



AGENDA

ORDINARY MEETING OF COUNCIL

27th September 2023
Commencing at 3:30pm

Council Chambers
Yougenup Road, Gnowangerup WA 6335

COUNCIL'S VISION

Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity

Shire of Gnowangerup

NOTICE OF AN ORDINARY MEETING OF COUNCIL

Dear Council Member

The next Ordinary Meeting of the Shire of Gnowangerup will be held on Wednesday 27th September 2023, at the Council Chambers 28 Yougenup Road Gnowangerup, commencing at 3:30pm.

Signed: _____



David Nicholson

CHIEF EXECUTIVE OFFICER

Meaning of and CAUTION concerning Council's "In Principle" support:

When Council uses this expression it means that:

- (a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and*
- (b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.*

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.



DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Gnowangerup for any act, omission or statement or intimation occurring during Council or committee meetings.

The Shire of Gnowangerup disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.

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

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

These minutes are not a verbatim record but include the contents pursuant to Regulation 11 of Local Government (Administration) Regulations 1996.

Signed: _____

David Nicholson
CHIEF EXECUTIVE OFFICER



DECLARATION OF INTEREST FORM

To: Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Road
GNOWANGERUP WA 6335

I,(1) _____ wish to declare an interest in the following item to be considered by Council at its meeting to be held on (2) _____

Agenda Item(3) _____

The **type** of Interest I wish to declare is (4).

- Financial pursuant to Section 5.60A of the Local Government Act 1995
- Proximity pursuant to Section 5.60B of the Local Government Act 1995
- Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
- Impartiality pursuant to the Code of Conduct for Council Members, Committee Members & Candidates

The **nature** of my interest is (5) _____

The **extent** of my interest is (6) _____

I understand that the above information will be recorded in the minutes of the meeting and placed in the Disclosure of Financial and Impartiality of Interest Register.

Yours sincerely

Signed

Date

Notes:

1. Insert your name (print).
2. Insert the date of the Council Meeting at which the item is to be considered.
3. Insert the Agenda Item Number and Title.
4. Tick box to indicate type of interest.
5. Describe the nature of your interest.
6. Describe the extent of your interest (if seeking to participate in the matter under S. 5.68 & 5.69 of the Act)..

DECLARATION OF INTERESTS (NOTES FOR YOUR GUIDANCE)

A Member, who has a Financial Interest in any matter to be discussed at a Council or Committee Meeting that will be attended by the Member, must disclose the nature of the interest:

- a) In a written notice given to the Chief Executive Officer before the Meeting or;
- b) At the Meeting, immediately before the matter is discussed.

A member, who makes a disclosure in respect to an interest, must not:

- a) Preside at the part of the Meeting, relating to the matter or;
- b) Participate in or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the Local Government Act 1995.

NOTES ON FINANCIAL INTEREST (NOTES FOR YOUR GUIDANCE)

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest** in a matter. These notes will be included in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor, or a person closely associated with the Councillor and is capable of being measured in money terms. There are exceptions in the Local Government Act 1995, but they should not be relied on without advice, unless the situation is very clear.
2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc.), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.
3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.
4. **If in doubt declare.**
5. As stated in (b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it **MUST** be given when the matter arises in the Agenda, and immediately before the matter is discussed.
6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The only exceptions are:
 - 6.1 Where the Councillor discloses the extent of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the Local Government Act; or
 - 6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the Local Government Act, with or without conditions.

INTERESTS AFFECTING IMPARTIALITY

DEFINITION:

- a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
- b) includes an interest arising from kinship, friendship or membership of an association.

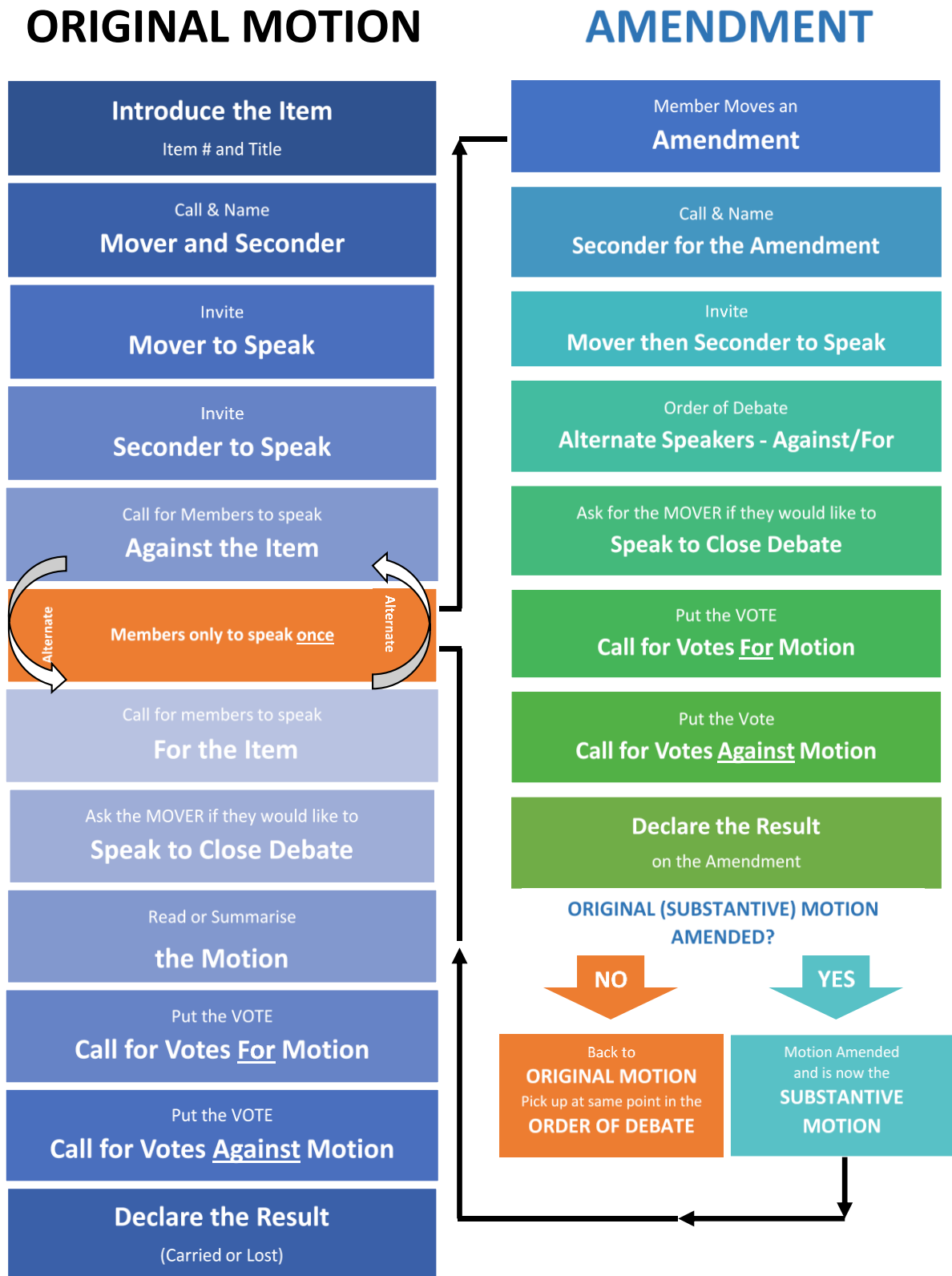
A member who has an Interest Affecting Impartiality in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest.

- (a) in a written notice given to the Chief Executive Officer before the meeting; or
- (b) at the meeting, immediately before the matter is discussed.

IMPACT OF AN IMPARTIALITY DISCLOSURE

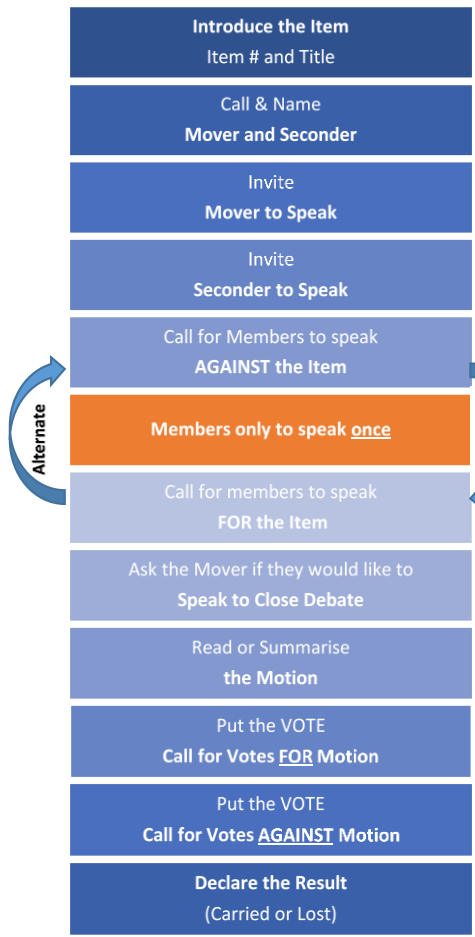
There are very different outcomes resulting from disclosing an interest affecting impartiality compared to that of a financial interest. With the declaration of a financial interest, an elected member leaves the room and does not vote. With the declaration of this new type of interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the Meeting continues as if no interest existed.

Process of Motions



Slight clarification of wording of motion: A minor amendment of the motion can be done at any time through the President with the approval of the Mover and the Seconder. The Minor amendment must be minuted.

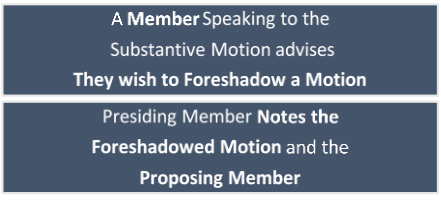
Substantive Motion



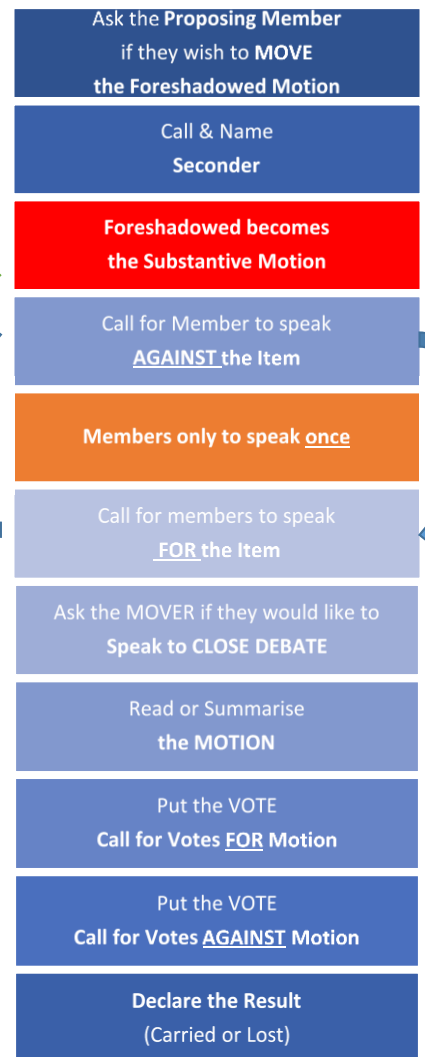
Alternate

During Debate of Substantive Motion
 Debate of the Substantive Motion continues

E.g. If the substantive motion is lost then I wish to foreshadow an alternative motion



Foreshadowed Motion



Substantive Motion LOST

CARRIED

Foreshadowed Motion Lapses

Note:

- Deferring an item wording:
 - “Deferred for consideration at on..... and resubmitting to Council.
- “Laying an item on the table” is similar to “deferring” but used when item will be re-considered later in the same meeting.
- Questions can be asked at any time, BUT cannot be debated.

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OPENING PROCEDURES

1. OPENING AND ANNOUNCEMENT OF VISITORS

Shire President, Fiona Gaze welcomes Councillors, staff and visitors and opens the meeting at _____pm.

2. ACKNOWLEDGEMENT OF COUNTRY

The Shire of Gnowangerup would like to acknowledge the Goreng people who are the Traditional Custodians of this land. The Shire of Gnowangerup would also like to pay respect to the Elders both past and present of the Noongar Nation and extend that respect to other Aboriginals present.

3. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

3.1 ATTENDANCE

3.2 APOLOGIES

3.3 APPROVED LEAVE OF ABSENCE

4. APPLICATION FOR LEAVE OF ABSENCE

NIL

5. RESPONSE TO QUESTIONS TAKEN ON NOTICE

6. PUBLIC QUESTION TIME

7. DECLARATION OF FINANCIAL INTERESTS AND INTERESTS AFFECTING IMPARTIALITY

8. PETITIONS / DEPUTATIONS / PRESENTATIONS

8.1 PETITIONS

NIL

8.2 DEPUTATIONS

NIL

8.3 PRESENTATIONS

NIL

9. CONFIRMATION OF PREVIOUS MEETING MINUTES

9.1 ORDINARY MEETING OF COUNCIL MINUTES 23rd AUGUST 2023

OFFICER RECOMMENDATION

0923. That the minutes of the Ordinary Council Meeting held on 23rd August 2023 be confirmed as a true record of proceedings.

10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

10.1 ELECTED MEMBERS ACTIVITY REPORT

Date of Report: 27th September 2023

Councillors: Various

F Gaze:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 7th September 2023 LEMC – Council Chambers
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

G Stewart:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

K O’Keeffe:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

P Callaghan:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

R O’Meehan:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

L Martin:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 7th September 2023 LEMC – Council Chambers
- 13th September 2023 Councillor & Executives Workshop
- 17th – 19th September WALGA Local Government Convention

B Kiddle:

- 26th July 2023 Information Briefing and Ordinary Meeting of Council
- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 17th – 19th September WALGA Local Government Convention

M Creagh:

- 23rd August 2023 Information Briefing and Ordinary Meeting of Council

S Hmeljak:

- 26th July 2023 Information Briefing and Ordinary Meeting of Council
- 23rd August 2023 Information Briefing and Ordinary Meeting of Council
- 13th September 2023 Councillor & Executives Workshop

11.1	CONTRACT RENEWAL - WASTE AND RECYCLING COLLECTION AND DISPOSAL
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	21 September 2023
Business Unit:	Transport and Works
Officer:	Barry Gibbs – Acting Executive Manager Infrastructure and Assets
Disclosure of Interest:	Nil

ATTACHMENTS

- Reviewed and Updated General Conditions of Contract for the supply of Waste Disposal goods and undertaking of various services in respect of waste collection and disposal.

PURPOSE OF THE REPORT

To provide waste and recycling collection within the Shire of Gnowangerup for a 5 five-year contract.

BACKGROUND

The Shire of Gnowangerup is required to supply a waste collection service and disposal under the *Environmental Protection Act 1986* and related Environmental Regulations and *Waste Avoidance and Resource Recovery Act 2007*.

The Shire has contracted out the collection of waste and recycling to Warren Blackwood Waste, since the Shire first tendered out the service on the 1 April 2006.

The Previous tender had an option to extend the service for an additional 5 years subject to satisfactory service.

Based on this information the Shire has proceeded to renew the contract and an addition 5 years and any future services will have to go to an open tender to comply with the Shire purchasing policy.

COMMENTS

Warren Blackwood Waste has in good faith continued to honor the expired contract for the past few months while the new contract has been reviewed. The new contract has been backdated to align with the financial year to assist the administration of the shire's fees and charges to the community.

CONSULTATION

This contract was discussed at the Monthly MANEXs Meeting the 1 August 2023 and required finalization of costs for the financial budget. This contract was also discussed with Councillors at the Council Workshop 13 September 2023

LEGAL AND STATUTORY REQUIREMENTS

Environmental Protection Act 1986

Avoidance and Resource Recovery Act 2007

Environmental Protection Controlled Waste Regulations (2004)

POLICY IMPLICATIONS

4.1 Purchasing Policy – supply of good and services –

- an existing panel of pre-qualified suppliers administered by the Shire

FINANCIAL IMPLICATIONS

The Shire has already submitted cost of this service to Council which was past at it Special Council meeting on the 9 August 2023. The increase of fees will be subject to Consumer Price index each year of the contract.

STRATEGIC IMPLICATIONS

INTEGRATED STRATEGIC PLAN

Community Priority

4.1 A high standard of environmental health and waste services

Actions

4.1.1 Investigate opportunities to improve shire waste services and facilities

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Strategic Risk Category	Compliance
Consequence Rating	Significant (3)
Likelihood Rating	Moderate (3)
Current Rating	Medium (9)
Acceptance Rating	Low (4)
Risk Acceptance Criteria	May be considered for further analysis for adequate controls, managed by routine procedures and subject to regular monitoring

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Council may wish to refrain from renewing the contract but due to fact that the tender expired in April 2023 and the timeframe to advertise and award a new contract, council would need to be mindful of the impact this may have on the community.

CONCLUSION

This contract renew will deliver a consistent service in a volatile waste and recycling market and will give Council time to review its long-term waste management policy and landfill sites.

VOTING REQUIREMENTS

Absolute Majority

OFFICER RECOMMENDATION:

0923 That Council Authorises:

- 1. Warren Blackwood Waste to be granted contract renewal for Waste and Recycling Collection and Disposal for the Towns of Gnowangerup, Ongerup and Borden.**
- 2. The Shire President and Chief Executive Officer (CEO) to sign the Contract renew for Waste and Recycling Collection and Disposal Services by Warren Blackwood Waste.**
- 3. The Shire President to place the Shire of Gnowangerup Common seal on the new contract.**



SHIRE OF GNOWANGERUP
BORDEN GNOWANGERUP ONGERUP

GENERAL CONDITIONS OF CONTRACT

**FOR THE SUPPLY OF WASTE DISPOSAL GOODS AND
UNDERTAKING OF VARIOUS SERVICES IN RESPECT OF
WASTE COLLECTION AND DISPOSAL**

1st July 2023 – 1st July 2028

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DATE

PARTIES

[Shire of Gnowangerup] of [28 Yougenup Road] [71892627607] ('Principal'); and

[Warren Blackwood Waste] of [54 Tunney Road] [29681734490] ('Contractor').

BACKGROUND

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

The Parties agree as follows:

OPERATIVE PART

1 DEFINITIONS

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

'Acceptance' has the meaning given in Clause 6.2 of Schedule 2.

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

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

- (a) the Landfill Management Services in respect of the Landfill Facility; and/or
- (b) the Transfer Station Services in respect of the Transfer Station,

and for no other purpose.

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

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

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

'Bin Services Specification' means the technical specification for provision of Bin Services (if any) described in Schedule 10.

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

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

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

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

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

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

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

'Collection Area' means the area (if any) nominated as such in Item 3 of the Collection Contract Specifics and Schedule 9.

'Collection Contract Specifics' means the contract information identified as such in Attachment 1 of Schedule 4.

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

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

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

'Collection Services Specification' means the specification for the Collection Services described in Schedule 10 (if any).

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

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

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

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

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

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

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

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

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

'Contract Specifics' means the:

- (a) General Contract Specifics;
- (b) Goods Contract Specifics;
- (c) Collection Contract Specifics;
- (d) Landfill Management and Transfer Station Contract Specifics; and
- (e) Recyclables Sorting and Green Waste Processing Contract Specifics,

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

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

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

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

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

‘Date for Delivery’ means the date or dates the Goods are to be delivered to the Delivery Point in full as set out in Item 1 of the Goods Contract Specifics.

‘Deduction’ has the meaning given in Clause 30.1.

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

‘Defects Liability Period’ has the meaning given in Item 2 of the Goods Contract Specifics.

‘Delivered Material’ means:

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

‘Delivery Point’ means the:

- (a) Residential Tenement; or
- (b) Other place nominated by the Principal’s Representative in accordance with Clause 3.1(b) of Schedule 4,

as may be updated by the Principal during the Term.

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

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

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

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

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

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

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

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

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

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

‘Facility Operator’ means the operator of the relevant Facility.

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

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

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

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

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

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

‘Good Industry Practice’ means:

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

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

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

‘Goods Contract Specifics’ means the contract information identified as such in Attachment 1 of Schedule 2.

‘Goods Specification’ means the technical specification for the Goods (if any) described in Schedule 10.

‘Green Waste’ means:

- (c) for the purposes of the Collection Services, if that service applies, garden waste and any other materials identified as such in Item 6 of the Collection Contract Specifics; and
- (d) For the purposes of the Green Waste Processing Services, if that service applies, garden waste and any other materials identified as such in Item 5 of the Recyclables Sorting and Green Waste Contract Specifics.

‘Green Waste Facility’ means:

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

‘Green Waste Processing Services’ means the processing of Green Waste and derivation of products from Green Waste, as may be further described in the Green Waste Processing Specification.

‘Green Waste Processing Specification’ means the technical specification for the Green Waste Processing Services described in Schedule 10.

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

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

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

‘Included Schedules’ means:

- (a) If Goods form part of the Contract, Schedule 2;
- (b) If Bin Services form part of the Contract, Schedule 2 and Schedule 3;
- (c) If Collection Services form part of the Contract, Schedule 4;
- (d) If Landfill Management Services or Transfer Station Services (or both) form part of the Contract, Schedule 5; and
- (e) If Recyclables Sorting Services or Green Waste Processing Services (or both) form part of the Contract, Schedule 6.

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

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

- (a) the Contractor goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation);
- (b) the Contractor is otherwise dissolved;
- (c) a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed;
- (d) if the Contractor enters into any composition or scheme of arrangement with its creditors;
- (e) if an inspector or like official is appointed to examine the affairs of the Contractor; or

(f) the Contractor enters into voluntary or other external administration.

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

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

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

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

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

'Key Performance Indicators' or **'KPIs'** means the key performance indicators (if any) described in Schedule 8.

'Landfill Facility' means:

- (a) if Landfill Management Services do not form part of the Contract, the landfill facility to which the Contractor must deliver Delivered Material or Residue (or both) as may be directed by the Principal from time to time; or
- (b) If Landfill Management Services form part of the Contract, the landfill facility identified in Item 3 of the Landfill Management and Transfer Station Contract Specifics owned by the Principal that the Contractor must operate and manage.

'Landfill Management and Transfer Station Contract Specifics' means the contract information identified as such in Attachment 1 of Schedule 5.

'Landfill Management Services' means the landfill waste management services performed at the Landfill Facility, as further described in the Landfill Management Specification.

'Landfill Management Specification' means the technical specification for the Landfill Management Services described in Schedule 10.

'Law' means:

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

'Legal Requirement' means:

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

'Licence' means the licence granted by the Principal to the Contractor under Clause 9 of Schedule 5.

'Licenced Area' means:

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

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

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

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

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

‘Maximum Compaction Rate’ means the maximum compaction rate specified in Item 1 of the Recyclables Sorting and Green Waste Processing Contract Specifics.

‘Maximum Tonnage’ means the maximum volume of Delivered Material that the Transfer Station, Recyclables Facility or Green Waste Facility (as the case may be) can accept in the course of 1 day, as described in Item 2 of the Landfill Management and Transfer Station Contract Specifics or Item 3 of the Recyclables Sorting and Green Waste Processing Contract Specifics (whichever relevant).

‘Opening Hours’ means:

- (a) with respect to Collection Services, the hours that the Landfill Facility, Transfer Station, Recyclables Facility or Green Waste Facility (as the case may be) will accept Collected Waste and Delivered Material as set out in Item 12 of the Collection Contract Specifics; and
- (b) with respect to Landfill Management Services or Transfer Station Services (as the case may be), the hours that the Landfill Facility or Transfer Station (as the case may be) must accept Collected Waste and Delivered Material as set out in Item 4 of the Landfill Management and Transfer Station Contract Specifics.

‘Operational Plan’ means the plan of that name setting out the day-to-day operation and management of the relevant Services and prepared by the Contractor in accordance with the requirements (if any) set out in set out in Schedule 13.

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

‘Over-compaction Charge’ means the charge specified as such in Item 2 of the Recyclables Sorting and Green Waste Processing Contract Specifics.

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

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

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

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

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

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

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

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

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

‘Quality System’ means the quality control system operated by the Contractor for the provision of the relevant Services that meets the requirements (if any) set out in set out in Schedule 13.

‘Recyclables’ means:

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

‘Recyclables Facility’ means:

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

‘Recyclables Sorting and Green Waste Processing Contract Specifics’ means the contract information identified as such in Attachment 1 of Schedule 6.

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

‘Recyclables Sorting Specification’ means the technical specification for the Recyclables Sorting Services described in Schedule 10.

‘Representative’ means the Principal’s Representative or the Contractor’s Representative.

‘Residential Tenement’ means a Tenement which is used for residential purposes.

‘Residue’ means any Delivered Material which is not:

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

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

‘Schedule of Rates’ means the contract price schedule described in Schedule 11.

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

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

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

'Specification' means each of the technical specifications set out in Schedule 10 for each of the Goods and/or Services identified in Items 12 and 13 of the General Contract Specifics.

'Standards and Procedures' means the documents listed Schedule 7 and any other guidelines, rules, requirements or site specific conditions which the Principal makes available to the Contractor from time to time.

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

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

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

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

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

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

'Tenement' means:

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

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

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

'Transfer Station' means the transfer station identified in Item 1 of the Landfill Management and Transfer Station Contract Specifics.

'Transfer Station Services' means the management and operation of the Transfer Station and sorting of Delivered Material, as further described in the Transfer Station Specification.

'Transfer Station Specification' means the technical specification for the Transfer Station Services described in Schedule 10.

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

'Variation Form' means a written notice substantially in the form set out in Schedule 12 under which the Principal has directed a Variation in accordance with Clause 23.

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

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

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

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

‘WH&S Management System’ means an work health and safety management system to identify hazards in respect of health and safety, assess risks associated with those hazards and implement measures to eliminate or mitigate those risks that meets the requirements (if any) set out in Schedule 13.

2 INTERPRETATION

In the Contract (unless the context otherwise requires):

- (a) a reference to the Contract means the Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to a clause, annexure, attachment or schedule is a reference to a clause, annexure, attachment or schedule to the Contract;
- (h) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (i) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, a calendar month, a calendar quarter or a calendar year;
- (j) headings are for convenience only and do not affect interpretation of the Contract;
- (k) a promise on the part of 2 or more persons binds them jointly and severally; and
- (l) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

3 BUSINESS DAYS

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

4 SCHEDULES THAT FORM PART OF THE CONTRACT

- (a) Schedules 2 to 6 form part of the Contract to the extent that the relevant schedule is an Included Schedule.
- (b) Schedule 1 and Schedules 7 to 13 form part of the Contract.

5 ORDER OF PRECEDENCE

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

- (a) the Contract Specifics;
- (b) Clauses 1 to 52 and the Included Schedules;
- (c) any other schedules, attachments or annexures to the Contract; and
- (d) any Order.

6 SEVERABILITY

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

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

7 NOTICES

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

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

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

- (a) if by delivery in person, when delivered to the address of the recipient;
- (b) if by post, 3 Business Days from and including the date of postage;
- (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

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

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

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

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

8 CONTRACTOR TO HAVE INFORMED ITSELF

- 8.1 The Contractor shall be deemed to have:
- (a) examined carefully the Contract and any other information made available by the Principal to the Contractor in connection with the Contract (whether before or after the date of the Contract);
 - (b) examined the Delivery Points, the Collection Area and Facilities (as applicable) and surroundings thereof (if applicable);
 - (c) examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the performance of its obligations under the Contract;
 - (d) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract; and
 - (e) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.
- 8.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause 8 will not relieve the Contractor of its obligation to perform and complete the Contract in accordance with the Contract.

9 COMPLYING WITH LEGAL REQUIREMENTS

- 9.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of the Contract.
- 9.2 Without limiting in any way the generality of the foregoing or Clause 10, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984 (WA)* and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to the Contract.
- 9.3 If a Legal Requirement is at variance with a term of the Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or Services and/or the way in which they must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

10 SAFETY OBLIGATIONS

- 10.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety, including by ensuring that the Contractor's Personnel behave in a safe manner.
- 10.2 The Contractor must supply or arrange to be supplied (at its own cost) all things necessary to ensure the Services are carried out and the Goods are provided in a manner that is safe and without risks to health.
- 10.3 The Contractor must ensure that the Services are performed and the Goods are provided in a manner that is safe and without risks to any person.
- 10.4 Except as otherwise provided in the General Contract Specifics, the Contractor must:
- (a) prepare, establish, implement and maintain an WH&S Management System that is compliant with all Legal Requirements applicable to work health and safety;

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

11 ENVIRONMENTAL MANAGEMENT

- 11.1 The Contractor must ensure that in providing each of the relevant Services, it:
- (a) does not cause or contribute to an Environmental Incident or Contamination;
 - (b) complies with all Legal Requirements concerning the Environment;
 - (c) minimizes any impact on the Environment;
 - (d) immediately notifies the Principal of, and remedies as soon as practicable:
 - (i) any non-compliance with the requirements of any Legal Requirements concerning the Environment;
 - (ii) any Environmental Incident or Contamination; or
 - (iii) the receipt of any notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.
- 11.2 The Contractor is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.
- 11.3 The Contractor must:
- (a) except as otherwise provided in the Contract, obtain, maintain and comply with all Approvals required under any Laws governing environmental controls for the carrying out of the Services (at its own cost);
 - (b) operate all Plant and Equipment in compliance with the *Environmental Protection (Noise) Regulations 1997 (WA)*;
 - (c) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management System ('**EMS**') certified as complying with the requirements of AS/NZS ISO 14001 and any further requirements set out in Schedule 13;
 - (d) except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain an Environmental Management Plan for each of the relevant Services ('**EMP**') that meets the requirements (if any) set out in Schedule 13;
 - (e) provide the EMP (if any) to the Principal's Representative for approval at least sixty days prior to the Start Date; and
 - (f) undertake the Services in accordance with the EMS and EMP (if any) referred to in Clause 11.3(c) to 11.3(d).
- 11.4 The Contractor must ensure that, if it is the Facility Operator, the relevant Facility is:
- (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Facility and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
 - (b) operated in accordance with the Operational Plan, the WH&S Management System, the EMP, the EMS and the Quality System (whichever applicable according to the General Contract Specifics); and
 - (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations, which the Contractor is, required to conduct under the Contract.

12 **CONTRACTOR'S PERSONNEL**

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

- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
- (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Services or delivery of the Goods;
- (c) perform the Services and deliver the Goods in a careful and clean manner and with as little noise and disturbance as is practicable;
- (d) do not cause any damage to any property;
- (e) obey all relevant Legal Requirements; and
- (f) drive on the correct side of any road and avoid the obstruction of traffic when performing the Services or delivering the Goods.

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

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

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

13 **ASSIGNMENT AND SUBCONTRACTING**

13.1 The Contractor shall not:

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

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

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

14 INDEMNITY

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

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

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

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

15 INTELLECTUAL PROPERTY RIGHTS

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

16 **ORDERS**

- 16.1 If the Contract is a Framework Agreement, this Clause 16 applies.
- 16.2 The Principal:
- (a) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
 - (b) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.
- 16.3 Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
- (a) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
 - (b) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.
- 16.4 If the Contractor:
- (a) gives notice under Clause 16.3, the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with the Contract; or
 - (b) does not give notice pursuant to Clause 16.3 the Contractor must perform its obligations under the Order in accordance with the Contract.
- 16.5 If, pursuant to a notice issued under Clause 16.3, the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
- (a) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
 - (b) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.
- 16.6 The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.
- 16.7 The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods delivered to the Delivery Points and any Services provided prior to the date the cancellation is notified to the Contractor.

17 **QUALITY OF GOODS**

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

18 **QUALITY OF SERVICES**

- 18.1 If the Contract requires the provision of any of the Services, the Contractor must ensure that:
- (a) the Services match the description of the Services in the Contract;
 - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into the Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved the result (as the case may be);
 - (c) the Services are provided in accordance with the KPIs;
 - (d) the Services are performed with the professional skill, care and diligence expected of a Professional Contractor;
 - (e) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the standards set out in the Contract and are fit for their usual purpose and any purpose described in the Contract; and
 - (f) the Services are provided in accordance with the Principal's protocols as notified to the Contractor from time to time.
- 18.2 For each of the relevant Services, the Contractor must, except as otherwise provided in the General Contract Specifics, prepare, establish, implement and maintain a Quality System.
- 18.3 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training, and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within 2 Business Days of request) to carry out the Services in accordance with the Contract; and
 - (b) are able to:
 - (i) perform the Services without the supervision of the Principal's Personnel; and
 - (ii) resolve any matters arising from the performance of the Services.

19 **SUPPLY OF GOODS AND SERVICES**

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

20 **PLANT AND EQUIPMENT**

- 20.1 The Principal will supply Principal Supplied Plant and Equipment (if any) and the Contractor must supply all other things necessary to provide the Goods and/or Services, including labour and Plant and Equipment, at its expense.
- 20.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- 20.3 Principal Supplied Plant and Equipment remains the Principal's property and the Contractor may only use the Principal Supplied Plant and Equipment for the purpose of fulfilling the Contractor's obligations under the Contract.
- 20.4 The Contractor must compensate the Principal for any loss or damage to the Principal's premises or property (including the Principal Supplied Plant and Equipment) caused by the acts or omissions of the Contractor or the Contractor's Personnel.
- 20.5 The Contractor must promptly return to the Principal:
- (a) any of the Principal Supplied Plant and Equipment referred to in Clause 20.1 that it no longer requires for performance of the relevant Services; and
 - (b) all of the Principal Supplied Plant and Equipment referred to in Clause 20.1 remaining at expiry of the Term.

21 RECORDS, REPORTING AND AUDITS

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

22 REPRESENTATIVES

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

23 VARIATION

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

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

24 SUSPENDING THE CONTRACT

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

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

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

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

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

25 STEP-IN

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

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

- (a) an Insolvency Event has occurred in respect of the Contractor;
- (b) the Contractor is affected by a Force Majeure Event which delays the performance of the Services for more than 5 Business Days;
- (c) there is a real and immediate risk that an Approval required under the Contract will be revoked or not granted;
- (d) there is a real and immediate risk of action being taken by a governmental agency to require the Contractor to cease operating; or
- (e) there is a real and immediate threat to public health or public safety associated with the delivery of the Goods and/or performance of the Services,

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

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

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

- 25.4 Prior to the exercise of the Step-in Rights, the Principal must:
- (a) where there is imminent harm or danger to person, property, or the relevant Facility, give at least 1 day's written notice to the Contractor; or
 - (b) otherwise, give at least 5 Business Days' written notice to the Contractor,
- and give particulars of the circumstances giving rise to its exercise of the Step-in Rights.
- 25.5 The Principal will not be obliged to perform all or any of the Contractor's obligations under the Contract, nor will the Principal be liable for any Loss suffered by the Contractor, as a result of actions taken or omissions made by or on the Principal's behalf in the course of exercising or purporting to exercise the Step-in Rights, provided that the Principal has acted reasonably and honestly and has not acted fraudulently or with reckless disregard for the consequences of its acts or omissions.
- 25.6 The Contractor must comply with any reasonable direction of the Principal when the Principal exercises the Step-In Rights.
- 25.7 The Contractor for the duration of the Principal's exercise of the Step-in Rights:
- (a) irrevocably appoints the Principal, and such persons as are from time to time nominated by the Principal, jointly and severally as its attorney with full power and authority to take any action in the exercise of the Step-in Rights; and
 - (b) must ratify and confirm whatever action an attorney appointed under Clause 25.7(a) takes in accordance with that Clause.
- 25.8 If the Principal has stepped-in in accordance with Clause 25.1, the Principal:
- (a) must continue to pay the Contract Price in accordance with the Contract; and
 - (b) may retain, withhold, reduce or set-off from the Contract Price any costs incurred associated with the exercise of the Step-In Rights under this Clause 25.

26 **WARRANTIES**

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

27 **VARIATION TO CONTRACT TERMS**

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

28 **PRICE BASIS**

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

29 INVOICING AND PAYMENT

- 29.1 Subject to the Contractor satisfactorily delivering the Goods or performing the Services (or both) in accordance with the Contract, the Principal must pay the Contractor the Contract Price calculated in the manner described in Item 18 of the General Contract Specifics.
- 29.2 As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties) the Contractor must provide to the Principal an Invoice for that part of the Contract Price that is payable in respect of the calendar month.
- 29.3 An Invoice must include the details set out in the General Contract Specifics.
- 29.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor and to the Contract Price contained in the Invoice being correctly calculated, the Principal must pay all Invoices that comply with Clause 29.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:
- (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
 - (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
 - (c) disputes the Invoice, in which case:
 - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
 - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.
- 29.5 A payment made pursuant to the Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.
- 29.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid the Contract.
- 29.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

30 KEY PERFORMANCE INDICATORS

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

31 CONFIDENTIAL INFORMATION AND PUBLICITY

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

32 GOODS AND SERVICES TAX

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

33 **CONSEQUENTIAL LOSS**

In relation to Consequential Loss:

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

34 **LIMITS ON LIABILITY**

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

35 **FORCE MAJEURE EVENT**

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

36 SETTLEMENT OF DISPUTES

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

37 TERMINATION OF CONTRACT

- 37.1 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under the Contract or under any applicable Legal Requirement.
- 37.2 The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate the Contract at any time by giving not less than 5 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
- (a) the amount due to the Contractor evidenced by all unpaid Invoices; and
 - (b) the cost of materials and equipment reasonably ordered by the Contractor for the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,
- and shall have no further liability to the Contractor.
- 37.3 If the Contractor:
- (a) subject to Clause 36, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in the Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
 - (b) suffers an Insolvency Event;
 - (c) or any of the Contractor's Personnel, are found guilty of any criminal act in connection with the performance of the Contractor's obligations under the Contract that may bring the Principal into disrepute;

- (d) assigns or subcontracts the Contract or any part thereof without the prior written consent of the Principal;
- (e) fails to achieve the KPIs for a period of 6 continuous months;
- (f) includes in its Tender or other information provided to the Principal any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or any of the Contractor's Personnel:
 - (i) does an act or omission of the type described in Clause 14.1(d); and
 - (ii) the Contractor, within 5 Business Days of a notice from the Principal does not remedy the act or omission or put in place a cure plan to remedy the act or omission to the Principal's reasonable satisfaction,

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

37.4 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 37.3 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

37.5 When the Contract is terminated, the Contractor must:

- (a) promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest; and
- (b) co-operate with and assist the Principal to transition the provision of the Goods and/or Services from the Contractor to the Principal or a third party.

37.6 The termination of the Contract does not affect:

- (a) any rights of the Parties accrued before the End Date; and
- (b) the rights and obligations of the Parties under the Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

38 **WAIVERS AND AMENDMENTS**

38.1 The Contract may only be amended, or its provisions waived, in writing by the Parties.

38.2 No forbearance, delay or indulgence by the Principal in enforcing the provisions of the Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

39 **ENTIRE AGREEMENT**

39.1 To the extent permitted by Law, the Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied in respect of the subject matter of the Contract.

39.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of the Contract.

40 RIGHTS AND REMEDIES

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

41 CONSENTS

41.1 Where under the Contract a Party has any right or discretion, including a right to grant consent or approval, that Party:

- (a) may exercise such a right or discretion solely for its own benefit; and
- (b) to the maximum extent permitted by Law, does not have any obligation to take into account:
 - (i) the interests of the other Party; or
 - (ii) any requirement to act in good faith or reasonably where implied by Law or otherwise.

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

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

42 INSURANCE

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

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

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

42.3 Without limiting Clause 42.1, the Contractor must:

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

42.4 Each Insurance must:

- (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;

- (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
 - (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
 - (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
 - (e) provide, where the Principal is an insured under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and
 - (f) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- 42.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract.
- 42.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
 - (c) be for an amount of not less than the amount set out in the General Contract Specifics in respect of any one claim and not less than the amount set out in the General Contract Specifics in the aggregate during any one 12 month period of insurance;
 - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),
 arising out of or in connection with the performance of the Contract (including the provision of the Goods and/or Services and the derivation of any products from Delivered Material) by the Contractor; and
 - (e) be endorsed to cover:
 - (i) the use of unregistered motor vehicles or unregistered mobile Plant and Equipment used in connection with the Contract; and
 - (ii) sudden and accidental pollution.
- 42.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles (including the Collection Vehicles), registered Plant and Equipment used in connection with the Contract whether owned, hired or leased ('**Contractor's Vehicles**'). The vehicle and equipment liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (b) cover against all loss and/or damage to the Contractor's Vehicles;

- (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
 - (d) be for an amount of not less than the market value of the Contractor's Plant and Equipment, and otherwise for not less than the amount set out in the General Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
 - (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- 42.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
 - (c) be for not less than the amount set out in the General Contract Specifics common law liability in respect of any one event.
- 42.9 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.
- 42.10 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- 42.11 The Contractor must ensure that its Subcontractors are insured as required by this Clause 42, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.
- 42.12 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under the Contract is current by providing to the Principal the terms and conditions (including schedules) of the Insurances to demonstrate compliance with the Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- 42.13 If the Contractor fails to procure and maintain the Insurance in accordance with the Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- 42.14 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- 42.15 The Contractor must:
- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
 - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- 42.16 The Insurances are primary, and not secondary, to the indemnities referred to in the Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in the Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in the Contract before the insurer considers or meets the relevant claim.

- 42.17 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.
- 42.18 Notwithstanding the above, if permitted in the General Contract Specifics, the Contractor will be entitled to self-insure in respect of any or all of the above insurances provided always that:
- (a) it is lawful for the Contractor to do so;
 - (b) the Contractor identifies in writing which of the risks required to be insured are being self-insured; and
 - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

43 INDUSTRIAL AWARDS

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

44 GOVERNING LAW

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

45 PROPORTIONATE LIABILITY

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

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

46 PERSONAL PROPERTY SECURITIES ACT

46.1 For the purposes of this Clause 46:

- (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under the Contract; and
- (b) words and phrases used in this Clause 46 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

46.2 If the Principal determines that the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Principal to exercise rights in connection with the security interest.

46.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

46.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:

- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

46.5 The Contractor must not:

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

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

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

47 **APPLICATION OF THE CONTRACT**

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

48 **RESTRUCTURE OF THE PRINCIPAL**

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

49 **FAILURE TO PROVIDE GOODS AND PERFORM SERVICES**

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

50 **DELIVERY OF WASTE TO A FACILITY**

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

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

51 COMMUNITY ENGAGEMENT

- 51.1 The Contractor acknowledges that all liaison with the community in respect of the Goods and/or Services will be as directed by the Principal. The Contractor must do all things reasonably requested by the Principal in respect of community engagement, including referring all queries from the general public in respect of the Goods and/or Services to the Principal. If the Contractor receives queries from the general public in respect of the Goods and/or Services, it must do so as a representative of the Principal.
- 51.2 The Contractor must:
- (a) provide suitably experienced personnel to assist in community engagement;
 - (b) implement and follow a complaints management system approved by the Principal; and
 - (c) notify the Principal of any complaints received by the Contractor in accordance with the reporting requirements under Clause 21.2 (unless the matter is serious or urgent in which case the Contractor will notify the Principal immediately).

52 CALL CENTRE (Not Used)

Where the General Contract Specifics require, the Contractor must provide and maintain a call centre (**Call Centre**) with an operative telephone and facsimile machines (the details of which are set out in the General Contract Specifics), with appropriate numbers of Contractor's Personnel for receipt of public enquiries and messages, directions and instructions from the Principal's Representative. The Call Centre must be staffed between the hours of 7.30am and 5.30pm on every Collection Day, unless otherwise specified in the General Contract Specifics. The Contractor must:

- (a) notify the Principal's Representative of any changes to the Call Centre's telephone and facsimile numbers 5 Business Days prior to of the change being made; and
- (b) put in place appropriate call forwarding methods to inform members of the public of the Contractor's new details prior to such change being made and the Contractor must maintain such call forwarding methods for as long as is reasonably determined by the Principal's Representative.

Schedule 1 – General Contract Specifics

Item No	Contract Specific	Description	Clause Reference
Clauses 1 to 52			
<i>Drafting Note: Items 1 to 31 must be completed to the extent relevant to the Contract. If an item is not relevant to your Contract, in respect of that item delete the contents of the relevant cell in the "Description" column and insert "Not Used".</i>			
<i>Refer to each 'Guidance Note' in relation to each Item below for guidance on how to complete this section.</i>			
1.	Goods and/or Services to be provided by the Contractor	Collection Services, Bin Services	4
2.	OH&S Management System	Required for Collection Services.	10.4
3.	EMS	Required for Collections Services.	11.3(c)
4.	EMP	Required for Collection Services.	11.3(d)
5.	Operational Plan	Required for Collections Services.	11.4(b)
6.	Quality System	Required for Collection Services.	11.4(b) and 18.2
7.	Framework Agreement	No.	16.1
8.	Initial Term	5 Years.	19.1 and 1.1
9.	Start Date	1 st of July 2023	19.1 and 1.1
10.	End Date	30 th of June 2028	19.1 and 1.1
11.	Extended Period	Not Required.	19.2 and 1.1
12.	Goods to be supplied	The Goods are described in the Goods Specification.	19.3 and 1.1
13.	Services to be provided	Those Services listed in Item 1 of the General Contract Specifics.	19.3 and 1.1
14.	Principal Supplied Plant and Equipment	4 x 4.5 m3 Front Lift Bins.	20.1 and 1.1
15.	Principal's Representative	Barry Gibbs Telephone: 08 98271338	22 and 1.1

Item No	Contract Specific	Description	Clause Reference
		Email: barry.gibbs@gnowangerup.wa.gov.au	
16.	Contractor's Representative	Mathew Webb Address: 54 Tunney Road Kojonup 6395, Western Australia, Australia. Telephone: 08 98310139 Mobile: 0429792373 Email: wbwaste@bigpond.com	22 and 1.1
17.	Price Adjustment Basis	The Contract Price adjustment mechanism is CPI.	28.3
18.	Contract Price	As calculated in accordance with the Contract Price Schedule (including in accordance with any key performance indicators).	29 and 1.1
19.	Details of Invoices	Invoices must include the relevant purchase order number and details of the Goods supplied to the Principal or the relevant Services completed (or both) including the basis of calculation and supporting information during the relevant month to which the Invoice relates and any other information reasonably requested by the Principal.	29.3
20.	Interest rate for late payments or wrongful Deductions	0.00%	30.4
21.	Contractor Maximum Liability Amount	The Contractor Maximum Liability Amount is unlimited.	34.1 and 1.1
22.	Principal Maximum Liability Amount	\$0.	34.2 and 1.1
23.	Public and Product Liability Insurance End Date	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is later.	42.6(a)
24.	Minimum level of Product Liability Insurance Cover required	The minimum level of product liability insurance cover required is \$5,000,000 for one claim and \$20,000,000 in the aggregate for any 12 month period.	42.6(c)
25.	Minimum level of Public Liability Insurance Cover required	The minimum level of public liability insurance cover required is \$5,000,000 for one claim and unlimited in the aggregate.	42.6(c)

Item No	Contract Specific	Description	Clause Reference
26.	Contractor's Vehicle Insurance End Date	The Contractor's Vehicle insurance end date is the End Date.	42.7(a))
27.	Minimum level of Contractor's Vehicle Insurance Cover required	The Contractor's Vehicle insurance cover will be not less than the market value of the Contractor's Vehicles.	42.7(d)
28.	Workers compensation End Date	The employee insurance end date is the End Date.	42.8(a)
29.	Minimum level of workers compensation Insurance required	The Contractor must effect and maintain workers' compensation insurance in accordance with the Workers Compensation and Injury Management Act 1981 (WA) and \$50,000,000 for common law liability.	42.8(c)
30.	Contractor permitted to self-insure with respect to the Insurances	Yes.	42.18
31.	Call Centre	No	52

Schedule 2 – Goods

1 APPLICATION OF THIS SCHEDULE

This Schedule 2:

- (a) only forms part of the Contract if the Contractor is supplying Goods or Bin Services (or both) under the Contract (see Item 1 of the General Contract Specifics). For clarity, if Item 1 of the General Contract Specifics does not refer to Goods or Bin Services (or both), this Schedule 2 does not form part of, and has no force or effect in respect of, the Contract; and
- (b) where it forms part of the Contract, applies to each supply of Goods, including as part of the Bin Services.

2 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

2.1 The Contractor shall deliver the Goods in full to the Delivery Points at the times stated in the Contract. In this respect time shall be of the essence of the Contract.

2.2 Subject to Clauses 2.3, 2.4 and 2.5 of this Schedule 2, if the Goods are unlikely to be delivered to a Delivery Point by the applicable Date for Delivery, the Contractor is entitled to an extension to the applicable Date for Delivery if the delay is due to:

- (a) breach by the Principal of its obligations under the Contract;
- (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with the Contract;
- (c) a Force Majeure Event occurring before the applicable Date for Delivery;
- (d) suspension of the Contract under Clause 24, other than suspension of the Contract for breach of the Contract by the Contractor or the Contractor's Personnel; or
- (e) a Variation being granted under Clause 23.

2.3 The Contractor may only claim an extension to the Date for Delivery under Clause 2.2 of this Schedule 2 if the Contractor:

- (a) could not reasonably have been expected to foresee the delay at the date of signing the Contract;
- (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
- (c) or the Contractor's Personnel, did not cause the delay, whether by breach of the Contract or otherwise.

2.4 The Contractor's claim for an extension to the applicable Date for Delivery must:

- (a) be made within 5 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and
- (b) include the facts on which the claim to the extension to the Date for Delivery is based.

2.5 If the Principal's Representative reasonably considers that:

- (a) the claim for an extension of time under Clause 2.4 of this Schedule 2 relates to an event listed in Clause 2.2 of this Schedule 2; and
- (b) Clauses 2.3 and 2.4 of this Schedule 2 have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 2.5 of this Schedule 2 (or such other time agreed by the Parties) that an extension of time to the Date for Delivery is granted. The notice must include the period of extension granted by the Principal, which will be a period of time that is reasonable having

regard to the nature of the event specified in Clause 2.2 of this Schedule 2 (as determined by the Principal, acting reasonably).

2.6 The Principal may by written notice to the Contractor direct an extension of time to the applicable Date for Delivery at any:

- (a) time that the Principal directs a Variation; or
- (b) other time at the absolute discretion of the Principal,

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the applicable Date for Delivery. The Contractor acknowledges that the mechanism in this Clause 2.6 of Schedule 2 is a discretionary right of the Principal, which may be exercised by the Principal for the sole benefit of the Principal and does not:

- (c) impose any obligations on the Principal;
- (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
- (e) in any way constitute a waiver or relaxation of any of the requirements under this Clause 2 of Schedule 2; or
- (f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 2.6 of Schedule 2.

2.7 If the Principal, considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 2.4 of this Schedule 2 that the applicable Date for Delivery remains unchanged.

2.8 If the Contractor fails to comply with Clause 2.4 of this Schedule 2, the Contractor will have no entitlement to an extension of time of the applicable Date for Delivery.

2.9 If an extension of time is granted in accordance with this Clause 2 of Schedule 2, provided that those costs are not also reimbursable pursuant to Clauses 23 or 24, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

3 DELIVERY OBLIGATIONS

3.1 The Contractor must, in delivering the Goods to the Delivery Points:

- (a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and
- (b) leave the Delivery Points secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Points immediately prior to the delivery of Goods.

3.2 The Contractor must:

- (a) deliver the Goods to an occupier of each Delivery Point;
- (b) if no occupier of the Delivery Point is present, or the Delivery Point is one to which Clause 4.6(b) of this Schedule 2 applies, placing the Goods within the boundaries of the Delivery Point in a safe and secure manner; or
- (c) if the Contractor is unable to obtain access to the Delivery Point, placing the Goods as close as possible to the Delivery Point in a safe and secure manner.

3.3 Upon delivery of the Goods, the Contractor must notify the Principal's Representative, in writing, of the serial number of each Good delivered to a Delivery Point and the address of the Delivery Point to which it was delivered.

4 EXPENSES OF DELIVERY OF GOODS

Unless otherwise provided in the Contract, the Contractor shall pay all packaging, freight, Taxes, insurance, and other charges whatsoever, in connection with the delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.

5 PROPERTY AND RISK IN THE GOODS

5.1 This Clause 5 of Schedule 2 applies to each supply of Goods, including as part of the Bin Services (if Bin Services form part of the Contract), unless the description of the Bin Services states that ownership of the Goods is to remain with the Contractor.

5.2 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.

5.3 Upon payment of the Goods, ownership of the Goods shall pass to the Principal. Payment shall include credit by way of set off.

5.4 The Contractor warrants that:

- (a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
- (b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

6 RECEIPT AND ACCEPTANCE OF GOODS

6.1 Delivery and receipt of the Goods shall not of itself constitute Acceptance of the Goods by the Principal.

6.2 Acceptance of the Goods occurs on the earlier of:

- (a) the Principal's Representative notifying the Contractor in writing that the Goods have been accepted; or
- (b) the lapse of 14 days after delivery of the Goods to the Delivery Points without the Principal notifying the Contractor in writing that the Goods have been rejected.

6.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to Acceptance remains with the Contractor except where the damage, deterioration, theft or loss is caused by a negligent act or omission of the Principal or the Principal's Personnel.

6.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 7 of this Schedule 2.

7 REJECTION AND REMOVAL OF DEFECTIVE GOODS

- 7.1 During the Defects Liability Period the Principal's Representative shall notify the Contractor in writing of the Defective Goods and may:
- (a) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
 - (b) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods.
- 7.2 Should the Contractor fail to comply with a notice issued under Clause 7.1(a) of this Schedule 2 within the time specified in that notice, the Principal shall be entitled to:
- (a) replace the Defective Goods with goods of the same or similar quality;
 - (b) sell the Defective Goods; and/or
 - (c) have the Defective Goods redelivered at the Contractor's risk and expense to the Contractor's premises,
- and recover its costs, losses and expenses of so doing from the Contractor.
- 7.3 Where the Contractor has made good any Defective Goods under this Clause 7 of Schedule 2, those Goods will be subject to the same Defects Liability Period as the original Goods, from the date the Contractor made good the Defective Goods.
- 7.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.
- 7.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.
- 7.6 Without limiting Clause 14, any cost or expense incurred by the Principal in connection with the Defective Goods under this Clause 7 of Schedule 2, shall be a debt due from the Contractor to the Principal.
- 7.7 Nothing in the Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods in accordance with the Contract.

ATTACHMENT 1 - GOODS CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
<p><i>Drafting Note:</i> Complete Items 1 and 2 to the extent that Goods form part of the Contract. Refer to each 'Guidance Note' in relation to each Item below for guidance on how to complete this section. Clause references refer to Clauses in Schedule 2 (other than Clause 1.1).</p>			
1.	Date for Delivery	The Date for Delivery will be as set out in the purchase order issued by the Principal to the Contractor in respect of the Contract.	2.4
2.	Defects Liability Period	Subject to Clause 7.3 of Schedule 2, the period of time beginning on the Date for Delivery and ending 12 months after the date of delivery.	7.1 and 1.1

Schedule 3 – Bin Services

1 APPLICATION OF THIS SCHEDULE

This Schedule 3 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Bin Services. For clarity, if Item 1 of the General Contract Specifics does not refer to Bin Services, this Schedule 3 does not form part of, and has no force or effect in respect of, the Contract.

2 SERIAL NUMBERS

If the Contract requires the provision of the Bin Services, the Contractor must, unless directed otherwise by the Principal:

- (a) deliver to the Principal, prior to the Start Date, a database, in a form and using software approved by the Principal's Representative, of all serial numbers of the Bins to be supplied as part of the Bin Services and the addresses of Delivery Points to which they are to be delivered;
- (b) notify the Principal's Representative each month, in writing, of the serial number of each Bin delivered to a Delivery Point as part of the Bin Services and the address of the Delivery Points to which it was delivered; and
- (c) deliver to the Principal, within 5 days of the end of the Term, the database provided under Clause 2(a) of this Schedule 3 updated to reflect the information provided under Clause 2(b) of this Schedule 3.

3 RETRIEVAL AND REPLACEMENT

3.1 The Contractor must retrieve all damaged Bins, or Bins no longer required, at Delivery Points and:

- (a) either:
 - (i) dispose of them, if they are damaged beyond repair; or
 - (ii) repair them and store them at a secure location for re-issue to Delivery Points as required; and
- (b) if the Bin was removed due to being damaged, replace that Bin, by re-issuing a replacement Bin in a timely manner.

3.2 The Contractor must use its best endeavours to reuse Bins wherever possible.

4 AFFIXATION OF NOTICES

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

Schedule 4 – Collection Services

1 APPLICATION OF THIS SCHEDULE

This Schedule 4 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Collection Services. For clarity, if Item 1 of the General Contract Specifics does not refer to Collection Services, this Schedule 4 does not form part of, and has no force or effect in respect of, the Contract.

2 COLLECTION SERVICES

- 2.1 Waste must be collected by the Contractor in the course of the performing the Collection Services on the specified Collection Days as set out in the Collection Schedules.
- 2.2 The Collection Services must not take place on a day that is not a Collection Day without the prior written consent of the Principal's Representative. The Principal's Representative's consent may be given subject to such conditions as he or she considers appropriate.
- 2.3 The Contractor must carry out Collection Services scheduled for Christmas Day, New Year's Day and Good Friday on an alternative day within the 7 days of the same week, as approved by the Principal.
- 2.4 The Contractor must, at its cost, on becoming aware of, or upon receiving a notification of a missed or late Waste collection from a resident or the Principal, return and collect the Waste. If advice is received, prior to 11am, collection must be made on that day and at the time set out in the Collection Contract Specifics.

3 TIME AND FREQUENCY FOR COLLECTION SERVICES

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

4 COLLECTION SCHEDULE

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

- 4.4 A draft of the Collection Schedule must be submitted to the Principal's Representative for approval at least 2 weeks prior to the Start Date.
- 4.5 The Collection Schedule must be prepared so that Main Roads are serviced outside peak traffic times.
- 4.6 The Principal's Representative may:
- (a) require that the Contractor provide further information in relation to the proposed Collection Schedule or any related matter;
 - (b) direct reasonable amendments to the proposed Collection Schedule; and
 - (c) make his or her approval of the proposed Collection Schedule subject to such reasonable conditions as he or she considers appropriate.
- 4.7 The Contractor must operate the Collection Services in accordance with the Collection Schedule approved by the Principal's Representative and any alteration to the Collection Schedule must only be made with the prior written consent of the Principal's Representative.

5 COLLECTION OF WASTE

- 5.1 The Contractor must collect all Waste that is:
- (a) placed within a Bin that is put out at the kerbside; or
 - (b) located at any place directed by the Principal's Representative.
- 5.2 If the manner in which any Bin is, or the contents of any Bin, placed out for collection from or at any Delivery Point does not comply with any policy of the Principal, Legal Requirements, a term of the Contract or direction, the Contractor must still empty the Bin and collect the Waste in or around the relevant Bin, except in circumstances set out in the Collection Contract Specifics.
- 5.3 If the Contractor does not empty a Bin in accordance with Clause 5.1 of this Schedule 4, the Contractor must ensure that the driver of the Collection Vehicle:
- (a) immediately notifies the Contractor of the address of the Tenement and the grounds for not emptying the Bin. The Contractor must in turn notify the Principal as soon as possible of the address of the Tenement, the serial number of the Bin and the grounds for not emptying the Bin; and
 - (b) attaches to the Bin a sticker, in a form approved by the Principal's Representative, indicating:
 - (i) why the Bin was not emptied;
 - (ii) the steps that must be taken to have the Bin emptied in future; and
 - (iii) a contact point for enquiries.
- 5.4 The Contractor must ensure that the Contractor's Personnel collect and remove any material spilt:
- (a) by them in performing the Collection Services;
 - (b) from any Bin; or
 - (c) from a Collection Vehicle.
- 5.5 The Contractor must, after emptying each Bin, replace it:
- (a) as near as practicable to the position in which it was located prior to being emptied (but not on a road or within 1 metre of a driveway); and
 - (b) in an upright position with the lid closed.

- 5.6 The Contractor must ensure that:
- (a) Bins are not placed in any position which is hazardous to any person or property (including a Bin itself); and
 - (b) Bins are not dropped or thrown.
- 5.7 The Contractor may encounter challenging Tenements in performing the Collection Services. The Contractor must (at its cost):
- (a) provide written advice to the Principal's Representative prior to the Start Date which:
 - (i) identifies those Tenements where the Contractor believes that special collection arrangements will be required; and
 - (ii) indicates the arrangements which the Contractor proposes to implement to collect Waste from such Tenements;
 - (b) seek to co-operatively resolve all problems that arise in consultation with the Principal's Representative;
 - (c) comply with any directions of the Principal's Representative with respect to any such problems; and
 - (d) use Collection Vehicles in challenging areas which are able to safely service those areas, including avoiding contact with the public, overhead wires and overhanging trees.
- 5.8 Ownership of all Collected Material vests, as against the Contractor, in the Principal.

6 COLLECTION VEHICLES

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

- 6.6 Each Collection Vehicle must include the signage required by the Principal as set out in the Collection Contract Specifics and must be professionally painted or affixed in any manner directed by the Principal's Representative. The Principal's Representative may direct which colour the Collection Vehicle and any identification information which is to be painted on the Collection Vehicle. The costs under this Clause 6 of Schedule 4 must be borne by the Contractor.
- 6.7 The Contractor is responsible for all inputs required to operate and maintain each Collection Vehicle.

7 DELIVERY OF WASTE TO THE FACILITY

- 7.1 The Contractor must:
- (a) deliver all Waste collected in the course of the Collection Service to one or more Facilities, as directed by the Principal from time to time; and
 - (b) deliver only Collected Material to Facilities.
- 7.2 If the Contractor is not the Facility Operator, the Contractor must ensure that the Contractor's Personnel comply with any:
- (a) directions of representatives of the Facility Operator; and
 - (b) rules of which notice has been given to the Contractor by the Facility Operator (including, without limitation, rules for occupational health and safety),
- while at a Facility, except to the extent that it would be unsafe to do so.
- 7.3 The Contractor must ensure that all Collected Material delivered to the Facility during the performance of the Collection Service is weighed at the weighbridge at the Facility (if that Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Facility.
- 7.4 If weighbridge dockets are produced under Clause 7.1 and are not electronic, the Contractor must collect weighbridge dockets immediately after each load of Collected Material is weighed. The Contractor must deliver these weighbridge dockets for all loads of Collected Material delivered to the Facility in the course of the Collection Service each month to the Principal's Representative.
- 7.5 The measurements taken in accordance with Clause 7.3 of this Schedule 4 are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating payment to the Contractor in accordance with Clause 29.
- 7.6 If the Contractor is not the Facility Operator:
- (a) the Contractor must deliver Collected Material to a Facility during the Opening Hours for that Facility; and
 - (b) the Contractor may only deliver Collected Material to a Facility outside of the Opening Hours with the permission of the Principal, which permission may be subject to conditions.
- 7.7 If the Contractor is not the Facility Operator, the Contractor must, in delivering the Collected Waste to the Facility:
- (a) not interfere with the activities of any other person at the Facility; and
 - (b) leave the Facility secure, clean, orderly and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Waste.
- 7.8 If Recyclables Sorting Services do not form part of the Contract, and any Delivered Material delivered to a Recyclables Facility exceeds the Maximum Compaction Rate, the Principal may deduct the amount of any Over-compaction Charge paid by the Principal to the Facility Operator of that Recyclables Facility from the Contract Price.

8 **ADDITIONAL REPORTING**

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

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

9 **COMPLAINTS**

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

- (a) collect and remove litter; or
 - (b) empty a Bin or otherwise collect the Waste as required under the Contract,
- from a member of the public, the Contractor must:
- (c) immediately notify the Principal of the complaint;
 - (d) investigate the complaint and advise the Principal and the complainant of the result of the investigation within 2 hours of the complaint being made; and
 - (e) rectify any breach of the Contract in respect of which a complaint was made on the same day that the complaint was made.

10 **NOTIFICATIONS**

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

11 **PROMOTIONAL MATERIAL**

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

- (a) prepare and deliver to each Delivery Point information related to the performance of the Collection Services as required by the Principal's Representative;
- (b) deliver any information prepared by the Principal in relation to the Collection Services, waste management, recycling, or other information relevant to the Contract; and
- (c) if required by the Collection Contract Specifics, prior to the Start Date place an advertisement (the size, content and format of which must be approved by the Principal's Representative) in newspapers nominated by the Principal's Representative summarising the information required under this Clause 11 of Schedule 4.

12 **ADVERTISING**

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

- (a) place advertisements in newspapers nominated by the Supervisor; and

- (b) organise a letterbox drop of information to affected areas, advising of the relevant suspension, stoppage or disruption, with the size, content and format of any newspaper advertisement or any information distributed by a letterbox drop approved by the Principal's Representative.

13 **WASTE LEVY**

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

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

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

14 **TITLE TO BINS**

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

ATTACHMENT 1 - COLLECTION CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
<p><i>Drafting Note:</i> Complete Items 1 to 13 to the extent that Collection Services form part of the Contract. ” Refer to each 'Guidance Note' in relation to each Item for guidance on how to complete this section. Clause references refer to Clauses in Schedule 4 (other than Clause 1.1).</p>			
1.	Collection Services	The Collection Services as set out in the Collection Services Specification, Schedule 10.	2
2.	Time for collection of missed Waste	Upon notification of a missed Waste Collection Service, the missed Waste Collection Service must be conducted within 48 hours of the Collection day.	2.4
3.	Collection Area	As set out in Schedule 9.	3.1
4.	Prohibited Time for Waste collection.	Between 1900 hours (7.00PM) and 0600 hours (6.00AM) unless exempted by the Principal in writing.	3.2
5.	Frequency of Waste collection	The Frequency of Waste collection will be as set out in the Collection Services Specification.	4.3
6.	Green Waste	Not Used.	5.1 and 1.1
7.	Household Junk	Not Used.	5.1 and 1.1
8.	Recyclables	Refer to the definition of Recyclables for the purposes of Collection Services.	5.1 and 1.1
9.	Circumstances when Waste need not be collected	Waste and Recycling Services need not be collected where: <ul style="list-style-type: none"> • The bin is deemed to be unserviceable; • The bin is overflowing to the point the bin lid can no longer be shut; • The weight of the bin exceeds 70 kilograms; • The bin is not placed out for collection before 6:00am on the collection day; • The bin is blocked by an obstruction preventing emptying; and • The Bin is grossly contaminated. 	5.2

Item No	Contract Specific	Description	Clause Reference
10.	Cleaning of Collection Vehicles	The cleaning of Collection Vehicles will be as directed by the Principal in writing.	6.3
11.	Collection Vehicles Signage	The cleaning of Collection Vehicles will be as directed by the Principal in writing.	6.6
12.	Opening Hours	Gnowangerup Waste Facility operating hours: 7.00am to 7.00pm Tues-Thurs 8am to 4pm Sat/Sun Contractor will be given after hour's access. Closed, Good Friday, Christmas Day and New Year's Day.	7.6 and 1.1
13.	Advertisement of Services	The Contractor may be required to place an advertisement, approved by the Principal's Representative in a newspaper nominated by the Principal's representative summarising the performance of the Services in accordance with Clause 12 of Schedule 4.	12
14.	Bin ownership	Not used, Bin ownership resides with the Principal.	14

Schedule 5 – Landfill Management Services and Transfer Station Services

1 APPLICATION OF THIS SCHEDULE

This Schedule 5 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Landfill Management Services or Transfer Station Services (or both). For clarity, if Item 1 of the General Contract Specifics does not refer to Landfill Management Services or Transfer Station Service (or both), this Schedule 5 does not form part of, and has no force or effect in respect of, the Contract.

2 TRANSFER STATION SERVICES

- 2.1 This Clause 2 of Schedule 5 applies if Transfer Station Services form part of the Contract.
- 2.2 Subject to Clause 2.3 of this Schedule 5, the Contractor must accept, sort, store, transport and dispose of all Delivered Material delivered to the Transfer Station in accordance with all Legal Requirements, the Transfer Station Specification and the Contract.
- 2.3 The Contractor may refuse to accept any Delivered Material that is Excluded Waste, unless the Contractor is providing the Collection Services, in which case the Contractor must not refuse to accept Collected Material.
- 2.4 If the volume of Delivered Material received at the Transfer Station exceeds the Maximum Tonnage on a particular day, the Contractor has no legal obligation to accept any further Delivered Material for the remainder of that day.

3 LANDFILL MANAGEMENT SERVICES

- 3.1 This Clause 3 of Schedule 5 applies if Landfill Management Services form part of the Contract.
- 3.2 Subject to Clause 3.3 of this Schedule 5, the Contractor must accept all Delivered Material delivered to a Landfill Facility for disposal.
- 3.3 The Contractor may reject any Delivered Material that is Excluded Waste, unless the Contractor is providing the Transfer Station Services or the Collection Services that results in the Delivered Material being delivered to the Landfill Facility.
- 3.4 The Contractor must maintain and ensure that the Landfill Facility is available for the disposal of Delivered Material, including maintaining and renewing all necessary Approvals.
- 3.5 If the Delivered Material exceeds the Maximum Capacity of the Landfill Facility within the Term, subject to Clause 3.6 of this Schedule 5, the Contractor has no legal obligation to accept any further Delivered Material for disposal.
- 3.6 If the Maximum Capacity of the Landfill Facility is likely to be reached before the end of the Term, the Contractor must notify the Principal of such at least 12 months prior to the estimated date of the Maximum Capacity being reached. The Principal may, in its absolute discretion, terminate the Contract in whole or in part.
- 3.7 The Contractor must ensure that the Landfill Facility is able to accept all Delivered Material that the Landfill Facility is licenced to accept by Law.

4 RECEIPT OF DELIVERED MATERIAL

- 4.1 The Contractor must operate the Landfill Facility or Transfer Station (as the case may be) during the Opening Hours.
- 4.2 The Contractor must ensure that all Delivered Material received at the Landfill Facility is weighed at the weighbridge at the Landfill Facility (if that Landfill Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Landfill Facility or the Transfer Station (as the case may be).
- 4.3 If weighbridge dockets are produced under Clause 4.2 of this Schedule 6 and are not electronic, the Contractor must collect weighbridge dockets immediately after each load of Delivered Material is weighed. The Contractor must deliver weighbridge dockets for all loads of Delivered Material received at the Landfill Facility each month to the Principal's Representative.
- 4.4 The measurements taken in accordance with Clause 4.2 of this Schedule 5 are conclusive evidence of the amount of Delivered Material received at the Landfill Facility and will be used for the purpose of calculating payment to the Contractor in accordance with Clause 29.
- 4.5 The Contractor must accept all Delivered Material and perform the Landfill Management Services or the Transfer Station Service (as the case may be) in accordance with:
- (a) Legal Requirements;
 - (b) the Contract;
 - (c) Good Industry Practice; and
 - (d) the Standards and Procedures (if any).
- 4.6 The Contractor must store, transport and dispose of Residue, including Hazardous Waste, in accordance with all Legal Requirements at its own cost.
- 4.7 The Principal may, on reasonable notice to the Contractor, inspect the Landfill Facility or Transfer Station (as the case may be). If the Principal wishes to carry out an inspection, the Contractor must provide the Principal with all reasonable assistance and access to perform such an inspection.

5 DELIVERY TO ANOTHER FACILITY

- 5.1 This Clause 5 of Schedule 5 only applies if Transfer Station Services form part of the Contract.
- 5.2 The Contractor must:
- (a) deliver all Recyclables to the Recyclables Facility, as directed by the Principal from time to time;
 - (b) deliver all Green Waste to the Green Waste Facility, as directed by the Principal from time to time;
 - (c) without limiting the Recyclables Sorting Services or the Green Waste Processing Services (or both), if one or both of those services apply, deliver all Residue to the Landfill Facility directed by the Principal from time to time.

6 PROPERTY AND RISK IN THE DELIVERED MATERIAL

Ownership of all Delivered Material vests, as against the Contractor, in the Principal.

7 WASTE LEVY

If:

- (a) there is an increase or decrease in the existing waste levy imposed by Law; or
 - (b) there is any new levy, charge, duty, impost or tax imposed by Law applicable to the disposal of Waste at the Landfill Facility or Transfer Station (as the case may be),
- to the extent that the Contractor has not otherwise recovered the amount of the increase or decrease from a party other than the Principal, the Contractor may increase or decrease the Contract Price for the amount of the increase or decrease in the levy, charge, duty, impost or tax (as the case may be) effective from the date of the increase or decrease.

8 ADDITIONAL REPORTING

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

- (a) implementation of the EMP, the EMS, and/or the OH&S Management System (whichever applicable according to the General Contract Specifics), to the extent that either Party requires such records to comply with all relevant Legal Requirements;
- (b) if Transfer Station Services form part of the Contract:
 - (i) the date, time and weight of every vehicle as it enters and leaves a Transfer Station and the difference in weight;
 - (ii) the weight and composition of the Delivered Material received at the Transfer Station;
 - (iii) the weight, composition and destination of all Residue, Recyclables and Green Waste and the date the Residue, Recyclables and Green Waste left the Transfer Station (which must account for all of the Delivered Material received at the Transfer Station); and/or
 - (iv) implementation of the Operational Plan and/or Quality System (whichever applicable according to the General Contract Specifics),

if directed by the Principal to do so; and

- (c) if Landfill Management Services form part of the Contract:
 - (i) the date, time and weight of every vehicle as it enters and leaves a Landfill Facility and the difference in weight;
 - (ii) the weight and composition of all Delivered Material that is disposed of in landfill; and/or
 - (iii) implementation of the Operational Plan and/or Quality System (whichever applicable according to the General Contract Specifics),

if directed by the Principal to do so.

9 GRANT OF LICENCE

- 9.1 The Principal grants to the Contractor and the Contractor takes from the Principal for no consideration, a licence during the Term and subject to the provisions of this Clause 9 of

Schedule 5 (and, where applicable, the provisions of the Contract), to access the Licensed Area on a non-exclusive basis for the Approved Purpose.

- 9.2 This Licence does not confer any right of exclusive occupancy on the Contractor. The Principal (and those claiming through it) may at any time and at all times exercise all its rights (including, without limit, its right to use, possess and enjoy the Licensed Area and any part of the Licensed Area).
- 9.3 The Contractor must, during the Term, perform and comply with the following obligations:
- (a) only use the Licensed Area for the Approved Purpose;
 - (b) not do anything which might in any way endanger the property of the Principal or any person in or on the Licensed Area;
 - (c) not carry on any illegal, immoral, offensive or unlawful activity, business or use on any part of the Licensed Area;
 - (d) not cause any damage to any equipment on the Licensed Area not being the property of the Contractor;
 - (e) promptly make good to the reasonable satisfaction of the Principal any damage to the Licensed Area caused by negligence, misuse or abuse or wilful act or omission of or otherwise by the Contractor or the Contractor's Personnel;
 - (f) if any Approval of an Authority is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Contractor must immediately stop access to and the use of the Licensed Area until all the necessary Approvals have been obtained or made effective;
 - (g) at its own cost obtain, maintain and comply with all Approvals necessary from time to time for the conduct of its activities and the lawful use of the Licensed Area;
 - (h) where necessary, facilitate, and otherwise not to do anything to prevent or hinder entry onto the Licensed Area of any person to whom the Principal has granted a right of access, licence or other form of tenure in accordance with Clause 9.4(c) of this Schedule 5; and
 - (i) any other reasonable direction notified to the Contractor by the Principal.
- 9.4 The Principal expressly reserves the right to, upon notice to the Contractor:
- (a) enter upon the Licensed Area to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
 - (b) enter upon the Licensed Area to install, operate, alter and maintain new assets or infrastructure;
 - (c) grant to any other person a right of access, licence or other form of tenure over the Licensed Area for any purpose; and
 - (d) temporarily suspend the Contractor's rights under this Licence for a breach of Clause 9.3 of this Schedule 5 or on any other reasonable grounds.
- 9.5 Without prejudice to any provisions in the Contract dealing with termination of the Contract, this Licence will terminate automatically and without notice being required by the Principal on the End Date.
- 9.6 The Contractor must remove the Contractor's Property from the Licensed Area within 2 Business Days after either the:
- (a) expiration of the Term; or
 - (b) other termination of this Licence.
- 9.7 All damage to any part of the Licensed Area or any Principal Supplied Plant or Equipment or any equipment or property of any other person by the removal of the Contractor's Property must promptly be made good by the Contractor to the reasonable satisfaction of the Principal and, if the Contractor fails to do so, the Principal may make good the damage at the expense of the Contractor.

10 CARBON ISSUES

- 10.1 The parties acknowledge and agree that the Principal, notwithstanding any other provision of the Contract has 'operational control' (as defined in the *National Greenhouse and Energy Reporting Act 2007* (Cth)) of the Landfill Facility or Transfer Station (as the case may be), including the greatest authority to introduce and implement operating, health and safety and environmental policies for the Landfill Facility or the Transfer Station (as the case may be).
- 10.2 The Contractor must promptly provide any assistance, information, documents or access to personnel reasonably requested by the Principal to enable the Principal to discharge any obligations under Clause 10.1 of this Schedule 5.
- 10.3 Despite any other provision of the Contract, the Contract Price includes reimbursement for any costs (including direct and incidental) that may arise in connection with any Carbon Scheme, and the Contractor will not be entitled to any further payment in respect of these costs.
- 10.4 If there is any amendment, repeal or other change to any Carbon Scheme the parties must (on the written request of any party) negotiate promptly and in good faith any amendments to this Clause 10 of Schedule 5 which may be necessary to give effect, as far as possible, to the same allocation of rights and responsibilities as is contemplated by the existing provisions of this Clause 10 of Schedule 5.

**ATTACHMENT 1 - LANDFILL MANAGEMENT AND TRANSFER STATION CONTRACT
SPECIFICS**

Item No	Contract Specific	Description	Clause Reference
1.	Transfer Station	Not used.	2
2.	Maximum Tonnage	Not used.	2.4 and 1.1
3.	Landfill Facility	Not used.	3 and 1.1
4.	Opening Hours	Not used.	4.1 and 1.1

Schedule 6 – Recyclables Sorting Services and Green Waste Processing Services

1 APPLICATION OF THIS SCHEDULE

This Schedule 6 only forms part of the Contract if Item 1 of the General Contract Specifics refers to Recyclables Sorting Services or Green Waste Processing Services (or both). For clarity, if Item 1 of the General Contract Specifics does not refer to Recyclables Sorting Services or Green Waste Processing Services (or both), this Schedule 6 does not form part of, and has no force or effect in respect of, the Contract.

2 RECEIPT OF DELIVERED MATERIAL AT THE RECYCLABLES FACILITY OR GREEN WASTE FACILITY

- 2.1 The Contractor must ensure that all Delivered Material received at the relevant Facility for the Recyclables Sorting Services or the Green Waste Processing Services (as the case may be) is weighed at the weighbridge at the relevant Facility (if that Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the relevant Facility.
- 2.2 If weighbridge dockets are produced under Clause 2.1 of this Schedule 6 and are not electronic, the Contractor must collect weighbridge dockets immediately after each load of Delivered Material is weighed. The Contractor must deliver weighbridge dockets for all loads of Delivered Material received at the relevant Facility each month to the Principal's Representative.
- 2.3 The measurements taken in accordance with Clause 2.1 of this Schedule 6 are conclusive evidence of the amount of Delivered Material received at the relevant Facility for the Recyclables Sorting Services or the Green Waste Processing Services (as the case may be) and will be used for the purpose of calculating payment to the Contractor in accordance with Clause 29.
- 2.4 If Collection Services do not form part of the Contract the Contractor may refuse to accept any Delivered Material that is Excluded Waste, unless the Contractor is providing the Collection Services, in which case the Contractor must not refuse to accept Collected Material.
- 2.5 If Recyclables Sorting Services form part of the Contract, and any Delivered Material delivered to a Recyclables Facility exceeds the Maximum Compaction Rate, the Contractor may proportionately increase the Contract Price by the amount of the Over-compaction Charge in respect of the relevant Delivered Material that exceeds the Maximum Compaction Rate.
- 2.6 If the volume of Delivered Material received at the relevant Facility exceeds the Maximum Tonnage on a particular day, the Contractor has no legal obligation to accept any further Delivered Material for the remainder of that day.
- 2.7 The Contractor must accept all Delivered Material and perform the Recyclables Sorting Services or the Green Waste Processing Services (as the case may be) in accordance with:
- (a) Legal Requirements;
 - (b) the Contract;
 - (c) Good Industry Practice; and
 - (d) the Standards and Procedures (if any).

3 RECYCLABLES SORTING SERVICES

- 3.1 This Clause 3 of this Schedule 6 applies if Recyclables Sorting Services form part of the Contract.
- 3.2 The Contractor must separate Recyclables in the Delivered Material from the Residue in the Delivered Material to meet the KPIs.
- 3.3 The Contractor must sort the Recyclables into their individual types, as further described in the Recyclables Sorting Specification.
- 3.4 Without limiting the Contractor's obligations under Clause 2.7 of this Schedule 6, the Contractor must store, transport and dispose of Residue, including Hazardous Waste, at its own cost in accordance with all Legal Requirements and Good Industry Practice.
- 3.5 The Contractor must not use or dispose of the Recyclables delivered to the Recyclables Facility otherwise than in accordance with the Contract.

4 GREEN WASTE PROCESSING SERVICES

- 4.1 This Clause 4 of this Schedule 6 applies if Green Waste Processing Services form part of the Contract.
- 4.2 The Contractor must process Green Waste delivered to the Facility to meet the KPIs. Until the Green Waste is processed, the Contractor must store the Green Waste in accordance with all Legal Requirements and Good Industry Practice.
- 4.3 The Contractor must store, transport and dispose of any products derived from processing the Green Waste in accordance with all Legal Requirements and the Contract.
- 4.4 Without limiting the Contractor's obligations under Clause 2.7 of this Schedule 6, the Contractor must store, transport and dispose of Residue, including Hazardous Waste, at its own cost in accordance with all Legal Requirements and Good Industry Practice.
- 4.5 The Contractor must not use or dispose of the Green Waste delivered to the Green Waste Facility otherwise than in accordance with the Contract.

5 PROPERTY AND RISK IN THE DELIVERED MATERIALS

- 5.1 Property and risk in any Delivered Material accepted by the Contractor will vest in the Contractor once the Delivered Material:
 - (a) passes the weighbridge at the relevant Facility; or
 - (b) if the relevant Facility does not have a weighbridge, passes the boundary of the Site on which the relevant Facility is located.

6 ADDITIONAL REPORTING

6.1 Without limiting the reporting required in Clause 21.1, the Contractor must also maintain verified records of:

- (a) if Recyclables Sorting Services form part of the Contract:
 - (i) the weight and composition of Recyclables recovered from the Delivered Material by the Contractor;
 - (ii) the destination of all Recyclables leaving the Recyclables Facility and the date the Recyclables left the Recyclables Facility;
 - (iii) the weight of Residue derived from the Delivered Material and delivered to a Landfill Facility by the Contractor;
 - (iv) the landfill diversion rate of the Recyclables Facility;
 - (v) implementation of the EMP, the EMS and the OH&S Management System (whichever applicable according to the General Contract Specifics), to the extent that either Party requires such records to comply with all relevant Legal Requirements;
 - (vi) if directed by the Principal, implementation of the Operational Plan and/or Quality System (whichever applicable according to the General Contract Specifics); and
- (b) if Green Waste Processing Services form part of the Contract:
 - (i) the weight and composition of Green Waste recovered from the Delivered Material by the Contractor;
 - (ii) the destination of all Green Waste leaving the Green Waste Facility and the date the Green Waste left the Green Waste Facility;
 - (iii) the weight of Residue derived from the Delivered Material and delivered to a Landfill Facility by the Contractor;
 - (iv) the landfill diversion rate of the Green Waste Processing Facility; and
 - (v) implementation of the EMP, the EMS, the OH&S Management System (whichever applicable according to the General Contract Specifics), to the extent that either Party requires such records to comply with all relevant Legal Requirements; and
 - (vi) if directed by the Principal, implementation of the Operational Plan and/or Quality System (whichever applicable according to the General Contract Specifics).

7 CONTROL OF, AND ACCESS TO, THE RELEVANT FACILITY

- (a) The Contractor acknowledges and agrees that the Contractor, as between the Contractor and the Principal, owns and controls the relevant Facility.
- (b) The Principal may, on reasonable notice to the Contractor, inspect the relevant Facility. If the Principal wishes to carry out an inspection, the Contractor must provide the Principal with all reasonable assistance and access to perform such an inspection.
- (c) The Principal must, and must ensure that the Principal's Personnel, comply with the Contractor's health and safety policies when inspecting the Facility.

ATTACHMENT 1 - RECYCLABLES SORTING AND GREEN WASTE PROCESSING CONTRACT SPECIFICS

Item No	Contract Specific	Description	Clause Reference
1.	Maximum Compaction Rate	Not Used	
2.	Over-compaction Charge	Not used	2.5 and 1.1
3.	Maximum Tonnage	Not Used	2.6 and 1.1
4.	Recyclables	Not Used	3 and 1.1
5.	Green Waste	Not Used	4 and 1.1

Schedule 7 – Standards and Procedures

Not Used.

Schedule 8 – KPIs

KPI's to be agreed to by both parties and inserted prior to Contract execution.

Schedule 9 – Collection Area

SUMMARY OF COLLECTION SERVICES BY AREA

	Front Lift	Recycling	Refuse Street	Refuse Domestic	Refuse Commercial	Totals
Gnowangerup	2	345	13	275	93	713
Ongerup	1	71	12	66	19	156
Borden	1	34	6	34	2	70
	4	450	31	375	114	939

Schedule 10 – Specification

SERVICE SUMMARY

The services required involve the provision of residential and commercial waste and recycling collection services within the Shire's boundaries, which includes the main town sites of Gnowangerup, Ongerup and Borden.

General Refuse Kerbside Collection

The service includes the weekly collection and disposal of domestic and some commercial refuse from approximately 489 Council supplied 240 litre Mobile Garbage Bins (MGB's) in the designated collection areas.

The collected refuse is to be disposed of at an appropriately licenced and approved waste management facility. Currently the facility's being used for collected refuse disposal is the Gnowangerup Waste Facility located on Airport road and the Ongerup Waste Facility located on the Hassel Hwy.

Recyclables Kerbside Collection

The service also includes the fortnightly collection and disposal of recyclables from approximately 450 Council supplied 240-litre Mobile Garbage Bins (MGB's) in the designated collection areas. This includes the main town sites of Gnowangerup, Ongerup and Borden.

- The recyclable materials collected will become the property of the Contractor.
- Recyclables collected are to be disposed of at a sorting facility.
- The Shire's objective is to recover the highest percentage of recyclables as possible.

Front Lift Bin Services (Or an agreed alternative bin type and size)

The contract includes a fortnightly 4.5 m³ front-lift bin service for recyclables from each of the Shires landfills at Gnowangerup, Ongerup and Borden and the Gnowangerup Depot.

The recyclable materials collected will become the property of the Contractor.

Additional and Special Collection Services

The Shire may make special requests for additional services for any of the above services such as collections for community events or extra front lift bin movements due to bins being filled to capacity.

Additional or Special Collection Services for MGBs are to be provided at rate as per normal services.

Schedule 11 – Contract Price Schedule

Price Schedule

NON-RECYCLABLES

Item	Description	Estimated Number of Services per Week	Rates per 240 Lt Bin per lift	Annual Cost ex GST
Residential & Commercial				
1	Waste Collection Services	489	\$2.12	\$48,516.62
2	Public Street Bin Collection	31	\$2.12	\$3,075.70
Total Annual Cost ex GST				\$51,592.32
Total Annual Cost including GST				\$57,324.80

RECYCLABLES

Item	Description	Estimated Number of Services per Fortnight	Rates per 240 Lt Bin per lift	Annual Cost ex GST
Residential & Commercial				
1	Waste Collection Services	450	\$4.45	\$46,858.50
Total Annual Cost including GST				\$52,065.00

BULK RECYCLABLES

Item	Description	Estimated Number of Services per Month	Annual Cost ex GST
1	4.5m ³ Front Lift Bins - Recyclable	3	\$89.55
2	Total Annual Cost ex GST		\$3,223.80
3	Total Annual Cost including GST		\$3,546.18

The cost to service Front Lift Bins at Borden and Ongerup would be \$215.00 per bin Collection. This would obviously vary dependant on number of bins at each of these sites

Warren Blackwood Waste would also give 10% of any revenue made from Containers for change material collected in kerbside recycling to the Shire of Gnowangerup.

Schedule 12 – Variation Form

Not used.

THE COMMON SEAL of the Gnowangerup Shire was hereunto affixed by the authority of a resolution of the Gnowangerup Shire Council

In the presence of:

Principal

Signed for
Shire of Gnowangerup
by its authorised representatives:

sign here ► _____
President, Shire of Gnowangerup

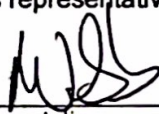
print name _____

sign here ► _____
Chief Executive Officer, Shire of Gnowangerup

print name _____

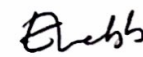
Contractor

Signed for
Warren Blackwood Waste
by its representative:

sign here ►  _____
Representative

print name Mathew Paul Webb

in the presence of

sign here ►  _____
Witness

print name Elizabeth Webb

11.2	WATER FINANCIAL HARDSHIP POLICY - 5 YEAR REVIEW
Location:	Ongerup
Proponent:	Shire of Gnowangerup
File Ref:	ICR5852
Date of Report:	05 September 2023
Business Unit:	Works
Officer:	Barry Gibbs – Acting Executive Manager Infrastructure and Assets
Disclosure of Interest:	Nil

ATTACHMENTS

- Letter from Economic Regulation Authority dated 3 July 2023
- Water Financial Hardship Policy

PURPOSE OF THE REPORT

For Council to consider community response to the current Water Financial Hardship Policy as part of the Shires review.

BACKGROUND

The Shire of Gnowangerup operates a liquid waste effluent system for the town of Ongerup. The Water Services Code of Conduct (Customer Service Standards) 2018 (Code) requires water service licensees that supply drinking water or sewerage services to have an approved financial hardship policy in place. Clause 29(7) of the Code requires a licensee to review its financial hardship policy at least once in every five-year period.

The Economic Regulation Authority approved the Shire of Gnowangerup's current financial hardship policy on 19 December 2018. The Shire's review of its financial hardship policy is now due.

Clause 29(9) of the Code requires a licensee to consult with relevant consumer organisations when reviewing its financial hardship policy. This review has to be submitted with the results of the review, including details of the Shire's consultation with relevant consumer organisations, to the ERA by 18 October 2023.

COMMENTS

The Shire of Gnowangerup's Financial Hardship Policy was first approved by the ERA and adopted by Council in February 2014. This review was last undertaken and passed at the 13 February 2019 Council meeting – item 13.1

CONSULTATION

The Shire has advertised the review of Policy WL011 in the Ongerup Grapevine (Local News Paper) over a two-week period commencing 10 August 2023 and placed the information on Shire's Website.

The Shire has received no inquiries or feedback from the Ongerup Community or Service groups with submissions closing 2 September 2023.

This process and new policy was discussed at the Council and Executive Workshop on 13 September 2023

Water Services Act 2012

Water Services Code of Conduct (Customer Service Standards) 2018

29. Financial hardship policy

- (1) A licensee must have a written policy in relation to financial hardship.
- (2) A licensee's financial hardship policy does not have effect unless it is approved by the Authority.
- (3) Unless the Authority approves otherwise, a licensee's financial hardship policy must comply with the Authority's guidelines (if any) in relation to financial hardship policies.
- (4) Subclauses (2) and (3) also apply to amendments to a licensee's financial hardship policy.
- (5) A licensee's financial hardship policy must be in effect before the end of the 6 month period starting on the day of the grant of the licensee's licence.
- (6) The financial hardship policy must be publicly available.
- (7) A licensee must review its financial hardship policy at least once in every 5 year period.
- (8) In addition to any review under subclause (7), a licensee must review its financial hardship policy if directed to do so by the Authority.
- (9) When formulating or reviewing its financial hardship policy, a licensee must consult with relevant consumer organisations.

POLICY IMPLICATIONS

Policy 4.8 Financial Hardship – Water Services will be replaced with Policy 4.8 Financial Hardship for Water Services in the Shire's Policy Manual.

FINANCIAL IMPLICATIONS

If residents connected to the sewage service require financial hardship relief the policy offers various ways to spread the payment over a longer period of time which will have a minimum impact on the Shire financial year income.

STRATEGIC IMPLICATIONS

Strategic Community Plan

Theme: A Sustainable and Capable Council.

Objective: Provide accountable and transparent leadership.

Strategic Initiative: Continue to develop a policy framework that guides decision making.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Primary Strategic Risk Category	Compliance
Description	
Residual Risk: (Low, Moderate, High, Extreme)	Low
Consequence: (Insignificant, Minor, Moderate, Major, Catastrophic)	Minor
Likelihood: (Almost Certain, Likely, Possible, Unlikely, Rare)	Unlikely

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

The objective of the proposed policy is to establish protocols that will ensure that the Shire of Gnowangerup is able to assist customers who are experiencing financial hardship. The updated policy further satisfies the statutory requirement as set out in clause 29 (7) of the Water Code. The officer believes these objectives are met with the proposed policy.

VOTING REQUIREMENTS

Absolute Majority

OFFICER RECOMMENDATION:

0923 That Council:

- **Adopts the reviewed Financial Hardship Policy for Water Services; and**
- **Authorises the CEO to place a copy of the policy on the Shire's website**



Our ref: D262557
Contact: Delma Soares
Tel: 08 6557 7918

3 July 2023

Mr Geoffrey Carberry
Asset & Waste Management Coordinator
Shire of Gnowangerup
28 Yougenup Road, C/- Post Office
GNOWANGERUP WA 6335

Sent by email to geoffrey.carberry@gnowangerup.wa.gov.au

Dear Mr Carberry

Review of financial hardship policy

The [Water Services Code of Conduct \(Customer Service Standards\) 2018](#) (Code) requires water service licensees that supply drinking water or sewerage services to have an approved financial hardship policy in place.¹ Clause 29(7) of the Code requires a licensee to review its financial hardship policy at least once in every five-year period.

The Economic Regulation Authority approved the Shire of Gnowangerup's current financial hardship policy on 19 December 2018. The Shire's review of its financial hardship policy is now due.

Clause 29(9) of the Code requires a licensee to consult with relevant consumer organisations when reviewing its financial hardship policy.

Please submit the results of the review, including details of the Shire's consultation with relevant consumer organisations, to the ERA by 18 October 2023.

The review should be based on the requirements of the current Code and the ERA's [Financial Hardship Policy Guidelines for Water Licences \(June 2018\)](#). The ERA is currently reviewing the Code, but any amendments to the Code will not be made before the five-year review of the financial hardship policy is due.

If you have any questions about this letter please contact Delma Soares, Assistant Regulatory Officer.

Yours sincerely

Alex Kroon
Assistant Director
Utility Services Regulation

¹ There are two exceptions to this requirement: licensees that only supply non-residential customers, and licensees that supply solely to members.

WATER SERVICES FINANCIAL HARDSHIP POLICY

Objective

To provide details of how the Shire of Gnowangerup can assist its Economic Regulation Authority water license customers who cannot pay a rate notice because of financial hardship.

Note: This policy is a requirement of the Shire's water license.

1.0 Purpose

This Financial Hardship Policy outlines how Shire of Gnowangerup (“**we**”) will assist a residential customer (“**you**”) who cannot pay a rate notice because of financial hardship.

Our policy applies only to the **water services portion** of your rate notice.¹ Residential tenants who have agreed with the landowner to receive a rate notice are also covered by this policy.

If you are also having difficulty paying other charges on your rate notice or if you are a commercial customer, we encourage you to still talk to us.

We are committed to working with you to find an appropriate payment solution that works for both you and us. We understand that it can be difficult to ask for support and will treat you sensitively and respectfully.

2.0 What is Financial Hardship

You will be considered to be in financial hardship if paying the water services portion of your rate notice will affect your ability to meet your basic living needs² – in short, if you have the intention but not the financial capacity to pay.

Financial hardship may, for example, be caused by:

- loss of your or a family member's primary income;
- separation or divorce from a spouse;
- domestic or family violence;
- loss of a spouse or a loved-one;
- physical and mental health problems;
- a chronically ill child;
- budget management difficulties because of low income; or

¹ This is because the *Water Services Code of Conduct (Customer Service Standards) 2018* and our water licence only require us to have a hardship policy for any water services we provide to residential customers.

² Clause 22 of the *Water Services Code of Conduct (Customer Service Standards) 2018* defines financial hardship as “being in an ongoing state of financial disadvantage in which the ability of a customer who is a residential customer to meet the basic living needs of the customer or a dependent of the customer would be adversely affected if the customer were to pay an unpaid bill”.

- other unforeseen factors affecting a customer's capacity to pay, such as reduction in income or an increase in non-discretionary expenditure.

3.0 Identifying Customers in Financial Hardship

If you think you may be in financial hardship, we encourage you to contact us as soon as possible. You may ask your financial counsellor to contact us on your behalf.

We will assess within three business days whether we consider you to be in financial hardship. If we cannot make our assessment within three business days, we will refer you to a financial counsellor for assessment.

As part of our assessment we will consider any information provided by you and if applicable your financial counsellor. We will also take into account any information we may have on your payment history.

As soon as we have made our assessment we will advise you of the outcome.

4.0 Payment Plans

If we determine that you are in financial hardship we will offer you more time to pay the water services portion of your rate notice or a payment plan for this portion. We will not charge you any fees or interest as part of your extension or payment plan.

We will involve you and if applicable your financial counsellor in setting a payment plan. When setting the conditions of the plan we will consider your capacity to pay and if relevant your usage needs.

If appropriate we will review and revise your extension or payment plan.

We do not have to offer you a payment plan if you have had two payment plans cancelled because of non-payment.

If you are a tenant we must make sure that the land owner is aware of us giving you an extension or entering into a payment plan with you before we do so. We can agree that you notify the landowner of the proposed extension or payment plan (and provide us with evidence that you have done so), or you can give us permission to notify the land owner.

5.0 Debt Reduction and Collection

If you are in financial hardship we will consider reducing the amount you owe us. We will also not commence or continue proceedings to recover your debt:

- While we are assessing whether or not you are in financial hardship; or
- If you are complying with your payment plan or another payment arrangement you have with us.

If you do not comply with your payment plan or other payment arrangement we may commence debt recovery proceedings. When collecting your debt we will comply with Part 2 of the ACCC and ASIC's *Debt collection guidelines for collectors and creditors*.

We may outsource your debt to a debt collection agency and additional fees may apply. We will ensure that any debt collection agency we engage will comply with Part 2 of the ACCC and ASIC's *Debt collection guidelines for collectors and creditors*.

6.0 Useful Information

Redirection of rate notice: We will advise you of your right to have your rate notice redirected to another person free of charge if you are absent or ill.

Payment options: You may pay your rate notice by direct debit, Centrepay, internet, telephone or post.

Please be advised that Centrepay is only available to customers who receive Centrelink payments. Paying by direct debit or Centrepay may help you manage your bills more easily as your bills will be paid through regular deductions.

For more information on your payment options please contact us.

Concessions and other financial relief assistance: You may be eligible for concession(s) and/or financial relief for your water services portion of your rate notice.

- Concessional rebates may be granted to holders of a:
 - State Seniors Card; or
 - A Commonwealth Seniors Health Card and a State Seniors Card; or
 - A Pensioner Concession Card and a State Seniors Card
- The Hardship Utility Grant Scheme provides financial assistance to Western Australians who are struggling through financial hardship and are unable to pay their utility bills. For eligibility requirements please visit [http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-\(Hardship-Utility-Grant-Scheme\).aspx](http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-(Hardship-Utility-Grant-Scheme).aspx).

Financial counselling: We will advise you of any financial counselling services or other organisations that may be available to you.

Financial counsellors offer free independent information to help you take control of your financial situation. The Yougenup Centre, 47 Yougenup Road, Gnowangerup provides offices for Southern Ag Care Inc. and Centrelink to help with financial counselling.

The Financial Counsellors' Association of WA (FCAWA) can refer you to a financial counsellor in your area. Alternatively you can call the FCAWA's Financial Counselling Helpline. The Helpline provides a free confidential service for all Western Australians with financial problems and queries. The Helpline can be contacted on 1800 007 007. Alternatively you can go to the FCAWA website, www.financialcounsellors.org, and enter your postcode to locate your closest financial counselling service.

The FCAWA's contact details are:

Financial Counsellors' Association of WA
 Phone: (08) 9325 1617
 Financial Counselling Helpline: 1800 007 007
 Email: afm@financialcounsellors.org
 Website: www.financialcounsellors.org

7.0 Fees and Charges

We will charge you for the water services we provide to you. A list of our fees and charges may be found in our Annual Budget readily available at the Shire Office, 28 Yougenup Rd, Gnowangerup, WA 6335 or they can be downloaded from our website www.gnowangerup.wa.gov.au.

The Shire of Gnowangerup can also supply a fact sheet to customers on request in person or by mail.

8.0 Complaints Handling

If you have a complaint please contact us first. Our contact details are included in section 10 below.

Our complaints handling process is available at www.gnowangerup.wa.gov.au.

If you are not satisfied with the way we handle your complaint you may refer your complaint to the Energy and Water Ombudsman. The Energy and Water Ombudsman will investigate your complaint and may mediate the dispute between you and us.

The Energy & Water Ombudsman's contact details are:

Company Name	Energy and Water Ombudsman Western Australia
In Person:	2 nd Floor, Albert Facey House 469 Wellington Street Perth WA 6000
Postal Address:	PO Box Z5386 St Georges Terrace Perth WA 6831
Phone:	08 9220 7588
Freecall:	1800 754 004* *Calls made from mobile phones will be charged at the applicable rate.
TIS:	Translating and Interpreting Service 131 450
TTY:	National Relay Service 1800 555 727
E-mail:	energyandwater@ombudsman.wa.gov.au
Website:	www.ombudsman.wa.gov.au
Fax:	(08) 9220 7599
Freefax:	1800 611 279

9.0 Approval and Review

Our policy was approved by the Economic Regulation Authority of WA.

We will review our policy at least every five years to ensure it remains up-to-date and relevant.

10.0 Our Contact Details

You can contact us at:

28 Yougenup Road, Gnowangerup, WA 6335

Phone: 08 9827 1007

Fax: 08 9827 1377

gnpshire@gnowangerup.wa.gov.au

www.gnowangerup.wa.gov.au

TIS – online at <http://www.tisnational.gov.au>

TIS – Phone 131450 Customer Code C958106

TTY/Voice calls – 133 677

Speak and listen - 1300 555 727

SMS relay - 0423 677 767

TTY - online at <http://relayservice.gov.au>

If you are deaf, or have a hearing or speech impairment, find out how to phone us at www.relayservice.gov.au.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> • Water Services Act 2012 • Water Services Regulations 2012 • Water Services Code of Conduct (Customer Service Standards) 2018
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DOCUMENT CONTROL

FINANCE

Policy Number	4.5
Responsible Officer	Asset & Waste Management Coordinator
Initial Council Adoption	26 February 2014
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 5 September 2023
Next Review Due	4 September 2028 This policy will be reviewed at least every five years or more often where circumstances require.

11.3 INVITATION TO JOIN ROAD WISE COUNCIL

Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	27 September 2023
Business Unit:	Corporate and Community Services
Officer:	David Nicholson - CEO
Disclosure of Interest:	Nil

ATTACHMENTS

Invitation from WALGA to the Shire of Gnowangerup to join and become a RoadWise Council.

PURPOSE OF THE REPORT

Council is requested to consider the invitation from WALGA to register as a RoadWise Council. This will demonstrate leadership towards initiatives and actions to improve road safety outcomes for our communities.

BACKGROUND

Correspondence has been received from WALGA inviting the Shire of Gnowangerup to sign up to a new initiative and register as a RoadWise Council.

The new RoadWise Councils Framework informs the approach WALGA's road safety team takes in supporting Local Governments in working towards delivering best practice road safety. The Framework takes into account the elements which determine the level of safety of the road transport system within the context of Local Governments.

To register, Local Governments can accept the invitation by providing a Council resolution or a written declaration of commitment to road safety and nominating at least two personnel (Officers and/or Elected Members) to be the primary point of contact for road safety matters.

The benefits for Local Governments that register as RoadWise Councils include:

- use of the RoadWise logo,
- priority access to WALGA's road safety services and products,
- exclusive quarterly meetings and support from a Road Safety Advisor,
- priority access to participate in WALGA's road safety policy development, training,
- professional development forums and knowledge-sharing workshops offered by WALGA,
- access to incentives and sponsored programs, and
- participation in the new RoadWise Recognised initiative.

The Roadwise Recognised aspect of being a RoadWise Council provides formal recognition for, and enables benchmarking and monitoring of road safety management, actions and interventions. RoadWise Recognised will assist Local Governments with continuous improvement in road safety actions and outcomes through regular support, monitoring and sharing of information.

Local Governments are encouraged to remain registered RoadWise Councils to ensure they have access to specialist advice and assistance in managing road safety at a local level to the best of their capacity and capability.

COMMENTS

By becoming a RoadWise Council the Shire will:

- Demonstrate a commitment to improve road safety outcomes within your community using the resources available to you.
- Have access to the RoadWise Council logo for use on Shire of Gnowangerup promotional communications or infrastructure.
- Gain priority access to WALGA's road safety services and products.
- Be eligible for formal recognition for road safety management and actions, including support in benchmarking and monitoring progress of road safety outcomes through the RoadWise Recognised initiative.

CONSULTATION

Some initiatives or outcomes may require community consultation which will occur when and if required.

LEGAL AND STATUTORY REQUIREMENTS

Road authorities owe all road users a duty of care and must do what is reasonable to be aware of deficiencies in the road transport system, to assess and prioritise them, and have a system for remedying them. (Austroads (2021). Guide to Road Safety Part 1: Introduction and the Safe System. <https://austroads.com.au/publications/roadsafety/agrs01>

POLICY IMPLICATIONS

NIL

FINANCIAL IMPLICATIONS

There are no budget implications to register as a RoadWise Council.

STRATEGIC IMPLICATIONS

Strategic Community Plan Theme

3. Our infrastructure objective

3.2 We prepare and maintain our assets for current and future community use.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Primary Strategic Risk Category	Financial Sustainability
Description	Inability to maintain service and infrastructure levels for the Shire
Residual Risk	Moderate
Consequence Rating	Major
Likelihood Rating	Likely

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION:

0923 That Council:

- 1. Accepts the invitation from WALGA to register as a RoadWise Council and**
- 2. Appoints Cr K O’Keeffe and Cr P Callaghan as the Shires representatives until the November Council Meeting 2023.**
- 3. Requests the CEO to formally thank WALGA for the opportunity and to provide WALGA with a copy of the minutes recording this resolution.**

8 August 2023

Our Ref: 560335NS:BB

Via email: david.nicholson@gnowangerup.wa.gov.au
Cc: damon.lukins@gnowangerup.wa.gov.au

Mr David Nicholson
Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Rd
GNOWANGERUP WA 6335

Dear Mr Nicholson

I am pleased to invite the Shire of Gnowangerup to become a RoadWise Council. This new initiative has been developed to encourage, motivate and support Local Governments to incorporate best practice road safety principles and policy across their business services to reduce the number of people killed and seriously injured on local roads.

By becoming a RoadWise Council you will:

- Demonstrate a commitment to improve road safety outcomes within your community using the resources available to you.
- Have access to the RoadWise Council logo for use on Shire of Gnowangerup promotional communications or infrastructure.
- Gain priority access to WALGA's road safety services and products.
- Be eligible for formal recognition for road safety management and actions, including support in benchmarking and monitoring progress of road safety outcomes through the RoadWise Recognised initiative.

To register as a RoadWise Council please complete the following steps:

1. Obtain a Council resolution in support of becoming a RoadWise Council OR provide a declaration signed by the Chief Executive Officer and the Mayor/Shire President.
2. Nominate at least two personnel (Officers and/or Elected Members) to be the primary point of contact for road safety matters.

We welcome your registration by submitting the attached form, together with supporting documentation, to roadwise@walga.asn.au.

If you require further information or assistance, including sample resolution or declaration wording, please contact your assigned Road Safety Advisor, Viv Gardiner, phone 0418 904 081, or email vgardiner@walga.asn.au.

Yours sincerely



Nick Sloan
Chief Executive Officer

Enclosure

11.4	POLICY REVIEW
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	14 September 2023
Business Unit:	Strategy & Governance
Responsible Officer:	David Nicholson - Chief Executive Officer
Author:	Anita Finn – Senior Governance Risk Compliance Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- Policy Register (Attachment 1)
- Amended /reviewed policies in (Attachment 2)
- New policies (Attachment 3)
- ‘COVID-19 Financial Hardship Policy’ (Attachment 4)

PURPOSE OF THE REPORT

For Council to consider and adopt the revised policies and the new introduced policies as per attached Policy Register and to revoke the ‘COVID-19 Financial Hardship Policy’.

BACKGROUND

Policies are documents designed to provide guidance to staff and Elected Members on what is to be considered when dealing with certain matters. They form the discretionary part of a Local Government’s decision making, or the component that allows Council to make policy level decisions; implementation and day-to-day delivery is carried out by staff. Policies may be amended (i.e., modified) or revoked (i.e., deleted or replaced) according to specific circumstances. This power is conveyed to Council in section 2.7(2)(b) of the Local Government Act 1995.

There is no formal obligation for the adoption and review of Council policies, except where legislation requires it. These instances are stated in the Policy Register.

Except of a small number of policies, there is no statutory deadline for conducting a review of a policy. The Shire of Gnowangerup’s last major policy review was in May 2019 (approved by Council in August 2019).

COMMENTS

Policy Review

All policies in a Local Governments should be regularly reviewed to ensure they remain contemporary and are referenced against appropriate legislation. To ensure this, a review of Shire of Gnowangerup’s policies has been initiated by the CEO and a Policy Register has been introduced.

Instead of having one complex Policy Manual, we have now dissected the policies and created a new template.

All changes to the previous policies are highlighted in the attached draft policies. After the endorsement by Council the policies will be cleared of markups for the public policies.

New policies

In addition to the review, officers have included four new policies:

- **2.18 Conducting Electronic Meetings and Attendance by Electronic Means Policy**
As part of the State Government's package of local government reforms, the Local Government (Administration) Regulations 1996 (Regulations) have been amended to enable local governments to continue to conduct council and committee meetings electronically outside of emergency situations. For consistency and transparency, it is recommended that local governments adopt a policy in relation to dealing with requests for electronic attendance at meetings and the expectations of council in relation to equipment and location.
- **3.13 Performance Improvement Policy**
The objective of this policy is to provide an employee the opportunity to address under or non-performance by implementing a performance improvement process agreed to between the Shire and employee. The performance improvement process ensures the line manager and the employee are supported by a clear framework for identifying, managing and documenting underperformance in a manner that ensures procedural fairness.
- **3.14 Internet, Email and Computer Use Policy**
This policy sets out the conditions for acceptable use of the Shire's information and communication technology (ICT) facilities. The Shire's ICT facilities include but are not limited to the network, computer systems, access to the internet and email, corporate systems and corporate hardware.
- **3.15 Secondary Employment Policy**
This policy aims to provide guidance on what the Shire defines as secondary employment, when employees are required to make an application for secondary employment and what the Shire will consider when reviewing an application for secondary employment.

Revoke the COVID-19 Financial Hardship Policy.

A Local Government (COVID-19 Response) Amendment Order 2022 (the Order) was made by the Minister for Local Government and published in the Government Gazette on 24 June 2022.

The Order extended certain financial hardship concessions for the 2022-23 financial year in relation to: interest on money owed to local governments, options for payment of rates or service charges, accrual of interest on overdue rates or service charges. Following the end of the State of Emergency on 4 November 2022, the Order will automatically revoke three months after 4 November 2022.

This means that from 3 February 2023, all the provisions in the Orders made under a State of Emergency will end, including those for financial hardship, unless a further COVID-19 declaration or State of Emergency is declared and a subsequent new Order under part 10 of the Local Government Act 1995 is made.

CONSULTATION

The revised and new policies were discussed at the Council & Executive Workshop on 13 September 2023.

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995

Section 2.7 Role of Council

Paragraph (2)(b)

2.7. *Role of council*

- (2) *Without limiting subsection (1), the council is to —*
(b) determine the local government's policies.

POLICY IMPLICATIONS

The major review of Council's policies has resulted in changes to the content and format.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Updated and new policies are intended to provide the Shire with clearer direction to guide the CEO and staff in the execution of decisions of Council, achieve the strategic direction of the Shire of Gnowangerup and maintain legislative compliance.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Primary Strategic Risk	Adverse regulatory change
Description	Potentially changes to regulatory landscape
Residual risk	That will have an adverse effect on the Shire's ability to maintain adequate compliance
Consequence	Mayor
Likelihood	Possible

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

Officers have revised the Shire of Gnowangerup policies and developed new policies to ensure compliance with recent legislation and help to provide a contemporary guidance for the day-to-day operations of the Shire. For that reason, it is appropriate that the revised and new policies are considered and adopted.

VOTING REQUIREMENTS

Absolute majority decision will be required for the adoption of some policies. Given the revised and new policies are being presented en bloc for Council consideration, the revised, new and revoked policies should be adopted by absolute majority,

Absolute Majority

OFFICER RECOMMENDATION:

0923. That Council:

- 1. Adopts by absolute majority,**
 - a. the revised policies in Attachment 2**
 - b. the new policies in Attachment 3**
 - c. to revoke the 'COVID-19 Financial Hardship Policy' in Attachment 4.**

- 2. Resolves that the preferred electronic means for remote attendance of an Electronic meeting as per the policy 'Conducting Electronic Meetings and Attendance by Electronic Means' are Microsoft Teams and telephone.**

- 3. Authorises the CEO to place a copy of the policies on the Shire's website.**

ATTACHMENT 1 - Policy Register

GNP POLICY		RESPONSIBLE OFFICER	ADOPTED	LAST REVIEW DATE UP TO FY 2021/2022	MAJOR REVIEW 2023/2024	REVIEW CYCLE	NEXT REVIEW DUE
1	CORPORATE & COMMUNITY DEVELOPMENT						
1.1	ABORIGINAL INDIGENOUS ENGAGEMENT POLICY	CDM/CDC	14/02/2018	31-May-19	31-Aug-23	every 3 years	31-Aug-26
2	STRATEGY & GOVERNANCE						
2.1	COUNCILLORS' ENTITLEMENT POLICY	CEO	22/06/1998	31-May-19	31-Aug-23	Annually	31-Aug-24
2.2	GRAFFITI MANAGEMENT POLICY	Manager Infrastructure	22/06/1998	31-May-19	31-Aug-23	every 5years	31-Aug-28
2.3	COMMUNICATIONS AND SOCIAL MEDIA POLICY	DCEO	22/06/1998	31-May-19	31-Aug-23	every 2 years	31-Aug-25
2.4	RECORDS MANAGEMENT POLICY	RRO	24/04/2013	31-May-19	31-Aug-23	every 2 years	31-Aug-25
2.5	RISK MANAGEMENT POLICY	SGRMO	28/08/2019		31-Aug-23	every 2 years	31-Aug-25
2.6	EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL POLICY	RRO	22/06/1998	31-May-19	31-Aug-23	Annually	31-Aug-24
2.7	BUSINESS CONTINUTY MANAGEMENT POLICY	DCEO	28/08/2019		31-Aug-23	every 3 years	31-Aug-26
2.8	CUSTOMER SERVICE POLICY	SFO	16/12/2015	31-May-19	31-Aug-23	every 3 years	31-Aug-26
2.9	PERSONAL MOBILE DEVICE (BYOD) POLICY	DCEO	21/12/2016	31-May-19	31-Aug-23	every 3 years	31-Aug-26
2.10	RELATED PARTIES TRANSACTIONS POLICY	EA	25/10/2017	31-May-19	31-Aug-23	every 2 years	31-Aug-25
2.11	APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER POLICY	DCEO	28/04/2021		31-Aug-23	every 2 years	31-Aug-25

GNP POLICY		RESPONSIBLE OFFICER	ADOPTED	LAST REVIEW DATE UP TO FY 2021/2022	MAJOR REVIEW 2023/2024	REVIEW CYCLE	NEXT REVIEW DUE
2.12	LEGISLATIVE COMPLIANCE POLICY	SGRMO	28/08/2019		31-Aug-23	every 3 years	31-Aug-26
2.13	INTERNAL CONTROL POLICY	DCEO	28/08/2019		31-Aug-23	every 3 years	31-Aug-26
2.14	COUNCIL BRIEFING SESSIONS/WORKSHOPS PROTOCOLS POLICY	SGRMO	28/08/2019		31-Aug-23	every 2 years	31-Aug-25
2.15	PUBLIC INTEREST DISCLOSURES POLICY	DCEO	28/08/2019		TO BE REVIEWED		
2.16	COUNCILLORS PROFESSIONAL DEVELOPMENT POLICY	SGRMO	18/12/2019		31-Aug-23	Local Government Act 1995 requires that this policy be reviewed after	31-Oct-23
2.17	ATTENDANCE AT EVENTS POLICY	SGRMO	25/03/2020	25-Mar-20	31-Aug-23	This policy be reviewed after each ordinary election	31-Oct-23
2.18	CONDUCTING ELECTRONIC MEETINGS AND ATTENDANCE BY ELECTRONIC MEANS POLICY	CEO	NEW POLICY		31-Jul-23	Annually	31-Jul-24

3	HUMAN RESOURCES & COMMUNICATIONS						
3.1	TRAINING AND DEVELOPMENT POLICY	DCEO	28/10/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25
3.2	DISPUTE RESOLUTION AND GRIEVANCE POLICY	DCEO	22/06/1998	31-May-19	31-Aug-23	every 2 years	31-Aug-25
3.3	EMPLOYEE STUDY ASSISTANCE POLICY	DCEO	28/10/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25
3.4	WORK HEALTH AND SAFETY POLICY	WHS Officer	28/10/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25
3.5	HARRASSMENT, BULLYING AND ANTI-DISCRIMINATION- DISCRIMINATION, HARASSMENT AND BULLYING POLICY	DCEO	28/10/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25
3.6	STAFF HOUSING POLICY	DCEO	16/12/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25

GNP POLICY		RESPONSIBLE OFFICER	ADOPTED	LAST REVIEW DATE UP TO FY 2021/2022	MAJOR REVIEW 2023/2024	REVIEW CYCLE	NEXT REVIEW DUE
3.7	OSH CONTRACTORS MANAGEMENT POLICY	DCEO	16/12/2015	31-May-19	TO BE REVIEWED		
3.8	FITNESS FOR WORK POLICY	DCEO	19/02/2018	31-May-19	TO BE REVIEWED		
3.9	RECRUITMENT AND SELECTION POLICY	DCEO	18/12/2019		31-Aug-23	every 2 years	31-Aug-25
3.10	EMPLOYEE RECOGNITION GRATUITY POLICY	DCEO	26/04/2018	24-Nov-21	31-Aug-23	Annually	31-Aug-24
3.11	EMPLOYEE - OTHER LEAVE	DCEO	23/10/2019		31-Aug-23	every 2 years	31-Aug-25
3.12	DISCIPLINARY POLICY	DCEO	28/10/2020		31-Aug-23	every 2 years	31-Aug-25
3.13	PERFORMANCE IMPROVEMENT POLICY	DCEO	NEW	N/A		every 2 years	31-Aug-25
3.14	INTERNET, EMAIL AND COMPUTER USE POLICY	DCEO	NEW	N/A		Annually	31-Aug-24
3.15	SECONDARY EMPLOYMENT POLICY	DCEO	NEW	N/A		every 2 years	31-Aug-25

4.	FINANCE						
4.1	PURCHASING POLICY	SFO	22/06/1998	28-Jul-21	TO BE REVIEWED		
4.2	COLLECTION OF NON-RATES DEBTS POLICY	SFO	18/04/2007	31-May-19	TO BE REVIEWED		
4.3	INVESTMENT POLICY	SFO	25/08/2007	31-May-19	31-Aug-23	every 2 years	31-Aug-25
4.4	CORPORATE CREDIT CARD POLICY	SFO	22/05/2013	31-May-19	31-Aug-23	Annually	31-Aug-24

GNP POLICY		RESPONSIBLE OFFICER	ADOPTED	LAST REVIEW DATE UP TO FY 2021/2022	MAJOR REVIEW 2023/2024	REVIEW CYCLE	NEXT REVIEW DUE
4.5	WATER SERVICES FINANCIAL HARDSHIP POLICY Presented to Council under separate report	AWMC	26/02/2014	31-May-19	05-Sep-23	statutory: every 5 years	04-Sep-28
4.6	WAIVER OF RUBBISH AND RECYCLING CHARGES POLICY	DCEO	23/05/2007	31-May-19	31-Aug-23	every 2 years	31-Aug-25
4.7	SELF SUPPORTING LOANS TO COMMUNITY ORGANISATIONS POLICY	SFO	28/10/2015	31-May-19	31-Aug-23	every 2 years	31-Aug-25
4.8	SIGNIFICANT ACCOUNTING POLICIES	SFO	16/12/2015	31-May-19	TO BE REVIEWED		
4.9	BUY LOCAL POLICY - REGIONAL PROCE PREFERENCE	SFO	21/12/2016	27-Apr-20	31-Aug-23	Annually	31-Aug-24
4.10	RATES CONCESSIONS - NEW BUSINESS POLICY	SFO	28/08/2019		31-Aug-23	Annually	31-Aug-24
4.11	PETTY CASH AND CASH TILL FLOATS POLICY	SFO	13/02/2019	31-May-19	TO BE REVIEWED		
4.12	NON-CURRENT ASSETS POLICY	SFO	23/10/2019		TO BE REVIEWED		
	COVID-19 FINANCIAL HARDSHIP POLICY	SFO	27/05/2020		POLICY TO BE WITHDRAWN		
4.13	FAMILY VIOLENCE HARDSHIP POLICY FOR WATER SERVICES	AWMC	24/03/2021	-	12-Jan-23	statutory: every 5 years	11-Jan-24

5	INFRASTRUCTURE, ENVIRONMENT & ASSET MANAGEMENT						
5.1	ASSET MANAGEMET POLICY	SFO	25/10/2017	31-May-19	31-Aug-23	every 5 years	31-Aug-28
5.2	MOTOR VEHICLE POLICY	AWMC	22/09/2012	31-May-19	31-Aug-23	Annually	31-Aug-24
5.3	GNOWANGERUP AIRSTRIP LOCAL PLANNING POLICY	AWMC	22/04/2015	31-May-19	TO BE REVIEWED		

GNP POLICY		RESPONSIBLE OFFICER	ADOPTED	LAST REVIEW DATE UP TO FY 2021/2022	MAJOR REVIEW 2023/2024	REVIEW CYCLE	NEXT REVIEW DUE
5.4	GATE PERMITS POLICY	MW	24/08/2016	31-May-19	31-Aug-23	every 5 years	31-Aug-28
5.5	USE OF SMALL PLANT & EQUIPMENT BY EMPLOYEES POLICY	MW	13/06/2016	31-May-19	TO BE REVIEWED		



INDIGENOUS ABORIGINAL ENGAGEMENT POLICY

Objective

- To provide guidance to Shire staff and the wider community in relation to Indigenous Aboriginal ceremonial cultural protocols and to assist with greater inclusion of local Indigenous Aboriginal people in regard to Shire services, initiatives, projects and activities.
- To facilitate consistent standards of engagement and to maintain compliance with cultural protocols associated with the first people of the local area.

OUR COMMITMENT

The Shire of Gnowangerup strives to build and maintain positive, long-term, trusting and respectful relationships with Indigenous communities. We are committed to protecting cultural heritage and improving Indigenous participation through employment, training and business enterprise opportunities.

We will ensure our workers have appropriate cultural awareness training and understand their obligations within agreements and to the protection of cultural heritage sites.

1.0 Definitions:

Welcome to Country: “A Welcome to Country ceremony gives traditional owners, the Noongar peoples, the opportunity to formally welcome people to their land. This ceremony should be undertaken by Elders acknowledged as such by their family and community.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

Non-Aboriginal Non-Indigenous Acknowledgement: “An Acknowledgment of Country is a way that non-Aboriginal non-Indigenous people can show respect for Noongar heritage and the ongoing relationship of traditional owners with the land.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

- 2.0 The Shire of Gnowangerup recognises that the first people of the local area are the Noongar People. The Noongar people are the traditional owners of the Land within the boundaries of the Shire of Gnowangerup. In the spirit of reconciliation, the Shire will acknowledge the traditional owners during the development and implementation of community events, activities and projects.

- 3.0 This policy will assist Council to integrate cultural protocols and culturally secure practices into the delivery of Shire run community services, projects and activities.
- 4.0 “The Chair of the meeting, or the principal speaker begins the meeting by acknowledging that the meeting is taking place in the country of the traditional owners. Those who acknowledge the country, can ‘acknowledge all the traditional owners of the land’ or can ‘acknowledge the traditional owners of this land’ without naming those people.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> NIL
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DOCUMENT CONTROL

CORPORATE & COMMUNITY DEVELOPMENT

Policy Number	1.1
Responsible Officer	Community Development Manager / Coordinator
Initial Council Adoption	14 February 2018
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2026 This policy will be reviewed every 3 years or more often where circumstances require.

COUNCILLORS' ENTITLEMENT POLICY

Objective

- To provide guidelines on the support and allowances available to Councillors within the provisions of the *Local Government Act 1995*, including cover for any 'out of pocket' expenses that are incurred in carrying out their function as an elected member.
- To provide guidelines relating to the participation of Councillors at conferences and training seminars.

1.0 Fees and Allowances

Meeting fees and allowances for Councillors are determined by the Salaries and Allowances Tribunal. All local governments in Western Australia fall into one of four "bands", which then provides a range within which a Council can set fees and allowances. **for its Councillors.**

1.1 President and Deputy President Allowances, Annual Meeting Attendance Fees and Communications Allowances

Presidential and Deputy Presidential Allowances, Annual Meeting Attendance Fees and Communications Allowances will be paid within the range set by the Salaries and Allowances Tribunal from time to time, with the specific amount to be determined by Council in its annual adopted Budget.

1.2 Payment of Meeting Fees and Allowances

All meeting fees and allowances are paid **biannually in June and December.**

2.0 Reimbursement of Expenses

2.1 Motor Vehicle Travel Expenses (S 5.98(2))

In accordance with Regulation 31 of the *Local Government (Administration) Regulations 1996*, Councillors will be reimbursed for travel expenses incurred with respect to the actual cost of travelling from their place of residence to attend:

- (a) An Annual or Special meeting of Electors;
- (b) An Ordinary or Special meeting of Council;
- (b) A meeting of a Committee of which they are a member (or a deputy member attending in place of a member);
- (c) Visits by Ministers of the Crown;
- (d) Council Inspection Tours;

- (e) Any meeting of a body to which the Councillor has been appointed by Council, unless the Councillor is eligible to claim reimbursement of travel costs direct from that body;
- (f) A Shire of Gnowangerup civic function* to which Councillors have been invited;
- (g) A meeting with the Chief Executive Officer or an Executive Manager at the officer's request;
- (h) A training seminar that is relevant to their role as a councillor and has been approved by the Council; or
- (i) Any other meeting, function or event which they have been asked to attend in their role as Councillor by Council, the Shire President or the Chief Executive Officer.

The rate of reimbursement will be in accordance with that specified by the *Local Government Officers' (Western Australia) Interim Award 2011*.

Reimbursement will be undertaken ~~biannually~~, in June and December following the submission of one or more signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim form.

**For the purposes of this Policy, "Civic Function" means an official function arranged by the Shire of Gnowangerup (i.e. Annual Australia Day Ceremony).*

2.2 Parking Expenses (S 5.98(2))

Parking expenses associated with any of the attendances referenced in Clause 2.1 will be reimbursed ~~on a biannually~~, in June and December, provided that relevant parking receipts are attached to the signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim forms.

2.3 Childcare Expenses (S 5.98(2))

In accordance with Regulation 31 of the *Local Government (Administration) Regulations 1996*, Councillors will be reimbursed for childcare costs incurred as a result of any of the attendances referenced in clause 2.1.

Childcare costs will not be paid where the care is provided by a member of the immediate family or relative living in the same premises as the Councillor.

The Shire of Gnowangerup will reimburse childcare costs either at the actual cost per hour or ~~\$12.00~~ \$35 per hour, whichever is the lesser amount. Formal receipts must be kept and attached to the claim for reimbursement.

Reimbursement will be undertaken ~~biannually~~, in June and December, following the submission of one or more signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim form.

2.4 Other Expenses

Other reasonable expenses (including accommodation, laundry costs, meals, refreshments (excluding alcohol), parking and taxi charges, telephone calls and other appropriate out of pocket expenses) incurred by Councillors in connection with an attendance as specified in either clause 2.1, clause 4 or clause 5 may be reimbursed, provided that authorisation has been received from the Chief Executive Officer prior to the expenditure taking place.

3.0 Items to be provided to Councillors

3.1 Tablet/iPad

Councillors will be issued with a tablet/iPad at the commencement of each four-year term.

- (a) The maximum value of the tablet will be capped at \$1,000;
- (b) The Shire's IT subcontractors will provide reasonable support for Shire-supplied IT equipment. All requests for assistance are to be directed to the Deputy CEO in the first instance.
- (d) Councillors are entitled to utilise their Shire-provided tablet for both Shire and private purposes (including electoral campaigning).
- (e) All tablets will be "changed-over" four years after their date of purchase.

3.2 Corporate Apparel and Business Cards

Councillors will be issued with a name badge at the commencement of their first four-year term, such items to be replaced as required at the Councillor's request.

Councillors can request Business Cards to assist them to fulfill their community engagement duties.

4.0 Training Registration

Provided that expenditure is within the constraints of the Shire's adopted annual Budget, the Chief Executive Officer is authorised to arrange, at the Shire's cost and at the request of a Councillor, the registration of that Councillor at any:

- (a) Training session conducted by WALGA; or
- (b) Any other training considered by the Shire President to be directly relevant to the Shire's affairs.

5.0 Conferences and Seminars Registration

5.1 Where Accommodation and/or Airfares are not required

Provided that expenditure is within the constraints of the Shire's adopted annual Budget, the Chief Executive Officer is authorised to arrange, at the Shire's cost and at the request of a Councillor, registration at professional conferences which:

- (a) are considered by the Shire President to be directly relevant to the Shire's affairs; or
- (b) are convened by WALGA; and
- (c) do not necessitate arrangements for accommodation or airfares.

Registrations of this type will include registration for any applicable conference dinner, should the Councillor wish to attend same

5.2 Where Accommodation and/or Airfares are required

Requests for registration at events requiring the provision of accommodation and/or airfares **will must** be submitted to Council for consideration.

5.3 Booking Arrangements Relevant to Clauses 4 and 5

- (a) In the event that three or more requests are received to attend the same opportunity or conference, or the annual Budget allocation is exceeded, then the matter **will must** be submitted to Council for consideration.
- (b) Attendees will provide a report on their attendance at the next Council meeting following the training or conference.
- (c) Any request for attendance at a training opportunity or conference that falls within the last three months of a Councillor's term of office will be referred to Council for approval. For the purposes of clarity, the date from which clause takes effect will be the date on which the training opportunity or conference commences.
- (d) The Shire will not pay for partners and spouses to accompany Councillors on Council business, other than for attendance at an official conference dinner. Partners and spouses may accompany Councillors at other times at their own expense.

6.0 Upon Retirement (S 5.100A)

6.1 Councillors who retire or are not returned to Council after serving at least one full four-year term will be entitled to a gift of up to approximately \$100 per year of service in recognition of their commitment to Council and the Community. The maximum value of the gift shall not exceed \$1,000.

6.2 All Councillors who retire or are not returned to Council will receive the following-

- (a) A Certificate bearing the Council seal;
- (b) A Certificate of Service including dates of service; and
- (c) A Certificate of Shire Presidential Service will be issued to Councillors who have served as the Shire President, including dates of service.

- 6.3 All Councillors who retire or are not returned to Council will be entitled to a formal dinner function or an informal cocktail/sundowner/lunch function. The details of the function are to be determined by the Shire President.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Local Government Act 1995; Sections 7A & 7B ; Local Government (Administration) Regulations
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.1
Responsible Officer	Chief Executive Officer
Initial Council Adoption	22 June 1998
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2024.</p> <p>This policy will be reviewed annually or more often where circumstances require.</p>

GRAFFITI MANAGEMENT POLICY

Objective

- To set out Council's position on graffiti and its management.
- To outline Council's strategy to reduce graffiti.

- 1.0 The Shire of Gnowangerup recognises that illegal graffiti is a community concern that adversely affects the social, environmental and economic fabric of the local community. It creates a negative perception of safety in the local community, thus impacting on the wellbeing and social cohesion of the community.
- 2.0 Illegal graffiti has a negative effect on the streetscape and urban environment and detracts from community pride of the local area. The considerable financial costs involved in removing graffiti also impose economic impacts on individuals, businesses, Council and the wider community. Council will not tolerate illegal graffiti and is committed to reducing and preventing graffiti in public spaces and on public and private property.
- 3.0 The Shire's Graffiti Management Procedure defines the Shire's role in reducing the incidence and visibility of graffiti and additionally minimising the social, environmental and economic impacts within the Shire of Gnowangerup.
- 4.0 Council's overall goal and long-term commitment is to reduce the incidence of illegal graffiti through a multi-faceted and strategic approach incorporating seven core elements:
 - Removal;
 - Education;
 - Enforcement;
 - Prevention;
 - Engagement;
 - Monitoring; and
 - Strategic initiatives.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Graffiti Vandalism Act 2016
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.2
Responsible Officer	Executive Manager Infrastructure and Assets
Initial Council Adoption	22 June 1998
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2028 This policy will be reviewed every five years or more often where circumstances require.

COMMUNICATIONS AND SOCIAL MEDIA POLICY

Objective

To establish protocols for the Shire of Gnowangerup Council, Chief Executive Officer (CEO) and employees who, acting as a representative of the Shire, make public comment or provide information to the media about the Shire's activities.

1.0 Policy Statement

1.1 The purpose of the Shire's official communications include:

- (a) Sharing information required by law to be publicly available;
- (b) Sharing information that is of interest and benefit to the community;
- (c) Promoting events and services;
- (d) Promoting public notices and community consultation and engagement opportunities;
- (e) Answering questions and responding to requests for information relevant to the role of the Shire; and
- (f) Receiving and responding to community feedback, ideas, comments, compliments and complaints.

1.2 The Shire's communications will be consistent with relevant legislation, policies, standards and the positions adopted by Council. The Shire's communications will always be respectful and professional.

1.3 The Shire may use a combination of different communication modes to suit the type of information to be communicated and the requirement of the community or specific audience.

2.0 General Provisions

~~2.1 The President shall be the spokesperson for a media release or comment unless the content relates to a staff or organisational issue. In this instance, the CEO, or nominated delegate, will be the spokesperson.~~

~~2.2 A nominated spokesperson must ensure they are available to be contacted for interviews.~~

2.3.1 All comments to the media shall be presented positively and reflect the values of the Shire.

2.3.2 All media releases and responses to the media must be approved by the CEO or the President.

3.0 Speaking on behalf of the Shire

~~3.1 The President speaks to the media on behalf of the Council on matters related to the governance of the Shire of Gnowangerup, except when the President is unable to perform this function. Where the President is unavailable, the Deputy President may act as the spokesperson.~~

~~If the President and Deputy President are both unavailable to speak to the media, then another councillor or the CEO may be appointed by the President or Deputy President to speak on the Council's behalf.~~

3.1 The President speaks to the media on behalf of the Shire on matters related to the governance of the Shire of Gnowangerup. The CEO speaks on behalf of the Shire, where authorised to do so by the President.

If the President and the CEO are both unavailable to speak to the media, the Deputy President acts as the spokesperson.

3.2 Communications by Elected Members, whether undertaken in an authorised official capacity, or as a personal communication must not:

- (a) Bring the Shire into disrepute;
- (b) Compromise the person's effectiveness in their role with the Shire;
- (c) Imply the Shire's endorsement of personal views; or
- (d) Disclose, without authorisation, confidential information.

~~3.3 All enquiries from the media for an official Shire comment, whether made to an individual Elected Member or Employee, must be directed to the CEO, or a person authorised by the CEO. Information will be coordinated to support the President or CEO (where authorised) to make an official response on behalf of the Shire.~~

3.4.3 Any public statement made by an Elected Member, whether made in a personal capacity or in their local government representative capacity, must:

- (a) Clearly state that the comment or content is a personal view only, which does not necessarily represent the views of the Shire;
- (b) Be made with reasonable care and diligence;
- (c) Be lawful, including avoiding contravention of; copyright, defamation, discrimination or harassment laws;
- (d) Be factually correct;
- (e) Avoid damage to the reputation of the local government;
- (f) Not reflect adversely on a decision of the Council;

- (g) Not reflect adversely on the character or actions of another elected member or employee; and
- (h) Maintain a respectful and positive tone and not use offensive or objectionable expressions in reference to any elected member, employee or community member.

3.5 An Elected Member who is approached by the media for a personal statement may request the assistance of the CEO.

4.0 Social Media

4.1 Social Media is used to facilitate interactive information sharing and to provide responsive feedback to our community. Social Media will not however, be used by the Shire of Gnowangerup to communicate or respond to matters that are complex or relate to a person's or entity's private affairs.

4.2 The Shire may post and contribute to Social Media hosted by others, so as to ensure that the Shire's strategic objectives are appropriately represented and promoted.

4.3 The Shire may actively seek ideas, questions and feedback from our community however, when doing so we expect participants to behave in a respectful manner. The Shire will moderate its Social Media accounts to address and where necessary delete content which is deemed as:

- (a) Offensive, abusive, defamatory, objectionable, inaccurate, false or misleading;
- (b) Promotional, soliciting or commercial in nature;
- (c) Unlawful or incites others to break the law;
- (d) Information which may compromise individual or community safety or security;
- (e) Repetitive material copied and pasted or duplicated;
- (f) Content that promotes or opposes any person campaigning for election to the Council, appointment to official office, or any ballot;
- (g) Content that violates intellectual property rights or the legal ownership of interests or another party; and
- (h) Any other inappropriate content or comments at the discretion of the Shire.

4.4 Where a third-party contributor to a Shire's social media account is identified as posting content which is deleted in accordance with the above, the Shire may at its complete discretion block that contributor for a specific period of time or permanently.

4.5 In accordance with the *Code of Conduct for Council Members, Committee Members & Candidates*, a council member, committee member or candidate —

- (a) must ensure that their use of social media and other forms of communication complies with this code; and

(b) must only publish material that is factually correct.

5.0 Record Keeping and Freedom of Information

Official communications undertaken on behalf of the Shire, including on the Shire's Social Media accounts and third-party social media accounts must be created and retained as local government records in accordance with the Shire's Record Keeping Plan and the *State Records Act 2000*. These records are also subject to the *Freedom of Information Act 1992*.

6.0 Personal Communications

Personal communications and statements made privately in conversation, written, recorded email or posted in personal social media have the potential to be made public, whether it was intended to be made public or not.

Therefore, on the basis that personal or private communications may be shared or become public at some point in the future, Elected Members and employees must ensure that their personal or private communications do not breach the requirements of this policy, the Code of Conducts and/or *the Local Government (Model Code of Conduct) Regulations 2021* ~~Local Government (Rules of Conduct) Regulations 2007~~.

For Elected Members, comments which become public and which breach this policy, the Code of Conduct or the *Local Government (Model Code of Conduct) Regulations 2021* ~~Local Government (Rules of Conduct) Regulations 2007~~, may constitute a serious breach of the *Local Government Act 1995* and may be referred for investigation.

~~For Employees, comments which become public and which breach this policy may face disciplinary action under the Council's disciplinary procedure. The nature of any disciplinary action taken will be dependent upon the nature, extent and circumstances of the breach.~~

7.0 Employees and Volunteers

In accordance with the *Code of Conduct for Employees and Volunteers*

Professional Communications

(a) All aspects of communication by employees (including verbal, written and electronic), involving the Shire of Gnowangerup's activities should reflect the status, values and objectives of the Shire of Gnowangerup, in accordance with the Shire's Communications and Social Media Policy.

(b) The Shire President and the Chief Executive Officer (or their delegated nominees) are the only people authorised to represent the views of the Council or the Shire to the media.

(c) 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 Gnowangerup, 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.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> • Local Government (Model Code of Conduct) Regulations 2021 • Local Government Act 1995 • Code of Conduct for Council Members, Committee Members & Candidates • Code of Conduct for Employees & Volunteers • State Records Act 2000 • Freedom of Information Act 1992
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.3
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	22 June 1998
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

RECORDS MANAGEMENT POLICY

Objective

- To provide record keeping principles that identify and protect local government records of continuing value.
- To provide guidance on the disposal of local government records, particularly those that have no continuing value.
- To define strategies that will support and document accountability and responsibility throughout the local government.
- To demonstrate to Elected Members how to establish an audit trail tracing the justifications and authorisations for certain courses of action.
- To reinforce that all records are to be managed according to whether they are significant or ephemeral, vital or non-vital and in accordance with their security classification.
- To reinforce that all communication in the form of records which are handled, received or generated by the Shire of Gnowangerup whether paper or electronic, whether internal or external, are to be captured within the appropriate recordkeeping system (SynergySoft).
- To reinforce that all records are not to be removed from the Shire of Gnowangerup's sites unless in accordance with the approved retention and disposal schedule, or in the custody of an officer performing official business.

1.0 Definitions

Council means the Council of the Shire of Gnowangerup (the Elected body).

Shire means the Shire of Gnowangerup (the administration).

GDALG means the General Disposal Authority for Local Government Records.

Local Government employee means:

- a person who, whether or not an employee, alone or with others governs, controls or manages a local government organisation;
- a person who, under the Public Sector Management Act 1994, is a public service officer of a local government organisation; or
- a person who is engaged by a local government organisation, whether under a contract for services or otherwise;

and includes, in the case of a local government organisation referred to in the *Public Sector Management Act 1994* Schedule 1 items 5 or 6, a ministerial officer assisting the organisation.

Local Government Records means a record created or received by or for a local government organisation or a local government organisation employee or contractor in the course of the work for the organisation.

Records means any record of information however recorded and includes:

- (a) anything on which there is writing or Braille;
- (b) a map, plan, diagram or graph,
- (c) a drawing, pictorial or graphic work, or photograph;
- (d) anything on which there are figures, marks, perforations, symbols, having a meaning for persons qualified to interpret them;
- (e) anything for which images, sounds or writings can be reproduced with or without the aid of anything else; and
- (f) anything on which information has been stored or recorded either mechanically, magnetically or electronically.

State Archive means a state record that is to be retained permanently.

Government Records (or Public Records)

Records created or received by a public officer or Elected Member in the course of their duties regardless of whether the communication is between staff in the same agency, between different agencies or between public officers and Members of the community (both private and business).

Ephemeral Records

Ephemeral records are duplicated records and/or those that have only short-term value to the Shire, with little or no on-going administrative, fiscal, legal, evidential, or historical value. They may include insignificant drafts and rough notes, records of routine enquiries.

Significant Records

Significant records contain information which is of administrative, legal, fiscal, evidential or historical value and are not recorded elsewhere on the public record. They describe an issue, record who was involved, record why a decision was made and may embody actual guidelines.

Important note: distinguishing between significant and ephemeral records is a matter of judgement and the above definition can only act as a guide. Reference to "records" in this guideline document should be read as relating to significant public records unless other stated.

Vital Records

Vital records are records which are essential to the continued business of the Shire. Vital records include those that protect the rights of individuals and the Shire and are absolutely essential for the Shire's reconstruction in an event of a disaster.

The Shire of Gnowangerup considers the following as vital records:

Leases from and to Council, Licenses held by Council, Agreements (Contracts), Guarantees/Warranties, Planning Agreements (Town Planning Scheme), Occupation Agreements, Vesting Orders, Council and Committee Minutes & Agendas, Cemetery Records, Payroll Records, General Ledgers, Rate Books, Deeds/Titles, Financial documents such as Budgets and Annual Financial Statements and any documents detailing approvals of some kind.

Non-Records

Non-records are documents that are generally available in the public domain and do not form part of a business process in respect to the Shire's activities. They are generally used for reference and information purposes, such as reports or plans from another organisation, a published directory or a training manual of a third party.

Records Disposal

Disposal/archiving is conducted in accordance with the General Disposal Authority for Local Government Records. Records are stored onsite at the Shire of Gnowangerup Office and offsite at the Shire of Gnowangerup Works Depot.

2.0 Policy Statement

- 2.1 The Shire recognises that its records are a local government owned asset and will ensure that they are managed as such. Ownership and proprietary interest of records created or collected during the course of business (including those from outsourced bodies or contractors) are vested in the Shire of Gnowangerup.
- 2.2 This policy applies to all Council records created or received by a Shire employee, contractor or Elected Member, or an organisation performing outsourced services on behalf of the Shire of Gnowangerup, regardless of their physical format, storage location or date of creation.
- 2.3 Local Government Records of Continuing Value

Local government records of continuing value are records created or received which:

- (a) Contain information that is of administrative value to the Shire and the Council. These records may be referred to for many administrative purposes, including the need:
 - (i) to check an interpretation of Council policy or the rationale behind it;
 - (ii) to check the facts on a particular case or provide information to management;
 - (iii) to monitor progress and coordination of responses to issues;
 - (iv) to document formal communications and/or transactions (e.g. a minute, report or submissions) between Elected Members and another party; and

- (v) to document Elected Members' decisions, directives, reasons and actions.
- (b) Contain information that is of legal value to the Shire and the Council on the basis that there are statutory requirements or court orders that stipulate the retention of records, which must be observed.
- (c) Contain information of fiscal value to the Shire and the Council that includes original records documenting the receipt, expenditure and control of public money that must be left for a period of time and will facilitate transparent accountability by the officers responsible.
- (d) Contain information of **evidential value** to the Shire and the Council such as those that contain information about the legal rights and obligations of the local government including Elected Members, ratepayers, organisations and the general community.
- (e) Contain information of **historical value** to the Shire and the Council, and to the State.

2.4 Local Government Records of No Continuing Value

Local Government records of no continuing value are records which:

- (a) Are considered ephemeral (short lived) in that they do not have the attributes stated above and only need to be kept for a limited or short period of time, for example, a few hours or a few days.
- (b) Have only a facilitative or routine instructional value and are used to further some minor activity.

2.5 Elected Member Roles and Responsibilities

Records will be created and kept which properly and adequately record the performance of Member functions arising from their participation in the decision-making processes of Council through the creation and retention of records of meetings of Council and Committees of Council. All significant Elected Member records that come through the Shire's administration will be captured into the Shire Record Keeping System.

2.5.1 Appointment Books, Calendars and Diaries

Diaries, appointment books and desk calendars are generally used to record appointments. They may also be used to record messages and notes, some of which may only be a note of a routine nature, and some of which may be of significance to the conduct of Shire or Council business.

It is strongly recommended that Elected Members maintain separate diaries or appointment books for personal and official use.

Elected Members' diaries or appointment books which have been used to:

(a) record basic information such as dates and times of meetings and other appointments; or

(b) record notes and messages, which have been recorded elsewhere and incorporated into the Shire's record keeping system;

have no continuing value and may be destroyed when reference to them ceases.

Elected Members' diaries and appointment books, which have been used to record notes and messages of significance to Council business and are not recorded elsewhere have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system.

2.5.2 Drafts

A draft record is the preliminary form of any writing in electronic or paper formats. Draft records include outlines of addresses, speeches, reports, correspondence, file notes, preparatory notes, calculations and earlier versions of the draft. Drafts may or may not be circulated to other Elected Members or staff of the Council for comment or revision.

Draft documents which are:

(a) addresses, speeches, reports, correspondence, file notes that are not circulated to other Elected Members or staff of the Council and of which the final version has been produced and forwarded for incorporation into the Shire record keeping system; and

(b) circulated to other Elected Members or staff of the Shire, where only editorial or typographical changes have occurred and of which a final version has been produced and forwarded for incorporation into the Shire's record keeping system;

have no continuing value and may be destroyed when reference to them ceases.

Drafts which document significant decisions, reasons and actions or contain significant information that is not contained in the final form of the records have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system. Examples of such documents include drafts:

(a) that contain significant or substantial changes or annotations.

(b) relating to the formulation of legislation, legislative proposals and amendments.

- (c) relating to the formulation of policy and procedures, where the draft provides evidence of the processes involved or contains significantly more information than the final version.
- (d) of legal documents (contracts, tenders etc).

2.5.3 Duplicates

Duplicates are exact reproductions or copies of records where the original or authorised copy of the record is captured in the Shire's record keeping system.

For duplicates of records issued to an Elected Member for comment or revision, see DRAFTS.

Duplicates of:

- (a) records issued to an Elected Member by the Council or the Shire for information or reference purposes only and where the original or authorised copy is captured in the Shire's record keeping system; and
- (b) internal or external publications issues or received for information or reference purposes (e.g. annual reports, brochures, trade journals, price lists)

have no continuing value and may be destroyed when reference to them ceases. Duplicates should be placed in the confidential destruction bins in the Council reading room when they are no longer needed.

Duplicates of records received by the Elected Member and sourced from outside the Shire that are relevant to furthering the business activity of the Council have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system.

2.5.4 Messages and Facilitating Instructions

Messages and other facilitating instructions may be sent or received via a range of methods, such as telephone and voicemail, email, post- it or sticky notes, facsimile, pieces of paper, transmission reports.

Messages and facilitating instructions may be sent or received on a variety of matters. Some messages or facilitating instructions will have continuing value, as they are considered significant to the conduct of Council or Shire business. Others, such as those very routine in nature will only have a short-term value.

Messages that:

- (a) are routine facilitative instructions, such as edit corrections, distribution lists for information purposes, simple administrative instructions and social invitations and messages;

- (b) original messages that have been transferred or transcribed into appropriate formats for incorporation into the Shire's record keeping system; and
- (c) do not relate to the business functions of the Council or the Shire
have no continuing value and may be destroyed when reference to them ceases.

Messages or facilitating instructions that:

- (a) contain information relating to the business functions of the Council such as directives, proposals, recommendations, definitions or interpretations from the Elected Member to another party or vice versa; and
- (b) are part of an actual business transaction itself, or have policy/procedure implications, or otherwise identified as being significant to the conduct of Council business
have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system.

2.5.5 Working Papers/Records

Working papers / records are papers, background notes and reference material that are used to prepare or complete other documents. These documents become the official record and should be forwarded for capture into the Shire's record keeping system.

Working papers / records that are primarily facilitative and do not relate to:

- (a) significant decisions, reasons or actions; and
- (b) do not contain significant information; and
- (c) where the final document has been forwarded for capture into the Shire's record keeping system
have no continuing value and may be destroyed when reference to them ceases.

Working papers/records which document significant decisions, reasons and actions OR contain significant information (even if that information is not contained in the final form of the document), have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system.

2.5.6 Correspondence

This section deals with local government records not covered under the previous headings and relates to correspondence or “mail” received and sent by Elected Members.

It covers correspondence received or sent by Elected Members in any format (e.g. by post, fax, email, courier, hand-delivered) whether received or sent at the Council offices or at an Elected Member’s private residence I post box.

Correspondence addressed to Elected Members at the Shire of Gnowangerup, including that marked Private, Confidential, Personal, himself/herself, etc, should be opened by designated officers and if of continuing value, incorporated into the Shire’s record keeping system before forwarding to the Elected Member.

Correspondence addressed to Elected Members at their private address/post box that is a local government record and is of continuing value should be forwarded to the Shire for incorporation by Records Management into Council’s record keeping system along with any response which the Elected Member may have made. Correspondence of no continuing value need not be incorporated into the Shire’s record keeping system and may be destroyed when reference to it ceases.

2.6 Council Employee Roles and Responsibilities

2.6.1 Chief Executive Officer

The Chief Executive Officer is to ensure that there is a system for the maintenance and management of records that is compliant with records management legislation and State guidelines and procedures.

2.6.2 Executive and Managers

All executives and managers are to ensure that staff members under their supervision comply with the records management policies and procedures in the Record Keeping Plan.

2.6.3 All Staff

All staff are to create and retain records relating to the business activities they perform. They are to identify significant and ephemeral records and ensure significant records are registered in the records management system.

EXPLANATORY NOTES:

There are legislative requirements for managing records, the primary legislation relating to the keeping of public records is the State Records Act 2000 (previously Sections 22-33 of the Library Board of Western Australia Act 1951-1983).

Other legislation impacting upon records management, includes:

- Evidence Act 1906
- Limitation Act 1935
- Freedom of Information 1992
- Local Government Act 1995
- Financial Administration and Audit Act 1985
- Criminal Code 1913 (Section 85)
- Electronic Transactions Act 2003

Under the State Records Act 2000, Council is obligated to prepare and submit an organisational Record-Keeping Plan to the State Records Commission for approval. A State Records Commission (SRC) directive concerning Record-Keeping Plan compilation requirements stipulates that following its adoption, an applicable Record-Keeping Policy be included as part of the Plan, ideally appearing as an appropriately annotated appendix.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • State Records Act 2000 • Local Government Act 1995 • Evidence Act 1906 • Limitation Act 1935 • Freedom of Information Act 1992
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.4
Responsible Officer	Records & Research Officer
Initial Council Adoption	24 April 2013
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every 2 years or more often where circumstances require.

RISK MANAGEMENT POLICY

Objective

- To provide a policy framework for managing any uncertainty that may impact on the Shire's strategies, goals or objectives

1.0 Policy Statement

It is the Shire's Policy to achieve best practice (aligned with AS/NZS ISO 31000:2009:2018 Risk management), in the management of all risks that may affect the Shire, its customers, people, assets, functions, objectives, operations or members of the public.

Risk Management will form part of the Strategic, Operational, Project and Line Management responsibilities and where possible, be incorporated within the Shire's Integrated Planning Framework.

2.0 Implementation

The Shire's Management Team will determine and communicate the Risk Management Policy, Objectives and Procedures, as well as, direct and monitor implementation, practice and performance.

Every employee within the Shire is recognised as having a role in risk management from the identification of risks to implementing risk treatments and shall be invited and encouraged to participate in the process.

3.0 Definitions

Risk means the effect of uncertainty on objectives.

Note 1: An effect is a deviation from the expected – positive or negative.

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, organisation-wide, project, product or process).

Risk Management means coordinated activities to direct and control an organisation with regard to risk.

Risk Management Process means systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, and identifying, analysing, evaluating, treating, monitoring and reviewing risk.

4.0 Risk Management Objectives

- (a) Optimise the achievement of our vision, mission, strategies, goals and objectives.
- (b) Provide transparent and formal oversight of the risk and control environment to enable effective decision making.
- (c) Enhance risk versus return within our risk appetite.
- (d) Embed appropriate and effective controls to mitigate risk.
- (e) Achieve effective corporate governance and adherence to relevant statutory, regulatory and compliance obligations.
- (f) Enhance organisational resilience.
- (g) Identify and provide for the continuity of critical operations.

5.0 Risk Appetite

The Shire quantified its risk appetite through the development and endorsement of the Shire's Risk Assessment and Acceptance Criteria (**Attachment A**). The criteria are also included within the Risk Management Procedures and are subject to ongoing review in conjunction with this policy.

All organisational risks to be reported at a corporate level are to be assessed according to the Shire's Risk Assessment and Acceptance Criteria to allow consistency and informed decision making. For operational requirements such as projects or to satisfy external stakeholder requirements, alternative risk assessment criteria may be utilised, however these cannot exceed the organisations appetite and are to be noted within the individual risk assessment.

6.0 Roles, Responsibilities and Accountabilities

The CEO is responsible for the allocation of roles, responsibilities, and accountabilities. These are documented in the Risk Management Procedures (Operational Document).

7.0 Monitor and Review

The Shire will implement and integrate a monitor and review process to report on the achievement of the Risk Management Objectives, the management of individual risks and the ongoing identification of issues and trends. **The Shire's Strategic Risks will be presented to the Audit Committee every six months.**



Policy Manual

This policy will be kept under review by the Shire's Management Team and its employees. ~~The Policy will be kept under review by the Shire's Management Team and its employees. It will be formally reviewed at least annually.~~

ATTACHMENT A

Measures of Consequence									
RATING	PEOPLE	INTERRUPTION TO SERVICE	REPUTATION	COMPLIANCE	PROPERTY	NATURAL ENVIRONMENT	FINANCIAL IMPACT	PROJECT	
			(Social / Community)		(Plant, Equip, Buildings)			Time	Budget
Insignificant (1)	Near-Miss	No material service interruption Less than 1 hour	Unsubstantiated, localised low impact on community trust, low profile or no media item.	No noticeable regulatory or statutory impact	Inconsequential damage.	Contained, reversible impact managed by on site response	Less than \$1,000	Exceeds deadline by 5% of project timeline	Exceeds project budget by 5%
Minor (2)	First Aid Treatment	Short term temporary interruption – backlog cleared < 1 day	Substantiated, localised impact on community trust or low media item	Some temporary non-compliances	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response	\$1,000 - \$10,000	Exceeds deadline by 10% of project timeline	Exceeds project budget by 10%
Moderate (3)	Medical treatment / Lost time injury < 30 Days	Medium term temporary interruption – backlog cleared by additional resources < 1 Week	Substantiated, public embarrassment, moderate impact on community trust or moderate media profile	Short term non-compliance but with significant regulatory requirements imposed	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies	\$10,001 to \$250,000	Exceeds deadline by 15% of project timeline	Exceeds project budget by 15%
Major (4)	Lost time injury > 30 Days / temporary disability	Prolonged interruption of services – additional resources; performance affected < 1 Month	Substantiated, public embarrassment, widespread high impact on community trust, high media profile, third party actions	Non-compliance results in termination of services or imposed penalties to Shire / Officers	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies	\$250,001 to \$1,000,000	Exceeds deadline by 20% of project timeline	Exceeds project budget by 20%
Extreme (5)	Fatality, permanent disability	Indeterminate prolonged interruption of services non-performance > 1 month	Substantiated, public embarrassment, widespread loss of community trust, high widespread multiple media profile, third party actions	Non-compliance results in litigation, criminal charges or significant damages or penalties to Shire / Officers	Extensive damage requiring prolonged period of restitution. Complete loss of plant, equipment & building	Uncontained, irreversible impact	> \$1,000,000	Exceeds deadline by 25% of project timeline	Exceeds project budget by 25%

ATTACHMENT A (continued)

Measures of Likelihood		
Rating	Description	Frequency
Almost Certain (5)	The event is expected to occur in most circumstances	More than once per year
Likely (4)	The event will probably occur in most circumstances	At least once per year
Possible (3)	The event should occur at some time	At least once in 3 years
Unlikely (2)	The event could occur at some time	At least once in 10 years
Rare (1)	The event may only occur in exceptional circumstances	Less than once in 15 years

Risk Matrix					
	Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Almost Certain (5)	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely (4)	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible (3)	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely (2)	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare (1)	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

ATTACHMENT A (continued)

Risk Acceptance Criteria

Risk Rank	Description	Criteria	Responsibility
LOW	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Operational Manager
MODERATE	Monitor	Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Operational Manager
HIGH	Urgent Attention Required	Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Executive Manager / CEO
EXTREME	Unacceptable	Risk only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by highest level of authority and subject to continuous monitoring	CEO / Council

Existing Controls Ratings

Rating	Foreseeable	Description
Effective	There is <u>little</u> scope for improvement.	Processes (Controls) operating as intended and aligned to Policies / Procedures. Subject to ongoing monitoring. Reviewed and tested regularly.
Adequate	There is <u>some</u> scope for improvement.	Processes (Controls) generally operating as intended, however inadequacies exist. Nil or limited monitoring. Reviewed and tested, but not regularly.
Inadequate	There is a <u>need</u> for improvement or action.	Processes (Controls) not operating as intended. Processes (Controls) do not exist, or are not being complied with. Have not been reviewed or tested for some time.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995 (As Amended) – Section 7.13. Local Government (Audit) Regulations 1996, Regulation 17.
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.5
Responsible Officer	Deputy Chief Executive Officer Senior Governance and Risk Management Officer
Initial Council Adoption	28 August 2019
Review Dates	<ul style="list-style-type: none"> 31 August 2023
Next Review Due	30 August 2025 This policy will be reviewed every two years or more often where circumstances require.

EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL POLICY

Objective

To provide guidelines and protocols for the affixing of the Shire of Gnowangerup Common Seal.

1.0 Definitions

Document means any paper or electronic document, including communications such as letters and emails, which:

- (a) convey a decision; or
- (b) establish an obligation on the Shire; or
- (c) is ceremonial.

2.0 Authorised Signatories under Delegation

The Shire President and Chief Executive Officer are authorised to affix and sign all documents to be executed under a common seal, however, in the absence of the Shire President and/or the Chief Executive Officer, as the case may be, the Deputy President and the Acting Chief Executive Officer are authorised to affix the Common Seal.

3.0 Details of all transactions where the Common Seal has been affixed shall be recorded in a register kept by the Chief Executive Officer, with such register to record each date on which the common seal was affixed to a document, the nature of the said document, and the parties to any agreement to which the common seal was affixed. The register is to record each transaction by an identifying sequential number and this number is to be recorded against the Common Seal as it is affixed (refer to * shown in below examples).

4.0 Document Types

For clarity, Appendix A to this Policy outlines those documents where the Common Seal should be applied as part of the Execution.

5.0 Method of Affixing the Common Seal

Below are examples of how documents should be executed under the common seal:

Example A – Where the Common Seal is Affixed by Resolution of Council

DATED: _____ 20__

The Common Seal of the Shire of Gnowangerup was affixed by authority of a resolution of the Council in the presence of:

[INSERT NAME OF PRESIDENT]

PRESIDENT

[INSERT NAME OF CEO]

CHIEF EXECUTIVE OFFICER



Example B: Other Documents

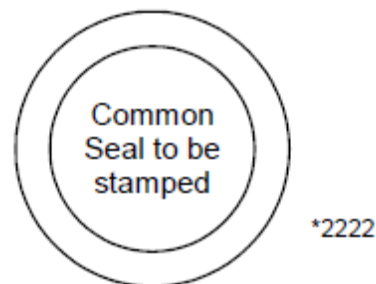
DATED: _____ 20__

The Common Seal of the Shire of Gnowangerup was affixed in the presence of:

[INSERT NAME OF PRESIDENT]

[INSERT NAME OF CEO]

CHIEF EXECUTIVE OFFICER



APPENDIX A

Document Type * Common Seal <u>only</u> to be applied where specified in a document prepared by an external party.	Common Seal	EXECUTION BY SIGNATURE ONLY	
		Shire President	CEO or Delegated Officer
Local Laws – made and amended	✓	✗	✗
Planning Schemes – adopted and amended	✓	✗	✗
Land Transaction documents , including: <ul style="list-style-type: none"> • sale; • purchase; • vesting; • contributed assets; • Notifications of factors affecting land under 70A of the Land Transfer Act 1893 – lodge or withdraw • Easements – <u>by land transfer</u> <ul style="list-style-type: none"> ○ Rights of carriage way; ○ Rights of support to land burdened by buildings; ○ Rights to erect a party wall; ○ Rights to light and air (Property Law Act 1969); ○ Rights to take water from wells or bores; ○ Rights to install and operate drains and drainage works; ○ Rights to install, maintain and operate oil, gas or other pipelines; ○ Rights to install, maintain and operate electric power lines, telephone and other cables and supporting pylons. • Restrictive Covenants – by land transfer • Deeds – land transfer for public purposes 	✗	✓	✓
Land Transaction documents , including: <ul style="list-style-type: none"> • Caveats - registering or removing • Leases • Easements – <u>by deed, deposited plan or other legal instrument</u> <ul style="list-style-type: none"> ○ Rights of carriage way; ○ Rights of support to land burdened by buildings; ○ Rights to erect a party wall; ○ Rights to light and air (Property Law Act 1969); ○ Rights to take water from wells or bores; ○ Rights to install and operate drains and drainage works; ○ Rights to install, maintain and operate oil, gas or other pipelines; and ○ Rights to install, maintain and operate electric power lines, telephone and other cables and supporting pylons. • Restrictive Covenants – lodge, modify or withdraw (other than by land transfer) 	✓	✗	✗

Document Type * Common Seal <u>only</u> to be applied where specified in a document prepared by an external party.	Common Seal	EXECUTION BY SIGNATURE ONLY	
		Shire President	CEO or Delegated Officer
<ul style="list-style-type: none"> Deeds Legal agreements 			
Mortgages, Loans and Debentures	✓	x	x
Power of Attorney to act for the Shire	✓	x	x
State or Commonwealth Government Funding Agreements	x	x	✓
Grants and Funding Agreements with private agencies (incoming and outgoing)	x	x	✓
Memorandum of Understanding	x	✓	✓
Contracts and legal instruments , including contract variations, related to: <ul style="list-style-type: none"> Procurement Contracts Service Agreements (incoming or outgoing services) Heritage Agreements Acquittal of planning conditions Maintenance of the public realm 	✓	x	x
Development, subdivision and strata-title approvals for Shire Land	x	x	✓
Memorial <ul style="list-style-type: none"> <u>Deed Poll Registration</u>: A document lodged under the Registration of Deeds Act 1856, notifying the change of name of a person. <u>Memorial of Advertisement</u>: A document lodged at the Office of Titles by a Local Authority evidencing that the legal requirements necessary to sell land for the non-payment of rates, have been attended to. <u>Prohibiting dealings in land</u>: A document lodged at the Office of Titles under one of a number of statutes, which when noted on a Certificate of Title acts as a caveat. 	x	x	✓
Documents that fulfil a statutory local government duty or power , for which there is no power of delegation or authorisation and is a matter which constitutes a potential risk to the Shire.	x	x	✓
Communications on behalf of the Shire, with: Commonwealth or State Ministers	x	✓	✓
Communications on behalf of the Shire, with CEOs of: <ul style="list-style-type: none"> Commonwealth or State Government Departments Industry representative bodies 	x	x	✓
Communications on behalf of the Shire, relevant to the day-to-day operations of the Shire and which are subject of a level of political sensitivity or potential risk to the Shire.	x	x	✓

Document Type * Common Seal <u>only</u> to be applied where specified in a document prepared by an external party.	Common Seal	EXECUTION BY SIGNATURE ONLY	
		Shire President	CEO or Delegated Officer
Ceremonial Certificates: <ul style="list-style-type: none"> Honorary Freeman Honorary Citizenship 	✓	x	x
Deeds of Settlement – Employee matters	x	x	✓
Enterprise Bargaining Agreements	x	x	✓

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995 (As Amended) – Section 2.5(2). Local Government Act 1995, Section 5.42 Local Government Act 1995 (As Amended) – Section 9.49A(4) Shire of Gnowangerup Standing Orders Local Law 2016
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.6
Responsible Officer	Records & Research Officer
Initial Council Adoption	22 June 1998
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2024 This policy will be reviewed annually or more often where circumstances require.

BUSINESS CONTINUITY MANAGEMENT POLICY

Objective

To provide a policy framework to:

- Ensure the continuity of critical business functions;
- Allocate Business Continuity Management (BCM) roles and responsibilities in the event of a critical incident;
- Allocate responsibility for the implementation, monitoring and review of the BCM documentation;
- Provide a consistent approach to BCM that is aligned to the Australian Standards; and
- Integrate BCM within the Shire's Risk Management, Critical Incident Management, Disaster Recovery and Emergency Management frameworks

1.0 Definitions

Acceptable level of performance means the lowest acceptable level of service that can be tolerated during a disruption.

Business continuity means the ability of the Shire to provide service and support for its customers and maintain critical operations before, during and after a significant disruption.

Business continuity management means the process for managing operations during and following a disruption, to ensure that critical functions can be maintained or restored quickly with minimal impact on staff, customers and the community.

Business continuity plan means an approved and tested document with instructions and procedures that provides guidance on the management of operations to minimise the impact of a significant disruption.

Business impact analysis means a detailed risk analysis that examines the nature and extent of possible disruptions and the likelihood of the resulting consequences in order to gather information about critical functions, dependencies and resource requirements.

Significant disruption means a sudden, unplanned event resulting in inconvenience and disruption to operations, which requires non routine management.

2.0 Policy Statement

- 2.1 The objective of business continuity management is to minimise the impact of a disruptive event on operations and the delivery of services to the community by ensuring that the organisation develops an effective Business Continuity Framework and that relevant Business Continuity Plans are in place. Examples of disruptive events include natural disasters, fire or flood damage to Council facilities, IT business systems failure and telecommunications failure.

A key outcome sought from Council's Business Continuity Framework is to identify the minimum level of acceptable performance the organisation wishes to maintain in the event of a disruption and to clearly state the infrastructure and resources required to achieve and sustain critical business objectives.

- 2.2 Business Continuity Plan (BCP) - collates the instructions / actions that underpin the business continuity management strategy for the Shire's critical functions. It is used to manage incidents. The BCP details continuity / interim actions to be immediately implemented to achieve the highest level of operational performance with the resources available taking into account the specifics of the interruption situation.

- 2.3 The Shire's BCM framework is currently being developed but will incorporate Emergency Management, Critical Incident Management, Business Recovery and Disaster Recovery.

3.0 Business Continuity Management Principles

- 3.1 Business Continuity Management is an integral element in the Shire's Risk Management processes.
- 3.2 Business continuity will be managed in accord with the procedures set out in the Shire's Business Continuity Management Framework. Those procedures will include the development of a Business Continuity Plan.

4.0 Roles and responsibilities

- 4.1 Council is responsible for overseeing the management and assessment of risk across the Shire.
- 4.2 On the advice of the Audit and Risk Management Committee, Council will set the policy for the Shire’s business continuity management.
- 4.3 The Deputy Chief Executive Officer is responsible for the implementation of business continuity management including the oversight of appropriate documentation, training, testing and monitoring of the BCM program.
- 4.4 The Chief Executive Officer and Deputy Chief Executive Officer are the Business Continuity Plan Owners with responsibility for ensuring that all critical functions under their responsibility are addressed in the Business Continuity Plan.

4.5 All Shire employees and councillors are expected to recognise the importance of business continuity, to be familiar with the provisions of this policy and to support the processes that will appropriately manage a significant disruption to the Shire’s operations and business.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Local Government Act 1995 – Part 5 • AS/NZS 5050:2010 Business Continuity
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.7
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 August 2019
Review Dates	<ul style="list-style-type: none"> • 31 August 2023
Next Review Due	31 August 2026 This policy will be reviewed every three years or more often where circumstances require.

CUSTOMER SERVICE POLICY

Objective

To provide guidance to staff and customers in relation to the standards of service and the process for making compliments, enquiries and requests, and complaints in relation to Council services

1.0 Purpose

To facilitate consistent standards of service delivery across Council and to provide a mechanism whereby compliments and complaints may be received and processed.

2.0 Scope

This policy covers all services provided by Council to all of its customers.

3.0 Policy Statement

The mission of the Shire of Gnowangerup is to demonstrate leadership in the provision of facilities infrastructure and services that meets the needs of the community. One method the Shire has employed to do this is through its Customer Service Charter.

This Customer Service Charter was developed in accordance with the requirements of the Local Government Act 1995 and outlines our commitment to customers in accordance with our mission statement and provides a formalised process for making complaints. It outlines customers rights, the standards customers can expect when dealing with Council and what a customer can do if dissatisfied with Council decisions or actions.

4.0 Our Commitment to Customer Service

The Council is committed to the provision of timely, efficient, consistent and quality services provided by polite and helpful officers that meet our customer's expectations.

The Council places great emphasis on the efficient handling of complaints. Our aim at all times is to provide a quality service. Council may not be able to provide complete satisfaction but will always be trying for the best possible solution. To achieve this, customers are encouraged to voice their complaints and from Council's perspective to work toward increasing customer satisfaction and continuously improve our services by responding to customer complaints as efficiently and effectively as possible.

5.0 Who are our Customers?

A customer is any person or organisation having dealings with or using the services of the Council.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Customer Service Charter
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.8
Responsible Officer	Senior Finance Officer
Initial Council Adoption	16 December 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2026</p> <p>This policy will be reviewed every three years or more often where circumstances require.</p>

PERSONAL MOBILE DEVICE ~~(INCLUDING BYOMD)~~ POLICY

Objective

- **To provide direction on the deployment, use and maintenance of mobile devices within the Shire of Gnowangerup so that councillors and staff are aware of their individual responsibilities in relation to the use and security of mobile devices for the transmission and storage of information, and access to the Shire of Gnowangerup's systems and infrastructure.**

1.0 Introduction

The Shire of Gnowangerup recognises the need to embrace new and emerging technologies to improve the way business is conducted and contribute to improving the way the Shire meets its business objectives.

Mobile devices are becoming a common and cost-effective tool for information management and communication. In addition to the increased prevalence of mobile devices, Councillors and staff are also increasingly requesting the option of connecting their own mobile devices (Bring Your Own Mobile Device – BYOMD) to Shire equipment and networks.

2.0 Scope

This policy applies to all Councillors and staff.

Mobile devices covered by this policy are approved non-Shire owned devices of the following types:

- Notebook, palmtop, laptop computer equipment;
- Smartphones or PDA (Personal Digital Assistant) devices used for data storage, calendars, contacts and task lists;
- Mobile phones where mobile internet (e.g. 3G/4G) technology is used for email correspondence;
- Smartphone devices capable of running third-party or downloadable applications (E.G, iPhone, iPad, Android, Blackberry, Windows Mobile, etc.) and;
- All removable media including CD/DVD, USB devices or any other type of removable media.

3.0 Policy Statement

Council members and staff may be permitted to connect non-Shire owned mobile devices to the Shire of Gnowangerup's infrastructure for the express purpose of receiving email, contact and calendar updates.

Permission to connect non-Shire owned mobile devices to the Shire of Gnowangerup's systems and infrastructure for the express purpose of receiving email, contact and calendar updates, can only be completed with express authorisation in writing by the CEO.

In addition to adherence to all other terms of this Policy, the use of non-Shire owned mobile devices connected to the Shire of Gnowangerup’s network, requires the user’s signed written acceptance and implementation of the following conditions:

- No Shire data other than mail, contacts and calendar items may be stored in the non-Shire owned devices unless expressly authorised in writing by the CEO;
- Non-Shire owned devices will not be supported by the Shire of Gnowangerup with the exception of connectivity to the Shire of Gnowangerup’s services;
- The Shire of Gnowangerup will accept no liability for functionality, serviceability or performance associated with the device and any responsibility with regard to warranty will reside solely between the owner/user of the device and the supplier/manufacturer; and
- The Shire of Gnowangerup reserves the right to terminate the **BYOD** programs at any time and for any reason.

4.0 Indemnity

The Shire bears no responsibility whatsoever for any legal action threatened or commenced due to conduct and activities of Councillors and staff in accessing or using these resources or facilities. All Councillors and staff indemnify the Shire against any and all damages, costs and expenses suffered by the Shire arising out of any unlawful or improper conduct and activity, and in respect of any action, settlement or compromise, or any statutory infringement.

Legal prosecution following a breach of these conditions may result independently from any action by the Shire.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Nil
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.9
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	21 December 2016
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023

Next Review Due	<p>31 August 2026</p> <p>This policy will be reviewed every three years or more often where circumstances require.</p>
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RELATED PARTIES TRANSACTIONS POLICY

Objective

To ensure that the existence of certain related party relationships, related party transactions and information about the transactions, necessary for users to understand the potential effects on the Financial Statements are properly identified, recorded in Council's systems, and disclosed in Council's General Purpose Financial Statements in compliance with Australian Account Standard AASB 124.

1.0 Background

This Policy has been developed to provide guidance in complying with the *Local Government (Financial Management) Regulations 1996*, Regulation 5A, which requires Council to prepare its General Purpose Financial Statements in compliance with Australian Accounting Standards. The relevant standard for the purpose of this Policy is *AASB 124 Related Party Disclosures*, July 2015 (AASB 124).

2.0 Definitions

The following definitions apply to the terms used in this policy:

Close family members or close members of the family means in relation to Key Management Personnel (KMP), family members who may be expected to influence, or be influenced by that KMP in their dealings with Council will include:

- a) That person's children and spouse or domestic partner;
- b) Children of that person's spouse or domestic partner; and
- c) Dependents of that person or that person's spouse or domestic partner.

For the purpose of AASB 124, close family members could include extended members of a family (such as, without limitation, parents, siblings, grandparents, uncles/aunts or cousins) if they could be expected to influence, or be influenced by, the KMP in their dealings with Council.

KMP means Key Management Personnel being person(s) having authority and responsibility for planning, directing and controlling the activities of Council. Specifically, KMP of Council are:

- a) Shire President;
- b) Other Councillors;
- c) Chief Executive Officer; and
- d) Employees designated as 'senior employees' under section 5.37 of the *Local Government Act 1995* (Deputy CEO).

Ordinary citizen transactions means transactions that an ordinary citizen would undertake with Council which is undertaken on arm's length terms and in the ordinary course of carrying out Council's functions and activities. Examples of ordinary citizen transactions assessed to be not material in nature are:

- a) Paying rates and utility charges; and
- b) Using Council's public facilities after paying the corresponding fees.

Related party means a person or entity that is related to Council pursuant to the definition contained in AASB 124, Paragraph 9. Examples of related parties of Council are:

- a) KMP;
- b) Close family members of KMP; and
- c) Entities that are controlled, or jointly controlled, by KMP or their close family members.

Related party transaction means a transfer of resources, services or obligations between the Council and a related party, regardless of whether a price is charged. Examples of related party transactions are:

- a) Purchases or sales of goods;
- b) Purchases or sales of property and other assets;
- c) Rendering or receiving of services;
- d) Rendering or receiving of goods;
- e) Leases;
- f) Transfers under licence agreements;
- g) Transfers under finance arrangements (example: loans);
- h) Provision of guarantees (given or received);
- i) Commitments to do something if a particular event occurs or does not occur in the future; and
- j) Settlement of liabilities on behalf of Council or by Council on behalf of that related party.

Related party disclosure means a document entitled Related Party Disclosure by Key Management Personnel in the form set out in Attachment A.

3.0 Policy Statement

Council, in complying with the disclosure requirements in AASB 124, will:

- a) Identify related party relationships, related party transactions and ordinary citizen transactions;
- b) Identify information about related party transactions for disclosure;
- c) Establish systems to capture and record the related party transactions and information about those transactions;
- d) Identify circumstances in which disclosure of the items in subparagraphs (a) and (b) are required; and
- e) Determine the disclosures to be made about those items in the General Purpose Financial Statements for the purposes of complying with AASB 124.

COMPLIANCE REQUIREMENTS

Legislation/Documents	<ul style="list-style-type: none"> Local Government (Financial Management) Regulations 1996, Regulation 5A Australian Accounting Standard AASB 124 Related Party Disclosures Internal: AASB 124 Related Party Disclosure Form (Appendix 1)
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.10
Responsible Officer	Executive Assistant
Initial Council Adoption	25 October 2017
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

Attachment A

Related Party Disclosure by Key Management

(note: This document is confidential)

Name of Key Management Personnel: _____

Position of Key Management Personnel: _____

Please read the Privacy Collection Notice provided with this notification, which explains what is a related party transaction and the purposes for which council is collecting and will use and disclose, the related party information provided by you in this notification.

Please complete the table below for each related party transaction with Council that you, or a close member of your family, or entity related to you or a close member of family:

- (a) Has previously entered into and which continued in the XX/XX financial year; or
- (b) Has entered into in the XX/XX financial year.

Description of Related Party Transaction	Is transaction existing/potential?	Related Party's Name (individual's or entity's name)	Related Party's Relationship / Reasons why related	Description of Transaction Documents or Changes to the Related Party Relationship

Notification

I _____, _____
(Full name) (Position)

notify that, to the best of my knowledge, information and belief as at the date of this notification, the above list includes all existing and potential related party transactions with Council involving myself, close members of my family, or entities controlled or jointly controlled by me or close members of my family, relevant to the 2021/2022 financial year.

I make this notification after reading the Privacy Collection Notice provided by The Shire of Gnowangerup, which details the meaning of the words "related party", "related party transaction", "close members of the family of a person" and, in relation to an entity, "control" or "joint Control", and the purposes for which this information will be used and disclosed.

I permit the CEO and the other permitted recipients specified in Council's Related Party Disclosure Policy to access the register of interests of me and persons related to me and the use of the information for the purposes specified in that policy.

Signature of named Key Management Personnel: _____ Dated: _____

PRIVACY COLLECTION NOTICE RELATED PARTY DISCLOSURES BY KEY MANAGEMENT PERSONNEL

Purpose of Collection, Use and Disclosure

Effective for annual periods beginning on or after 1 July 2016, Council must disclose certain related party relationships and related party transactions together with information associated with those transactions in its general purpose financial statements, in order to comply with *Australian Accounting Standard AASB 124 Related Party Disclosures July 2015 (AASB 124)*.

Related parties include Council's key management personnel (KMP), their close family members, and any entities that they or any of their close family members control or jointly control.

A related party transaction is any transaction (whether a transfer of resources, services or obligations) between the reporting local government and any of the related parties, whether monetary or not.

If there is a related party transaction with Council applicable to a reporting financial year, AASB 124 requires Council to disclose in the financial statements the nature of the related party relationship and information about the transaction, including outstanding balances and commitments associated with the transaction. Disclosure in the financial statements may be in the aggregate and/or made separately, depending on the materiality of the transaction.

For more information about Council's disclosure requirements under AASB 124, please refer to Council's Related Party Disclosure Policy.

Notifications by Key Management Personnel

In order to comply with AASB 124, Council has adopted a policy that requires all its KMPs to periodically provide notifications to the CEO of any existing or potential related party transactions between Council and any of their related parties during a financial year, and any changes to previously notified related party relationships and transactions relevant to the subject financial year.

To this end, each KMP must provide a Related Party Disclosure, in the approved form, notifying any existing or potential related party transactions between Council and any related parties of the KMP, to the CEO by no later than the following periods during a financial year:

- 30 days after a KMP commences their term or employment with Council; and
- 31 July (each year).

Note that these related party disclosure requirements are in addition to the notifications KMPs are required to make to comply with the Code of Conduct. This includes disclosures relating to Financial Interests and Gifts. Council's Auditors may audit related party information as part of the annual external audit.

For privacy and right to information status of this information, please refer to Council's Related Party Disclosure Policy.

Who are KMPs?

KMPs are persons having authority and responsibility for planning, directing and controlling the activities of Council, directly or indirectly. KMPs can include:

- President and Councillors;
- CEO;
- Designated Senior Officers under the Local Government Act 1995.

Who are close family members of a KMP Person?

Close family members, or close members of the family, of a KMP are family members who may be expected to influence, or be influenced by, that person in their dealings with Council and include:

- (a) that person's children and spouse or domestic partner;
- (b) children of that person's spouse or domestic partner; and
- (c) dependants of that person or that person's spouse or domestic partner.

Under AASB 124, close family members could include extended members of a family (such as, without limitation, a parent, grandparent, siblings, etc) *if* they could be expected to influence, or be influenced by, the KMP in their dealings with Council.

The following table may assist you in identifying your close family members:

Definitely a close family member	Maybe a close family member
Your spouse/domestic partner	Your brothers and sisters, if they could be expected to influence, or be influenced by, you in their dealings with Council
Your children	Your aunts, uncles and cousins, if they could be expected to influence, or be influenced by, you in their dealings with Council
Your dependents	Your parents and grandparents, if they could be expected to influence, or be influenced by, you in their dealings with Council
Children of your spouse/domestic partner	Your nieces and nephews, if they could be expected to influence, or be influenced by, you in their dealings with Council
Dependents of your spouse/domestic partner	Any other member of your family if they could be expected to influence, or be influenced, by you in their dealings with Council

What is an entity that I, or my close family member, control or jointly control?

Entities include companies, trusts, incorporated and unincorporated associations such as clubs and charities, joint ventures and partnerships.

Control

You control an entity if you have:

- (a) power over the entity;
- (b) exposure, or rights, to variable returns from your involvement with the entity; and
- (c) the ability to use your power over the entity to affect the amount of your returns.

In some cases, it will be obvious that you or a family member control or have joint control over an entity. In other cases, it will be less clear.

If you are unsure whether you, or a close family member, has control or joint control of an entity then you should contact the Deputy CEO for a confidential discussion.

APPOINT ACTING CHIEF EXECUTIVE OFFICER POLICY

Objective

To prescribe the processes for the appointment of an Acting Chief Executive Officer ~~in expected and unexpected circumstances~~

1.0 Policy Scope

To provide a framework and guidelines for the employment of an Acting Chief Executive Officer in the absence of the Chief Executive Officer due to annual, long service or extended sick leave.

2.0 Definition

~~“Annual Leave” means annual leave in excess of 5 working days;~~

~~“Long Service Leave” means long service leave in excess of 5 days;~~

~~“Extended Sick Leave” means sick leave in excess of 5 working days;~~

~~“Council” means the Council of the Shire of Gnowangerup;~~

~~“Local Government” means the Shire of Gnowangerup; and~~

3.0 Policy

Section 5.39C of the Local Government Act 1995 requires the adoption of a policy regarding the employment of an Acting Chief Executive Officer.

Council delegates to the Chief Executive Officer appointment of an internal employee ~~to act higher duties Acting as the~~ Chief Executive Officer subject to the following conditions:

1. The appointment is to be for a period of no more than 3 months; and
2. ~~The person appointed is to be the Deputy Chief Executive Officer; and~~
3. The appointment not being due to a vacancy of the Chief Executive Officer’s position.

~~The appointment shall be in writing on each occasion where it is more than five (5) days.~~

The Chief Executive Officer must inform the Elected Members of all proposed Acting Chief Executive Officer arrangements.

In the case of the unavailability of the Chief Executive Officer due to an emergency, the Deputy Chief Executive Officer is automatically appointed as the Acting Chief Executive Officer for up to 3 months from commencement, and continuation is then subject to determination by the Council.

For Chief Executive Officer vacancy periods over 3 months the appointment of the Acting Chief Executive Officer shall be determined by Council.

The Chief Executive Officer shall report to Council any proposal to fill an Acting Chief Executive Officer role over 3 months with as much advanced notice as possible. In this case the Chief Executive Officer may recommend a suitable internal candidate for higher duties and must also provide an alternative recommendation to Council. Council is to convene a Chief Executive Officer Recruitment and Selection Committee meeting to progress the Acting Chief Executive Officer recruitment.

If the Chief Executive Officer's position becomes vacant, all acting arrangements are to be determined by the Council.

Should the Acting CEO, whether appointed by the CEO or otherwise, become incapacitated as well, the Council shall hold a Special Council meeting to find a suitable replacement amongst the staff until the Chief Executive Officer or the Deputy Chief Executive Officer returns.

This policy can be reviewed at any time, but any changes need to be passed by Council with an **absolute majority**.

The CEO must publish an up-to-date version of the policy on the local government's official website.

COMPLIANCE REQUIREMENTS

Legislation / Documents	Local Government Act 1995. section 5.39C
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.11
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 April 2021
Review Dates	31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

LEGISLATIVE COMPLIANCE POLICY

Objective

To provide a policy framework for the establishment of documented processes and procedures to ensure the local government complies with legislative requirements.

1.0 General

The local government will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the local government.

These processes and structures will aim to:-

- (a) Develop and maintain a system for identifying the legislation that applies to the Shire's activities.
- (b) Assign responsibilities for ensuring that legislation and regulatory obligations are fully implemented.
- (c) Provide training for relevant staff, Councillors, volunteers and other relevant people in the legislative requirements that affect them.
- (d) Provide people with the resources to identify and remain up-to-date with new legislation.
- (e) Establish a mechanism for reporting non-compliance.
- (f) Review accidents, incidents and other situations where there may have been non-compliance.
- (g) Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved.

2.0 Roles and Responsibilities

(a) Councillors and Committee Members

Councillors and Committee members have a responsibility to be aware and abide by legislation applicable to their role.

(b) Senior Management

Senior Management should ensure that directions relating to compliance are clear and unequivocal and that legal requirements which apply to each activity for which they are responsible are identified. Senior Management should have systems in place to ensure that all

staff are given the opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

(c) Employees

Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with the legislation.

Employees shall report through their supervisors to Senior Management any areas of non-compliance that they become aware of.

3.0 Implementation of Legislation

The local government will have procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Local Government Act 1995 (As Amended) – Section 6.5. Local Government Act 1995 (As Amended) – Section 7.13. Regulation 5, Local Government (Financial Management) Regulations 1996 Regulation 17, Local Government (Audit) Regulations 1996
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.12
Responsible Officer	Deputy Chief Executive Officer Senior Governance and Risk Management Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023
Next Review Due	31 August 2026 This policy will be reviewed every three years or more often where circumstances require.

INTERNAL CONTROL POLICY

Objective

- **To provide a policy framework for the establishment of documented internal controls that are implemented based on risk management principles**

1.0 General

Good internal control is based on systems of policies and procedures that safeguard assets, ensure accurate and reliable financial reporting, promote compliance with laws and regulations and achieve effective and efficient operations. These systems not only relate to accounting and reporting but also include communication and organisational processes both internally and externally, staff management and error handling.

2.0 Internal Control Framework

An appropriate and effective internal control framework is the responsibility of all employees. All employees are accountable for implementing systems, controls, processes and procedures in their own area of responsibility and will play a part in the internal control framework in differing degrees.

The Audit Committee and Council are responsible for mandating that a strong internal control framework be implemented in order to have assurance of the good governance of the organisation. The Chief Executive Officer will report regularly to the Audit Committee and Council on the review and improvement to Council's internal control framework.

3.0 Monitoring, Reviewing and Reporting

A monitoring and reporting system will be implemented which will provide biannual reports to The CEO Management will provide the Audit Committee and Council regular updates on the status of Risk Management, Internal Controls and Legislative Compliance within the local government. These reports will identify specific areas for review.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Local Government Act 1995 - Section 6.5 • Local Government Act 1995 Section 7.13 • Local Government (Financial Management) Regulations 1996, Regulation 5 • Local Government (Audit) Regulations 1996, Regulation 17
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.13
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023
Next Review Due	31 August 2026 This policy will be reviewed every three years or more often where circumstances require.

COUNCIL BRIEFING SESSION / WORKSHOP PROTOCOLS POLICY

Objective

To provide a functional, transparent and legally compliant meeting framework that engages elected members in policy and strategy development, and to facilitate the opportunity for elected members to explore concepts and ideas with the assistance and collaboration of Council Officers.

1.0 Council Briefing Session Protocols

- 1.1 Council Briefing Sessions / Workshops are intended to provide all Councillors with the opportunity to have detailed discussion on ideas and concepts for the betterment of the Shire District. Council Briefing Sessions / Workshops allow Councillors the opportunity to provide succinct direction to the CEO staff on how best to progress any particular Council initiatives.
- 1.2 Where a particular Council idea or concept is considered worthy of detailed Council discussion and/or deliberation, a Council Briefing Session / Workshop may be established at the discretion of the Council.
- 1.3 The Shire President shall preside at all Council Briefing Sessions / Workshops.
- 1.4 In the Shire President's absence, the Deputy Shire President shall preside at all Council Briefing Sessions / Workshops.
- 1.5 In the absence of both the Shire President and the Deputy Shire President, Councillors in attendance at the Council Briefing Session / Workshop shall elect a Councillor to preside.
- 1.6 Shire staff will, if requested to do so, prepare a Discussion Paper which addresses all salient matters pertaining to the idea or concept to assist a Council Briefing Session / Workshop in its deliberations.
- 1.7 Where a Discussion Paper is produced for presentation at a Council Briefing Session / Workshop, a Consensus Outcome shall be recorded in a Council Briefing Session / Workshop Outcomes Schedule.
- 1.8 Any Consensus Outcome arising as a consequence of the presentation of a Discussion Paper to a Council Briefing Session / Workshop shall be tabled at the next available Council Meeting in the form of an Agenda Item, with the resultant staff recommendation reflecting the Consensus Outcome.
- 1.9 Where, at a Council Briefing Session / Workshop, a deputation from a community representative or group is accommodated, a summary of the outcomes arising from a deputation shall be recorded in the resultant Council Briefing Session / Workshop Outcomes Schedule.

- 1.10 Council Briefing Sessions / Workshops will be generally open to the public unless the Presiding Member determines otherwise.
- 1.11 No formal decisions will be made at Council Briefing Sessions / Workshops. All outcomes arising from Council Briefing Sessions / Workshops will be by consensus agreement amongst Councillors.
- 1.12 No discussion of any nature will be permitted at Council Briefing Sessions / Workshops on any matter listed for deliberation on the Agenda prepared for the immediately following Council Meeting.
- 1.13 Elected Members, employees, consultants and other participants shall disclose their financial interests and other prescribed interests in matters to be discussed at a Council Briefing Session / Workshop. Should a person disclose an interest, they must leave the Briefing Session / Workshop for the discussion of the item.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> • Local Government Act 1995 • Local Government (Administration) Regulations 1996 • Department of Local Government and Communities Operational Guideline No. 5
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.14
Responsible Officer	Executive Assistant Senior Governance and Risk Management Officer
Initial Council Adoption	28 August 2019
Review Dates	31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

COUNCILLORS PROFESSIONAL DEVELOPMENT POLICY

Objective

To provide guidelines and protocols for the continuing professional development of councillors which is in addition to the training required for newly elected councillors after each election.

1.0 Introduction

Section 5.128 of the Local Government Act 1995 requires that a Local Government adopt a policy in relation to the continuing professional development of elected members. The adoption of the policy requires an Absolute Majority decision of Council.

The continuing professional development of councillors which is in addition to the training required for newly elected councillors after each election (see below).

1.1 Compulsory training for newly elected members

Local Government (Administration) Regulations 1996 – Regulation 35. Training for council members (Act s. 5.126(1))

- (1) A council member completes training for the purposes of section 5.126(1) if the council member passes the course of training specified in subregulation (2) within the period specified in subregulation (3).
- (2) The course of training is the course titled Council Member Essentials that —
 - (a) consists of the following modules —
 - (i) Understanding Local Government;
 - (ii) Serving on Council;
 - (iii) Meeting Procedures;
 - (iv) Conflicts of Interest;
 - (v) Understanding Financial Reports and Budgets;and
 - (b) is provided by any of the following bodies —
 - (i) North Metropolitan TAFE;
 - (ii) South Metropolitan TAFE;
 - (iii) WALGA.

(3) *The period within which the course of training must be passed is the period of 12 months beginning on the day on which the council member is elected.*

2.0 Ongoing Professional Development

The professional development of Councillors is an important activity of the Shire to ensure as it ensures that its decision making is of the highest standard and is the product of informed and ethical debate by well trained and committed elected members acting in the best interest of all of the community.

Definition: “formal training event” means conferences, seminars, forums, workshops, courses and information sessions.

3.0 Eligible Formal Training Events

The formal training events to which this policy applies is limited to those conducted by, or organised by any of the following organisations or individuals:

- The West Australian Local Government Association (WALGA)
- Local Government Professionals WA
- Accredited training organisations offering training which directly relates to the role and responsibilities of councillors.
- Information sessions organised by the Department of Local Government, Sport and Cultural Industries.
- Seminars, training and or information sessions provided by individuals with a demonstrably strong knowledge of local government in Western Australia.

4.0 Funding

To provide equity in access for all elected members, an annual budget allocation of an amount per councillor will be made for ongoing professional development.

The Shire President shall have an additional amount allocated in the budget for training specifically aimed at the development of Mayors and Presidents in Western Australia.

Unexpended funds for each councillor cannot be carried over into the next financial year.

5.0 Choice of Formal Training Event

Councillors wishing to attend a formal training event should advise indicate to the President or CEO the wish to be enrolled in the event. This advice should be in a timely manner so that:

1. The proposed event can be determined as meeting the eligible status described above.
2. It can be determined that the councillor making the application has sufficient allocated funds to attend.
3. Bookings and other arrangements can be made.

6.0 Interstate Formal Training Events

Attendance at interstate training events is at the discretion of Council and needs to be funded from a "Governance—Conference Account" which will have an annual allocation in the budget primarily for the attendance of Councillors and the CEO at the WALGA Annual General Meeting and Convention held in Perth each year.

7.0 General

Where necessary travel, accommodation and other related costs will be met from the budget allocations for training.

International Training Events will not be considered by Council.

8.0 Review

Section 5.128 (5) of the Local Government Act 1995 **requires** that this policy be reviewed after each ordinary election, and at any other time that Council wishes to carry out a review.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Local Government Act 1995 Local Government (Administration) Regulations 1996, Regulation 35
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.16
Responsible Officer	Executive Assistant Senior Governance and Risk Management Officer
Initial Council Adoption	18 December 2019
Review Dates	31 August 2023
Next Review Due	31 October 2023 Section 5.128 (5) of the Local Government Act 1995 requires that this policy be reviewed after each ordinary election, and at any other time that Council wishes to carry out a review or more often where circumstances require.

ATTENDANCE AT EVENTS POLICY

Objective

The purpose of this policy is to establish guidelines for appropriate disclosure and management of acceptance of invitations to events or functions, or other hospitality occasions, where Elected Members and CEO are invited free of charge, whether as part of their official duties as Council or Shire representatives or not.

1.0 Policy Scope

Section 5.90A of the Local Government Act 1995 provides that a local government must prepare and adopt an Attendance at Events policy.

This policy is made in accordance with those provisions.

This policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of Council members and the Chief Executive Officer (CEO).

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before Council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

The following situations are specifically excluded where the event ticket (gift) is received from one of the following organisations (authorised in advance):

- WALGA (but not LGIS)
- Local Government Professionals Australia (WA)
- Australian Local Government Association
- A department of the public service
- A government department of another State, a Territory or the Commonwealth
- A local government or regional local government
- Southern Link Voluntary Organisation of Councils (VROC)
- Advocacy lobbying or Ministerial briefings
- Meetings of clubs or organisations within the Shire of Gnowangerup
- Any free event held within the Shire of Gnowangerup
- Australian or West Australian Local Government events
- Events hosted by Clubs or Not for Profit Organisations within the Shire of Gnowangerup to which the Shire President, Elected Member or Chief Executive Officer has been officially invited
- Shire of Gnowangerup hosted ceremonies and functions

- Shire of Gnowangerup hosted events with employees
- Shire of Gnowangerup run tournaments or events
- Shire of Gnowangerup sponsored functions or events
- Community art exhibitions
- Cultural events/festivals
- Events run by a Local, State or Federal Government
- Events run by schools within the Shire of Gnowangerup
- Shire President professional bodies associated with local government at a local, state and federal level
- Opening or launch of an event or facility within the Shire of Gnowangerup
- Recognition of Service events

The gift is still required to be recorded in the “gift register”.

2.0 Legislation

Section 5.57 of the Act states the following:

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.*

For the purposes of the above definition:

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*

‘Ticket’ *includes an admission ticket to an event, or an invitation to attend an event, or a complimentary registration to an event, that is offered by a third party.*

5.90A. Policy for attendance at events

(1) *In this section —*

event *includes the following —*

- (a) *a concert;*
- (b) *a conference;*
- (c) *a function;*
- (d) *a sporting event;*
- (e) *an occasion of a kind prescribed for the purposes of this definition.*

(2) A local government must prepare and adopt* a policy that deals with matters relating to the attendance of Council members and the CEO at events, including —

- (a) the provision of tickets to events; and
- (b) payments in respect of attendance; and
- (c) approval of attendance by the local government and criteria for approval; and
- (d) any prescribed matter.

* Absolute majority required.

(3) A local government may amend* the policy.

* Absolute majority required.

(4) When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.

(5) The CEO must publish an up-to-date version of the policy on the local government's official website.

5.87A. Council Member to disclose gifts

(1) A Council member must disclose, in accordance with subsection (2) and section 5.87C, a gift received by the Council member.

Penalty for this subsection: a fine of \$10 000 or imprisonment for 2 years.

(2) The disclosure must be made in writing to the CEO.

(3) A person does not commit an offence against subsection (1) if —

- (a) the amount of the gift does not exceed the amount prescribed for the purposes of this paragraph; or
- (b) the gift is not received by the person in their capacity as a Council member.

(4) For the purposes of subsection (3)(a), if the gift is 1 of 2 or more gifts made by 1 person to the Council member at any time during a year, the amount of the gift is the sum of the amounts of those 2 or more gifts.

(5) For the purposes of subsection (3)(b), the gift is not received by the person in their capacity as a Council member if it is a gift that the person would have received even if the person were not a Council member.

5.87B. CEO's to disclose gifts

(1) A CEO must disclose, in accordance with subsection (2) and section 5.87C, a gift received by the CEO.

Penalty for this subsection: a fine of \$10 000 or imprisonment for 2 years.

(2) The disclosure must be made in writing to the mayor or president.

(3) A person does not commit an offence against subsection (1) if —

(a) the amount of the gift does not exceed the amount prescribed for the purposes of this paragraph; or

(b) the gift is not received by the person in their capacity as the CEO.

(4) For the purposes of subsection (3)(a), if the gift is 1 of 2 or more gifts made by 1 person to the CEO at any time during a year, the amount of the gift is the sum of the amounts of those 2 or more gifts.

(5) For the purposes of subsection (3)(b), the gift is not received by the person in their capacity as the CEO if it is a gift that the person would have received even if the person were not the CEO.

3.0 Invitations

- a) All invitations or offers of tickets for a Council member or CEO to attend an event should be in writing and addressed to the CEO or Shire President of the Shire of Gnowangerup.
- b) Any invitation or offer of tickets not addressed to the CEO or Shire President of the Shire of Gnowangerup is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.
- c) A list of events and attendees authorised by the local government in advance of the event is listed under *1.0 Policy scope*.

4.0. Approval Process

Where an invitation is received to an event that is not pre-approved, it may be submitted for approval in writing no later than three business days prior to the event for approval as follows:

- Events for the Shire President will be approved by the Deputy Shire President;
- Events for Councillors will be approved by the Shire President; and
- Events for the CEO will be approved by the Shire President.

5.0 Considerations for approval of the event include:

- who is providing the invitation or ticket to the event,
- the location of the event in relation to the local government (within the district or out of the district),
- the role of the Council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,

- whether the event is sponsored by the local government,
- the benefit of local government representation at the event,
- the number of invitations / tickets received,
- the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation,
- alignment to the Shire's Strategic Objectives; and
- the number of Shire representatives already approved to attend.

Where an Elected Member and/or the Chief Executive Officer has an event approved through this process and there is a fee associated with the event, including for attendance of a partner, then the cost of the event is to be paid for out of the Shire's budget.

Disclosure requirements relating to tickets:

11.1 Where an Elected Member or employee is offered a ticket, and the ticket falls under the definition of a gift, details of the ticket is to be disclosed in accordance with the sections 5.87A – 5.87C of the *Local Government Act 1995* (for elected members and the Chief Executive Officer) or the *City's Code of Conduct* (for employees).

11.2 For the purposes of clarity, a disclosure is to be made to the Chief Executive Officer (or Mayor if it is the Chief Executive Officer) within 10 days of the Elected Member or employee receiving the ticket, and is to include:

- (i) a description of the ticket;
- (ii) the name and address of the person who gave the ticket;
- (iii) the date on which the ticket was received;
- (iv) the estimated value of the ticket at the time it was made; and
- (v) the nature of the relationship between the person who made the ticket and the person who received it.

6.0 Non-Approved Events

Any event that is not pre-approved, is not submitted through an approval process, or is received personally is considered a non-approved event.

If the event is a free event to the public then no action is required.

If the event is ticketed and the Elected Member or Chief Executive Officer pays the full ticketed price and does not seek reimbursement then no action is required.

If the event is ticketed and the Elected Member or Chief Executive Officer pays a discounted rate or is provided with a free ticket then the recipient must disclose receipt of the tickets (and any other associated hospitality) within 10 days.

Legislation / Documents	<ul style="list-style-type: none"> • Local Government Act 1995. • Local Government (Administration) Regulations 1996. • Elected Members’ Entitlements Policy. • Department of Local Government, Sport and Cultural Industries; Local Government Operational Guidelines <i>Attendance at events policy</i>.
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.17
Responsible Officer	Executive Assistant Senior Governance and Risk Management Officer
Initial Council Adoption	25 March 2020
Review Dates	31 August 2023
Next Review Due	31 October 2023 This policy will be reviewed after every election or more often where circumstances require.

TRAINING AND DEVELOPMENT POLICY

Objective

- To provide a framework for the ongoing training and development of the organisation's employees

1.0 As an organisation, Training is viewed as an important aspect of work force planning and is not an ad hoc arrangement.

2.0 The Shire of Gnowangerup is committed to:

- The development and improvement of its employees' competencies through training;
- Ensuring that employees meet the regulatory compliance requirements of positions;
- Assisting employees with their career aspirations where practicable;
- Ensuring that training for compliance will take precedence over all other training; and
- Recruiting and motivating staff using training as an incentive.

3.0 The Shire will support employees, where practicable, to attend appropriate conferences, seminars and training programs relating to their individual function and responsibilities as detailed in position descriptions and their individual Training and Development Plan.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Nil
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.1
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

DISPUTE RESOLUTION AND GRIEVANCE POLICY

Objective

- **To provide employees with a means by which to resolve disputes and grievances.**

- 1.0 The Shire of Gnowangerup recognises the value of maintaining a positive workplace. Key to this is providing clear information about how grievances, disputes and allegations of serious misconduct are defined and managed on a case-by-case basis in a fair and reasonable manner.
- 2.0 The CEO shall ensure that a Grievance Procedure is implemented and reviewed.
- 3.0 Where possible, and in accordance with relevant awards and enterprise bargaining agreements, disputes and grievances between employees and the Shire will be resolved internally.

Leading Hands, Supervisors, and Managers should be provided with the opportunity to resolve issues through the proper channels.
- 4.0 Where appropriate, and at the employee's request, Union Delegates will assist in the resolution of a dispute.
- 5.0 If at any stage the issue escalates to a stage where Union Officials become involved, the CEO must be informed.
- 6.0 Without prejudice to either party, work should continue in accordance with normal practices while the matters in dispute are being dealt with. If the situation is untenable, the CEO may elect to authorise alternative arrangements.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Nil
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.2
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 October 2015
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

EMPLOYEE STUDY ASSISTANCE POLICY

Objective

- **To provide a policy framework for employees who endeavour to further their education (as it relates to their position) through the provision of a financial subsidy and time off for study.**

- 1.0 Study assistance relates to any qualification gained through University/TAFE (or Technical Institute)/College which is nationally recognised.
- 2.0 Permanent employees who have completed their probationary period may be eligible for study assistance.
- 3.0 Approval may be granted only where there is clear relevance between current or prospective duties and the studies to be undertaken.
- 4.0 Applications for study assistance must be made annually.
- 5.0 The Shire will allocate in the Annual Budget a sum to assist with the costs associated with employee study assistance.
- 6.0 Financial Assistance
 - 6.1 The Shire will consider reimbursement to the maximum value of \$500 or up to \$1000 at CEO's discretion in any year for a first degree or education through a recognised provider (e.g. University or TAFE):
 - (a) Authorisation prior to commencement of the program is required, in order that the contents of the program can be assessed to ascertain the relevance to current work duties and responsibilities;
 - (b) Employees must pay for the approved unit(s) up front and pass the unit(s), prior to any reimbursement claim being made; and
 - (c) In order to claim reimbursement, employees must complete the study assistance claim form, provide the receipt of payment and a transcript of results obtained.

6.2 Council will not reimburse Higher Education Contribution Payments (HECS), or payments made under the Post Graduate Education Loan Scheme (PELS).

7.0 Time Off for Study

7.1 The Shire will consider up to five (5) hours per week, paid time off for employees who wish to gain higher education through a recognised provider (i.e. University or TAFE):

- (a) For time off to study to be approved, employees must satisfy the Shire that all endeavours have been made to study outside working hours, e.g. evening classes, correspondence, etc and that rostered days off are being utilised (this may include a change to the rostered day off in order to accommodate study hours);
- (b) The five (5) hours per week shall include travel time to and from the place of study;
- (c) Reasonable time for examinations will be considered;
- (d) A study assistance application form must be completed and approved prior to time off for study being commenced; and
- (e) Time off is offered as an alternative to financial assistance and must be applied for on an annual basis.

7.2 The process currently in place for staff to apply for this benefit will ensure the above requirements are met and therefore will enable the benefit to be provided as an exempt fringe benefit.

COMPLIANCE REQUIREMENTS

Legislation	• Nil
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.3
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Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 October 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2025</p> <p>This policy will be reviewed every two years or more often where circumstances require.</p>

WORK HEALTH AND SAFETY POLICY

Objective

To:

- **Improve safety conditions in the workplace.**
- **Decide suitable performance measurement and reporting tools.**
- **Continuously review and improve the Shire's safety performance.**
- **Ensure the Shire's health and safety obligations are met; and**
- **Maintain health and safety as a priority when managing our operations**

1.0 The Shire of Gnowangerup is committed to creating and supporting a safe and healthy place to work.

2.0 The Shire:

- a) will establish WHS objectives and plans to achieve them.
- b) is committed to the elimination of hazards in the workplace.
- c) values its workers, volunteers and contractors and commits to consultation and participation with all workers and their representatives.
- d) aims to ensure all its workers, volunteers and contractors work safely so that the health and safety of community members and visitors is not adversely affected by any Shire activities.
- e) believes that high performing work health and safety practices are essential for everyone's safety and well-being; and
- f) will regularly review its Work Health and Safety Management System and this Policy to ensure all hazards and risks are identified and mitigation in place to eliminate or reduce as far as is practicable.

3.0 Responsibilities

3.1 Senior Management are committed to establishing, implementing, and maintaining this policy and the associated Work Health and Safety systems by the development of a framework for setting WHS objectives.

All managers and supervisors are expected to:

- a) lead by good example, create, adopt, and support safe work practices and behaviours that lead to safe and healthy work environments.

- b) resource the workplace and the workers so they can work safely and report on WHS performance as needed.
- c) remove barriers that could prevent a safe and healthy environment by providing mechanisms, time and training to reduce or eliminate hazards in the workplace.
- d) promote and support standards defined by our Safety Management Plan, Australian Standards and Work Health and Safety legislation.

3.2 Workers and Volunteers

All workers and volunteers are expected to:

- a) lead by good example, take part in safe work practices and behaviours that lend to safe and healthy work environments.
- b) work respectfully and foster professional and healthy relationships with fellow team members and co-workers.
- c) follow work procedures and instructions that will help in meeting the objectives of this Policy.
- d) follow the training they have been provided with, to work safely; and
- e) report on hazards, incidents, and safety concerns within the procedures of the WHS Manual and Management Plans.

3.3 All contractors must:

- a) work within their own Safety Management Plans, be compliant with all relevant legislation and to consult with the Shire on WHS matters when working on Shire worksites. When the contractor and the Shire share workspaces and areas, communication is key to keeping all people in the workplace safe.
- b) work with the Shire to identify and report on hazards, incidents, and safety concerns.
- c) work respectfully in the Shire's work environment and foster professional and healthy relationships with Shire workers, volunteers and other Shire engaged contractors.
- d) represent positive, safe, and healthy practices as contractors to the community when working for the Shire.
- e) supply safety documents, tickets and any licences as requested by the Shire.
- f) improve compliance to relevant legislation and agree to rectify any non-compliance issues.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Work Health and Safety Act 2020
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.4
Responsible Officer	Deputy CEO Workplace and Health Safety Officer
Initial Council Adoption	28 October 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

~~HARASSMENT, BULLYING AND ANTI-DISCRIMINATION POLICY~~

DISCRIMINATION, HARASSMENT AND BULLYING POLICY

Objective

To outline the Shire's position on the provision of a healthy work environment founded upon the elimination of harassment, discrimination and victimisation (including bullying) in regard to sex, race, disability, sexual orientation, gender history, age religion, pregnancy, physical impairment, trade union association, social origin/culture or political beliefs.

1.0 Definitions

1.1 Harassment is defined as uninvited unwelcome attention, either physical or non-physical behaviour, gestures or verbal communication, interpreted by the receiver as offensive or unpleasant. This may also constitute bullying. This may be direct or indirect.

1.2 Discrimination is defined as when an individual is treated (or believes they are being treated) less favourably than another individual or group because of an attributed personal characteristic or trait. This may be direct or indirect.

1.3 Victimisation is defined as when an individual is singled out and subjected to suffering or ill treatment (either physical or non-physical) often in the pursuit of individual gain. This may also constitute bullying. This may be direct or indirect.

1.4 Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Unreasonable behaviour amounts to behaviour that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

2.0 The Shire has a right to take reasonable management action to direct the way in which work is conducted and to give employees lawful and reasonable directions to complete work in a certain manner.

3.0 The Shire of Gnowangerup will endeavour to:

- (a) provide all workplace participants with a workplace free from discrimination, sexual harassment and bullying;
- (b) provide and maintain safe systems of work;
- (c) provide a fair and effective procedure to investigate and resolve complaints of sexual harassment, discrimination and bullying;
- (d) treat all employees fairly; and
- (e) take suitable disciplinary action against any employee who is found to have sexually harassed, discriminated, bullied or victimised another employee.

4.0 Employees are to be encouraged and supported by their immediate Manager/Supervisor to report incidents of harassment/discrimination/victimisation, regardless of whether or not they wish to take action against the offender.

5.0 When an issue of harassment/discrimination/victimisation is reported to a Supervisor or Manager, the incident must be reported to the Chief Executive Officer, unless the complainant has expressed a desire for the issue not to be reported.

6.0 All matters of reported harassment/discrimination/victimisation will be dealt with in accordance with the Shire's 'Workplace Harassment and Bullying Procedure', and in a manner ensuring the utmost discretion, confidentiality and sensitivity towards the individual(s) concerned.

7.0 Procedures followed in a reported case of harassment/discrimination/victimisation, will be based on three strategies:

7.1 To assist the complainant in responding to the perpetrator personally.

7.2 Investigation of the incident. This may involve interviewing several parties and may result in a mediated/facilitated discussion between the parties.

7.3 In cases of a serious nature, disciplinary action and or possible termination may occur.

1. Policy statement and purpose

The Shire of Gnowangerup is committed to providing a working environment where every employee is treated equally, fairly and without prejudice.

2. Application

This policy applies to all employees, contractors and volunteers engaged or appointed by the Local Government while on the Local Government's premises or while engaged in Local Government related activities.

3. Unlawful discrimination

An employee is directly discriminated against if they are treated less favourably than another person in the same or similar circumstance, because of any one of the grounds of discrimination outlined below. Indirect discrimination can occur where a practice or requirement is imposed upon all employees but where a high proportion of employees with a protected ground cannot comply with, or are affected by, that practice or requirement.

The Shire of Gnowangerup acknowledges its responsibilities and obligations pursuant to the *Equal Opportunity Act 1984 (WA)*, *Racial Discrimination Act 1975 (Cth)*, *Disability Discrimination Act 1992 (Cth)*, *Age Discrimination Act 2004 (Cth)*, the *Australian Human Rights Commission Act 1986 (Cth)* and the *Sex Discrimination Act 1984 (Cth)*.

3.1 Grounds of discrimination

The following is a non-exhaustive list of the grounds of discrimination for which it is unlawful to discriminate against an individual:

- age
- family responsibility or status
- race, colour or ethnic origin
- sex including gender identity, sexual orientation and intersex status
- physical or mental disability
- marital status
- political or religious conviction
- pregnancy
- criminal record

- breastfeeding
- gender history
- impairment
- national extraction or social origin, and
- trade union activity.

3.2 Sexual harassment

The *Equal Opportunity Act 1984* (WA) provides that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated.

Some examples of sexual harassment include, but are not limited to:

- physical contact (touching, rubbing, patting, embracing, brushing up against, etc.)
- gestures of a sexual nature
- leering or staring
- offensive telephone calls, emails, text messages or notes
- sexual suggestive jokes or comments
- sexually explicit posts on social networking sites
- tales of sexual exploits
- repeated requests for a date
- unwelcome comments or questions about a person's sex life, appearance or dress, and
- displaying sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails).

Just because someone does not object to inappropriate behaviour in the workplace at the time, does not mean that they are consenting to the behaviour.

3.3 Bullying

Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Unreasonable behaviour amounts to behaviour

that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

Bullying can adversely affect the health and safety of employees therefore it is unlawful under the *Work Health and Safety Act 2020 (WA)* and the *Work Health and Safety (General) Regulations 2022 (WA)*.

Some examples of bullying include, but are not limited to:

- loud, abusive or offensive language or comments
- yelling and screaming
- unjustified criticism and insults
- unjustified threats of dismissal or other disciplinary action
- acts of sabotaging another's work by withholding information which is required to fulfil tasks
- spreading malicious rumours or misinformation
- inappropriate comments about an employee's appearance, lifestyle or family
- deliberately excluding an employee from workplace meetings or activities
- hiding documents or equipment or withholding vital information required for effective work performance
- constantly changing targets or work guidelines
- overloading an employee with work and impossible deadlines
- setting tasks that are unreasonably below or beyond an employee's level of skill
- threats of assault or violence or actual violence
- teasing and practical jokes, and
- isolating or ignoring an employee on a constant basis.

Where an employee makes a threat of violence or assaults another employee, the police should be called.

3.4 What are the ways in which bullying can occur?

There are a variety of ways bullying behaviour can occur in the workplace such as verbally, through email or text message or via social media. Bullying can be directed at an individual employee or a group of employees and can be carried out by one or more employees. Bullying can occur between employees, downwards from managers or supervisors to employees or upwards from employees to managers or supervisors.

3.5 Reasonable management action

The Shire of Gnowangerup has the right to take reasonable management action to direct the way in which work is conducted and to give employees lawful and reasonable directions to complete work in a certain manner. Reasonable management action is not workplace bullying.

Some examples of reasonable management action include, but are not limited to:

- the establishment and regular use of performance management systems
- the setting of reasonable performance targets and deadlines
- providing employees with constructive feedback or counselling to assist workers to improve their work performance or the standard of their behaviour
- issuing a lawful and reasonable direction to an employee to complete a work task
- preparing and amending a roster for employees
- transferring an employee to a different work location for operational reasons
- implementing organisational change
- informing an employee about inappropriate behaviour in a confidential manner, and
- taking disciplinary action against an employee.

3.6 Other behaviours not considered to be bullying

Where two or more employees have a difference of opinion and disagree on an issue, this is not usually considered to be workplace bullying. However, where conflict escalates and is repeated, it may meet the definition of workplace bullying.

Bullying does not occur where the bullying behaviour is a one-off occurrence and if that behaviour does not create a risk to health or safety.

3.7 What should you do if you think you are being discriminated against, sexually harassed or bullied?

Refer to the Grievance Policy and Procedure for steps to take if you think you are being discriminated against, sexually harassed or bullied, or if you suspect another employee is experiencing any of those things.

3.8 Roles and responsibilities

To ensure the intent of this policy is realised, various roles within the Local Government must assume certain responsibilities.

The Local Government will endeavour to:

- provide all workplace participants with a workplace free from discrimination, sexual harassment and bullying
- provide and maintain safe systems of work
- provide a fair and effective procedure to investigate and resolve complaints of sexual harassment, discrimination and bullying
- treat all employees fairly, and
- take suitable disciplinary action against any employee who is found to have sexually harassed, discriminated, bullied or victimised another employee.

All Local Government employees, contractors and volunteers are required to:

- report any incidents of sexual harassment, discrimination or bullying they may see happening around them to the employee's line manager or other appropriate manager
- follow all policies and procedures of the Local Government
- ensure they do not victimise any person making a complaint of sexual harassment, discrimination or bullying, and
- treat all employees fairly and with respect.

Employees should be aware that discrimination, bullying and sexual harassment may expose them individually to legal action.

4. Support

The Shire of Gnowangerup engages the services of an external Employee Assistance Provider who can provide employees with confidential counselling. Please see Human Resources for details of the Employee Assistance Provider.

5. Consequences of breaching this policy

Any breach of this policy may result in disciplinary action up to and including termination of employment.

6. Variation to this policy

This policy may be cancelled or varied from time to time. Shire employees will be notified of any variation to this policy by the normal correspondence method.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • <i>Equal Opportunity Act 1984 (WA)</i> • <i>Racial Discrimination Act 1975 (Cth)</i> • <i>Disability Discrimination Act 1992 (Cth)</i> • <i>Age Discrimination Act 2004 (Cth)</i> • <i>Australian Human Rights Commission Act 1986 (Cth)</i> • <i>Sex Discrimination Act 1984 (Cth)</i> • <i>Work Health and Safety Act 2020 (WA)</i> • <i>Work Health and Safety (General) Regulations 2022 (WA)</i>
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.5
Responsible Officer	Deputy Chief Executive Officer

Initial Council Adoption	28 October 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2025</p> <p>This policy will be reviewed every two years or more often where circumstances require.</p>

STAFF HOUSING POLICY

Objective

To support the attraction and retention of staff with the requisite skills and qualifications

1.0 Housing Eligibility

All housing allocations are approved and managed by the Chief Executive Officer.

2.0 Housing Allocation

Housing is allocated to designated positions within the workforce and shall be determined predominately on a hierarchical basis or for positions that have traditionally been difficult to attract interest or are critical to the operations of the Shire. In exceptional circumstances the Chief Executive Officer may take into account personal requirements of the employee and/or the significance of the position for the ongoing operations of the organisation.

3.0 Housing Subsidy

3.1 Rental assistance for renting of private properties may be considered at the sole discretion of the Chief Executive Officer.

3.2 Where an employee is entitled to a Council house but has alternate housing arrangements, Council may pay an annual Housing Allowance. Where an employee was originally offered a Council house with the advertised position but had alternate housing arrangements, Council will endeavour to provide housing for that employee if their circumstances change.

4.0 Water Subsidy for Council Owned Housing

Water Corporation rates and usage for Council owned houses will be covered by the Shire of Gnowangerup on the understanding that the gardens and surrounds be well kept. All other utilities will be the responsibility of the tenant.

5.0 Tenancy Agreement

All employees are required to sign a Residential Tenancy Agreement at the commencement of any housing rental arrangement.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Residential Tenancies Act 1987
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.6
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	16 December 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

RECRUITMENT AND SELECTION POLICY

Objective

To ensure appropriate and consistent recruitment and selection standards are applied at the Shire of Gnowangerup

1.0 POLICY STATEMENT

- 1.1 This policy outlines the Shire of Gnowangerup's commitment to undertake the recruitment and selection of employees in accordance with the principles outlined in section 5.40 of the *Local Government Act 1995* (the Act) and to ensure successful recruitment and selection decisions are made.

2.0 APPLICATION

- 2.1 This policy applies to the recruitment and selection of all vacant positions excluding the Chief Executive Officer (CEO).
- 2.2 CEO recruitment and employment procedures are prescribed in the relevant sections of the Act and the *Local Government (Administration) Regulations 1996*.
- 2.3 If the CEO is recruiting a Senior Employee as defined in section 5.37 of the Act, this policy applies in addition to the requirement for the CEO to inform Council of any decision to employ or dismiss a Senior Employee.

3.0 MERIT AND EQUITY

- 3.1 The Shire of Gnowangerup is committed to ensuring recruitment, selection, promotion and other personnel decisions are fair, consistent, transparent, professional and compliant with the principles set out in section 5.40 of the Act.
- 3.2 Recruitment and selection practices are to be conducted to ensure high calibre candidates apply for vacancies.

4.0 EQUAL OPPORTUNITY EMPLOYMENT

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- 4.1 The Shire of Gnowangerup recognises its legal, moral, social and ethical obligations to actively promote and practice the principles of equal opportunity in all aspects of employment.
- 4.2 The **Shire Local Government** will ensure it meets its obligations to coordinate a process free from discrimination by ensuring:
- all advertisements, job descriptions and titles are non-discriminatory;
 - the most suitable person is appointed to a position based on qualifications, skills, expertise, experience and aptitude;
 - all personnel forms are non-discriminatory and relevant in phrasing and requirements, and
 - benefits and entitlements are accessible and administered in a consistent manner throughout the workforce.

5.0 AUTHORITIES AND RESPONSIBILITIES

- 5.1 Managers and supervisors are responsible for the recruitment and selection of employees:
- by assessing the need to recruit for a position;
 - within the scope of their direct or indirect supervision;
 - within approved budget allocations;
 - in accordance with this policy and relevant operational procedures; and
 - in consultation with the CEO.

5.2 The CEO is required to execute the employment contract on behalf of the Shire of Gnowangerup.

5.3 The Deputy CEO is responsible for working with the relevant manager or supervisor to ensure procedural integrity of the recruitment and selection process.

6.0 CONFIDENTIALITY OF INFORMATION AND CONFLICT OF INTEREST

6.1 All employees involved in the recruitment and selection process will be bound by:

- strict standards of confidentiality; and
- disclosure of interest requirements as outlined in the Shire of Gnowangerup's Code of Conduct.

7.0 REVIEW OF POSITIONS

7.1 The Shire of Gnowangerup reserves the right to review the need for any position within its existing organisational structure. All positions need to comply with the allocation of resources to meet the objectives of the Workforce Plan, Strategic Community Plan and Corporate Business Plan.

8.0 INTERNAL APPOINTMENTS

8.1 The Shire of Gnowangerup recognises that it may have internal applicants for vacancies. All internal applicants will be subject to the same recruitment and selection processes and pre-employment checks as external applicants **unless exempt by the CEO.**

9.0 SELECTION AND APPOINTMENT

9.1 Selection of the preferred candidate must demonstrate substantial alignment with the requirements of the role, as described in the relevant Position Description.

9.2 As a general rule, all required pre-employment checks as documented in the Recruitment and Selection Procedure will be undertaken before a preferred candidate is offered a contract of employment for the position.

10.0 PROBATION

10.1 All new permanent or maximum/fixed term appointments of more than six months will be subject to a probation period of at least three months but no more than six months.

11.0 RECORD KEEPING

11.1 Records must be created and maintained to evidence compliance with this policy, in accordance with the Shire of Gnowangerup’s Recordkeeping Plan and the *State Records Act 2000*.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995 Equal Opportunity Act 1984 Occupational Safety and Health Act 1984 Workplace Health and Safety Act 2020
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.9
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	18 December 2019
Review Dates	31 August 2023
Next Review Due	31 August 2025. This policy will be reviewed every two years or more often where circumstances require.

EMPLOYEE RECOGNITION GRATUITY POLICY

Objective

To recognise the services of employees with the Shire. To reward employees for their contribution to organisational success

Upon resignation or retirement, in recognition of equality for employees who have completed more than four years of service but who do not have the benefit of enterprise bargaining in their employment conditions, the following provisions apply:

Unused Personal Leave Payout	Portion of Entitlement included in Termination Payout
1-200 hours	20%
201-400 hours	40%
401-600 hours	60%
601+ hours	80%

The above calculation is capped at a maximum of \$5,000 as per Local Government (Administration) Regulations 1996 – Reg 19A.

Payment of the above is calculated at the employee’s rate of pay as at the date of resignation or retirement and being made before tax, forms part of the employee’s taxable income.

Employees who are terminated as a result of unsatisfactory work performance and or serious misconduct are excluded from the benefits provided for in this Policy.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATIONS

Policy Number	3.10
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	26 April 2018

Review Dates	<ul style="list-style-type: none"> • 24 November 2021 • 31 August 2023
Next Review Due	31 August 2024. This policy will be reviewed annually or more often where circumstances require.

EMPLOYEE – OTHER LEAVE POLICY

Objective

To provide employees who are members of an approved volunteer emergency organisation access to leave for the purpose of active service.

1. St John Ambulance / Emergency Services / SES Leave
 - 1.1. An employee, other than a casual, involved in recognised voluntary services, including St John Ambulance, SES or Bush Fire Brigades, shall be entitled to paid time off to attend to emergency situations.
 - 1.2. In order to receive payment employees shall supply proof of time off required.
 - 1.3. Approval shall be limited to a maximum of 38 hours per calendar year.
 - 1.4. Should the amount of leave required exceed more than one day then approval from the Chief Executive Officer is required will be sought.
 - 1.5. Employees seeking leave under this Policy must provide certification that they have become members of a recognised volunteer emergency service organisation.

2. Paid leave granted under this Policy will be paid for the time absent from duty up to the total of ordinary time usually worked in that day or period during the emergency/service, but not including time in excess of ordinary working hours, weekends or public holidays.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> • Local Government Act 1995
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.11
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	23 October 2019
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

DISCIPLINARY POLICY

Objective

To provide the Shire of Gnowangerup with guidance on how to apply disciplinary action against employees in a consistent, fair and objective manner.

Policy Statement

The Shire may from time to time consider that issues of employee behaviour, conduct or performance levels require disciplinary action.

Application

This policy applies to all employees who work at Shire of Gnowangerup including contractors, volunteers and any person performing work for or with the Shire of Gnowangerup in any capacity.

Commitment

The Shire is committed to providing the best possible service and ensuring its employees perform and conduct themselves in accordance with the Shire's Code of Conduct, policies, procedures and guidelines. Any disciplinary action will be applied in a consistent, fair and objective manner to ensure employees are given an opportunity and assistance to improve.

Authority to take Disciplinary Action

Disciplinary action may only be taken when authorised by the Chief Executive Officer.

When the Disciplinary Policy Applies

Some examples of when this policy may be invoked include breaches of the Shire's policies and procedures including, but not limited to:

- breaches of the Code of Conduct such as failing to disclose a conflict of interest, or accepting a prohibited gift; or
- poor performance such as frequently arriving to work late or producing poor quality work; or

- inappropriate behaviour such as theft, violating the Harassment, Bullying and Anti-Discrimination Policy, or wilfully disobeying a lawful instruction.

General Disciplinary Principles

The following principles will apply to any disciplinary action:

- **Nature of allegation and investigation:** Before formal disciplinary action is taken against an employee, the nature of the allegations made against an employee will be put to the employee and an investigation may follow, in accordance with the Dispute Resolution and Grievance Policy and Procedure;
- **Right to a support person:** Where an employee is required to attend a formal meeting regarding a disciplinary matter or procedure, the employee may be accompanied by a support person where practicable. The role of a support person is not to advocate on behalf of anyone, but to simply provide emotional or other support;
- **Confidential:** All parties must keep matters related to a disciplinary process confidential; and
- **Fair and impartial:** The Shire strives to keep the disciplinary process fair and impartial, meaning that all parties involved will have an opportunity to put their case forward and be given an opportunity to respond.

Serious Misconduct

Serious misconduct pursuant to the Fair Work Regulations 2009 includes, but is not limited to:

- wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- conduct that causes serious and imminent risk to the health or safety of a person; or the reputation, viability or profitability of the Shire of Gnowangerup;
- the employee, in the course of their employment, engaging in:
 - theft; or

- fraud; or
- assault;
- the employee being intoxicated at work; or
- the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

If an employee engages in serious misconduct, disciplinary action that may be taken includes, but is not limited to, summary dismissal (termination of employment without notice).

Other Disciplinary Action

With the exception of serious misconduct, where an employee has engaged in an act or omission which is inconsistent with any of the Shire's Policies, the employee could be disciplined as follows:

- **Verbal warning** – Where an employee engages in an act or omission which is inconsistent with policy, the CEO has the discretion to issue the employee with a verbal warning. The verbal warning should be noted in a file note and placed on the employee's personnel file;
- **Written warning** – If the employee engages in a more serious act or omission or acts in a manner which is inconsistent with policy, the CEO has the discretion to issue the employee with a written warning. The employee must be given a copy of the written warning.; and
- **Termination of employment with notice** – In cases other than summary dismissal, an employee's employment may be terminated with notice or payment in lieu of notice provided the Shire has a valid reason for terminating the employee's employment and the employee has an opportunity to respond to the reasons for termination.

Whenever an employee is required to attend a meeting regarding a disciplinary issue, the employee may have a support person present where practicable. The type of disciplinary action taken against an employee is at the Shire's discretion and the type of disciplinary action will depend on the seriousness and frequency of any misconduct or performance issue.

Principles to be Applied

- Where disciplinary action is taken the principles of procedural fairness must prevail. These principles are expanded on in the Shire of Gnowangerup's Dispute Resolution and Grievance Policy and Procedure.

Investigation Procedures for Alleged Misconduct

Investigations into alleged misconduct should follow the processes detailed in the Shire of Gnowangerup's Dispute Resolution and Grievance Policy and Procedure.

Reporting Obligations

If an officer or employee of the Shire has reporting obligations pursuant to the Corruption and Crime Commission Act 2003 (WA) and suspects on reasonable grounds that a matter arises which concerns or may concern misconduct, the Corruption and Crime Commission must be notified of that matter as soon as reasonably practicable.

Employees must also be aware of and adhere to any obligations pursuant to the Public Interest Disclosure Act 2003 (WA).

Variation to this Policy

This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this policy by the normal correspondence method.

Related Corporate Documents

- Dispute Resolution and Grievance Policy
- Dispute Resolution and Grievance Procedure
- Shire of Gnowangerup Code of Conduct

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Fair Work Act 2009 (Cth) • Fair Work Regulations 2009 (Cth) • Corruption, Crime and Misconduct Act 2003 (WA) • Public Interest Disclosure Act 2003 (WA) • Public Sector Management Act 1994
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.12
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	28 October 2020
Review Dates	31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

INVESTMENT POLICY

Objective

To provide a policy framework for the investment of the Shire of Gnowangerup's surplus funds with consideration of risk and at the most favourable rate of interest available to it at the time, for that investment type, and having regard for the local banks, while ensuring that its liquidity requirements are being met.

To provide a policy framework for the investment of the Shire of Gnowangerup's surplus funds with consideration of risk, return and liquidity requirements.

1.0 Investment Aims

- 1.1 Whilst exercising the power to invest consideration is to be given to the preservation of capital, liquidity and the return on investment.
- 1.2 Preservation of capital is the principal objective of the investment portfolio. Investments are to be managed performed in a manner that seeks to ensure security and safeguarding the investment portfolio. This includes management of credit and interest rate risk within identified thresholds and parameters.
- 1.3 The Investment portfolio maturity profile is to will ensure there is sufficient liquidity to meet all reasonably anticipated cash-flow requirements as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment.
- 1.4 The investment portfolio is expected to achieve a predetermined market average rate of return that takes into account the Shire's risk tolerance. Any additional return target set by Council will also consider the risk limitation and prudent investment principles.

2.0 Prudent Person Standard

The Investments are to will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolio to safeguard the portfolio in accordance with the spirit of this Investment Policy and not for speculative purposes.

3.0 Ethics and Conflicts of Interest

Officers shall refrain from personal activities that would conflict with the proper execution and management of Shire's investment portfolio. This policy requires Officers to disclose any conflict of interest to the CEO.

4.0 Approved Investments

Without approval from Council, investments are limited to:

- (a) fixed term deposits with an authorised deposit-taking institution as defined in the Banking Act 1959 (Commonwealth) section 5, for a term not exceeding 12 months; or
- (b) fixed term deposits with the Western Australian Treasury Corporation established by the Western Australian Treasury Corporation Act 1986 for a term not exceeding 12 months; or
- (c) State/Commonwealth Government Bonds with a term of maturity not exceeding three years.

5.0 Prohibited Investments

5.1 This Investment Policy prohibits any investment carried out for speculative purposes including:

- (a) Derivative-based instruments;
- (b) Principal-only investments or securities that provide potentially nil or negative cash flow; and
- (c) Stand-alone securities issued that have underlying futures, options, forwards contracts and swaps of any kind.

5.2 ~~This policy also prohibits the use of~~ Leveraging (borrowing to invest) of an investment.

5.3 In accordance with the Local Government (Financial Management) Regulations 1996 Regulation 19C, this policy also prohibits the following:

- (a) Deposits with any institution other than an authorised institution;
- (b) ~~Deposits for a fixed term of more than 12 months;~~
- (c) Investment in bonds that are not guaranteed by the Commonwealth Government, or a State or Territory government;
- (d) ~~Investment in bonds with a term to maturity of more than 3 years;~~ and
- (e) Investment in a foreign currency.

6.0 Ethical Investments

5.1 Preference is to be given to financial institutions that have no current record of funding fossil fuels and do not invest in or finance the fossil fuel industry, subject to all such investments meeting the risk ratings, favourable returns and diversification limits set out in this Policy. The Shire will use resources such as Market Forces in determining fossil-free investments <https://www.marketforces.org.au/info/compare-bank-table>

7.0 Risk Management Guidelines

7.1 Investments obtained are to comply with three key criteria relating to:

- (a) Portfolio Credit Framework Limits: limit overall credit exposure of the portfolio;

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %
AAA	A-1+	100%
AA	A-1	100%
A	A-2	100%

- (b) Counterparty Credit Framework: limit exposure to individual counterparties/institutions;

The Shire will invest funds with authorised financial institutions that provide a service to the local community by establishing branches or agencies in the Shire of Gnowangerup. Such institutions must maintain a minimum Standard and Poor’s rating of A-2 for short term investments.

- (c) Term to maturity Framework: limits based upon maturity of securities

The investment portfolio is to be invested within the following maturity constraints:

Overall Portfolio Term to Maturity Limits	
Portfolio % < 1 year	100% Maximum, 40% Minimum
Portfolio % 1-3 years	60% Maximum

8.0 Performance

Performance benchmarks will be as follows:

Investment	Performance Benchmark
Cash	Cash Rate
Enhanced/Direct Investments Fixed term deposits	UBSWA Bank Bill
Diversified Funds	UBSWA Bank Bill less an appropriate margin CPI + appropriate margin over rolling 3-year periods

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995 Section 6.14.
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DOCUMENT CONTROL

FINANCE

Policy Number	4.3
Responsible Officer	Senior Finance Officer
Initial Council Adoption	25 August 2008
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2024</p> <p>This policy will be reviewed every two years or more often where circumstances require.</p>

CORPORATE CREDIT CARD POLICY

Objective

To provide guidance for the use of Corporate Credit Cards.

- 1.0 The use of Corporate Credit Cards shall only be approved if there is a demonstrated need and advantage to the Shire. These include:
 - (i) Elimination or reducing time spent on paper-based ordering and payments;
 - (ii) Reduction of administrative costs;
 - (iii) Reducing the number of payments per month;
 - (iv) Provision of a useful resource in an emergency situation; and
 - (v) Reducing the need to carry cash on the premises.
- 2.0 Applications for Corporate Credit Cards and Approval

All applications for a Corporate Credit Card shall be approved by the Chief Executive Officer.

In the case of the Chief Executive Officer, the Council shall approve the application and determine the conditions for use and maximum credit limit and credit limit for each individual transaction.
- 3.0 Register

A register shall be maintained by the Deputy CEO of all Credit Cards issued. The register shall include:

 - (i) Date of approval by Chief Executive Officer;
 - (ii) Name of card holder;
 - (iii) Conditions of use of the card; and
 - (iv) A review date for continuing use of the card, not exceeding 24 months.
- 4.0 Issuing of Corporate Credit Cards to Elected Members
 - 4.1 The Local Government Act does not make provision for the issuing of credit cards to Elected Members. (A Local Government can only pay allowances or reimburse expenses to an Elected Member).
 - 4.2 Elected Members shall not be issued with a Corporate Credit Card as there are no provisions within the Act, which allow an Elected Member to incur a debt.

5.0 Controls for the Use of Corporate Credit Cards

The following shall be complied with for controlling the use of Corporate Credit Cards:

General

- 5.1 An agreement shall be signed by the cardholder which sets out the cardholder's responsibilities and legal obligations when using the Credit Card;
- 5.2 A register ~~by the CEO~~ of all current cardholders ~~shall should~~ be kept ~~by the CEO~~ which includes card number, expiry date of the Credit Card, credit limit and details of goods and services the cardholder has authority to purchase;
- 5.3 All new and existing cardholders shall be provided with a copy of the policies relating to the use of Credit Cards;
- 5.4 When an employee misplaces their Credit Card, they shall promptly report the matter to Deputy CEO who shall immediately cancel the card;
- 5.5 Credit Cards shall not be transferred to other users;
- 5.6 Use of the reward schemes, such as Fly Buys, will not be permitted for personal gain;
- 5.7 All surrendered Credit Cards shall be destroyed by the Deputy CEO in the presence of another employee;
- 5.8 In the event that a cardholder fails to comply with the policies requirements, the Chief Executive Officer shall withdraw the use of the Corporate Credit Card and take appropriate disciplinary action. All criminal/illegal acts of alleged misuse shall be reported to the Police and other relevant authorities; and
- 5.9 The use of Corporate Credit Cards for personal entertainment uses is prohibited.

6.0 Purchasing

- 6.1 Credit Cards shall only be used for purchasing goods and services on behalf of the Shire;
- 6.2 Personal expenditure is strictly prohibited;
- 6.3 A Credit Card shall not be used for cash withdrawals;
- 6.4 Maximum credit limit shall be based on the cardholder's need and approved by the Chief Executive Officer and the following will be used as a guide:

Maximum credit limit is ~~\$20,000~~ ~~\$10,000~~ and combined transaction limit per card will be as follows:

Name	Credit Limit \$	Maximum Credit Limit per Transaction \$
Chief Executive Officer	\$20,000 \$10,000	\$20,000 \$10,000
Deputy CEO	\$20,000 \$10,000	\$20,000 \$10,000

6.5 Purchases by facsimile, telephone or over the internet shall be authorised by the **cardholder person** and all paperwork shall be kept and verified.

7.0 Payments

7.1 The cardholder shall provide appropriate and sufficient documentary evidence of all charges, as required, on a regular basis;

7.2 Time frames for all payment of accounts shall be monitored by Deputy CEO to ensure that credit charges are minimised and accounts are paid so as not incur a penalty or interest;

7.3 Cardholders cannot approve expenditure incurred on their own cards – these will be referred to the Chief Executive Officer for approval. Purchases made by the Chief Executive Officer shall be approved by the Shire President.

8.0 Termination of Employment

8.1 The Credit Card will be cancelled immediately on termination of employment of the cardholder. The cardholder remains responsible for providing details of any expenditure included on a credit card statement up to and including their final day of employment.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> Local Government Act 1995 section 6.5 (a) Local Government (Financial Management) Regulations 1996 Reg 11.1 (a) Local Government (Rules of Conduct) Regulations 2007 Reg 9(1)
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DOCUMENT CONTROL

FINANCE

Policy Number	4.4
Responsible Officer	Senior Finance Officer
Initial Council Adoption	22 May 2013
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2024</p> <p>This policy will be reviewed annually or more often where circumstances require.</p>

WAIVER OF RUBBISH AND RECYCLING CHARGES POLICY

Objective

To detail the conditions where the Shire will grant a waiver of rubbish and recycling charges for community organisations.

- 1.0 A community organisation that uses and occupies a premise on land under the care, control and management of the Shire of Gnowangerup shall be entitled to a waiver of the applicable rubbish and recycling charges each financial year.
- 2.0 Any waiver approved by the CEO under Delegation is to be recorded as a donation expense in the financial accounts.
- 3.0 All proposed waivers to be granted shall be disclosed in the Annual Budget, in accordance with Regulation 26 of the Local Government (Financial Management) Regulations 1996.
- 4.0 All waivers granted shall be disclosed in the Annual Financial Report, in accordance with Regulation 42 of the Local Government (Financial Management) Regulations 1996.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Section 6.12 Local Government Act 1995 • Regulation 26 of the Local Government (Financial Management) Regulations 1996. • Regulation 42 of the Local Government (Financial Management) Regulations 1996
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DOCUMENT CONTROL

FINANCE

Policy Number	4.6
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	23 May 2007
Review Dates	<ul style="list-style-type: none"> • 31 May 2019 • 31 August 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

SELF-SUPPORTING LOANS TO COMMUNITY ORGANISATIONS

Objective

To assist clubs and community organisations in improving community based facilities through self-supporting loan facilities.

1.0 Eligible Organisations

Loans will only be considered for applicants that are incorporated bodies occupying land either owned by, or vested in the care, control and management of, a community organisation or the local government.

2.0 Application requirements

2.1 Organisations making application for a self-supporting loan are to provide:

- (a) Three years audited financial statements;
- (b) A business plan for the proposed term of the loan that clearly demonstrates the ability to repay the loan being requested;
- (c) A copy of the organisations constitution;
- (d) Minutes outlining the resolution/agreement to borrow the funds required for the improvement project;
- (e) Any other information that the Council considers relevant to evaluate the application.

3.0 Loan Funding Details

3.1 Loan funds will only be provided for capital works on the subject land when ownership of all infrastructure ultimately vests in the community or the Shire (notwithstanding established leasehold arrangements).

3.2 The maximum loan amount that will be considered is 50% of the proposed project cost.

3.2 Loans will be provided at the applicable WA State Treasury interest rates when the loan is drawn down and will be fixed for the term of the loan.

3.3 The term of the loan is not to exceed 10 years.

3.4 Loan repayments will be amortised and will generally be six monthly unless Council agrees to an alternate arrangement the applicant can present a case to convince Council otherwise.

3.5 The applicant will be responsible for meeting any government guarantee fee that may be imposed, which will be payable six monthly at rates that may vary during the term of the loan.

4.0 Evaluation Process

4.1 Council will evaluate an application for a self-supporting loan on the following basis:

- (a) Demonstrated ability of the organisation to repay the loan;
- (b) Stability, sound management, membership base, community accessibility and longevity of applicant organisation;
- (c) Funds being used for capital improvements;
- (d) If considered appropriate security over the organisations assets ~~being provided, if considered appropriate~~; and
- (e) The loan amount sought does not exceed the maximum specified in clause 3.3.

5.0 Approval Conditions

5.1 All applications approved shall be subject to the following conditions:

- (a) The Organisation will be required to enter into a Deed of Agreement to meet annual repayments associated with the Self Supporting Loan;
- (b) The Organisation to pay all costs associated with the preparation of the documents concerning the raising of the loan, including the Deed of Agreement outlined in 5.1(a);
- (c) The Organisation to insure and keep insured the premises, where the premises are used as security for the loan; and
- (d) Any proposal by the Council to borrow and provide a self-supporting loan to a community organisation that has not been included in the Council's annual budget must be advertised for a one-month period, in accordance with Section 6.20(2) of the *Local Government Act 1995*.

6.0 Other Requirements

- 6.1 Loan funds will only be released after ~~documentary~~ proof of committed expenditure is submitted to the CEO.
- 6.2 The Council will seek any remedy available to it under law in terms of the recovery of delinquent loan repayments.



- 2019 -

SHIRE OF GNOWANGERUP

and

{INSERT CLUB NAME}

and

{Insert Guarantors Names and Addresses}

**SELF SUPPORTING LOAN AGREEMENT AND
GUARANTEE**



Policy Manual

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SELF SUPPORTING LOAN AGREEMENT AND GUARANTEE

DEED dated

BETWEEN **SHIRE OF GNOWANGERUP** of 28 Yougenup Road,
Gnowangerup, Western Australia ('the Shire')

AND **{Insert Club's name and address}**

AND

{Insert Guarantors names and addresses}

('the Guarantors')

RECITALS

- A. By a lease dated _____ ('the Lease') the Shire leased to the {Club name}, Reserves {Reserve #s} situated at Lots {Lot #s and address} ('the Land') for the term, and on the terms and conditions set out in the Lease.
- B. The {Club name} occupies the land in Reserve {Reserve #s} in accordance with the purpose set out in the Lease.
- C. On the _____ the Shire raised loan number {Insert #} in the amount of \${Amount} ('the Loan') for the purpose of assisting the Club with (description of the project).
- D. The Shire has paid to the Club, at the request of the Guarantors, the amount raised by the loan and the Club has agreed to repay to the Shire all instalments of principal and interest payable by the Shire with respect to the loan upon the terms and conditions contained in this Deed.

OPERATIVE PART

1.0 REPAYMENT OF PRINCIPAL & INTEREST

1.1 The Club HEREBY COVENANTS AND AGREES with the Shire as follows:

(a) to pay to the Shire all instalments of principal and interest payable by the Shire with respect to the loan during the _____year term of the loan;

(b) without limiting the generality of paragraph (a) of this clause 1.1, to pay to the Shire the instalments of principal and interest specified in the Schedule on the date set out in the Schedule, as to which time shall be of the essence;

(c) if the amount payable by the Shire with respect to the loan is at any time increased or decreased by reason of any change of the rate of interest payable with respect thereto to pay such increased or decreased amounts as and when they become due by the Shire; and

(d) if any amount payable by the Club under this Deed is not paid to the Shire by the date upon which this amount falls due under the terms of this Deed then the Club shall pay to the Shire interest on that amount calculated from and including the actual date of payment at the rate of interest charged at the due date by the Shire's bankers for overdraft accommodation equal to the amount outstanding.

2.0 DEFAULT

The Shire and the Club MUTUALLY COVENANT AND AGREE as follows:

2.1 Immediate Payment

If the Club fails to perform or observe any of the obligations imposed on it by this Deed the Shire may at its option by written notice to the Club determine this Deed and all instalments of principal and interest specified in the Schedule and any payments to be made pursuant to clause 1.1(d) of this Deed shall become immediately due and payable by the Club.

2.2 Determination of Lease

For the purpose of Clause 5 of the Lease, reference to a default made by the Club in the performance of the covenants or conditions contained in the Lease shall be taken to include any failure by the Club to perform or observe any of the obligations imposed on it by this Deed and the Shire and the Club agree that the Lease is varied accordingly.

2.3 Simultaneous Determination

If the Lease determines or is terminated for any reason whatsoever this Deed shall determine simultaneously and all instalments of principal and interest specified in the Schedule and any payments to be made pursuant to clause 1.1(d) of this Deed shall become immediately due and payable by the Club.

3.0 GUARANTEE

3.1 In consideration of the Shire, at the request of the Guarantors, paying the amount raised by the loan to the Club, the Guarantors HEREBY AGREE WITH AND GUARANTEE to the Shire the due and prompt performance of the covenants and conditions contained in this Deed on the part of the Club to be observed and performed upon and subject to the following conditions:

(a) If the Club shall make default in any payment of the instalments or other sums of money to be made under the loan for the space of two weeks the Guarantors will upon the written request of the Shire pay to the Shire the amount which shall be so in arrears or unpaid.

(b) If the Club shall make default in the performance or observance of any of the obligations of the Club under this Deed the Guarantors will pay to the Shire all losses, damages, expenses and costs which the Shire shall be entitled to recover from the Club from the Guarantors by reason of such default.

(c) This Guarantee shall be a continuing Guarantee and shall not be considered as wholly or partially discharged by the payment at any time or from time to time hereafter of any of the instalments or other sums of money due and payable by the Club to the Shire under this Deed or by any settlement or account or by any other matter or things whatsoever.

(d) This Guarantee shall continue for the duration of this Deed and for any extension or renewal of the term of the loan and shall extend to the acts and defaults of the Club during such duration, extension or renewal.

(e) This Guarantee shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation howsoever created or arising to the intent that this Guarantee shall be enforceable

unless the same shall have been satisfied according to the terms of this Guarantee notwithstanding that any other obligation whatever arising between the Shire and the Club shall be in whole or in part unenforceable whether by reason of any statute (including any statute of limitation) or for any other reason whatsoever.

(f) Until the Shire shall have received in full all sums of money due from the Club under this Deed or a further Deed the Guarantors shall be bound by this Guarantee and in the event of the Club becoming bankrupt or entering into any scheme or arrangement in favour of creditors or being a company or a Club entering into liquidation either voluntarily or involuntarily the Guarantors shall not be entitled to prove or claim against the official receiver or liquidator in competition with the Shire so as to diminish any dividend or payment which the Shire may receive but may prove or claim for and on behalf of the Shire if so authorised by the Shire and by such any proof or claim by or on behalf of the Shire shall not prejudice or affect the right of the Shire to recover from the Guarantors any payment of the instalments or other sums of money to be made by the Club to the Shire under this Deed.

(g) This Guarantee is to continue binding upon the Guarantors notwithstanding:

(i) the death, bankruptcy or insolvency or liquidation (as the case may be) of the Club or the Guarantors or any one or more of them;

(ii) any change or alteration in the constitution of the Shire or the Club; or

(iii) the happening of any matter or thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantors from the Guarantee or discharging the Guarantee.

(h) The liability of the Guarantors shall not be affected by any collateral rights or obligations which may exist between the Guarantor or any two or more of them and the Club and the same shall not be affected by any variation or avoidance of any such collateral rights or obligations.

(i) The Shire may at any time from time to time without the consent of the Guarantors and without discharging, releasing, impairing or otherwise affecting the liability of the Guarantors under this Guarantee grant to the Club or to any person who may be jointly indebted with the Club to the Shire at any time any forbearance, release, concession, indulgence, time or other consideration and may compound with or release the Club and also any such other person or may assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement and whether with or without sequestration of the estate or (in the case of a corporation) to the winding up of the Club

or of any such person or to the appointing of a receiver of official manager for them or any one of them and may release or discharge or otherwise deal with any property whether real or personal comprised in any security which may or might be held by the Shire without discharging or affecting the liability of the Guarantors under this Guarantee.

4.0 JOINT AND SEVERAL LIABILITY

The obligations on the part of the Guarantors contained in clause 3.1 of this Deed bind the Guarantors jointly and severally and the Shire may at any time and from time to time proceed against any or all Guarantors in respect of the Guarantor's obligations as the Shire may choose in its absolute discretion. The Shire is not obliged to make any claim against all of the Guarantors.

5.0 COSTS

5.1 The Club HEREBY AGREES to pay the Shire on demand the costs of and incidental to the negotiations and instructions for and the preparation, execution and stamping of this Deed and all copies of this Deed including stamp duty.

EXECUTED as a Deed ____/____/____

THE COMMON SEAL of **SHIRE OF**)
GNOWANGERUP was here unto affixed in the)
presence of:

{Name}
Shire President

{Name}
Chief Executive Officer

COMPLIANCE REQUIREMENTS

Legislation/Documents	<ul style="list-style-type: none"> Local Government Act 1995 section 6.20.
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DOCUMENT CONTROL

FINANCE

Policy Number	4.7
Responsible Officer	Senior Finance Officer
Initial Council Adoption	28 October 2015
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	<p>31 August 2024</p> <p>This policy will be reviewed every two years or more often where circumstances require.</p>

BUY LOCAL POLICY – REGIONAL PRICE PREFERENCE

Objective

To seek to maximise the use of competitive local businesses in goods, services and works purchased or contracted by the Shire of Gnowangerup.

1.0 Policy Statement

A price preference will apply to all tenders and quotations invited by the Shire of Gnowangerup for the supply of goods and services and constructions (building) services unless Council resolves that the policy does not apply to a particular tender or quotation.

The following levels of preference will be applied under this policy for local businesses within the Great Southern Region:

Amount of Tender/Quote	Price Preference Discount
\$1 - \$30,000	10%
\$30,001 - \$100,000	5%

The maximum price reduction allowed is \$5,000.00 ($\$100,000 \times 5\% = \$5,000$)

The levels of preference outlined in 2 above, will be applied as a regional business preference:

2.0 Regional Price Preference

This preference enables businesses/contractors within the Great Southern Region to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content.

To qualify as a local business/contractor, a supplier must meet the following conditions:

- A permanent office in the Great Southern Region for at least six (6) months prior to bids being sought;
- Permanent staff based in the Great Southern Region; and
- That bidding and management/delivery of the majority of the quotation/contract outcomes will be carried out from their business location within the Great Southern Region.

The price of the bids from the local businesses/contractors will be reduced (for evaluation purposes only), by the amounts set out in section 1.0 of this policy.

Businesses wishing to claim the above price preference must complete a preference questionnaire/response form that is distributed with each quotation and is also included in the tender documentation. Eligible businesses within the Great Southern Region must clearly state their full business location and postal addresses.

It should be noted that price is only one factor to be considered when the Shire of Gnowangerup assesses quotations and tender submissions. Value for money principles will be used to achieve the best possible outcome for funds spent by the Shire. This is achieved by assessing all costs and benefits rather than simply selecting the lowest purchase price. Other factors used in the value for money assessment may include:

- (a) Capacity of the business to deliver the goods or service;
- (b) Timeliness for delivery of goods and services;
- (c) Demonstrated experience and quality delivered by the business in past transactions;
- (d) After sales service ability of the business;
- (e) Other local economic benefits of the transaction;
- (f) Compliance with the Shire's Safety and Risk requirements;
- (g) Ongoing costs associated with the transaction; and
- (h) Contract management risks.

The Regional Price Preference Policy may not apply in the event of an emergency or where time constraints play a major factor in obtaining the goods or services from a local supplier.

3.0 Example of the Application of the Regional Price Preference

Consider the following scenarios where two submissions to supply goods or services are received by a local government that has chosen the same regional price preference as that used by the Shire of Gnowangerup.

- Submission 1 is from a local tenderer (as defined by the Council in its policy); and
- Submission 2 is from a metropolitan based firm and uses goods and services sourced from the metropolitan area.

3.1 Scenario 1

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$20,000	\$2,000 (10% of \$20,000)	\$18,000 (i.e. \$30,000 less \$3,000)
Submission 2	\$19,000	No preference applicable	\$19,000

As can be seen from the table, in terms of price, the submission from the local supplier (Submission 1) is the most advantageous once the price preference has been applied.

3.2 Scenario 2

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$50,000	\$2,500 (5% of \$50,000)	\$47,500 (i.e. \$50,000 less \$2,500)
Submission 2	\$48,000	No preference applicable	\$48,000

Again, with the application of the price preference, Submission 1 would be evaluated as providing the lowest price.

3.3 Scenario 3

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$120,000	No preference applicable	\$120,000
Submission 2	\$110,000	No preference applicable	\$110,000

In this scenario, both submissions are over \$100,000 so neither would have a price preference applied. Submission 2, therefore, would be evaluated as providing the lowest price.

4.0 Legislative and Strategic Context

In February 2000, the *Local Government (Functions and General) Regulations 1996* were amended to allow non-metropolitan local governments to offer a price preference to regional suppliers when deciding which Quotation/Tender to accept. A price preference can only be applied if a local government authority has adopted a regional price preference policy.

5.0 Definitions

Local business/Contractor must meet the following conditions:

- A permanent office in the Great Southern Region for at least six (6) months prior to bids being sought.
- Permanent staff based in the Prescribed Area.
- That bidding and management/delivery of the majority of the Contract outcomes will be carried out from their business in the Prescribed Area.

Prescribed Area: Great Southern Region.

Regional Price Preference: Incentive for businesses/contractors located within the Great Southern Region (Prescribed Area)

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Local Government (Functions and General) Regulations 1996 – Part 4A Regional Price Preference
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DOCUMENT CONTROL

FINANCE

Policy Number	4.9
Responsible Officer	Senior Finance Officer
Initial Council Adoption	21 December 2016
Review Dates	<ul style="list-style-type: none"> • 27 April 2020 • 31 August 2023
Next Review Due	31 August 2024 This policy will be reviewed annually or more often where circumstances require.

RATES CONCESSIONS – NEW BUSINESSES POLICY

Objective

To encourage new start-up businesses to the District and to provide a form of financial assistance during the early stages of their operations.

1.0 Preamble

The Shire of Gnowangerup recognises the importance of attracting and retaining new businesses to the District ensuring the sustainability of its communities. Council wishes to formalise this recognition by way of introducing a New Business Rates Concession Policy.

2.0 Policy Statement

The New Business Rates Concession will:

- Be applied to the first year of Council rates after the business is established;
- Require a written request from the Business proprietor to the Shire prior to the rates becoming due and payable;
- Be equivalent to 100% of the property rates component of the annual Council rates i.e. it is not applicable to the Emergency Services Levy, any Specified Area Rates, Rubbish Collection and Recycling charges, etc.; and
- Be capped to an amount of \$2,000.00 per application.

3.0 Eligibility Criteria

The New Business Rates Concession is able to be applied:

- Where a business is a new type of business but not where a new owner has taken over an existing business of the same type;
- Only if the relevant rates have not already been paid;
- Only once during the life of each business; and
- In situations where the assessment relates to a property that is the subject of a lease, only if the lease contains a clause making the tenant responsible for the payment of Council rates.

3.1 Examples of Eligible Applications

- An auto electrician purchases a property in the district and opens a business. There is no existing auto electrician in the district;
- An auto electrician purchases a property in the district and opens a business. There is no existing auto electrician in the district, although there has been in the past; and
- An auto electrician leases a property in the district and opens a business. The lease makes the auto electrician responsible for the payment of the Council rates on the leased property. There is no existing auto electrician in the district and there may or may not have been in the past.

3.2 Examples of Ineligible Applications

- An auto electrician purchases a property in the district and opens a business. There is an existing auto electrician in the district;
- An auto electrician leases a property in the district and opens a business. There is no clause in the lease making the auto electrician responsible for the payment of the Council rates on the leased property; and
- An auto electrician leases a property in the district and opens a business. The lease makes the auto electrician responsible for the payment of the Council rates on the leased property. There is an existing auto electrician in the district.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • Local Government Act 1995 – Part 6 Financial Management: Division 6 Rates and Service Charges
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DOCUMENT CONTROL

FINANCE

Policy Number	4.10
Responsible Officer	Senior Finance Officer
Initial Council Adoption	28 August 2018
Last Review Date	31 August 2023
Next Review Due	31 August 2024 This policy will be reviewed annually or more often where circumstances require.

FAMILY VIOLENCE HARDSHIP POLICY FOR WATER SERVICES

Objective

To provide details of how the Shire of Gnowangerup can assist a residential customer who cannot pay a rate notice because of financial hardship through issues, circumstances or outcomes relating to/from family violence

Purpose

This Financial Hardship Policy outlines how Shire of Gnowangerup (“we”) will assist a residential customer (“you”) who cannot pay a rate notice because of financial hardship through issues, circumstances or outcomes relating to/from family violence.

Our policy applies only to the water services portion of your rate notice. Residential tenants who have agreed with the land owner to receive a rate notice are also covered by this policy.

If you are also having difficulty paying other charges on your rate notice or if you are a commercial customer, we encourage you to still talk to us.

We are committed to working with you to find an appropriate payment solution that works for both you and us. We understand that it can be difficult to ask for support, we will treat you sensitively and respectfully

What is Hardship?

You will be considered to be in hardship if paying the water services portion of your rate notice will affect your ability to meet your basic living needs or may cause physical and mental harm– in short, if you have the intention but not the capacity to pay due to domestic or family violence related issues or outcomes.

It is recognised that Family Violence most commonly refers to violence and abuse against an intimate partner, including same-sex relationships and ex-partners, and can also include the abuse of children, older people and other family members.

Examples of behaviour that may constitute family violence include:

- an assault against the family member
- a sexual assault or other sexually abusive behaviour against the family member
- stalking or cyber-stalking the family member
- repeated derogatory remarks against the family member
- damaging or destroying property of the family member
- causing death or injury to an animal that is the property of the family member.

- unreasonably denying the family member the financial autonomy that the member would otherwise have had
- unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or a child of the member, at a time when the member is entirely or predominantly dependent on the person for financial support
- coercing, threatening, or causing physical abuse, emotional or psychological abuse or financial abuse, in connection with demanding or receiving dowry, whether before or after any marriage
- preventing the family member from making or keeping connections with the member's family, friends or culture
- kidnapping, or depriving the liberty of, the family member, or any other person with whom the member has a family relationship
- distributing an intimate image of the family member without the family member's consent, or threatening to distribute the image
- causing any family member who is a child to be exposed to these behaviours.

The affects and actions of the above may have one or more outcomes that cause hardships. These hardships may range from physical, mental or perceived.

Identifying Customers in Financial Hardship

If you think you may be in financial hardship due to issues or outcomes, as outlined above, from family or domestic violence, we encourage you to contact us as soon as possible. You may ask your financial counsellor or your support agency to contact us on your behalf.

We will assess within three business days whether we consider you to be in financial hardship. If we cannot make our assessment within three business days, we will refer you to a financial counsellor for assessment.

As part of our assessment, we will consider any information provided by you and, if applicable, your financial counsellor or support agency. We will also consider any information we may have on your payment history.

As soon as we have made our assessment, we will advise you of the outcome.

Information

When dealing with residents that have indicated that or evidence of family violence exists, all information shall be collected in a private environment.

So as not to cause further stress to the resident every effort will be made to collect the required information in one meeting, with measures being taken to ensure the customer does not have to repeat their story each time they engage with the Shire.

All information provided will be collected, stored and actioned with total confidentiality. Staff numbers handling any such matters will be restricted to a minimum.

Training

Shire staff undergo training to enable.

- Understanding of family violence issue and outcomes
- Appropriate response to family violence issue and outcomes
- Understanding how the process to identify an account of a customer affected by family violence.
- Understanding the importance of confidentiality of this information
- Understanding in what circumstances a customer affected by family violence will, as a result, be taken to be experiencing.
 - (i) payment difficulties for the purposes of the Water Services Code of Conduct (Customer Service Standards)2018; or
 - (ii) financial hardship for the purposes of our financial hardship policy.
- Understanding the process of how we deal with debt management and debt recovery.
- Understanding that written evidence is not to be collected unless the evidence is reasonably necessary to enable the Shire to assess appropriate measures that it may take in relation to debt management or recovery.

Payment Plans

If we determine that you are in financial hardship, we will offer you more time to pay the water services portion of your rate notice or a payment plan for this portion. We will not charge you any fees or interest as part of your extension or payment plan.

We will involve you and, if applicable, your financial counsellor in setting a payment plan. When setting the conditions of the plan, we will consider your capacity to pay and, if relevant, your usage needs.

If appropriate, we will review and revise your extension or payment plan.

We do not have to offer you a payment plan if you have had two payment plans cancelled because of non-payment.

If you are a tenant, we must make sure that the landowner is aware of us giving you an extension or entering into a payment plan with you before we do so. We can agree that you notify the landowner of the proposed extension or payment plan (and provide us with evidence that you have done so), or you can give us permission to notify the landowner.

Debt Reduction and Collection

If you are in financial hardship, we will consider reducing the amount you owe us. We will also not commence or continue proceedings to recover your debt:

- While we are assessing whether you are in financial hardship; or
- If you are complying with your payment plan or another payment arrangement you have with us.

If you do not comply with your payment plan or other payment arrangements, we may commence debt recovery proceedings. When collecting your debt, we will comply with Part 2 of the ACCC and ASIC's *Debt collection guidelines for collectors and creditors*.

Useful Information

Redirection of rate notice: We will advise you of your right to have your rate notice redirected to another person free of charge if you are absent or ill.

Payment options: You may pay your rate notice by direct debit, Centrepay, internet, telephone or post. Please be advised that Centrepay is only available to customers who receive Centrelink payments. Paying by direct debit or Centrepay may help you manage your bills more easily.

For more information on your payment options, please contact us.

Concessions and other financial relief assistance: You may be eligible for concession(s) and/or financial relief for your water services portion of your rate notice.

- Concessional rebates may be granted to holders of a:
 - State Seniors Card
or
 - A Commonwealth Seniors Health Card and a State Seniors Card
or
 - A Pensioner Concession Card and a State Seniors Card

- Hardship Utility Grant Scheme (HUGS)

The Hardship Utility Grant Scheme provides financial assistance to Western Australians who are struggling through financial hardship and are unable to pay their utility bills. For eligibility requirements please visit [http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-\(Hardship-Utility-Grant-Scheme\).aspx](http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-(Hardship-Utility-Grant-Scheme).aspx).

Financial counselling: We will advise you of any financial counselling services or other organisations that may be available to you.

Financial counsellors offer free, independent information to help you take control of your financial situation. The Yougenup Centre, 47 Yougenup Road, Gnowangerup provides offices for Southern Ag Care Inc. and Centrelink to help with financial counselling.

The Financial Counsellors' Association of WA (FCAWA) can refer you to a financial counsellor in your area. Alternatively, you can call the FCAWA's Financial Counselling Helpline. The Helpline provides a free confidential service for all Western Australians with financial problems and queries. The Helpline can be contacted on 1800 007 007. Alternatively, you can go to the FCAWA website, www.financialcounsellors.org, and enter your postcode to locate your closest financial counselling service.

The FCAWA's contact details are:

Financial Counsellors' Association of WA

Phone: (08) 9325 1617

Financial Counselling Helpline: 1800 007 007

Email: afm@financialcounsellors.org

Website: www.financialcounsellors.org

Additional services and support can be obtained through the Department of Communities website.

<https://www.communities.wa.gov.au/contact/family-and-domestic-violence-help/>

These include 24 hour help lines and details of agencies that can assist with Family Violence issues.

Fees and Charges

We will charge you for the water services we provide to you. A list of our fees and charges may be found in our Annual Budget readily available at the Shire Office, 28 Yougenup Rd, Gnowangerup, WA 6335 or they can be downloaded from our website www.gnowangerup.wa.gov.au.

The Shire of Gnowangerup can also supply a fact sheet to customers on request in person or by mail.

Complaints Handling

If you have a complaint, please contact us first. Our contact details are included in section 10 below.

Our complaints handling process is available at www.gnowangerup.wa.gov.au.

If you are not satisfied with the way we handle your complaint, you may refer your complaint to the Energy & Water Ombudsman. The Energy & Water Ombudsman will investigate your complaint and may mediate the dispute between you and us.

The Energy & Water Ombudsman's contact details are:

Company Name	Energy and Water Ombudsman Western Australia
In Person:	2 nd Floor, Albert Facey House 469 Wellington Street Perth WA 6000
Postal Address:	PO Box Z5386

	St Georges Terrace Perth WA 6831
Phone:	08 9220 7588
Freecall:	1800 754 004* *Calls made from mobile phones will be charged at the applicable rate.
TIS:	Translating and Interpreting Service 131 450
TTY:	National Relay Service 1800 555 727
E-mail:	energyandwater@ombudsman.wa.gov.au
Website:	www.ombudsman.wa.gov.au
Fax:	(08) 9220 7599
Freefax:	1800 611 279

Approval and Review

Our policy as approved must be

- (a) published on the Shire’s website.
- (b) will be provided in hard copy upon request at no charge.

We will review our policy at least every five years to ensure it remains up-to-date and relevant.

COMPLIANCE REQUIREMENTS

Legislation/Documents	<ul style="list-style-type: none"> • Water Services Code of Conduct (Customer Service Standards) 2018
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DOCUMENT CONTROL

FINANCE

Policy Number	4.13
Responsible Officer	Asset & Waste Management Coordinator
Initial Council Adoption	24 March 2021
Review Dates	12 January 2023
Next Review Due	11 January 2028 This policy will be reviewed at least every five years or more often where circumstances require.

ASSET MANAGEMENT POLICY

Objective

To provide a foundation for Shire’s Asset Management Strategy, Asset Management Plan and related Asset Plans for individual assets or asset classes.

1.0 Integrated Planning Framework

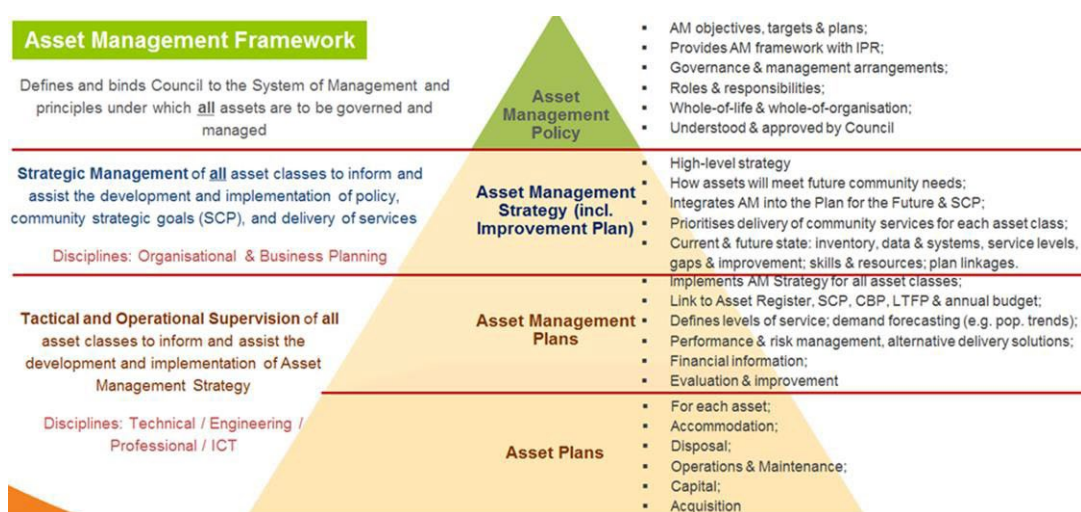
The Integrated Planning and Reporting Framework (IPRF) requires all local governments to plan for the future, including giving consideration to how the Shire will continue to deliver services to the community on a long-term basis in a financially sustainable and efficient manner.

A strong focus on long-term strategic asset and financial planning is important because there is:

- Increasing and changing demand for services as the Shire’s population profile changes;
- Increasing community expectation in relation to service provision, accountability and value for money;
- Limited ability to grow revenue with finite resources; and
- A need to maintain, renew or replace infrastructure to meet future demand.

2.0 Asset Management Framework

The following figure demonstrates the Asset Management Framework adopted by the Shire.



~~“Asset Management is a key part of business planning, which connects, at a strategic level, decisions about an organisation’s business needs, the deployment of its assets, and its future investment needs.”~~

~~Towards Better Management of Public Sector Assets, Sir Michael Lyons 2004.~~

~~Asset Management is inextricably linked with service delivery.~~ The primary goal for the Shire in managing its assets is to provide the services and levels of service consistent with the desires of the community and **within** the financial resources of the Shire.

3.0 Policy Purpose and Objectives

The purpose of this policy is to **ensure guide in** the strategic management of the Shire’s assets ~~in conjunction with other Integrated Planning & Reporting Framework (IPRF) strategies, relevant Legislation & Regulations, Australian Standards, Australian Accounting Standards, recognised best practice principles and other Shire policies.~~

The key objective of this policy is **the adoption of an** ~~to ensure that there is~~ organisation-wide commitment to asset management and that the objectives of the Shire’s Asset Management Strategy and Plans are achieved. This will ensure financial data on asset renewals, maintenance of existing assets, and new assets are identified and form part of the Shire’s long-term financial planning.

The principal objective of asset management is to enable the Shire to meet its service delivery objectives efficiently and effectively, in a way that ensures:

- Assets are managed in accordance with relevant legislation;
- Assets are managed in accordance with recognised best practice;
- Asset Management is an integral part of the Integrated Planning and Reporting Framework (IPRF);
- An asset “whole-of-life” approach is taken in the management of the Shire’s assets;
- Risk is considered in the development of asset strategies;
- Asset performance is measured against defined levels of service outlined in the Asset Management Strategy and Plans;
- Assets are brought to account in accordance with the requirements of the appropriate accounting standards and reporting requirements;
- Informed decision-making is based on reliable data; and
- Asset management is sustainable.

COMPLIANCE REQUIREMENTS

Legislation/Documents	<ul style="list-style-type: none"> Local Government Act 1995 – Section 6.10
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DOCUMENT CONTROL

INFRASTRUCTURE, ENVIRONMENT & ASSET MANAGEMENT

Policy Number	5.1
Responsible Officer	Senior Finance Officer
Initial Council Adoption	25 October 2017
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2028 This policy will be reviewed every five years or more often where circumstances require.

MOTOR VEHICLE POLICY

Objective

To provide a policy framework for:

- Ensuring Council maintains a suitable fleet of vehicles that contributes positively and effectively to the operational requirements of the Shire;
- Councillors and staff on general principles and standards of use and care associated with the operation of Shire vehicles; and
- The procurement and use of vehicles for Shire operational requirements.

1.0 Definitions

Fleet Vehicles means all vehicles owned or controlled by the Shire of Gnowangerup that are designed to carry passengers and / freight on public roads.

Fleet Pool means a grouping of vehicles that may be used commonly by a group of staff, as defined by location or program. The management of a fleet pool shall be coordinated centrally by a designated officer.

Fringe Benefits Tax (FBT) means tax levied on benefits obtained by employees in respect of their employment.

FBT Logbook period means a continuous period of at least 12 weeks when a vehicle is used for average business use (it should not be a period chosen because of maximum business use). ~~for which special~~ Logbooks are used as ~~the~~ basis for FBT calculations.

Logbooks means books used to record details of all trips undertaken including the driver's name, journey date, starting and ending odometer readings and purpose of the journey.

Personal use means the use of fleet vehicles for non-business purposes. It generally includes travel to and from work.

Reserve vehicles means vehicles that are not directly assigned to a specific function or staff position.

SoG means "Shire of Gnowangerup".

SOP means "Standard Operating Procedure".

2.0 Acquisition and Disposal

2.1 When acquiring and disposing of light vehicles the following ~~Shire of Gnowangerup shall apply a structured test based on the four~~ key sustainability principles shall be applied:

Economic Criteria: whole of life costs shall be estimated from best available data and highest preference shall be given to the vehicle with the lowest optimised whole of life cost.

Functional Criteria: highest preference shall be given to the vehicle that best fits the functional requirements of the position for which the vehicle is being acquired.

Social Criteria Highest: preference shall be given to vehicles that confirm a responsible, accountable image compatible with the Shire's values.

Environmental Criteria: a recognition of the CO2 emissions allocated to the vehicle

Safety Criteria - Highest: the highest weighting to purchase shall be given to vehicle safety. Vehicles must have an Australasian New Car Assessment Program (ANCAP) five-star rating. For Light Commercial Vehicles including vans and utilities, the Shire will preferentially select vehicles with a minimum 4-star ANCAP rating. Where rating is unavailable the Shire will procure vehicles fit for purpose with safety features similar to 4- star ANCAP rating.

- 2.2 The annual budget provides allocations for each category of vehicle within the light vehicle fleet that is consistent with and complimentary to the needs of the organisation and officers. Fuel economy of the vehicles is also considered in line with Council's budget allocations.

3.0 Categories of Vehicles

Each category in the Light Vehicle Fleet has a price range approved by Council and is listed as follows:

Category One – CEO \$65,000 \$80,000

Category Two – Deputy CEO and Executive Manager Infrastructure and Assets \$55,000 \$70,000

Category Three – Managers \$45,000 \$55,000

Category Four – Limited or no private use \$30,000 \$45,000

Category Five – Pool vehicle \$45,000

4.0 Safety Rating

All vehicles allocated to employees must have a 5 Star ANCAP safety rating. For Light Commercial Vehicles including vans and utilities, vehicles must have a minimum 4-star ANCAP rating and when not rated, with safety features similar to 4- star ANCAP rating.

5.0 Vehicle Allocations

- 5.1 The Chief Executive Officer will determine vehicle allocations and vehicle use status applicable to employees and/or positions taking into consideration industry and market trends, and whole of life costing.

- 5.2 In determining vehicle allocations and vehicle use a flexible approach to the changeover of ~~Council's~~ the vehicle fleet will be ~~taken observed~~ with due consideration being given to the make and model of vehicles and the kilometres travelled, ~~to ensure the most cost effective outcome for Council at any given time.~~
- 5.3 The Chief Executive Officer and Executive Managers ~~and Contractors~~ shall be provided with a private vehicle as per their employment contract or equivalent agreement.
- 5.4 The authorised driver of a specific vehicle shall be a driver authorised under a specific employment contract ~~or staff or Councillor~~ of the Shire of Gnowangerup who has:
- (a) been assigned the vehicle as part of their Council duties and/or conditions of employment.
 - (b) an appropriate licence and a record of which is on the personnel files of the person to which the vehicle has been assigned.
 - (c) is responsible for the care and management of the vehicle.
- ~~5.5 Vehicles provided to authorised drivers will be safe, reliable, fit for purpose and cost-effective. Staff are to expect adequate access to fleet vehicles to allow them to safely and effectively perform their professional duties.~~
- ~~5.6 The Shire of Gnowangerup will ensure that staff are not required to use their private motor vehicles to perform their professional duties.~~

6.0 Classification of Use

Vehicle use is classified into four categories:

6.1 Unrestricted Private use

Officers may use the vehicle for unrestricted Council business and private use in accordance with the individual's employment contract. ~~The Officer must be in the vehicle should the vehicle use be outside the Shire boundary.~~

6.2 Restricted Private Use

Officers granted vehicles in this class are limited to operation within the confines of the Shire of Gnowangerup geographic municipality boundary. Vehicles cannot be driven outside the Shire boundary without the prior written authorisation of the ~~responsible~~ CEO. Completion of 'Application Personal Use of a Council Vehicle' form is required. Should approval be granted, the Officer is responsible to pay for all fuel costs.

6.3 Commuter Use Only

Council vehicles for commute use only may be used for transport to and from home/work only, by the most direct route. Any variations are to be agreed by the CEO.

6.4 Councillor Use

Councillors may use the vehicle for Council business as required and coordinated by the Chief Executive Officer.

7.0 Approved Drivers

- 7.1 Employees and Councillors of the SoG who are required to operate a Shire vehicle in the performance of their duties must be in possession of a valid WA driver's licence. A copy of the driver's licence must be provided to the Payroll (Finance) Officer to be put on their personnel file.
- 7.2 If at any time the licence of an approved driver expires or is revoked, or the driver is otherwise disqualified from driving, it is the responsibility of the driver to inform their supervisor immediately. They will not be entitled to drive a Shire vehicle until their licence is reinstated.

8.0 Use of Council Vehicles

8.1 Authorised Private Use of Vehicles

A person who has private use of vehicle as part of their employment contract can use their vehicle for private use in accordance with their contract of employment. SoG recognises that where an employee is granted full private use of a vehicle, this vehicle in many cases becomes that employee's family vehicle. Accordingly, such employees are entitled to grant permission to drive the Shire vehicle whilst on private use provided such person(s) hold a current driver's licence and is:

- (a) the partner of the employee who permanently resides with the employee, or
- (b) another suitably licensed person where employee and/or employee's partner is the passenger in the passenger in the vehicle.

Employees authorised to have private use of vehicles are allowed to transport alcohol but cannot make any deliveries for other people. Private vehicle owners are to acknowledge Western Australian Liquor Act, and Western Australian Emergency Response Act, and it is to be remembered that responsibility prevails when carrying alcohol in all SOG communities. It is also to be remembered that alcohol consumption while using a vehicle cannot exceed 0.00%. Any conviction of DUI in a SoG vehicle may result in disciplinary action.

SoG vehicles are not permitted to compete in any car rally or competition or be used for any commercial purpose outside of Shire's own operations. Where employees have full private use of a Four-Wheel Drive vehicle, only appropriate recreational use of the vehicle is permitted. Appropriate off-road use can be defined as utilising the vehicle only where access is provided by either a marked track/trail (e.g. camping ground access, fire trail, dirt roads), or where vehicular access is specifically allowed (e.g. Beach driving). Where

inappropriate private use of a 4WD results in damage to the vehicle, the employee using the vehicle will be responsible for all repair costs incurred.

8.2 Commuter Use Vehicle

The vehicle allocated to a Responsible Officer with Commuter Use will be determined in accordance with the Commuter Use Vehicles List as approved by the CEO.

In determining the type of Commuter Use vehicles available, the CEO will have due regard to whole of life costs, operational needs, environmental and safety considerations. Generally, vehicles listed in the Commuter Use Vehicles List will be four-cylinder vehicles.

Commuter Use does not include:

- (a) transportation of family members or members of the public, unless for work related purposes;
- (b) transportation of other Council employees to and from work, unless they live on a direct route to work or meet the driver at the premises where the vehicle is garaged;
- (c) visits to private or non-work-related locations other than isolated instances such as stopping at a shop on the way home via the direct route; and
- (d) use of the vehicle during work breaks for private purposes.

Responsible Officers with Commuter Use may not nominate other drivers to use the vehicle for Commuter Use purposes other than in instances where the vehicle is required to attend to Council business such as an after-hours callout and the Responsible Officer is unavailable to attend.

Vehicles used for Commuter Use are to be made available to officers during Council's standard hours of operation and must be returned to the workplace in all instances of leave exceeding two days, or circumstances where the relevant Manager deems there is a reasonable operational need for the vehicle during the officer's absence.

The CEO or Deputy CEO or Manager may authorise a "once off" Commuter Use of a vehicle due to the operational or business requirements of an officer's role.

In general, it is not permissible for any person other than the Responsible Officer with Commuter Use to travel between home and the worksite/workplace in the Council vehicle. However, where emergency/extenuating circumstances warrant, the Responsible Officer's nominated spouse or partner, or another nominated person may act as a relief driver.

Commuter Use may be withdrawn from a Responsible Officer should it be determined that there is no longer an operational need for the vehicle, or this type of vehicle use.

8.3 Pool Vehicles

SoG vehicles which are not designated to any specific person or department are to be used for pooling. All pool vehicles will be controlled by the Asset and Waste Management

Coordinator-relevant member of the Managers and Executives Team (Manex). Procedures for requesting pool vehicles and terms of using pool vehicle will be as referred on SOP for Pool Vehicles.

8.4 Fuel Cards

SoG will supply vehicles with a fuel credit card. Where a fuel card has not been provided, purchase orders are to be raised and approved by authorised personnel prior to filling the fuel tank. In the event where an employee has no choice but to make out of pocket payment for fuel, receipts are to be kept for reimbursement. Reimbursement should be claimed by submitting Request for Reimbursement Form approved by authorised personnel to the finance department.

Fuel cards are to be used solely for SoG use. The Fuel Card should be used only for the purchase of fuel (ULP or Diesel only) for Shire vehicles. No other purchases are permitted on the fuel card. The use of this card for obtaining bonus points (i.e. Flybuys Points) is prohibited, as Council will be liable for Fringe Benefits Tax.

Fuel cards are to be kept in the designated vehicle at all times and misplaced cards must be reported immediately to the Senior Finance Officer who will facilitate the cancellation of the card.

8.5 Records of Usage (Logbooks)

8.5.1 SoG shall maintain records of vehicle usage in order that:

- (a) the extent of operational and private use can be measured and to calculate fringe benefits tax liability for all SoG vehicles; and
- (b) the person responsible for the vehicle when an infringement, damage or loss occurs for all vehicles can be identified.

Logbooks are to be filled out every time the vehicle is used. Logbooks are to be filled out with odometer readings every time the vehicle is used.

8.5.2 Private Use

A logbook is to be completed for a period of three consecutive months once in every four-year period, unless the vehicle has a change of allocation or is traded for another.

8.6 Vehicle Security

Vehicles must be:

- (a) Parked at a council property for insurance reasons
- (b) Parked in a safe and secure place if out of Gnowangerup.

- (c) Properly secured when unoccupied (i.e. Keys removed, doors locked and security systems activated).
- (d) Confidential material and expensive equipment must not be left in unattended vehicle.

8.7 Insurance

Losses or damage to any personal property carried or kept in a SoG vehicle shall remain the responsibility of the officer to whom the vehicle is assigned at that time the property was placed in the vehicle, unless such property is used in connection with official business.

8.8 Servicing and Maintenance

Vehicles are to be maintained in a condition that reflects SoG in a positive manner i.e. clean, tidy and well maintained. It is the responsibility of the driver, to whom the vehicle is allocated or in use of last, to ensure that it is cleaned regularly inside and out. Staff using SoG pool vehicle for a task must return it clean, tidy and fuelled.

Drivers are responsible for arranging the delivery of vehicles to the Shire of Gnowangerup Depot for servicing and maintenance or another area as arranged by workshop (i.e. Dealership).

8.9 Safe Driving Standards

8.9.1 General

~~Prior to each Journey, the driver must ensure that a vehicle safety check has been performed and all safety equipment is located in the vehicle.~~

~~The vehicle is to be safely parked when using a mobile/satellite phone unless a hands free system is fitted. In the event of breakdown, becoming bogged or other such situation that prevents drivers from reaching their destination, they are to remain with the vehicle.~~

8.9.2 Smoking

Smoking is strictly prohibited in SoG vehicles at all times.

8.9.3 Consumption of Alcohol and Drugs

~~No employee is permitted to drive or control machinery whilst under the influence of drugs or alcohol. Drugs include any medication labelled with a caution warning people not to drive.~~

8.9.4 Mobile Phones

The use of mobile phones is prohibited by law when operating a vehicle unless the vehicle has hands-free functionality.

8.9.5 Speed Limits

The WA Government has adopted guidelines in respect of speed limits for machinery, trucks and light vehicles. The SoG accepts no liability or responsibility for any operator of its light vehicle fleet or heavy plant for speed related offences. SoG expects all staff will abide by the posted WA Road Speed Limits.

8.9.6 Fatigue

Drivers and passengers must be aware of, and able to identify, the symptoms associated with fatigue and respond by stopping to rest or change drivers. Drivers must plan trips with enough travelling time to allow for rest stops.

8.9.7 Driving Range

All SoG Vehicles are to be used only within Western Australia. If vehicles are to be taken outside of Western Australia, prior written approval from CEO is to be obtained, unless stated differently in a Contract of Employment.

8.9.8 Modifications to or In Vehicles

No modifications can be made to any SoG vehicles.

8.9.9 Accidents and Emergencies

If the vehicle is stolen or damaged in an accident, the SoG drivers shall comply with all legal and insurance requirements if involved in an accident, including:

- (a) obtaining particulars of the other parties involved,
- (b) notifying the Police and relevant authorities in accordance with the Road Traffic Act or any other relevant laws,
- (c) notifying relevant Manager and submitting an incident Form.

Employees should also immediately report any theft or damage, however slight, to the relevant Manager and then to the Asset and Waste Management Coordinator for repairs to be undertaken at the earliest opportunity.

8.9.10 Sharing of Resources

To promote safety and efficiency, please make every effort in advertising your travels to others in case someone would need to travel to the same area.

8.9.11 Disciplinary Action

If an employee is found guilty of misusing a Council Vehicle, a Formal Warning will be given by the immediate supervisor or Manager. Dismissal may be considered if the offence is believed to be serious enough. A copy of the Formal Warning will be placed on the employee's personal file.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Council Policy
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DOCUMENT CONTROL

INFRASTRUCTURE, ENVIRONMENT & ASSET MANAGEMENT

Policy Number	5.2
Responsible Officer	Asset and Waste Management Coordinator
Initial Council Adoption	22 September 2012
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2024 This policy will be reviewed annually or more often where circumstances require.

GATE PERMITS POLICY

Objective

To provide guidelines for the application and consideration of gate permits to erect gates and/or stock grids across road reserves under the care and control of the Shire of Gnowangerup

1.0 Policy Requirements

The Council shall consider and apply the following requirements to the application, processing and issuing of gate permits within the Shire:

- i) The erection of a gate shall only be permitted across an undeveloped and/or unconstructed road reserve and should generally be aligned with property boundaries. The Shire may only permit stock grids on developed and/or constructed roads;
- ii) An applicant for a gate permit shall include:
 - Written support from all affected landowners along the road reserve;
 - A scaled site plan showing the precise location of the proposed gate; and
 - Details on the type of gate to be erected.
- iii) Permits will be granted for a maximum period of three years and will need to be renewed. If the permit is not reapplied for, the Council shall issue a written notice for the gate to be removed by the permit holder;
- iv) Gates are not permitted to be locked unless the permit holder has provided access (using common padlocks or similar) to service authorities and local emergency services groups/personnel;
- v) All costs with establishing and maintaining an approved gate will be the responsibility of the permit holder;
- vi) It is the responsibility of the permit holder to ensure any clearing of vegetation required to construct and maintain the gate shall comply with the *EP (Clearing of Native Vegetation) Regulations 2004*;
- vii) Any gate permit will be cancelled if conditions of approval are not met;
- viii) Applications for a gate permit will be advertised in the relevant local newspaper for community input and information;
- ix) All approved gate permits will be entered on the Shire's property database to alert staff etc to their existence;
- x) Approved gate permits will be inspected for compliance; and

- xi) A gate permit may be cancelled by written notice issued by the Council if the conditions of approval are not satisfactorily met. In this event the gate will be required to be removed by the permit holder within the time period specified. If the written notice is not complied with financial penalties can apply under the Local Government Act/Regulations.

The Council will not approve any gate that in its opinion would have an adverse impact on traffic, activities on surrounding land and/or the overall locality or on the local emergency services.

COMPLIANCE REQUIREMENTS

Legislation	Local Government Act 1995
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DOCUMENT CONTROL

INFRASTRUCTURE, ENVIRONMENT & ASSET MANAGEMENT

Policy Number	5.4
Responsible Officer	Executive Manager Works and Infrastructure Manager of Works
Initial Council Adoption	24 August 2016
Review Dates	<ul style="list-style-type: none"> 31 May 2019 31 August 2023
Next Review Due	31 August 2028 This policy will be reviewed every five years or more often where circumstances require.



CONDUCTING ELECTRONIC MEETINGS AND ATTENDANCE BY ELECTRONIC MEANS POLICY

Objective

- To establish the Shire of Gnowangerup's decision-making framework enabling electronic attendance at in-person meetings and for the conduct of meetings by electronic means.
- This policy is to be read in conjunction with the Local Government Act 1995 ('the Act') and Regulations 14C, 14CA, 14D and 14E of the Local Government (Administration) Regulations 1996.

1.0 Definitions

Electronic Means refers to the approved electronic requirements to access an in-person meeting or attend an electronic meeting, encompassing hardware and software requirements to enable instantaneous communication [Admin.r.14CA(3)]. The electronic means must be determined before the suitability of a location and equipment is confirmed as part of a request to attend electronically.

eMeeting refers to electronic attendance at either an in-person meeting or an electronic meeting.

Members refers to a Council Member and any other person appointed as a Member of a committee under Section 5.10 of the Act.

Meetings the new regulations establish that a 'meeting' encompasses:

- an ordinary meeting of the Council;
- a special meeting of the Council;
- a meeting of a Committee of the Council; or
- a meeting of an Audit Committee of the Local Government [Admin.r.14C(1) and 14D(1)].

2.0 Policy Statement

2.1 Electronic Attendance at an In-Person Meeting

[Administration Regulations 14C and 14CA]

- (a) For efficiency and the avoidance of unnecessary inconvenience, Members are to submit requests for electronic attendance at the earliest opportunity, but in any case,

requests must be received so that there is sufficient time for the request to be considered and the necessary technology and meeting protocols to be implemented.

- (b) A request for electronic attendance at an in-person meeting:
- (i) The Executive Assistant is to be contacted via email or in person to request an electronic attendance. The Executive Assistant is to coordinate the approval by the Shire President.
 - (ii) Is to be provided to the Shire President;
 - (iii) Where the Shire President is unavailable to approve a request, the request is to be considered by Council (the request is to be moved, seconded and approved);
 - (iv) Where the Shire President rejects a request, the requester may ask Council to re- consider the request; and
 - (v) The Shire President may refer their own request to the Deputy Shire President, [acting under Section 5.34 of the Act]; or alternatively, may refer the request to Council for decision.
 - (vi) For committees, a request for electronic attendance to an in-person committee meeting can only be approved by the Shire President or Council.
 - (vii) If a Shire President plans to attend electronically to an in-person meeting, it may be difficult for them to act as Presiding Member. As such, it may be appropriate for the Deputy Shire President to preside.
- (c) Where a request meets the following criteria, approval will not be unreasonably withheld:
- (i) The electronic means of instantaneous communication, and the location and equipment from which the Member seeks to attend the meeting, are determined as suitable for the Member to effectively engage in deliberations and communications throughout the meeting [Admin.r.14C(S)];
 - (ii) The Member has made a declaration prior to the meeting, or that part of the meeting, that will be closed, that confidentially can be maintained. In the absence of such a declaration, the Member is prohibited from participation in the meeting, or that part of the meeting, that is closed [Admin.r.14CA(S)]; and
 - (iii) The approval does not exceed prescribed limitations for the number of meetings attended by that Member by electronic means [Admin.r.14C(3) and r.14C(4)].

- (d) Electronic Attendance Cap requirements
- (i) Any approval to attend electronically an in-person meeting (where there is no declared emergency) is subject to a 'more than 50%' cap on an individual's electronic attendance [Admin.r.14C(3)] in the relevant period [Admin.r.14C(1)].
 - (ii) This cap is not applicable to those Members living with a disability [Admin.r.14C(4)].
 - (iii) The cap for Members attending electronically more than 50% of in-person meetings is determined through a rolling 'backwards looking test' by counting the number of meetings the Member has already attended by electronic means in the preceding 12 months [Admin.r.14C(3)].
 - (iii) This cap only applies to calculating in-person meetings conducted from 9 November 2022 onwards and is calculated separately for each type of meeting.
 - (iv) The CEO should maintain a Record of Meetings (spreadsheet) held from 9 November 2022 onwards, with details of each individual Member's electronic attendance at an in- person meeting, and separately, the number of electronic meetings held by the local government, for each type of meeting (ordinary Council meeting, special Council meeting, each committee, and the Audit Committee), to ensure that Electronic Attendance Cap requirements are met.
- (e) Disclosure of Interest
- Members should provide any 'Disclosure of Interest' declaration before the meeting begins. However, where this is not possible, it can still be declared in the meeting when the Presiding Member asks.
- (f) Records of requests and decisions about requests must be retained:
- (i) Where the Shire President makes the decision, the record is retained as a Local Government record (e.g. email communication) in accordance with the Shire of Gnowangerup's Record Keeping Plan and protocols; and
 - (ii) Where Council makes the decision, the decision must be recorded in the minutes [Admin.r.11(d)].
- (g) The CEO shall ensure that necessary administrative and technological support is readily available to facilitate attendance by electronic means at any meeting, on the basis that approvals may be given at any reasonable time prior to commencement of the meeting by the Shire President or during the meeting itself by Council for a Council meeting.

2.2 Conducting a Meeting by Electronic Means [Administration Regulation 14D and 14E]

- (a) Ordinary meetings will primarily be held as in-person meetings.
- (b) Where a declared public health or state of emergency, or associated directions, are in effect that prevent an in-person meeting being held, the Shire President or the Council can approve a meeting to be held by electronic means:
 - Meetings held by electronic means in these circumstances are not subject to, or included in, the prescribed limitation on the number of meetings held by electronic means [Admin.r.14D(2)(a)(b)].
- (c) Where it is otherwise considered expedient or necessary (and there is no declared emergency), the Council may resolve to authorise the meeting to be held by electronic means [Admin.r.14D(2)(c)], subject to:
 - (i) The prescribed limitation is not exceeded on the number of electronic meetings allowed [Admin.r.14D(2A)];
 - (ii) The CEO has been consulted, before the electronic means by which the meeting is to be held is determined by the Shire President or Council resolution [Admin.r.14D(3)(4)];
 - (iii) The decision has given due regard to whether the location from which each Member seeks to attend the meeting and the equipment each Member intends to use, are suitable to ensure each Member is able to effectively engage in deliberations and communications throughout the meeting; and
 - (iv) Each Member has made a declaration prior to the meeting, or that part of the meeting, that is closed, that confidentially can be maintained [Admin.r.14D(6)]. In the absence of such a declaration, a Member is prohibited from participation in the meeting, or that part of the meeting, that is closed.
 - (v) A request for a committee to be held as an electronic meeting (outside of a declared emergency) must first be approved by Council.
- (d) Where a meeting is authorised to be held as an electronic meeting, the CEO must ensure details are:
 - (i) published on the Shire of Gnowangerup's official webpage [Admin.r.12];
 - (ii) provided in the Notice of Meeting/Agenda; and
 - (iii) broadly promoted to ensure community awareness, such as through social media, newsletters, on noticeboards, etc.

2.3. Participating in Meetings by Electronic Means

- (a) **Presiding at Meeting** - Where the Shire President is approved to attend an in-person meeting by electronic means, the Shire President may choose to defer to the Deputy Shire President [acting under Section 5.34 of the Act] for the purpose of presiding at the meeting.
- (b) **Conduct**- Members are to be familiar with their Meeting Procedure/Standing Orders and Code of Conduct requirements, in particular, protecting confidential information and appropriate communication practices, when participating in a meeting by electronic means.
- (c) **Meeting Procedures** - Where provisions of a Meeting Procedures/Standing Orders are not applicable to an electronic meeting environment, the Presiding Member may need to consider modification or suspension of the inconsistent subject provisions.
- (d) **External Parties Participating in Closed Meetings** - Where external parties are invited to participate in a closed part of an electronic meeting (such as auditor attending an Audit Committee electronic meeting), before being approved to attend by a resolution of the meeting, they are to first confirm they have met the electronic means, location and equipment suitability requirements of this policy, including maintaining confidentiality.
- (e) **Remote attendance** - In authorising a person's remote attendance, the Shire may require that a person attending remotely must do so from a location that is quiet and private (for example, a private room in their house).

2.4. Standing Orders Local Law

- (a) To address the immediate need to amend the existing requirements, the CEO should identify if any clauses in the Shire of Gnowangerup's Standing Local Law cannot be complied with or require modification when conducting an eMeeting. For example, the requirement for voting by show of hands or for Members to stand when speaking.
- (b) The CEO should provide an Officer Recommendation, in the eMeeting Agenda, to suspend specified Local Law clauses that may limit eMeeting efficiency or effectiveness. This Officer Recommendation should be inserted into the Agenda at a point after the 'Public Question Time' Agenda Item in order to comply with Admin.r.7(2).
- (c) The Presiding Member may then determine how matters are managed in the eMeeting.

2.4. Electronic Means

- (b) The Council resolved at it's Ordinary Council meeting on 27 September 2023 that the preferred electronic means for remote attendance are Microsoft Teams and telephone.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Local Government Act 1995 Local Government (Administration) Regulations 1996 r14C, 14CA, 14D and 14E
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DOCUMENT CONTROL

STRATEGY & GOVERNANCE

Policy Number	2.18
Responsible Officer	Chief Executive Officer
Initial Council Adoption	N/A
Review Dates	
Next Review Due	31 July 2024 This policy will be reviewed annually or more often where circumstances require.

PERFORMANCE IMPROVEMENT POLICY

1. Policy statement and purpose

The Shire of Gnowangerup is committed to providing an employee the opportunity to address under or non-performance by implementing a performance improvement process agreed to between the Shire and employee.

Under or non-performance relates to the quality, quantity, accuracy and timeliness of a position's responsibilities and work outputs. If not appropriately addressed, productivity, quality of work outputs and individual and team morale may be compromised. Where issues relate to compliance with policies and/or standards of behaviour and conduct these will be addressed through the disciplinary process, not a performance improvement plan (**PIP**).

The performance improvement process ensures the line manager and the employee is supported by a clear framework for identifying, managing and documenting underperformance in a manner that ensures procedural fairness. This will usually involve the implementation of a PIP.

2. Application

This policy applies to all employees employed at the Shire with the exception of the Chief Executive Officer.

3. Performance improvement

PIPs provide employees with an opportunity to consciously work on their performance, learn new skills where required and prove their commitment to their role and the Shire.

The Shire will consider external and internal factors, some of which are outlined below, when designing a PIP with the employee. As part of this process the Shire will take into consideration an employee's personal circumstances which may be impacting their performance.

External

- Changes to government policy and funding/subsidies, and
- Changes to laws regulating Local Governments.

Internal

- Introduction of new technology or systems
- Changes to job design, including responsibilities
- Conflict with other employees, and
- Lack of clear goals or misunderstanding of performance expectations.

4. Features of a performance improvement plan

The line manager will meet with the employee to develop a written PIP.

Features of the PIP will include:

- specified time frame for the line manager and employee to re-assess the employee's progress and performance to determine the extent of improvement
- clear, specific and realistic performance objectives
- support mechanisms that will assist the employee improve their performance, and
- scheduling of regular meetings to monitor and review the employee's performance.

Importantly, agreed goals and expectations must be consistent with the employee's position description, key performance indicators and the Shire's required standards.

5. Responsibilities

It is the expectation of the Shire that the parties involved will genuinely commit to and actively participate in the performance improvement process. Where it is evident that underperformance has not been remedied through a PIP the Shire's disciplinary process may be enacted.

Specific responsibilities of those involved are outlined below.

Line manager

- Raise underperformance issues as soon as they are identified
- Provide reasonable support to the employee to achieve the performance expectations
- Conduct regular review meetings during the performance improvement process
- Record and document progress in a PIP
- Provide honest, constructive, timely feedback and reasonable support on an ongoing basis
- Address any issues that arise through this process with the employee.

Employee

- Contribute to the development of the PIP and actively participate in review meetings and if required utilise support options
- Inform the line manager about any circumstances that may impact on the employee's ability to meet the performance expectations as soon as reasonably practicable
- Make best endeavours to meet the performance expectations outlined by the Shire.

Human Resources

- Provide support and guidance to line managers administering the process.

6. Disciplinary action

At any stage of the performance improvement process if the action or under performance of the employee is sufficiently serious, a disciplinary process may be commenced without completing the entire PIP.

7. Consequences of breaching this policy

This policy constitutes a lawful instruction to employees. Any breach of this policy may lead to disciplinary action including, but not limited to, termination of employment.

8. Variation to this policy

This policy may be cancelled or varied from time to time. The Local Government's employees will be notified of any variation to this policy by the normal correspondence method.

9. Related Documents

9.1 Internal

- Employee Performance Improvement Plan template

COMPLIANCE REQUIREMENTS

Legislation	
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.13
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	(NEW)
Review Dates	New policy 2023
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.

INTERNET, EMAIL AND COMPUTER USE POLICY

1. Policy statement

This policy sets out the conditions for acceptable use of the Shire's information and communication technology (ICT) facilities. The Shire's ICT facilities include but are not limited to the network, computer systems, access to the internet and email, corporate systems and corporate hardware.

The purpose of this policy is to:

- regulate and provide guidelines on the proper use of the Local Government's ICT facilities for their intended purposes without infringing legal requirements or creating unnecessary business risk, and
- protect against the risk of virus/malware attacks, theft and disclosure of information, and disruption of network systems and services.

2. Application

This policy applies to all employees, elected members, contractors, visitors and volunteers (collectively referred to as **employees** in this policy) engaged or appointed by the Shire.

3. Definitions

Authorised User means any employee that has been granted authorised access to the Shire's ICT facilities.

Email means the Local Government provided Microsoft Outlook, Outlook Web Access, or any Local Government email system that is synchronised to a PC or mobile device, whether the mobile device is provided by and remains the property of the Shire or owned by an Authorised User.

ICT means Information, Communications, and Technology. This includes but is not limited to mail, telephones, mobile phones, voice mail, SMS, email, intranet, computers, tablets, printers, multi-functional devices, scanners and other electronic devices owned by the Local Government.

Malware is an abbreviation of 'malicious software' and means software programs designed to cause damage and other unwanted actions on a computer system. Examples of malware include spyware, worms, viruses and Trojans.

Network Access includes connectivity from any device to Local Government managed ICT infrastructure connecting both local and remote network servers.

Prohibited Material means content which:

- could be reasonably regarded as pornographic
- contains offensive language, cruelty or violence
- is illegal, defamatory or discriminatory
- breaches copyright
- promotes terrorism or encourages terrorist acts, and
- contravenes the Shire's values and policies.

4. General use of ICT equipment

Data created and stored on the corporate systems remain the property of the Shire. Due to the need to protect the Shire's network, the confidentiality of personal (non-work-related) information stored on any network device belonging to the Shire cannot be guaranteed.

For security and network maintenance purposes only authorised persons within the Shire may monitor equipment, systems, network traffic and emails at any time, according to the specific nature and requirements of their roles.

The Shire reserves the right to audit networks and systems periodically to ensure system integrity and compliance with this policy.

5. Personal use

A degree of reasonable personal use of the Shire's ICT assets is allowed though staff should exercise judgment and be guided by the following principles:

- Personal use should be undertaken either before or after contracted hours of work or during authorised breaks.
- Personal use should be limited and brief, avoiding excessive download or transmission. An example of acceptable personal use would be conducting brief transactions through internet banking.
- If there is any uncertainty regarding acceptable personal use then employees should consult their supervisor for guidance.

6. Security and proprietary information

All information stored on the Shire's corporate systems should be regarded as confidential and care must be exercised before sharing or distributing any information. If there is any uncertainty regarding the level of confidentiality involved then staff should consult their line manager for guidance.

Passwords and accounts must be kept secure and must not be shared. Authorised Users are responsible for the security of their passwords and accounts. Passwords should be changed in accordance with advice from the ICT team.

All devices connected to the Shire's computing systems/networks, regardless of ownership, must be running approved and up to date virus-scanning software. Employees must be attentive to emails they receive from outside parties and use caution when opening files received from unknown senders. The Deputy CEO must be advised of any warning received by employees to determine if it is appropriate to advise all staff of the warning.

7. Email and communication activities

All emails sent by staff should include the 'signature' and disclaimer at the foot of the body of the email, in the format specified by the Shire's style guide or as otherwise advised by the Deputy CEO.

The following activities are not permitted when using a Shire's email address:

- except in the course of normal business notifications, sending or forwarding unsolicited electronic messages, including the sending of 'junk mail' or other advertising material, jokes, or chain communication to individuals who did not specifically request such material
- any form of harassment via electronic/ICT means
- use of any of the Shire's network or systems for the purpose of generating unsolicited communications
- sending any confidential information to parties outside the Shire or to personal email addresses
- communicating in a manner that could adversely affect the reputation or public image of the Shire, and
- communicating in a manner that could be construed as making statements or representations on behalf of the Shire without the Shire's express permission to do so.

The use of personal email accounts (e.g. Gmail, Hotmail, Yahoo Mail, etc.) is not permitted for the conduct of Shire business.

8. Remote access

Users with remote access are reminded that when connected to the Shire's network, their devices are an extension of that network and as such are subject to the same rules and regulations that apply to the Shire's corporate equipment and systems.

The device that is connected remotely to the network must be secure from access by external non-Local Government parties and should be under the complete control of the user.

All devices (whether personal or corporate) connected to the Shire's networks via remote access technologies should have up-to-date anti-Malware software.

Where possible, users should avoid using public access terminals to establish a remote connection.

9. Unacceptable use

Under no circumstance is any user authorised to engage in any activity that is illegal under Local, State, Federal or International law while connected to or utilising the Shire's ICT systems or resources.

9.1 Prohibited material

Employees must not distribute emails, phone messages or documents (electronic or otherwise) under any circumstances that include information or activities which relate to Prohibited Material.

9.2 System and network activities

The following activities are not permitted:

- Violations of the rights of any person or company/organisation protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the duplication, installation or distribution of 'pirated' or other software products that are not appropriately licensed for use by the Shire or the end user.
- Unauthorised copying or digitising of copyrighted material and the installation of any copyrighted software for which the Shire or the end user does not have an active license.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
- Introduction of Malware or code into the network or onto devices connected to the network.
- Revealing your account password to others or allowing use of your account by others.
- The Shire's equipment is not to be used to download or distribute any material that could be considered offensive or Prohibited Material. If a user receives such material they should notify their line manager.
- Making fraudulent offers of products, items, or services, or undertaking private work via any Local Government equipment, device or account.

The following activities are not permitted unless they are within the scope of regular responsibilities for an expressly authorised role:

- Effecting security breaches or disruptions of network communication. Security breaches include accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorised to access.
- Executing any form of network monitoring which will intercept data not intended for the user's host.
- Attempting to avoid or bypass the Shire's network security measures.
- Interfering with any other user's account by whatever means.
- Using the system in a way that could damage or affect the performance of the network.

10. Provision and use of mobile phones and electronic devices

Some employees may be provided with a mobile phone, tablet and/or other electronic devices if it is deemed necessary to their position. All electronic devices supplied remain the property of the Shire of Gnowangerup and users of these devices must comply with this policy.

11. Consequences of breaching this policy

This policy constitutes a lawful instruction to employees. Any breach of this policy may lead to disciplinary action including, but not limited to, termination of employment.

In addition to disciplinary action, the Shire reserves the right to temporarily block or remove email, internet and Network Access for employees in breach of this policy.

12. Variation to this policy

This policy may be cancelled or varied from time to time. Staff will be notified of any variation to this procedure by the normal correspondence method.

13. Related documents

13.1 Internal

- Disciplinary Policy
- Social Media Policy

- Code of Conduct

COMPLIANCE REQUIREMENTS

Legislation	• Nil
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.14
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	(NEW)
Review Dates	NEW
Next Review Due	31 August 2024 This policy will be reviewed annually or more often where circumstances require.

SECONDARY EMPLOYMENT POLICY

Objective

This policy aims to provide guidance on what the Shire defines as secondary employment, when employees are required to make an application for secondary employment and what the Shire will consider when reviewing an application for secondary employment.

1. Policy statement and application

The Shire of Gnowangerup recognises that its employees may undertake secondary employment outside of their employment with the Shire.

This policy applies to all employees engaged by the Shire.

2. What is secondary employment?

Secondary employment includes paid or unpaid work the employee undertakes in addition to their position with the Shire.

Examples of secondary employment include:

- undertaking paid employment with another organisation
- running a business
- assisting or running a family business
- maintaining a professional practice or consultancy
- undertaking contract work
- being a director on a Board
- undertaking work experience

When can an employee engage in secondary employment?

An employee must not engage in secondary employment without receiving the prior written approval of the Chief Executive Officer.

3. Responsibility of the employee

An employee must avoid and appropriately resolve any conflict or incompatibility between the employee's private or personal interests and the impartial performance of their public or professional duties.

Employees with approval to engage in secondary employment have a duty to notify the CEO of any change in circumstances which might give rise to a conflict of interest, incompatibility with the Shire's employment or any real or perceived adverse impact on their performance or professional duties.

4. Responsibility of the CEO

The CEO will exercise their discretion to consent to an employee's application for secondary employment unless the secondary employment will have, or is likely to have, an adverse impact on the employee's employment with the Shire. In considering the application the CEO will have consider the principles affecting employment under section 5.40 of the *Local Government Act 1995* (WA).

The CEO may deny an application to engage in secondary employment where it presents a conflict with the employee's Local Government duties.

The CEO may make the termination of secondary employment a condition of commencement or continuation of employment with the Shire or place restrictions on secondary employment to ensure it does not interfere with the employee's position with the Shire.

The CEO may delegate their authority to deal with all or any part of this policy to the Deputy CEO.

5. Conflicts of interest with the Local Government

Secondary employment can lead to conflicts of interest and/or conflicts of duties. An employee must not use Local Government time, resources, or information obtained from the Shire in the course of secondary employment. An employee must not take advantage of their position at the Shire for the benefit of their secondary employment.

An assessment of secondary employment will be undertaken annually during the employee's performance review or more regularly if required, to minimise risks including but not limited to:

- the creation of an actual or perceived conflict of interest between official and private business interests
- misuse of Local Government resources such as telephones, email and office stationery and material
- unauthorised use of information and intellectual property
- absenteeism due to competing commitments
- diminished work performance resulting from tiredness, distraction or time pressures
- the potential for an increased load on co-workers who must cover the reduced performance of an employee, and
- adverse effects on the public's perception of the integrity of the Shire.

6. Breach of this policy

An employee who engages or continues to engage in secondary employment after being informed that their application has been denied, may be subject to disciplinary action including but not limited to, termination of employment.

In some circumstances the Shire may be obliged to notify the Public Sector Commission or the Corruption and Crime Commission if the secondary employment arrangement requires further investigation.

7. Variation to this policy

This policy may be cancelled or varied from time to time. Staff will be notified of any variation to this policy by the normal correspondence method.

COMPLIANCE REQUIREMENTS

Legislation / Documents	<ul style="list-style-type: none"> Local Government Act 1995, section 5.40 Internal: Application for Secondary Employment Form
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DOCUMENT CONTROL

HUMAN RESOURCES & COMMUNICATION

Policy Number	3.15
Responsible Officer	Deputy Chief Executive Officer
Initial Council Adoption	(NEW)
Review Dates	NEW
Next Review Due	31 August 2025 This policy will be reviewed every two years or more often where circumstances require.



COVID-19 FINANCIAL HARDSHIP POLICY

Objective

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID-19 pandemic, the Shire of Gnowangerup recognises that these challenges will result in financial hardship for our ratepayers.

This Policy is intended to ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at this difficult time

Policy Scope

This policy applies to:

1. Outstanding rates and service charges as at the date of adoption of this policy; and
2. Rates and service charges levied for the 2020/21 financial year.

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so. For this reason the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* will apply.

Policy Statement

Payment difficulties, hardship and vulnerability¹

Payment difficulties, or short term financial hardship, occur where a change in a person's circumstances result in an inability to pay a rates or service charge debt.

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants. The Shire of Gnowangerup recognises the likelihood that COVID-19 will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

Anticipated Financial Hardship due to COVID-19

We recognise that many ratepayers are already experiencing financial hardship due to COVID-19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

¹ Adapted from the Ombudsman Western Australia publication, **Local government collection of overdue rates for people in situations of vulnerability: Good Practice Guidance:** <http://www.ombudsman.wa.gov.au/>

We will write to ratepayers at the time their account falls into arrears, to advise them of the terms of this policy and encourage eligible ratepayers to apply for hardship consideration. Where possible and appropriate, we will also provide contact information for a recognised financial counsellor and/or other relevant support services.

Financial Hardship Criteria

While evidence of hardship will be required, we recognise that not all circumstances are alike. We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under employment;
- Sickness or recovery from sickness;
- Low income or loss of income;
- Unanticipated circumstances such as caring for and supporting extended family.

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

Payment Arrangements

Payment arrangements facilitated in accordance with Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable;
- The ratepayer will be responsible for informing the Shire of Gnowangerup of any change in circumstance that jeopardises the agreed payment schedule.

Interest Charges

A ratepayer that meets the Financial Hardship Criteria will not attract interest or penalty charges on rates / service charge debt in 2020/21, subject to the period of time that the Local Government (COVID-19 Response) Ministerial Order 2020 remains effective (SL 2020/67 – Gazetted 8 May 2020).

In the case of severe financial hardship, the Shire of Gnowangerup may consider writing off interest applicable to the Emergency Services Levy and / or interest previously accrued on rates and service charge debts.

Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid;

- becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges.

Debt recovery

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3rd due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding on 1 July 2021, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the 2021/2022 financial year.

Rates and service charge debts that remain outstanding at the end of the 2021/22 financial year, will then be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995*.

Review

We will establish a mechanism for review of decisions made under this policy, and advise the applicant of their right to seek review and the procedure to be followed.

Communication and Confidentiality

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors, and may have complex needs. We will provide additional time to respond to communication and will communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

COMPLIANCE REQUIREMENTS

Legislation	<ul style="list-style-type: none"> • XXXXX
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DOCUMENT CONTROL

FINANCE

Policy Number	4.13
Responsible Officer	Senior Finance Officer
Initial Council Adoption	27 May 2020
Last Review Date	
Next Review Due	This policy will be reviewed annually or more often where circumstances require.

TO BE REVOKED

11.5	INVITATION TO ELECTED MEMBER INDUCTION
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	27 September 2023
Business Unit:	Corporate and Community Services
Officer:	David Nicholson - CEO
Disclosure of Interest:	Nil

ATTACHMENTS

NIL

PURPOSE OF THE REPORT

In addition to the compulsory training for Councillors who are not otherwise exempt, it is proposed that all Councillors attend the post-election Councillors Induction.

BACKGROUND

Council has significant responsibility under the Local Government Act 1995 and the State's planning framework and legislation. It is important that all Councillors are aware of their duties and responsibilities under the Act and Subsidiary Legislation

The objectives of the induction are three-fold:

- Provide critical information to Councillors to prepare them for their immediate role.
- Provide an opportunity for a dialogue and a conversation with Councillors to form a cohesive working relationship; and
- Introduce Councillors to the Shire Administration.
- The induction is proposed to be held on 25th October 2023.

COMMENTS

The intention is to welcome Councillors to the organisation, strengthen Council as a collective quasi-judicial decision-making body and prepare them for their responsibilities and duties as public officers under legislation.

CONSULTATION

Attending Councillors induction discussed at Council Workshop 13 September 2023 where it was agreed this would be valuable for new as well as existing Councillors.

LEGAL AND STATUTORY REQUIREMENTS

POLICY IMPLICATIONS

NIL

FINANCIAL IMPLICATIONS

Minimal cost of catering.

STRATEGIC IMPLICATIONS

Alignment with our Strategic Community Plan.

A strategically focused Council Strategy

Provide clear strategic direction to the administration

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Primary Strategic Risk Category	Leadership
Description	Risk of ineffective strategic leadership of Council
Residual Risk	Low
Consequence Rating	Low
Likelihood Rating	Unlikely

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION:

0923 That Council:

Agrees to the mandatory induction program be attended by all Councillors on 25th October 2023.

11.6 LIST OF AUGUST 2023 ACCOUNTS FOR PAYMENT AND AUTHORISATION

Location:	Shire of Gnowangerup
Proponent:	N/A
File Ref:	
Date of Report:	15 September 2023
Business Unit:	Corporate and Community Services
Responsible Officer:	Chiara Galbraith – Deputy Chief Executive Officer
Author:	Anrie van Zyl – Human Resource & Emergency Management Officer
Disclosure of Interest:	Nil

ATTACHMENTS

- List of Payments for August 2023.

PURPOSE OF THE REPORT

To provide Council with a list of payments processed in the month of August 2023.

BACKGROUND

Nil

COMMENTS

The List of Payments for August 2023 covering the period 01/08/2023 to 31/08/2023 is as follows:

FUND	AMOUNT
Municipal Fund	\$466,023.06
Credit Card	\$ 3,744.99
TOTAL	\$469,768.05

CONSULTATION

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government (Financial Management) Regulations 1996

Regulation 12 states that:

- (1) *A payment may only be made from the municipal fund or the trust fund —*
 - (a) *if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or*
 - (b) *otherwise, if the payment is authorised in advance by a resolution of the council.*

POLICY IMPLICATIONS

Purchasing Policy 4.1

Corporate Credit Card Policy 4.4

FINANCIAL IMPLICATIONS

All payments are in line with the Adopted Budget or have been approved by Council as a Budget Amendment.

STRATEGIC IMPLICATIONS

Strategic Community Plan

Theme: Our Organisation

Community Priority:

Forward planning and implementation of plans to achieve strategic priorities.

Action: Performance against commitments made.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Strategic Risk Category	Financial Sustainability
Consequence Rating	Catastrophic
Likelihood Rating	Unlikely
Acceptance Rating	Acceptable
Risk Acceptance Criteria	Risk Acceptable with adequate controls

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

That Council receive and approve the August 2023 List of Payments as per the Officer's Recommendation.

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION:

0923 That Council:

Receives and approves the payment of accounts for August 2023 consisting of:

- **EFT20196– EFT20280 totalling \$403,777.53;**
- **Superannuation and Direct Deposits totalling \$62,245.53; and**
- **Corporate Credit Card totalling \$3,744.99**

**SHIRE OF GNOWANGERUP
LIST OF PAYMENTS - AUGUST 2023**

Chq/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT20196	03/08/2023	ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 100.00
EFT20197	03/08/2023	BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 130.00
EFT20198	03/08/2023	LGRCEU	PAYROLL DEDUCTIONS	\$ 110.00
EFT20199	04/08/2023	ABA SECURITY	SUPPLY AND INSTALLATION OF A REPLACMENT AUTOMATIC GATE EXIT GROUND LOOP (VEHCILE SENSOR)	\$ 2,640.10
EFT20200	04/08/2023	AUSTRALIA PACIFIC VALUERS PTY LTD	ANNUAL FEES FOR FINANCIAL REPORTING VALUATIONS 2022/23	\$ 9,050.80
EFT20201	04/08/2023	AUSTRALIA'S SOUTH WEST	2023 GREAT SOUTHERN BLOOM FESTIVAL - SINGLE FREE EVENT	\$ 50.00
EFT20202	04/08/2023	AUTOSMART (WA) SOUTH WEST & GREAT SOUTHERN	4 X COLOURED RAGS	\$ 306.19
EFT20203	04/08/2023	BULLSEYE PLUMBING & GAS	REPLACE HEAT PUMP AT CEO HOUSE (4 GROCOCK STREET)	\$ 6,545.00
EFT20204	04/08/2023	BUSSELTON ADVANCE DRIVER TRAINING (BADT)	ROAD RANGER HR DRIVER TRAINING LICENSE FOR LEWIS CLAASSEN	\$ 1,795.00
EFT20205	04/08/2023	CORSIGN WA	PVC FLEXIBLE GUIDE POSTE WHITE 1400MM WITH RED/WHT DELINEATION (PARK) (FGP-PVC-PK	\$ 5,115.00
EFT20206	04/08/2023	DEPARTMENT OF WATER AND ENVIRONMENTAL REGULATION	CONTROLLED WASTE TRACKING FORM	\$ 44.00
EFT20207	04/08/2023	EDGE PLANNING & PROPERTY	REVISION OF THE CUNEO CLOSE STRUCTURE PLAN (PLANNING CONSULTANT FEE FOR THE UPDATING OF THE STRUCTURE PLAN & ACOUSTIC COMPONENT OF THE REPORT) AS PER COUNCIL RESOLUTION NO 1022.119, ORDINARY COUNCIL MEETING 26 OCTOBER 2022	\$ 152.90
EFT20208	04/08/2023	EDWARDS ISUZU UTE (NARROGIN)	SUPPLY DMUX 4X4 SINGLE CAB UTE WITH GVM UPGRADE AS PER QUOTE	\$ 11,122.20
EFT20209	04/08/2023	GNOWANGERUP COMMUNITY RESOURCE CENTRE	STAFFING: 03,07,10, 14, 17, 21, 24, 28, 31 JULY 2023	\$ 1,855.64
EFT20210	04/08/2023	GNOWANGERUP FUEL SUPPLIES	FUEL - SES JULY 2023	\$ 1,929.78
EFT20211	04/08/2023	GNOWANGERUP SHIRE MEDICAL PRACTICE	PRE-EMPLOYMENT MEDICAL	\$ 150.00
EFT20212	04/08/2023	GNP HARDWARE	ANNUAL UNIFORM ORDER FOR SARAH HENNING - EXECUTIVE ASSISTANT	\$ 2,049.30
EFT20213	04/08/2023	GPC ASIA PACIFIC T/A REPCO	LIGHT BAR WIRING HARNESS (SKU MTDLH1224)	\$ 279.40
EFT20214	04/08/2023	JERRAMUNGUP ELECTRICAL SERVICE	CEO HWS	\$ 452.62
EFT20215	04/08/2023	LITTLE GROVES CAFE & WARES	LIGHT DINNER FOR 8 PAX – WILL COLLECT 1PM WEDNESDAY 26 JULY 2023 FOR COUNCIL MEETING SMALL FRUIT PLATTER SMALL MIXED TRAY OF CAKES AND SLICES MIXED TRAY OF VIETNAMESE ROLLS AND WRAPS (PLATTER CONTAINING A MIX OF RICE PAPER ROLLS & SUSHI)	\$ 194.00
EFT20216	04/08/2023	MESSAGEMEDIA	OUTBOUND MESSAGES - JULY 23 (9172 MESSAGES)	\$ 1,210.70
EFT20217	04/08/2023	OLUMAYOKUN OLUYEDE	CASH SUBSIDY AS PER CONTRAT - JULY 2023	\$ 13,750.00
EFT20218	04/08/2023	ONGERUP TYRES & AUTOMOTIVE	REPLACE TYRES ON STEEL DRUM ROLLER P2046	\$ 3,802.50
EFT20219	04/08/2023	SOLUTIONS IT	ANNUAL FEE 2023/24 FOR ONSITE VISIT (1 PER MONTH)	\$ 935.00
EFT20220	04/08/2023	SOUTHWAY PETROLEUM AND PAINT SERVICES	FUEL STORAGE INSPECTION AND CALIBRATIONS 12 MONTHLY. GNOWANGERUP DEPOT	\$ 7,799.00
EFT20221	04/08/2023	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT CHARGES - DEPOT	\$ 139.78
EFT20222	04/08/2023	WA CONTRACT RANGER SERVICES	RANGER SERVICES YEARLY FEES 2023/24 ONE ROSTERED DAY PER WEEK	\$ 1,782.00
EFT20223	04/08/2023	WBS MODULAR PTY LTD T/A EVOKE LIVING HOMES	CONSTRUCT AND INSTALL 2 X 2 BEDROOM CHALET BUILDINGS AS PER RFT2023-4	\$ 95,528.45
EFT20224	04/08/2023	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	PREPARATION PROGRAM TO INDUCT NEWLY ELECTED MEMBERS - 31 AUGUST 2023 AT WALGA DAVID NICHOLSON & CHAIRA GALBRAITH	\$ 1,298.00
EFT20225	04/08/2023	YONGERGNOW INC	CATERING FOR COUNCILOR WORKSHOP - 9TH AUGUST AFTERNOON TEA 14 PAX, 1 X VEGAN AND DINNER 14 PAX, 1 VEGAN	\$ 300.00
EFT20226	14/08/2023	ABA SECURITY	CCTV REPAIR AND INSPECTION, TOWN HALL, STAR BUILDING, POLICE STATION AND PLAYGROUND CAMERA (\$ 2,073.46
EFT20227	14/08/2023	AUSTRALIA POST	SUPPLY CHARGES JULY 23	\$ 76.16
EFT20228	14/08/2023	BARRY GIBBS	STAFF REIMBURSEMENT - POLICE CLEARANCE	\$ 58.70
EFT20229	14/08/2023	BCITF	BCITF LEVY PAYMENT REQUEST - O'MEEHANS ROAD - LOT 159 - AMELUP	\$ 2,991.75

EFT20230	14/08/2023	BGL SOLUTIONS	SUPPLY ANS INSTALL GRANULAR FERTILIZERS, LIQUID FERTILIZERS, ETC	\$ 12,375.42
EFT20231	14/08/2023	CORE BUSINESS AUSTRALIA PTY LTD (CORE SRM)	ACTING MANAGER OF WORK: 12 JUNE 2023 - 11 JULY 2023: 7.6HRS/DAY X 22 DAYS (38HRS/WEEK)	\$ 7,796.25
EFT20232	14/08/2023	DA & KJ MURRAY	ACCOMODATION & MEALS - EHO - LLEW WITHERS JULY 2023	\$ 600.00
EFT20233	14/08/2023	GNOWANGERUP IGA	SES REFRESHMENTS INCL GST ITEMS	\$ 491.00
EFT20234	14/08/2023	GNOWANGERUP SMASH REPAIRS	OFF SITE REPAIRS - FIT GRADER WINDOWS & REPAIR DOOR STOPS	\$ 440.00
EFT20235	14/08/2023	GNP HARDWARE	ENGINE OIL 15W40HD12 (44 GALLON/208 LITRE DRUM)	\$ 1,391.50
EFT20236	14/08/2023	MARKET CREATIONS PTY LTD	CONTRACT WORK FOR SHIRE ANNUAL REPORT - PROGRESS PAYMENT	\$ 2,604.25
EFT20237	14/08/2023	OFFICEWORKS	A0 FINANCIAL YEAR CALENDARS	\$ 89.20
EFT20238	14/08/2023	ONLINE SAFETY SYSTEMS PTY LTD	PLANT ASSESSOR MEMBERSHIP FEES JULY 23	\$ 632.50
EFT20239	14/08/2023	POSITION PARTNERS PTY LTD	HIPER-VR ASSY W/R2LITE UHF (NO CELL) HIPER-VR ASSY W/R2LITE UHF (NO CELLO) FC-6000 GEO CELL 128 AU	\$ 2,623.50
EFT20240	14/08/2023	QHSE INTEGRATED SOLUTIONS PTY LTD	SKYTRUST INTELLIGENCE SYSTEM - ANNUAL LICENCE FEE - AUG 23	\$ 603.90
EFT20241	14/08/2023	SADLERS BUTCHERS	CATERING FOR LUNCH FOR 10 PEOPLE MONDAY 17TH JULY 2023 SANDWHICH PLATTER SALAD PLATTER VEGAN SALAD - NO EGG - NO CHEESE - NO DRESSING PLATTER OF MINI PIES & SAUCE WE WILL COLLECT 11AM MONDAY 17TH JULY 2023	\$ 163.00
EFT20242	14/08/2023	SOLUTIONS IT	PHONE AT GNP ADMIN OFFICE 2023/24	\$ 958.65
EFT20243	14/08/2023	TEAM GLOBAL EXPRESS PTY LTD	DEPOT FREIGHT	\$ 102.19
EFT20244	14/08/2023	TRUCK CENTRE WA PTY. LTD.	MACK SERVICE KIT (FILTER KIT, SUMP PLUG WASHER, FILTER, AIR FILTER AND MACK 15W40 ENGINE OIL OI	\$ 1,169.19
EFT20245	14/08/2023	WBS MODULAR PTY LTD T/A EVOKE LIVING HOMES	CONSTRUCT AND INSTALL 2 X 2 BEDROOM CHALET BUILDINGS AS PER RFT2023-4	\$ 99,870.65
EFT20246	14/08/2023	WITHERS & ASSOCIATES PTY LTD	ANNUAL COST 2023/24 FOR EHO - LLEW WITHERS	\$ 6,779.57
EFT20247	17/08/2023	ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 110.00
EFT20248	17/08/2023	BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 130.00
EFT20249	17/08/2023	LGRCEU	PAYROLL DEDUCTIONS	\$ 110.00
EFT20250	24/08/2023	ALBANY WORLD OF CARS	1 X OIL FILTER 1 X ELEMENT AIR CLEANER ! X AIR REFRESHER 1 X GASKET	\$ 191.01
EFT20251	24/08/2023	B P HARRIS & SON	ONE 5KG PACK OF 16 TC WELDING RODS	\$ 164.60
EFT20252	24/08/2023	BARRY GIBBS	FUEL REIMBURSEMENT	\$ 40.54
EFT20253	24/08/2023	BGL SOLUTIONS	CPI INCREASE JULY 2023 CHARGE	\$ 606.39
EFT20254	24/08/2023	BOBBIE VAN RENSBURG	VARIOUS FOOD ITEMS FOR DAMON FAREWELL	\$ 223.91
EFT20255	24/08/2023	BUNNINGS ALBANY	1 X CISTERN ONLY LINKSUITE	\$ 108.30
EFT20256	24/08/2023	DEPARTMENT OF WATER AND ENVIRONMENTAL REGULATION	CARRIER LICENCE NUMBER: T00176 EXPIRY DATE 25 SEPT 2024	\$ 269.00
EFT20257	24/08/2023	DHU SOUTH ELECTRICAL	MAIN OFFICE POWER FAILURES, INSPECTS LIGHTING FAULTS (3 FLUROS FOUND TO BE FAULTY AND REPLACES WITH LED FLUROS)	\$ 1,434.40
EFT20258	24/08/2023	DL CONSULTING	FINANCIAL SERVICES FOR JULY 2023 - AS PER CONTRACT	\$ 7,795.70
EFT20259	24/08/2023	GNOWANGERUP COMMUNITY RESOURCE CENTRE	IN THE GNOW ADVERTISING 2023/2024	\$ 418.00
EFT20260	24/08/2023	GNOWANGERUP FUEL SUPPLIES	21000L DIESEL @ \$1.92/L GNOWANGERUP DEPOT	\$ 40,320.00
EFT20261	24/08/2023	GNP HARDWARE	FIRE HOSE REEL 19MM FD20 FIRE NOZZLE 3/4 FI X 20MM POLY NUT & TAIL	\$ 252.54
EFT20262	24/08/2023	GREAT SOUTHERN TREE CARE (BARRETT'S TREE SERVICES)	REMOVE TREE FROM CARAVAN PARK AND GRIND STUMP	\$ 6,300.00
EFT20263	24/08/2023	INDUSTRIAL AUTOMATION GROUP PTY LTD	OPERATION FEES 6 MONTHS - GNOWANGERUP STANDPIPE FROM 1 JULY 2023 TO 31 DECEMBER 2023.	\$ 718.85
EFT20264	24/08/2023	LANDGATE	GROSS RENTAL VALUATIONS CHARGEABLE - SCHEDULE NO: G2023/04	\$ 74.15
EFT20265	24/08/2023	MAJOR MOTORS PTY LTD	1 X OIL FILTER 1 X FUEL FILTER 1 X PCV KIT 2 X BLOWER 1 X MICROBO	\$ 239.24
EFT20266	24/08/2023	METROCOUNT	RUBBER TUBE FOR ROAD COUNTERS (30 M LENGTHS X 10)	\$ 2,145.00
EFT20267	24/08/2023	ONGERUP FARM SUPPLIES	NITTO HI CUPLA CONNECTOR M TO M BSP 1/4 20PM"	\$ 33.40
EFT20268	24/08/2023	ONGERUP TYRES & AUTOMOTIVE	REPAIR AND PATCH LOADER TYRES	\$ 287.25
EFT20269	24/08/2023	POSITION PARTNERS PTY LTD	HIRE OF GNSS BASE ROVER TABLET & TRIPOD	\$ 3,808.30
EFT20270	24/08/2023	REECE AUSTRALIA LIMITED	3 X STOP TAP M&M T-HEAD R/B 15MM	\$ 79.82
EFT20271	24/08/2023	SOLUTIONS IT	ANNUAL FEE 2023/24	\$ 4,861.34
EFT20272	24/08/2023	STATE LIBRARY OF WESTERN AUSTRALIA	BETTER BEGINNINGS INVOICING 2023/24	\$ 143.00
EFT20273	24/08/2023	TRAFFIC FORCE	GENERIC TMP (SHIRE OF GNOWANGERUP	\$ 970.20

EFT20274	24/08/2023	WA CONTRACT RANGER SERVICES	RANGER SERVICES YEARLY FEES 2023/24 ONE ROSTERED DAY PER WEEK	\$ 1,782.00
EFT20275	24/08/2023	WURTH AUSTRALIA PTY LTD	2 X BRAKE CLEANER 12 X MULTI PURPOSE LUBRICANT ULTRA 2040 12 X ADHESIVE LUBRICANT HHS 500	\$ 983.39
EFT20276	24/08/2023	YONGERGNOW-ONGERUP COMMUNITY RESOURCE CENTRE	2023/24 COMMUNITY GRANT APPROVAL - YONGERGNOW-ONGERUP CRC - PLAY THERAPY	\$ 5,500.00
EFT20277	30/08/2023	FANTASTIC FURNITURE	FURNITURE FOR CHALETS	\$ 8,829.00
EFT20278	31/08/2023	ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 110.00
EFT20279	31/08/2023	BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 120.00
EFT20280	31/08/2023	LGRCEU	PAYROLL DEDUCTIONS	\$ 110.00
				\$403,777.53

DD6099.1	02/08/2023	AWARE SUPER	PAYROLL DEDUCTIONS	\$ 5,910.18
DD6099.2	02/08/2023	WALGS PLAN	PAYROLL DEDUCTIONS	\$ 139.43
DD6099.3	02/08/2023	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 1,945.74
DD6099.4	02/08/2023	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 3,025.44
DD6099.5	02/08/2023	THE PIPA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 284.40
DD6099.6	02/08/2023	ANZ SMART CHOICE SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 508.24
DD6099.7	02/08/2023	THE TRUSTEE FOR MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 287.04
DD6099.8	02/08/2023	REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 68.39
DD6103.1	03/08/2023	TELSTRA	MOBILE ACCOUNTS	\$ 739.00
DD6107.1	01/08/2023	SYNERGY	SUPPLY CHARGES - 13 MAY 2023 - 12 JUL 23	\$ 450.87
DD6107.2	10/08/2023	TELSTRA	SUPPLY CHARGES JULY 23	\$ 732.97
DD6110.1	16/08/2023	AWARE SUPER	PAYROLL DEDUCTIONS	\$ 6,354.56
DD6110.2	16/08/2023	WALGS PLAN	PAYROLL DEDUCTIONS	\$ 153.23
DD6110.3	16/08/2023	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 2,184.95
DD6110.4	16/08/2023	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 804.66
DD6110.5	16/08/2023	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 3,354.93
DD6110.6	16/08/2023	THE PIPA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 260.08
DD6110.7	16/08/2023	ANZ SMART CHOICE SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 529.38
DD6110.8	16/08/2023	THE TRUSTEE FOR MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 348.04
DD6110.9	16/08/2023	REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 68.39
DD6113.1	21/08/2023	TELSTRA	SUPPLY CHARGES - AUGUST 2023 (EFTPOS MACHINE)	\$ 169.99
DD6113.2	21/08/2023	WATER CORPORATION	SUPPLY CHARGES - APRIL/MAY 23 - ELDRIDGE STREET ONGERUP (LOT 250 RES 36094)	\$ 5.60
DD6115.1	07/08/2023	SYNERGY	SUPPLY PERIOD 49 DAYS	\$ 1,016.58
DD6115.2	07/08/2023	WATER CORPORATION	USAGE AND SERVICE CHARGES	\$ 1,050.30
DD6115.3	07/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 4.05
DD6115.4	07/08/2023	HOUSING AUTHORITY	RENT FOR AWMC	\$ 420.00
DD6117.1	08/08/2023	WATER CORPORATION	USAGE AND SERVICE CHARGES	\$ 1,766.56
DD6119.1	10/08/2023	SYNERGY	SUUPPLY PERIOD 44 DAYS	\$ 557.55
DD6121.1	14/08/2023	BENDIGO COMMUNITY BANK	DEPOSIT FEES	\$ 728.51
DD6121.2	14/08/2023	HOUSING AUTHORITY	RENT FOR AWMC 14 GROCOCK STREET	\$ 420.00
DD6123.1	15/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 3.15
DD6125.1	17/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 6.30
DD6127.1	18/08/2023	3E ADVANTAGE PTY LIMITED	JULY PHOTOCOPIER LEASE PRINCIPAL	\$ 418.00
DD6129.1	21/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 4.00
DD6129.2	21/08/2023	HOUSING AUTHORITY	AWMC RENT 14 GROCOCK STREET	\$ 420.00
DD6129.3	21/08/2023	WATER CORPORATION	USAGE AND SERVICE CHARGES	\$ 246.16
DD6131.1	01/08/2023	BENDIGO COMMUNITY BANK	BPAY BILLER FEES	\$ 9.44
DD6131.2	01/08/2023	WESTNET	ADMIN INTERNET	\$ 252.83
DD6133.1	02/08/2023	SYNERGY	SUPPLY PERIOD 49 DAYS	\$ 405.31
DD6133.2	02/08/2023	BENDIGO COMMUNITY BANK	TYRO FFES (EFTPOS)	\$ 212.88
DD6133.3	02/08/2023	WATER CORPORATION	USAGE AND SERVICE CHARGES	\$ 1,999.43
DD6135.1	03/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 5.55
DD6135.2	03/08/2023	FINES ENFORCEMENT REGISTRY	FINES ENFORCEMENT FP-DD-2308020010	\$ 835.00
DD6135.3	03/08/2023	SYNERGY	SUPPLY PERIOD 46 DAYS	\$ 1,517.74
DD6135.4	03/08/2023	WATER CORPORATION	USAGE AND SERVICE CHARGES	\$ 1,084.61
DD6137.1	04/08/2023	SYNERGY	SUPPLY PERIOD 49 DAYS	\$ 1,097.14
DD6137.2	04/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 0.45
DD6139.1	22/08/2023	SYNERGY	SUPPLY PERIOD 25/6/23-24/07/23 224 STREET LIGHTS	\$ 4,005.82
DD6142.1	23/08/2023	SYNERGY	SUPPLY PERIOD 43 DAYS	\$ 1,317.48
DD6147.1	30/08/2023	AWARE SUPER	PAYROLL DEDUCTIONS	\$ 6,218.55
DD6147.2	30/08/2023	WALGS PLAN	PAYROLL DEDUCTIONS	\$ 143.61
DD6147.3	30/08/2023	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 2,035.36
DD6147.4	30/08/2023	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 795.34

DD6147.5	30/08/2023	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 2,397.47
DD6147.6	30/08/2023	THE PIPA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 286.35
DD6147.7	30/08/2023	ANZ SMART CHOICE SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 517.30
DD6147.8	30/08/2023	THE TRUSTEE FOR MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 216.52
DD6147.9	30/08/2023	REST SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 68.39
DD6150.1	28/08/2023	HOUSING AUTHORITY	AWMC RENT GROCOCK STREET	\$ 420.00
DD6152.1	25/08/2023	SYNERGY	SUPPLY PERIOD 23 DAYS	\$ 206.00
DD6154.1	29/08/2023	WESTNET	DCEO INTERNET	\$ 64.99
DD6156.1	30/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 0.15
DD6158.1	31/08/2023	BENDIGO COMMUNITY BANK	BANK FEES	\$ 6.15
DD6161.1	31/08/2023	TELSTRA	MOBILE ACCOUNTS	\$ 739.00
				\$ 62,245.53

BREAKDOWN OF CREDIT CARD EXPENDITURE

09/08/2023	LITTLE LOVE GROVES	COFFEE WITH GNP CRC MANAGER	\$ 12.10
11/08/2023	DEPARTMNET OF TRANSPORT	LEWIS CLAASSEN LEARNERS PERMIT	\$ 59.90
12/09/2023	VISTA PRINT AUSTRALIA	RATES BROCHURES	\$ 233.99
13/09/2023	QUEST INNALOO	STAFF ACCOMMODATION - TRELIS TRAINING	\$ 1,461.29
17/09/2023	MOORE AUSTRALIA	2023 NUTS & BOLTS WORKSHOP - CHIARA GALBRAITH	\$ 1,848.00
19/08/2023	CHATGPT	MONTHLY SUBSCRIPTION	\$ 31.43
19/08/2023	INTERNATIONAL TRANSACTION FEE	BANK FEE	\$ 0.94
30/08/2023	AMPOL NEDLANDS	FUEL GN.001	\$ 89.34
30/08/2023	BANK FEES	BANK FEES	\$ 8.00
			\$ 3,744.99

11.7	AUGUST 2023 MONTHLY FINANCIAL STATEMENTS
Location:	Shire of Gnowangerup
Proponent:	N/A
Date of Report:	15 September 2023
Business Unit:	Corporate and Community Services
Officer:	Darren Long – Finance Consultant
Disclosure of Interest:	Nil

ATTACHMENTS

August Monthly Financial Statements for the period of 01/08/2023 to 31/08/2023 including:

- Statement of Financial Activity
- Report on Material Differences
- Comprehensive Income by Program and Nature & Type
- Statement of Cash Flows
- Current Assets and Liabilities

PURPOSE OF THE REPORT

For Council to receive the August Monthly Financial Statements for the period of 01/08/2023 to 31/08/2023.

BACKGROUND

Nil

COMMENTS

Regulation 34 of the *Local Government (Financial Management) Regulations 1996* requires a local government to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month.

CONSULTATION

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government (Financial Management) Regulations 1996

POLICY IMPLICATIONS

There are no Policy Implications at the time of writing this report.

FINANCIAL IMPLICATIONS

There are no Financial Implications at the time of writing this report.

STRATEGIC IMPLICATIONS

Strategic Community Plan

Theme: Our Organisation

Community Priority:

Forward planning and implementation of plans to achieve strategic priorities.

Action: Performance against commitments made.

STRATEGIC RISK MANAGEMENT CONSIDERATIONS:

Strategic Risk Category	Financial Sustainability
Consequence Rating	Catastrophic
Likelihood Rating	Unlikely
Acceptance Rating	Acceptable
Risk Acceptance Criteria	Risk Acceptable with adequate controls

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

The presentation of the Monthly Financial Statements is a legislative requirement that is presented as a standard item in the Ordinary Council Meeting (OCM) Agenda.

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION

That Council:

0923 Receives the Monthly Financial Statements for the month of August 2023.



MONTHLY FINANCIAL REPORT

31 AUGUST 2023

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SHIRE OF GNOWANGERUP
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDING 31 AUGUST 2023

	NOTES	2023-24 ANNUAL BUDGET	2023-24 YTD BUDGET	2023-24 YTD ACTUAL
EXPENDITURE (Excluding Finance Costs)		\$	\$	\$
General Purpose Funding		(106,180)	(13,833)	(8,036)
Governance		(925,093)	(173,178)	(101,301)
Law, Order, Public Safety		(631,378)	(106,390)	(43,998)
Health		(364,760)	(48,923)	(30,452)
Education and Welfare		(27,627)	(4,067)	(2,943)
Housing		(50,406)	(7,149)	(12,207)
Community Amenities		(676,045)	(114,158)	(54,138)
Recreation and Culture		(1,802,689)	(285,574)	(137,784)
Transport		(3,790,249)	(603,710)	(298,741)
Economic Services		(123,557)	(14,229)	(12,429)
Other Property and Services		(854,457)	(179,712)	(157,525)
		(9,352,441)	(1,550,922)	(859,554)
REVENUE				
General Purpose Funding		4,506,584	4,447,406	4,429,307
Governance		0	0	0
Law, Order, Public Safety		203,824	24,487	20,454
Health		960	100	0
Education and Welfare		11,200	1,866	0
Housing		96,758	16,119	14,613
Community Amenities		320,704	291,667	292,973
Recreation and Culture		17,320	920	255
Transport		185,513	0	64
Economic Services		12,820	401	393
Other Property & Services		87,250	16,383	(31,676)
		5,442,933	4,799,348	4,726,382
	<i>Increase(Decrease)</i>	(3,909,508)	3,248,426	3,866,828
FINANCE COSTS				
General Purpose Funding		0	0	0
Housing		(4,246)	0	0
Recreation & Culture		(8,939)	0	0
Other Property & Services		(215)	(36)	(46)
Total Finance Costs		(13,400)	(36)	(46)
NON-OPERATING REVENUE				
Housing		0	0	0
Community Amenities		0	0	0
Recreation & Culture		0	0	0
Transport		1,031,422	0	0
Economic Services		455,416	0	0
Other Property & Services		0	0	0
Total Non-Operating Revenue		1,486,838	0	0
PROFIT/(LOSS) ON SALE OF ASSETS				
Transport Profit		0	0	0
Transport Loss		0	0	0
Total Profit/(Loss)		0	0	0
NET RESULT		(2,436,070)	3,248,390	3,866,782
Other Comprehensive Income				
Changes on revaluation of non-current assets		0	0	0
Total Abnormal Items		0	0	0
TOTAL COMPREHENSIVE INCOME		(2,436,070)	3,248,390	3,866,782

SHIRE OF GNOWANGERUP
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE/TYPE
FOR THE PERIOD ENDING 31 AUGUST 2023

	2023-24 ANNUAL BUDGET	2023-24 YTD BUDGET	2023-24 YTD ACTUAL
Expenses			
Employee Costs	(3,390,327)	(505,829)	(456,145)
Materials & Contracts	(2,548,503)	(336,060)	(253,927)
Utility Charges	(188,600)	(29,514)	(22,364)
Depreciation on Non-Current Assets	(2,508,163)	(417,860)	0
Interest Expenses	(13,400)	(36)	(46)
Insurance Expenses	(314,654)	(202,194)	(121,362)
Other Expenditure	(402,194)	(59,466)	(5,756)
	(9,365,841)	(1,550,958)	(859,600)
Revenue			
Rates	4,615,429	4,615,429	4,572,134
Operating Grants, Subsidies and Contributions	382,907	23,772	40,871
Fees and Charges	329,982	148,850	101,072
Service Charges	0	0	0
Interest Earnings	48,790	2,822	6,337
Other Revenue	65,825	8,476	5,968
	5,442,933	4,799,348	4,726,382
	(3,922,908)	3,248,390	3,866,782
Non-Operating Grants, Subsidies & Contributions	1,486,838	0	0
Fair Value Adjustments to financial assets at fair value through profit/loss	0	0	0
Profit on Asset Disposals	0	0	0
Loss on Asset Disposals	0	0	0
	1,486,838	0	0
Net Result	(2,436,070)	3,248,390	3,866,782
Other Comprehensive Income			
Changes on revaluation of non-current assets	0	0	0
Total Other Comprehensive Income	0	0	0
TOTAL COMPREHENSIVE INCOME	(2,436,070)	3,248,390	3,866,782

SHIRE OF GNOWANGERUP
FINANCIAL ACTIVITY STATEMENT BY NATURE/TYPE
FOR THE PERIOD ENDING 31 AUGUST 2023

	2023-24 ANNUAL BUDGET	2023-24 YTD BUDGET (a)	2023-24 YTD ACTUAL (b)	MATERIAL \$ (b)-(a)	MATERIAL % (b)-(a)/(a)	VARIANCE
OPERATING REVENUE	\$	\$	\$			
Exgratia Rates & Specified Area Rates	219,505	219,505	171,437	(48,068)	(22%)	▼
Operating Grants, Subsidies and Contributions	382,907	23,772	40,871	17,100	72%	▲
Fees and Charges	329,982	148,850	101,072	(47,777)	(32%)	▼
Interest Earnings	48,790	2,822	6,337	Within Threshold	125%	
Other Revenue	65,825	8,476	5,968	Within Threshold	(30%)	
Profit on disposal of assets	0	0	0			
	1,047,009	403,424	325,685			
LESS OPERATING EXPENDITURE						
Employee Costs	(3,390,327)	(505,829)	(456,145)	49,685	Within Threshold	
Materials and Contracts	(2,548,503)	(336,060)	(253,927)	82,133	(24%)	
Utility Charges	(188,600)	(29,514)	(22,364)	Within Threshold	(24%)	
Depreciation on Non-Current Assets	(2,508,163)	(417,860)	0	417,860	(100%)	
Interest Expenses	(13,400)	(36)	(46)	Within Threshold	29%	
Insurance Expenses	(314,654)	(202,194)	(121,362)	80,831	(40%)	
Loss on disposal of assets	0	0	0	Within Threshold	0%	
Other Expenditure	(402,194)	(59,466)	(5,756)	53,709	(90%)	
	(9,365,841)	(1,550,958)	(859,600)			
<i>Increase(Decrease)</i>	(8,318,832)	(1,147,534)	(533,915)			
ITEMS EXCLUDED FROM OPERATIONS						
Movement in Employee Benefits (Non-current)	78,798	0	65	Within Threshold	0%	
Movement in Deferred Pensioners (Non-current)	0	0	0	Within Threshold	0%	
Movement in SS Loan (Non-current)	0	0	0	Within Threshold	0%	
Movement in LG House Unit Trust	0	0	0	Within Threshold	0%	
Loss on the disposal of assets	0	0	0	Within Threshold	0%	
(Profit) on the disposal of assets	0	0	0	Within Threshold	0%	
Depreciation Written Back	2,508,163	417,860	0	(417,860)	(100%)	▼
	2,586,961	417,860	65			
<i>Sub Total</i>	(5,731,871)	(729,674)	(533,851)			
INVESTING ACTIVITIES						
Purchase Buildings	(794,320)	(234,305)	(202,256)	32,049	(14%)	
Purchase Plant and Equipment	(1,533,000)	0	(80,287)	(80,287)	0%	
Purchase Furniture and Equipment	0	0	0	Within Threshold	0%	
Infrastructure Assets - Roads	(1,519,653)	0	(11,535)	(11,535)	0%	
Infrastructure Assets - Footpaths	0	0	0	Within Threshold	0%	
Infrastructure Assets - Aerodromes	0	0	0	Within Threshold	0%	
Infrastructure Assets - Drainage	0	0	0	Within Threshold	0%	
Infrastructure Assets - Sewerage	(20,000)	0	0	Within Threshold	0%	
Infrastructure Assets - Parks & Ovals	(70,000)	0	0	Within Threshold	0%	
Infrastructure Assets - Solid Waste	0	0	0	Within Threshold	0%	
Infrastructure Assets - Other	(187,270)	0	(539)	Within Threshold	0%	
Proceeds from Sale of Assets	364,000	0	57,136	57,136	0%	
Contributions for the Development of Assets	1,486,838	0	0	Within Threshold	0%	
	(2,273,405)	(234,305)	(237,480)			
Amount Attributable to Investing Activities						
FINANCING ACTIVITIES						
Repayment of Debt - Loan Principal	(95,949)	0	0	Within Threshold	0%	
Repayment of Debt - Finance Lease	(4,346)	(724)	(714)	Within Threshold	Within Threshold	
Self Supporting Loan Principal Income	14,817	0	0	Within Threshold	0%	
Transfer to Reserves	(352,000)	(1,000)	(2,612)	Within Threshold	(161%)	
Transfer from Reserves	666,000	0	0	Within Threshold	0%	
	228,522	(1,724)	(3,326)			
Plus Rounding						
<i>Sub Total</i>	(7,776,754)	(965,703)	(774,656)			
FUNDING FROM						
Loans Raised	0	0	0	Within Threshold	0%	
Estimated Opening Surplus at 1 July	3,380,830	3,380,830	3,507,285	126,455	Within Threshold	
Amount Raised from General Rates	4,395,924	4,395,924	4,400,697	Within Threshold	Within Threshold	
	7,776,754	7,776,754	7,907,982			
NET SURPLUS/(DEFICIT)	0	6,811,051	7,133,326			

SHIRE OF GNOWANGERUP
FINANCIAL ACTIVITY STATEMENT BY PROGRAM
FOR THE PERIOD ENDING 31 AUGUST 2023

	2023-24 ANNUAL BUDGET	2023-24 YTD BUDGET (a)	2023-24 YTD ACTUAL (b)	MATERIAL \$ (b)-(a)	MATERIAL % (b)-(a)/(a)	VARIANCE
OPERATING REVENUE	\$	\$	\$			
General Purpose Funding	110,660	51,482	28,610	(22,871)	(44%)	▼
Governance	0	0	0	Within Threshold	0%	
Law, Order Public Safety	203,824	24,487	20,454	Within Threshold	(16%)	
Health	960	100	0	Within Threshold	(100%)	
Education and Welfare	11,200	1,866	0	Within Threshold	(100%)	
Housing	96,758	16,119	14,613	Within Threshold	Within Threshold	
Community Amenities	320,704	291,667	292,973	Within Threshold	Within Threshold	
Recreation and Culture	17,320	920	255	Within Threshold	(72%)	
Transport	185,513	0	64	Within Threshold	0%	
Economic Services	12,820	401	393	Within Threshold	Within Threshold	
Other Property and Services	87,250	16,383	(31,676)	(48,059)	(293%)	▼
	1,047,009	403,424	325,685			
LESS OPERATING EXPENDITURE						
General Purpose Funding	(106,180)	(13,833)	(8,036)	Within Threshold	(42%)	
Governance	(925,093)	(173,178)	(101,301)	71,877	(42%)	
Law, Order, Public Safety	(631,378)	(106,390)	(43,998)	62,392	(59%)	
Health	(364,760)	(48,923)	(30,452)	18,470	(38%)	
Education and Welfare	(27,627)	(4,067)	(2,943)	Within Threshold	(28%)	
Housing	(54,652)	(7,149)	(12,207)	Within Threshold	71%	
Community Amenities	(676,045)	(114,158)	(54,138)	60,020	(53%)	
Recreation and Culture	(1,811,628)	(285,574)	(137,784)	147,790	(52%)	
Transport	(3,790,249)	(603,710)	(298,741)	304,969	(51%)	
Economic Services	(123,557)	(14,229)	(12,429)	Within Threshold	(13%)	
Other Property & Services	(854,672)	(179,747)	(157,571)	22,176	(12%)	
	(9,365,841)	(1,550,958)	(859,600)			
<i>Increase(Decrease)</i>	(8,318,832)	(1,147,534)	(533,915)			
ITEMS EXCLUDED FROM OPERATIONS						
Movement in Employee Benefits (Non-current)	78,798	0	65	Within Threshold	0%	
Loss on the disposal of assets	0	0	0	Within Threshold	0%	
(Profit) on the disposal of assets	0	0	0	Within Threshold	0%	
Depreciation Written Back	2,508,163	417,860	0	(417,860)	(100%)	▼
	2,586,961	417,860	65			
<i>Sub Total</i>	(5,731,871)	(729,674)	(533,851)			
INVESTING ACTIVITIES						
Purchase Buildings	(794,320)	(234,305)	(202,256)	32,049	(14%)	
Purchase Plant and Equipment	(1,533,000)	0	(80,287)	(80,287)	0%	
Infrastructure Assets - Roads	(1,519,653)	0	(11,535)	(11,535)	0%	
Infrastructure Assets - Sewerage	(20,000)	0	0	Within Threshold	0%	
Infrastructure Assets - Parks & Ovals	(70,000)	0	0	Within Threshold	0%	
Infrastructure Assets - Other	(187,270)	0	(539)	Within Threshold	0%	
Proceeds from Sale of Assets	364,000	0	57,136	57,136	0%	
Contributions for the Development of Assets	1,486,838	0	0	Within Threshold	0%	
Amount Attributable to Investing Activities	(2,273,405)	(234,305)	(237,480)			
FINANCING ACTIVITIES						
Repayment of Debt - Loan Principal	(95,949)	0	0	Within Threshold	0%	
Repayment of Debt - Finance Lease	(4,346)	(724)	(714)	Within Threshold	Within Threshold	
Self Supporting Loan Principal Income	14,817	0	0	Within Threshold	0%	
Transfer to Reserves	(352,000)	(1,000)	(2,612)	Within Threshold	161%	
Transfer from Reserves	666,000	0	0	Within Threshold	0%	
	228,522	(1,724)	(3,326)			
Plus Rounding						
<i>Sub Total</i>	(7,776,754)	(965,703)	(774,656)			
FUNDING FROM						
Loans Raised	0	0	0	Within Threshold	0%	
Estimated Opening Surplus at 1 July	3,380,830	3,380,830	3,507,285	126,455	Within Threshold	
Amount Raised from General Rates	4,395,924	4,395,924	4,400,697	Within Threshold	Within Threshold	
	7,776,754	7,776,754	7,907,982			
NET SURPLUS/(DEFICIT)	0	6,811,051	7,133,326			

SHIRE OF GNOWANGERUP
SUMMARY OF CURRENT ASSETS AND LIABILITIES
FOR THE PERIOD ENDING 31 AUGUST 2023

	ACTUAL YTD	ACTUAL 30 JUNE 2023
Cash - Unrestricted	2,614,974	3,711,337
Cash - Restricted Reserves	2,672,081	2,723,218
Accounts Receivable - Rates	4,933,534	294,988
Accounts Receivable - Sundry	64,623	103,883
GST Receivable	0	105,735
Inventories	52,402	29,144
Loans - Clubs	14,817	14,817
CURRENT ASSETS	10,352,430	6,983,122
LESS: CURRENT LIABILITIES		
Payables	(176,862)	(377,251)
ATO Liabilities	(21,031)	(79,983)
Contract Liabilities	(48,343)	(48,343)
Employee Provisions	(283,850)	(283,850)
Accrued Interest on Loans	(2,124)	(2,124)
Interest Bearing Loans	(95,950)	(95,949)
Lease Liabilities	(3,631)	(4,345)
CURRENT LIABILITIES	(631,790)	(891,845)
EXCLUSIONS		
Cash - Restricted Reserves	(2,672,081)	(2,669,469)
Interest Bearing Loans	95,950	95,949
Lease Liabilities	3,631	4,345
Less Self Supporting Loans	(14,817)	(14,817)
	(2,587,317)	(2,583,992)
Rounding	3	0
NET CURRENT POSITION - SURPLUS/(DEFICIT)	7,133,326	3,507,285

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

EXPLANATION OF MATERIAL VARIANCES

The Local Government (Financial Management) Regulation 34 (2) (b) requires 'an explanation of each of the material variances' identified within the Rate Setting Statement (from the adopted Budget) for each month's financial statements. The information contained within the 'Statement of Financial Activity' on page 3 of these financial statements contains all of the information provided within the 'Rate Setting Statement' and therefore any material variances on this page will be reported below.

The Local Government (Financial Management) Regulation 34 (5) states that "Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS5, to be used in statements of financial activity for reporting material variances.

For the Shire of Gnowangerup, material variances are to be reported when exceeding 10%, and a minimum of \$10,000.

REPORTING AREA	YTD BUDGET	YTD ACTUAL	VARIANCE \$	VARIANCE %	TIMING / PERMANENT	EXPLANATION
Operating Revenue						
Exgratia Rates & Specified Area Rates	219,505	171,437	(48,068)	-22%	TIMING	Ex-gratia rates not yet issued to CBH.
Operating Grants & Contributions	23,772	40,871	17,100	72%	PERMANENT/ TIMING	Increase in General Purpose Grant of \$21k and SES ESL Grant of \$2k. Bushfire Brigade ESL grant under budget by \$6k for reporting period.
Fees & Charges	148,850	101,072	(47,777)	-32%	PERMANENT/ TIMING	Increase in refuse collection charges of \$11k. Asbestos disposal charges under budget by \$13k and private works income fees under budget \$41k due to credit note to cancel invoice from last year raised in error.
Interest Earnings	2,822	6,337	Within Threshold	125%	TIMING	Increase in interest earned due to higher surplus funds available for investments and higher interest rates.

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

EXPLANATION OF MATERIAL VARIANCES

The Local Government (Financial Management) Regulation 34 (2) (b) requires 'an explanation of each of the material variances' identified within the Rate Setting Statement (from the adopted Budget) for each months financial statements. The information contained within the 'Statement of Financial Activity' on page 3 of these financial statements contains all of the information provided within the 'Rate Setting Statement' and therefore any material variances on this page will be reported below.

The Local Government (Financial Management) Regulation 34 (5) states that "Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS5, to be used in statements of financial activity for reporting material variances.

For the Shire of Gnowangerup, material variances are to be reported when exceeding 10%, and a minimum of \$10,000.

REPORTING AREA	YTD BUDGET	YTD ACTUAL	VARIANCE \$	VARIANCE %	TIMING / PERMANENT	EXPLANATION
Operating Expenses						
Employee Costs	(505,829)	(456,145)	49,685	Within Threshold	PERMANENT/ TIMING	Decrease in Employee costs of \$49k due to unfilled vacant positions (budgeted for) .
Materials & Contracts	(336,060)	(253,927)	82,133	-24%	PERMANENT/ TIMING	Fair value expenses under budget by \$22k, Road maintenance expenses under budget by \$8k, Fuels and oils expenses under budget by \$33k, IT support expenses under budget by \$11k, Work Health and Safety expenses under budget by \$12k.
Depreciation on Non-Current Assets	(417,860)	0	417,860	-100%	TIMING	Depreciation unable to be raised until audit is complete.
Other Expenses	(59,466)	(5,756)	53,709	-90%	TIMING	Conference expenses under budget by \$15k, Donations and grants under budget by \$22k, Strategy and Governance admin allocations under budget by \$32k. Housing reallocations over budget by \$16k.
Investing Activities						
Purchase Buildings	(234,305)	(202,256)	32,049	-14%	TIMING	Gnowangerup chalet construction expenses under budget by \$32k for reporting period.
Purchase Plant and Equipment	0	(80,287)	(80,287)	0%	TIMING	Utility replacement GN0016 and vehicle replacement GN002 not carried forward into 2023-2024 budget.
Infrastructure Assets - Roads	0	(11,535)	(11,535)	0%	TIMING	LRCI road project commenced earlier than anticipated.
Infrastructure Assets - Other	0	(539)	Within Threshold	0%	TIMING	Within threshold.
Proceeds from Sale of Assets	0	57,136	57,136	0%	TIMING	Trade-in for GN0016 and GN002 not included in budget.

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

EXPLANATION OF MATERIAL VARIANCES

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For the Shire of Gnowangerup, material variances are to be reported when exceeding 10%, and a minimum of \$10,000.

REPORTING AREA	YTD BUDGET	YTD ACTUAL	VARIANCE \$	VARIANCE %	TIMING / PERMANENT	EXPLANATION
<u>Financing Activities</u>						
Repayment of Debt - Finance Lease	(724)	(714)	Within Threshold	Within Threshold	TIMING	Within threshold.
Transfer to Reserves	(1,000)	(2,612)	Within Threshold	-161%	TIMING	Interest earned on Reserve accounts transferred to Reserve.
<u>Surplus</u>						
Surplus Carried Forward	3,380,830	3,507,285	126,455	Within Threshold	PERMANENT	Year end adjustments resulted in higher surplus.

SHIRE OF GNOWANGERUP
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDING 31 AUGUST 2023

	Note	2022-23 ACTUAL \$	2023-24 ACTUAL \$	Variance \$
Current assets				
Unrestricted Cash & Cash Equivalents		3,748,041	2,614,974	-1,133,067
Restricted Cash & Cash Equivalents		2,669,469	2,672,081	2,612
Trade and other receivables		424,624	4,998,157	4,573,533
Inventories		29,144	52,402	23,258
Other assets		14,817	14,817	0
Total current assets		6,886,095	10,352,431	3,466,336
Non-current assets				
Trade and other receivables		124,579	124,579	-0
Self Supporting Loans		37,843	37,843	0
Other Financial Assets - WALGA Unit Trust		81,490	81,490	0
Land		1,101,537	1,101,537	0
Buildings		28,391,504	28,593,760	202,256
Plant & Equipment		3,819,363	3,842,513	23,150
Furniture & Equipment		48,486	48,486	-0
Infrastructure Assets - Roads		79,405,082	79,416,617	11,535
Infrastructure Assets - Footpaths		669,280	669,280	-0
Infrastructure Assets - Drainage		3,347,364	3,347,364	0
Infrastructure Assets - Parks & Ovals		5,407,932	5,407,932	0
Infrastructure Assets - Other		934,761	935,300	539
Infrastructure Assets - Sewerage		215,434	215,434	0
Infrastructure Assets - Airport		3,085,303	3,085,303	0
Infrastructure Assets - Solid Waste		299,310	299,310	-0
Right of Use Assets		3,095	3,095	-0
Total non-current assets		126,972,362	127,209,842	237,480
Total assets		133,858,457	137,562,273	3,703,816
Current liabilities				
Trade and other payables		362,275	199,959	162,316
Contract Liabilities		48,343	48,343	0
Interest-bearing loans and borrowings		95,950	95,950	0
Bonds and Deposits		58	58	0
Finance Lease Liability		4,345	3,631	714
Provisions		283,850	283,850	0
Total current liabilities		794,821	631,790	163,030
Non-current liabilities				
Interest-bearing loans and borrowings		423,639	423,639	0
Finance Lease Liability		4,855	4,855	0
Provisions		23,765	23,765	0
Total non-current liabilities		452,259	452,259	0
Total liabilities		1,247,080	1,084,049	163,031
Net assets		132,611,377	136,478,224	3,866,847
Equity				
Retained surplus		47,323,327	47,320,780	-2,547
Net Result		0	3,866,782	3,866,782
Reserve - asset revaluation		82,618,581	82,618,581	0
Reserve - Cash backed		2,669,469	2,672,081	2,612
Total equity		132,611,377	136,478,224	3,866,847

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

**SHIRE OF GNOWANGERUP
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDING 31 AUGUST 2023**

	2022-23 ACTUAL \$	2023-24 BUDGET \$	2023-24 ACTUAL \$
Cash Flows from operating activities			
Payments			
Employee Costs	(2,428,203)	(3,311,529)	(499,708)
Materials & Contracts	(2,054,009)	(2,548,506)	(531,232)
Utilities (gas, electricity, water, etc)	(161,712)	(188,600)	(22,364)
Insurance	(290,125)	(13,400)	(121,362)
Interest Expense	(16,863)	(314,654)	(46)
Goods and Services Tax Paid	(20,666)	0	0
Other Expenses	(278,301)	(402,194)	(5,756)
	(5,249,879)	(6,778,883)	(1,180,468)
Receipts			
Rates	4,309,268	4,615,429	88,634
Operating Grants & Subsidies	2,737,870	382,907	17,810
Fees and Charges	402,912	329,982	(2,495)
Interest Earnings	139,556	48,790	6,337
Goods and Services Tax	0	0	38,073
Other	898,856	65,828	139,848
	8,488,462	5,442,936	288,207
Net Cash flows from Operating Activities	3,238,583	(1,335,947)	(892,261)
Cash flows from investing activities			
Payments			
Purchase of Buildings	(277,992)	(794,320)	(202,256)
Purchase Plant and Equipment	(220,941)	(1,533,000)	(80,286)
Purchase Furniture and Equipment	0	0	0
Purchase Road Infrastructure Assets	(2,147,409)	(1,519,653)	(11,535)
Purchase Aerodrome Assets	(302,827)	0	0
Purchase Sewerage Assets	0	(20,000)	0
Purchase Parks & Ovals Assets	(43,500)	(70,000)	0
Purchase Infrastructure Other Assets	(88,116)	(187,270)	(539)
Receipts			
Proceeds from Sale of Assets	115,601	364,000	57,136
Non-Operating grants used for Development of Assets	1,159,462	1,438,495	0
	(1,809,940)	(2,321,748)	(237,480)
Cash flows from financing activities			
Repayment of Debentures	(105,242)	(95,949)	0
Repayment of Finance Leases	(4,218)	(4,346)	(714)
Revenue from Self Supporting Loans	7,341	14,817	0
Proceeds from New Finance Leases	0	0	0
Proceeds from New Debentures	0	0	0
Net cash flows from financing activities	(102,119)	(85,478)	(714)
Net increase/(decrease) in cash held	1,326,523	(3,743,173)	(1,130,455)
Cash at the Beginning of Reporting Period	5,090,991	6,536,066	6,417,510
Cash at the End of Reporting Period	6,417,514	2,792,893	5,287,055

**SHIRE OF GNOWANGERUP
STATEMENT OF CASH FLOWS
FOR THE PERIOD ENDING 31 AUGUST 2023**

	2022-23	2023-24	2023-24
	ACTUAL	BUDGET	ACTUAL
	\$	\$	\$
RECONCILIATION OF CASH			
Cash at Bank - Unrestricted	3,747,141	436,524	2,614,074
Cash at Bank Reserves - Restricted	2,669,469	2,355,469	2,672,081
Cash on Hand	900	900	900
TOTAL CASH	6,417,510	2,792,893	5,287,055
RECONCILIATION OF NET CASH USED IN OPERATING ACTIVITIES TO OPERATING RESULT			
Net Result (As per Comprehensive Income Statement)	1,665,287	(2,436,070)	3,866,782
Add back Depreciation	2,491,950	2,508,163	0
(Gain)/Loss on Disposal of Assets	(15,039)	0	0
Less: Movement in contract liabilities	0	(48,343)	0
Less: Movement in Local Government House Unit Trust	(3,686)	0	0
Less: Self Supporting Loan Principal Reimbursements	0	0	0
Less: Contributions for the Development of Assets	(1,589,170)	(1,438,495)	0
Changes in Assets and Liabilities			
(Increase)/Decrease in Inventory	34,644	0	(23,259)
(Increase)/Decrease in Receivables	739,667	0	(4,573,468)
Increase/(Decrease) in Accounts Payable	(30,120)	0	(162,316)
Increase/(Decrease) in Prepayments	0	0	0
Increase/(Decrease) in Employee Provisions	(54,950)	78,798	0
Increase/(Decrease) in Accrued Expenses	0	0	0
Rounding	0	0	0
NET CASH FROM/(USED) IN OPERATING ACTIVITIES	3,238,583	(1,335,947)	(892,261)

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

CAPITAL EXPENDITURE PROGRAM

COA	Description	Resp. Officer	Asset Class	Asset Invest. Type	2023/2024 Adopted Budget	2023/2024 YTD Actuals	% of Annual Budget
Law Order & Public Safety							
05044	Ongerup Fire Station Capital - Siteworks	MOW	L&B	Upgrade	5,000	0	0%
07064	Emergency Services Storage - Shipping Container	MOW	L&B	Upgrade	7,500	0	0%
					12,500	0	
Health							
14024	32 McDonald Street - External Painting	MOW	L&B	Renewal	20,000	0	0%
14044	Doctors Vehicle Replacement	MOW	P&E	Renewal	55,000	0	0%
					75,000	0	
Housing							
23064	Quinn St Precinct - Western Power appraisal & business case	DCEO	L&B	New	65,000	0	0%
23094	25 McDonald Street - External paint	MOW	L&B	Renewal	20,000	0	0%
58004	2 Cecil Street - Bathrom renovation & external paint	MOW	L&B	Renewal	35,000	0	0%
					120,000	0	
Community Amenities							
26014	Ongerup Effluent Scheme - Install sub soil drain to pond outlet	MOW	Sewer	Upgrade	20,000	0	0%
					20,000	0	
Recreation & Culture							
32004	Swimming Pool - Solid Shade Shelters	MOW	L&B	Upgrade	15,000	0	0%
31024	Gnowangerup Town Hall - Paint front fascia	MOW	L&B	Renewal	20,000	0	0%
31014	Ongerup Town hall - Renovation of windows	MOW	L&B	Renewal	15,000	0	0%
33414	Borden Pavilion - Floor and stairs to stage	MOW	L&B	Renewal	25,000	0	0%
33604	Ongerup Sports Pavilion - Disabled Toilet	MOW	L&B	Upgrade	50,000	0	0%
33154	Weir Park - Retaining wall replacement for softfall	MOW	Parks	Renewal	10,000	0	0%
33174	Nobarach Park - Replace softfall	MOW	Parks	Renewal	60,000	0	0%
CPK01	Ongerup Sports Complex Car Park - Seal	MOW	Other	Renewal	45,000	539	1%
					240,000	539	
Transport							
39004	Gnowangerup Depot - Concreting of Sign Shed floor	MOW	L&B	Upgrade	19,200	0	0%
40634	Grader Replacement - GN0021	MOW	P&E	Renewal	420,000	0	0%
40364	Construction Tip Truck Replacement - GN007	MOW	P&E	Renewal	65,000	0	0%
40544	Tip Truck Replacement - GN0014	MOW	P&E	Renewal	262,000	0	0%
40554	Tip Truck Replacement - GN0044	MOW	P&E	Renewal	262,000	0	0%
40294	Vibrating Roller Replacement - GN051	MOW	P&E	Renewal	190,000	0	0%
40084	Utility Replacement - GN010	MOW	P&E	Renewal	45,000	0	0%
40354	Utility Replacement - GN010	MOW	P&E	Renewal	40,000	0	0%
40174	Utility Replacement - GN010	MOW	P&E	Renewal	38,000	0	0%
40034	Utility Replacement - GN010	MOW	P&E	Renewal	38,000	0	0%
40584	Utility Replacement - GN010	MOW	P&E	Renewal	35,000	0	0%
40674	Radio Equipment Depot Link Replacement	MOW	P&E	Renewal	15,000	0	0%
40694	Portable Toilet	MOW	P&E	New	8,000	0	0%
40374	Utility Replacement - GN0016	MOW	P&E	Renewal	0	43,747	0%
40164	Poo Vehicle Replacement - GN002	MOW	P&E	Renewal	0	36,539	0%
RR040	Corackerup Road - Roads to Recovery	MOW	Road	Renewal	107,678	0	0%
RR060	Jones Road - Roads to Recovery	MOW	Road	Renewal	106,092	0	0%
RR066	O'Neill Road - Roads to Recovery	MOW	Road	Renewal	92,012	0	0%
RR103	Pinnacle Road - Roads to Recovery	MOW	Road	Renewal	87,109	0	0%
RG001	Kwobrup Road - Regional Road Group	MOW	Road	Upgrade	637,921	0	0%
RG044	Buncle Street - Regional Road Group	MOW	Road	Upgrade	16,176	0	0%
RS001	Kwobrup Road - Seal	MOW	Road	Upgrade	145,513	0	0%
RS007	Chillinup Road - Reseal	MOW	Road	Upgrade	88,650	0	0%
RS019	Corbett Street - Seal	MOW	Road	Renewal	34,913	0	0%
RS033	Walsh Street - Seal	MOW	Road	Renewal	7,500	0	0%
RS035	Eldridge Street - Investigation and design for reconstruction	MOW	Road	Renewal	8,600	0	0%
GS079	Clear Hills Road - Gravel Sheet	MOW	Road	Renewal	95,003	0	0%
GS131	Moore's Dam Road - Gravel Sheet	MOW	Road	Renewal	92,486	0	0%
38204	LRCI Project	MOW	Road	Renewal	0	11,535	0%
38604	Park Road Footbridge Replacement	MOW	Other	Renewal	80,000	0	0%
					3,036,853	91,822	

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

CAPITAL EXPENDITURE PROGRAM

COA	Description	Resp. Officer	Asset Class	Asset Invest. Type	2023/2024 Adopted Budget	2023/2024 YTD Actuals	% of Annual Budget
Economic Services							
46004	Gnowangerup Caravan Park - Chalet Construction and fit-out	MOW	L&B	New	497,620	202,256	41%
51114	Stutley Dam - Water Tank and pump and earthworks	MOW	Other	New	62,270	0	0%
					559,890	202,256	
Other Property & Services							
40154	Replacement Vehicle GN001	MOW	P&E	Upgrade	60,000	0	0%
					60,000	0	
	Total Capital Expenditure				4,124,243	294,616	

SUMMARIES:			
Land & Buildings	794,320	202,256	25.5%
Plant & Equipment	1,533,000	80,287	5.2%
Infrastructure - Roads	1,519,653	11,535	0.8%
Infrastructure - Sewer	20,000	0	0.0%
Infrastructure - Parks & Ovals	70,000	0	0.0%
Infrastructure - Other	187,270	539	0.3%
	4,124,243	294,616	7.1%
At No Cost	0	0	0.0%
Asset Renewal	2,426,393	92,361	3.8%
New Asset	632,890	202,256	32.0%
Upgrading Asset	1,064,960	0	0.0%
	4,124,243	294,616	7.1%
Deputy Chief Executive Officer	65,000	0	0.0%
Manager of Works	4,059,243	294,616	7.3%
	0	0	0.0%
	4,124,243	294,616	7.1%

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

RESERVES - CASH BACKED	2024 Actual Opening Balance	2024 Actual Transfer to	2024 Actual Transfer (from)	2024 Actual Closing Balance	2024 Budget Opening Balance	2024 Budget Transfer to	2024 Budget Transfer (from)	2024 Budget Closing Balance
Leave	218,564	214	0	218,778	218,564	50,491	0	269,055
Plant & equipment	915,994	896	0	916,890	915,994	152,059	(566,000)	502,053
Ongerup effluent	68,859	67	0	68,926	68,859	10,155	0	79,014
Area Promotion	31,549	31	0	31,580	31,548	71	0	31,619
Aerodrome	91,059	89	0	91,148	91,059	205	0	91,264
Swimming Pool	416,490	408	0	416,898	416,490	56,936	0	473,426
Land Development	274,948	269	0	275,217	274,948	618	0	275,566
Computer Replacement	89,950	88	0	90,038	89,950	30,202	0	120,152
Waste Disposal	258,202	253	0	258,455	258,202	580	0	258,782
Future Funds	211,378	207	0	211,585	211,378	475	(100,000)	111,853
Liquid Waste Facility	32,757	32	0	32,789	32,757	74	0	32,831
COVID-19	9,715	10	0	9,725	9,715	22	0	9,737
Disaster Recovery Reserve	50,054	49	0	50,103	50,005	50,112	0	100,117
	2,669,519	2,613	0	2,672,132	2,669,469	352,000	(666,000)	2,355,469

**SHIRE OF GNOWANGERUP
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 AUGUST 2023**

LOAN REPAYMENTS	Loan Number	2024 Actual	2024 New	2024 New	2024 Actual	2024 Actual	2024 Budget	2024 Budget	2024 Budget	2024 Budget	2024 Budget
		Principal 1 July 2023	New Loans	Principal Repayments	Interest Repayments	Principal Outstanding	Principal 1 July 2023	New Loans	Principal Repayments	Interest Repayments	Principal Outstanding
		\$		\$	\$	\$		\$	\$	\$	\$
Housing											
Staff Housing	281	289,157	0	0	0	289,157	259,124	0	(39,455)	(4,246)	219,669
Recreation and culture											
Gnowangerup Community Centre	273	69,692	0	0	0	69,692	69,694	0	(21,832)	(3,975)	47,862
Gnowangerup Synthetic Surface	279	108,080	0	0	0	108,080	108,078	0	(19,845)	(4,364)	88,233
Ongerup Bowls Club	283	52,659	0	0	0	52,659	52,659	0	(14,817)	(600)	37,842
		519,588	0	0	0	519,588	489,555	0	(95,949)	(13,185)	393,606

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
Proceeds Sale of Assets					
40095	Sale of DCEO Vehicle GN001	\$0	\$0	(\$25,000)	\$0
40345	Sale of Pool Vehicle GN002	\$0	(\$23,500)	\$0	\$0
40115	Sale of Doctor Vehicle GN006	\$0	\$0	(\$25,000)	\$0
40385	Sale of Tip Truck GN.0014	\$0	\$0	(\$55,000)	\$0
40395	Sale of Tip Truck GN.0044	\$0	\$0	(\$55,000)	\$0
40285	Sale of Tip Truck (GN.007)	\$0	\$0	(\$20,000)	\$0
40294	Sale of Vibrating Roller GN051	\$0	\$0	(\$45,000)	\$0
40145	Sale of Utility (GN0028)	\$0	\$0	(\$20,000)	\$0
40275	Sale of Utility GN.010	\$0	\$0	(\$20,000)	\$0
40025	Sale of Utility GN.003	\$0	\$0	(\$17,000)	\$0
40085	Sale of Utility GN.0016	\$0	(\$33,636)	\$0	\$0
40035	Sale of Utility GN.0046	\$0	\$0	(\$20,000)	\$0
40555	Sale of Utility - GN372	\$0	\$0	(\$22,000)	\$0
40565	Sale of Grader GN.0021	\$0	\$0	(\$40,000)	\$0
PROCEEDS FROM SALE OF ASSETS		\$0	(\$57,136)	(\$364,000)	\$0
Written Down Value					
	Written Down Value - Works Plant	\$0	\$0	\$0	\$364,000
Sub Total - WDV ON DISPOSAL OF ASSET		\$0	\$0	\$0	\$364,000
Total - GAIN/LOSS ON DISPOSAL OF ASSET		\$0	(\$57,136)	(\$364,000)	\$364,000
Total - OPERATING STATEMENT		\$0	(\$57,136)	(\$364,000)	\$364,000

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
RATES					
OPERATING EXPENDITURE					
01012	Administration Activity Costs	\$8,851	\$7,251	\$0	\$53,130
01032	Notice Printing & Stationary	\$4,000	\$0	\$0	\$4,000
01042	Advertising & Promotion	\$0	\$0	\$0	\$1,000
01052	Collection Costs	\$0	\$0	\$0	\$5,000
01062	Valuation Charges	\$104	\$74	\$0	\$36,000
01072	Search Costs	\$33	\$0	\$0	\$500
01082	Rates Written Off	\$0	\$1	\$0	\$50
Sub Total - GENERAL RATES OP EXP		\$12,988	\$7,326	\$0	\$99,680
OPERATING INCOME					
01003	Rates Income	(\$4,395,924)	(\$4,400,697)	(\$4,395,924)	\$0
01013	Ex Gratia Rates Contribution	(\$47,470)	\$0	(\$47,470)	\$0
01053	Admin Fee Rate Instalments	\$0	(\$30)	(\$4,000)	\$0
01043	Interest On Rates Instalments	(\$312)	(\$18)	(\$10,390)	\$0
01033	Non Payment Penalty	(\$1,050)	(\$3,232)	(\$15,000)	\$0
01023	Pensioner Deferred Rate Interest	\$0	\$0	(\$800)	\$0
01063	Rate Enquiries	(\$1,190)	(\$525)	(\$7,000)	\$0
01073	ESL Administration Fees	\$0	\$0	(\$4,000)	\$0
01083	Back Rates Raised	\$0	\$0	\$0	\$0
01113	Specified Area Rate - Gnp	\$0	\$0	\$0	\$0
01143	Specified Area Rate - Borden	\$0	\$0	\$0	\$0
Sub Total - GENERAL RATES OP INC		(\$4,445,946)	(\$4,404,502)	(\$4,484,584)	\$0
Total - GENERAL RATES		(\$4,432,958)	(\$4,397,176)	(\$4,484,584)	\$99,680
OTHER GENERAL PURPOSE FUNDING					
OPERATING EXPENDITURE					
02042	Bank Fees	\$845	\$710	\$0	\$6,500
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/EXP		\$845	\$710	\$0	\$6,500
OPERATING INCOME					
02003	WA Local Govt Grants Commission - General Purpose	\$0	\$0	\$0	\$0
02013	WA Local Govt Grants Commission - Untied Roads Grant	\$0	(\$21,718)	\$0	\$0
02033	Interest on Investments	(\$1,280)	(\$475)	(\$16,000)	\$0
02043	Interest on Reserve Fund	(\$180)	(\$2,612)	(\$6,000)	\$0
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/INC		(\$1,460)	(\$24,805)	(\$22,000)	\$0
Total - OTHER GENERAL PURPOSE FUNDING		(\$615)	(\$24,096)	(\$22,000)	\$6,500
Total - GENERAL PURPOSE FUNDING		(\$4,433,573)	(\$4,421,272)	(\$4,506,584)	\$106,180

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
Budget Actual

ADOPTED BUDGET
2023-24
Income Expenditure

		YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
MEMBERS OF COUNCIL					
OPERATING EXPENDITURE					
03002	Strategy & Governance Unit Costs	\$5,890	\$3,120	\$0	\$35,352
03032	Members Travelling	\$333	\$0	\$0	\$6,650
03042	Conference Expenses	\$15,000	\$0	\$0	\$27,000
03052	Election Expenses	\$979	\$388	\$0	\$28,374
03062	Members Allowances	\$0	\$0	\$0	\$98,265
03072	Telecommunication Allowance	\$0	\$0	\$0	\$5,742
03082	Refreshments & Receptions	\$950	\$1,254	\$0	\$27,000
03102	Members Insurance	\$7,518	\$4,827	\$0	\$9,552
03112	Consultants Expenses	\$0	\$0	\$0	\$6,500
03122	Subscriptions	\$19,288	\$18,738	\$0	\$20,358
03132	Other Member Related Costs	\$75	\$0	\$0	\$1,500
03142	Donations & Grants	\$28,000	\$5,045	\$0	\$69,142
03152	Publications & Legislation	\$0	\$0	\$0	\$500
03162	Training Programs	\$0	\$0	\$0	\$10,000
03172	Project/Development Funds	\$1,200	\$0	\$0	\$8,000
03202	Administration Activity Costs	\$15,332	\$8,039	\$0	\$92,027
Sub Total - MEMBERS OF COUNCIL OP/EXP		\$94,563	\$41,411	\$0	\$445,962
OPERATING INCOME					
03003	Reimbursements	\$0	\$0	\$0	\$0
Sub Total - MEMBERS OF COUNCIL OP/INC		\$0	\$0	\$0	\$0
Total - MEMBERS OF COUNCIL		\$94,563	\$41,411	\$0	\$445,962
GOVERNANCE					
OPERATING EXPENDITURE					
04002	Strategy & Governance Costs	\$61,639	\$26,884	\$0	\$369,982
04032	Public Relations	\$680	\$0	\$0	\$8,000
04042	Shire Website	\$10,825	\$7,313	\$0	\$11,683
04052	Civic Receptions & Events	\$2,555	\$48	\$0	\$19,016
04062	Refreshments	\$180	\$51	\$0	\$2,000
04072	Minor Furniture & Equipment	\$300	\$0	\$0	\$2,000
04082	Legal Costs	\$1,666	\$0	\$0	\$10,000
04092	Audit Fees	\$0	\$0	\$0	\$45,450
04102	Advertising	\$700	\$380	\$0	\$10,000
04112	Minor Admin Expenses	\$70	\$2,398	\$0	\$1,000
Sub Total - GOVERNANCE - GENERAL OP/EXP		\$78,615	\$59,890	\$0	\$479,131
OPERATING INCOME					
04023	Grants Revenue	\$0	\$0	\$0	\$0
Sub Total - GOVERNANCE - GENERAL OP/INC		\$0	\$0	\$0	\$0
Total - GOVERNANCE - GENERAL		\$78,615	\$59,890	\$0	\$479,131
Total - GOVERNANCE		\$173,178	\$101,301	\$0	\$925,093

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
 Income Expenditure

LAW, ORDER AND PUBLIC SAFETY

FIRE PREVENTION

OPERATING EXPENDITURE

05032	Bushfire Insurance	\$39,015	\$19,154	\$0	\$39,150
05042	Advertising/Printing/Other Expenses	\$0	\$0	\$0	\$3,900
05062	Fire Vehicles - Operations	\$4,000	\$301	\$0	\$8,000
05092	Bushfire Depreciation	\$14,569	\$0	\$0	\$87,450
05102	Minor Plant & Equipment	\$0	\$0	\$0	\$200
05122	Base Operators Allowance	\$0	\$0	\$0	\$800
05152	Other Expenses	\$0	\$835	\$0	\$1,500
05162	Hazard Reductions/Mitigation Activity Expenses	\$0	\$0	\$0	\$26,000
05182	Gnp BFB Expenses	\$162	\$0	\$0	\$8,083
05192	Borden BFB Expenses	\$162	\$21	\$0	\$8,084
05202	Ongerup BFB Expenses	\$162	\$21	\$0	\$8,083
05212	Fire Break Inspection Costs	\$0	\$0	\$0	\$3,500
05222	Fire Fighting Expenses	\$0	\$0	\$0	\$1,925

Sub Total - FIRE PREVENTION OP/EXP

\$58,069 \$20,332 \$0 \$196,675

OPERATING INCOME

05003	DFES BFB Grant	(\$16,352)	(\$10,276)	(\$65,406)	\$0
05013	Other Grant Revenue	\$0	\$0	(\$26,000)	\$0
05023	Fines & Penalties	(\$375)	(\$200)	(\$1,500)	\$0

Sub Total - FIRE PREVENTION OP/INC

(\$16,727) (\$10,476) (\$92,906) \$0

Total - FIRE PREVENTION

\$41,343 \$9,856 (\$92,906) \$196,675

ANIMAL CONTROL

OPERATING EXPENDITURE

06032	Ranger Services Expenses	\$8,163	\$5,670	\$0	\$48,995
06042	Other Animal Control Expenses	\$555	\$0	\$0	\$3,330
06072	Admin Allocations	\$8,715	\$7,385	\$0	\$52,313
06092	Animal Welfare in Emergencies	\$0	\$0	\$0	\$0

Sub Total - ANIMAL CONTROL OP/EXP

\$17,433 \$13,055 \$0 \$104,638

OPERATING INCOME

06003	Fines & Penalties	\$0	(\$641)	(\$1,000)	\$0
06013	Dog Registration Fees	(\$1,260)	(\$460)	(\$4,500)	\$0
06023	Dog Pound Fees	\$0	\$0	(\$250)	\$0

Sub Total - ANIMAL CONTROL OP/INC

(\$1,260) (\$1,101) (\$5,750) \$0

Total - ANIMAL CONTROL

\$16,173 \$11,954 (\$5,750) \$104,638

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
OTHER LAW ORDER & PUBLIC SAFETY					
OPERATING EXPENDITURE					
07012	Corporate & Community Costs	\$7,100	\$2,393	\$0	\$42,620
07052	Emergency Vehicle Maintenance	\$508	\$469	\$0	\$7,015
07082	SES Emergency Building Operation	\$1,361	\$818	\$0	\$4,632
07092	Gnp SES Depreciation	\$7,168	\$0	\$0	\$43,028
07112	SES Expenditure	\$3,380	\$3,907	\$0	\$26,000
07132	SMS Register Expenses	\$440	\$1,101	\$0	\$11,000
07142	Kerbside Numbering	\$0	\$0	\$0	\$250
07152	Emergency Management Expenses	\$1,310	\$0	\$0	\$4,900
07182	SES Shed Building Maintenance	\$111	\$0	\$0	\$664
07192	CCTV Maintenance	\$0	\$1,924	\$0	\$1,805
07202	CESM Expenses Contribution	\$0	\$0	\$0	\$30,000
07212	BRMC Expenses	\$9,509	\$0	\$0	\$158,151
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY OP/EXP		\$30,888	\$10,611	\$0	\$330,065
OPERATING INCOME					
07003	Emergency Grant Income	(\$6,500)	(\$8,877)	(\$26,000)	\$0
07043	BRMC Grants, Subsidies & Contributions	\$0	\$0	(\$79,168)	\$0
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY OP /INC		(\$6,500)	(\$8,877)	(\$105,168)	\$0
Total - OTHER LAW ORDER PUBLIC SAFETY		\$24,388	\$1,734	(\$105,168)	\$330,065
Total - LAW ORDER & PUBLIC SAFETY		\$81,903	\$23,544	(\$203,824)	\$631,378

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
Budget Actual

ADOPTED BUDGET
2023-24
Income Expenditure

		Budget	Actual	Income	Expenditure
HEALTH ADMINISTRATION & INSPECTION					
OPERATING EXPENDITURE					
11012	Infrastructure Unit Costs	\$987	\$1,139	\$0	\$5,923
11032	Analytical Costs	\$480	\$463	\$0	\$1,000
11042	Other Health Costs	\$2,600	\$436	\$0	\$2,100
11052	Health Costs - Contract Services	\$0	\$11,353	\$0	\$75,000
11082	Insurances	\$0	\$0	\$0	\$0
Sub Total - HEALTH ADMIN & INSPECTION OP/EXP		\$4,067	\$13,391	\$0	\$84,023
OPERATING INCOME					
11003	Health Act Licences	\$0	\$0	(\$800)	\$0
11053	Hawker/Street Stall licence	\$0	\$0	(\$60)	\$0
Sub Total - HEALTH ADMIN & INSPECTION OP/INC		\$0	\$0	(\$860)	\$0
Total - HEALTH ADMIN & INSPECTION		\$4,067	\$13,391	(\$860)	\$84,023
PREVENTIVE SERVICES- PEST CONTROL					
OPERATING EXPENDITURE					
12032	Mosquito Control	\$0	\$0	\$0	\$5,000
Sub Total - PEST CONTROL OP/EXP		\$0	\$0	\$0	\$5,000
OPERATING INCOME					
Sub Total - PEST CONTROL OP/INC		\$0	\$0	\$0	\$0
Total - PEST CONTROL		\$0	\$0	\$0	\$5,000
PREVENTIVE SERVICES - OTHER					
OPERATING EXPENDITURE					
14002	Strategy & Governance Unit Costs	\$3,646	\$1,840	\$0	\$21,885
14032	25 McDonald St Building Maintenance	\$5,079	\$625	\$0	\$28,263
14052	Medical Centre Building Maintenance	\$1,086	\$399	\$0	\$18,511
14062	Medical Centre Building Operations	\$2,724	\$821	\$0	\$12,878
14112	Doctor Vehicle Expenses	\$1,083	\$694	\$0	\$6,500
14132	Surgery IT Costs	\$1,250	\$182	\$0	\$5,000
14152	Medical Equipment	\$0	\$0	\$0	\$2,200
14162	Other Surgery Costs	\$0	\$0	\$0	\$500
14182	Practice Incentive Costs	\$29,988	\$12,500	\$0	\$180,000
Sub Total - PREVENTIVE SRVS - OP/EXP		\$44,856	\$17,061	\$0	\$275,737
OPERATING INCOME					
14013	Reimbursements	(\$100)	\$0	(\$100)	\$0
Sub Total - PREVENTIVE SRVS - OP/INC		(\$100)	\$0	(\$100)	\$0
Total - PREVENTIVE SERVICES		\$44,756	\$17,061	(\$100)	\$275,737
Total - HEALTH		\$48,823	\$30,452	(\$960)	\$364,760

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
OTHER EDUCATION					
OPERATING EXPENDITURE					
16032	School Mowing Contract	\$389	\$1,764	\$0	\$7,775
16052	Corporate & Community Costs	\$177	\$67	\$0	\$1,061
Sub Total - OTHER EDUCATION OP/EXP		\$566	\$1,831	\$0	\$8,836
OPERATING INCOME					
16003	School Mowing Contract Income	(\$1,866)	\$0	(\$11,200)	\$0
Sub Total - OTHER EDUCATION OP/INC		(\$1,866)	\$0	(\$11,200)	\$0
Total - OTHER EDUCATION		(\$1,300)	\$1,831	(\$11,200)	\$8,836
CARE OF FAMILIES AND CHILDREN					
OPERATING EXPENDITURE					
17022	Old Kindy Building Maintenance	\$1,349	\$298	\$0	\$5,874
17082	Corporate & Community Costs	\$2,152	\$814	\$0	\$12,917
Sub Total - CARE OF FAMILIES AND CHILDREN OP/EXP		\$3,501	\$1,111	\$0	\$18,791
OPERATING INCOME					
17003	Rental Income - Family Centre	\$0	\$0	\$0	\$0
Sub Total - CARE OF FAMILIES AND CHILDREN OP/INC		\$0	\$0	\$0	\$0
Total - CARE OF FAMILIES AND CHILDREN		\$3,501	\$1,111	\$0	\$18,791
Total - EDUCATION & WELFARE		\$2,201	\$2,943	(\$11,200)	\$27,627

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
STAFF HOUSING					
OPERATING EXPENDITURE					
23152	2 CECIL STREET - BUILDING OPERATION	\$1,649	\$819	\$0	\$7,653
23162	2 CECIL STREET - BUILDING MAINTENANCE	\$2,369	\$0	\$0	\$18,200
23172	4 Grocock Street Building Maintenance	\$2,452	\$6,316	\$0	\$20,665
23182	4 Grocock Street Building Operation	\$1,936	\$1,657	\$0	\$8,908
23212	25 McDonald St Building Maintenance	\$3,069	\$0	\$0	\$18,945
23222	25 McDonald St Building Operation	\$2,010	\$1,414	\$0	\$9,318
23072	20 McDonald Street - Building Operation	\$2,618	\$1,142	\$0	\$12,098
23142	20 McDonald Street - Building Maintenance	\$1,641	\$366	\$0	\$15,530
23252	Lot 271A Quinn St - Building Maintenance	\$189	\$203	\$0	\$3,298
23262	LOT 271A QUINN STREET - BUILDING OPERATIONS	\$918	\$750	\$0	\$3,614
23272	Lot 271B Quinn St - Building Maintenance	\$199	\$0	\$0	\$8,515
23282	LOT 271B QUINN ST (FACING WHITEHEAD) - OPERATING	\$695	\$729	\$0	\$2,539
23292	28 QUINN STREET	\$98	\$0	\$0	\$1,413
23302	30 QUINN STREET	\$98	\$0	\$0	\$1,413
23312	Lot 271A Whitehead Road Building Maintenance	\$132	\$0	\$0	\$2,295
23322	Lot 271B Whitehead Road Building Maintenance	\$132	\$0	\$0	\$2,295
23232	Less Housing Allocation to Other Programs	(\$19,744)	(\$3,504)	\$0	(\$129,283)
Sub Total - STAFF HOUSING OP/EXP		\$460	\$9,891	\$0	\$7,416
OPERATING INCOME					
23043	Commonwealth Grants	\$0	\$0	\$0	\$0
Sub Total - STAFF HOUSING OP/INC		\$0	\$0	\$0	\$0
Total - STAFF HOUSING		\$460	\$9,891	\$0	\$7,416
HOUSING OTHER					
OPERATING EXPENDITURE					
23002	Housing Admin Costs	\$2,200	\$832	\$0	\$13,208
23012	Grocock Street Buildings Maintenance			\$0	\$10,920
23102	Lot 61 Corbett St - Building operations	\$1,549	\$705	\$0	\$7,193
23112	Lot 61 Corbett St - Building Maintenance	\$110	\$0	\$0	\$1,178
23122	Lot 191 Corbett St - Building operations	\$1,619	\$779	\$0	\$7,333
23132	Lot 191 Corbett St - Building Maintenance	\$105	\$0	\$0	\$1,148
23242	Interest on Staff Housing & Well Aged Housing Loan 281	\$1,106	\$0	\$0	\$6,256
Sub Total - HOUSING OTHER OP/EXP		\$6,689	\$2,317	\$0	\$47,236
OPERATING INCOME					
23003	Other Housing Rental Income	(\$454)	\$0	(\$2,730)	\$0
23013	Reimbursements	(\$15,665)	(\$14,613)	(\$94,028)	\$0
Sub Total - HOUSING OTHER OP/INC		(\$16,119)	(\$14,613)	(\$96,758)	\$0
Total - HOUSING OTHER		(\$9,430)	(\$12,296)	(\$96,758)	\$47,236
Total - HOUSING		(\$8,970)	(\$2,406)	(\$96,758)	\$54,652

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24		
		Budget	Actual	Income	Expenditure	
SANITATION - HOUSEHOLD REFUSE						
OPERATING EXPENDITURE						
24022		Refuse Collection	\$8,177	\$4,401	\$0	\$49,080
24032		Refuse Site Management		\$14,287		
24032	TM02	Gnowangerup Refuse Site	\$7,777		\$0	\$47,293
24032	TM03	Ongerup Refuse Site	\$5,564		\$0	\$33,058
24032	TM04	Borden Refuse Site	\$3,079		\$0	\$18,630
24052		Recycling Domestic & Commercial	\$8,591	\$3,672	\$0	\$51,565
		Sub Total - SANITATION HOUSEHOLD REFUSE OP/EXP	\$33,188	\$22,360	\$0	\$199,626
OPERATING INCOME						
24003		Refuse Collection Charges	(\$49,500)	(\$60,147)	(\$49,500)	\$0
24013		Waste Avoidance & Resource Recovery Fees	(\$132,600)	(\$132,000)	(\$132,600)	\$0
24063		Asbestos/Rubbish Disposal	(\$15,000)	(\$1,722)	(\$15,000)	\$0
24073		Recycling Income	(\$51,754)	(\$57,305)	(\$51,754)	\$0
		Sub Total - SANITATION H/HOLD REFUSE OP/INC	(\$248,854)	(\$251,197)	(\$248,854)	\$0
		Total - SANITATION HOUSEHOLD REFUSE	(\$215,666)	(\$228,837)	(\$248,854)	\$199,626
SANITATION OTHER						
OPERATING EXPENDITURE						
25002		Drum Muster	\$5,284	\$19	\$0	\$6,134
25012		Refuse Collection From Streets Works Dept	\$5,970	\$2,964	\$0	\$35,835
25022		Oil Disposal (Wren Oil)	\$0	\$0	\$0	\$283
		Sub Total - SANITATION OTHER OP/EXP	\$11,254	\$2,984	\$0	\$42,252
OPERATING INCOME						
25003		Drum Muster & Oil Collection	\$0	\$0	(\$6,020)	\$0
		Sub Total - SANITATION OTHER OP/INC	\$0	\$0	(\$6,020)	\$0
		Total - SANITATION OTHER	\$11,254	\$2,984	(\$6,020)	\$42,252
EFFLUENT DRAINAGE SYSTEM						
OPERATING EXPENDITURE						
26022		Septic Tank Cleaning	\$5,597	\$2,974	\$0	\$20,731
26032		Grease Trap Cleaning	\$1,785	\$916	\$0	\$7,310
26042		Ongerup Effluent Maintenance	\$4,749	\$470	\$0	\$25,136
26072		Ongerup Effluent operations	\$0	\$0	\$0	\$10,500
		Sub Total - SEWERAGE OP/EXP	\$12,131	\$4,360	\$0	\$63,677
OPERATING INCOME						
26023		Septic Tank Cleaning	(\$3,300)	\$44	(\$11,000)	\$0
26033		Grease Trap Cleaning	(\$78)	\$0	(\$260)	\$0
26043		Ongerup Sewerage Specified Area Rate	(\$39,435)	(\$39,437)	(\$39,435)	\$0
26063		Septic Waste Receiving - Gnp Ponds	\$0	\$0	\$0	\$0
		Sub Total - SEWERAGE OP/INC	(\$42,813)	(\$39,393)	(\$50,695)	\$0
		Total - SEWERAGE	(\$30,682)	(\$35,033)	(\$50,695)	\$63,677

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PROTECTION OF THE ENVIRONMENT					
OPERATING EXPENDITURE					
28022	Other Environment Costs	\$180	\$225	\$0	\$530
28032	Yongergnow Eco Tourism Centre	\$15,472	\$4,416	\$0	\$76,268
28042	NSPNRG Contribution	\$1,410	\$202	\$0	\$21,410
Sub Total - PROTECTION OF THE ENVIRONMENT OP/EXP		\$17,062	\$4,843	\$0	\$98,208
OPERATING INCOME					
28003	Reimbursements	\$0	\$0	(\$8,135)	\$0
Sub Total - PROTECTION OF THE ENVIRONMENT OP/INC		\$0	\$0	(\$8,135)	\$0
Total - PROTECTION OF THE ENVIRONMENT		\$17,062	\$4,843	(\$8,135)	\$98,208
TOWN PLANNING & REGIONAL DEVELOPMENT					
OPERATING EXPENDITURE					
29022	Town Planning Consultants	\$0	\$139	\$0	\$18,000
29032	Local Planning Scheme No. 3	\$0	\$0	\$0	\$11,500
29072	Land Development	\$1,474	\$729	\$0	\$10,845
29102	Town Planning Salaries	\$16,367	\$7,418	\$0	\$102,171
29112	Town Planning Insurances	\$2,433	\$1,926	\$0	\$4,244
29122	Town Planning Superannuation	\$2,432	\$854	\$0	\$14,599
Sub Total - TOWN PLAN & REG DEV OP/EXP		\$22,706	\$11,066	\$0	\$161,359
OPERATING INCOME					
29023	Planning Applications/ Approval Fees	\$0	(\$147)	(\$3,000)	\$0
Sub Total - TOWN PLAN & REG DEV OP/INC		\$0	(\$147)	(\$3,000)	\$0
Total - TOWN PLANNING & REGIONAL DEVELOPMENT		\$22,706	\$10,919	(\$3,000)	\$161,359
OTHER COMMUNITY AMENITIES					
OPERATING EXPENDITURE					
30002	Cemeteries Administration	\$1,214	\$459	\$0	\$7,287
30012	Cemeteries Maintenance	\$5,379	\$1,721	\$0	\$32,923
30022	Grave Digging	\$2,332	\$1,797	\$0	\$14,495
30032	Public Conveniences Building Maintenance		\$1,022		
30032 CA01	Gnp Public Toilets Building Maint	\$0		\$0	\$5,160
30032 CA02	Ongerup Public Toilets Building Maintenance	\$446		\$0	\$3,334
30032 CA03	Borden Public Toilets Building Maintenance	\$894		\$0	\$2,495
30032 CA04	Gnowangerup Cemetery Public Toilets Maintenance	\$0		\$0	\$1,000
30042	Public Conveniences Building Operation		\$3,527		
30042 CO01	Gnp Public Toilets Building Operation	\$3,741		\$0	\$22,368
30042 CO02	Ongerup Public Toilets Building Operation	\$2,322		\$0	\$13,028
30042 CO03	Borden Public Toilets Building Operation	\$1,429		\$0	\$8,213
30042 CO04	Gnowangerup Cemetery Public Toilets Operation	\$60		\$0	\$620
Sub Total - OTHER COMMUNITY AMENITIES OP/EXP		\$17,818	\$8,526	\$0	\$110,923
OPERATING INCOME					
30003	Cemetery Fees- Gnowangerup	\$0	(\$2,182)	(\$4,000)	\$0
30033	GRANT OF RIGHT OF BURIAL	\$0	(\$55)	\$0	\$0
Sub Total - OTHER COMMUNITY AMENITIES OP/INC		\$0	(\$2,237)	(\$4,000)	\$0
Total - OTHER COMMUNITY AMENITIES		\$17,818	\$6,289	(\$4,000)	\$110,923

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
URBAN STORMWATER DRAINAGE					
OPERATING EXPENDITURE					
27002	Drainage Maintenance	\$0	\$0	\$0	\$0
Sub Total - URBAN STORMWATER DRAINAGE OP/EXP		\$0	\$0	\$0	\$0
Total - URBAN STORMWATER DRAINAGE		\$0	\$0	\$0	\$0
Total - COMMUNITY AMENITIES		(\$177,509)	(\$238,835)	(\$320,704)	\$676,045

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
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G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
 Income Expenditure

		YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PUBLIC HALL & CIVIC CENTRES					
OPERATING EXPENDITURE					
31012	Gnp Memorial Hall Building Maintenance	\$0	\$0	\$0	\$26,118
31022	Gnp Memorial Hall Building Operation	\$14,663	\$5,454	\$0	\$73,448
31052	Ongerup Hall Building Maintenance	\$0	\$0	\$0	\$21,920
31062	Ongerup Hall Building Operation	\$8,551	\$5,291	\$0	\$46,439
31092	Borden NSPNR Building Maintenance	\$149	\$151	\$0	\$529
31102	Borden NSPNR Building Operation	\$263	\$0	\$0	\$1,580
31152	Gnp Old Ambulance Building - Building Operation	\$222	\$8	\$0	\$318
31182	Ongerup CWA	\$181	\$8	\$0	\$1,240
31202	Yougenup Centre - Building Maintenance & Operation	\$8,641	\$2,644	\$0	\$48,844
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/EXP		\$32,671	\$13,555	\$0	\$220,436
OPERATING INCOME					
31003	Gnowangerup Memorial Hall	\$0	\$0	(\$200)	\$0
31023	Ongerup Hall	\$0	\$0	\$0	\$0
31043	Borden NSPNR Hire Income	\$0	\$0	(\$600)	\$0
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/INC		\$0	(\$39)	(\$800)	\$0
Total - PUBLIC HALL & CIVIC CENTRES		\$32,671	\$13,517	(\$800)	\$220,436

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Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24		
		Budget	Actual	Income	Expenditure	
OTHER RECREATION & SPORT						
OPERATING EXPENDITURE						
33012		Depreciation	\$10,699	\$0	\$0	\$64,220
33022		Gnowangerup Parks & Gardens		\$19,546		
33022	PG01	Nobarach Community Park	\$2,232		\$0	\$21,700
33022	PG02	Admin Office Gardens	\$1,162		\$0	\$7,623
33022	PG03	Yougenup Centre/Library Gardens	\$1,073		\$0	\$6,938
33022	PG04	Family Centre Gardens	\$633		\$0	\$4,298
33022	PG05	ANZAC Park	\$1,722		\$0	\$11,445
33022	PG06	Main Street Gardens	\$3,007		\$0	\$14,026
33022	PG07	Porteous St Park	\$421		\$0	\$2,780
33022	PG08	Varey Park	\$360		\$0	\$2,660
33022	PG09	Town Entrance Surrounds	\$387		\$0	\$2,320
33022	PG10	Gnp Town Parks & Gardens	\$15,708		\$0	\$98,835
33032		Ongerup Parks & Gardens	\$9,281	\$11,818	\$0	\$69,631
33042		Borden Parks & Gardens	\$6,394	\$5,672	\$0	\$41,620
33052		Gnp Sporting Complex Grounds Maintenance	\$22,619	\$8,094	\$0	\$145,245
33062		Gnp Sporting Complex Building Maintenance	\$1,921	\$0	\$0	\$28,633
33072		Gnp Sporting Complex Building Operation	\$41,682	\$11,399	\$0	\$207,397
33082		Ongerup Sporting Complex Grounds Maintenance	\$3,757	\$2,412	\$0	\$25,645
33092		Ongerup Sporting Complex Building Maintenance	\$1,098	\$0	\$0	\$12,143
33102		Ongerup Sporting Complex Building Operation	\$9,469	\$3,292	\$0	\$43,398
33112		Borden Sporting Complex Grounds Maintenance	\$4,250	\$2,819	\$0	\$31,153
33122		Borden Sporting Complex Building Maintenance	\$97	\$0	\$0	\$4,530
33132		Borden Sporting Complex Building Operation	\$20,727	\$4,964	\$0	\$104,368
33222		Gnowangerup Bowling Club	\$4,677	\$1,726	\$0	\$20,811
33252		Old Borden Bowling Club	\$0	\$0	\$0	\$110
33232		Depreciation - Infrastructure	\$629	\$0	\$0	\$3,778
33282		Corporate & Community Unit Costs	\$3,311	\$926	\$0	\$19,871
33332		Pistol Club Building Operations	\$1,017	\$461	\$0	\$4,715
33422		Depreciation (Complex Buildings)	\$91	\$0	\$0	\$545
33432		Other Recreation Expenditure	\$87	\$240	\$0	\$520
33452		Nobarach Park - Building Maintenance	\$2,378	\$367	\$0	\$17,661
33352		Sports Complex Dam Maint	\$0	\$0	\$0	\$0
33532		Ongerup Bowls Club SSL Interest	\$102	\$0	\$0	\$785
		Sub Total - OTHER RECREATION & SPORT OP/EXP	\$170,989	\$73,735	\$0	\$1,019,404
		OPERATING INCOME	\$0			
33003		Other Sport and Rec Income	\$0	\$0	(\$600)	\$0
33053		VARIOUS REIMBURSEMENT	\$0	\$0	\$0	\$0
33113		Non-Operating Grants	\$0	\$0	\$0	\$0
		Sub Total - OTHER RECREATION & SPORT OP/INC	\$0	\$0	(\$600)	\$0
		Total - OTHER RECREATION & SPORT	\$170,989	\$73,735	(\$600)	\$1,019,404

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MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
SWIMMING POOL					
OPERATING EXPENDITURE					
32002	Strategy & Governance Unit Costs	\$1,266	\$153	\$0	\$7,602
32012	Administration Activity Costs	\$7,690	\$5,468	\$0	\$46,161
32032	Depreciation	\$0	\$0	\$0	\$0
32042	Gnowangerup Swimming Pool Staff Salaries	\$11,859	\$15,851	\$0	\$102,206
32052	Gnowangerup Swimming Pool Building Maintenance	\$922	\$0	\$0	\$15,935
32062	Gnowangerup Swimming Pool Building Operation	\$21,315	\$3,163	\$0	\$120,140
32072	Gnowangerup Swimming Pool Grounds Maintenance	\$2,237	\$939	\$0	\$14,863
32082	Gnowangerup Swimming Pool Chemicals	\$0	\$0	\$0	\$7,595
32092	Gnowangerup Swimming Pool Minor Equipment & Servicing	\$0	\$0	\$0	\$18,362
32102	30 Corbett St Building Maintenance	\$0	\$0	\$0	\$148
32142	Swimming Pool Insurances	\$1,982	\$1,948	\$0	\$3,937
32152	Swimming Pool Superannuation	\$1,897	\$2,928	\$0	\$15,812
32162	Swimming Pool Other Costs	\$279	\$0	\$0	\$4,650
Sub Total - SWIMMING POOL OP/EXP		\$49,448	\$30,451	\$0	\$357,411
OPERATING INCOME					
32003	Swimming Pool Entrance Fees	\$0	\$0	(\$15,000)	\$0
Sub Total - SWIMMING POOL OP/INC		\$0	\$0	(\$15,000)	\$0
Total - SWIMMING POOL		\$49,448	\$30,451	(\$15,000)	\$357,411
LIBRARIES					
OPERATING EXPENDITURE					
35002	Administration Activity Costs	\$9,364	\$7,831	\$0	\$56,209
35022	Gnowangerup Library Salaries	\$6,421	\$5,494	\$0	\$42,043
35042	Gnp Library Building Maintenance	\$110	\$0	\$0	\$713
35052	Gnp Library Building Operation	\$1,588	\$868	\$0	\$9,925
35072	Gnowangerup Library Book Exchange	\$225	\$0	\$0	\$1,350
35082	Ongerup Library Book Exchange	\$58	\$0	\$0	\$350
35092	Gnowangerup Library Minor Items	\$0	\$0	\$0	\$2,000
35102	Ongerup Library Minor Items	\$0	\$0	\$0	\$510
35112	Gnowangerup Library	\$2,225	\$1,251	\$0	\$15,375
35122	Ongerup Library	\$2,749	\$0	\$0	\$18,020
35142	Regional Library Costs	\$0	\$0	\$0	\$2,200
35192	Library Insurance Expenses	\$654	\$702	\$0	\$1,296
35202	Technology & Digital inclusion Expenses	\$0	\$0	\$0	\$0
Sub Total - LIBRARIES OP/EXP		\$23,394	\$16,145	\$0	\$149,991
OPERATING INCOME					
35013	Gnp Library Other	(\$920)	(\$216)	(\$920)	\$0
Sub Total - LIBRARIES OP/INC		(\$920)	(\$216)	(\$920)	\$0
Total - LIBRARIES		\$22,474	\$15,929	(\$920)	\$149,991

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G/L JOB

YTD COMPARATIVES
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ADOPTED BUDGET
2023-24
 Income Expenditure

		Budget	Actual	Income	Expenditure
OTHER CULTURE					
OPERATING EXPENDITURE					
37002	Corporate & Community Unit Costs	\$2,050	\$826	\$0	\$12,305
37032	Old Gnowangerup Police Station & Gaol Building Maintenance	\$0	\$0	\$0	\$283
37042	Old Gnowangerup Gaol Building Operation	\$688	\$534	\$0	\$2,623
37072	Ongerup Community Centre Building Maintenance	\$0	\$0	\$0	\$100
37082	Ongerup Community Centre Building Operation	\$1,893	\$732	\$0	\$7,526
37112	Gnp Historic Centre Building Maintenance	\$0	\$0	\$0	\$130
37122	Gnp Historic Centre Building Operation	\$749	\$453	\$0	\$3,163
37262	Ongerup Museum Building Maintenance	\$29	\$0	\$0	\$173
37132	Ongerup Museum Building Operation	\$1,935	\$764	\$0	\$9,643
37172	Aylmore Mineral Springs	\$0	\$0	\$0	\$9,270
37222	Heritage Strategy & Municipal Inventory	\$0	\$0	\$0	\$2,500
37322	Old Gnowangerup Star Building Operation	\$784	\$589	\$0	\$3,500
37332	Old Gnowangerup Star Building Maintenance	\$945	\$0	\$0	\$13,170
Sub Total - OTHER CULTURE OP/EXP		\$9,073	\$3,898	\$0	\$64,386
OPERATING INCOME					
37023	Reimbursements/ Donations	\$0	\$0	\$0	\$0
37043	Government Grants	\$0	\$0	\$0	\$0
Sub Total - OTHER CULTURE OP/INC		\$0	\$0	\$0	\$0
Total - OTHER CULTURE		\$9,073	\$3,898	\$0	\$64,386
Total - RECREATION AND CULTURE		\$284,654	\$137,530	(\$17,320)	\$1,811,628

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G/L JOB

YTD COMPARATIVES
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ADOPTED BUDGET
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 Income Expenditure

STREETS,ROADS, BRIDGES, DEPOTS - MAINTENANCE

OPERATING EXPENDITURE

39002	Depreciation - Roads	\$164,437	\$0	\$0	\$987,015
39012	Bridges - Pallinup Bridge	\$5,268	\$1,506	\$0	\$32,048
39022	Depreciation - Footpaths	\$2,482	\$0	\$0	\$14,895
39032	Depreciation - Other	\$6,106	\$0	\$0	\$36,650
39042	Gnp Depot Building Maintenance	\$679	\$3,605	\$0	\$32,420
39052	Gnp Depot Building Operation	\$4,950	\$3,076	\$0	\$26,548
39062	Ongerup Depot Building Maintenance	\$1,050	\$6,481	\$0	\$19,840
39072	Ongerup Depot Building Operation	\$772	\$460	\$0	\$4,233
39082	36 John St Building Maintenance	\$0	\$0	\$0	\$983
39102	Gravel Pit Reinstatements	\$691	\$0	\$0	\$4,150
39112	Road Maintenance	\$351,293	\$230,818	\$0	\$2,223,953
39122	Administration Department Costs allocated to Transport	\$6,041	\$0	\$0	\$36,258
39132	Roman/Asset Development	\$23,268	\$36,677	\$0	\$126,315
39142	Street Lighting	\$7,630	\$7,266	\$0	\$45,800
39182	Gnowangerup Depot General Maintenance	\$4,990	\$6,066	\$0	\$29,950
39202	WORKS DEPARTMENT COSTS	\$0	\$0	\$0	\$500
39242	Kerb Renewal	\$0	\$0	\$0	\$0
39252	Urban Drainage Renewals/Maintenance	\$525	\$0	\$0	\$3,150
39272	Laneway Maintenance	\$1,299	\$767	\$0	\$7,800

Sub Total - MTCE STREETS ROADS DEPOTS OP/EXP

\$581,480 \$296,721 \$0 \$3,632,508

OPERATING INCOME

38013	Regional Road Group Grants	\$0	\$0	(\$390,666)	\$0
38023	Other Road Grants	\$0	\$0	(\$247,865)	\$0
38033	Roads To Recovery Grants	\$0	\$0	(\$392,891)	\$0
39003	MRWA Road Preservation Grant	\$0	\$0	(\$185,413)	\$0

Sub Total - MTCE STREETS ROADS DEPOTS OP/INC

\$0 \$0 (\$1,216,835) \$0

Total - MTCE STREETS ROADS DEPOTS

\$581,480 \$296,721 (\$1,216,835) \$3,632,508

ROAD PLANT

OPERATING EXPENDITURE

49999	PLANT SALES EXPENSES	\$0	\$0	\$0	\$5,000
Sub Total - ROAD PLANT OP/EXP		\$0	\$0	\$0	\$5,000

Total - ROAD PLANT

\$0 \$0 \$0 \$5,000

TRAFFIC CONTROL

OPERATING EXPENDITURE

Sub Total - TRAFFIC CONTROL OP/EXP

\$0 \$0 \$0 \$0

OPERATING INCOME

42013	Sale of Plates	\$0	(\$64)	(\$100)	\$0
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Sub Total - TRAFFIC CONTROL OP/INC

\$0 (\$64) (\$100) \$0

Total - TRAFFIC CONTROL

\$0 (\$64) (\$100) \$0

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G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
AERODROMES					
OPERATING EXPENDITURE					
43002	Gnowangerup Airstrip Maintenance	\$1,759	\$488	\$0	\$15,525
43012	Gnowangerup Airstrip Operations	\$20,471	\$2,448	\$0	\$137,216
Sub Total - AERODROMES OP/EXP		\$22,230	\$2,936	\$0	\$152,741
OPERATING INCOME					
43003	Gnowangerup Airstrip Income	\$0	\$0	\$0	\$0
Sub Total - AERODROMES OP/INC		\$0	\$0	\$0	\$0
Total - AERODROMES		\$22,230	\$2,936	\$0	\$152,741
Total - TRANSPORT		\$603,710	\$299,593	(\$1,216,935)	\$3,790,249

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G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
TOURISM AND AREA PROMOTION					
OPERATING EXPENDITURE					
46012	Strategy & Governance Unit Costs	\$5,102	\$2,557	\$0	\$30,622
46092	Gnowangerup Caravan Park - Operation Costs	\$1,225	\$196	\$0	\$6,561
46102	Gnowangerup Caravan Park Building Maintenance Costs	\$0	\$0	\$0	\$5,000
46122	Local Tourism Promotion	\$0	\$0	\$0	\$3,000
Sub Total - TOURISM & AREA PROMOTION OP/EXP		\$6,326	\$2,753	\$0	\$45,183
OPERATING INCOME					
46003	Grants & Subsidies	\$0	\$0	(\$455,416)	\$0
46013	Caravan Park Licences	\$0	\$0	(\$600)	\$0
Sub Total - TOURISM & AREA PROMOTION OP/INC		\$0	\$0	(\$456,016)	\$0
Total - TOURISM & AREA PROMOTION		\$6,326	\$2,753	(\$456,016)	\$45,183
BUILDING CONTROL					
OPERATING EXPENDITURE					
47012	Building Administration Allocations	\$640	\$243	\$0	\$3,841
47022	Building Services - Salaries	\$4,053	\$5,693	\$0	\$39,512
47032	Building Services - Superannuation	\$649	\$669	\$0	\$5,896
47042	Building Control Insurances	\$773	\$666	\$0	\$1,388
Sub Total - BUILDING CONTROL OP/EXP		\$6,115	\$7,270	\$0	\$50,637
BUILDING CONTROL OP/INC					
47003	Building Licences & Fees	(\$360)	(\$355)	(\$4,000)	\$0
47013	BRB & BCITF Commissions	(\$6)	(\$15)	(\$70)	\$0
Sub Total - BUILDING CONTROL OP/INC		(\$366)	(\$370)	(\$4,070)	\$0
Total - BUILDING CONTROL		\$5,748	\$6,900	(\$4,070)	\$50,637
ECONOMIC DEVELOPMENT					
OPERATING EXPENDITURE					
50002	Administration Allocations	\$446	\$213	\$0	\$2,679
50022	Community Capacity Building	\$0	\$0	\$0	\$400
50112	Banners and Banner Pole Maintenance	\$0	\$0	\$0	\$3,000
Sub Total - ECONOMIC DEVELOPMENT OP/EXP		\$446	\$213	\$0	\$6,079
OPERATING INCOME					
Sub Total - ECONOMIC DEVELOPMENT OP/INC		\$0	\$0	\$0	\$0
Total - ECONOMIC DEVELOPMENT		\$446	\$213	\$0	\$6,079

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G/L JOB

YTD COMPARATIVES
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31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
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		YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PUBLIC UTILITY SERVICES					
OPERATING EXPENDITURE					
51002	Standpipe Maintenance	\$0	\$654	\$0	\$9,410
51012	Gnowangerup Standpipe	\$889	\$982	\$0	\$5,850
51022	Ongerup Standpipe	\$162	\$0	\$0	\$1,000
51032	Borden Standpipe	\$32	\$0	\$0	\$200
51042	Formby Road Bore	\$154	\$444	\$0	\$2,835
51052	Highdenup Road Bore	\$105	\$114	\$0	\$2,163
51092	Toompup Bore	\$0	\$0	\$0	\$200
Sub Total - PUBLIC UTILITY SERVICES OP/EXP		\$1,341	\$2,193	\$0	\$21,658
OPERATING INCOME					
51003	Gnowangerup Standpipe Fees	(\$35)	\$0	(\$700)	\$0
51013	Ongerup Standpipe Fees	\$0	\$0	\$0	\$0
51033	Virginia Land Lease	\$0	\$0	(\$7,350)	\$0
51063	Exploration on Road Reserves & Reserves	\$0	\$0	\$0	\$0
51073	Standpipe Swipe Card	\$0	(\$23)	(\$100)	\$0
Sub Total - PUBLIC UTILITY SERVICES OP/INC		(\$35)	(\$23)	(\$8,150)	\$0
Total - PUBLIC UTILITY SERVICES		\$1,306	\$2,170	(\$8,150)	\$21,658
Total - ECONOMIC SERVICES		\$13,827	\$12,036	(\$468,236)	\$123,557

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G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PRIVATE WORKS					
OPERATING EXPENDITURE					
53002	Private Works	\$4,108	\$1,846	\$0	\$11,410
53022	Motor Vehicle Licensing	\$5,728	\$1,992	\$0	\$34,379
Sub Total - PRIVATE WORKS OP/EXP		\$9,835	\$3,838	\$0	\$45,789
OPERATING INCOME					
53003	Private Works Income	(\$4,108)	\$37,374	(\$11,410)	\$0
Sub Total - PRIVATE WORKS OP/INC		(\$4,108)	\$37,374	(\$11,410)	\$0
Total - PRIVATE WORKS		\$5,728	\$41,212	(\$11,410)	\$45,789
PUBLIC WORKS OVERHEADS					
OPERATING EXPENDITURE					
57002	Annual Leave	\$7,961	\$19,068	\$0	\$132,689
57012	Long Service Leave	\$0	\$3,698	\$0	\$66,014
57022	Public Holidays	\$0	\$0	\$0	\$57,374
57032	Sick Leave	\$5,737	\$6,893	\$0	\$57,374
57042	Supervision & Administration	\$56,641	\$46,878	\$0	\$339,984
57052	General Duties	\$7,647	\$3,599	\$0	\$27,310
57062	Toolbox Meetings	\$2,606	\$1,703	\$0	\$5,665
57072	Strategy & Governance Unit Costs	\$1,344	\$785	\$0	\$8,070
57082	Superannuation	\$43,964	\$24,518	\$0	\$263,891
57092	Works Training/ Conferences	\$2,407	\$2,679	\$0	\$44,450
57102	Workers Compensation Insurance	\$21,700	\$20,968	\$0	\$43,400
57112	Job Costed Expenses	\$2,621	\$0	\$0	\$10,485
57122	Mobile Phones - Works	\$810	\$562	\$0	\$6,760
57132	EBA Uniforms & Licence Expenses	\$0	\$0	\$0	\$8,610
57142	Safety Clothing & Equipment	\$37	\$177	\$0	\$3,700
57152	Other Costs	\$7,584	\$4,030	\$0	\$45,521
57162	Insurance	\$11,516	\$10,674	\$0	\$20,557
57182	Administration Allocations	\$17,525	\$17,457	\$0	\$105,194
57192	Rostered Days Off	\$433	\$293	\$0	\$2,600
57202	Housing Rental	\$1,615	\$2,424	\$0	\$9,695
57252	LOT 271A QUINN STREET Housing ALLOCATIONS	\$1,107	\$462	\$0	\$6,912
57262	LOT 271B QUINN STREET HOUSING ALLOCATIONS	\$894	\$462	\$0	\$11,054
57272	Housing Expenses - Works Manager	\$0	\$0	\$0	\$0
57992	Less Recovered From Works	(\$194,151)	(\$135,814)	\$0	(\$1,277,309)
Sub Total - PUBLIC WORKS O/HEADS OP/EXP		\$0	\$31,514	\$0	\$0
OPERATING INCOME					
57003	Reimbursements	\$0	\$0	(\$900)	\$0
Sub Total - PUBLIC WORKS O/HEADS OP/INC		\$0	\$0	(\$900)	\$0
Total - PUBLIC WORKS OVERHEADS		\$0	\$31,514	(\$900)	\$0

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G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PLANT OPERATIONS COSTS					
OPERATING EXPENDITURE					
58002	Fleet Maintenance	\$30,276	\$18,202	\$0	\$181,729
58012	Insurance	\$35,748	\$17,580	\$0	\$35,748
58022	Fuels & oils	\$48,800	\$16,000	\$0	\$305,000
58032	Tyres	\$600	\$261	\$0	\$20,000
58042	Parts & Repairs	\$13,583	\$7,354	\$0	\$131,500
58052	Licences	\$14,000	\$12,083	\$0	\$14,000
58062	Blades & points	\$480	\$0	\$0	\$12,000
58072	Expendable Tools	\$6,650	\$1,784	\$0	\$35,000
58082	Depreciation - Plant	\$45,580	\$0	\$0	\$273,590
58092	Depreciation - Minor Plant	\$801	\$0	\$0	\$4,810
58112	2 CECIL STREET - BUILDING OPERATION	\$4,018	\$483	\$0	\$25,853
58132	Mechanic Utility Costs	\$1,416	\$1,699	\$0	\$8,500
58142	Housing - 2 Cecil Street	\$866	\$0	\$0	\$5,200
58162	Other Costs	\$1,207	\$575	\$0	\$7,245
58992	Less Recovered From Works	(\$204,026)	(\$112,118)	\$0	(\$1,060,175)
Sub Total - PLANT OPERATIONS COSTS OP/EXP		\$0	(\$36,096)	\$0	\$0
OPERATING INCOME					
58003	Reimbursements	(\$866)	\$0	(\$5,200)	\$0
58013	Fuel Rebates	(\$4,420)	(\$2,955)	(\$26,000)	\$0
Sub Total - PLANT OPERATIONS COSTS OP/INC		(\$5,286)	(\$2,955)	(\$31,200)	\$0
Total - PLANT OPERATIONS COSTS		(\$5,286)	(\$39,051)	(\$31,200)	\$0
MATERIALS AND STOCK					
OPERATING EXPENDITURE					
55032	Fuel & Oils Purchased	\$50,813	\$36,655	\$0	\$305,000
55042	Less Fuel & Oils Allocated	(\$50,813)	(\$13,396)	\$0	(\$305,000)
Sub Total - MATERIALS AND STOCK		\$0	\$0	\$0	\$0
Total - MATERIALS AND STOCK		\$0	\$0	\$0	\$0
SALARIES AND WAGES					
OPERATING EXPENDITURE					
54002	Gross Salaries & Wages	\$440,399	\$411,168	\$0	\$2,935,991
54012	Less Salaries Allocated	(\$440,399)	(\$411,168)	\$0	(\$2,935,991)
54022	Workers Compensation Payments	\$750	\$416	\$0	\$5,000
Sub Total - SALARIES AND WAGES OP/EXP		\$750	\$416	\$0	\$5,000
OPERATING INCOME					
54003	Workers Compensation Reimbursements	(\$750)	\$0	(\$5,000)	\$0
Sub Total - SALARIES AND WAGES OP/INC		(\$750)	\$0	(\$5,000)	\$0
Total - SALARIES AND WAGES		\$0	\$416	(\$5,000)	\$5,000

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
ADMINISTRATION					
OPERATING EXPENDITURE					
Administration activity units					
59022	IT Licence & Support Expenditure	\$65,215	\$51,025	\$0	\$149,729
59032	Accounting	\$8,400	\$7,087	\$0	\$48,000
59042	Admin Telephone Mail & Reception	\$2,499	\$620	\$0	\$15,000
59052	Office Supplies & Equipment	\$4,073	\$724	\$0	\$24,445
59062	Records Management Costs	\$583	\$0	\$0	\$20,000
59072	Occ Health & Safety	\$17,059	\$1,519	\$0	\$56,070
59082	Administration Office Building Maintenance	\$907	\$1,625	\$0	\$19,705
59092	Administration Office Building Operation	\$13,678	\$6,400	\$0	\$68,263
59102	Police Licensing	\$0	\$0	\$0	\$1,500
59112	DEPRECIATION - EQUIPMENT RIGHT OF USE	\$1,229	\$0	\$0	\$7,376
59992	Less Recovered From Activities	(\$64,772)	(\$51,261)	\$0	(\$388,785)
Governance & Strategy					
60282	Governance & Strategy Salaries	\$51,149	\$49,732	\$0	\$307,017
60002	Employee Leave	\$0	\$9,853	\$0	\$0
60012	Long Service Leave	\$0	\$0	\$0	\$7,574
60022	Superannuation	\$8,184	\$7,120	\$0	\$49,123
60032	Governance Training/ Conferences	\$0	\$306	\$0	\$39,450
60042	Workers Compensation	\$3,438	\$3,194	\$0	\$6,875
60052	Housing Rent Salary Sacrifice	\$1,599	\$0	\$0	\$9,600
60082	Vehicle Expenses (Inc FBT)	\$6,249	\$1,602	\$0	\$31,000
60102	4 Grocock Street Building Maintenance	\$4,388	\$613	\$0	\$29,573
60142	Insurances	\$4,158	\$3,558	\$0	\$7,096
60152	G&S Mobile Phone Expenses	\$183	\$76	\$0	\$2,700
60162	S&G Uniforms	\$0	\$0	\$0	\$1,275
60172	S&G Other Minor Expenses	\$2,470	\$983	\$0	\$2,815
60252	Resource Sharing Expenses	\$0	\$0	\$0	\$6,000
60292	Consulting Expenses	\$0	\$0	\$0	\$54,000
60992	Less Allocated To works	(\$50,548)	(\$29,503)	\$0	(\$303,409)
Corporate & Community					
61262	Corporate & Community Salaries	\$103,498	\$64,116	\$0	\$621,235
61002	Employee Leave	\$0	\$7,790	\$0	\$0
61012	Long Service Leave	\$0	\$0	\$0	\$18,914
61022	C&C Superannuation	\$16,560	\$15,436	\$0	\$99,398
61032	C&C Workers Compensation	\$7,346	\$8,530	\$0	\$14,692
61042	C&C Vehicle Costs	\$4,166	\$670	\$0	\$20,000
61062	C&C Mobile Phone Costs	\$133	\$79	\$0	\$2,300
61072	Corporate & Community Uniforms	\$0	\$992	\$0	\$3,500
61082	Corporate & Community Training Costs	\$0	\$2,229	\$0	\$20,000
61112	Corporate & Community Other Minor Costs	\$0	\$0	\$0	\$2,500
61122	Corporate & Community Insurance	\$8,184	\$5,892	\$0	\$11,669
61222	Rostered Days Off	\$8	\$286	\$0	\$50
61232	Housing 20 McDonald Street	\$5,693	\$859	\$0	\$36,268
61272	Human Resource Costs	\$4,498	\$822	\$0	\$33,000
61992	Less Allocated To Services	(\$62,289)	(\$17,039)	\$0	(\$373,883)
Sub Total - ADMINISTRATION OP/EXP		\$168,508	\$156,983	\$0	\$785,050
OPERATING INCOME - ADMINISTRATION					
59003	Licensing Services	(\$3,200)	(\$2,743)	(\$20,000)	\$0
60003	Reimbursements	(\$3,039)	\$0	(\$18,740)	\$0
Sub Total - ADMINISTRATION OP/INC		(\$6,239)	(\$2,743)	(\$38,740)	\$0
Total - ADMINISTRATION		\$162,269	\$154,240	(\$38,740)	\$785,050

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
 Income Expenditure

		Budget	Actual	Income	Expenditure
UNCLASSIFIED					
OPERATING EXPENDITURE					
62022	Donations & Grants	\$0	\$0	\$0	\$5,300
62032	Insurance Claims	\$0	\$0	\$0	\$3,000
62042	Other Minor Expenses	\$0	(\$0)	\$0	\$5
62082	Toompup Dam Maintenance	\$285	\$0	\$0	\$1,708
62092	Old Airport Dam Maintenance	\$97	\$0	\$0	\$1,080
62102	Airport Dam Maintenance	\$273	\$0	\$0	\$2,140
62112	Magitup Dam Maintenance	\$0	\$0	\$0	\$500
62122	Bowling Club Dams Maintenance	\$0	\$0	\$0	\$100
62132	Interest on Loan #282	\$0	\$0	\$0	\$0
62142	Pistol Club Dam Maintenance	\$0	\$0	\$0	\$0
62152	Contribution to Mindarabin Water Tank Installation	\$0	\$0	\$0	\$0
62162	Stutley Dam & Pump Maintenance			\$0	\$5,000
Sub Total - UNCLASSIFIED OP/EXP		\$654	(\$0)	\$0	\$18,833
OPERATING INCOME					
62003	Insurance Claims Reimbursed	\$0	\$0	\$0	\$0
62013	PROFIT CHANGE ON LOCAL GOVT HOUSE UNIT TRUST	\$0	\$0	\$0	\$0
62033	DCEP Grant	\$0	\$0	\$0	\$0
62053	UNCLASSIFIED / MISCELLANEOUS REVENUE	\$0	\$0	\$0	\$0
Sub Total - UNCLASSIFIED OP/INC		\$0	\$0	\$0	\$0
Total - UNCLASSIFIED		\$654	(\$0)	\$0	\$18,833
Total - OTHER PROPERTY AND SERVICES		\$163,365	\$188,331	(\$87,250)	\$854,672

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
TRANSFERS TO/FROM RESERVES					
EXPENDITURE					
95001	Transfers To Reserve Funds - (Inc Interest Earned)	\$1,000	\$2,612	\$0	\$352,000
	Sub Total - TRANSFER TO OTHER COUNCIL FUNDS	\$1,000	\$2,612	\$0	\$352,000
INCOME					
95002	Transfer from Reserve Fund	\$0	\$0	(\$666,000)	\$0
	Sub Total - TRANSFER FROM OTHER COUNCIL FUNDS	\$0	\$0	(\$666,000)	\$0
	Total - FUND TRANSFER	\$1,000	\$2,612	(\$666,000)	\$352,000
	000000 (Surplus) / Deficit - Carried Forward	(\$3,380,830)	(\$3,507,285)	(\$3,380,830)	\$0
	Sub Total - SURPLUS C/FWD	(\$3,380,830)	(\$3,507,285)	(\$3,380,830)	\$0
	Total - SURPLUS	(\$3,380,830)	(\$3,507,285)	(\$3,380,830)	\$0
LIABILITY LOANS - PRINCIPAL REPAYMENTS					
CAPITAL EXPENDITURE					
80004	Principal On Loans	\$0	\$0	\$0	\$95,949
80024	Finance Leases - Principal	\$724	\$714	\$0	\$4,346
	Sub Total - LOAN REPAYMENTS	\$724	\$714	\$0	\$100,295
CAPITAL INCOME					
80015	Principal Repaid - Self Supporting Loans	\$0	\$0	(\$14,817)	\$0
	Sub Total - LOANS RAISED	\$0	\$0	(\$14,817)	\$0
	Total - NON CURRENT LIABILITIES	\$724	\$714	(\$14,817)	\$100,295
OPERATING ACTIVITIES EXCLUDED FROM BUDGET					
	000000 Depreciation Written Back	(\$417,860)	\$0	\$0	(\$2,508,163)
	000000 Book Value of Assets Sold Written Back	\$0	\$0	\$0	(\$364,000)
	000000 Profit on Sale of Asset Written Back	\$0	\$0	\$0	\$0
	000000 Loss on Sale of Asset Written Back	\$0	\$0	\$0	\$0
	000000 Long Service Leave - Non Cash	\$0	\$0	\$0	(\$78,798)
	000000 Movement in LG House Unit Trust	\$0	\$0	\$0	\$0
	000000 Deferred Pensioner Rates	\$0	\$0	\$0	\$0
	000000 SS Loan (Non-Current Movement)	\$0	\$0	\$0	\$0
	Sub Total - OPERATING ACTIVITIES EXCLUDED	(\$417,860)	\$0	\$0	(\$2,950,961)
	Total - OPERATING ACTIVITIES EXCLUDED	(\$417,860)	\$0	\$0	(\$2,950,961)

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
LAND AND BUILDINGS					
LAW ORDER AND PUBLIC SAFETY					
CAPITAL EXPENDITURE					
05044	Ongerup Fire Station Capital	\$0	\$0	\$0	\$5,000
07064	Emergency Services Storage	\$0	\$0	\$0	\$7,500
Sub Total - CAPITAL WORKS		\$0	\$0	\$0	\$12,500
TOTAL - LAW ORDER AND PUBLIC SAFETY		\$0	\$0	\$0	\$12,500
LAND AND BUILDINGS					
HEALTH					
CAPITAL EXPENDITURE					
14024	32 McDonald Street - Building Capital	\$0	\$0	\$0	\$20,000
Sub Total - CAPITAL WORKS		\$0	\$0	\$0	\$20,000
TOTAL - HEALTH		\$0	\$0	\$0	\$20,000
LAND AND BUILDINGS					
HOUSING					
CAPITAL EXPENDITURE					
23064	Quinn St Precinct Development Project	\$0	\$0	\$0	\$65,000
23094	25 McDonald Street Capital Expenditure	\$0	\$0	\$0	\$20,000
58004	2 Cecil Street	\$0	\$0	\$0	\$35,000
Sub Total - CAPITAL WORKS		\$0	\$0	\$0	\$120,000
Total - HOUSING		\$0	\$0	\$0	\$120,000
LAND AND BUILDINGS					
RECREATION AND CULTURE					
CAPITAL EXPENDITURE					
32004	Swimming Pool Capital Expenditure	\$0	\$0	\$0	\$15,000
31024	Gnp Town Hall Capital	\$0	\$0	\$0	\$20,000
31014	Ongerup Town Hall Capital Expenditure	\$0	\$0	\$0	\$15,000
33604	Ongerup Sports Pavilion Capital	\$0	\$0	\$0	\$50,000
33414	Borden Pavilion Capital	\$0	\$0	\$0	\$25,000
Sub Total - CAPITAL WORKS		\$0	\$0	\$0	\$125,000
Total - RECREATION AND CULTURE		\$0	\$0	\$0	\$125,000

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
		LAND AND BUILDINGS			
		TRANSPORT			
		CAPITAL EXPENDITURE			
39004	Gnowangerup Works Depot Capital	\$0	\$0	\$0	\$19,200
	Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$19,200
	Total - TRANSPORT	\$0	\$0	\$0	\$19,200
		LAND AND BUILDINGS			
		ECONOMIC SERVICES			
		CAPITAL EXPENDITURE			
46004	Gnowangerup Caravan Park Chalet Buildings	\$234,305	\$202,256	\$0	\$497,620
	Sub Total - CAPITAL WORKS	\$234,305	\$202,256	\$0	\$497,620
	Total - ECONOMIC SERVICES	\$234,305	\$202,256	\$0	\$497,620
	Total - LAND AND BUILDINGS	\$234,305	\$202,256	\$0	\$794,320

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
PLANT AND EQUIPMENT HEALTH					
CAPITAL EXPENDITURE					
14044	Doctors Vehicle	\$0	\$0	\$0	\$55,000
Sub Total - CAPITAL WORKS		\$0	\$0	\$0	\$55,000
Total - HEALTH		\$0	\$0	\$0	\$55,000
PLANT AND EQUIPMENT TRANSPORT					
CAPITAL EXPENDITURE					
40634	Purchase Grader GN.0021	\$0	\$0	\$0	\$420,000
40364	Purchase Construction Tip Truck GN.007	\$0	\$0	\$0	\$65,000
40544	Purchase Tip Truck GN.0014	\$0	\$0	\$0	\$262,000
40554	Purchase Tip Truck GN.0044	\$0	\$0	\$0	\$262,000
40294	Purchase Vibrating Roller GN051	\$0	\$0	\$0	\$190,000
40084	Purchase of Utility (GN.010)	\$0	\$0	\$0	\$45,000
40354	Purchase of Utility GN.003	\$0	\$0	\$0	\$40,000
40374	Purchase of Utility GN.0016	\$0	\$43,747	\$0	\$0
40174	Purchase of Utility GN.0028	\$0	\$0	\$0	\$38,000
40034	Purchase of Utility GN.0046	\$0	\$0	\$0	\$38,000
40584	Purchase of Utility Maint Officer GN372	\$0	\$0	\$0	\$35,000
40674	Radio Equipment	\$0	\$0	\$0	\$15,000
40694	Portable Toilet	\$0	\$0	\$0	\$8,000
Sub Total - CAPITAL WORKS		\$0	\$43,747	\$0	\$1,418,000
Total - TRANSPORT		\$0	\$43,747	\$0	\$1,418,000
PLANT AND EQUIPMENT OTHER PROPERTY & SERVICES					
CAPITAL EXPENDITURE					
40154	DCEO Vehicle GN001	\$0	\$0	\$0	\$60,000
40164	Pool Vehicle GN002	\$0	\$36,539	\$0	\$0
Sub Total - CAPITAL WORKS		\$0	\$36,539	\$0	\$60,000
Total - OTHER PROPERTY & SERVICES		\$0	\$36,539	\$0	\$60,000
Total - PLANT AND EQUIPMENT		\$0	\$80,287	\$0	\$1,533,000

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
 Income Expenditure

		Budget	Actual	Income	Expenditure
ROAD INFRASTRUCTURE CAPITAL					
ROAD CONSTRUCTION					
Roads To Recovery Projects					
38014	RR040				
38014	RR060				
38014	RR066				
38014	RR103				
38004	Regional Road Group Projects				
38004	RG001				
38004	RG044				
Commonwealth Local Roads Community infrastructure Program					
38204	LRCIP - Road Project				
Municipal Road Construction Projects					
Road Reseals					
38104	RS001				
38104	RS007				
38104	RS019				
38104	RS033				
38104	RS035				
38094	Council Gravelsheet Road Program				
38094	GS079				
38094	GS131				
Sub Total - CAPITAL WORKS					
Total - ROADS					
Total - INFRASTRUCTURE ASSETS ROADS					

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L	JOB	YTD COMPARATIVES PERIOD 02 31 AUGUST 2023		ADOPTED BUDGET 2023-24	
		Budget	Actual	Income	Expenditure
SEWERAGE					
26014	Ongerup Waste Water Ponds	\$0	\$0	\$0	\$20,000
	Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$20,000
	Total - COMMUNITY AMENITIES - SEWERAGE	\$0	\$0	\$0	\$20,000
	Total - SEWERAGE ASSETS	\$0	\$0	\$0	\$20,000
PARKS & OVALS					
33154	Weir Park Improvements	\$0	\$0	\$0	\$10,000
33174	Nobarach Community Park Capital	\$0	\$0	\$0	\$60,000
	Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$70,000
	Total - PARKS & OVALS	\$0	\$0	\$0	\$70,000
	Total - INFRASTRUCTURE ASSETS - PARKS & OVALS	\$0	\$0	\$0	\$70,000

Shire of Gnowangerup
MONTHLY FINANCIAL REPORT

Details By Function Under The Following Program Titles
 And Type Of Activities Within The Programme

G/L JOB

YTD COMPARATIVES
PERIOD 02
31 AUGUST 2023
 Budget Actual

ADOPTED BUDGET
2023-24
 Income Expenditure

		Budget	Actual	Income	Expenditure
INFRASTRUCTURE OTHER					
RECREATION & CULTURE					
33804	REC & CULTURE - OTHER INFRASTRUCTURE CAPITAL				
33804	CPK01 Ongerup Sports Complex - Car Park Improvements	\$0	\$539	\$0	\$45,000
	Sub Total - CAPITAL WORKS	\$0	\$539	\$0	\$45,000
	Total - RECREATION & CULTURE	\$0	\$539	\$0	\$45,000
INFRASTRUCTURE OTHER					
TRANSPORT					
38604	Footbridge - Park Road	\$0	\$0	\$0	\$80,000
	Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$80,000
	Total - TRANSPORT	\$0	\$0	\$0	\$80,000
INFRASTRUCTURE OTHER					
ECONOMIC SERVICES					
51114	Stutley Dam Capital Expenditure	\$0	\$0	\$0	\$62,270
	Sub Total - CAPITAL WORKS	\$0	\$0	\$0	\$62,270
	Total - ECONOMIC SERVICES	\$0	\$0	\$0	\$62,270
	Total - INFRASTRUCTURE ASSETS - OTHER	\$0	\$539	\$0	\$187,270
	GRAND TOTALS	(\$6,811,051)	(\$7,133,261)	(\$11,355,418)	\$11,355,418

REPORTS FOR DECISION

12. REPORT FOR DECISION – CONFIDENTIAL ITEMS

Nil

OTHER BUSINESS AND CLOSING PROCEDURES

13. URGENT BUSINESS INTRODUCED BY DECISION OF COUNCIL

14. MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15. DATE OF NEXT MEETING

The next Ordinary Council Meeting will be held on the 25th October 2023.

The next Special Meeting of Council will be held on the 25th October 2023

16. CLOSURE

The Shire President thanks Council and staff for their time and declares the meeting closed at _____ pm.