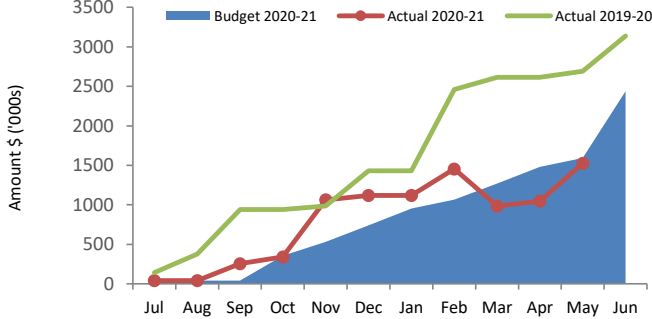
**Budget Operating Expenses -v- YTD Actual**



**INVESTING ACTIVITIES**

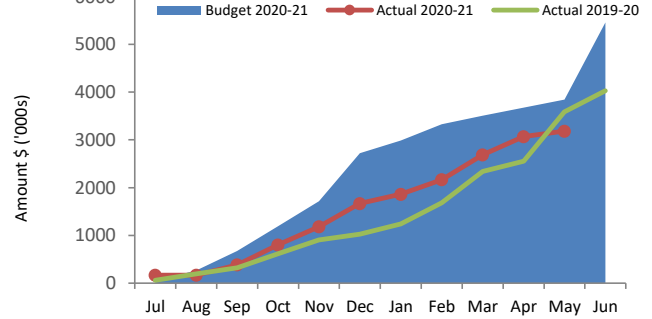
**CAPITAL REVENUE**

**Budget Capital Revenue -v- Actual**



**CAPITAL EXPENSES**

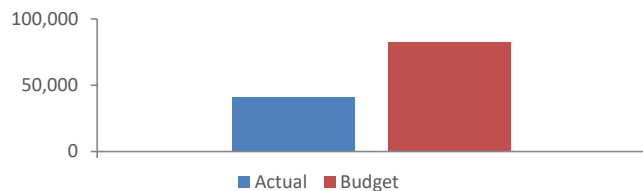
**Budget Capital Expenses -v- Actual**



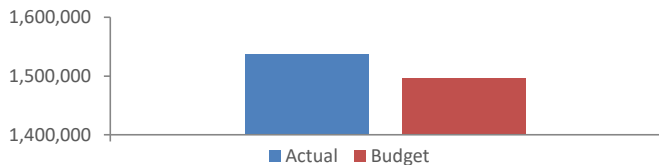
**FINANCING ACTIVITIES**

**BORROWINGS**

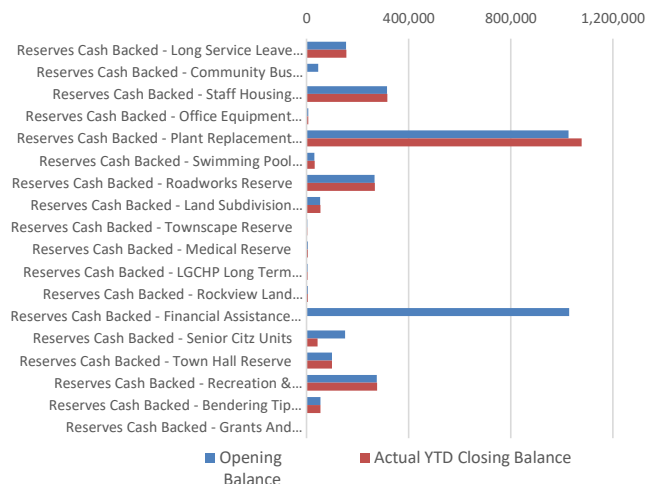
**Principal Repayments**



**Principal Outstanding**



**RESERVES**





Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.64 M	\$1.50 M	\$1.50 M	\$0.00 M
Closing	\$0.00 M	(\$0.00 M)	\$2.62 M	\$2.62 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	\$5.68 M	% of total
Unrestricted Cash	\$3.28 M	57.8%
Restricted Cash	\$2.40 M	42.2%

Refer to Note 2 - Cash and Financial Assets

Payables

	\$0.08 M	% Outstanding
Trade Payables	\$0.03 M	
Over 30 Days		0.0%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables

	\$0.19 M	% Collected
Rates Receivable	\$0.18 M	\$ M
Trade Receivable	\$0.19 M	
Over 30 Days		8.6%
Over 90 Days		1.6%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.17 M	\$0.29 M	\$1.48 M	\$1.19 M

Refer to Statement of Financial Activity

Rates Revenue

	YTD Actual	YTD Budget	% Variance
	\$2.66 M	\$2.62 M	1.4%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions

	YTD Actual	YTD Budget	% Variance
	\$1.35 M	\$1.04 M	29.9%

Refer to Note 12 - Operating Grants and Contributions

Fees and Charges

	YTD Actual	YTD Budget	% Variance
	\$0.71 M	\$0.71 M	(0.3%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$2.70 M)	(\$1.76 M)	(\$1.45 M)	\$0.31 M

Refer to Statement of Financial Activity

Proceeds on sale

	YTD Actual	Adopted Budget	%
	\$0.21 M	\$0.25 M	(14.5%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition

	YTD Actual	Adopted Budget	% Spent
	\$3.18 M	\$6.10 M	(47.8%)

Refer to Note 8 - Capital Acquisition

Capital Grants

	YTD Actual	Adopted Budget	% Received
	\$1.53 M	\$2.44 M	(37.4%)

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.89 M	(\$0.04 M)	\$1.08 M	\$1.12 M

Refer to Statement of Financial Activity

Borrowings

Principal repayments	\$0.04 M
Interest expense	\$0.04 M
Principal due	\$1.54 M

Refer to Note 9 - Borrowings

Reserves

Reserves balance	\$2.40 M
Interest earned	\$0.01 M

Refer to Note 10 - Cash Reserves

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

**KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 31 MAY 2021**

**STATUTORY REPORTING PROGRAMS**

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

<b>PROGRAM NAME</b>	<b>OBJECTIVE</b>	<b>ACTIVITIES</b>
<b>GOVERNANCE</b>	To provide a decision making process for the efficient allocation of scarce resources.	Administration and operation of facilities and services to members of Council; other costs that relate to the task of assisting elected members and ratepayers on matters on matters which do not concern specific Council services
<b>GENERAL PURPOSE FUNDING</b>	To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
<b>LAW, ORDER, PUBLIC SAFETY</b>	To provide services to help ensure a safer and environmentally conscious community.	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
<b>HEALTH</b>	To provide an operational framework for environmental and community health.	Inspection of food outlets and their control, noise control and waste disposal compliance. Administration of the RoeRochealth Scheme and provision of various medical facilities
<b>EDUCATION AND WELFARE</b>	To provide services to disadvantaged persons, the elderly, children and youth.	Maintenance of child care centre, playgroups senior citizen centre and aged care Provision of services provided by the Community Resource Centre
<b>HOUSING</b>	To provide and maintain staff and rental housing.	Provision and maintenance of staff, aged, rental and joint venture housing
<b>COMMUNITY AMENITIES</b>	To provide services required by the community	Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.
<b>RECREATION AND CULTURE</b>	To establish and effectively manage infrastructure and resource which will help the social well being of the community.	Maintenance of public halls, civic centres, aquatic centre, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens reserves and playgrounds. Operation of library, and the support of other heritage and cultural facilities
<b>TRANSPORT</b>	To provide safe, effective and efficient transport services to the community.	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
<b>ECONOMIC SERVICES</b>	To help promote the Shire and its economic wellbeing.	Tourism and area promotion including the Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes.Building Control.
<b>OTHER PROPERTY AND SERVICES</b>	To monitor and control Shire overheads operating accounts.	Private works operation, plant repair and operation costs and engineering operation costs.

STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$		\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	1,640,666	1,503,085	1,503,085	<b>1,503,085</b>	0	0.00%	
<b>Revenue from operating activities</b>								
Governance		150	3,560	3,554	<b>3,510</b>	(44)	(1.24%)	
General purpose funding - general rates	6	2,621,033	2,621,033	2,624,929	<b>2,624,929</b>	(0)	(0.00%)	
General purpose funding - other		1,016,751	963,705	956,617	<b>948,213</b>	(8,404)	(0.88%)	
Law, order and public safety		53,659	55,923	43,955	<b>43,897</b>	(58)	(0.13%)	
Health		212,587	271,807	215,950	<b>217,330</b>	1,380	0.64%	
Education and welfare		138,469	173,696	168,252	<b>168,166</b>	(86)	(0.05%)	
Housing		137,066	141,096	129,283	<b>118,274</b>	(11,009)	(8.52%)	
Community amenities		226,761	296,871	272,118	<b>291,515</b>	19,397	7.13%	
Recreation and culture		62,500	63,377	61,227	<b>62,618</b>	1,391	2.27%	
Transport		210,940	196,940	194,540	<b>195,967</b>	1,427	0.73%	
Economic services		54,856	81,406	74,580	<b>93,186</b>	18,606	24.95%	▲
Other property and services		100,500	148,716	136,312	<b>116,292</b>	(20,020)	(14.69%)	▼
		<b>4,835,272</b>	<b>5,018,130</b>	<b>4,881,317</b>	<b>4,883,897</b>	2,580		
<b>Expenditure from operating activities</b>								
Governance		(799,192)	(799,054)	(686,301)	<b>(553,703)</b>	132,598	19.32%	▲
General purpose funding		(75,790)	(74,330)	(68,955)	<b>(52,152)</b>	16,803	24.37%	▲
Law, order and public safety		(205,583)	(213,105)	(152,775)	<b>(114,105)</b>	38,670	25.31%	▲
Health		(606,388)	(627,403)	(569,575)	<b>(486,931)</b>	82,644	14.51%	▲
Education and welfare		(338,432)	(389,423)	(358,515)	<b>(307,616)</b>	50,899	14.20%	▲
Housing		(145,493)	(147,406)	(135,769)	<b>(113,976)</b>	21,793	16.05%	▲
Community amenities		(562,724)	(621,317)	(569,192)	<b>(535,449)</b>	33,743	5.93%	
Recreation and culture		(1,449,204)	(1,616,092)	(1,453,785)	<b>(1,268,671)</b>	185,114	12.73%	▲
Transport		(2,729,003)	(3,115,506)	(2,774,285)	<b>(2,509,744)</b>	264,541	9.54%	
Economic services		(347,821)	(435,644)	(399,525)	<b>(359,767)</b>	39,758	9.95%	
Other property and services		(152,610)	(311,728)	(291,637)	<b>(117,309)</b>	174,328	59.78%	▲
		<b>(7,412,240)</b>	<b>(8,351,009)</b>	<b>(7,460,314)</b>	<b>(6,419,423)</b>	1,040,891		
Non-cash amounts excluded from operating activities	1(a)	2,745,636	3,317,999	2,870,978	<b>3,017,841</b>	146,863	5.12%	
<b>Amount attributable to operating activities</b>		<b>168,668</b>	<b>(14,880)</b>	<b>291,981</b>	<b>1,482,315</b>	1,190,335		
<b>Investing Activities</b>								
Proceeds from non-operating grants, subsidies and contributions	13	2,437,989	3,705,218	2,360,726	<b>1,525,818</b>	(834,908)	(35.37%)	▼
Proceeds from disposal of assets	7	225,500	245,584	0	<b>210,083</b>	210,083	0.00%	▲
Payments for property, plant and equipment and infrastructure	8	(5,358,632)	(6,101,596)	(4,118,550)	<b>(3,183,279)</b>	935,271	22.71%	▲
<b>Amount attributable to investing activities</b>		<b>(2,695,143)</b>	<b>(2,150,794)</b>	<b>(1,757,824)</b>	<b>(1,447,378)</b>	310,446		
<b>Financing Activities</b>								
Transfer from reserves	10	1,410,680	1,534,012	0	<b>1,289,011</b>	1,289,011	0.00%	▲
Repayment of debentures	9	(82,261)	(82,261)	(40,659)	<b>(40,659)</b>	0	0.00%	
Transfer to reserves	10	(442,610)	(789,162)	0	<b>(165,610)</b>	(165,610)	0.00%	▼
<b>Amount attributable to financing activities</b>		<b>885,809</b>	<b>662,589</b>	<b>(40,659)</b>	<b>1,082,742</b>	1,123,401		
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>0</b>	<b>0</b>	<b>(3,417)</b>	<b>2,620,765</b>			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an threshold. Refer to Note 16 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020-21 year is \$10,000 or 10.00% whichever is the greater.

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

## KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 MAY 2021

## NATURE OR TYPE DESCRIPTIONS

### REVENUE

#### RATES

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

#### OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

#### FEES AND CHARGES

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

#### SERVICE CHARGES

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

#### INTEREST EARNINGS

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

#### OTHER REVENUE / INCOME

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

#### PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

### EXPENSES

#### EMPLOYEE COSTS

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

#### MATERIALS AND CONTRACTS

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

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

#### INSURANCE

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

#### LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

#### DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

#### INTEREST EXPENSES

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

#### OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

BY NATURE OR TYPE

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	1,640,666	1,503,085	1,503,085	<b>1,503,085</b>	0	0.00%	
<b>Revenue from operating activities</b>								
Rates	6	2,621,033	2,621,033	2,621,033	<b>2,624,929</b>	3,896	0.15%	
Operating grants, subsidies and contributions	12	1,445,805	1,412,737	1,351,286	<b>1,354,194</b>	2,908	0.22%	
Fees and charges		651,506	766,146	707,333	<b>705,175</b>	(2,158)	(0.31%)	
Interest earnings		46,660	38,520	36,658	<b>27,265</b>	(9,393)	(25.62%)	
Other revenue		55,768	141,394	129,895	<b>134,534</b>	4,639	3.57%	
Profit on disposal of assets	7	14,500	38,300	35,112	<b>37,800</b>	2,688	7.66%	
		<b>4,835,272</b>	<b>5,018,130</b>	<b>4,881,317</b>	<b>4,883,897</b>	2,580		
<b>Expenditure from operating activities</b>								
Employee costs		(2,311,075)	(2,458,425)	(2,251,121)	<b>(2,010,486)</b>	240,635	10.69%	▲
Materials and contracts		(1,678,726)	(1,859,425)	(1,676,924)	<b>(764,534)</b>	912,390	54.41%	▲
Utility charges		(291,785)	(294,735)	(269,863)	<b>(236,483)</b>	33,380	12.37%	▲
Depreciation on non-current assets		(2,622,965)	(3,135,305)	(2,874,080)	<b>(2,938,249)</b>	(64,169)	(2.23%)	
Interest expenses		(72,294)	(71,025)	(36,146)	<b>(36,418)</b>	(272)	(0.75%)	
Insurance expenses		(221,646)	(200,349)	(199,079)	<b>(197,043)</b>	2,036	1.02%	
Other expenditure		(135,010)	(162,278)	(121,091)	<b>(118,319)</b>	2,772	2.29%	
Loss on disposal of assets	7	(78,739)	(169,466)	(32,010)	<b>(117,891)</b>	(85,881)	(268.29%)	▼
		<b>(7,412,240)</b>	<b>(8,351,009)</b>	<b>(7,460,314)</b>	<b>(6,419,423)</b>	1,040,891		
Non-cash amounts excluded from operating activities								
	1(a)	2,745,636	3,317,999	2,870,978	<b>3,017,841</b>	146,863	5.12%	
<b>Amount attributable to operating activities</b>		<b>168,668</b>	<b>(14,880)</b>	<b>291,981</b>	<b>1,482,315</b>	1,190,334		
<b>Investing activities</b>								
Proceeds from non-operating grants, subsidies and contributions	13	2,437,989	3,705,218	2,360,726	<b>1,525,818</b>	(834,908)	(35.37%)	▼
Proceeds from disposal of assets	7	225,500	245,584	0	<b>210,083</b>	210,083	0.00%	▲
Payments for property, plant and equipment and infrastructure	8	(5,358,632)	(6,101,596)	(4,118,550)	<b>(3,183,279)</b>	935,271	22.71%	▲
<b>Amount attributable to investing activities</b>		<b>(2,695,143)</b>	<b>(2,150,794)</b>	<b>(1,757,824)</b>	<b>(1,447,378)</b>	310,446		
<b>Financing Activities</b>								
Transfer from reserves	10	1,410,680	1,534,012	0	<b>1,289,011</b>	1,289,011	0.00%	▲
Repayment of debentures	9	(82,261)	(82,261)	(40,659)	<b>(40,659)</b>	0	0.00%	
Transfer to reserves	10	(442,610)	(789,162)	0	<b>(165,610)</b>	(165,610)	0.00%	▼
<b>Amount attributable to financing activities</b>		<b>885,809</b>	<b>662,589</b>	<b>(40,659)</b>	<b>1,082,742</b>	1,123,401		
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>0</b>	<b>0</b>	<b>(3,417)</b>	<b>2,620,765</b>			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note 16 for an explanation of the reasons for the variance.

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

## **BASIS OF PREPARATION**

### **REPORT PURPOSE**

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

### **BASIS OF ACCOUNTING**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards.

Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of *AASB 1051 Land Under Roads paragraph 15* and *AASB 116 Property, Plant and Equipment paragraph 7*.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

## **PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 09 June 2021

## **SIGNIFICANT ACCOUNTING POLICES**

### **CRITICAL ACCOUNTING ESTIMATES**

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

### **THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

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

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 14 to these financial statements.

### **GOODS AND SERVICES TAX**

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

### **ROUNDING OFF FIGURES**

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

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>					
		\$	\$	\$	\$
<b>Adjustments to operating activities</b>					
Less: Profit on asset disposals	7	(14,500)	(38,300)	(35,112)	(37,800)
Movement in pensioner deferred rates (non-current)		0	0	0	(364)
Movement in other accruals			(6,903)		(136)
Add: Loss on asset disposals	7	78,739	169,466	32,010	117,892
Add: Depreciation on assets		2,622,965	3,135,304	2,874,080	2,938,249
<b>Total non-cash items excluded from operating activities</b>		<b>2,745,636</b>	<b>3,317,999</b>	<b>2,870,978</b>	<b>3,017,841</b>

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

		Last Year Closing 30 June 2020	This Time Last Year 31 May 2020	Year to Date 31 May 2021
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	10	(3,521,978)	(3,102,431)	(2,398,577)
Less: Land Held for Resale		(80,000)	(60,000)	(80,000)
Add: Borrowings	9	82,260	39,736	41,602
<b>Total adjustments to net current assets</b>		<b>(3,519,718)</b>	<b>(3,122,695)</b>	<b>(2,436,975)</b>

(c) Net current assets used in the Statement of Financial Activity

<b>Current assets</b>				
Cash and cash equivalents	2	1,976,253	5,548,317	3,283,802
Financial assets at amortised cost	2	3,521,979	0	2,398,577
Rates receivables	3	155,860	179,438	179,962
Receivables	3	236,037	12,424	194,950
Other current assets	4	168,256	282,155	148,059
<b>Less: Current liabilities</b>				
Payables	5	(393,306)	(79,218)	(80,395)
Borrowings	9	(82,260)	(39,736)	(41,602)
Contract liabilities	11	(214,388)		(679,987)
Provisions	11	(345,627)	(337,242)	(345,627)
<b>Less: Total adjustments to net current assets</b>	1(b)	<b>(3,519,719)</b>	<b>(3,122,695)</b>	<b>(2,436,975)</b>
<b>Closing funding surplus / (deficit)</b>		<b>1,503,085</b>	<b>2,443,443</b>	<b>2,620,765</b>

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 1**

**STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

**(b) Adjusted Net Current Assets**

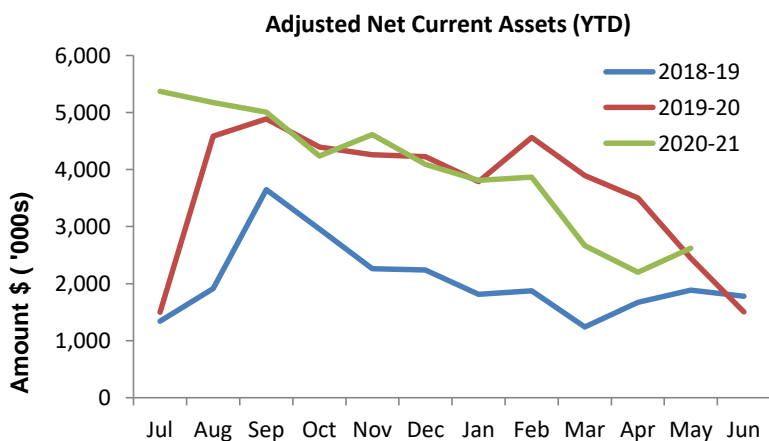
Adjusted Net Current Assets	Ref Note	Last Years Closing 30 June 2020	This Time Last Year 31 May 2020	Year to Date Actual 31 May 2021
		\$	\$	\$
<b>Current Assets</b>				
Short term Investment	2	931,244	2,230,000	2,596,561
Cash Unrestricted	2	1,045,010	215,886	687,241
Cash Restricted	2	3,521,979	3,102,431	2,398,577
Receivables - Rates	3	155,860	179,438	179,962
Receivables - Other	3	236,037	12,424	181,503
Accrued Income		0	26,721	0
Interest / ATO Receivable		0	121,436	13,447
Inventories		88,256	73,998	68,059
Land held for resale - current		80,000	60,000	80,000
		6,058,385	6,022,334	6,205,349
<b>Less: Current Liabilities</b>				
Payables	5	(607,694)	(79,218)	(760,382)
Provisions - employee	11	(345,627)	(337,242)	(345,627)
Long term borrowings	9	(82,260)	(39,736)	(41,602)
		(1,035,581)	(456,196)	(1,147,610)
<b>Unadjusted Net Current Assets</b>		<b>5,022,804</b>	<b>5,566,138</b>	<b>5,057,739</b>
<b>Adjustments and exclusions permitted by FM Reg 32</b>				
Less: Cash reserves	10	(3,521,979)	(3,102,431)	(2,398,577)
Less: Land held for resale		(80,000)	(60,000)	(80,000)
Add: Long term borrowings	11	82,260	39,736	41,602
<b>Adjusted Net Current Assets</b>		<b>1,503,085</b>	<b>2,443,443</b>	<b>2,620,765</b>

**SIGNIFICANT ACCOUNTING POLICIES**

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

**KEY INFORMATION**

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



<b>This Year YTD</b>
<b>Surplus (Deficit)</b>
<b>\$2.62 M</b>
<b>Last Year YTD</b>
<b>Surplus (Deficit)</b>
<b>\$2.44 M</b>



Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
<b>Cash on hand</b>								
Petty Cash and Floats	Cash and cash equivalents	1,100		1,100				
<b>At Call Deposits</b>								
Municipal Fund	Cash and cash equivalents	686,141		686,141		NAB		At Call
Trust Fund	Cash and cash equivalents				98,329	NAB		At Call
Stevenson Trust Fund	Cash and cash equivalents				902,730	NAB		At Call
Licensing Trust Fund	Cash and cash equivalents				2,179	NAB		At Call
Overnight Cash Deposit Facility	Cash and cash equivalents	2,596,561		2,596,561		WATC	0.20%	At Call
<b>Term Deposits</b>								
Reserve Fund	Financial assets at amortised cost		2,398,577	2,398,577		NAB	0.42%	28/06/2021
<b>Total</b>		<b>3,283,802</b>	<b>2,398,577</b>	<b>5,682,379</b>	<b>1,003,237</b>			
<b>Comprising</b>								
Cash and cash equivalents		3,283,802	0	3,283,802	1,003,237			
Financial assets at amortised cost		0	2,398,577	2,398,577	0			
		<b>3,283,802</b>	<b>2,398,577</b>	<b>5,682,379</b>	<b>1,003,237</b>			

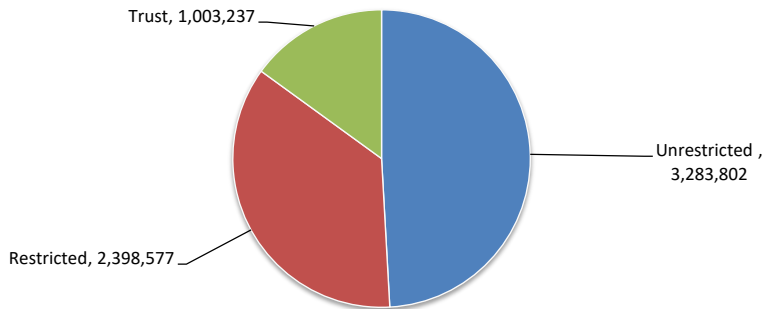
**KEY INFORMATION**

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

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

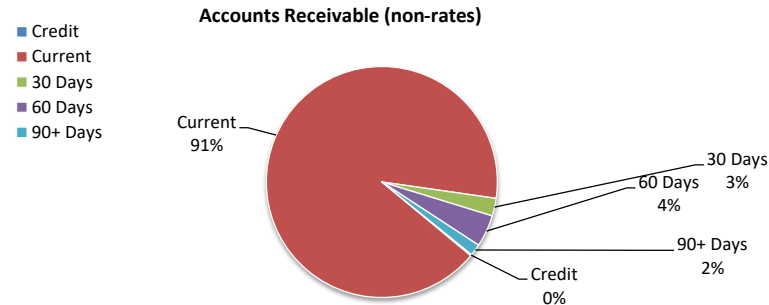
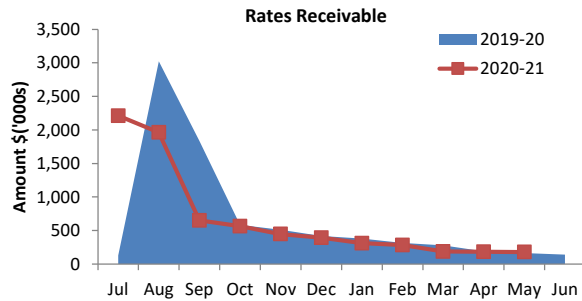
**OPERATING ACTIVITIES  
NOTE 3  
RECEIVABLES**

Rates receivable	30 June 2020	31 May 2021
	\$	\$
Opening arrears previous years	135,726	155,860
Rates levied this year	2,634,055	2,658,045
Less - collections to date	(2,613,921)	(2,633,943)
Equals current outstanding	<b>155,860</b>	<b>179,962</b>
<b>Net rates collectable</b>	<b>155,860</b>	<b>179,962</b>
% Collected	94%	94%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(341)	166,240	4,514	8,134	2,955	181,503
Percentage	(0.2%)	91.6%	2.5%	4.5%	1.6%	
<b>Balance per trial balance</b>						
Sundry receivable						181,503
GST receivable						13,447
<b>Total receivables general outstanding</b>						<b>194,950</b>
Amounts shown above include GST (where applicable)						

**KEY INFORMATION**

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



	Opening Balance 1 July 2020	Asset Increase	Asset Reduction	Closing Balance 31 May 2021
	\$	\$	\$	\$
<b>Other current assets</b>				
<b>Inventory</b>				
Inventory	88,256	0	(20,197)	68,059
<b>Land held for resale</b>				
Land held for resale - Current	80,000	0	0	80,000
<b>Accrued Income/Prepayments</b>				
Prepayments	0	0	(130)	0
<b>Total other current assets</b>	<b>168,256</b>	<b>0</b>	<b>(20,327)</b>	<b>148,059</b>
<b>Amounts shown above include GST (where applicable)</b>				

**KEY INFORMATION**

**Inventory**

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

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

**Land held for resale**

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.

Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

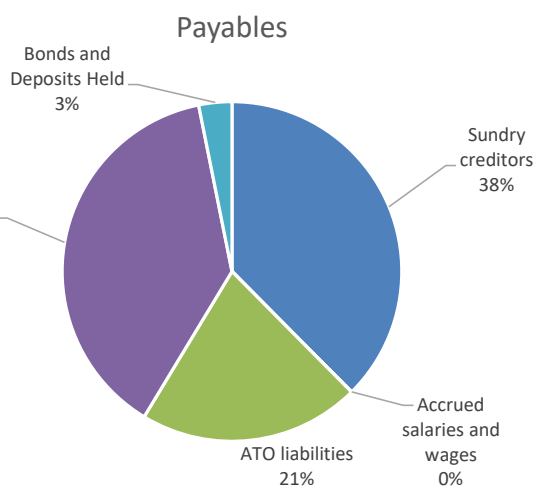
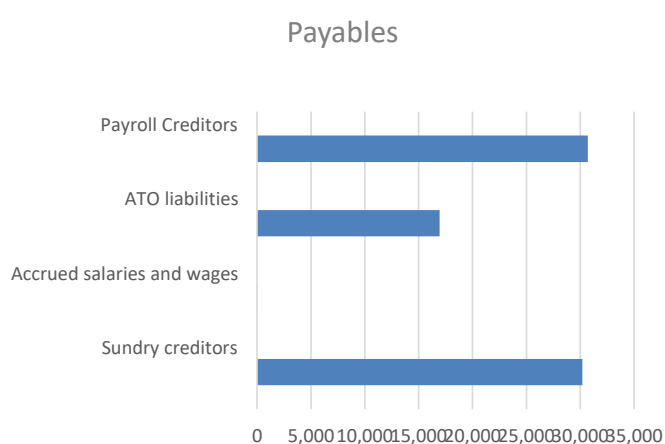
Land held for resale is classified as current except where it is held as non-current based on the Council's intentions to release for sale.

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	22,952	0	0	0	22,952
ESL Payable	0	7,239				7,239
Percentage	0%	100%	0%	0%	0%	
<b>Balance per trial balance</b>						
Sundry creditors						30,192
Accrued salaries and wages						8
ATO liabilities						16,956
Payroll Creditors						30,707
Bonds and Deposits Held						2,532
<b>Total payables general outstanding</b>						<b>80,395</b>

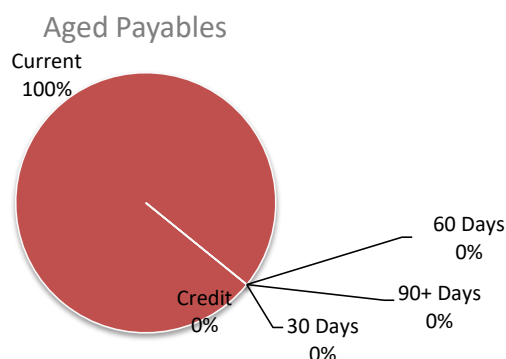
Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



- Credit
- Current
- 30 Days
- 60 Days
- 90+ Days



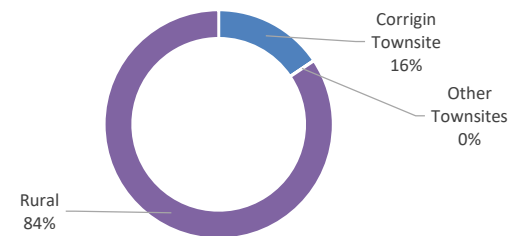
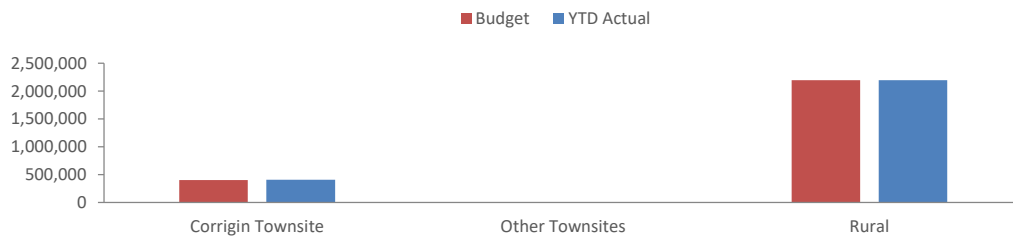
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 6  
RATE REVENUE

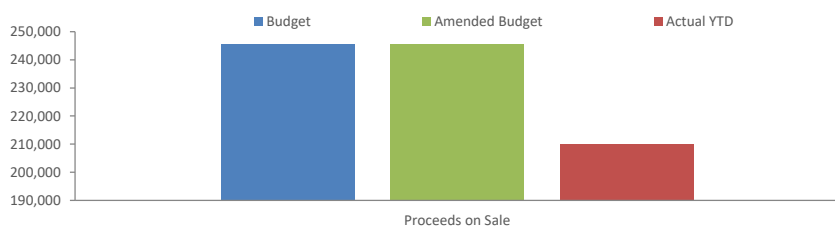
General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
<b>RATE TYPE</b>				\$	\$	\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>											
Corrigin Townsite	0.091275	408	4,393,054	400,976	994	0	401,970	400,976	3,896		404,872
Other Townsites	0.091275	3	18,980	1,732	0	0	1,732	1,733			1,733
<b>Unimproved value</b>											
Rural	0.013934	342	157,355,000	2,192,585	0	0	2,192,585	2,192,584			2,192,584
<b>Sub-Total</b>		<b>753</b>	<b>161,767,034</b>	<b>2,595,293</b>	<b>994</b>	<b>0</b>	<b>2,596,287</b>	<b>2,595,293</b>	<b>3,896</b>	<b>0</b>	<b>2,599,189</b>
<b>Minimum payment</b>	<b>Minimum \$</b>										
<b>Gross rental value</b>											
Corrigin Townsite	390	42	80,204	16,380	0	0	16,380	16,380			16,380
Other Townsites	390	10	12,230	3,900	0	0	3,900	3,900			3,900
<b>Unimproved value</b>											
Rural	390	14	111,927	5,460	0	0	5,460	5,460			5,460
<b>Sub-total</b>		<b>66</b>	<b>204,361</b>	<b>25,740</b>	<b>0</b>	<b>0</b>	<b>25,740</b>	<b>25,740</b>	<b>0</b>	<b>0</b>	<b>25,740</b>
<b>Amount from general rates</b>							<b>2,622,027</b>				<b>2,624,929</b>
Ex-gratia rates							33,116				33,116
<b>Total general rates</b>							<b>2,655,143</b>				<b>2,658,045</b>

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



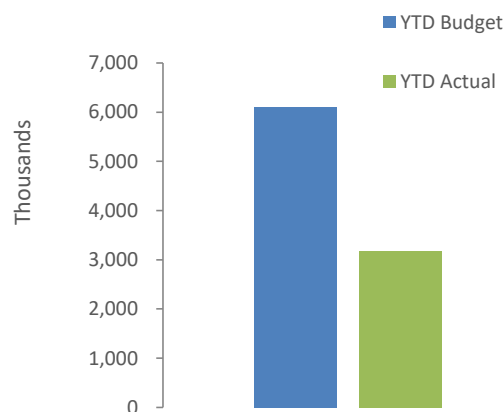
Asset Ref.	Asset description	Budget				Amended Budget				YTD Actual			
		Net Book		Profit	(Loss)	Net Book		Profit	(Loss)	Net Book		Profit	(Loss)
		Value	Proceeds			Value	Proceeds			Value	Proceeds		
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Land and Buildings</b>													
<b>Community Amenities</b>													
	2 Price Retreat Granite Rise	0	0	0	0	25,000	37,673	12,673	0	25,000	37,673	12,673	0
	5 Abe Way Granite Rise	0	0	0	0	30,000	43,182	13,182	0	30,000	43,182	13,182	0
	3 Lindsay Rise Granite Rise	0	0	0	0	25,000	36,945	11,945	0	25,000	36,945	11,945	0
<b>Economic Services</b>													
	Caravan Park Laundry Block	0	0	0	0	0	0	0	0	11,335	0	0	(11,335)
	Caravan Park Ablution Block	0	0	0	0	0	0	0	0	31,221	0	0	(31,221)
<b>Plant and equipment</b>													
<b>Law, order, public safety</b>													
	Central BFB Fire Truck	48,193	0	0	(48,193)	48,193	0	0	(48,193)	0	0	0	0
<b>Health</b>													
	4CR Holden Acadia	33,184	25,000	0	(8,184)	33,184	25,000	0	(8,184)	0	0	0	0
<b>Transport</b>													
	CR11 Caterpillar 12M Grader	136,000	150,000	14,000	0	0	0	0	0	0	0	0	0
	CR6 2009 Volvo G930 Grader	0	0	0	0	139,263	50,000	0	(89,263)	138,180	70,000	0	(68,180)
	CR3038 1988 Mower Trailer	0	500	500	0	0	500	500	0	0	0	0	0
	Traffic Controllers	0	0	0	0	6,000	1,110	0	(4,890)	6,000	1,110	0	(4,890)
<b>Other property and services</b>													
	1CR Mazda Asaki	46,671	30,000	0	(16,671)	46,671	30,000	0	(16,671)	0	0	0	0
	CR123 Holden Colorado	25,691	20,000	0	(5,691)	23,439	21,174	0	(2,265)	23,439	21,174	0	(2,265)
		<b>289,739</b>	<b>225,500</b>	<b>14,500</b>	<b>(78,739)</b>	<b>376,750</b>	<b>245,584</b>	<b>38,300</b>	<b>(169,466)</b>	<b>290,175</b>	<b>210,083</b>	<b>37,800</b>	<b>(117,891)</b>



Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	1,624,889	1,049,889	951,401	(98,488)
Plant and equipment	1,072,836	615,876	71,486	(544,390)
Infrastructure - roads	2,273,203	2,076,781	1,768,742	(308,039)
Infrastructure - Footpaths	35,358	35,358	34,585	(773)
Infrastructure - Other	1,095,310	340,646	357,064	16,418
<b>Payments for Capital Acquisitions</b>	<b>6,101,596</b>	<b>4,118,550</b>	<b>3,183,279</b>	<b>(935,271)</b>
Right of use assets	0	0	0	0
<b>Total Capital Acquisitions</b>	<b>6,101,596</b>	<b>4,118,550</b>	<b>3,183,279</b>	<b>(935,271)</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	2,437,989	2,360,726	1,525,818	(834,908)
Other (disposals & C/Fwd)	225,500	0	210,083	210,083
Cash backed reserves				
Reserves Cash Backed - Plant Replacement Reserve	25,000	0	0	0
Reserves Cash Backed - Senior Citz Units	137,245	0	214,389	214,389
Reserves Cash Backed - Recreation & Events Centre Reserve	220,000	0	0	0
Contribution - operations	3,055,862	1,757,824	1,232,989	(524,835)
<b>Capital funding total</b>	<b>6,101,596</b>	<b>4,118,550</b>	<b>3,183,279</b>	<b>(935,271)</b>

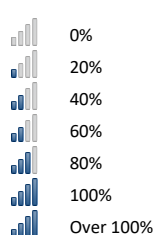
#### SIGNIFICANT ACCOUNTING POLICIES

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



Capital expenditure total

Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

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

		Adopted				
Account Description		Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over)
<b>Land and Buildings</b>						
08411	Aged Housing Units	610,200	610,200	610,200	519,552	(90,648)
13282	Caravan Park Ablution Block	300,000	300,000	300,000	288,530	(11,470)
07780	Wellness Centre Refurbishment	250,000	250,000	0	4,544	4,544
10184	Container Deposit Scheme Facility	30,000	75,000	75,000	74,087	(913)
11180	Town Hall Ceiling Repairs	81,680	64,689	64,689	64,689	(0)
11180	Town Hall Painting & Improvements	0	50,000	0	0	0
11185	Roads Board Conservation Works	0	275,000	0	0	0
<b>Plant &amp; Equipment</b>						
14582	Purchase & Disposal of 1CR Mazda	50,000	50,000	50,000	0	(50,000)
7480	Purchase & Disposal of 4CR Holden	35,000	35,000	35,000	0	(35,000)
14280	Purchase & Disposal of CR123 Holden	40,000	42,537	42,537	42,537	0
12382	Purchase & Disposal of CR11 Caterpillar Grader	450,000	0	0	0	0
12382	Purchase & Disposal of CR6 Volvo G930 Grader	0	450,000	450,000	0	(450,000)
15181	Purchase & Disposal of Central BFB Fire Truck	450,000	450,000	0	0	0
14287	Purchase & Disposal of Small Plant	40,500	39,960	33,000	23,610	(9,390)
14293	Purchase Pocket RAMM Tablet & Keyboard	5,900	5,339	5,339	5,339	0
<b>Infrastructure - Roads</b>						
CR009	Bilbarin East Road	104,740	104,740	87,285	91,901	4,616
MR016	Babakin Corrigin Road	63,400	63,400	63,400	89,956	26,556
RR003	Bullaring Pingelly Road	352,866	352,866	294,055	289,100	(4,955)
CR016	Babakin Corrigin Road	107,329	107,329	107,328	71,678	(35,650)
RG174	Corrigin Naremben Road	35,191	35,191	29,325	28,416	(909)
RG016	Babakin Corrigin Road	78,000	78,813	78,813	62,083	(16,730)
RR172	Corrigin Quairading Road	454,855	479,233	479,232	479,233	1
RG001	Bendering Road	522,281	522,281	522,281	415,683	(106,598)
LRC001	Bendering Road	274,862	274,862	229,050	232,094	3,044
CR010	Bendering Road	3,570	3,570	0	3,544	3,544
CR159	Malcolm Street	2,900	2,900	0	2,485	2,485
WFN007	Rabbit Proof Fence	0	248,018	186,012	2,570	(183,442)
<b>Infrastructure - Footpaths</b>						
12281	Footpath Upgrade	35,358	35,358	35,358	34,585	(773)
<b>Infrastructure - Other</b>						
13285	Rotary Park Redevelopment	500,000	502,215	0	9,800	9,800
13783	Water Sustainability Project	167,000	171,614	139,165	152,185	13,020
13782	Standpipe Upgrades	8,000	26,800	26,800	16,761	(10,039)
11390	Oval Lighting Upgrade	220,000	220,000	0	3,295	3,295
11293	Swimming Pool Filter Upgrade	175,000	169,371	169,371	169,371	0
10785	Niche Wall Construction	10,000	5,310	5,310	5,652	342
		<b>5,458,632</b>	<b>6,101,596</b>	<b>4,118,550</b>	<b>3,183,279</b>	<b>(935,271)</b>



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**FINANCING ACTIVITIES  
NOTE 9  
BORROWINGS**

**Repayments - borrowings**

Information on borrowings			Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2020	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$
<b>Recreation and culture</b>								
Recreation and Events Centre	102	1,578,353	40,659	82,261	1,537,694	1,496,092	36,618	72,293
<b>Total</b>		1,578,353	40,659	82,261	1,537,694	1,496,092	36,618	72,293
Current borrowings		82,261			-41,602			
Non-current borrowings		1,496,092			1,579,296			
		1,578,353			1,537,694			

All debenture repayments were financed by general purpose revenue.

**KEY INFORMATION**

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 10  
CASH RESERVES

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Amended Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Amended Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Reserves Cash Backed - Long Service Leave Reserve	154,938	1,395	1,151	777	15,000	15,000	-			-	171,333	171,089	155,715
Reserves Cash Backed - Community Bus Reserve	45,765	412	0	-			-		(45,765)	(45,765)	46,177	0	0
Reserves Cash Backed - Staff Housing Reserve	314,921	2,835	2,340	1,579	20,000	30,000	-			-	337,756	347,261	316,500
Reserves Cash Backed - Office Equipment Reserve	6,560	59	49	33	10,000	15,000	-			-	16,619	21,609	6,593
Reserves Cash Backed - Plant Replacement Reserve	1,025,872	9,230	7,963	5,373	50,000	195,765	45,765	(25,000)	(25,000)	-	1,060,102	1,204,600	1,077,010
Reserves Cash Backed - Swimming Pool Reserve	30,882	278	229	155	100,000	150,000	-			-	131,160	181,111	31,037
Reserves Cash Backed - Roadworks Reserve	265,566	2,391	1,973	1,331	30,000	30,000	-			-	297,957	297,539	266,897
Reserves Cash Backed - Land Subdivision Reserve	53,420	481	397	268			-			-	53,901	53,817	53,688
Reserves Cash Backed - Townscape Reserve	2,717	24	20	14	10,000	10,000	-			-	12,741	12,737	2,731
Reserves Cash Backed - Medical Reserve	4,834	44	36	24	10,000	20,000	-			-	14,878	24,870	4,858
Reserves Cash Backed - LGCHP Long Term Maintenance Reserve	4,008	36	30	20	10,000	10,000	-			-	14,044	14,038	4,028
Reserves Cash Backed - Rockview Land Reserve	5,881	53	44	29	1,000	1,000	-			-	6,934	6,925	5,910
Reserves Cash Backed - Financial Assistance Grant	1,028,266	169	592	592			-	(1,028,435)	(1,028,858)	(1,028,858)	0	0	0
Reserves Cash Backed - Senior Citz Units	150,330	388	466	361		107,143	107,143	(137,245)	(214,389)	(214,389)	13,473	43,550	43,445
Reserves Cash Backed - Town Hall Reserve	99,087	892	736	497	10,000	10,000	-			-	109,979	109,823	99,584
Reserves Cash Backed - Recreation & Events Centre Reserve	275,311	2,479	2,046	1,381	150,000	146,369	-	(220,000)	(220,000)	-	207,790	203,726	276,692
Reserves Cash Backed - Bending Tip Reserve	53,620	444	398	269	5,000	30,415	-			-	59,064	84,433	53,889
Reserves Cash Backed - Grants And Contributions Reserve	0		0	-		0	-			-	0	0	0
	<b>3,521,978</b>	<b>21,610</b>	<b>18,470</b>	<b>12,703</b>	<b>421,000</b>	<b>770,692</b>	<b>152,908</b>	<b>(1,410,680)</b>	<b>(1,534,012)</b>	<b>(1,289,011)</b>	<b>2,553,908</b>	<b>2,777,128</b>	<b>2,398,577</b>

KEY INFORMATION

Other current liabilities	Note	Opening Balance 1 July 2020	Liability Increase	Liability Reduction	Closing Balance 31 May 2021
		\$	\$	\$	\$
<b>Contract liabilities</b>					
Unspent grants, contributions and reimbursements					
- operating	12	0	0	0	0
- non-operating	13	(214,388)	(708,124)	275,158	(647,355)
<b>Total unspent grants, contributions and reimbursements</b>		(214,388)	(708,124)	275,158	(647,355)
Rubbish Service - Income Rec'd in Advance		0	(205,721)	188,578	(17,143)
Income in Advance		(17,576)		2,087	(15,489)
<b>Provisions</b>					
Annual leave		(196,912)	0	0	(196,912)
Long service leave		(148,715)	0	0	(148,715)
<b>Total Provisions</b>		(345,627)	0	0	(345,627)
<b>Total other current assets</b>		<b>(577,591)</b>	<b>(913,846)</b>	<b>465,823</b>	<b>(1,025,614)</b>
<b>Amounts shown above include GST (where applicable)</b>					

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13

#### KEY INFORMATION

##### Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

##### Employee benefits

###### Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

###### Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

##### Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue			
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	YTD Budget	Annual Budget	Amended Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants and subsidies</b>									
<b>General purpose funding</b>									
Federal Assistance Grant Scheme - General				0		566,882	606,505	566,882	566,882
Federal Assistance Grant Scheme - Roads				0		309,436	316,720	309,437	309,437
<b>Law, order, public safety</b>									
DFES BFB Funding				0		35,267	43,159	47,023	35,864
<b>Education and welfare</b>									
DPIRD CRC Funding				0		106,236	106,237	106,237	98,710
Resource Centre Small Grant Funding				0		13,044	2,000	13,977	13,839
<b>Recreation and culture</b>									
Bike Week Grant Funding				0		0	500	0	0
Saluting their Service Commemorative Grant Funding				0		4,940	4,940	4,940	4,940
Thank a Volunteer Funding				0		0	855	0	0
Healthways Park Party Funding				0		4,500	3,500	4,500	4,200
State Library Digital Inclusion Grant				0		0	0	2,282	2,282
Wheatbelt NRM Grant				0		0	0	0	5,150
<b>Transport</b>									
MRWA Direct Grant				0		0	168,140	168,140	168,140
	0	0	0	0	0	1,040,305	1,252,556	1,223,418	1,209,444
<b>Operating subsidies &amp; contributions</b>									
<b>Health</b>									
ROE Health Scheme Contributions				0		0	185,749	186,819	139,033
<b>Recreation and culture</b>									
Park Party Local Contributions				0		2,500	2,500	2,500	1,545
<b>Transport</b>									
Street Lighting Subsidy				0		0	0	0	4,170
	0	0	0	0	0	2,500	188,249	189,319	144,749
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,042,805</b>	<b>1,440,805</b>	<b>1,412,737</b>	<b>1,354,194</b>

#REF!

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

NOTE 13  
NON-OPERATING GRANTS AND CONTRIBUTIONS

Unspent non operating grants, subsidies and contributions liability

Non operating grants, subsidies and contributions revenue

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue			
	Liability 1 July 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	YTD Budget	Annual Budget	Amended Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Non-operating grants and subsidies</b>									
<b>Law, order, public safety</b>									
DFES - Central BFB Truck				0	0	0	450,000	450,000	0
<b>Health</b>									
Drought Communities Program				0	0	0	250,000	0	0
<b>Education and welfare</b>									
DPIRD Wheatbelt South Aged Housing	214,388	0	(214,388)	0	0	200,051	185,714	400,102	340,103
<b>Recreation and culture</b>									
Drought Communities Program				0	0	68,182	25,000	68,182	68,182
LCIRP Town Hall and Roads Board Refurbishment		241,158		241,158	241,158		0	324,115	
<b>Transport</b>									
Grant - Regional Road Group Income				0	0	273,750	365,000	365,000	305,166
Grant - Roads to Recovery Income				0	0	336,956	435,275	435,275	434,795
Regional Bicycle Network Funding				0	0	2,000	2,000	2,000	1,000
Grant - Local Regional Community Infrastructure Program				0	0	0	0	703,576	214,587
<b>Economic services</b>									
Drought Communities Program	0	466,966	(60,770)	406,196	406,196	834,846	725,000	951,818	161,985
Wheatbelt NRM Grant				0	0		0	5,150	
	<b>214,388</b>	<b>708,124</b>	<b>(275,158)</b>	<b>647,355</b>	<b>647,355</b>	<b>1,715,785</b>	<b>2,437,989</b>	<b>3,705,218</b>	<b>1,525,818</b>

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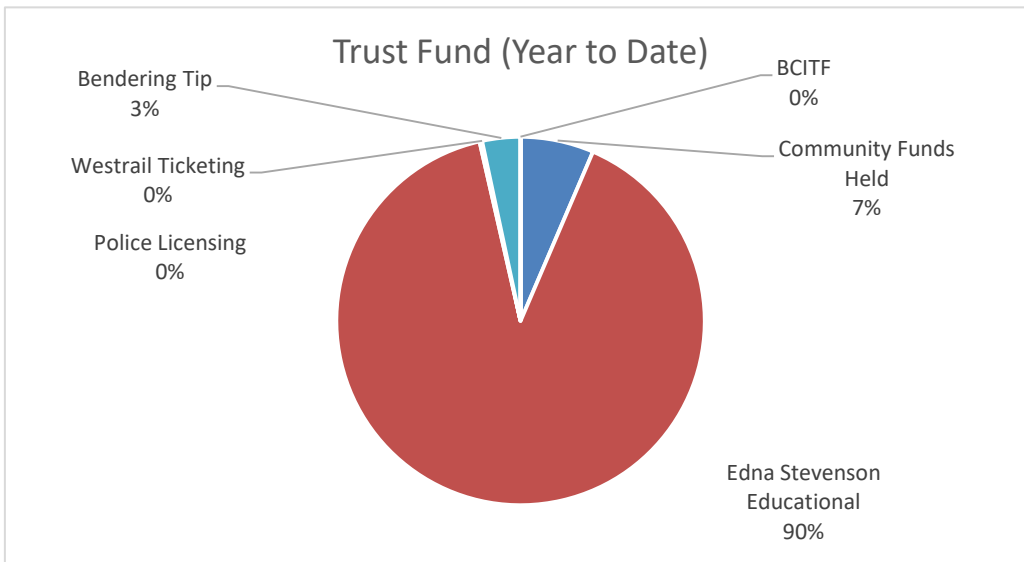
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 14  
TRUST FUND**

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

Description	Opening Balance 1 July 2020	Amount Received	Amount Paid	Closing Balance 31 May 2021
	\$	\$	\$	\$
Community Funds Held	61,750	21,675	(18,817)	<b>64,608</b>
Edna Stevenson Educational	926,076	420	(23,767)	<b>902,730</b>
Police Licensing	6,683	469,265	(473,770)	<b>2,179</b>
Westrail Ticketing	40	1,028	(1,008)	<b>61</b>
Bendering Tip	33,661	0	0	<b>33,661</b>
BCITF	164	1,025	(1,189)	<b>(0)</b>
	<b>1,028,375</b>	<b>493,413</b>	<b>(518,551)</b>	<b>1,003,237</b>

**KEY INFORMATION**



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 15  
BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	<b>Budget adoption</b>		Opening surplus				1,640,666
72600	Reallocation of Transfer to Swimming Pool Reserve to Capital Project	#153/2020	Non Cash Item	(100,000)			1,540,666
13783	Reallocation of Water Sustainability Capital Project Funding to Swimming Pool Capital Project	#153/2020	Non Cash Item	(70,000)			1,470,666
11293	Increase of funds available to Filter Upgrade at Swimming Pool	#153/2020	Non Cash Item	170,000			1,640,666
07780	Reallocate Drought Communities Program Wellness Centre project funds	#167/2020	Non Cash Item	(250,000)			1,640,666
13282	Allocate Drought Communities Program funds to Caravan Park Ablution project	#167/2020	Non Cash Item	250,000			1,640,666
13282	Reallocate capital municipal funds Caravan Park Ablution project	#167/2020	Non Cash Item	(250,000)			1,640,666
07780	Allocate capital municipal funds to Wellness Centre project	#167/2020	Non Cash Item	250,000			1,640,666
				0	0	0	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021**

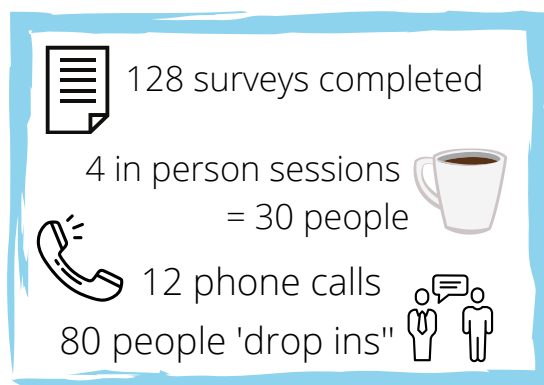
**NOTE 16  
EXPLANATION OF MATERIAL VARIANCES**

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

The material variance adopted by Council for the 2020-21 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
<b>Revenue from operating activities</b>				
Housing	(11,009)	(8.52%)	Timing	YTD income under anticipated budget due to properties being vacant at times during the financial year.
Community amenities	19,397	7.13%	Permanent	Income from Tip fees are over anticipated budget. Container Deposit Scheme commission is over anticipated budget. Profit on sale of Granite Rise higher than YTD budget
Economic services	18,606	24.95%	▲ Permanent	Tourism and Area promotion income is over anticipated YTD budget. Standpipe fees over anticipated budget.
Other property and services	(20,020)	(14.69%)	▼ Permanent	Private works income is below anticipated YTD budget
<b>Expenditure from operating activities</b>				
Governance	132,598	19.32%	▲ Timing	Year to date expenditure is below anticipated budget across the program. Yet to receive expense for annual audit. Legal fee expenditure is under anticipated YTD budget. Valuation expense is yet to be received. Expenditure YTD is down across program.
General purpose funding	16,803	24.37%	▲ Timing	
Law, order and public safety	38,670	25.31%	▲ Timing	Fire Prevention expenditure is under anticipated year to date budget, no recent accounts received for cost of CESM. Program is under anticipated YTD budget overall. Expenditure is below anticipated YTD budget across the program. Medical Centre and Dental Surgery maintenance is below anticipated budget. Public Health Plan yet to be actioned.
Health	82,644	14.51%	▲ Timing	
Education and welfare	50,899	14.20%	▲ Permanent	Community Resource Centre operating expenditure is well below anticipated YTD budget across all areas including wages, maintenance and equipment. Program is under anticipated YTD budget overall.
Housing	21,793	16.05%	▲ Timing	Staff and other housing maintenance is under anticipated YTD budget. Not a lot of maintenance has been required.
Community amenities	33,743	5.93%	Timing	YTD expenditure is below anticipated budget across the program due to timing of receiving accounts.
Recreation and culture	185,114	12.73%	▲ Timing	Other Recreation and Sport including Main oval and sporting facilities, CREC operating and all park expenses are well under anticipated YTD budget.
Transport	264,541	9.54%	Timing	Streets, Roads, Bridges and Depot Maintenance is under year to date budget overall due to timing.
Economic services	39,758	9.95%	Timing	Public utility expense is under anticipated YTD budget. YTD expenditure is below anticipated budget across the program
Other property and services	174,328	59.78%	▲ Timing	Plant op costs have been corrected and under YTD budget. Private works expense under anticipated budget. Wages under anticipated YTD budget. YTD Expenditure is under anticipated budget across the program.
<b>Investing activities</b>				
Proceeds from non-operating grants, subsidies and contributions	(834,908)	(35.37%)	▼ Timing	Non operating grant funding is under YTD budget due to advance unexpended funds having to be recognised as a liability until expended.
Payments for property, plant and equipment and infrastructure	935,271	22.71%	▲ Timing	Capital projects behind YTD budget due to timing.





**WHAT DID OUR  
 COMMUNITY  
 SAY?**

Between April and May the Shire of Corrigin asked the community for feedback on their current Strategic Plan and input into the 2031 direction. A summary of responses is below. For further information please contact Natalie Manton.

## COMMUNITY

### High Priority

- Youth engagement services and initiatives
- Access to health services and health facility retention
- Facilities, services and care for seniors

### Medium Priority

- Events, arts and culture
- Sport and recreation facilities
- Looking after our volunteers

## ECONOMY

### High Priority

- Road and footpath infrastructure
- Industrial land development
- Promotion of our assets
- Tourism development
- Safety and security
- Accommodation for workers

### Medium Priority

- Economic development
- Development of the town centre

## ENVIRONMENT

### High Priority

- Bushfire prevention and control

### Medium Priority

- Preservation of the natural environment

## LEADERSHIP

### High Priority

- Consistent communication
- Succession planning for key staff and Councillors

SHIRE OF



**STRATEGIC  
COMMUNITY PLAN**  
2021 - 2031

## Shire Vision

Strengthening our community now to grow and prosper into the future

### Welcome from the Shire President

XX

### Key Points of the Plan

- Strong focus on **maintaining and building upon our current assets**
- Renewed focus on **joint planning for the achievement of outcomes in youth engagement, active citizenship and future employment within the community**
- **Long term approach to economic development** with the development of industrial land and coordinated approach to promotion of our community's assets and lifestyle
- **Continuing the care and facilitating services for seniors**
- Retention of key **medical and allied health services**
- Looking after our volunteers and in **particular co-location of emergency services**
- **Road and footpath** renewal and maintenance
- **Forward planning towards main street and town scape** aesthetics and enhancements
- **Succession planning for key leadership positions** within the Council and workforce

## Achievements since the 2017 - 2027 Strategic Plan

Our Shire has achieved the following since our last major Strategic Community Plan review.

Outcomes - Economic

Outcomes – Social

Outcomes - Environment

Outcomes – Leadership

# Council's Commitment to the Community

Brief statement developed by Council

XX

## Our Demographics Tell Us

Where we are now

- **1,176<sup>1</sup> people call Corrigin and the local government area home**
- **Our population is steady**
- **We are a community of families:** 32.5% were couple families with children, and 11.9% were one parent families.
- **We also have a lot of couples with no children:** 54.5% were couple families do not have children
- **We have an ageing population:** The percentage of the resident population from 45 to 84 years is noticeably higher than the State average with the percentage over 55 increasing
- **We have varied levels of affluence in the community:** family (\$1,672) and household income (\$1332) is below WA and Australian averages, but personal weekly (\$748) income is above
- **We have low unemployment:** 3.31%<sup>2</sup> compared to state average of 7.8%
- **Our workforce works more hours a week** than other Western Australians and Australians
- **We have high car ownership rates:** because we have no public transport access. We like to work to walk to work or work from home too
- **We have high volunteerism:** 40.8% of Corrigin residents undertake voluntary work, well above the state (19%) and national average (19%)
- **A small proportion changed address in the last 5yrs:** 31.1% changed address
- **Just over a quarter rent their residence in Corrigin<sup>3</sup>**

Where we will be in 10yrs

- **Population may slightly decline by 2031:** Predicted population of 1,055<sup>4</sup>
- **We will continue to be a major service centre in the Wheatbelt**
- XX

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<sup>1</sup> .id 2017/18

<sup>2</sup> .id 2017/18

<sup>3</sup> .id 2016

<sup>4</sup> WA Tomorrow Band C Report 11

## How We Developed this Document

Our Strategic Community Plan reinforces our commitment to the people who live, work and visit Corrigin. The purpose of this document is to provide a clear purpose and strategic direction for our Shire, and to source the funding and support required to address the community priorities detailed later in this document.

It was developed based on

- The State Government's Blueprint for the region and other relevant policies, plans and strategies from both the State and Federal Governments.
- Extensive community engagement on what is important to the people that live within our Shire.
- Input from Elected Members and Staff based on feedback they have received and their strong desire to deliver positive outcomes for their community.
- Current partnerships and projects already being delivered.

## Progress Reporting

The Shire of Corrigin has adopted a traffic light based Quarterly Update to report progress against the priorities as detailed in the Corporate Business Plan which will be shared via a Council Item and on the Shire web-site. In addition, results are formally communicated to the community annually via the legislated Annual Report

## IPR Reviews

This Strategic Community Plan will be subjected to a minor review in 2023 and a major review requiring extensive community engagement in 2025 as legislated. In addition, the Corporate Business Plan will be reviewed and updated annually to reflect any changes to priorities, service levels and the budget.

## Summary of Community Engagement

Engagement	Format	Reach
Thank a Volunteer Breakfast	Informal discussion	30
Seniors Coffee and Chat	Group discussion, survey handed out	6
Shire of Corrigin Administration meeting	Facilitated workshop	8
Community Drop In along the Main Street	Informal discussion, handed out surveys	50
Business After Hours and survey sent to businesses afterwards	Group discussion and handed out surveys	8
Shire of Corrigin Council session	Facilitated workshop	6 Councillors 2 Staff
Phone calls – community leaders, sports groups	Phone calls to identified clubs and leaders	
Shire of Corrigin Works Crew	Group discussion	
Community Survey completed	Hard copy and online survey	99
Community Survey to Corrigin DHS senior students	Hard copy survey	
<b>TOTAL</b>		<b>209</b>

## Strategic Priorities

Community members were asked to rank the following strategic priorities in order of importance to them with the resulting order being.

	Medium Priority	High Priority
Access to health services		
Access to services and facilities for people with disabilities		
Bush fire prevention and control		
Community events organised by the Shire and Community Resource Centre (CRC)		
Conservation and environmental management		
Development of the town centre		
Economic development		
Facilities, services and care available for seniors		
Events, arts and cultural activities		

Sport and recreation facilities		
Promotion of our community		
Tourism development		
Safety and security		
Services and facilities for youth		

Emerging issues raised by community members at the various engagement forums:

- The **peaceful rural lifestyle, friendly community spirit, services available and local business** were recurring reasons that people value living in the Shire
- Maintenance and enhancement of the **road transport network and footpaths** across the town site
- The **lack of quality rental accommodation and housing** for employees of local businesses
- The **importance of key services and the desire to maintain and retain** them in our future growth (School, Hospital, Medical Centre, Childcare Centre etc)
- The **importance of volunteering** and the potential for volunteer burnout with the pool of volunteers shrinking.
- The **importance of and potential for tourism**
- **Enhancement of the main street** aesthetics and greening of the townscape
- The **importance of agriculture** to the local economy and the need to maintain rural gravel roads to a high standard
- The need to engage with **young people** and give them a sense of pride and things to do
- **Care for our seniors**, facilities and services to support them



# Community Priorities 2021 - 2031

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
<b>1. SOCIAL</b> <i>An effectively serviced, inclusive and resilient community</i>	
1.1 Joint planning with local and external key stakeholders to help improve the sense of place and access to opportunities for young people	Young people our engaged and contribute as active citizens
	Retention of key services including the Childcare Centre and DHS
1.2 Facilitate and advocate for the provision of quality health services, health facilities and programs in the Shire	Retention of health facilities and visiting services
	Corrigin Medical Centre has a sustainable business model and Centre is enhanced
	Ageing in place can occur and achievement of outcomes in the Aged Friendly Community Plan
1.3 Support and help facilitate community events and inclusive initiatives	Well attended local events and activities
	Arts and cultural activities feature strongly in our identity
1.4 Support local volunteer organisations through initiatives that reduce volunteer fatigue and strengthen their resilience	Volunteers feel supported by the Shire
	CRC jointly plans with and reflects the needs of local groups
	Community Grant Scheme well subscribed
1.5 Support emergency services planning, risk mitigation, response and recovery	We collaboratively plan and respond to emergency situations identified (LEMC)
	Volunteer emergency services are co-located

**2. ECONOMIC**

**A strong, diverse economy supporting agriculture, local business and attracting new industry**

2.1 Support the diverse industry across the Shire	Achievement of initiatives in our Tourism and Economic Development Strategy
	Business Grant Scheme well subscribed
	Demonstrated progress with stakeholders to facilitate industrial land expansion
2.2 Coordinated planning and promotion of the visitor and tourist experience	Visitors receive timely and accurate information about our attractions and services
	Visitors and tourists extend their stay in Corrigin
2.3 Active engagement, participation and planning in regional groups	Regional groupings help us achieve improved telecommunications reliability
	We work collaboratively to achieve local benefit
2.4 Local businesses and the Shire have access to diverse skills and experiences	Shire housing stock assists in attraction and retention of the local workforce
	Pathways for apprentices and trainees in the Shire business
	Retention of the child care service

**3. ENVIRONMENT**

**An attractive natural and built environment for the benefit of current and future generations**

3.1 Safe, efficient and well maintained road and footpath infrastructure	Achievement of the 10yr road plan goals and strategies
	Achievement of the 10yr footpath replacement program
	Less impact on our roads due to extreme weather events and increased vehicle tonnage (road engineering, stormwater management)
3.2 Parks, gardens, recreational and social spaces are safe and encourage active, engaged and healthy lifestyles	Main street and town is green, tidy, easy to access and activated
	Sport and Recreation facility and surface improvements are planned in a coordinated manner (Masterplan Sport and Rec)
3.3 We prepare and maintain our assets for the current and future community	Updating of Shire’s Asset Management Plan to ensure viability and sustainability of the Shire’s Building Assets
	Heritage is maintained, enhanced and enjoyed
3.4 Maintain a high standard of environmental health and waste services	Compliance with environmental health and waste legislation
3.5 Conservation of our natural environment	Community engagement in the management of invasive species,
	Management of nature reserves
3.6 Demonstrate sustainable practices of water management	Preservation, improved efficiency and use water

**STRATEGIC PRIORITIES**

**WE KNOW WE ARE SUCCEEDING WHEN**

**4. Governance and Leadership**

**Strong governance and leadership**

4.1 Succession planning for key leadership roles (Council and workforce)	Workforce Plan outcomes achieved
	Councilor training completed
	Our community spirit is a quality of our leadership and workforce
4.2 Communication to the workforce and community is consistent	We listen and we do what we say we are doing to do
4.3 Forward planning and implementation of plans to determine Strategic Plan and service levels	Collaborative planning amongst key stakeholders
	Local community engagement
4.4 Provide informed and transparent decision making that, meets our legal obligations, and the needs of our diverse community	Performance against targets – Strategic Community Plan and Corporate Business Plans goals
4.5 Implement systems and processes that meet legislative and audit obligations	External Audits and Reviews confirm compliance with relevant legislation.

## Strategic Risks for the Shire of Corrigin:

The following risks were identified by Council and mitigation of these risks are included in the Strategic Community Plan, Corporate Business Plan, Workforce Plan and Long Term Financial Plan.

<p><b>Community</b></p> <ul style="list-style-type: none"> <li>Employment opportunities and diversity</li> <li>Quality public and private accommodation</li> <li>Attraction and retention of resident population</li> <li>Volunteer fatigue</li> </ul>	<p><b>Economy</b></p> <ul style="list-style-type: none"> <li>Low cost, reliable power sources</li> <li>Telecommunication reliability and coverage</li> <li>Proximity to regional centres</li> <li>Ageing water infrastructure</li> <li>Education opportunities</li> </ul>
<p><b>Environment</b></p> <ul style="list-style-type: none"> <li>Changing of the climate</li> <li>Waste and recycling management</li> </ul>	<p><b>Leadership</b></p> <ul style="list-style-type: none"> <li>Managing community expectations of Council</li> <li>Councillor and staff succession and renewal</li> <li>Staff attraction and retention</li> <li>Compliance</li> <li>Access to funding to achieve community aspirations</li> <li>Aging workforce</li> </ul>

## 1.1 EMPLOYEE HEALTH AND WELLBEING SUPPORT

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<b>Policy Owner:</b>	Governance and Compliance
<b>Person Responsible:</b>	Chief Executive Officer
<b>Date of Approval:</b>	**
<b>Amended:</b>	**

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**Objective: PREAMBLE**

The Shire of Corrigin Code of Conduct (the Code) provides employees with clear guidelines for the standards of professional conduct expected of them in carrying out their functions and responsibilities.

The Code addresses the broader issue of ethical responsibility and encourages transparency and accountability. The Code expresses the Shire of Corrigin's commitment to high standards of ethical and professional behaviour and outlines the principles in which individual responsibilities are based.

The Code is complementary to the principles adopted in the *Local Government Act 1995* (the Act) and associated regulations, which incorporate four fundamental aims:

- (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.*

**Policy: STATUTORY ENVIRONMENT**

The Code addresses the requirement in section 5.51A of the Act for the CEO to prepare and implement a code of conduct to be observed by employees of the Local Government, and includes the matters prescribed in Part 4A of the *Local Government (Administration) Regulations 1996*.

The Code should be read in conjunction with the Act and associated regulations. Employees should ensure that they are aware of their statutory responsibilities under this and other legislation.

**APPLICATION**

For the purposes of the Code, the term employees includes persons employed by the Shire of Corrigin or engaged by the Shire of Corrigin under a contract for services. The Code applies to all employees, including the CEO, while on the Local Government's premises or while engaged in Local Government related activities. Clause 3.15 of this Code (Gifts), does not apply to the CEO.

## **CODE OF CONDUCT**

### **Role of Employees**

The role of employees in Local Government is determined by the functions of the CEO as set out in section 5.41 of the Act.

#### **5.41. Functions of CEO**

*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 laws;*
- (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 mayor 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 mayor or president agrees;*
- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to section 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.*

*Local Government Act 1995*

### **Principles affecting employment by the Shire of Corrigin**

The principles set out in section 5.40 of the Act apply to the employment of the Shire of Corrigin's employees:

#### **5.40. Principles affecting employment by local governments**

*The following principles apply to a local government in respect of its employees —*

- (a) employees are to be selected and promoted in accordance with the principles of merit and equity; and*
- (b) no power with regard to matters affecting employees is to be exercised on the basis of nepotism or patronage; and*
- (c) employees are to be treated fairly and consistently; and*
- (d) there is to be no unlawful discrimination against employees or persons seeking employment by the City on a ground referred to in the Equal Opportunity Act 1984 or on any other ground; and*
- (e) employees are to be provided with safe and healthy working conditions in accordance with the Occupational Safety and Health Act 1984; and*
- (f) such other principles, not inconsistent with this Division, as may be prescribed.*

*Local Government Act 1995*

### **Personal Behaviour**

Employees will:

- (a) act, and be seen to act, properly, professionally and in accordance with the requirements of the law, the terms of this Code and all policies of the Shire of Corrigin;
- (b) perform their duties impartially and in the best interests of the Shire of Corrigin, uninfluenced by fear or favour;
- (c) act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interests of the Shire of Corrigin and the community;
- (d) make no allegations which are improper or derogatory (unless true and in the public interest);
- (e) 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
- (f) always act in accordance with their obligation of fidelity to the Shire of Corrigin.

### **Honesty and Integrity**

Employees will:

- (a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- (b) be frank and honest in their official dealing with each other; and
- (c) report any dishonesty or possible dishonesty on the part of any other employee to their Manager or the CEO in accordance with this Code and the Shire of Corrigin's policies.

### **Performance of Duties**

While on duty, employees will give their whole time and attention to the Shire of Corrigin'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 Shire of Corrigin.

### **Compliance with Lawful and Reasonable Directions, Decisions and Policies**

- (a) Employees will comply with any lawful and reasonable direction given by any person having authority to make or give such an order, including but not limited to their Manager or the CEO.
- (b) Employees will give effect to the lawful decisions and policies of the Shire of Corrigin, whether or not they agree with or approve of them.

### **Administrative and Management Practices**

Employees will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.

### **Intellectual Property**

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Shire of Corrigin upon its creation unless otherwise agreed by separate contract.

### **Recordkeeping**

Employees will ensure complete and accurate local government records are created and maintained in accordance with the Shire of Corrigin Record Keeping Plan.



### **Dealing with Other Employees**

- (a) Employees will treat other employees with respect, courtesy and professionalism, and refrain from behaviour that constitutes discrimination, bullying or harassment.
- (b) Employees must be aware of, and comply with their obligations under relevant law and the Shire of Corrigin's policies regarding workplace behaviour and occupational safety and health, including:
  - Code of Behaviour;
  - Training and Development;
  - Fit for Work;
  - study Assistance;
  - Voluntary Service;
  - Senior Employees;
  - Retirement Resignation of Employees;
  - Staff uniforms;
  - Council vehicles issued to Staff;
  - Loss of Drivers Licence;
  - Employee Plant/ Vehicle Use;
  - Removal Expenses;
  - Staff Housing;
  - Staff Superannuation;
  - Redundancy Payments;
  - Local Government Holidays;
  - Secondary Employment;
  - Social Media;
  - Novated Lease;
  - Mobile Phones;
  - Appointment of Acting CEO;
  - Dealing with Family Members;
  - Related Party Disclosure;
  - Leave Policy.
- (c) Employee behaviour should reflect the Shire of Corrigin's values and contribute towards creating and maintaining a safe and supportive workplace.

### **Dealing with community**

- (a) Employees will treat all members of the community with respect, courtesy and professionalism.
- (b) All Shire of Corrigin services must be delivered in accordance with relevant policies and procedures, and any issues resolved promptly, fairly and equitably.

### **Professional Communications**

- (a) All aspects of communication by employees (including verbal, written and electronic), involving the Shire of Corrigin's activities should reflect the status, values and objectives of the Shire of Corrigin.
- (b) Communications should be accurate, polite and professional.

### **Personal Communications and Social Media**

- (a) Personal communications and statements made privately in conversation, written, recorded, emailed or posted in personal social media, have the potential to be made public, whether intended or not.
- (b) Employees must not, unless undertaking a duty in accordance with their employment, disclose information, make comments or engage in communication

activities about or on behalf of the Shire of Corrigin, its Council Members, employees or contractors, which breach this Code.

- (c) Employee comments which become public and breach the Code of Conduct, or any other operational policy or procedure, may constitute a disciplinary matter and may also be determined as misconduct and be notified in accordance with the Corruption, Crime and Misconduct Act 2003.

### **Personal Presentation**

Employees are expected to comply with professional, neat and responsible dress standards at all times, in accordance with the Shire of Corrigin's Staff Uniforms policy.

### **Gifts**

- (a) Application

This clause does not apply to the CEO.

- (b) Definitions

**activity involving a local government discretion** has the meaning given to it in 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;  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

**associated person** has the meaning given to it in the *Local Government (Administration) Regulations 1996*;

**associated person** means a person who —

- (a) *is undertaking or seeking to undertake an activity involving a local government discretion; or*
- (b) *it is reasonable to believe, is intending to undertake an activity involving a local government discretion*  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

**gift** has the meaning given to it in the *Local Government (Administration) Regulations 1996*;

**gift** —

- (a) has the meaning given in section 5.57 [of the *Local Government Act 1995*]; but
- (b) does not include —
  - (i) a gift from a relative as defined in section 5.74(1); or
  - (ii) a gift that must be disclosed under the *Local Government (Elections) Regulations 1997* regulation 30B; or
  - (iii) a gift from a statutory authority, government instrumentality or non-profit association for professional training; or
  - (iv) a gift from WALGA, the Australian Local Government Association Limited (ABN 31 008 613 876), the Local Government Professionals Australia WA (ABN 91 208 607 072) or the LG Professionals Australia (ABN 85 004 221 818);  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

**gift** means —

- (a) a conferral of a financial benefit (including a disposition of property) made by 1 person in favour of another person unless adequate consideration in money or money's worth passes from the person in whose favour the conferral is made to the person who makes the conferral; or
- (b) a travel contribution;

**travel** includes accommodation incidental to a journey;

**travel contribution** means a financial or other contribution made by 1 person to travel undertaken by another person  
[Section 5.57 of the *Local Government Act 1995*]

**relative**, in relation to a relevant person, means any of the following —

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant of the relevant person or of the relevant person's spouse or de facto partner;
- (b) the relevant person's spouse or de facto partner or the spouse or de facto partner of any relative specified in paragraph (a), whether or not the relationship is traced through, or to, a person whose parents were not actually married to each other at the time of the person's birth or subsequently, and whether the relationship is a natural relationship or a relationship established by a written law;  
[Section 5.74(1) of the *Local Government Act 1995*]

**prohibited gift** has the meaning given to it in the *Local Government (Administration) Regulations 1996*;

- (a) **prohibited gift**, in relation to a local government employee, means —
  - (a) a gift worth the threshold amount or more; or
  - (b) a gift that is 1 of 2 or more gifts given to the local government employee by the same person within a period of 1 year that are in total worth the threshold amount or more;  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

**reportable gift** means:

- (i) a gift worth more than \$50 but less than \$100; or
- (ii) a gift that is 1 of 2 or more gifts given to the local government employee by the same person within a period of 1 year that are in total worth more than \$50 but less than \$100.

**threshold amount** has the meaning given to it in the *Local Government (Administration) Regulations 1996*, subject to the CEO's determination under subclause (c);

- (a) **threshold amount**, for a prohibited gift, means —
  - (a) a gift worth the threshold amount or more; or
  - (b) a gift that is 1 of 2 or more gifts given to the local government employee by the same person within a period of 1 year that are in total worth the threshold amount or more;  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

- (c) **Determination**  
In accordance with Regulation 19AF of the *Local Government (Administration) Regulations 1996* the CEO has determined \$100 as the threshold amount for prohibited gifts. For clarification, and gifts over \$100 is not to be accepted and must be refused or returned.
- (d) Employees must not accept a prohibited gift from an associated person.
- (e) An employee who accepts a reportable gift from an associated person is to notify the CEO in accordance with subclause (f) and within 10 days of accepting the gift.
- (f) The notification of the acceptance of a reportable 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 one of two or more accepted from the same person within a period of one year:
    - (1) a description;
    - (2) the estimated value; and
    - (3) the date of acceptance,of each other gift accepted within the one year period.
- (g) The CEO will maintain a register of reportable gifts and record in it details of notifications given to comply with subclause (f).
- (h) The CEO will arrange for the register maintained under subclause (g) to be published on the Shire of Corrigin's official website.
- (i) As soon as practicable after a person ceases to be an employee, the CEO will remove from the register all records relating to that person. The removed records will be retained for a period of at least 5 years.

## **Conflict of Interest**

- (a) Employees 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) Employees 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 of Corrigin, without first disclosing the interest to the CEO. 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) Employees will lodge written notice with the CEO describing an intention to undertake a dealing in land which is within the district of the Shire of Corrigin, or which may otherwise be in conflict with the Local Government's functions (other than purchasing the principal place of residence).
- (d) Employees who exercise a recruitment or any other discretionary function will disclose any actual (or perceived) conflict of interest to the CEO before dealing with relatives or friends and will disqualify themselves from dealing with those persons.
- (e) Employees will conduct themselves in an apolitical manner and refrain from political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity.

## **Secondary Employment**

An employee must not engage in secondary employment (including paid and unpaid work) without receiving the prior written approval of the CEO.

## **Disclosure of Financial Interests**

- (a) All employees will apply the principles of disclosure of financial interest as contained within the Act.
- (b) Employees who have been delegated a power or duty, have been nominated as 'designated employees' or provide advice or reports to Council or Committees, must ensure that they are aware of, and comply with, their statutory obligations under the Act.

## **Disclosure of Interests Relating to Impartiality**

- (a) In this clause, interest has the meaning given to it in the Local Government (Administration) *Regulations 1996*.

### ***interest*** —

- i. means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
- ii. includes an interest arising from kinship, friendship or membership of an association.  
[r.19AA of the *Local Government (Administration) Regulations 1996*]

- (b) An employee who has an interest in any matter to be discussed at a Council or Committee meeting attended by the employee 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.
  
- (c) An employee 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 employee is required to disclose the nature of any interest the employee 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.
  
- (d) A requirement described under (b) and (c) excludes an interest referred to in Section 5.60 of the Act.
  
- (e) An employee is excused from a requirement made under (b) or (c) to disclose the nature of an interest because they did not now and could not reasonably be expected to know:
  - (i) that they had an interest in the matter; or
  - (ii) that the matter in which they had an interest would be discussed at the meeting and they disclosed the nature of the interest as soon as possible after the discussion began.
  
- (f) If an employee makes a disclosure in a written notice given to the CEO before a meeting to comply with requirements of (b) or (c), 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) at the meeting the person presiding must bring the notice and its contents to the attention of persons present immediately before a matter to which the disclosure relates is discussed.
  
- (g) If:
  - (i) to comply with a requirement made under item (b), the nature of an employee's interest in a matter is disclosed at a meeting; or
  - (ii) a disclosure is made as described in item (e)(ii) at a meeting; or
  - (iii) to comply with a requirement made under item (f)(ii), a notice disclosing the nature of an employee'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.

### **Use and Disclosure of Information**

- (a) Employees must not access, use or disclose information held by the Shire of Corrigin except as directly required for, and in the course of, the performance of their duties.
- (b) Employees will handle all information obtained, accessed or created in the course of their duties responsibly, and in accordance with this Code, the Shire of Corrigin's policies and procedures.
- (c) Employees must not access, use or disclose information to gain improper advantage for themselves or another person or body, in ways which are

inconsistent with their obligation to act impartially and in good faith, or to improperly cause harm, detriment or impairment to any person, body, or the Shire of Corrigin.

- (d) Due discretion must be exercised by all employees who have access to confidential, private or sensitive information.
- (e) Nothing in this section prevents an employee from disclosing information if the disclosure:
  - (i) is authorised by the CEO or the CEO's delegate; or
  - (ii) is permitted or required by law.

### **Improper or Undue Influence**

- (a) Employees will not take advantage of their position to improperly influence Council Members or employees 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.
- (b) Employees must not take advantage of their position to improperly influence any other person in order to gain undue or improper (direct or indirect) advantage or gain, pecuniary or otherwise, for themselves or for any other person or body.
- (c) Employees must not take advantage of their positions to improperly disadvantage or cause detriment to the local government or any other person.

### **Use of Shire of Corrigin Resources**

- (a) In this clause –

***Shire of Corrigin resources*** includes local government property and services provided or paid for by the Shire of Corrigin;

***local government property*** has the meaning given to it in the Act.

***local government property*** means anything, whether land or not, that belongs to, or is vested in, or under the care, control or management of, the local government

[Section 1.4 of the *Local Government Act 1995*]

- (b) Employees will:
  - (i) be honest in their use of the Shire of Corrigin resources and must not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
  - (ii) use the Shire of Corrigin resources entrusted to them effectively, economically, in the course of their duties and in accordance with relevant policies and procedures; and
  - (iii) not use the Shire of Corrigin's resources (including the services of employees) 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 CEO).

## **Use of Shire of Corrigin Finances**

- (a) Employees are expected to act responsibly and exercise sound judgment with respect to matters involving the Shire of Corrigin's finances.
- (b) Employees will use Shire of Corrigin finances only within the scope of their authority, as defined in position descriptions, policies and procedures, administrative practices.
- (c) Employees with financial management responsibilities will comply with the requirements of the *Local Government (Financial Management) Regulations 1996*.
- (d) Employees exercising purchasing authority will comply with the Shire of Corrigin's Purchasing Policy, and the systems and procedures established by the CEO in accordance with regulation 5 of the *Local Government (Financial Management) Regulations 1996*.
- (e) Employees will act with care, skill, diligence, honesty and integrity when using local government finances.
- (f) Employees will ensure that any use of Shire of Corrigin finances is appropriately documented in accordance with the relevant policy and procedure, including the Shire of Corrigin's Recordkeeping Plan.

## **Reporting of Suspected Breaches of the Code of Conduct**

Employees may report suspected breaches of the Code to their Manager or the CEO, in accordance with the Shire of Corrigin's policies for complaints.

## **Handling of Suspected Breaches of the Code of Conduct**

Suspected breaches of the Code will be dealt with in accordance with the relevant Shire of Corrigin policies and procedures, depending on the nature of the suspected breach.

## **Reporting Suspected Unethical, Fraudulent, Dishonest, Illegal or Corrupt Behaviour**

- (a) Employees may report suspected unethical, fraudulent, dishonest, illegal or corrupt behaviour to their supervisor, Manager, or the CEO in accordance with Shire of Corrigin's policies.
- (b) In accordance with the Corruption, Crime and Misconduct Act 2003, if the CEO suspects on reasonable grounds that the alleged behaviour may constitute misconduct as defined in that Act, the CEO will notify:
  - (i) the Corruption and Crime Commission, in the case of serious misconduct; or
  - (ii) the Public Sector Commissioner, in the case of minor misconduct.
- (c) Employees, or any person, may also report suspected serious misconduct to the Corruption and Crime Commission or suspected minor misconduct to the Public Sector Commissioner.
- (d) Employees, or any person, may also make a Public Interest Disclosure to report suspected unethical, fraudulent, dishonest, illegal or corrupt behaviour, using



the Shire of Corrigin's Public Interest Disclosure Procedures, published on the Shire of Corrigin's website.

**Handling of Suspected Unethical, Fraudulent, Dishonest, Illegal or Corrupt Behaviour**

Suspected unethical, fraudulent, dishonest, illegal or corrupt behaviour will be dealt with in accordance with the appropriate Shire of Corrigin policies and procedures, and where relevant, in accordance with the lawful directions of the appropriate statutory body.



## DELEGATION REGISTER

2021<sup>0</sup>

Adopted by Council \*\*/\*\*/2021, Council Resolution \*\*/202\*

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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 Shire'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>i. examine the report of the Auditor and determine matters that require action to be taken by the Shire of Corrigin; and</li> <li>ii. 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 of Corrigin'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>	a. This delegation is not to be used where a Management Letter or Audit Report raises significant issues and the Local Government's meeting with the Auditor must be directed to the Council.
<b>Express Power to Sub-Delegate:</b>	NIL. Sub-delegation is prohibited by s.7.1B.

<b>Compliance Links:</b>	<p>Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No. 09 - The appointment, function and responsibilities of Audit Committees</a></p> <p>Audit and Risk Committee Terms of Reference</p> <p>Shire of Corrigin Register of Policies:</p> <ul style="list-style-type: none"> <li>- Policy 8.11 Audit and Risk Management Committee</li> <li>- Policy 8.12 Appoint of Auditor, Scope of Works and Notification of Appointments</li> </ul>
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# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

Record Keeping:

Audit Committee Minutes shall record and identify each decision made under this delegation in accordance with the requirements of Administration Regulation 19.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	

**1. Local Government Act 1995 Delegations**

**1.2 Council to CEO**

Note: Any sub-delegation under the Local Government Act 1995 requires that an employee complete a Primary and subsequent Annual return. These sub-delegations will be marked throughout the Delegations register with a red asterisk\*.

**1.2.1 Appoint Authorised Persons**

<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.3.24 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>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>	<p><del>1. Authority to appoint persons or classes of persons as authorised persons for the purpose of fulfilling prescribed functions within the <u>Local Government Act 1995</u> and its subsidiary legislation, including <u>Local Government Act Regulations</u>, the <u>Local Government (Miscellaneous Provisions) Act 1960</u> and Local Laws made under the <u>Local Government Act</u>. [s.3.24 and s.9.10].</del></p> <p><u>1.2.</u> Authority to appoint ‘authorised officers’ under Regulation 70(2) of the <u>Building Regulations 2012</u> and section 9.16 of the <u>Local Government Act 1995</u> for the purposes of issuing Building Act 2011 Infringement Notices in accordance with section 6(b) of the <u>Criminal Procedures Act 2004</u>.</p> <p>(Building Reg.70(2) prescribes s.9.10(1) of the <u>Local Government Act 1995</u> as the enabling power for appointment of ‘authorised officers’.)</p> <p><u>32.</u> Authority to appoint authorised person for the purposes of section 15 the <u>Graffiti Vandalism Act 2016</u>, which prescribes Part 9 of the <u>Local Government Act 1995</u> as the enabling power.</p>
<b>Council Conditions on this Delegation:</b>	<p>a. A register of Authorised Persons is to be maintained as a Local Government Record.</p> <p>b. Only persons who are appropriately qualified and trained may be appointed as Authorised persons.</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>	<b>NIL</b>
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# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL
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Compliance Links:	Shire of Corrigin Register of Policies
Record Keeping:	Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person's personnel file.  A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.

### Version Control:

1	<a href="#">Delegations register adopted by Council 18 June 2019</a>
2	<a href="#">Delegations register adopted by Council 15 June 2021</a>
3	

# Delegation Register

Shire of Corrigin



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

<b>Compliance Links:</b>	<a href="#"><u>Local Government Act 1995:</u></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 – Refer to CEO Delegation
<b>Record Keeping:</b>	Notices, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

# Delegation Register

Shire of Corrigin



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## 1. Local Government Act 1995 Delegations

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin



## 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 1.2.4 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>	<b>Manager Works and Services*</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

Compliance Links:	NIL
Record Keeping:	Notices, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin



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

Compliance Links:	<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:	Notices, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019

# Delegation Register

Shire of Corrigin



## 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>	<b>Manager Works and Services*</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>Shire of Corrigin Health Local Law 2016</i>
<b>Record Keeping</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
3	

# Delegation Register

Shire of Corrigin



## 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)] (relevant to a Townsite only).</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>Manager Works and Services*</b>
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# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	This delegation is restricted to the closing or partial closing of thoroughfares for the purpose of repairs and maintenance of that thoroughfare.
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Compliance Links:	NIL
Record Keeping:	Notices, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	



# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

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

<b>Compliance Links:</b>	<a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures <a href="#">WALGA Subscription Service</a> – Procurement Toolkit Shire of Corrigin Register of Policies: - Policy 2.9 Purchasing Policy - Policy 2.10 Regional Price Preference Policy
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 1. Local Government Act 1995 Delegations

### 1.2.8 Tenders 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.11 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 r.18 Rejecting and accepting tenders r.20 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 call tenders [F&amp;G r.11(1)].</li> <li>2. Authority to, because of the unique nature of the goods or services or for any other reason it is unlikely that there is more than one supplier, determine a sole supplier arrangement [F&amp;G r.11(f)].</li> <li>3. Authority to undertake tender exempt procurement, in accordance with the Purchasing Policy requirements, where the total consideration under the resulting contract is \$200,000 or less and the expense is included in the adopted Annual Budget [F&amp;G.r.11(2)].</li> <li>4. Authority to invite tenders although not required to do so [F&amp;G r.13].</li> <li>5. Authority to determine in writing, before tenders are called, the criteria for acceptance of tenders [F&amp;G r.14(2a)].</li> <li>6. 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>7. 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> <li>8. Authority to evaluate tenders, by written evaluation, and decide which is the most advantageous [F&amp;G r.18(4)].</li> <li>9. Authority to accept, or reject tenders, only within the \$value detailed as a condition on this Delegation and in accordance with the requirements of the Functions and General Regulations [F&amp;G r.18(2) and (4)].</li> </ol>

**1. Local Government Act 1995 Delegations**

	<p>10. 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 10% variation and within the \$value detailed in condition (c) on this Delegation, 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)].</p> <p>11. Authority to seek clarification from tenderers in relation to information contained in their tender submission [F&amp;G r.18(4a)].</p> <p>12. Authority to decline any tender [F&amp;G r.18(5)].</p> <p>13. 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)]</p> <p>14. Authority to:</p> <ul style="list-style-type: none"> <li>i. Vary a contract that has been entered into with a successful tenderer, provided the variation/s do not change the scope of the original contract or increase the contract value beyond 10%.</li> <li>ii. Exercise an extension option that was included in the original tender specification and contract in accordance with r.11(2)(j). [F&amp;G r.21A].</li> </ul> <p>15. Authority to accept another tender where within 6-months of either accepting a tender, a contract has not been entered into OR the successful tenderer agrees to terminate the contract [F&amp;G r.18(6) &amp; (7)].</p>
<p><b>Council Conditions on this Delegation:</b></p>	<ul style="list-style-type: none"> <li>a. Sole supplier arrangements may only be approved where a record is retained that evidences: <ul style="list-style-type: none"> <li>i. A detailed specification;</li> <li>ii. The outcomes of market testing of the specification;</li> <li>iii. The reasons why market testing has not met the requirements of the specification; and</li> <li>iv. Rationale for why the supply is unique and cannot be sources through other suppliers;</li> </ul> </li> <li>b. 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 and where the: <ul style="list-style-type: none"> <li>• proposed goods or services are required to fulfil a routine contract related to the day to day operations of the Local Government,</li> <li>• current supply contract expiry is imminent,</li> </ul> </li> </ul>

# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

	<ul style="list-style-type: none"> <li>• value of the proposed new contract has been included in the draft Annual Budget proposed for adoption, and</li> <li>• The tender specification includes a provision that the tender will only be awarded subject to the budget adoption by the Council.</li> </ul> <p>c. In accordance with s.5.43, tenders may only be accepted and panels of pre-qualified suppliers established, where the total consideration under the resulting contract is \$200,000 or less and the expense is included in the adopted Annual Budget.</p> <p>d. In accordance with the requirements of Shire of Corrigin Purchasing Policy as it relates to tendering.</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>	NIL

Compliance Links:	<a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures  <a href="#">WALGA Subscription Service</a> – Procurement Toolkit  Shire of Corrigin Register of Policies: - Policy 2.9 Purchasing Policy - Policy 2.10 Regional Price Preference Policy
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 1. Local Government Act 1995 Delegations

### 1.2.9 Tenders for Goods and Services during 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)(ja)
<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 execute a renewal or extension to the term of a contract that will expire within 3 months, for a term of not more than 12 months from the original expiry date, without calling for tenders [F&G r.11(2)(ja)]. This authority relates to: <ul style="list-style-type: none"> <li>contracts not formed through a public tender, where the total value of the original term and the proposed extension or renewal exceeds \$250 000, and</li> <li>contracts formed through a public tender.</li> </ul>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. The authority to apply the renewal or extension option may be exercised where one or more of the following principles applies: <ol style="list-style-type: none"> <li>i. It is exercised at the sole discretion of the Local Government;</li> <li>ii. It is in the best interests of the Local Government;</li> <li>iii. It is deemed necessary to facilitate the role of Local Government in relation to the State of Emergency declaration;</li> <li>iv. It has potential to promote local and/or regional economic benefits.</li> </ol> </li> <li>b. This authority may only be exercised where the total consideration for the renewal or extension is \$300,000 or less.</li> <li>c. Contracts may only be renewed or extended where there is an adopted and available budget for the proposed goods and services, OR where the expenditure from an alternative available budget allocation has been authorised in advance by the President (i.e. before the expense is incurred) in accordance with <i>Local Government Act 1995 s.6.8(1)(c)</i>.</li> <li>d. The decision to extend or renew a contract must be made in accordance with the objectives of the Purchasing Policy.</li> <li>e. This authority may only be exercised where the total consideration under the resulting contract is \$300,000 or less.</li> <li>f. The CEO cannot sub-delegate this authority.</li> </ol>

# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

<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> </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 President (i.e. before the expense is incurred) in accordance with <i>Local Government Act 1995 s.6.8</i>.</li> <li>d. The CEO is to inform Council after the exercise of this delegation, including details of the contract specification, 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.</li> <li>e. The CEO cannot sub-delegate this authority.</li> </ol>
<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>NIL</b>

# Delegation Register

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## 1. Local Government Act 1995 Delegations

<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL
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Compliance Links:	<a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures <a href="#">WALGA Subscription Service</a> – Procurement Toolkit Shire of Corrigin Register of Policies: - Policy 2.9 Purchasing Policy - Policy 2.10 Regional Price Preference Policy
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

1	Amended - Delegations register adopted by Council 16 June 2020
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## 1. Local Government Act 1995 Delegations

### 1.2.10 Panels of Pre-Qualified Suppliers 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 (Functions and General) Regulation 1996:</i> r.24AB Local government may establish panels of pre-qualified suppliers r.24AC(1)(b) Requirements before establishing panels of pre-qualified suppliers r.24AD(3) & (6) Requirements when inviting persons to apply to join panel of pre-qualified suppliers r.24AH(2), (3), (4) and (5) Rejecting and accepting applications to join panel of pre-qualified suppliers
<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 that a there is a continuing need for the goods or services proposed to be provided by a panel of pre-qualified suppliers [F&amp;G r.24AC(1)(b)].</li> <li>2. Authority to, before inviting submissions, determine the written criteria for deciding which application should be for inclusion in a panel of pre-qualified suppliers should be accepted [F&amp;G r.24AD(3)].</li> <li>3.. Authority to vary panel of pre-qualified supplier information after public notice inviting submissions has been given, taking reasonable steps to each person who has enquired or submitted an application is provided notice of the variation [F&amp;G r.24AD(6)].</li> <li>4. Authority to reject an application without considering its merits, where it was submitted at a place and within the time specified, but fails to comply with any other requirement specified in the invitation [F&amp;G r.24AH(2)].</li> <li>5. Authority to assess applications, by written evaluation of the extent to which the submission satisfies the criteria for deciding which applicants to accept, and decide which applications to accept as most advantageous [F&amp;G r.24AH(3)].</li> <li>6. Authority to request clarification of information provided in a submission by an applicant [F&amp;G r.24AH(4)].</li> <li>7. Authority to decline to accept any application [F&amp;G r.24AH(5)].</li> <li>8. Authority to enter into contract, or contracts, for the supply of goods or services with a pre-qualified supplier, as part of a panel of pre-qualified suppliers for those particular goods or services [F&amp;G r.24AJ(1)].</li> </ol>



# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

<b>Council Conditions on this Delegation:</b>	a. In accordance with s.5.43, panels of pre-qualified suppliers may only be established, where the total consideration under the resulting contract is \$200,000 or less and the expense is included in the adopted Annual Budget.
<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>	NIL

<b>Compliance Links:</b>	<a href="#">Local Government (Functions and General) Regulations 1996</a> – prescribe applicable statutory procedures <a href="#">WALGA Subscription Service</a> – Procurement Toolkit Shire of Corrigin Register of Policies: - Policy 2.9 Purchasing Policy - Policy 2.10 Regional Price Preference Policy
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 1. Local Government Act 1995 Delegations

### 1.2.11 Application of Regional Price Preference Policy

<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 (Functions and General) Regulations 1996::</i> r.24G Adopted regional price preference policy, effect 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>	1. Authority to decide when not to apply the regional price preference policy to a particular future tender [F&G r.24G].
<b>Council Conditions on this Delegation:</b>	NIL
<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>	NIL

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies: - Policy 2.9 Purchasing Policy - Policy 2.10 Regional Price Preference Policy
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 1. Local Government Act 1995 Delegations

### 1.2.12 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) to the highest bidder at public auction [s.3.58(2)(a)].</li> <li>(b) to 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 tenders [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. 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 \$20,000 or less.</li> <li>c. 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 -10% 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> <li>• Where a private treaty is determined [s.3.58(3)] as the method of disposal, authority to:</li> </ul> </li> </ol>

# Delegation Register

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## 1. Local Government Act 1995 Delegations

	<ul style="list-style-type: none"> <li>○ Negotiate the sale of the property up to a -10% variance on the valuation; and</li> <li>○ Consider any public submissions received and determine if to proceed with the disposal, ensuring that the reasons for such a decision are recorded.</li> </ul> <p>d. 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 the disposal must ensure environmentally responsible disposal.</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>	NIL

Compliance Links:	<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:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.13 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>	a. Authority to make payments is subject to annual budget limitations.
<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>Manager Finance</b> <b>Senior Finance Officer</b> * <b>Deputy CEO</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>Payments by Cheque and EFT transactions must be approved jointly by two Delegates, one of whom must be the CEO or Deputy CEO.</li> <li>Delegates that approve the payment must not verify the liability. 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><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> <p><a href="#">Local Government (Audit) Regulations 1996</a></p> <p>Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No.11 – Use of Corporate Credit Cards</a></p>
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# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

	Department of Local Government, Sport and Cultural Industries: <a href="#">Accounting Manual</a>
Record Keeping:	Invoices and authorisations to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
3	<a href="#">Delegations register adopted by Council 15 June 2021</a>

## 1. Local Government Act 1995 Delegations

### 1.2.14 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 Corrigin [s.6.12(1)(b)].</li> <li>2. Grant a concession in relation to money which is owed to the Shire of Corrigin [s.6.12(1)(b)].</li> <li>3. Write off an amount of money which is owed to the Shire of Corrigin [s.6.12(1)(c)]</li> </ol>
<b>Council Conditions on this Delegation:</b>	<ol style="list-style-type: none"> <li>a. This Delegation does not apply to debts, which are prescribed as debts that are taken to be a rate or service charge.</li> <li>b. A debt may only be waived where:             <ol style="list-style-type: none"> <li>i. It is up to \$2,000 and considered solely on its merits.</li> <li>ii It is for the waiving of fees up to an amount of \$500 and only where in the opinion of the Chief Executive Officer, the organisation that seeks the waiver is a charitable organisation or not for profit community groups in accordance with Policy 2.8.</li> </ol> </li> <li>c. A concession may only be granted where:             <ol style="list-style-type: none"> <li>i. It is up to \$2,000 and considered solely on its merits.</li> <li>ii To an amount of \$500 and only where in the opinion of the Chief Executive Officer, the organisation that seeks the waiver is a charitable organisation or not for profit community groups in accordance with Policy 2.8.</li> </ol> </li> <li>d. A debt may only be written off where all necessary measures have been taken to locate / contact the debtor and where costs associated continued action to recover the debt will outweigh the net value of the debt if recovered by the Shire of Corrigin.             <ol style="list-style-type: none"> <li>i. Limited to individual debts valued below \$1,000 if it is more than 12 months old or less than \$200 if it is between 90 days and 12 months old, or cumulative debts of a debtor valued below \$1,000 over a 12 month period. Write off of debts greater than these values must be referred for Council decision.</li> </ol> </li> </ol>

# Delegation Register

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## 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>	NIL

<b>Compliance Links:</b>	Collection of Rates Debts – refer Delegations: Delegation 1.2.16 Agreement as to Payment of Rates and Service Charges Delegation 1.2.17 Recovery of Rates or Service Charges Delegation 1.2.18 Recovery of Rates Debts – Require Lessee to Pay Rent Delegation 1.2.19 Recovery of Rates Debts – Actions to Take Possession of the Land  Shire of Corrigin Register of Policies: - Policy 2.2 Debt Collection - Policy 2.8 Charitable Organisation
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

### 1.2.15 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 Council Policy 2.13.</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.</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 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>	<b>Deputy CEO*</b> <b>Senior Finance 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>1. A decision to invest must be jointly confirmed by the CEO.</li> </ol>

# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

Compliance Links:	<a href="#">Local Government (Financial Management) Regulations 1996</a> – refer r.19C Investment of money, restrictions on (Act s.6.14(2)(a))  Shire of Corrigin Register of Policies: - Policy 2.13 Investment of Funds
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
3	<a href="#">Delegations register adopted by Council 15 June 2021</a>

# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

### 1.2.16 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>Deputy CEO*</b> <b><u>Senior Finance Officer*</u></b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<b>Compliance Links:</b>	<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>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.17 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. Agreements must be in writing and must ensure acquittal of the rates or service charge debt before the next annual rates or service charges are levied.
<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>Deputy CEO*</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	1. Limited to an outstanding amount of up to \$2,000

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies: - Policy 2.1 Rates Procedure for Unpaid Rates
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

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## 1. Local Government Act 1995 Delegations

### 1.2.18 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
<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 rates or service charges, as well as costs of proceedings for the recovery, in a court of competent jurisdiction [s.6.56(1)].
<b>Council Conditions on this Delegation:</b>	NIL
<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>Deputy CEO*</b> <b><u>Senior Finance Officer</u> <u>Manager Finance</u>*</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies: - Policy 2.1 Rates Procedure for Unpaid Rates - Policy 2.2 Debt Collection
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

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**1. Local Government Act 1995 Delegations**

**1.2.19 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 Corrigin [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>	NIL
<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>Deputy CEO*</b> <b><del>Manager Finance</del>Senior Finance Officer*</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<b>Compliance Links:</b>	<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.  Shire of Corrigin Register of Policies: - Policy 2.1 Rates Procedure for Unpaid Rates - Policy 2.2 Debt Collection
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

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## 1. Local Government Act 1995 Delegations

### 1.2.20 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) & (3) 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 Corrigin [s.6.71].</li> </ol> </li> </ol> </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> <li>3. 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. 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 / charges 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> </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 Corrigin



## 1. Local Government Act 1995 Delegations

<b>Sub-Delegate/s:</b> <i>Appointed by CEO</i>	<b>Deputy CEO*</b> <b><del>Manager Finance</del>Senior Finance Officer*</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

Compliance Links:	<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>Shire of Corrigin Register of Policies:</p> <ul style="list-style-type: none"> <li>- Policy 2.1 Rates Procedure for Unpaid Rates</li> <li>- Policy 2.2 Debt Collection</li> </ul>
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

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# Delegation Register

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## 1. Local Government Act 1995 Delegations

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

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

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**1. Local Government Act 1995 Delegations**

**1.3 CEO to Employees**

**1.3.1 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>Deputy 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>	<p>1. Authority to establish systems and procedures which give effect to internal controls and risk mitigation for the:</p> <ul style="list-style-type: none"> <li>i. Collection of money owed to the Shire of Corrigin;</li> <li>ii. Safe custody and security of money collected or held by the Shire of Corrigin;</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 1.2.13;</li> <li>vii. Preparation of budgets, budget reviews, accounts and reports as required by legislation or operational requirements.</li> </ul> <p>[FM r.5].</p>
<b>CEO Conditions on this Delegation:</b>	<p>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.</p> <p>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 each financial year. [Audit r.17]</p>
<b>Express Power to Sub-Delegate:</b>	NIL.

# Delegation Register

Shire of Corrigin



## 1. Local Government Act 1995 Delegations

Compliance Links:	<p><a href="#">Local Government Act 1995</a></p> <p><a href="#">Local Government (Financial Management) Regulations 1996</a></p> <p><a href="#">Local Government (Audit) Regulations 1996</a></p> <p>Department of Local Government, Sport and Cultural Industries <a href="#">Operational Guideline No.11 – Use of Corporate Credit Cards</a></p> <p>Shire of Corrigin Register of Policies</p>
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**2. Building Act 2011 Delegations**

**2 Building Act 2011 Delegations**

**2.1 Council to CEO / Employees**

**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>	NIL

**2. Building Act 2011 Delegations**

<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)
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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>	NIL

<b>Compliance Links:</b>	<p><a href="#"><u>Building Act 2011</u></a> s.119 Building and demolition permits – application for review by SAT s.23 Time for deciding application for building or demolition permit s.17 Uncertified application to be considered by building surveyor</p> <p><a href="#"><u>Building Regulations 2012</u></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> <i>Home Building Contracts Act 1991 – Part 3A, Division 2 – Part 7, Division 2</i> <i>Building and Construction Industry Training Levy Act 1990</i> <i>Heritage of Western Australia Act 1990</i></p>
<b>Record Keeping:</b>	Signed Building Permits to be entered into the Shire of Corrigin Central Records system.

**Version Control:**

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## 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>	NIL
<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)

**2. Building Act 2011 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>	NIL

<b>Compliance Links:</b>	<p><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</p> <p><i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i></p> <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage of Western Australia Act 1990</i></p>
<b>Record Keeping:</b>	Signed Demolition Permits to be entered into the Shire of Corrigin Central Records system.

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## 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>	NIL
<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>	NIL

<b>Compliance Links:</b>	<a href="#">Building Act 2011</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
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**2. Building Act 2011 Delegations**

	<p>s.121 Occupancy permits and building approval certificates – application for review by SAT</p> <p><i>Building Services (Complaint Resolution and Administration) Act 2011 – Part 7, Division 2</i></p> <p><i>Building and Construction Industry Training Levy Act 1990</i></p> <p><i>Heritage of Western Australia Act 1990</i></p>
Record Keeping:	Signed Occupancy Permits or Building Approval Certificates to be entered into the Shire of Corrigin Central Records system.

**Version Control:**

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## 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>
<b>Council Conditions on this Delegation:</b>	a. Decisions under this delegated authority should be 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>	NIL

<b>Compliance Links:</b>	<a href="#"><i>Building Act 2011:</i></a>  s.97 requires each person designated as an authorised person must have an identity card.  r.5A Authorised persons (s.3) – definition
<b>Record Keeping:</b>	Letters of Authorisation to be entered into the Shire of Corrigin Central Records system.

#### Version Control:

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## 2. Building Act 2011 Delegations

### 2.1.5 Building Orders

<p><b>Delegator:</b> <i>Power / Duty assigned in legislation to:</i></p>	Permit Authority (Local Government)
<p><b>Express Power to Delegate:</b> <i>Power that enables a delegation to be made</i></p>	<p><i>Building Act 2011:</i> s.127(1) &amp; (3) Delegation: special permit authorities and local government</p>
<p><b>Express Power or Duty Delegated:</b></p>	<p><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</p>
<p><b>Delegate:</b></p>	<b>Chief Executive Officer</b>
<p><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></p>	<ol style="list-style-type: none"> <li>1. Authority to make Building Orders in relation to:             <ol style="list-style-type: none"> <li>a. Building work</li> <li>b. Demolition work</li> <li>c. An existing building or incidental structure [s.110(1)].</li> </ol> </li> <li>2. Authority to give notice of a proposed building order and consider submissions received in response and determine actions [s.111(1)(c)].</li> <li>3. Authority to revoke a building order [s.117].</li> <li>4. If there is non-compliance with a building order, authority to cause an authorised person to:             <ol style="list-style-type: none"> <li>a. take any action specified in the order ; or</li> <li>b. commence or complete any work specified in the order; or</li> <li>c. 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>5. 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>6. 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>
<p><b>Council Conditions on this Delegation:</b></p>	NIL

# Delegation Register

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## 2. Building Act 2011 Delegations

<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)
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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>	NIL

<b>Compliance Links:</b>	<u><a href="#">Building Act 2011:</a></u> 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
<b>Record Keeping:</b>	Signed Building Orders to be entered into the Shire of Corrigin Central Records system.

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# Delegation Register

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

Compliance Links:	<a href="#">Building Act 2011</a> - s.146 Confidentiality
Record Keeping:	File Note to be placed in Central Records system on property file.

#### Version Control:

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## 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 of Corrigin's District [s.145A(2)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	NIL
<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>	NIL

Compliance Links:	NIL
Record Keeping:	Copies of all Referrals and Issued Certificates to be entered into the Shire of Corrigin Central Records system

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# Delegation Register

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## 2. Building Act 2011 Delegations

### 2.1.8 Private Pool Barrier – Alternative and Performance Solutions

<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 Regulations 2012:</i> r.51 Approvals by permit authority
<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 requirements alternative to a fence, wall, gate or other component included in the barrier, if satisfied that the alternative requirements will restrict access by young children as effectively as if there were compliance with AS 1926.1 [r.51(2)]</li> <li>2. Authority to approve a door for the purposes of compliance with AS 1926.1, where a fence or barrier would cause significant structural or other problem which is beyond the control of the owner / occupier or the pool is totally enclosed by a building or a fence or barrier between the building and pool would create a significant access problem for a person with a disability [r.51(3)]</li> <li>3. Authority to approve a performance solution to a Building Code pool barrier requirement if satisfied that the performance solution complies with the relevant performance requirement [r.51(5)].</li> </ol>
<b>Council Conditions on this Delegation:</b>	NIL
<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>Environmental Health Officers</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<b>Compliance Links:</b>	<i>Shire of Corrigin Local Laws relating to Fencing</i>
<b>Record Keeping:</b>	Signed letters, inspection records and notices to be entered into the Shire of Corrigin Central Records system

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## 2. Building Act 2011 Delegations

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## 2. Building Act 2011 Delegations

### 2.1.9 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>	NIL
<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>	NIL

Compliance Links:	NIL
Record Keeping:	Signed letters, inspection records and other documents to be entered into the Shire of Corrigin Central Records system

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**3. Bush Fires Act 1954 Delegations**

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

<b>Compliance Links:</b>	NIL
<b>Record Keeping:</b>	File Note to be entered in to the Shire of Corrigin Central Records System.

**Version Control:**

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# Delegation Register

Shire of Corrigin



## 3. Bush Fires Act 1954 Delegations

### 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
<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 undertake 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>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	Shire of Corrigin Register of Policies - Policy 9.3 Bushfire Control
Record Keeping:	Notices of variations to be entered in to the Shire of Corrigin Central Records system.

#### Version Control:

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### 3. Bush Fires Act 1954 Delegations

#### 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.17(7) Prohibited burning times may be declared by Minister s.27(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(3).</li> </ol>
<b>Council Conditions on this Delegation:</b>	a. Decisions under s,17(7) must be undertake 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>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

# Delegation Register

Shire of Corrigin



## 3. Bush Fires Act 1954 Delegations

Compliance Links:	Shire of Corrigin Register of Policies - Policy 9.3 Bushfire Control
Record Keeping:	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

### Version Control:

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## 3. Bush Fires Act 1954 Delegations

### 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>	<i>Bush Fires Act 1954:</i> s.18(5), (11) Restricted burning times may be declared by FES Commissioner s.22(6) and (7) Burning on exempt land and land adjoining exempt land s.27(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.15C Local Government may prohibit burning on certain days 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, 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>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> <li>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].</li> </ol>

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## 3. Bush Fires Act 1954 Delegations

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

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies - Policy 9.3 Bushfire Control
<b>Record Keeping:</b>	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

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## 3. Bush Fires Act 1954 Delegations

### 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>1. 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. a person operating a bee smoker device during a prescribed period [r.39CA(5)].</li> <li>b. a person operating welding apparatus, a power operated abrasive cutting disc [r.39C(3)].</li> <li>c. a person using explosives [r.39D(2)].</li> <li>d. a person using fireworks [r.39E(3)]</li> </ol> </li> <li>2. 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>	NIL
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

Compliance Links:	NIL
Record Keeping:	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

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### 3. Bush Fires Act 1954 Delegations

#### 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 air 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> </ol>

# Delegation Register

Shire of Corrigin



## 3. Bush Fires Act 1954 Delegations

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

Compliance Links:	NIL
Record Keeping:	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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### 3. Bush Fires Act 1954 Delegations

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

Compliance Links:	Shire of Corrigin Register of Policies - Policy 9.1 Roadside Burning and Spraying
Record Keeping:	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
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## 3. Bush Fires Act 1954 Delegations

### 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>1. Authority to appoint persons to be Bush Fire Control Officers for the purposes of the Bush Fires Act 1954; and</li> <li>2. 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 Corrigin [s.38(5A)]</li> <li>3. Authority to appoint a Fire Weather Officer, selected from 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>a. 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>	<ol style="list-style-type: none"> <li>a. The delegation is limited to the appointment of members of volunteer bush fire brigades, Shire Rangers and Emergency Services Staff.</li> <li>b. In the case of appointment of members of volunteer bush fire brigades, the delegation shall only be exercised where there is a recommendation to appoint from the Bush Fire Advisory Committee; and</li> <li>c. The delegation does not extend to the appointment of Chief or Deputy Chief Bush Fire Control Officers.</li> </ol>
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies - Policy 9.2 Bush Fire Control Officer – Eligibility
<b>Record Keeping:</b>	Letters of Appointment to be entered in to the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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### 3. Bush Fires Act 1954 Delegations

#### 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 3kms 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>	NIL
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	NIL
<b>Record Keeping:</b>	File Note, notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
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**3. Bush Fires Act 1954 Delegations**

**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 Corrigin or those on behalf of the Shire of Corrigin to do [s.58].
<b>Council Conditions on this Delegation:</b>	NIL
<b>Express Power to Sub-Delegate:</b>	<i>NIL – Sub-delegation is prohibited by s.48(3)</i>

<b>Compliance Links:</b>	NIL
<b>Record Keeping:</b>	File Note, Infringement notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

Shire of Corrigin



## 3. Bush Fires Act 1954 Delegations

### 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>Bush Fire Control Officer</b> <b>Shire Ranger</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>	NIL
<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>	File Note, Infringement notices or records of decisions to be entered in to the Shire of Corrigin Central Records System.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**4. Cat Act 2011 Delegations**

**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 of Corrigin'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>Deputy CEO</b> <b>Manager Finance</b> <b>Customer Service Officers</b> <b>Administration Officers</b> <b>Finance Officers</b>
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# Delegation Register

Shire of Corrigin



## 4. Cat Act 2011 Delegations

	<b>Shire Rangers</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	This delegation is limited to Function 1 to 4 of this delegation.

Compliance Links:	Cat Regulations 2012  r.11 Application for registration (s.8(2)), prescribes the Form of applications for registration. r.12 Period of registration (s.9(7)) r.11 Changes in registration r.14 Registration certificate (s.11(1)(b)) r.15 Registration tags (s.76(2))  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> .
Record Keeping:	Registration Notices, Notices and File Notes to be entered into the Shire of Corrigin Central Records System.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
3	<a href="#">Delegations register adopted by Council 15 June 2021</a>

#### 4. Cat Act 2011 Delegations

##### 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 of Corrigin's District [s.26].
<b>Council Conditions on this Delegation:</b>	Nil
<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>Shire Rangers</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<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>	Copy of Notice to be entered in to the Shire of Corrigin Central Records System.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	
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## 4. Cat Act 2011 Delegations

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

<b>Compliance Links:</b>	<p>Cat Regulations 2012:</p> <ul style="list-style-type: none"> <li>r.21 Application for approval to breed cats (s.36(2))</li> <li>r.22 Other circumstances leading to refusal of approval to breed cats (s.37(2)(f))</li> <li>r.23 Person who not be refused approval to breed cats (s.37(5))</li> <li>r.24 Duration of approval to breed cats (s.37(6))</li> <li>r.25 Certificate given to approved cat breeder (s.39(1))</li> </ul>
<b>Record Keeping:</b>	Approvals, File Notes and other correspondence to be entered in to the Shire of Corrigin Central Records system.

# Delegation Register

Shire of Corrigin



## 4. Cat Act 2011 Delegations

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**4. Cat Act 2011 Delegations**

**4.1.4 Appoint Authorised Persons**

<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>	<del>Cat Act 2011: s.44 Delegation by local government</del>
<b>Express Power or Duty Delegated:</b>	<del>Cat Act 2011: s. 48 Authorised persons</del>
<b>Delegate:</b>	<del>Chief Executive Officer</del>
<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>	<del>1. Authority to appoint authorised persons by issuing a certificate of authorisation [s.48].</del>
<b>Council Conditions on this Delegation:</b>	<del>NIL</del>
<b>Express Power to Sub-Delegate:</b>	<del>Cat Act 2011: s.45 Delegation by CEO of local government</del>

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

<b>Compliance Links:</b>	<del>NIL</del>
<b>Record Keeping:</b>	<del>Instruments or Certificates of Authorisation — Copies are to be retained on the Authorised Person's personnel file.  A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.</del>

**Version Control:**

1	<del>Delegations register adopted by Council 18 June 2019</del>
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**4. Cat Act 2011 Delegations**

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

Compliance Links:	NIL
Record Keeping:	Notices, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
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**4. Cat Act 2011 Delegations**

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

Compliance Links:	<b>NIL</b>
Record Keeping:	Application Forms, Approvals, File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

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## 4. Cat Act 2011 Delegations

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

Compliance Links:	NIL
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

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**5. Dog Act 1974 Delegations**

**5 Dog Act 1974 Delegations**

**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 \$100 [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. The Chief Executive Officer may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>NIL</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<b>NIL</b>

<b>Compliance Links:</b>	<b>NIL</b>
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

# Delegation Register

Shire of Corrigin



## 5. Dog Act 1974 Delegations

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 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 Corrigin



## 5. Dog Act 1974 Delegations

<b>Council Conditions on this Delegation:</b>	a. The Chief Executive Officer may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>NIL</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<b>NIL</b>

<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>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**5. Dog Act 1974 Delegations**

**5.1.3 ~~Appoint Authorised Persons~~**

<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>	<del>Dog Act 1976: s.10AA-Delegation of local government powers and duties</del>
<b>Express Power or Duty Delegated:</b>	<del>Dog Act 1976: s.11(1) Staff and Services</del>
<b>Delegate:</b>	<del>Chief Executive Officer</del>
<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>	<del>1.— Authority to appoint Registration Officers to exercise the powers and duties conferred on a Registration Officer by this Act [s.3].  2.— Authority to appoint authorised persons to exercise the powers conferred on an authorised person by this Act [s.11(1)].</del>
<b>Council Conditions on this Delegation:</b>	<del>a.— The Chief Executive Officer may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.</del>
<b>Express Power to Sub-Delegate:</b>	<del>Dog Act 1976: s.10AA(3)-Delegation of local government powers and duties (NOTE— sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)</del>

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

<b>Compliance Links:</b>	<del>NIL</del>
<b>Record Keeping:</b>	<del>Instruments or Certificates of Authorisation— Copies are to be retained on the Authorised Person's personnel file.  A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.</del>

**Version Control:**

1	<del>Delegations register adopted by Council 18 June 2019</del>
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**5. Dog Act 1974 Delegations**

**5.1.45.1.3 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 may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>Deputy CEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<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>	File Notes, Infringement notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
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**5. Dog Act 1974 Delegations**

**5.1.55.1.4 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 may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>Deputy CEO</b> <b>Shire Rangers</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

Compliance Links:	NIL
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
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## 5. Dog Act 1974 Delegations

### 5.1.65.1.5 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), (2) and (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>	<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>	a. The Chief Executive Officer may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>	NIL
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL



# Delegation Register

Shire of Corrigin



## 5. Dog Act 1974 Delegations

Compliance Links:	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
Record Keeping:	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**5. Dog Act 1974 Delegations**

**5.1.75.1.6 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 any maximum amount prescribed, having regard to the 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 may further delegate (sub-delegate) to employees which the CEO has determined as being suitably capable of fulfilling the powers and duties contained in this Delegation.
<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>Deputy CEO</b>
<b>CEO Conditions on this Sub-Delegation:</b> <i>Conditions on the original delegation also apply to the sub-delegations.</i>	NIL

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal
<b>Record Keeping:</b>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	Amended - Delegations register adopted by Council 16 June 2020
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**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>Shire Environmental Health Officers</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 \$500. 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.

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal  Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement
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# Delegation Register

Shire of Corrigin



## 6. Food Act 2008 Delegations

Record Keeping:	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.
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### Version Control:

1	Delegations register adopted by Council 18 June 2019
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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>Chief Executive Officer</b> <b>Shire Environmental Health Officers</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.

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal  Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement
<b>Record Keeping:</b>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
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# Delegation Register

Shire of Corrigin



## 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>Chief Executive Officer</b> <b>Shire Environmental Health Officers</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 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)].</li> <li>2. Authority to vary the conditions or cancel the registration of a food business [s.112].</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>• 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> </li> </ol>
<b>Express Power to Sub-Delegate:</b>	NIL – Food Regulations 2009 do not provide for sub-delegation.

<b>Compliance Links:</b>	Note – Decisions under this delegation may be referred for review by the State Administration Tribunal  Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement
<b>Record Keeping:</b>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 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>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 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.

<b>Compliance Links:</b>	<p>s.122(3) requires an Enforcement Agency to maintain a list of appointed authorised officers</p> <p>s.123(1) requires an Enforcement Agency to provide each Authorised Officer with a Certificate of Authority as prescribed</p> <p>Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement</p>
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# Delegation Register

Shire of Corrigin



## 6. Food Act 2008 Delegations

Record Keeping:	Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person's personnel file.  A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.
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### Version Control:

1	Delegations register adopted by Council 18 June 2019
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## 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>	<b>Chief Executive Officer</b> <b>Shire Environmental Health Officers</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 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)].</li> <li>2. Authority to institute proceedings for an offence under the Food Act 2008 [s.125].</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.

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement - Policy 2.2 Debt Collection
<b>Record Keeping:</b>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
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**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>Chief Executive Officer</b> <b>Shire Environmental Health Officers</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.

<b>Compliance Links:</b>	Shire of Corrigin Register of Policies: - Policy 12.1 Food Safety Compliance and Enforcement
<b>Record Keeping:</b>	File Notes and Correspondence to be entered in the Shire of Corrigin Central Records system.

**Version Control:**

1	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin

## 8. Public Health Act 2016 Delegations

## 7 Public Health Act 2015 Delegations

### 7.1 Council to CEO

#### 7.1.1 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.

<b>Compliance Links:</b>	<i>Criminal Procedure Act 2004 – Part 2</i>
<b>Record Keeping:</b>	Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person's personnel file.  A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
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# Delegation Register

Shire of Corrigin

## 8. Public Health Act 2016 Delegations

### 7.1.2 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>Shire 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 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 Corrigin [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>	NIL
<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.
<b>Record Keeping:</b>	File Notes, Reports and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin

## 8. Public Health Act 2016 Delegations

### 7.1.3 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>	<p>1. Authority to designate a person or class of persons as authorised officers for the purposes of:</p> <ul 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> </ul> <p>Including:</p> <ul 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> </ul>
<b>Council Conditions on this Delegation:</b>	<ul 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> </ul>
<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 Corrigin

## 8. Public Health Act 2016 Delegations

	<p>s.30 Certificates of authority  s.31 Issuing and production of certificate of authority for purposes of other written laws  s.32 Certificate of authority to be returned.  s.136 Authorised officer to produce evidence of authority</p> <p><i>Criminal Investigation Act 2006, Parts 6 and 13 – refer s.245 of the Public Health Act 2016</i></p> <p><i>The Criminal Code, Chapter XXVI – refer s.252 of the Public Health Act 2016</i></p>
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	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin

## 8. Public Health Act 2016 Delegations

### 7.1.4 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>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	

# Delegation Register

Shire of Corrigin

## 8. Public Health Act 2016 Delegations

### 7.1.5 Commence Proceedings

<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.280 Commencing Proceedings
<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 commence proceedings for an offence under the <i>Public Health Act 2016</i> [s.280]
<b>Council Conditions on this Delegation:</b>	<b>NIL</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)].

<b>Compliance Links:</b>	<i>Public Health Act 2016</i> s.20 Conditions on performance of functions by enforcement agencies.  <i>Shire of Corrigin Health Local Law 2016</i>
<b>Record Keeping:</b>	File Notes, Notices and Correspondence to be entered in the Shire of Corrigin Central Records system.

#### Version Control:

1	Delegations register adopted by Council 18 June 2019
2	
3	



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

### 8.1 Environmental Protection Act 1986

#### 8.1.1 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.

## 8.1.2 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.

## 8.1.3 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.

## 8.2 Planning and Development Act 2005

### 8.2.1 Instrument of Authorisation - 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**

**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:

- (i) 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);
- (ii) 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);
- (iii) 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);
- (iv) 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);
- (v) 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);
- (vi) 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;
- (vii) 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 Bassetdean  
City of Bayswater  
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 Carnamah  
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 Coorow  
Shire of Corrigin  
Town of Cottesloe  
Shire of Cranbrook  
Shire of Cuballing  
Shire of Cue  
Shire of Cunderdin  
Shire of Dalwallinu  
Shire of Dandaragan  
Shire of Dardanup  
Shire of Denmark  
Shire of Derby/West Kimberley  
Shire of Donnybrook-Balingup  
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 Goswells  
Shire of Halla Creek  
Shire of Harvey  
Shire of Irwin  
Shire of Jerramungup  
City of Joondalup  
Shire of Kalamunda  
City of Kalgoorlie-Boulder  
Shire of Katanning  
Shire of Kellerberrin  
Shire of Kent  
Shire of Kojoonup  
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 Meekatharra  
City of Melville  
Shire of Menzies  
Shire of Merredin  
Shire of Mingenew  
Shire of Moora  
Shire of Morawa  
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 Corrigin



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 Quairading  
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 Wickkepin  
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

A handwritten signature in black ink, appearing to read "Donald Redman".

HON DONALD TERRENCE REDMAN MLA  
MINISTER FOR LANDS

*2nd* ..... day of *June* ..... 2016

## 8.2.2 WA Planning Commission – Section 25 of the Strata Titles Act 1985

Published by:  
Planning and Infrastructure

GOVERNMENT GAZETTE Western  
Australia  
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No. 98. 09-Jun-2009  
Page: 1936 Pdf - 429kb

PI409

**PLANNING AND DEVELOPMENT ACT 2005**  
**Instrument of Delegation**  
**Del 2009/03 Powers of Local Governments**

**Delegation to local governments of certain powers and functions of the Western Australian Planning Commission relating to the issuing of certificates of approval under section 25 of 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 26 May 2009, 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 25 of the *Strata Titles Act 1985* as set out in clause 1 of Schedule, within their respective districts, subject to the conditions set out in clause 2 of Schedule 1.

TONY EVANS, Western Australian Planning Commission.

**SCHEDULE 1**

**1. Applications made under section 25 of the *Strata Titles Act 1985***

Power to determine applications for the issuing of a certificate of approval under section 25 of the *Strata Titles Act 1985* for a plan of subdivision, re-subdivision or consolidation, except those applications that—

- (a) propose the creation of a vacant lot;
- (b) propose vacant air stratas in multi-tiered strata scheme developments;
- (c) 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. Reporting requirements**

A local government that exercises the power referred to in clause 1 is to provide WAPC with data on all applications determined under this Instrument of Delegation at the conclusion of each financial year in the format prescribed by the WAPC.

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## 8.3 Main Roads Act 1930

### 8.3.1 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 [here](#)



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 Corrigin



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)*

## 8.3.2 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 Corrigin



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

## 8.4 Road Traffic (Vehicles) Act 2012

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



Government of Western Australia  
Department of Transport  
Driver and Vehicle Services

#### **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:



Government of **Western Australia**  
Department of **Transport**  
Commercial Management

Enquiries: [SAA@transport.wa.gov.au](mailto:SAA@transport.wa.gov.au)  
Telephone: (08) 6551 6165

Ms Natalie Manton  
Shire of Corrigin

Email: [shire@corrigin.wa.gov.au](mailto:shire@corrigin.wa.gov.au)

Dear Ms Manton

**Draft Agreements for Consideration: Provision of Licensing Services in terms of section 11 of the *Road Traffic (Administration Act) 2008* and Provision of Non-Road Law Functions**

On behalf of the Chief Executive Officer (CEO) of the Department of Transport (Department), I am pleased to offer a new Agreement to the Shire of Corrigin for the Provision of Licensing Services and Non-Road Law Functions. The proposed term of the Agreement is five (5) years commencing from 1 July 2021.

The Department has reviewed the Schedule of Rates for commissions that will be paid for transactions under the new Agreement. The terms of the Agreement have also been updated to better reflect the current requirements.

Draft versions of the two Agreement documents are provided for your consideration. These documents are not to be used for signing as they have not been populated with the Agent and site particulars. Final documents will be posted to you for signing in due course.

Included also herein is a copy of the Schedule of Rates as at 1 July 2020 for comparison and a document summarising the key changes in the new Agreements.

Please indicate your in-principal support for the proposed Agreement **by COB 31 May 2021** or sooner by email to [SAA@transport.wa.gov.au](mailto:SAA@transport.wa.gov.au).

If you have any queries in regard to this matter please contact Asia Lewis, Principal Statutory Agreements Officer, on 6551 6165 or by email to [SAA@transport.wa.gov.au](mailto:SAA@transport.wa.gov.au)

Yours sincerely

Mal Davey  
Director Commercial Management

7 May 2021

Attachments:

1. Draft Road Law Agreement 1 July 2021.pdf
2. Draft Non-Road Law Agreement 1 July 2021.pdf
3. Schedule of Rates 1 July 2020 2S.pdf
4. Summary of changes in new Agreements.pdf



SUMMARY OF KEY CHANGES IN THE NEW AGREEMENTS

<b>Agreement Title: Provision for Licensing Services in terms of section 11 of the <i>Road Traffic (Administration Act) 2008</i></b>		
<b>Clause No.</b>	<b>Clause Sub-heading</b>	<b>Description of Change</b>
Various	Various	References to 'Confidentiality Deed Poll' at sub-clause 10.3(b) and Schedule D sub-clause 1(a) revised to 'Confidentiality Undertaking'.
1.1	Definitions	Insertion of new definitions for 'Commencement Date', 'Force Majeure Event' and 'Transport Service Centre'.
1.1	Definitions	Revision of definitions for 'Error Rate', 'Representative(s)' and 'Schedule of Rates'.
1.1	Definitions	Deletion of definition for 'PCI DSS Annual Statement'.
6.6	Agent's Obligation for Services Directly to the Public	Revision of sub-clause 6.6(a) relating to requirements for the Disability Access and Inclusion Plan.
7.2	Supply by Agent	Insertion of new sub-clause 7.2(c): <i>"Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database."</i>
7.3	Installation of Additional Hardware or Software (other than supplied by the Principal)	Insertion of new sub-clause 7.3(b): <i>"Any approval issued by the Principal subject to clause 7.3(a) will be at the Principal's sole discretion based on the Principal's security requirements."</i>
		Revision of sub-clause 7.3(d) which was previously numbered 7.3(c)
7.5	Maintenance of Equipment	Revision of sub-clause 7.5(a)(ii).
7.6	Premises	Insertion of new sub-clause 7.6(a): <i>"The Agent will.....(a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;"</i>
		Insertion of new sub-clause 7.6(b): <i>"The Agent will.....(b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;"</i>
8.3	Telecommunications	Deletion of clause 8.3 including provisions for the reimbursement of expenses relating to telecommunications.
9.1	General Provisions of the Agent's Personnel	Revision of sub-clause 9.1(g).
		Revision of sub-clause 9.1(k).

**Agreement Title: Provision for Licensing Services in terms of section 11 of the Road Traffic (Administration Act) 2008**

<b>Clause No.</b>	<b>Clause Sub-heading</b>	<b>Description of Change</b>
9.3	Use of Lobbyists	Revision of sub-clause 9.3.
10.1	Access and Records	Revision of sub-clauses 10.1(a)(ii) and 10.1(a)(iii).
10.3	Use of the Principal's Systems and Database	Revision of sub-clause 10.3(c)(i).
		Insertion of new sub-clause 10.3(d)(iv): <i>“Personnel will not....(iv) use the Principal’s Database for a purpose or in a manner contrary to the Principal’s instructions for the authorised use of the Database, in accordance with the Personnel Confidentiality Undertaking.”</i>
		Revision of sub-clause 10.3(e) including insertion of new sub-clause 10.3(e)(iii): <i>“In the event of any occurrence described herein.....the Principal will be entitled to ....(iii) immediately suspend the Agent Personnel’s access to the Database with or without notice; and”</i>
10.4	Confidentiality	Insertion of new sub-clause 10.4(d) relating to non-disclosure, by the Principal, of the Agent’s Confidential Information. Refer to the draft Agreement for the full text.
15.1	Audit and Review	Insertion of new sub-clause 15.1(d) as reflected in the Non-Road Law Agreement: <i>“In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.”</i>
		Insertion of new sub-clause 15.1(e) as reflected in the Non-Road Law Agreement: <i>“In requesting a written response under 15.1 (d), the Principal in no way limits his capacity under clause 19.”</i>
18	Limitation of Liability and No Guarantee of Work	Insertion of new clause 18 as reflected in the Non-Road Law Agreement: <i>“18.1 The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement. 18.2 The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.”</i>
19.1	Suspension and Termination	Revision of sub-clause 19.1(a) which was previously numbered 18.1(a).
19.3	Consequences of Expiration or Termination	Revision of sub-clause 19.3(b)(iv) which was previously numbered 18.3(b)(iv).



**Agreement Title: Provision for Licensing Services in terms of section 11 of the *Road Traffic (Administration Act) 2008***

<b>Clause No.</b>	<b>Clause Sub-heading</b>	<b>Description of Change</b>
22	Force Majeure	Insertion of new clause 22 relating to provisions for Force Majeure Events. Refer to the draft Agreement for the full text.
23.8	Variations	Revision of sub-clause 23.8(b) which was previously numbered 21.8(b).
Schedule B	Schedule of Commission Rates	Revision of the Schedule of Commission Rates, including: <ul style="list-style-type: none"> <li>• updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables);</li> <li>• removal of two-tier commission rates associated with transactions volumes and the 19,300 thresh-hold;</li> <li>• deletion of categories 17 and 18;</li> <li>• updates to 'Classification of Transactions' table in respect to the description of the transaction types;</li> <li>• addition of new transaction types 'District Plate Conversion' and 'Create DOTDirect Account'.</li> <li>• removal of all transactions associated with Non-Road Law functions, including Photo Card, Off-Road Vehicles, Maritime Collections and Instructor Fees (these are captured in the Non-Road Law Agreement Schedule 2);</li> <li>• removal of redundant Transaction Types including Conducting Computerised Theory Test (CTT) – Alcohol, Practical Test – light vehicle, Practical Test – heavy vehicle, Practical Test update pass - issue Phase II permit and Log Book, Phase II application fee payment, and Supplementary Phase II application fee payment.</li> </ul>
Schedule C	Agreement Representatives and Addresses for Notices	Revision of sub-clauses 1(a)(i) and 1(c).
		Deletion of sub-clause 1(a)(ii).
Schedule F	Equipment Maintenance	Revision of Schedule F to update various contact details and procedures.
Schedule G	Agent's Employee Confidentiality Deed Poll / Undertaking	Deletion of the Confidentiality Deed Poll and replacement with a Confidentiality Undertaking including revised provisions.
Schedule H	Performance Measures	Revision of Schedule H to align with current DoT procedures for auditing, monitoring and reporting on error rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.

<b>Agreement Title: Provision for Non-Road Law Functions</b>		
<b>Clause No.</b>	<b>Clause Sub-heading</b>	<b>Description of Change</b>
Various	Various	References to 'Confidentiality Deed Poll' at sub-clause 10.3(b) and Schedule D sub-clause 1(a) changed to 'Confidentiality Undertaking'.
Various	Various	References to 'Director General' changed to 'Principal' throughout.
1.1	Definitions	Insertion of new definitions for 'Agent', 'Commencement Date', 'Commission', 'Force Majeure Event', 'PCI DSS' and 'Schedule of Commission Rates'.
1.1	Definitions	Revision of definitions for 'Principal' and 'Representative(s)'.
1.1	Definitions	Deletion of definition for 'Director General' and 'Service Fee'.
2	Appointment of Agent	Revision of sub-clause 2.2.
9	Audits and Access to Records	Revision of sub-clauses 9.1(b) and 9.1(c) which were previously 9(a)(ii) and 9(a)(iii).
11.1	Events Affecting Performance of Services	Deletion of sub-clauses 11.1(d), 11.1(f) and 11.1(j): <i>"(d) if for any reason whatsoever the Agent is unable or unwilling to commence or continue providing the Services;"</i> <i>"(f) if the Agent does not, in providing the Services, act with integrity, good faith and probity in accordance with good corporate governance practices;"</i> <i>"(j) if the Agent does not reasonably cooperate with the Director General in the administration of this Agreement;"</i>
		Revision of sub-clauses 11.1(f) and 11.1(g) which were previously 11.1(h) and 11.1(i)
11.3	Events Affecting Performance of Services	Deletion of sub-clauses 11.3(h) and 11.3(i): <i>"(h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event; or"</i> <i>"(i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing his own affairs; or"</i>
15	Confidentiality	Insertion of new sub-clause 15.7 relating to non-disclosure, by the Principal, of the Agent's Confidential Information. Refer to the draft Agreement for the full text.
21.6	Agent's Obligation for Services Directly to the Public	Revision of sub-clause 21.6(a) relating to requirements for the Disability Access and Inclusion Plan.
23.1	Audit and Review	Revision of sub-clause 23.1(d).
24.2	Supply by Agent	Insertion of new sub-clause 24.2(c): <i>"Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database."</i>

<b>Agreement Title: Provision for Non-Road Law Functions</b>		
<b>Clause No.</b>	<b>Clause Sub-heading</b>	<b>Description of Change</b>
24.3	Installation of Additional Hardware or Software (other than supplied by the Principal)	Insertion of new sub-clause 24.3(b): <i>“Any approval issued by the Principal subject to clause 24.3(a) will be at the Principal’s sole discretion based on the Principal’s security requirements.”</i>
		Revision of sub-clause 24.3(d) which was previously numbered 24.3(c)
24.5	Maintenance of Equipment	Revision of sub-clause 24.5(a)(ii).
24.6	Premises	Insertion of new sub-clause 24.6(a): <i>“The Agent will.....(a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;”</i>
		Insertion of new sub-clause 24.6(b): <i>“The Agent will.....(b) ensure the Principal’s prior written approval has been obtained before commencing the Services from any new location;”</i>
27	Force Majeure	Insertion of new clause 27 relating to provisions for Force Majeure Events. Refer to the draft Agreement for the full text.
Schedule B	Schedule of Commission Rates	Revision of the Schedule of Commission Rates, including: <ul style="list-style-type: none"> <li>• updates (increase) to commission rates associated with the various transaction categories (Scale of Fees tables);</li> <li>• removal of two-tier commission rates associated with transactions volumes and the 19,300 thresh-hold;</li> <li>• insertion of categories 2, 4-8 and 11-14 in the Scale of Fees tables;</li> <li>• updates to ‘Classification of Transactions’ table in respect to the description of the transaction types.</li> </ul>
Schedule 3	Agreement Representatives and Addresses for Notices	Revision of sub-clauses 1(a)(i) and 1(c).
		Deletion of sub-clause 1(a)(ii).
Schedule 4	Agent’s Employee Confidentiality Deed Poll / Undertaking	Deletion of the Confidentiality Deed Poll and replacement with a Confidentiality Undertaking including revised provisions.
Schedule 7	Equipment Maintenance	Revision of Schedule 7 to update various contact details and procedures.
Schedule 10	Performance Measures	Revision of Schedule 10 to align with current DoT procedures for auditing, monitoring and reporting on error rates.
General	Various	Renumbering clauses as required and amending clause references to match.
General	Various	Corrections to grammar and punctuation.



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

**DOT(INSERT NUMBER) AGREEMENT FOR THE PROVISION OF NON-ROAD LAW  
FUNCTIONS IN (INSERT NAME OF THE LOCATION)**

BETWEEN:

The **Chief Executive Officer of the Department of Transport** of 140 William Street, Perth,  
Western Australia 6000 (titled the Director General)

AND:

The Agent details will be inserted. The following is an example only.

The **Shire of [Insert location]** a body corporate with perpetual succession under the Local  
Government Act 1995

Or

**[Insert Name]** (ACN or ABN) of **[insert Address]** (“the Agent”)

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This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021

## RECITALS:

- A. The Chief Executive Officer (CEO) of the Department has been assigned certain functions under the *Road Traffic (Administration) Act 2008*; the *Road Traffic (Authorisation to Drive) Act 2008*; the *Road Traffic (Vehicles) Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008* (the Road Laws).
- B. The CEO has issued for execution the Agreement for Provision of Licensing Services in terms of section 11 of the *Road Traffic (Administration Act) 2008* for the Agent to undertake certain Road Law relation functions on his behalf.
- C. The CEO also undertakes certain functions in licensing pleasure vessels in accordance with regulations made under section 99(1) (a) of *Western Australian Marine Act 1982*.
- D. The CEO also undertakes functions in accordance with the *Western Australian Photo Card Act 2014* and the *Motor Vehicle Drivers Instructors Act 1963*.
- E. In addition, the CEO on behalf of other parties undertakes certain functions. These are as follows:
  - (a) On behalf of the Minister for Local Government, the CEO undertakes the licensing and renewal of licences for off road vehicles in accordance with the *Control of Vehicles (Off Road Areas) Act 1978*.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement, unless the context otherwise requires:

**Agent** means the Party to this Agreement who is authorised by the CEO to perform the CEO's functions as set out in this Agreement.

**Agreement** means this document and any Schedules and annexures hereto.

**Auditor General** means the Auditor General of Western Australia.

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

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

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

**Chief Executive Officer or CEO** means the Chief Executive Officer of the Department and is also known as the Principal.

**Commencement Date** means the date specified in Item 2 of Schedule 9.

**Commission** means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the Schedule of Commission Rates at Schedule 2 to this Agreement.

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

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

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

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

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

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

**Employee** means:

[Item (a) will be deleted if the successful agent is NOT a Local Government/Shire. The numbering should then be removed]

- (a) Where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the *Local Government Act 1995*, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as defined under the *Public Sector Management Act 1994* or a clerk or servant as defined under section 1 of the *Criminal Code Act 1913*; and
- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

**Force Majeure Event** means an exceptional and unforeseen event beyond the reasonable control of the parties, including as follows:

- (a) an act of God, earthquakes, floods, storms, cyclones, explosions, fires and other natural disasters; and
- (b) war, riot or invasion, terrorism, the imposition of embargo and civil or military disturbances; and
- (c) national emergency, government action, strikes and industrial action (other than strikes or industrial action limited to the Agent, Principal or their subcontractors), epidemics and pandemics.

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

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

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

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

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

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

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

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

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

**Principal** means the Chief Executive Officer of the Department of Transport or an authorised representative of the CEO.

**Purpose** means the provision of Services.

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

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

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

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

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

**Schedule of Commission Rates** means the Commission payable to the Agent for the performance of Services as detailed at Schedule 2 to this Agreement.

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



## 1.2. Interpretation

In this Agreement, unless the context otherwise requires:

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

## 2. APPOINTMENT OF AGENT

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

## 3. APPLICABLE LAW

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

## 4. TERM OF AGREEMENT

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

## 5. SERVICES

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

## 6. DUTIES OF AGENT

- 6.1. The Agent covenants and agrees with the Principal:
  - (a) to collect the Prescribed Fees payable for transactions in relation to the Services; and

- (b) to notify the Department of any moneys banked for the credit of the Department's account.

6.2. The Agent shall not have authority to undertake any other functions that are not set out in this Agreement.

## **7. LIABILITY AND INDEMNITY**

7.1. The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

- (a) any breach of an obligation under the Agreement by the Agent or any Employee; or
- (b) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
- (c) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.

7.2. The Agent's liability under the indemnity in Clause 7.1 shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.

7.3. The Principal agrees to use his best endeavours to cooperate with the Agent, in respect of the conduct of any defence, or the agreement of any settlement, of any third-party action, suit, claim, demand or proceeding the subject of the indemnity under Clause 7.1.

## **8. PUBLICITY**

8.1. Unless the Principal gives his prior written consent, the Agent shall not:

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

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

## **9. AUDITS AND ACCESS TO RECORDS**

9.1. The Agent shall:

- (a) allow the Principal or his authorised representative to have reasonable access to inspect any Premises and equipment (where applicable) used or occupied in connection with this Agreement;
- (b) allow the Principal or his authorised representative to have reasonable access to all Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;
- (c) allow the Principal or his authorised representative to examine, audit, copy and use any Records, excluding personnel records, pertaining to this Agreement in the custody or control of the Agent;

- (d) maintain accurate and complete records of all work pertaining to this Agreement carried out during the Term;
- (e) allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement; and
- (f) provide for the care, safety, security and protection of all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent, and all property supplied by the Principal to the Agent in connection with the Agreement.

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

9.3. This Cause survives expiration or termination of the Agreement.

## **10. REDUCTION, SUSPENSION AND TERMINATION**

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

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

10.2. In exercising the powers under Clause 10.1:

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

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

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

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

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

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

termination of this Agreement, the Agent shall complete all the Services in accordance with the terms and conditions of this Agreement.

- 10.7. The Principal and Agent may terminate the Agreement by mutual agreement. If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period required by the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.
- 10.8. In the event of an alleged breach by the Principal of this Agreement, the Agent's sole remedy is a claim for damages.

## 11. EVENTS AFFECTING PERFORMANCE OF SERVICES

- 11.1. This Agreement may be terminated by the Principal in writing if any incapacitating event occurs including but not limited to:
- (a) a breach of the Agent's obligations under the Agreement;
  - (b) failure to pay any of the applicable Prescribed Fees and charges;
  - (c) failure to be registered for GST;
  - (d) if the Agent does not promptly inform the Principal of any occurrence which may adversely affect the Agreement in a material way or the ability of the Agent to deliver the Services;
  - (e) if the Agent attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of their rights, entitlements and powers under this Agreement;
  - (f) if the Agent does not comply with all State or Commonwealth laws relevant to the Services;
  - (g) if the Agent refuses upon reasonable notice to provide the Principal with access at any reasonable time and from time to time to the Agent's Premises, financial records, other documents relevant to the Services, equipment and other property for the purpose of audit and inspection by the Principal, in accordance with Clause 9, in order to verify compliance by the Agent with this Agreement;
  - (h) if the Agent also provides services under the Road Law Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.
- 11.2. If the Agent breaches this Agreement and the Principal in his discretion considers it appropriate, the Principal may first send the Agent a written notice specifying the breach and calling upon the Agent to rectify the breach within ten (10) Business Days of receipt of the notice or such other time period as specified by the Principal.
- 11.3. The Agent must notify the Principal in the event of the occurrence of any event that could in whole or in part impede the ability of the Agent to perform the Services under this Agreement including one or more of the following events:
- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
  - (b) except to reconstruct or amalgamate while solvent, a body corporate:
    - (i) is wound up or dissolved; or
    - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or

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

## 12. POLICE CLEARANCE

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

## 13. EMPLOYEES

- 13.1. The Agent must ensure that only authorised Employees carry out the Services.

- 13.2. Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the undertaking of Services of any authorised Employees.
- 13.3. The Agent must immediately comply with a request under Clause 13.2 and ensure that the Employee does not access the Principal's Physical Stock, Records and Database

#### **14. NON-ASSIGNMENT**

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

#### **15. CONFIDENTIALITY**

- 15.1. The Agent acknowledges that during this Agreement, the Agent will have access to Confidential Information, both oral and written or in other material form, belonging to members of the public that the Principal is required to keep confidential. The Agent may use Confidential Information solely for the purpose of performing its obligations under this Agreement and the obligation to maintain confidentiality continues after termination of this Agreement.
- 15.2. The Agent will ensure that its Personnel have signed a Confidentiality Undertaking to cover the Services described in this Agreement which Undertaking is set out in Schedule 4.
- 15.3. Use of Confidential Information
- The Agent must:
- (a) use Confidential Information solely for the purpose of providing the Services under the Agreement and for no other purpose;
  - (b) not allow or assist a third party to access or use, or publish or disclose Confidential Information for any other purpose;
  - (c) take and cause its Employees to take all steps and do all things necessary to safeguard the confidentiality of Confidential Information;
  - (d) ensure the proper and secure storage of Confidential Information;
  - (e) protect Confidential Information from unauthorised access, disclosure or use.
- 15.4. Misuse of Confidential Information
- The Agent must notify the Principal immediately upon becoming aware of a suspected or actual breach of this Clause by any of the Agent's Employees.
- 15.5. Privacy
- The Agent agrees to:
- (a) comply with all privacy laws in relation to personal information, whether or not the Agent is an organisation bound by the privacy laws;
  - (b) indemnify the Principal and the State of WA, their officers and agents against liability or loss arising from, and any costs, charges and expenses incurred in connection with the use or misuse of the Confidential Information and / or breach.
- 15.6. The Agent must ensure that its Employees fully comply with this Clause.

- 15.7. The Principal will not use or disclose to any person the Agent's Confidential Information, except:
- (a) where necessary for the purpose of receiving the services; or
  - (b) where authorised in writing by the Agent; or
  - (c) to the extent that the Confidential Information is public knowledge, other than because of a breach of this clause by the Principal; or
  - (d) as required by any law, judicial or parliamentary body or government agency; or
  - (e) when required, and only to the extent required, to the Principal's professional advisers, and the Principal must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Principal under this clause 15.7.
- 15.8. Where a person discloses Confidential Information to another person pursuant to this Clause, the disclosing person must notify the receiving person of the existence and content of this Clause and the sensitivity of the information being disclosed.
- 15.9. Where the Agent's Employee breaches this Clause and discloses Confidential Information other than in the manner required, the Principal reserves the right to request that the relevant Personnel cease providing the Services.
- 15.10. The information contained in this Agreement is subject to the *Freedom of Information Act 1992 (WA)* and *Financial Management Act 2006* and may also be disclosed by the Principal or the State under a court order or upon request by Parliament or any committee of Parliament or as otherwise required.

## **16. RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK**

- 16.1. The Agent will return all Records containing the Principal's Confidential Information and Physical Stock immediately:
- (a) at the expiration or termination of the Agreement; or
  - (b) as scheduled by the Principal through Business Rules; or
  - (c) on demand by the Principal.

## **17. LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK**

- 17.1. The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.
- 17.2. The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

## **18. VARIATIONS**

Except as provided in Clause 19.3, Clause 19.4 and Clause 19.5, any variation to this Agreement shall only be valid if approved by the Principal and executed by the Parties in writing.

## **19. GENERAL**

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

- 19.2. This Agreement:
- (a) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
  - (b) may only be varied or altered in writing executed by the Parties.
- 19.3. The Schedules 2, 3, 4, 5, 7 and 11 may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule 11.
- 19.4. The Business Rules may be varied unilaterally from time to time by the Principal.
- 19.5. Either Party may, at any time, by notice in writing to the other Party vary or terminate the appointment of its Representative; or appoint any other person to act as its Representative in relation to the Agreement.

## **20. INSURANCE REQUIREMENTS**

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

## **21. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS**

### **21.1. Agent's General Warranties**

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

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

### **21.2. General Warranties Made Continuously**

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



### 21.3. Agent's Undertakings

The Agent must:

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

### 21.4. Warranties and Indemnity

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

### 21.5. Conflict of Interest

- (a) Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:
  - (i) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or

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

#### 21.6. Agent's Obligation for Services Directly to the Public

The Agent must:

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

### 22. BANK FEES AND CHARGES

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

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

### 23. PERFORMANCE AND COMPLIANCE MANAGEMENT

23.1. Audit and Review

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

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

#### 23.2. Performance Review Meetings

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

## 24. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

### 24.1. Supply by Principal

The Principal will supply the Agent with the following:

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

### 24.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database.

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

- (a) The Agent must make written application to the Principal and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Any approval issued by the Principal subject to clause 24.3(a) will be at the Principal's sole discretion based on the Principal's security requirements.
- (c) Subject to clause 24.3(a) above:
  - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agent's risk and the Principal will not be

responsible for any hardware or software failure or resultant loss of the Agent's data; and

- (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope, referred to in Schedule 8, or loss of data resulting in the installation of the additional hardware or software.
- (d) The Agent will uninstall any additional hardware or software which has been installed by the Agent on a PC designated for transaction processing in accordance with clause 24.3(a), when the PC is required to be replaced or returned to the Principal.

#### 24.4. Compliance with Principal's Requirements

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

#### 24.5. Maintenance of Equipment

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

#### 24.6. Premises

The Agent will:

- (a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;
- (b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;

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

## **25. NOTICE**

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

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - (i) hand delivered; or
  - (ii) sent by prepaid post; or
  - (iii) sent by facsimile; or
  - (iv) sent by email;to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 25.1(e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the fifth Business Day after posting; and
  - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
  - (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5:00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## **26. RELATIONSHIPS – NO PARTNERSHIP**

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

## 27. FORCE MAJEURE

- 27.1. If a Force Majeure Event causes delay or failure by the Agent to perform any or all its obligations under this agreement:
- (a) neither party is liable for such delay or failure; and
  - (b) the Agent's obligations under this agreement directly affected by the Force Majeure Event are suspended until the Force Majeure Event ceases or ceases to affect the Agent's obligation(s) under this agreement, whichever is earlier.
- 27.2. Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:
- (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
  - (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.
- 27.3. The Agent is required to:
- (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
  - (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
  - (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
  - (d) notify the Principal in writing when resumption of performance occurs.
- 27.4. If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.
- 27.5. without limiting the effect of clause 21.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 21.4.

**28. EXECUTION**

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

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

\_\_\_\_\_  
Name of Delegate (please print)

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

\_\_\_\_\_  
Signature of Delegate

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

**EXAMPLE EXECUTION CLAUSE ONLY AMEND TO SUIT LEGAL ENTITY (REFER W039) ADD ADDITIONAL DIRECTOR AND WITNESS SECTIONS IF APPLICABLE.**

Executed by **ABC Pty Ltd (ACN / ABN)** in accordance with section 127 of the *Corporations Act 2001* (Cth) (the Agent)

\_\_\_\_\_  
Name of Authorised Representative (please print)

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

\_\_\_\_\_  
Signature of Authorised Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT

### DEFINITIONS

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

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

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

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

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

**SCHEDULE 2: SCHEDULE OF COMMISSION RATES  
EFFECTIVE 1 JULY 2021**

This Schedule of Commission Rates applies to non-Road Law licensing transactions processed involving cash receipts and input of data for non-cash information.

Transactions processed under this Agreement will be aggregated with transactions processed under the Road Law Agreement to determine the total commission payable.

**Commission Payment Categories and Rates**

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

<b>Category</b>	<b>Average Transaction Time</b>	<b>Commission</b>
Category 1	0 – 3.5 minutes	\$11.45
Category 2	3.6 – 5.5 minutes	\$14.63
Category 3	5.6 – 8.5 minutes	\$18.61
Category 4	8.6 – 10.5 minutes	\$22.58
Category 5	10.6 – 14.5 minutes	\$27.35
Category 6	14.6 – 20.5 minutes	\$35.30
Category 7	20.6 – 29.5 minutes	\$51.21
Category 8	29.6 – 35.5 minutes	\$59.16

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

<b>Category</b>	<b>Average Transaction Time</b>	<b>Commission</b>
Category – updates		\$5.40
Category 9	0 - 3.5 minutes	\$8.79
Category 10	3.6 – 5.5 minutes	\$11.97
Category 11	5.6 – 8.5 minutes	\$15.94
Category 12	8.6 – 10.5 minutes	\$19.92
Category 13	10.6 – 14.5 minutes	\$24.69
Category 14	14.6 – 20.5 minutes	\$32.64
Category 15	20.6 – 29.5 minutes	\$48.54
Category 16	29.6 – 35.5 minutes	\$56.49

**Commission Payment Rates for non-Road Law Licensing Transactions**

**Classification of Transactions**

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
<b>Photo Card</b>				
Application	3	M	1	\$11.45
Replacement copy	2	M	1	\$11.45
Certified copy	2	NM	9	\$8.79
<b>Off Road Vehicles</b>				
New registrations (includes new registration update)	6	M	3	\$18.61
Renewals	2.5	M	1	\$11.45
Plate change	2.5	M	1	\$11.45
Transfers	2.5	M	1	\$11.45
Plate receipt - manual	2.5	NM	9	\$8.79
<b>Maritime Collections</b>				
Boat renewal payments	2	M	1	\$11.45
Boat transfer payments	2	M	1	\$11.45
Commercial vessel survey payments	2	M	1	\$11.45
Hire vessel survey payments	2	M	1	\$11.45
Marine payment - miscellaneous	2	M	1	\$11.45
Maritime pen duty payments	2	M	1	\$11.45
Slipway fees	2	M	1	\$11.45
<b>Driving Instructors</b>				
Instructor Fees	2	M	1	\$11.45

### **SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES**

#### **1. PRINCIPAL'S REPRESENTATIVE**

- (a) The Principal's Representatives are:
  - (i) Director Commercial Management, or
  - (ii) Manager Statutory Agency Agreements; or
  - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
  - (iv) the person acting in the office that substitutes for any of the above-described offices; or
  - (v) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:  
Manager, Statutory Agency Agreements,  
Commercial Management  
Department of Transport  
GPO Box R1290  
Perth WA 6844  
Telephone: 08 6551 6378  
Facsimile: 08 6551 7022  
Email: SAA@transport.wa.gov.au

#### **2. AGENT'S REPRESENTATIVES**

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

#### **3. PERSONNEL AUTHORISED TO ISSUE NOTICES**

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

**SCHEDULE 4: AGENT’S EMPLOYEE CONFIDENTIALITY UNDERTAKING**

<b>CONFIDENTIALITY UNDERTAKING</b>
<b>ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD LAWS AND OTHER LEGISLATION</b>

**1. EMPLOYEE PARTICULARS**

<b>Name</b>			
<b>Address</b>			
<b>Contact</b>			
<b>Phone</b>		<b>Email</b>	
<b>Employer</b>	[Insert Name of LGA/Business/Company including the ACN or ABN number]		

**2. BACKGROUND**

- A. The Department is responsible for the administration of the road laws (including the *Road Traffic (Administration) Act 2008*, *Road Traffic (Authorisation to Drive) Act 2008* and the *Road Traffic (Vehicles) Act 2012* and other legislation. Further, the Department undertakes functions under other legislation including the *Western Australian Marine Act 1982*, the *Western Australian Photo Card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.
- B. The Employer has agreed to undertake functions, roles and/or responsibilities of the Department.
- C. In order to be able to carry out the Services and other work for the Employer on behalf of the Department, the Employee will require access to the System(s) and/or Confidential Information, and the Department has agreed to allow access to the System(s) and/or Confidential Information to the Employee on the strict understanding that the Systems and Confidential Information are provided solely to enable the Employer to carry out the Services.
- D. This undertaking must be read, understood and signed by the Employee and returned to the Department before the Employee commences the Services and before the Department will allow access to the System(s) and/or Confidential Information.

**3. DEFINITIONS AND INTERPRETATION**

In this undertaking:

**Confidential Information** means all information, except Excepted Information, disclosed by the Department or the Department’s Customers, directly or indirectly, to the Employer or Employee in any form in connection with the provision of the Services and includes, but is not limited to:

- a) information regarding personal details of the Department’s Customers including, but not limited to, driver’s licence number, name, date of birth, address and all other contact details of the Department’s Customers;
- b) details of any vehicles associated with the Department’s Customers, including the ownership details, number plates, Vehicle Identification Numbers and other identifying features of the vehicle;
- c) any information which pertains to the Department’s functions or responsibilities, or conduct of the Department’s business, which is not public knowledge or which is not publicly available;

- d) information regarding business or system processes that the Employee has obtained, or which may be provided by the Department, whether directly or indirectly;
- e) information relating to the internal management and structure of the Department, or the personnel, policies and strategies of the Department;
- f) policies, strategies, practices and procedures of the Department and any sensitive information which the Employee may come to obtain or have access to relating to the Western Australian Public Service;
- g) information which is commercially sensitive information or personal information.

**Department** means the Chief Executive Officer of the Department of Transport, and the State of Western Australia acting through the Department of Transport.

**Department's Customers** means those persons who use the Services supplied by the Employer under the agreement made between the Department and the Employer.

**Employee** means a person who supplies Services under the agreement made between the Department and the Employer, howsoever they are engaged by the Employer as identified in the Employee Particulars at the beginning of this Confidentiality Undertaking.

**Excepted Information** means information which:

- a) is available or becomes available in the public domain other than by breach of this Undertaking;
- b) is known to the Employee before receiving it from the Department and is not otherwise subject of this Undertaking; or
- c) is required to be disclosed for the purposes of litigation or under an applicable law or applicable requirement of a government agency.

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

**Services** means the services to be provided by the Employer to the Department, as outlined in the agreement, contract or deed between the Employer and the Department.

**Systems** means systems, databases or interfaces operated or kept by the Department or operated by the Department on behalf of another government department, including, but not limited to, the Transport Executive Licensing Information System (TRELIS), T-One, iAssess, Dealer On-Line System, Vehicle Inspection System (VIS) and Licence Assessment Provider System (LAPS).

#### **4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS**

In consideration of being provided with or given access to the Confidential Information, the Employee undertakes and agrees to be subject to the following obligations:

##### **4.1. Use of Confidential Information**

I acknowledge and understand that I will be provided with and/or given access to Confidential Information, and I undertake and agree to:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not divulge or communicate the Confidential Information to any other person who is not authorised to receive such Confidential Information;
- (d) not reproduce the Confidential Information by any process, electronic or otherwise;

- (e) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (f) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
  - (i) keeping the Confidential Information within my possession confidential;
  - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
  - (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
  - (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

#### **4.2. Use of Systems**

I acknowledge and understand that I may be provided with and/or given access to Systems, and, if I am given access to such System(s), I undertake and agree to:

- (a) protect and not disclose any password, user ID or other login information to any System;
- (b) not allow another person to access or use the System under my login or leave the System unattended whilst logged in; and
- (c) only access the Systems to undertake the Services, in accordance with the agreement between the Employer and the Department, and in accordance with the Department's policy and procedures for authorised use.

I acknowledge that the Systems may be monitored and audited by the Department.

#### **4.3. Acknowledgments**

I acknowledge and agree that:

- (a) the Confidential Information provided by the Department is secret and confidential;
- (b) the Confidential Information and Systems are the property of the Department; and
- (c) disclosure of the Confidential Information in breach of this undertaking may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Department.

### **5. CRIMINAL CODE, ROAD TRAFFIC ACT AND OTHER LEGISLATIVE OBLIGATIONS**

The Employee should be aware that there are serious consequences for unauthorised use of the Systems and unauthorised use or disclosure of the Confidential Information.

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does

make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.

- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.
- (c) the Employee must not, directly or indirectly, record, disclose or make use of Confidential Information which had been obtained under the road laws, except in accordance with section 143A of the *Road Traffic (Administration) Act 2008*. If the Employee records, discloses or uses such information other than in accordance with section 143A, the Employee may be personally guilty of a crime which carries a maximum penalty of imprisonment for 12 months.
- (d) the Employee is a 'government organization employee' (as defined in section 3 of the *State Records Act 2000*) and may be subject to criminal offences which carry a maximum penalty of a \$10,000 fine under section 78 (1) to (5) of the *State Records Act 2000*.

**I, the undersigned, confirm that I have read this document and agree to its contents. I acknowledge that the Confidential Information is confidential and may only be read, accessed or used by me for a purpose authorised and in accordance with this undertaking. I understand that there may be serious consequences including prosecution, if I fail to adhere to the relevant legislation.**

Signed on the.....day of.....20.....

.....(Employee)

Signature

.....

Full Name and Job Title

in the presence of:

Signature of witness: .....

Full name of witness .....

Date: .....

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)



## SCHEDULE 5: BUSINESS RULES

### 1. DEFINITIONS

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

### 2. PAYMENT

#### 2.1. Commissions Payable

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

#### 2.2. Variations to Commissions Payable

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

#### 2.3. Invoices

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

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

#### **2.4. Payment of Invoices**

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

#### **2.5. Method of Payment**

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

#### **2.6. No Obligation to Pay**

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

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

#### **2.7. Incorrect Payment**

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

#### **2.8. GST and other duties, taxes and charges**

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

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

### **3. COLLECTION OF REVENUE**

#### **3.1. Forms of Payment**

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

#### **3.2. No Surcharge**

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

[A banking arrangement will be selected as appropriate to the Agent.]

#### **3.3. Direct Debit**

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.
- (c) The Agent will, prior to the commencement of Service, provide the CEO with a Direct Debit Request and the CEO will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Database. The Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Road Law Agreement. No annual reporting is required by the Agent.

OR

#### **3.3. Direct Deposit**

- (a) The CEO will provide to the Agent a Department EFTPOS terminal and the relevant bank deposit book to facilitate transaction processing.
- (b) The Agent will deposit monies collected into the CEO's nominated bank on a daily basis either using a Department of Transport Commonwealth Bank deposit book or the Agent's own bank deposit book.
- (c) The daily deposited amount in clause 3.3(b) will be that which is collected by the Agent according to the relevant transaction and payment summary generated by the Database.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Road Law Agreement. No annual reporting is required by the Agent.

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**SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION**

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

Town of [Town Name]

Address			
Contact		Email	
Phone		Fax	

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### SCHEDULE 7: EQUIPMENT MAINTENANCE

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

Step	Process
<b>Repair or Replacement Issue</b>	<p>Agent Personnel are to contact Transport's Business and Systems Support only.</p> <p>Please do not contact the Business Information Systems (BIS) Helpdesk directly.</p> <p style="text-align: right;"><b>1800 354 928</b> <b>BSS@transport.wa.gov.au</b></p>
<b>Job/Incident Logged</b>	<p>Agent Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.</p> <p><b>**Please Note**</b> When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
<b>Courier</b>	<p>Transport's Business and Systems Support or BIS Helpdesk will instruct the Agent Personnel to courier the equipment if it needs to be returned for repair/replacement.</p>
<b>Courier details</b>	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 33 66. Quote account number <b>XV1437</b>.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to: Department of Transport BIS, Level 3, 2 Tassels Place Innaloo WA 6018.</p> <p>The above instructions are correct unless otherwise advised by the Principal from time to time.</p>
<b>Repair and/or Replacement</b>	<p>The Department of Transport will organise the repair and/or replacement of the equipment item.</p>
<b>Return Courier</b>	<p>BIS Helpdesk will arrange for the equipment item to be returned by courier to the Agent's Site.</p>
<b>Follow Up</b>	<p>If the Agent's Personnel require any follow-up assistance, Transport's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.</p>
<b>Escalation</b>	<p>If the Agent experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.</p>

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

**Overview** - The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally.

PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to all entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to all other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

#### PCI DSS Objectives and Requirements

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

**SCHEDULE 9: AGREEMENT TERM**

Item No	Item Description	Details
1	<b>Agreement Term</b>	The appointment of the Agent by the CEO is for a term of 60 months, expiring 30 June 2026.
2	Commencement Date	1 July 2021

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**SCHEDULE 10: PERFORMANCE MEASURES**

No.	Performance Measure	Qualitative Matrix
1	Less than 5% Error Rate	<p>Measured on a monthly basis across all licensing transactions.</p> <p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Service Centre (TSC) office for audit.</p> <p>All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC for the site.</p> <p>If the Error Rate exceeds 5% the Agent's and Principal's representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 10.1 (c) of the Agreement.</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to the allocated TSC within seven (7) Business Days of notification by the Principal.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> <li>1. <a href="mailto:SAA@transport.wa.gov.au">SAA@transport.wa.gov.au</a>; or</li> <li>2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844</li> </ol>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p>

		<ol style="list-style-type: none"><li>1. Manager Statutory Agency Agreements.</li><li>2. Director Commercial Management.</li></ol> <p>The Director Commercial Management is the final escalation level.</p>
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DRAFT

**SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM**  
**NOTICE OF VARIATION TO SCHEDULE**

Agreement No.: [Insert number]

Title: Provision of non-Road Law Functions in [Insert Location]

Schedule: [Schedule X – Title of Schedule]

Agent: [Agent Legal Entity Name]

Variation No.: \_\_\_\_\_ Variation Date: \_\_\_\_\_

Date of Variation Effect: \_\_\_\_\_

**VARIATION TO SCHEDULE**

The Principal, pursuant to Clause 19.3 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

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

[Name and Title of authorised officer in DVS]

---

Signature

---

Date



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

**DOT**[INSERT NUMBER] AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN  
[INSERT NAME OF THE LOCATION] IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC  
(ADMINISTRATION) ACT 2008

BETWEEN:

The **Chief Executive Officer of the Department of Transport** of 140 William Street, Perth,  
Western Australia 6000 (“**the CEO**”)

AND:

The Agent details will be inserted. The following is an example only.

The **Shire of [Insert location]** a body corporate with perpetual succession under the Local  
Government Act 1995

Or

[Insert Name] (ACN or ABN) of [Insert Address] (“**the Agent**”)

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THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

BETWEEN:

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

AND

(Insert Name) (Insert ACN / ABN number) of (Insert Address) (**the Agent**)

## RECITALS

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

## OPERATIVE PART

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

**Commencement Date** means the date specified in Item 2 of Schedule L.

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

**Confidential Information** means information in respect of the Agreement that:

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

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

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

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

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

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

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

**Department** means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with:

- (a) the administration of this Agreement; and / or
- (d) the provision of Licensing Services.

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

**Employee** means:

(Item (a) will be deleted if the successful agent is NOT a Local Government/Shire. The numbering should then be removed)

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

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

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

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

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

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

(Item (l) will be included if the successful Agent is a Shire/Local Government body.)

- (l) where applicable, the Agent breaches its duty under the *Local Government Act 1995*; or
- (m) If the Agent also provides Non-Road Law Services under a separate agreement to this Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

**Force Majeure Event** means an exceptional and unforeseen event beyond the reasonable control of the parties, including as follows:

- (a) an act of God, earthquakes, floods, storms, cyclones, explosions, fires and other natural disasters; and



- (b) war, riot or invasion, terrorism, the imposition of embargo and civil or military disturbances; and
- (c) national emergency, government action, strikes and industrial action (other than strikes or industrial action limited to the Agent, Principal or their subcontractors), epidemics and pandemics.

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

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

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

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

**Insolvency Event** means the happening of any of these events:

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

- (ii) stops or suspends payment of all, or a class of, its debts; or
- (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
  - a. insolvent or unable to pay its debts when they fall due; or
  - b. the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
- (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
- (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Intellectual Property Rights** means:

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

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

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

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

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

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

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

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

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

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

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

- (a) forms for completion by the Principal's Customers;
- (b) printer base stock;
- (c) vehicle licence plates;
- (d) 'P' plates;

- (e) financial banking books;
- (f) Logbooks;
- (g) licensing publications and information material; and
- (h) any other stock as detailed by the Principal in Schedule M.

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

**Principal** means the Chief Executive Officer of the Department of Transport.

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

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

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

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

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

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

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

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

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

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

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

**State** means the State of Western Australia.

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

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

**Transport Service Centre** or **TSC** means a Department of Transport customer service centre providing face-to-face services to the public.

## 1.2. Interpretation

In the Agreement Documents, unless the context otherwise requires:

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

- (t) a reference to a monetary amount means that amount in Australian currency.

## **2. TERM**

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

## **3. SUPPLY OF SERVICES**

### **3.1. Supply of Services**

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

### **3.2. Scope and Quality of Services**

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

### **3.3. Additional Work**

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

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

### **3.4. Unsatisfactory Services**

- (a) If any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal or the Principal's Customers.

- (b) If, on receipt of a notice under clause 3.4(a), the Agent considers that it has supplied the Services in accordance with this clause 3, then the Parties must attempt to resolve the dispute by following the dispute resolution process set out in clause 16.

### 3.5. Value for Money Policy

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

## 4. COLLECTION OF REVENUE

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

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

### 4.2. Forms of Payment

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

### 4.3. No Surcharge

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

## 5. PAYMENT

### 5.1. Commissions Payable

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

### 5.2. Variations to Commissions Payable

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

### 5.3. Invoices

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

### 5.4. Payment of Invoices

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

### 5.5. Method of Payment

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

### 5.6. No Obligation to Pay

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

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

### 5.7. Incorrect Payment

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

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

5.8. GST and other duties, taxes and charges

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

**6. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS**

6.1. Agent's General Warranties

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

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Principal in connection with the Agreement is true and correct;



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

#### 6.2. General Warranties Made Continuously

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

#### 6.3. Agent's Undertakings

The Agent must:

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

#### 6.4. Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third-party warranties and must ensure that the Principal has the benefit of those warranties.

- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with clauses 6.4(a) or (b).

#### 6.5. Conflict of Interest

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

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

The Agent must:

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

### 7. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

#### 7.1. Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
  - (i) PC/s;

- (ii) printer/s (excluding consumables); and
- (iii) image capture unit (excluding a backdrop screen).
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third-party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

#### 7.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.
- (c) Except where there is another arrangement agreed between the Parties, the Agent agrees to the use of their own telecommunications carrier networks, including internet with sufficient bandwidth, for the transfer of data from the DoT supplied equipment to the Database.

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

- (a) The Agent must make written application to the Principal and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Any approval issued by the Principal subject to clause 7.3(a) will be at the Principal's sole discretion based on the Principal's security requirements.
- (c) Subject to clause 7.3(a) above:
  - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agent's risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agent's data; and
  - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope, referred to in Schedule J, or loss of data resulting in the installation of the additional hardware or software.
- (d) The Agent will uninstall any additional hardware or software which has been installed by the Agent on a PC designated for transaction processing in accordance with clause 7.3(a), when the PC is required to be replaced or returned to the Principal.

#### 7.4. Compliance with Principal's Requirements

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

#### 7.5. Maintenance of Equipment

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

#### 7.6. Premises

The Agent will:

- (a) ensure that the Services are provided only from the Premises which have been approved in writing by the Principal as listed at Schedule I;
- (b) ensure the Principal's prior written approval has been obtained before commencing the Services from any new location;
- (c) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (d) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (e) ensure security complies with any reasonable Direction given by the Principal;
- (f) do everything reasonably necessary to protect people and Property on the Premises, as they relate to the delivery of the Services; and
- (g) ensure compliance with Requirement 9 of the PCI DSS at Schedule J.

### 8. EXPENSES

#### 8.1. Bank Fees and Charges

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

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

#### 8.2. Training

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

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

### 8.3. Evidence

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

### 8.4. Reimbursement

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

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

## 9. PERSONNEL

### 9.1. General Provisions of the Agent's Personnel

- (a) All Personnel must be Employees of the Agent.
- (b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;
- (c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Principal's Database and Property and direct the Personnel to undertake immediate retraining.
- (d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.
- (e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.

- (f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to his other rights under the Agreement:
  - (i) refuse approval for the person to be appointed as Personnel; or
  - (ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.
- (g) The Agent and its Employees must not, during the Term, have any affiliations, associations, connections, or professional engagements with any companies, agencies, organisations, clubs, associations, or other business or charitable institutions which have or have been found to have or proven to have any involvement in any disreputable, criminal or illegal business dealings or transactions.
- (h) The Principal may terminate this Agreement effective immediately, upon becoming aware of any such affiliations, associations, connections, or professional engagements referred to in clause 9.1(g).
- (i) Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the Services of any Personnel.
- (j) The Agent must immediately comply with a request under clause 9.1(i).
- (k) Where the Agent fails to comply with a request under clause 9.1(i), in addition to any other rights and actions available to the Principal, the Principal may terminate this Agreement immediately without notice.
- (l) In addition to the provisions of clauses 9.1(d) to (f), the Principal may withhold approval for the appointment of a prospective Employee as Personnel or require the Agent to remove any Personnel from involvement with supplying the Services if the Principal reasonably believes that the prospective Employee or Personnel, as the case may be, is unsuitable.
- (m) In the event that the Principal withholds approval of a prospective Employee or requests removal of any Personnel, in accordance with clause 9.1(f) or 9.1(l), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.
- (n) In the event that any Personnel is required to be removed from supplying the Services pursuant to this clause 9.1, the Agent must at its own cost:
  - (i) ensure that the Personnel in question immediately ceases all involvement with the supply of the Services; and
  - (ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.
- (o) In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Personnel, it will immediately notify the Principal in writing.

## 9.2. Qualifications

- (a) The Agent must ensure that all Personnel are properly qualified and suitable for the tasks allocated to them and that Personnel conduct themselves in all circumstances and at all times, in a fit and proper manner.

- (b) The Agent must ensure that all Personnel:
  - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to supplying the Services;
  - (ii) undertake e-learning training as directed by the Principal;
  - (iii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
  - (iv) participate in a continuous education program relevant to the Services.

### 9.3. Use of Lobbyists

The Agent confirms and represents it has not been advised that any of its officers, employees, agents or sub-contractors have employed, engaged or have otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in Public Sector Commissioner's Circular 2016 "Circular 2016") unless such person is duly registered as a Lobbyist in terms of Circular 2016 and that person has complied with his or her obligations under Circular 2016 as amended from time to time.

### 9.4. Awards, Workplace Agreements

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

## 10. ACCESS AND CONFIDENTIALITY

### 10.1. Access and Records

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

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

## 10.2. Agreement Disclosure

The Agent acknowledges that:

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

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

## 10.3. Use of the Principal's Systems and Database

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



- (iii) leave the Principal's Database unattended while they are logged in; or
  - (iv) use the Principal's Database for a purpose or in a manner contrary to the Principal's instructions for the authorised use of the Database, in accordance with the Personnel Confidentiality Undertaking.
- (e) In the event of any occurrence described herein at clauses 10.3 (c) or (d) or any other use of the Database contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:
- (i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 19 apply; or
  - (ii) immediately suspend the Agent Personnel's access to the Database with or without notice; and
  - (iii) notify the Agent of the breach by notice in writing.
- (f) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(e)(ii) stating the reasons for such breach.
- (g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or Representatives.
- (h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

#### 10.4. Confidentiality

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

- (iv) as required by any law, judicial or parliamentary body or government agency; or
  - (v) when required, and only to the extent required, to the Principal's professional advisers, and the Principal must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Principal under this clause 10.4.
- (e) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Agreement.

#### 10.5. Return of Confidential Information

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

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

#### 10.6. Publicity

(a) Unless the Principal gives its prior written consent, the Agent will not:

- (i) use the Agreement or the Principal's name or logo;
- (ii) use the name or logo of any person specified in the Agreement;
- (iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Agreement; or
- (iv) make any statement concerning the Agreement,

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

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

### 11. AUDITOR GENERAL

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.
- (b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

### 12. INTELLECTUAL PROPERTY RIGHTS

#### 12.1. Principal Supplied Property and Intellectual Property Rights

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

## 12.2. Agent Supplied Property and Intellectual Property Rights

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

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

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

## 12.4. Indemnity – Third Party Intellectual Property Rights

- (a) A Party will indemnify the other Party and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities including legal costs and expenses as a result of any action, suit, claim, demand or proceeding taken or made by a third party (Third Party Claim) alleging that any Agent Supplied Property (with respect to Third Party Claims made against the Principal) or Principal Supplied Property (with respect to Third Party Claims made against the Agent) infringes the Intellectual Property Rights or the Moral Rights of that third party.
- (b) The obligations of the parties under this clause 12.4 are continuing obligations and survive expiration or termination of the Agreement.

## 13. INSURANCE

### 13.1. Insurance Requirements

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

### 13.2. Reputable and Solvent Insurer

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

### 13.3. Maintenance of Insurance

The Agent will:

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

### 13.4. Evidence of Insurance

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

### 13.5. Failure to Prove Insurance

If the Agent does not comply with clauses 13.1, 13.2, 13.3 and 13.4, then without limiting any other remedy available to the Principal, the Principal may suspend or terminate the Agreement under clause 19.

### 13.6. Incidents and claims

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

### 13.7. Continuing obligation

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

### 13.8. No Limitation of Other Liabilities

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

## 14. INDEMNITY

- (a) The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

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

## **15. PERFORMANCE AND COMPLIANCE MANAGEMENT**

### **15.1. Audit and Review**

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
- (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
  - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent;
  - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
    - (A) the Processing Errors;
    - (B) compliance with the Business Rules;
    - (C) timeliness of transactions;
    - (D) daily receipt by the Principal of transaction supporting documents;
    - (E) Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
    - (F) the Agent's performance generally.
- (b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
- (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 15.1; and
  - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Principal may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within

the period specified in the notice or, if not specified, within seven (7) Business Days from the date of the notice.

- (e) In requesting a written response under 15.1 (d), the Principal in no way limits his capacity under clause 19.
- (f) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this Clause 15.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

## 15.2. Performance and Compliance Review Meetings

- (a) Performance and/or compliance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance, compliance and other issues associated with the Services which may be identified through auditing, performance or compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) The following Personnel are required to attend the performance and compliance reviews, as a minimum:
  - (i) the Principal's Representative; and
  - (ii) the Agent's Representative; or
  - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the performance or compliance review meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed pursuant to Clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Agreement.
- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take and the Agent will comply therewith.

## 16. DISPUTES

- 16.1. The Parties agree to use reasonable efforts to resolve by negotiation any problem relating to Services that arise between them under the Agreement.
- 16.2. If a problem relating to Services arises, including a breach or an alleged breach, under the Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at an operational level, the Agent's Representative and the Principal's Representative will then arrange to meet and endeavour in good faith to agree upon a resolution.
- 16.3. Both Parties will continue to perform their obligations under the Agreement while negotiations under clauses 16.1 or 16.2 are exercised.

## 17. DEFAULT

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

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

## 18. LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

- 18.1. The Principal, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.
- 18.2. The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

## 19. SUSPENSION AND TERMINATION

### 19.1. Suspension and Termination

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

- (a) suspend the Agreement, by suspending the Agent's access to the Database, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or
- (b) terminate the Agreement, either immediately or after the period of suspension referred to in clause 19.1(a).

### 19.2. Ending of Suspension

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

### 19.3. Consequences of Expiration or Termination

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

19.4. Termination by Mutual Agreement

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

19.5. Limited Liability

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

**20. REPRESENTATIVES OF THE PARTIES**

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

**21. NOTICE**

21.1. Each notice or other communication given under the Agreement:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
  - (i) hand delivered; or
  - (ii) sent by prepaid post; or
  - (iii) sent by facsimile; or
  - (iv) sent by email;to the Representative of the respective Party specified in this Agreement.
- (d) subject to clause 21.1(e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the fifth Business Day after posting;
  - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;



- (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## **22. FORCE MAJEURE**

22.1. If a Force Majeure Event causes delay or failure by the Agent to perform any or all its obligations under this agreement:

- (a) neither party is liable for such delay or failure; and
- (b) the Agent's obligations under this agreement directly affected by the Force Majeure Event are suspended until the Force Majeure Event ceases or ceases to affect the Agent's obligation(s) under this agreement, whichever is earlier.

22.2. Where the Agent claims a Force Majeure Event has occurred which makes it unable to perform any obligation or condition required by this Agreement, the Agent must notify the Principal in writing as soon as possible giving full particulars of the Force Majeure Event including:

- (a) the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and
- (b) the means proposed to be adopted to remedy or abate the Force Majeure Event.

22.3. The Agent is required to:

- (a) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
- (b) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;
- (c) notify the Principal in writing when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and
- (d) notify the Principal in writing when resumption of performance occurs.

22.4. If a delay or failure under this clause exceeds 60 days, the Principal may immediately terminate this agreement by written notice to the Agent. In such circumstances, the Principal will be liable to the Agent only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the commencement of the Force Majeure Event.

22.5. without limiting the effect of clause 22.4, the Principal will not be liable to compensate the Agent for loss of potential profits or other consequential loss incurred and/or claimed by the Agent arising from termination by the Principal pursuant to clause 22.4.

## **23. MISCELLANEOUS**

23.1. Consent

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

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;
- (b) the Principal is not required to provide a reason or reasons for giving or refusing its consent; and

- (c) the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 23.1(a) shall constitute a breach of a term of this Agreement.

#### 23.2. No Dealing or Subcontracting

The Agent must not:

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

#### 23.3. Further Assurance

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

#### 23.4. Relationships – No Partnership

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

#### 23.5. Rights and Remedies

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

#### 23.6. Right of Set Off

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

#### 23.7. Entire Agreement

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

#### 23.8. Variations

- (a) Subject to clause 23.8(b) below, the Agreement may only be varied in writing by mutual agreement of the Parties.
- (b) The Schedules B, C, E, F, G and M may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule K.

#### 23.9. Waiver

- (a) Any waiver by the Principal or the Agent must be in writing and signed by the Party waiving the right.

- (b) Any waiver by the Principal or the Agent does not affect its rights in respect of any other breach of the Agreement by another party.
- (c) Subject to clause 23.9(a), any failure by the Principal or the Agent to enforce any right under the Agreement must not be construed as a waiver of their respective rights under the Agreement.

23.10. Costs

- (a) Unless otherwise stated, the Agent must comply with all obligations of the Agent at the Agent's cost.
- (b) Unless otherwise stated, the Principal must comply with all obligations of the Principal at the Principal's cost.
- (c) The Principal and the Agent must pay their own costs including legal and other costs in connection with the preparation, negotiation, and signing of the Agreement.

23.11. Governing Law

The Agreement is governed by the laws of the State of Western Australia. The Principal and the Agent irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

23.12. Government Policy

If any obligations relating to State government procurement policies are specified in the Agreement, then those obligations form part of the Agreement and the Agent must comply with them.

23.13. Authority to complete blanks etc.

The Principal may date the Agreement and complete any blanks left by the Agent, provided that the obligations of the Agent are not thereby materially increased.

23.14. Severability

Each clause and sub-clause of the Agreement is severable from each other clause or sub-clause, and the invalidity or unenforceability of any clause or sub-clause will not prejudice or affect the validity or enforceability of any other clause or sub-clause.

**24. EXECUTION**

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

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

_____ Name of Delegate (please print)	_____ Name of Witness (please print)
_____ Signature of Delegate	_____ Signature of Witness

**EXAMPLE EXECUTION CLAUSE ONLY AMEND TO SUIT LEGAL ENTITY**

Executed by **ABC Pty Ltd (ACN / ABN)** in accordance with section 127 of the *Corporations Act 2001* (Cth) (the Agent)

_____ Name of Authorised Representative (please print)	_____ Name of Witness (please print)
_____ Signature of Authorised Representative	_____ Signature of Witness
_____ Date	_____ Date

## SCHEDULE A: SERVICE SPECIFICATION

### 1. DEFINITIONS

In this service specification, the following definitions apply:

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

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

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

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

### 2. SCOPE OF SERVICES

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

### 3. TRANSACTION PROCESSING REQUIREMENTS

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

### 4. DIRECT DEBIT

[A banking arrangement will be selected as appropriate to the Agent.]

The Agent will:

- (a) use its own EFTPOS terminal and funds will be banked directly into the Agent's nominated bank account.

- (b) bank on a daily basis revenue collected (cash/cheques/money orders) into the Agent's nominated bank account.
- (c) prior to the commencement of Service, provide the Principal with a Direct Debit Request and the Principal will debit the Agent's bank account two (2) Business Days after collection to the value of transactions processed on the Database. The Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

OR

#### 4. DIRECT DEPOSIT

- (a) The Principal will provide to the Agent a Department EFTPOS terminal and the relevant bank deposit book to facilitate transaction processing.
- (b) The Agent will deposit monies collected into the Principal's nominated bank on a daily basis either using a Department of Transport Commonwealth Bank deposit book or an Australia Post Agency deposit book.
- (c) The daily deposited amount in clause 4(b) will be that which is collected by the Agent according to the relevant transaction and payment summary generated by the Database.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

#### 5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

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

#### 6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

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

#### 7. TIMELINESS OF SERVICE

- (a) The Agent must:

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

## **8. QUALITY OF SERVICE**

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

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

## **9. AUDITING BY TRANSPORT SERVICE CENTRES**

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

## **10. PRACTICAL DRIVING ASSESSMENTS**

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

- (ii) The Principal's clients, who will undergo a driving assessment, parking on the Agent's Premises; and
  - (iii) Minimal use of the Agent's office facilities.
- (e) The Agent agrees to use the Practical Driving Assessment booking system as contained within the Principal's Database.

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

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

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

DRAFT



**SCHEDULE B: SCHEDULE OF COMMISSION RATES  
EFFECTIVE 1 JULY 2021**

This Schedule of Commission Rates applies to processed licensing transactions involving cash receipts and input of data for non-cash information.

**Commission Payment Categories and Rates**

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

Category	Average Transaction Time	Commission
Category 1	0 – 3.5 minutes	\$11.45
Category 2	3.6 – 5.5 minutes	\$14.63
Category 3	5.6 – 8.5 minutes	\$18.61
Category 4	8.6 – 10.5 minutes	\$22.58
Category 5	10.6 – 14.5 minutes	\$27.35
Category 6	14.6 – 20.5 minutes	\$35.30
Category 7	20.6 – 29.5 minutes	\$51.21
Category 8	29.6 – 35.5 minutes	\$59.16

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

Category	Average Transaction Time	Commission
Category – updates		\$5.40
Category 9	0 – 3.5 minutes	\$8.79
Category 10	3.6 – 5.5 minutes	\$11.97
Category 11	5.6 – 8.5 minutes	\$15.94
Category 12	8.6 – 10.5 minutes	\$19.92
Category 13	10.6 – 14.5 minutes	\$24.69
Category 14	14.6 – 20.5 minutes	\$32.64
Category 15	20.6 – 29.5 minutes	\$48.54
Category 16	29.6 – 35.5 minutes	\$56.49

## Commission Payment Rates for Individual Licensing Transactions

### Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
<b>Vehicle Renewals</b>				
Straight Renewal	2	M	1	\$11.45
Renewal - with concession update/refund	3	M	1	\$11.45
Renewal - with change of address	2.5	M	1	\$11.45
Renewal - with change of name	2.5	M	1	\$11.45
Renewal - with inspection form (details to be checked)	3	M	1	\$11.45
Renewal - with change of plate	3	M	1	\$11.45
Renewal - to uniform date	2	M	1	\$11.45
Renewal - with transfer infringement	2.5	M	1	\$11.45
Renewal - with plate infringement	2.5	M	1	\$11.45
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	\$11.45
Renewal - with multiple updates	3	M	1	\$11.45
Heavy vehicles - renewal	2	M	1	\$11.45
Heavy vehicles - change of nominated use	2	M	1	\$11.45
Heavy vehicles - change of concession	2	M	1	\$11.45
Heavy vehicles - fixed nominated use advice	2	NM	update	\$5.40
Duplicate copy of licence papers	2	M	1	\$11.45
Renewal and change of address with no payment	1.75	NM	9	\$8.79
<b>Change of Plates</b>				
Straight change of plate	2	M	1	\$11.45
Lost or stolen plate change (statutory declaration)	2	M	1	\$11.45
Retained plate (to be issued at a later date)	2	M	1	\$11.45
Change plate for original issue of personalised, special series or remake	2	M	1	\$11.45
<b>Variation to Vehicle Details</b>				
Change of colour, model, engine number (no fee adjustment)	2	NM	9	\$8.79
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$11.45 or \$8.79
<b>Vehicle Updates</b>				
Add condition	2	NM	9	\$8.79
Delete condition	2	NM	9	\$8.79
Add concession	2	NM	9	\$8.79
Delete concession	2	NM	9	\$8.79
<b>New Registration</b>				
Basic new registration	5	M	2	\$14.63
New registration with concession/condition update	5	M	2	\$14.63
New registration for heavy vehicle	6	M	3	\$18.61
<b>Plate Receipts</b>				
Eastern State plate return	2	NM	9	\$8.79
Western Australian plate return - no refund	2	NM	9	\$8.79
Western Australian plate return - refund	2.5	NM	9	\$8.79
Plate infringements	2	NM	9	\$8.79
<b>Transfers</b>				

<b>Transaction Type</b>	<b>Time (min)</b>	<b>Monetary/ Non-Monetary (M/ NM)</b>	<b>Category</b>	<b>Commission</b>
Transfer details update (multi notification)	0.75	NM	update	\$5.40
Transfer update and payment	2.5	M	1	\$11.45
Transfer update, transfer payment and adjustment payment	3	M	1	\$11.45
Transfer update, transfer, adjustment and renewal payment	4	M	2	\$14.63
Transfer update, transfer, payment and infringement payment	3	M	1	\$11.45
Transfer update, concession update and transfer payment	2.5	M	1	\$11.45
Transfer update, transfer and renewal payment	3	M	1	\$11.45
Deceased estate transfer update and payment	2.5	M	1	\$11.45
Divorce settlement transfer update and payment	2.5	M	1	\$11.45
First and Final demand letter payment	1.5	M	1	\$11.45
Transfer infringement payment	1.5	M	1	\$11.45
Eastern States Registration	5	NM	11	\$15.94
<b>Dealer Acquisitions</b>				
One to five in one transaction	2	M	1	\$11.45
<b>Adjustment Payment</b>				
System generated notification	2	M	1	\$11.45
Created by update or variation plus update time	2	M	1	\$11.45
<b>Driver Renewal</b>				
Renewal with photograph	2	M	1	\$11.45
Renewal without photograph (data card still requires photographing)	2	M	1	\$11.45
Renewal with concession application	2	M	1	\$11.45
Renewal with concession deleted	2.5	M	1	\$11.45
Renewal with change of address	2.5	M	1	\$11.45
Change of name or date of birth	2.5	M	1	\$11.45
Renewal without payment	1.5	NM	9	\$8.79
Renewal and change of address without payment	2	NM	9	\$8.79
Duplicate copy of licence	2	M	1	\$11.45
Certified copy of licence	2	NM	9	\$8.79
<b>Change of Address (multi advice)</b>				
Motor driver licence	0.5	NM	update	\$5.40
Motor vehicle registration	0.5	NM	update	\$5.40
<b>Plate Applications</b>				
Personalised plates	2	M	1	\$11.45
Sporting plates	2.5	M	1	\$11.45
Local Authority plates	2.5	M	1	\$11.45
Special Series plates	2.5	M	1	\$11.45
Plate change	2.5	M	1	\$11.45
Plate receipt – manual	2.5	NM	9	\$8.76
District Plate Conversion	2.5	M	1	\$11.45
Plate Remake Applications	2	M	1	\$11.45
<b>Special Plate Transfers</b>				
	2	M	1	\$11.45
<b>Temporary Permits</b>				
	3	M	1	\$11.45
<b>Suspense Receipts</b>				
	2	M	1	\$11.45
<b>Vehicle Modification Permit</b>				
	2	M	1	\$11.45
<b>Dishonoured cheque payments</b>				
	2	M	1	\$11.45
<b>Original Driver Licence</b>				

Transaction Type	Time (min)	Monetary/ Non-Monetary (M/ NM)	Category	Commission
New application and application fee payment	5	M	2	\$14.63
Issue of Learners Permit	1.5	M	1	\$11.45
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	\$24.69
Practical test update and renewal or duplicate	2	M	1	\$11.45
Transfer application, application fee and renewal payment	6	M	3	\$18.61
Additional class updates and application fee payment	4	M	2	\$14.63
Additional class learner permit	1.5	NM	9	\$8.79
Extra practical test payment	2	M	1	\$11.45
Extraordinary licence - original application	7	M	3	\$18.61
Extraordinary licence - renewal	2	M	1	\$11.45
Reissue of lapsed licence and payment of renewal	4	M	2	\$14.63
Issue of Medical Assessment	3	NM	9	\$8.79
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	\$27.87
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	\$27.87
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	\$27.87
Conducting Hazard Perception Test (HPT)	17	M	6	\$35.30
Verify Log Book details and update Licence record	5	NM	10	\$11.97
Issue replacement Log Book	3	NM	9	\$8.79
Service of Demerit Point Suspension	5	NM	10	\$11.97
Processing of good behaviour period elections	5	NM	10	\$11.97
Service of breach notices for good behaviour period	5	NM	10	\$11.97
Create DOTDirect Account	5	NM	10	\$11.97

## **SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES**

### **1. PRINCIPAL'S REPRESENTATIVE**

- (a) The Principal's Representatives are:
- (i) Director Commercial Management; or
  - (ii) Manager Statutory Agency Agreements; or
  - (iii) the person/s who for the time being, for all intents and purposes, occupies those offices; or
  - (iv) the person acting in the office that substitutes for any of the above-described offices; or
  - (v) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:
- Manager, Statutory Agency Agreements,  
Commercial Management  
Department of Transport  
GPO Box R1290  
Perth WA 6844  
Telephone: 08 6551 6378  
Facsimile: 08 6551 7022  
Email: SAA@transport.wa.gov.au

### **2. AGENT'S REPRESENTATIVES**

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

### **3. PERSONNEL AUTHORISED TO ISSUE NOTICES**

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

## SCHEDULE D: CONFIDENTIAL INFORMATION

### 1. PRINCIPAL'S CONFIDENTIAL INFORMATION

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

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

#### (a) Confidentiality Undertaking

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

### 2. AGENT'S CONFIDENTIAL INFORMATION

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

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

## SCHEDULE E: BUSINESS RULES

### 1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

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

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

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## SCHEDULE F: EQUIPMENT MAINTENANCE

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

Step	Process	
<b>Repair or Replacement Issue</b>	Agent's Personnel are to contact Transport's Business and Systems Support only.  Please do not contact the Business Information Systems (BIS) Helpdesk directly.	<b>1800 354 928</b>  <b>BSS@transport.wa.gov.au</b>
<b>Job/Incident Logged</b>	Agent's Personnel must provide details of the faulty equipment including the asset identification number and details of the problem. Business and Systems Support will log the incident with BIS Helpdesk.  **Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u> . Always record this number.	
<b>Courier</b>	Transport's Business and Systems Support or BIS Helpdesk will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.	
<b>Courier details</b>	The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 33 66. Quote account number <b>XV1437</b> .  The cost of the courier will be charged to the Department of Transport.  Courier to: Department of Transport BIS, Level 3, 2 Tassel Place Innaloo WA 6018.  The above instructions are correct unless otherwise advised by the Principal from time to time.	
<b>Repair and/or Replacement</b>	The Department of Transport will organise the repair and/or replacement of the equipment item.	
<b>Return Courier</b>	BIS Helpdesk will arrange for the equipment item to be returned by courier to the Agent.	
<b>Follow Up</b>	If the Service Staff require any follow-up assistance, Transport's Business and Systems Support can be contacted for further instruction. Please quote the job/incident number.	
<b>Escalation</b>	If the Agent site experiences any delay or has any unresolved issues, an email should be sent to BSS@transport.wa.gov.au with all details, including the job/incident number. Attention to: Manager Business and Systems Support.	



**SCHEDULE G: AGENT’S EMPLOYEE CONFIDENTIALITY UNDERTAKING**

<b>CONFIDENTIALITY UNDERTAKING</b>
<b>ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD LAWS AND OTHER LEGISLATION</b>

**1. EMPLOYEE PARTICULARS**

<b>Name</b>			
<b>Address</b>			
<b>Contact</b>			
<b>Phone</b>		<b>Email</b>	
<b>Employer</b>	[Insert Name of LGA/Business/Company including the ACN or ABN number]		

**2. BACKGROUND**

- A. The Department is responsible for the administration of the road laws (including the *Road Traffic (Administration) Act 2008*, *Road Traffic (Authorisation to Drive) Act 2008* and the *Road Traffic (Vehicles) Act 2012* and other legislation. Further, the Department undertakes functions under other legislation including the *Western Australian Marine Act 1982*, the *Western Australian Photo Card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.
- B. The Employer has agreed to undertake functions, roles and/or responsibilities of the Department.
- C. In order to be able to carry out the Services and other work for the Employer on behalf of the Department, the Employee will require access to the System(s) and/or Confidential Information, and the Department has agreed to allow access to the System(s) and/or Confidential Information to the Employee on the strict understanding that the Systems and Confidential Information are provided solely to enable the Employer to carry out the Services.
- D. This undertaking must be read, understood and signed by the Employee and returned to the Department before the Employee commences the Services and before the Department will allow access to the System(s) and/or Confidential Information.

**3. DEFINITIONS AND INTERPRETATION**

In this undertaking:

**Confidential Information** means all information, except Excepted Information, disclosed by the Department or the Department’s Customers, directly or indirectly, to the Employer or Employee in any form in connection with the provision of the Services and includes, but is not limited to:

- a) information regarding personal details of the Department’s Customers including, but not limited to, driver’s licence number, name, date of birth, address and all other contact details of the Department’s Customers;
- b) details of any vehicles associated with the Department’s Customers, including the ownership details, number plates, Vehicle Identification Numbers and other identifying features of the vehicle;
- c) any information which pertains to the Department’s functions or responsibilities, or conduct of the Department’s business, which is not public knowledge, or which is not publicly available;
- d) information regarding business or system processes that the Employee has obtained, or which may be provided by the Department, whether directly or indirectly;

- e) information relating to the internal management and structure of the Department, or the personnel, policies and strategies of the Department;
- f) policies, strategies, practices and procedures of the Department and any sensitive information which the Employee may come to obtain or have access to relating to the Western Australian Public Service;
- g) information which is commercially sensitive information or personal information.

**Department** means the Chief Executive Officer of the Department of Transport, and the State of Western Australia acting through the Department of Transport.

**Department's Customers** means those persons who use the Services supplied by the Employer under the agreement made between the Department and the Employer.

**Employee** means a person who supplies Services under the agreement made between the Department and the Employer, howsoever they are engaged by the Employer as identified in the Employee Particulars at the beginning of this Confidentiality Undertaking.

**Excepted Information** means information which:

- a) is available or becomes available in the public domain other than by breach of this Undertaking;
- b) is known to the Employee before receiving it from the Department and is not otherwise subject of this Undertaking; or
- c) is required to be disclosed for the purposes of litigation or under an applicable law or applicable requirement of a government agency.

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

**Services** means the services to be provided by the Employer to the Department, as outlined in the agreement, contract or deed between the Employer and the Department.

**Systems** means systems, databases or interfaces operated or kept by the Department or operated by the Department on behalf of another government department, including, but not limited to, the Transport Executive Licensing Information System (TRELIS), T-One, iAssess, Dealer On-Line System, Vehicle Inspection System (VIS) and Licence Assessment Provider System (LAPS).

#### 4. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

In consideration of being provided with or given access to the Confidential Information, the Employee undertakes and agrees to be subject to the following obligations:

##### 4.1. Use of Confidential Information

I acknowledge and understand that I will be provided with and/or given access to Confidential Information, and I undertake and agree to:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not divulge or communicate the Confidential Information to any other person who is not authorised to receive such Confidential Information;
- (d) not reproduce the Confidential Information by any process, electronic or otherwise;
- (e) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (f) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
  - (i) keeping the Confidential Information within my possession confidential;
  - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;

- (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- (iv) protecting the Confidential Information from unauthorised access, disclosure or use;
- (g) immediately notify the Employer and the Department if I become aware of unauthorised access, disclosure or use of the Confidential Information;
- (h) upon request from the Department, cease to access and use Confidential Information, and return all Confidential Information in my possession to the Department.

#### **4.2. Use of Systems**

I acknowledge and understand that I may be provided with and/or given access to Systems, and, if I am given access to such System(s), I undertake and agree to:

- (a) protect and not disclose any password, user ID or other login information to any System;
- (b) not allow another person to access or use the System under my login or leave the System unattended whilst logged in; and
- (c) only access the Systems to undertake the Services, in accordance with the agreement between the Employer and the Department, and in accordance with the Department's policy and procedures for authorised use.

I acknowledge that the Systems may be monitored and audited by the Department.

#### **4.3. Acknowledgments**

I acknowledge and agree that:

- (a) the Confidential Information provided by the Department is secret and confidential;
- (b) the Confidential Information and Systems are the property of the Department; and
- (c) disclosure of the Confidential Information in breach of this undertaking may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Department.

### **5. CRIMINAL CODE, ROAD TRAFFIC ACT AND OTHER LEGISLATIVE OBLIGATIONS**

The Employee should be aware that there are serious consequences for unauthorised use of the Systems and unauthorised use or disclosure of the Confidential Information.

In particular, the Employee acknowledges and agrees that:

- (a) as a 'government contractor' (as defined in section 81 of the *Criminal Code*), the Employee must not make an 'unauthorised disclosure' of Confidential Information. If the Employee does make an unauthorised disclosure, the Employee may be personally guilty of a crime under section 81(2) of the *Criminal Code*, which carries a maximum penalty of imprisonment for three (3) years.
- (b) the Employee must not use any System (being a 'restricted access computer system' as defined in section 440A(1) of the *Criminal Code*) when not properly authorised, or otherwise than in accordance with their authorisation to use that System. If the Employee unlawfully uses a System, the Employee may be personally guilty of a crime under section 440A of the *Criminal Code*, which carries a maximum penalty of imprisonment of ten (10) years.
- (c) the Employee must not, directly or indirectly, record, disclose or make use of Confidential Information which had been obtained under the road laws, except in accordance with section 143A of the *Road Traffic (Administration) Act 2008*. If the Employee records, discloses or uses such information other than in accordance with section 143A, the Employee may be personally guilty of a crime which carries a maximum penalty of imprisonment for 12 months.

(d) the Employee is a 'government organization employee' (as defined in section 3 of the *State Records Act 2000*) and may be subject to criminal offences which carry a maximum penalty of a \$10,000 fine under section 78 (1) to (5) of the *State Records Act 2000*.

**I, the undersigned, confirm that I have read this document and agree to its contents. I acknowledge that the Confidential Information is confidential and may only be read, accessed or used by me for a purpose authorised and in accordance with this undertaking. I understand that there may be serious consequences including prosecution, if I fail to adhere to the relevant legislation.**

Signed on the.....day of.....20.....

.....(Employee)

Signature

.....

Full Name and Job Title

in the presence of:

Signature of witness: .....

Full name of witness .....

Date: .....

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

### SCHEDULE H: PERFORMANCE MEASURES

No.	Performance Measure	Qualitative Matrix
1	Less than 5% Error Rate	<p>Measured on a monthly basis across all licensing transactions.</p> <p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Service Centre (TSC) office for audit.</p> <p>All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within two business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The Principal will notify the Agent of the allocated TSC for the site.</p> <p>If the Error Rate exceeds 5% the Agent's and Principal's representatives will agree on an appropriate course of action to reduce the errors, notwithstanding the action available to the Principal under clause 19.1 (b) of the Agreement.</p>
2	Correction of identified errors	<p>Errors identified through an audit are corrected and returned to the allocated TSC within seven (7) Business Days of notification by the Principal.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) Business Days of the date of this notice, or otherwise within the period specified in the notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> <li>1. SAA@transport.wa.gov.au; or</li> <li>2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844</li> </ol>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> <li>1. Manager Statutory Agency Agreements</li> <li>2. Director Commercial Management</li> </ol> <p>The Director Commercial Management is the final escalation level.</p>

**SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION**

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

Town of [Town Name]

Address			
Contact		Email	
Phone		Fax	
Mobile			

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

**OVERVIEW** – The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally.

PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to **all** entities involved in payment card processing — including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to **all** other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

### PCI DSS Objectives and Requirements

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

**SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM**

**NOTICE OF VARIATION TO SCHEDULE**

Agreement No.: [Insert number]

Title: Provision of Licensing Services in [Insert Location] in Terms of Section 11 of the Road Traffic (Administration) Act 2008

Schedule: [Schedule X – Title of Schedule]

Agent: [Agent Legal Entity Name]

Variation No.: \_\_\_\_\_ Variation Date: \_\_\_\_\_

Date of Variation Effect: \_\_\_\_\_

**VARIATION TO SCHEDULE**

The Principal, pursuant to clause 23.8 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

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

[Name and Title of authorised officer in DVS]

---

Signature

---

Date



**SCHEDULE L: AGREEMENT TERM**

<b>Item No</b>	<b>Item Description</b>	<b>Details</b>
<b>1</b>	<b>Agreement Term</b>	The appointment of the Agent by the CEO is for a term of 60 months, expiring 30 June 2026.
<b>2</b>	<b>Commencement Date</b>	1 July 2021

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**SCHEDULE M: CONDITIONS SPECIFIC TO THIS AGENT SITE(S)**

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**SOUTHERN REGION**

Combined for Road Law and Non Road Law Transactions



**Government of Western Australia**  
Department of Transport

**Schedule 1 and A: Revised 1st July 2020**

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

**Commission Payment Category Rates**

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

Category	Average Transaction Time	Commission (Volume < 19,300)		Commission (Volume > 19,300)	
		Old Rate	New Rate	Old Rate	New Rate
Category 1	0 – 3.5 minutes	\$9.91	\$10.12	\$7.15	\$7.30
Category 2	3.6 – 5.5 minutes	\$12.79	\$13.06	\$9.04	\$9.23
Category 3	5.6 – 8.5 minutes	\$16.03	\$16.37	\$11.15	\$11.38
Category 4	8.6 – 10.5 minutes	\$19.26	\$19.66	\$13.29	\$13.57
Category 5	10.6 – 14.5 minutes	\$23.13	\$23.62	\$15.82	\$16.15
Category 6	14.6 – 20.5 minutes	\$29.61	\$30.23	\$20.04	\$20.46
Category 7	20.6 – 29.5 minutes	\$39.26	\$40.08	\$26.41	\$26.96
Category 8	29.6 – 35.5 minutes	\$48.97	\$50.00	\$32.75	\$33.44

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

Category – updates	Old Rate	New Rate	Old Rate	New Rate
Category 9	\$3.33	\$3.40	\$3.33	\$3.40
Category 10	\$6.62	\$6.76	\$4.99	\$5.09
Category 11	\$9.54	\$9.74	\$6.87	\$7.01
Category 12	\$12.70	\$12.97	\$8.98	\$9.17
Category 13	\$15.91	\$16.24	\$11.08	\$11.31
Category 14	\$19.79	\$20.21	\$13.60	\$13.89
Category 15	\$26.18	\$26.73	\$17.83	\$18.20
Category 16	\$35.81	\$36.56	\$24.15	\$24.66
Category 17	\$45.41	\$46.36	\$30.47	\$31.11
Category 18	TBD	TBD	TBD	TBD

**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions



**Government of Western Australia**

Department of Transport

**Schedule 2 and B: Revised 1st July 2020**

**Commission Payment Rates For Individual Licensing Transactions**

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

**Classification of Transactions**

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission	Revised Commission
				(Volume < 19,300) (Includes 2.10% Increase)	(Volume > 19,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Vehicle Renewals</b>					
Straight Renewal	2	M	1	10.12	7.30
Renewal - with concession update	3	M	1	10.12	7.30
Renewal - with change of address	2.5	M	1	10.12	7.30
Renewal - with change of name	2.5	M	1	10.12	7.30
Renewal - with inspection form (details to be checked)	3	M	1	10.12	7.30
Renewal - with change of plate	3	M	1	10.12	7.30
Renewal - to uniform date	2	M	1	10.12	7.30
Renewal - with transfer infringement	2.5	M	1	10.12	7.30
Renewal - with plate infringement	2.5	M	1	10.12	7.30
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	10.12	7.30
Renewal - with multiple updates	3	M	1	10.12	7.30
Heavy vehicles - renewal	2	M	1	10.12	7.30
Heavy vehicles - change of nominated use	2	M	1	10.12	7.30
Heavy vehicles - change of concession	2	M	1	10.12	7.30
Heavy vehicles - fixed nominated use advice	2	NM	update	3.40	3.40
Duplicate copy of licence papers	2	M	1	10.12	7.30
Renewal and change of address with no payment	1.75	NM	9	6.76	5.09
<b>Change of Plates</b>					
Straight change of plate	2	M	1	10.12	7.30
Lost or stolen plate change (statutory declaration)	2	M	1	10.12	7.30
Retained plate (to be issued at a later date)	2	M	1	10.12	7.30
Change plate for original issue of personalised, special series or remake	2	M	1	10.12	7.30
<b>Variation to Vehicle Details</b>					
Change of colour, model, engine number (no fee adjustment)	2	NM	9	6.76	5.09
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$10.12 or \$6.76	\$7.30 or \$5.09

**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission (Volume < 19,300) (Includes 2.10% Increase)	Revised Commission (Volume > 19,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Vehicle Updates</b>					
Add condition	2	NM	9	6.76	5.09
Delete condition	2	NM	9	6.76	5.09
Add concession	2	NM	9	6.76	5.09
Delete concession	2	NM	9	6.76	5.09
<b>New Registration</b>					
Basic new registration	5	M	2	13.06	9.23
New registration with concession/condition update	5	M	2	13.06	9.23
New registration for heavy vehicle	6	M	3	16.37	11.38
<b>Plate Receipts</b>					
Eastern State plate return	2	NM	9	6.76	5.09
Western Australian plate return - no refund	2	NM	9	6.76	5.09
Western Australian plate return - refund	2.5	NM	9	6.76	5.09
Plate infringements	2	NM	9	6.76	5.09
<b>Transfers</b>					
Transfer details update (multi notification)	0.75	NM	update	3.40	3.40
Transfer update and payment	2.5	M	1	10.12	7.30
Transfer update, transfer payment and adjustment payment	3	M	1	10.12	7.30
Transfer update, transfer, adjustment and renewal payment	4	M	2	13.06	9.23
Transfer update, transfer, payment and infringement payment	3	M	1	10.12	7.30
Transfer update, concession update and transfer payment	2.5	M	1	10.12	7.30
Transfer update, transfer and renewal payment	3	M	1	10.12	7.30
Deceased estate transfer update and payment	2.5	M	1	10.12	7.30
Divorce settlement transfer update and payment	2.5	M	1	10.12	7.30
First and Final demand letter payment	1.5	M	1	10.12	7.30
Transfer infringement payment	1.5	M	1	10.12	7.30
Eastern States Registration with no inspection required	5	NM	11	12.97	9.17
<b>Dealer Aquisitions</b>					
One to five in one transaction	2	M	1	10.12	7.30
<b>Adjustment Payment</b>					
System generated notification	2	M	1	10.12	7.30
Created by update or variation plus update time	2	M	1	10.12	7.30
<b>Driver Renewal</b>					
Renewal with photograph	2	M	1	10.12	7.30
Renewal without photograph (data card still requires photographing)	2	M	1	10.12	7.30
Renewal with concession application	2	M	1	10.12	7.30
Renewal with concession deleted	2.5	M	1	10.12	7.30
Renewal with change of address	2.5	M	1	10.12	7.30
Change of name or date of birth	2.5	M	1	10.12	7.30
Renewal without payment	1.5	NM	9	6.76	5.09
Renewal and change of address without payment	2	NM	9	6.76	5.09
Duplicate copy of licence	2	M	1	10.12	7.30
Certified copy of licence	2	NM	9	6.76	5.09

**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission	Revised Commission
				(Volume < 19,300) (Includes 2.10% Increase)	(Volume > 19,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Photo Card</b>					
Application	3	M	1	10.12	7.30
Replacement copy	2	M	1	10.12	7.30
Certified copy	2	NM	9	6.76	5.09
<b>Change of Address (multi advice)</b>					
Motor driver licence	0.5	NM	update	3.40	3.40
Motor vehicle registration	0.5	NM	update	3.40	3.40
<b>Revenue Transactions</b>					
<b>Off Road Vehicle New Registrations</b>					
New registrations (includes new registration update)	6	M	3	16.37	11.38
Renewals	2.5	M	1	10.12	7.30
Plate change	2.5	M	1	10.12	7.30
Transfers	2.5	M	1	10.12	7.30
Plate receipt - manual	2.5	NM	9	6.76	5.09
<b>Special Plate Applications</b>					
Personalised plates	2	M	1	10.12	7.30
Sporting plates	2.5	M	1	10.12	7.30
Local Authority	2.5	M	1	10.12	7.30
Special Series	2.5	M	1	10.12	7.30
<b>Plate Remake Applications</b>	2	M	1	10.12	7.30
<b>Special Plate Transfers</b>	2	M	1	10.12	7.30
<b>Maritime Collections</b>					
Boat renewal payments	2	M	1	10.12	7.30
Boat transfer payments	2	M	1	10.12	7.30
Commercial vessel survey payments	2	M	1	10.12	7.30
Hire vessel survey payments	2	M	1	10.12	7.30
Marine payment - miscellaneous	2	M	1	10.12	7.30
Maritime pen duty payments	2	M	1	10.12	7.30
Slipway fees	2	M	1	10.12	7.30
<b>Temporary Permits</b>	3	M	1	10.12	7.30
<b>Suspense Receipts</b>	2	M	1	10.12	7.30
<b>Vehicle Modification Permit</b>	2	M	1	10.12	7.30
<b>Dishonoured cheque payments</b>	2	M	1	10.12	7.30
<b>Instructors Fees</b>	2	M	1	10.12	7.30

**SOUTHERN REGION**  
Combined for Road Law and Non Road Law Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Revised Commission	Revised Commission
				(Volume < 19,300) (Includes 2.10% Increase)	(Volume > 19,300) (Includes 2.10% Increase)
				New Rates	New Rates
<b>Original Driver Licence</b>					
New application and application fee payment	5	M	2	13.06	9.23
Issue of Learners Permit	1.5	M	1	10.12	7.30
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	20.21	13.89
Practical test update and renewal or duplicate	2	M	1	10.12	7.30
Transfer application, application fee and renewal payment	6	M	3	16.37	11.38
Additional class updates and application fee payment	4	M	2	13.06	9.23
Additional class learner permit	1.5	NM	9	6.76	5.09
Extra practical test payment	2	M	1	10.12	7.30
Extraordinary licence - original application	7	M	3	16.37	11.38
Extraordinary licence - renewal	2	M	1	10.12	7.30
Reissue of lapsed licence and payment of renewal	4	M	2	13.06	9.23
Issue of Medical Assessment	3	NM	9	6.76	5.09
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	25.27	N/A
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	17.42	N/A
Conducting Computerised Theory Test (CTT) - Alcohol	15	M	MDL	17.42	N/A
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	17.42	N/A
Practical test - light vehicle	50	NM	17	TBD	TBD
Practical test - heavy vehicle	125	NM	18	TBD	TBD
Conducting Hazard Perception Test (HPT)	17	M	6	30.23	20.46
Practical Test update pass - issue Phase II permit and Log Book	3	M	1	10.12	7.30
Phase II application fee payment	3	M	1	10.12	7.30
Supplementary Phase II application fee payment	3	M	1	10.12	7.30
Verify Log Book details and update Licence record	5	NM	10	9.74	7.01
Issue replacement Log Book	3	NM	9	6.76	5.09
Service of Demerit Point Suspension	5	NM	10	9.74	7.01
Processing of good behaviour period elections	5	NM	10	9.74	7.01
Service of breach notices for good behaviour period	5	NM	10	9.74	7.01



BENCHMARKING QUALITY

A 98 Byfield Street, Northam WA 6401

P 1800 800 909

F 1800 800 910

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12/05/2021

Shire of Corrigin  
PO Box 221  
Corrigin, WA, 6375  
[eso@corrigin.wa.gov.au](mailto:eso@corrigin.wa.gov.au)

Dear Shire of Corrigin,

PLANNING APPLICATION - Job 2937 – Geoff Fisher – Lot Number 19801, Deposited Plan 228741 - 456 Old Kulin Road, Gorge Rock, Corrigin, WA, 6375

Please find attached documents to submit for a Planning Permit application for the above property.

Project - Structural Steel Shed (32m x 24m x 8.9m).  
768 m2 - Class 10a  
Final Value \$139,590.00 inc GST.

The shed will be Hay Shed and is located in a clearing where no vegetation needs to be cleared.

Storm water will be directed by gutters and PVC pipe to a 250,000L water tank located on the north side of the Hay Shed.

Our Client will be paying the Planning fees so please advise Geoff of the amount and he will organise a Credit Card payment?

If you require any further information please do not hesitate to contact me on 08 9622 6622.

Kind Regards,

**Steph Laughton**  
Customer Service Administrator







Landgate

Landgate

Water Tank

DP228741, 19801  
559.5661 ha

New shed

Shire of  
Corrigin

Landgate

Landgate

Landgate

Landgate

Landgate

Middleton Rd

Rd

Kulm Rd

Old

DP228742, 19803  
339.3149 ha

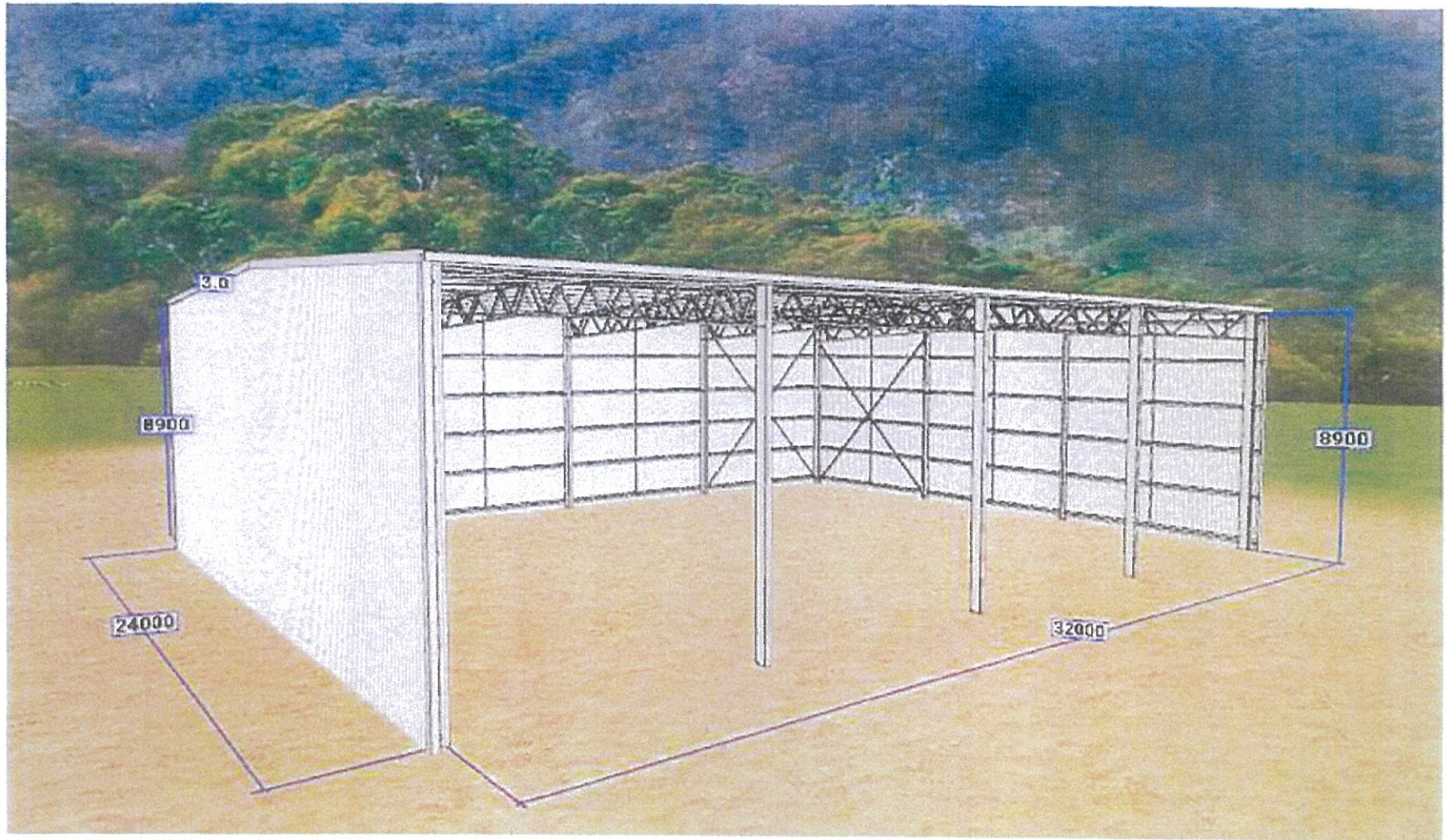
DP228742, 19804  
405.4754 ha

Landgate

Landgate

Landgate

Land



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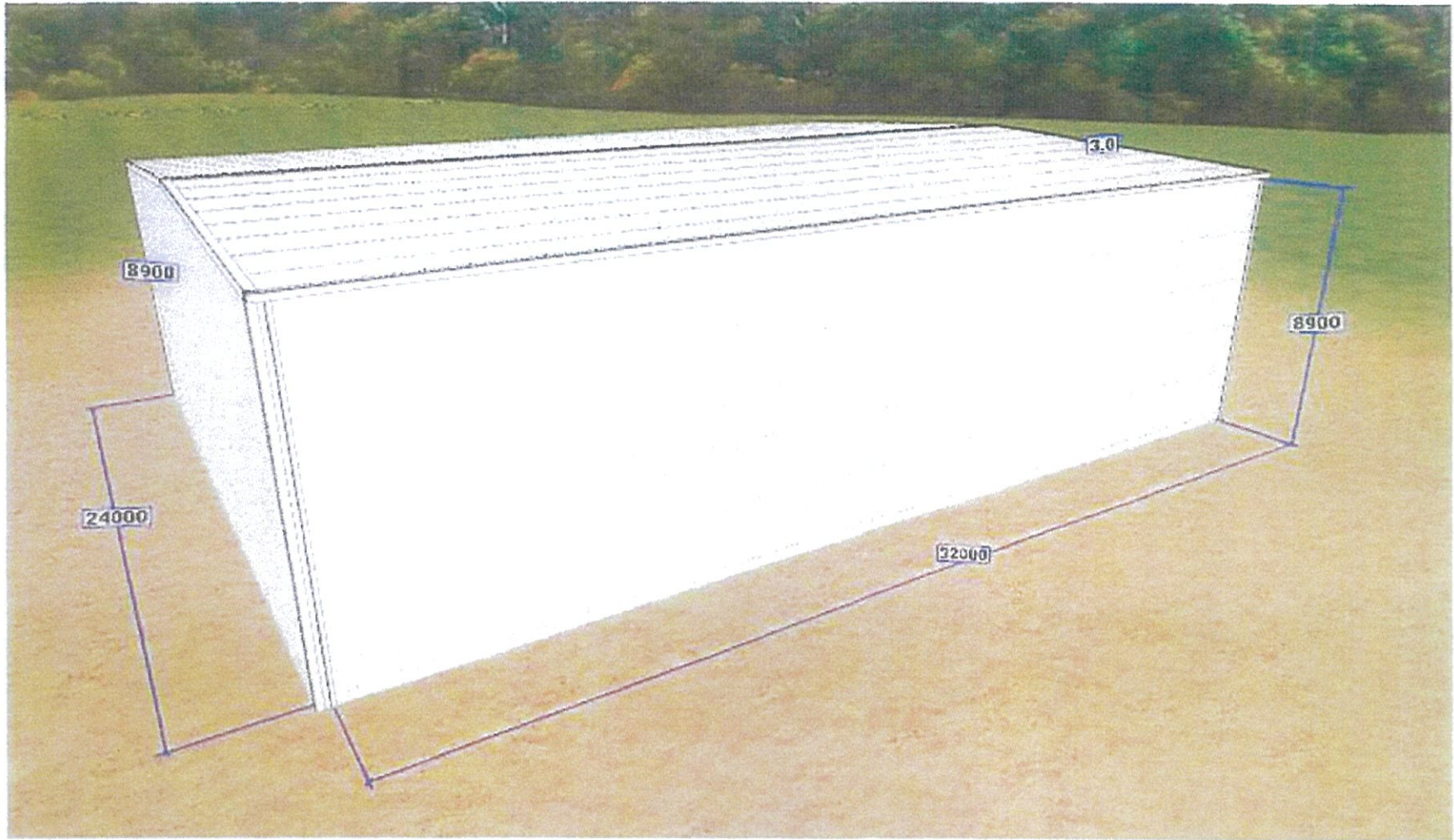
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Quote No: 7810 / 2

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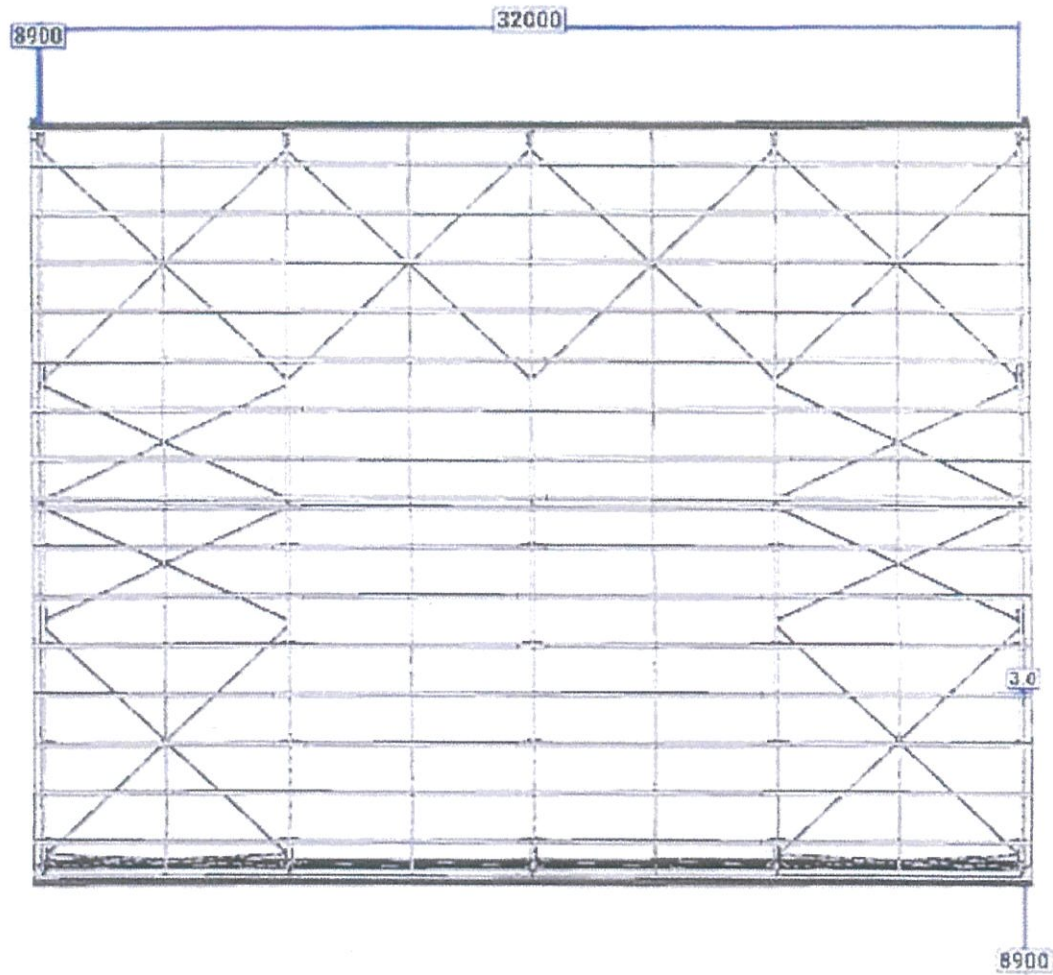
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Drawn: 19/03/2021

YOUR REF:

OUR REF: ADM0313/OWS213424

ENQUIRIES: Sheryl Squiers



21 May 2021

Mrs N Manton  
Chief Executive Officer  
Shire of Corrigin  
PO Box 221  
CORRIGIN WA 6375

Dear Natalie

**Appointment of Dual Fire Control Officers 2021/22**

Council is seeking the appointment of the following Dual Fire Control Officers with the Shire of Corrigin for the 2021/22 fire season:

**Rodney Leonard Shaddick**  
**Sam MacNamara**  
**Brodie Cunningham**  
**Jeffrey Bernard Edwards**  
**Victor Arthur Lee**  
**Sam MacNamara**

Should you have any questions in regard to this matter, please contact Sheryl Squiers, Administration Officer Technical on (08) 9887 1066 or email [sheryl.squiers@pingelly.wa.gov.au](mailto:sheryl.squiers@pingelly.wa.gov.au).

Yours sincerely

A handwritten signature in black ink, appearing to read "Julie Burton", is positioned above the typed name.

Julie Burton  
**Chief Executive Officer**