



**Ordinary Council Meeting
 Attachments**

Tuesday, 26 May 2020 at 3.30pm

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Register of Policies



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1. Governance



1.1 Policy Manual Amendments

| | |
|------------|---|
| Policy | Additions, deletions or amendment to Council Policy shall only be effected by a specific Council resolution stating the proposed policy and that the manual be updated. |
| Objective | To ensure that the Policy Manual is up to date, relevant and reflects only Council’s specific instructions. |
| Guidelines | If it is not in the Policy Manual, it may be usual practice, but it is not Policy. Unless it is specifically stated that the authority is to be included in the Policy Manual, it will be assumed that the authority to act is for a specific matter and not a general or ongoing Policy. |

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|--------------------|--|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.2 Elected Members Fees & Allowances

| | |
|------------|---|
| Policy | <p>Elected Members Fees and Allowances are set annually during budget deliberations.</p> <p>The Elected Members Fees, President’s and Deputy President’s allowance, as set in Council’s annual budget, is to be paid quarterly in arrears.</p> |
| Objective | To ensure that the Elected Members Fees & Allowances are paid at regular intervals. |
| Guidelines | <p>Payment arranged by the Deputy Chief Executive Officer/Manager Corporate Services.</p> <p>Payment to be made quarterly.</p> <p><i>Local Government Act 1995 – Section 5.98(5)</i> <i>Local Government (Administration) Regulations – Reg 33</i></p> |

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|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.3 Council Committee Reception Area

| | |
|------------|---|
| Policy | The Council Committee/Reception area is to be used only for Council related activities. |
| Objective | To control access and use of Council facilities. |
| Guidelines | Activities not clearly meeting the criteria, but involving a Councillor or staff member, may be approved by the President or Chief Executive Officer. |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.4 Administration Centre Opening Hours

| | |
|------------|---|
| Policy | The Administration Centre shall be open to the general public from 8.30am to 4.30pm, five (5) days per week, excluding weekends, public holidays and the Christmas closure period. |
| Objective | To control access and use of Council facilities. |
| Guidelines | Activities not clearly meeting the criteria, but involving a Councillor or staff member, may be approved by the President or Chief Executive Officer. |

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|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.5 Christmas/New Year Closure of Council Facilities

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|-----------|---|
| Policy | <p>The Administration Centre, Discovery/Library and Depot will be closed for business from 3.00pm on the last working day before Christmas and re-open on the first working day following New Year’s Day.</p> <p>Shire employees will take leave entitlements during this closure period for those days that are not designated public holidays.</p> <p>An outside skeleton crew is to be on duty during this closure period.</p> |
| Objective | <p>This policy is for the authorisation for the Administration Centre, Discovery/Library and Depot to close over the Christmas and New Year period.</p> |

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|--------------------|--|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.6 Members Travel Expenses

| | |
|------------|---|
| Policy | <p>Council shall reimburse Members for travel to Council meetings and other Council business approved by Council or the President.</p> <p>Reimbursement of travel expenses, if claimed by the Councillor, is to be made in accordance with the Public Service Award 1992 Schedule F.</p> <p>The rates in Schedule F – Motor Vehicle Allowance are to be as per the South West Land Division.</p> <p>Claims will be reimbursed on a quarterly basis in the months of July, October, January and April.</p> |
| Objective | To set Councillor’s expense parameters when travelling on official business. |
| Guidelines | Claims for expenses are to be forwarded to the Deputy Chief Executive Officer/ Manager Corporate Services . |

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|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.7 Elected Members Conference/Course Attendance and Partners Expenses

| | |
|------------|--|
| Policy | <p>Council shall pay registration fees for elected members attending approved conferences.</p> <p>Council shall not pay conference registration fees for partners.</p> |
| Objective | To clarify what costs can be incurred/recouped by elected members. |
| Guidelines | Members wishing to attend a course/conference will obtain Council resolution at a convened meeting. Elected members will seek authority from the Shire President and Chief Executive Officer before committing approval of registration. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.8 Elected Members Accommodation/Meal Expenses

| | |
|------------|---|
| Policy | <p>Council shall pay all accommodation costs for elected members and partners plus in house meal expenses up to \$200 per day.</p> <p>On those days where no accommodation is required, meal expenses as evidenced by receipts, shall be reimbursed.</p> <p>Council shall pay WALGA conference dinner expenses for elected members and partners subject to prior approval by Council.</p> |
| Objective | To clarify what costs can be incurred/recouped by elected members. |
| Guidelines | <p>Members wishing to attend a course/conference will obtain Council resolution at a convened meeting of Council prior to committing to attend.</p> <p>In circumstances requiring a decision before the next monthly Council meeting, elected members will seek authority from the Shire President and Chief Executive Officer.</p> |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.9 Code of Conduct

| | |
|------------|---|
| Policy | The Code of Conduct for Elected members and employees on the following pages is adopted as policy. |
| Objective | Council is required under the provision of the <i>Local Government Act 1995</i> to adopt such a policy. |
| Guidelines | <i>Local Government Act 1195 – s5.103 Code of Conduct</i> <i>Local Government Act 1995 – s5.82 Gifts</i> <i>Local Government (Administration) Regulations 1996 – reg.34B</i> <i>Local Government Rules of Conduct Regulations 2007</i> |

Preamble

The Code of Conduct provides Council members and staff of the Shire of Dalwallinu with consistent guidelines for an acceptable standard of professional conduct. The Code addresses in a concise manner the broader issues of ethical responsibility and encourages greater transparency and accountability.

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

- a) Better decision making;
- b) Greater community participation in the decisions and affairs of the Council;
- c) Greater accountability of the Council to its community; and
- d) More efficient and effective local government

The Code provides a guide and a basis of expectations for Council members and staff. It encourages a commitment to ethical and professional behavior and outlines principles in which individual and collective Local Government responsibilities may be based.

Statutory Environment

The Code of Conduct observes statutory requirements of the *Local Government Act 1995* (s5.103 – Codes of Conduct) and *Local Government (Administration) Regulations 1996* (Regs 34B and 34C).



Rules of Conduct

Council members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with prescribed rules of conduct as described in the *Local Government Act 1995* and *Local Government (Rules of Conduct) Regulations 2007*.

1. ROLES

1.1 Role of Council Members

A Council Members primary role is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future for the Shire of Dalwallinu will be the focus of the Councillor's public life.

The Role of Council Members as set out in S 2.10 of the *Local Government Act 1995* follows:

"A Councillor —

- (a) Represents the interests of electors, ratepayers and residents of the district;*
- (b) provides leadership and guidance to the community in the district;*
- (c) facilitates communication between the community and the council;*
- (d) participates in the local government's decision-making processes at council and committee meetings; and*
- (e) performs such other functions as are given to a Councillor by this Act or any other written law."*

A Council Member is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives.

In fulfilling the various roles, Council Members' activities will focus on:

- Achieving a balance in the diversity of community views to develop an overall strategy for the future of the community;
- Achieving sound financial management and accountability in relation to the Council's finances;
- Ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
- Working with other governments and organisations to achieve benefits for the community at both a local and regional level;
- Having an awareness of the statutory obligations imposed on Council Members and on the Shire of Dalwallinu.



In carrying out its functions a local government is to use its best endeavors to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

1.2 Role of Employees

The role of employees is determined by the functions of the CEO as set out in S 5.41 of the *Local Government Act 1995* :-

“The CEO’s functions are to —

- (a) advise the council in relation to the functions of a local government under this Act and other written laws;*
- (b) ensure that advice and information is available to the council so that informed decisions can be made;*
- (c) cause council decisions to be implemented;*
- (d) manage the day to day operations of the local government;*
- (e) liaise with the mayor or president on the local government’s affairs and the performance of the local government’s functions;*
- (f) speak on behalf of the local government if the mayor or president agrees;*
- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to S 5.37(2) in relation to senior employees);*
- (h) ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and*
- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO.”*



1.3 Role of Council

The Role of the Council is in accordance with S 2.7 of the *Local Government Act 1995*:

“(1) The council —

- (a) governs the local government’s affairs; and*
- (b) is responsible for the performance of the local government’s functions.*

(2) Without limiting subsection (1), the council is to —

- (a) oversee the allocation of the local government’s finances and resources; and*
- (b) determine the local government’s policies.”*

1.4 Principles affecting the employment of employees by the Shire

The following principles, set out in section 5.40 of the Act, apply to the employment of the Shire’s employees:

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

1.5 Relationships between Council Members and Employees

An effective Councillor will work as part of the Council team with the Chief Executive Officer and other members of staff. That teamwork will only occur if Council Members and employees have a mutual respect and co-operate with each other to achieve the Council’s corporate goals and implement the Council’s strategies. To achieve that position, Council Members need to observe their statutory obligations which include, but are not limited to, the following –



- accept that their role is a leadership, not a management or administrative one;
- acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
- refrain from publicly criticising employees in a way that casts aspersions on their professional competence and credibility.

2. CONFLICT AND DISCLOSURE OF INTEREST

2.1 Conflict of Interest

- a) Council Members and employees will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- b) Employees will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Local Government, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- c) Council Members and employees will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing in land within the Shire of Dalwallinu or which may otherwise conflict with the Council's functions (other than purchasing the principal place of residence);
- d) Council Members and employees who exercise recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.
- e) Employees will refrain from partisan political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity. An individual's rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination and this is supported by anti-discriminatory legislation.

2.2 Financial Interest

Council Members and employees will adopt the principles of disclosure of financial interests as contained within the *Local Government Act 1995*.

2.3 Disclosure of Interest

Definition :

In this clause, and in accordance with Regulation 34C of the Local Government (Administration) Regulations 1996 -

“interest” means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

- (a) A person who is an employee and who has an interest in any matter to be discussed at a Council or Committee meeting attended by the person is required to disclose the nature of the interest -
 - (i) in a written notice given to the CEO before the meeting; or
 - (ii) at the meeting immediately before the matter is discussed.



- (b) A person who is an employee and who has given, or will give, advice in respect of any matter to be discussed at a Council or Committee meeting not attended by the person is required to disclose the nature of any interest the person has in the matter -
 - (i) in a written notice given to the CEO before the meeting; or
 - (ii) at the time the advice is given.
- (c) A requirement described under items (a) and (b) exclude an interest referred to in Section 5.60 of the *Local Government Act 1995*.
- (d) A person is excused from a requirement made under items (a) or (b) to disclose the nature of an interest if -
 - (i) the person's failure to disclose occurs because the person did not know he or she had an interest in the matter; or
 - (ii) the person's failure to disclose occurs because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person discloses the nature of the interest as soon as possible after becoming aware of the discussion of a matter of that kind.
- (e) If a person who is an employee makes a disclosure in a written notice given to the CEO before a meeting to comply with requirements of items (a) or (b), then -
 - (i) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
 - (ii) immediately before a matter to which the disclosure relates is discussed at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present.
- (f) If -
 - (i) to comply with a requirement made under item (a), the nature of a person's interest in a matter is disclosed at a meeting; or
 - (ii) a disclosure is made as described in item (d)(ii) at a meeting; or
 - (iii) to comply with a requirement made under item (e)(ii), a notice disclosing the nature of a person's interest in a matter is brought to the attention of the persons present at a meeting, the nature of the interest is to be recorded in the minutes of the meeting.

3 PERSONAL BENEFIT

3.1 Use of Confidential Information

Council Members and employees shall not use confidential information to gain improper advantage for themselves or for any other person or body, in ways which are inconsistent with their obligation to act impartially and in good faith, or to improperly cause harm, detriment or impairment to any person, body, or the Council.

Due discretion shall be exercised by all those who have access to confidential or sensitive information. Every matter dealt with by, or brought before, a meeting sitting behind closed doors, shall be treated as strictly confidential, and shall not without the authority of the Council be disclosed to any person other than the Council members and/or employees of the Shire (and in the case of employees only so far as may be necessary for the performance of their duties) prior to the discussion of the matter at a meeting of the Council held with open doors.



Nothing in this section prevents a Council member or officer from disclosing confidential information:

- to a legal practitioner for the purpose of obtaining legal advice; or
- if the disclosure is permitted by law.

3.2 Intellectual Property

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

3.3 Improper or Undue Influence

Council Members and employees will not take advantage of their position to improperly influence other members or employees in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

Council Members and employees shall not take advantage of their position to improperly influence any other person in order to gain undue or improper (direct or indirect) advantage or gain, pecuniary or otherwise, for themselves or for any other person or body. Similarly, Council members, and employees shall not take advantage of their positions to improperly disadvantage or cause detriment to the local government or any other person.

3.4 Gifts - Employees

Definitions :

In this clause, and in accordance with Regulation 34B of the Local Government (Administration) Regulations 1996 -

“activity involving a local government discretion” means an activity -

- (a) that cannot be undertaken without an authorisation from the local government; or*
- (b) by way of a commercial dealing with the local government;*

“gift” has the meaning given to that term in S 5.57 except that it does not include -

- (a) a gift from a relative as defined in S 5.74(1); or*
- (b) a gift that must be disclosed under Regulation 30B of the Local Government (Elections) Regulations 1997; or*
- (c) a gift from a statutory authority, government instrumentality or non-profit association for professional training;*



- (d) *a gift from WALGA, the Australian Local Government Association Limited (ABN 31 008 613 876) or the Local Government Professionals Australia WA (ABN 91 208 607 072)*

“notifiable gift”, in relation to a person who is an employee, means -

- (a) *a gift worth between \$50 and \$300; or*
- (b) *a gift that is one of 2 or more gifts given to the employee by the same person within a period of 6 months that are in total worth between \$50 and \$300;*

“prohibited gift”, in relation to a person who is an employee, means -

- (a) *a gift worth \$300 or more; or*
- (b) *a gift that is one of 2 or more gifts given to the employee by the same person within a period of 6 months that are in total worth \$300 or more.*
- (a) A person who is an employee is to refrain from accepting a prohibited gift from a person who -
- (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion.
- (b) A person who is an employee and who accepts a notifiable gift from a person who -
- (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion,
- is to notify the CEO, in accordance with item (c) and within 10 days of accepting the gift, of the acceptance.
- (c) The notification of the acceptance of a notifiable gift must be in writing and include -
- (i) the name of the person who gave the gift; and
- (ii) the date on which the gift was accepted; and
- (iii) a description, and the estimated value, of the gift; and
- (iv) the nature of the relationship between the person who is an employee and the person who gave the gift; and



- (v) if the gift is a notifiable gift under paragraph (b) of the definition of “notifiable gift” (whether or not it is also a notifiable gift under paragraph (a) of that definition) –
- (1) a description; and
 - (2) the estimated value; and
 - (3) the date of acceptance,
- of each other gift accepted within the 6 month period.
- (d) The CEO is to maintain a register of notifiable gifts and record in it details of notifications given to comply with a requirement made under item (c).
- (e) This clause does not apply to gifts received from a relative (as defined in S 5.74(1) of the *Local Government Act 1995*) or an electoral gift (to which other disclosure provisions apply).
- (f) This clause does not prevent the acceptance of a gift on behalf of the local government in the course of performing professional or ceremonial duties in circumstances where the gift is presented in whole to the CEO, entered into the Register of Notifiable Gifts and used or retained exclusively for the benefit of the local government.

4 CONDUCT OF COUNCIL MEMBERS

4.1 Personal Behaviour

- (a) Council Members and employees will:
- act, and be seen to act, properly and in accordance with the requirements of the law and the terms of this Code;
 - perform their duties impartially and in the best interests of the Shire of Dalwallinu and the community;
 - act in good faith (i.e. honestly, for the proper purpose and without exceeding their powers) in the interests of the Shire of Dalwallinu and the community;
 - make no allegations which are improper or derogatory (unless true and in the public interest) and refrain from any conduct, in the performance of their official duties, which may cause any reasonable person unwarranted offence or embarrassment; and,
 - always act in accordance with their obligation of fidelity to the Shire of Dalwallinu.



- (b) Members will represent and promote the interests of the Shire of Dalwallinu, while recognising their special duty to their own constituents.

4.2 Honesty and Integrity

Members and employees will:

- (a) observe the highest standards of honesty and integrity and avoid conduct which might suggest any departure from these standards;
- (b) bring to notice of the President any dishonesty or possible dishonesty on the part of any other member and, in the case of an employee, to the Chief Executive Officer;
- (c) Be frank and honest in their official dealing with each other.

4.3 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 Dalwallinu, its Council Members, employees or contractors, which breach this Code of Conduct.
- (c) Council Member comments which become public and breach the *Local Government (Rules of Conduct) Regulations 2007* may constitute a breach of the *Local Government Act 1995* and may be referred for investigation.
- (d) 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*.

4.4 Performance of Duties

- (a) While on Duty, employees will give their whole time and attention to the Shire of Dalwallinu's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Shire of Dalwallinu.
- (b) Council Members will at all times exercise reasonable care and diligence in their decision making but treating all matters on individual merits. Council members will be as informed as possible about the functions of the Council, and treat all members of the community honestly and fairly.



4.5 Compliance with Lawful Orders

- (a) Council Members and employees will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution cannot be achieved, with the Chief Executive Officer.
- (b) Council Members and employees will give effect to the lawful decisions and policies of the Shire of Dalwallinu, whether or not they agree with or approve of them.

4.6 Administrative and Management Practices

Council Members and employees will ensure compliance with proper and reasonable administrative practices and conduct and professional and responsible management practices.

4.7 Corporate Obligations

(a) Standard of Dress

Council Members and employees are expected to comply with neat and responsible dress standards at all times. Accordingly:

- (i) Council Members will dress in a manner appropriate to their position, in particular when attending meetings or representing the Shire of Dalwallinu in an official capacity;
- (ii) Management reserves the right to adopt policies relating to corporate dress and to raise the issue of dress with individual employees.

(b) Communication and Public Relations

- (i) All aspects of communication by employees (including verbal, written or personal), involving the Shire of Dalwallinu should reflect the status and objectives of the Shire of Dalwallinu. Communications should be accurate, polite and professional.
- (ii) As a representative of the community, Council members need to be not only responsive to community views, but to adequately communicate the attitudes and decision of the Council. In doing so Council Members should acknowledge that:
 - as a member of the Council there is respect for the decision making processes of the Council which are based on a decision of the majority of the Council;
 - information of a confidential nature ought not be communicated until it is no longer treated as confidential;



- information relating to decisions of the Council on approvals, permits and so on ought only be communicated in an official capacity by a designated officer of the Council
 - information concerning adopted policies, procedures and decision of the Council is conveyed accurately.
- (iii) Committee Members accept and acknowledge it is their responsibility to observe any direction the Local Government may adopt in terms of advancing and promoting the objectives of the Committee to which they have been appointed.

4.8 Appointments to Committees

As part of their respective role Council Members are often asked to represent Council on external organisations. It is important that Council Members:

- Clearly understand the basis of their appointment; and
- Provide regular reports on the activities of the organisation.

5 DEALING WITH COUNCIL PROPERTY

5.1 Use of Local Government Resources

Council Members and employees will:

- Be scrupulously honest in their use of the Shire of Dalwallinu's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- Use the Shire of Dalwallinu resources entrusted to them effectively and economically in the course of their duties; and
- Not use the Shire of Dalwallinu's resources (including the services of Council employees) for private purposes (other than when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

5.2 Travelling and Sustenance Expenses

Council Members and employees will only claim or accept travelling and sustenance expenses arising out of travel related matters which have a direct bearing on the services, policies or business of the Shire of Dalwallinu in accordance Council policy, awards and the provisions of the *Local Government Act 1995*.

5.3 Access to Information

- (a) Employees will ensure that Members are given access to all information necessary for them to properly perform their functions and comply with their responsibilities;



- (b) Council Members will ensure that information provided will be used properly and to assist in the process of making reasonable and informed decisions on matters before the Council.

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.10 Legal Representation Cost Indemnification

Policy

The Shire may provide financial assistance to elected members and employees in connection with the performance of their duties provided that the elected member or employee has acted reasonably and has not acted dishonestly, against the interest of the Shire or otherwise in bad faith.

The Shire pay provide such assistance in the following types of legal proceedings:

- Proceedings brought by elected members and employees to enable them to carry out their local government functions (e.g. where an Elected member or employee seeks a restraining order against a person using threatening behaviour)
- Proceedings brought against Elected Members or employees (this could be in relation to a decision of Council or an employee which aggrieves another person (e.g refusing a development applications) or where the conduct of an Elected member or employee in carry out his or her functions is considered detrimental to the person (e.g defending defamation actions).
- Statutory or other inquiries where representation of an Elected member or employee is justified.

The Shire will not support any defamation actions seeking the payment of damages for individual Elected Members or employees in regard to comments or criticisms levelled at their conducti in the respective roles. Elected members or employees are not precluded, however, from taking their own private action. Further, the Shire, through the Chief Executive Officer, may seek its own advice on any aspect relating to such comments and criticisms of relevance to it.

The legal services, the subject of assistance under this policy will usually be provided by the Shire’s solicitors. Where this is not appropriate for practical reasons or because of a conflict of interest, then the service may be provided by other solicitors at the Chief Executive Officer’s discretion.

Applications for financial assistance

1. Subject to item e) below, decision as to financial assistance under this policy are to be made by Council.



2. An Elected member or employee requesting personal financial support for legal services under this policy is to make an application in writing, where possible in advance, to the Chief Executive Officer, providing full details of the circumstances of the matter and the legal services required. See (f) below).
3. An application to the Council is to be accompanied by an assessment of the request and with a recommendation which has been prepared by, or on behalf of, the Chief Executive Officer.
4. An Elected member or employee requesting financial support for legal services, or any other person who might have a financial interest in the matter, should take care to ensure compliance with the financial interest provisions of the *Local Government Act 1995*.
5. Where there is a need for the provision of urgent legal services before an application can be considered by Council, the Chief Executive Officer may give authorisation to the value of \$5,000.
6. Where it is the Chief Executive Officer which is seeking urgent financial support for legal services, the Council shall deal with the application.
7. The Elected member or employee shall sign an agreement between him or her and the Shire, agreeing that the financial assistance shall be provided on the terms and conditions of this policy.

Repayment of assistance

1. Any amount recovered by an Elected member or employee in proceedings, whether for costs or damages, will be off set against any monies paid or payable by the Shire.
2. Assistance will be withdrawn where the Council determines, upon legal advice that a person has acted dishonestly.
3. Where assistance is so withdrawn, the person who obtained financial support is to repay any monies already provided. The Shire may take action to recover any such monies in a court of competent jurisdiction.



Objective

This policy aims to protect the interests of individual Elected members and employees (including past elected members and former employees), where they become involved in civil legal proceedings because of their official functions. In most situations, the Shire may assist the individual in meeting reasonable expenses and any liabilities incurred in relation to those proceedings.

In each case, it will be necessary to determine whether assistance with legal costs and other liabilities is justified for the good government of the Shire of Dalwallinu.

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| Person Responsible | Chief Executive Officer |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.11 Honorary Freeman of the Municipality

Policy Subject to the eligibility and selection criteria of this policy being met, Council may, by resolution, confer the title of ‘Honorary Freeman of the Municipality’ or ‘Freeman of the Municipality’ to a person who has rendered exceptional services to the community.

The process for nomination and selection for the title are as follows:

Eligibility Criteria for ‘Freeman of the Municipality’

Nominees for the conferring of the title ‘Freeman of the Municipality’ should have lived within the Shire of Dalwallinu for a significant number of years (significant is taken to mean at least twenty (20) years) and who have given extensive and distinguished service to the community (e.g. service to other organisations, voluntary and community groups) in a largely voluntary capacity.

Selection Criteria

Nominees are to be judged on their record of service to the community. The selection criteria are to include:

- a) Length of service in a field (or fields) of activity;
- b) Level of commitment to the field (or fields) of activity;
- c) Personal leadership qualities;
- d) Benefits to the community of the Shire of Dalwallinu resulting from the nominee’s work;
- e) Specific achievements of the nominee

Nomination Procedure

- a) Nominations are to be made by Elected members, individuals or organisations and are to be supported by at least one third of the number of Elected members of the Shire of Dalwallinu;
- b) Nominations are to be made in the strictest confidence without the knowledge of the nominee;
- c) On receipt of a nomination, the Chief Executive Officer is to present an agenda item to Council. The matter is to be considered behind closed doors;
- d) Once Council has accepted the nomination, the nominee shall be contacted by the Chief Executive Officer on a confidential basis to determine whether the award will be accepted. Should a nominee decline to accept the award, all Elected members will be informed and the matter will lapse;



- e) Once a nomination has been accepted by Council, the nominees and any person(s) or organisation(s) involved in the nomination are to be informed of the decision and a media realised is to be distributed.

Title of 'Honorary Freeman of the Municipality'

A person who has acted as President of the Shire of Dalwallinu for a period of eight (8) consecutive years is to be made an Honorary Freeman automatically in recognition of their service and leadership given to the Shire.

A person who has acted as an Elected member at the Shire of Dalwallinu for a period of twenty (20) years is to be made an Honorary Freeman automatically in recognition of their service and leadership given to the Shire.

Awarding the Titles

The formal conferring of these titles is to be carried out with a reception by Council. This may be a special reception for this purpose, or the ceremony may form a focal point of any other suitable reception host by Council. The decision on the occasion and format of the ceremony is to rest with the President, in consultation with the Chief Executive Officer.

Privileges

The recipient shall be presented with a special badge depicting 'Honorary Freeman' or 'Freeman of the Shire', together with a plaque and certificate to commemorate receiving the award.

The successful nominee is to have their name displayed on the Shire's Honour Board.

Freeman and Honorary Freeman shall be invited to attend civic functions of the Shire at the discretion of the President.

Revocation of Title of Freeman or Honorary Freeman

Council, by resolution, shall have the ability to revoke the title bestowed upon a person if;

A criminal matter for which the Freeman or Honorary Freeman in question was found guilty of, or for any other matter, was considered by Council to have caused embarrassment to the Shire or that the ongoing recognition of such a title on this person by the Shire was inappropriate.



The removal of the name from the Honour Board and other places and any other such items will be at the discretion of Council and conducted through liaison with the Chief Executive Officer.

Objective This policy stipulates the procedure for the nomination, selection and awarding of the prestigious title to a person designated as ‘Honorary Freeman’ or ‘Freeman’ of the Shire of Dalwallinu.

Guidelines This policy may bestow the title upon any person who has served the Shire of Dalwallinu community in an exceptional and meritorious manner, and whose activities have substantially improved the quality of life of the Shire’s residents.

Freeman means a person which has been bestowed certain privileges by the Shire.

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.12 Use of Common Seal

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| Policy | A document is validly executed by the Shire of Dalwallinu when the seal of the Shire is affixed to it by the President and the Chief Executive Officer, and the President and Chief Executive Officer attest the fixing of the seal. |
| Objective | To validate the procedure for the executive of legal documents. |
| Guidelines | The authority to affix the Common Seal must be by Council Resolution. (<i>Local Government Act 1995 – Section 9.49A (2)</i>). |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.13 Council Blazers

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| Policy | Council shall provide a blazer with the Shire of Dalwallinu logo on the pocket to each elected member. |
| Objective | To provide uniform attire for Members reflecting their office as a Councillor. |
| Guidelines | After (8) years' service, when re-elected for a further term, should the original blazer show significant wear and deterioration, it is considered appropriate that it be replaced. |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.14 Occupational Health and Safety

Policy The Shire of Dalwallinu regards the promotion of sound and effective occupational Safety and Health practices as a common objective for the Chief Executive Officer, Managers, Supervisors, Employees and Contractors.

This policy is to ensure that every employee and contractor works in an environment where direct efforts are made to prevent accidents, injury and disruption to employee’s health from foreseeable work hazard.

Objective

- Providing and maintain a safe working environment;
- Providing adequate training and instruction to enable employees to perform their work safely and effectively;
- Investing all actual and potentially injurious occurrences in order to eliminate the cause, and reduce the level of risk;
- Compliance with As/NZs 4801 Occupational Health and Safety management Systems audit tool;
- Compliance with Occupational Safety and Health (OSH) Act 1984, 2005 amendments and Regulations 1995, relevant OSH Australian Standards, Codes of Practice and Guidance Notes.

Guidelines Local Government Insurance Services Occupational Safety and Health Management Systems Manual.

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| Person Responsible | Manager Planning & Development Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.15 Media and Communications

Policy The President is the spokesperson on all Local Government policy and decision making matters and the Chief Executive Officer is the spokesperson on all administration matters.

Objective To ensure that a consistent message is portrayed to the media and community.

Guidelines The role of the President is to speak on behalf of the Local Government (*Local Government Act 1995 – Section 2.8(1)(d)*)

The purpose is for a single person to provide a consistent explanation and be answerable to Council for its accuracy and consequences. All media releases are to be authorised by the President and no comments are to be provided by other Shire persons as background information, even if comments are deemed to be off the record.

The role of the Chief Executive Officer is to officially advise the parliamentarians, government agencies, affected parties and the public of Council policy and to refrain from engaging in discussion or debate on the merits or otherwise of Council motions/policy. The Chief Executive Officer is to be responsible for the public communications necessary to implement and administer Council motions/policy and be the Shires spokesperson on all administration matters.

The Chief Executive Officer is to ensure that Council is provided with general details of the Facebook communications, the resources that are required to maintain it and whether it provides a useful purpose.

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



1.16 Gravel Quarry Pits

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| Policy | A gravel quarry plan is to be developed for each gravel pit before the commencement of the removal of gravel. |
| Objective | To ensure that gravel pits are rehabilitated correctly at the end of their life. |
| Guidelines | <p>Before commencement of a new gravel pit, a plan is to be developed addressing the following issues:</p> <ul style="list-style-type: none"> • The removal, storage and retention of the topsoil • The proposed replacement of the topsoil at the end of the useful pit life • The expected rehabilitation outcome. |

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| Person Responsible | Manager Works & Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



1.17 Attendance at Events by Elected Members, Chief Executive Officer & Employees

Policy This policy applied to Elected Members, the Chief Executive Officer and all employees of the Shire of Dalwallinu (the Shire) in their capacity as an Elected Member or employee of the Shire.

Elected Members, the Chief Executive Officer and Managers occasionally receive tickets or invitations to attend events to represent the Shire to fulfil their leadership roles in the community. The event may be a paid event or a ticket/invitation may be gifted in kind, or indeed it may be to a free/open invitation for the community in general.

1. Pre- Approved Events

In order to meet the policy requirements, tickets and invitations to events must be received by the Shire (as opposed to in the name of a specific person in their role with the Shire).

Note: Individual tickets and associated hospitality with a dollar value above \$500 (inclusive of GST and if relevant, travel) provided to the Shire are to be referred to Council for determination.

The Shire approves attendance at the following events by Elected Members, the Chief Executive Officer and employees of the Shire:

1. Advocacy, lobbying or Members of Parliament or Ministerial briefings (Elected Members, the Chief Executive Officer and Managers only);
2. Meetings of clubs or organisations within the Shire of Dalwallinu;
3. Any free event held within the Shire of Dalwallinu;
4. Australian or West Australian Local Government events;
5. Events hosted by Clubs or Not for Profit Organisations within the Shire of Dalwallinu to which the Shire president, Elected members, Chief Executive Officer or employee has been officially invited;
6. Shire hosted ceremonies and functions;
7. Shire hosted events with employees;
8. Shire run tournaments or events;
9. Shire sponsored functions or events;
10. Community art exhibitions within the Shire of Dalwallinu or district;
11. Cultural events/festivals within the Shire of Dalwallinu or district;
12. Events run by a Local, State or Federal Government;
13. Events run by schools within the Shire of Dalwallinu;



14. Major professional bodies associated with local government at a local, state or federal level;
15. Opening or launch of an event or facility within the Shire of Dalwallinu or district;
16. Events run by WALGA, LGIS or a recognised WA based local government professional association;
17. Were Shire President, Elected Members or Chief Executive Officer representation has been formally requested.

All Elected Members, the Chief Executive Officer and employees with the approval of the Chief Executive Officer or their respective Manager, are entitled to attend a pre-approved event.

If there is a fee associated with a pre-approved event, the fee, including the attendance of a partner, may be paid for by the Shire out of the Shire's budget by way of reimbursement, unless the event is a conference which is dealt with under clause 4 of this policy.

If there are more Elected Members than tickets provided, then the Shire President shall allocate the tickets.

2. Approval Process

Where an invitation is received to an event that is not pre-approved, it may be submitted for approval prior to the event as follows:

- Events for the Shire President may be approved by the Deputy Shire President;
- Events for Elected Members may be approved by the Shire President;
- Events for the Chief Executive Officer may be approved by the Shire President; and
- Events for employees shall be approved by the Chief Executive Officer.

Considerations for approval of the event include:

- Any justification provided by the applicant when the event is submitted for approval;
- The benefit to the Shire of the person attending;
- Alignment to the Shire's strategic objectives;
- The number of Shire representatives already approved to attend.

When an Elected Member has an event approved through this process and there is a fee associated with the event, then the cost of the event, including the attendance of a partner, is to be paid out of the Members Receptions budget.



Where the Chief Executive Officer or employee has an event approved through this process and there is a fee associated with the event, then the cost of the event is to be paid for out of the Shire's relevant budget line.

3. Non-Approved Events

Any event that is not pre-approved, is not submitted through any 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, Chief Executive Officer or employee pays the full ticketed price and does not seek reimbursement, then no action is required;

If the event is ticketed and the Elected Member, Chief Executive Officer or employee pays a discounted rate, or is provided with a free ticket(s) with a discount value, then the recipient must disclose receipt of the tickets (and any other associated hospitality) within ten (10) days to the Chief Executive Officer (or President for the Chief Executive Officer) if the discount or free value is greater than \$50 for employees, other than the Chief Executive Officer, and greater than \$300 for Elected Members and the Chief Executive Officer.

4. Conference Registration, Bookings, Payments and Expenses

Shall be dealt with in accordance with Council Policy 1.7, 1.8 and 4.15.

5. Dispute Resolution

All disputes regarding the approval of attendance at events are to be resolved by the Shire President in relation to Elected Members and the Chief Executive Officer and the Chief Executive Officer in relation to other employees.

PROCEDURES

Organisations that desire attendance at an event by a particular person (s), such as the President, Deputy President, Elected Member, Chief Executive Officer or particular officer of the Shire, should clearly indicate that on the offer, together with what is expected of that individual, should they be available and whether the invite/offer or ticket is transferable to another Shire representative.

Free or discounted invitations/offers or tickets that are provided to the Shire without denotation as to who they are for, are to be provided to the Chief Executive Officer and attendance determined by the Chief Executive Officer in liaison with the Shire President, based on relative benefit to the organisation in attending the event, the overall cost in attending the event, inclusive of travel or accommodation, availability of representatives, and the expected role of the relevant Elected Member or employee.



Forms and Templates

Declaration of Gifts/Contributions to Travel Form is required to be completed and lodged within ten (10) days if the gift is provided in their name due to or part of their role with the Shire of Dalwallinu as follows:

- If the gift is provided to the Elected Member and the discount or free value is over \$300 (inclusive of GST), with the Chief Executive Officer;
- If the gift is provided to the Chief Executive Officer and the discount or free value is over \$300 (inclusive of GST) with the Shire President; and
- If the gift is provided to an employee, other than the Chief Executive Officer, and the discount or free value is over \$50 (inclusive of GST) with the Chief Executive Officer.

Objective The Shire of Dalwallinu is required under the *Local Government Act 1995* to approve and report on attendance at events for Elected Members and the Chief Executive Officer. The purpose of this policy is to outline the process associated with attendance at an event.

This policy addresses attendance at any events, including concerts, 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 Elected Members, the Chief Executive Officer and other employees.

Attendance at an event in accordance with this policy will exclude the gift holder from the requirements to disclose a potential conflict of interest if the ticket is above \$300 (inclusive of GST) and the donor has a matter before Council. Any gift received that is \$300 or less (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest.

Note:

If an Elected Member receives a ticket in their name, in their role as an Elected Member, of \$300 or greater value, they are still required to comply with normal gift disclosure requirements.

Whilst the law permits gifts greater than \$300 to be accepted by the Chief Executive Officer (but not other employees), in their role with the Shire, the Chief Executive Officer and all other employees, by operation of this policy, are prohibited from accepting any gift greater than \$300, unless from the Shire as the organiser of the event, or as a gift pursuant to Section 5.50 of the *Local Government Act 1995* (gratuity on termination).

If the Chief Executive Officer or an employee receives a ticket in their name, in their role as an employee, of between \$50 and \$300, they are required to



comply with normal gift disclosure requirements and the Code of Conduct re notifiable and prohibited gifts.

Nothing in this policy shall be construed as diminishing the role of the Chief Executive Officer in approving attendance at activities or events by other employees that in the opinion of the Chief Executive Officer are appropriate, relevant and beneficial to the Shire of Dalwallinu and its employees.

Guidelines

Definitions

District: is defined as the Wheatbelt region of Western Australia

Elected Members: includes the Shire President and all Elected Members

In accordance with Section 5.90A of the *Local Government Act 1995*, an event is defined as a:

- Concert
- Conference
- Function
- Sporting Event
- Occasions prescribed by the *Local Government (Administration) Regulations 1996*

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| Person Responsible | Chief Executive Officer |
| History | New Policy February 2020 (M9508) |



2. Community Support



2.1 Charitable Works

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| Policy | All donations of “in kind” work exceeding \$1,000 in value, by way of use of Council staff and equipment, to charitable organisations is to be a decision of Council. |
| Objective | To determine the level of support and use of Council equipment for charitable purposes. |
| Guidelines | This excludes private works for which the Shire is to be reimbursed. |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



2.2 School Bus Subsidy – Swimming Lessons

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| Policy | Council will reimburse half (50%) of the cost of the bus hire to and from the Dalwallinu Aquatic Centre for the transportation of school children attending schools within the Shire. |
| Objective | <p>To encourage and assist school children from outlying schools within the Shire to attend term time swimming lessons in order to improve swimming ability and to learn basic life – saving techniques.</p> <p>To promote the Dalwallinu Aquatic Centre.</p> |
| Guidelines | Receipts for bus hire are to be provided. |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



2.3 Concessions – Hall Hire Charges – Not for profit groups

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| Policy | <p>There will be no subsidising, reducing or waiving of Council charges, unless upon written application and the Chief Executive Officer is of the opinion that the extenuating circumstances apply, in which the case the application will be considered on its merits by Council.</p> <p>Council may at its discretion authorise a donation to offset the hall hire charges.</p> |
| Objective | <p>To maintain the integrity of the Fees and Charges set in Councils annual budget.</p> |
| Guidelines | <p>Council heavily subsidises its fees and charges for the use of the recreation facilities and is of the view that no additional subsidy is warranted.</p> <p><i>Local Government Act 1995 – Section 6.16</i></p> <p>Shire of Dalwallinu Fees and Charges Schedule</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



2.4 Community Grants Scheme

Policy In recognition of the pivotal role that community groups and organisations play in developing vibrant and diverse communities, Council is committed to the provision of support and assistance through the Shire of Dalwallinu Community Grants Scheme. The Shire will make available a provision of \$20,000 in its annual budget. Community grant funding will consist of two rounds of funding in each financial year (\$10,000 available each round).

Provision of grants will be solely at the discretion of Council.

Objective To provide financial assistance to community based clubs and organisations.

Guidelines

Application

1. Applications, in writing, to be received and approved prior to commencement of the project;
2. Applicants to provide full details of the project and financial documentation of the actual or estimated cost;
3. Only one application for assistance towards one project will be assessed each financial year for the provision of minor sporting, recreation cultural or other project;
4. The applicant organisation must operate from the Shire of Dalwallinu and beneficiaries must be residents of the Shire of Dalwallinu;
5. Only groups who can demonstrate that they are a not for profit community organisation will be considered eligible for funding.

Funding amounts

For funding requests over \$500, a copy of your group's current financial statement must be attached;

1. Grants will be up to a maximum of 50% of total costs net of other grants, subsidies and donations;
2. The value of in kind work undertaken by volunteers may not exceed one third of the completed value of the project. The voluntary work should be described and valued at a rate of no more than \$20 per hour.



Retrospective Funding

1. No application for retrospective funds will be considered as part of this grant scheme;
2. Projects are not to commence before the announcement of successful applicants.

Eligible Projects

Projects will be considered if they can demonstrate that:

1. All other potential funding sources have been sought, and/or
2. They are able to demonstrate benefit to the wider community and/or
3. Provide benefit to Shire residents through recreational, social or cultural means.

Ineligible Projects

Some projects will be considered ineligible for funding through this scheme. These include:

1. Any project which is deemed by Council to be of direct benefit of a business, person or any other profit making venture, or any government department or agency (school P&C groups are excepted);
2. Projects that have already commenced;
3. Projects that cannot demonstrate a contribution by the group, organisation or community which will benefit from the granting of funds for the project;
4. Salaries or recurrent operational costs;
5. Any project submitted from a religious group, for a religious purpose or for the provision or improvements of religious infrastructure.

Other conditions

1. Council reserves the right to consider and allocate funds without the right of appeal.
2. Council reserves the right to request further information.
3. All applicants will be advised, in writing, of the success or otherwise of their application within one month of Councils decision.

Advertising

The Community Grants Scheme will be advertised to coincide with the opening of each funding round. The advertisement will be placed on



the Shire website and advertised in the Shire Newsletter, Totally Locally and Kalannie Kapers.

Funding agreement

If the organisation is successful in gaining grant assistance it will be expected to enter into a funding agreement. This will require the organisation to:

1. Adhere to the project budget as stated in the application. Significant variations need to be reported to the ~~Community Support Officer~~ Economic & Community Development Officer as soon as they are known to the organisation;
2. Expend the funds made available only on the agreed project, event or activity;
3. Provide the Shire with a statement of expenditure certified by the organisation's President and Treasurer, and copies of relevant invoices on completion of the project, so that the approved funding can be reimbursed to the organisation. If the group are registered for GST, a tax invoice will be required;
4. Acknowledge the funding provided by the Shire;
5. Indemnify the Shire insofar as any activities relevant to the funding are concerned.

Acquittal

All grants are to be acquitted by **31 May** of each financial year. If this date is not achievable, the group must notify the Community Support Officer.

If the organisation is unable to acquit by 31 May, they **MUST** contact the Shire to request that the funds be carried over to the next financial year.

| | |
|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Economic & Community Support Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



2.5 Collocation of Sporting Clubs

| | |
|------------|---|
| Policy | The Shire will not support or approve any construction or extension to sporting facilities that will result in duplication of existing facilities or where collocation within existing facilities will provide a better outcome. |
| Objective | To encourage collocation where the net benefits are significant to the Shire and the clubs involved. |
| Guidelines | <p>When application for grants, support or permission to build facilities on Shire controlled land are received, an assessment will be undertaken to ascertain whether a more beneficial outcome will be achieved through collocation of with existing facilities.</p> <p>In cases where collocation provides a net benefit, the Council will generally not support standalone applications for facilities.</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



2.6 Business Investment

| | |
|--------------------|---|
| Policy | <p>The Shire will support new business ventures to start up within the Shire boundaries provided it meets the below criteria.</p> <p>The business must:</p> <ul style="list-style-type: none">• Not be able to use participation in program to influence completion in the market place; and• Offer services that are in high demand. |
| Objective | <p>To encourage business investment in the Shire and ensure that all new business (in line with the above criteria) are supported during their start-up phase.</p> |
| Guidelines | <p>When businesses show interest in setting up within the Shire boundaries they approach the Shire administration staff to be part of the program.</p> <p>The business owner is assisted with their application which is put to the next Ordinary Council Meeting.</p> <p>Council is to decide whether the business will be accepted onto the program and which of the following areas they are willing to assist:</p> <ul style="list-style-type: none">• Rates Concession• Marketing and Promotional Pack• “Open Day” for the new business• Assistance with Site works• Discounted application fee. |
| Terms & Conditions | <ol style="list-style-type: none">1. All applicants will be assessed on a case by case basis which Council has the authority to refuse entry onto the Business Investment Program at any time.2. There is no guarantee that businesses will be granted the assistance requested on page three (3) of the application as it is at the discretion of Council at all times. See the below conditions for each requested area of assistance. |



Rates holidays – are typically available for 36 months where the businesses pay no rates within this period. 50% of rates are paid by the business for the following twelve (12) months and full rates are paid to the Shire thereafter.

Marketing & Promotional Pack – assistance and advices by the ~~Special Projects & Marketing Officer~~ **Economic & Community Development Officer** on marketing in the local area. Cost of all marketing and promotional materials to be at the businesses cost unless otherwise informed by Council.

Open Day – held by the business at the new business premises. The Shire of Dalwallinu will contribute to the value of contribution determined on a case by case basis, limited to a maximum of \$300.

Site Works – if required Council will assist, depending on the capacity of works needed and the availability of staff at the time. An exact cost and detailed drawings of the site plan must be included in this application.

Discounted Application Fees – a discount of up to 50% of application fees will be offered to the business at Councils discretion.

If the applicant is not granted approval onto the Business Investment Program they will be advised in writing.

Application must also be coupled by a cover letter outlining the businesses details and including their corporate logo.

| | |
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| Person Responsible | Deputy Chief Executive Officer Economic & Community Development Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



2.7 Harvest & Movement of Vehicles in Paddock Ban

| | |
|------------|---|
| Policy | The Shire will set conditions that will apply when Bush Fires Regulation 38A (for Restricted and Prohibited Burning Times) and Bush Fires Regulation 24C (for Total Fire Ban Days) – (Use of engines, vehicles, plant or machinery likely to cause bush fire) of the Bush Fire Regulations 1954 (commonly called Harvest & Movement of Vehicles in Paddocks Ban) is used. |
| Objective | To provide clarity on what activities are/are not allowed when a Harvest & Movement of Vehicles in Paddocks Ban has been called. |
| Guidelines | <p>When a Harvest & Movement of Vehicles in Paddocks Ban has been called the following conditions will apply:</p> <ul style="list-style-type: none"> • Harvesting and associated operations are not permitted; • Movement of any vehicles through, or on, vegetated land is not permitted; • Any “hot works” (e.g. welding, grinding, cutting, heating etc.) in the “open air” is not permitted. |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



2.8 Pioneer’s and Past Resident’s Wall – Contents of Plaque

| | |
|------------|--|
| Policy | Families can arrange through the Shire to have plaques placed on the Pioneers and Past Residents Wall that contain historical information on their family and/or a significant relative. |
| Objective | To provide a guide to the public on purpose of the wall as well as what kind of information should be displayed on it. |
| Guidelines | <p>When applications for plaques for the Pioneer Wall are received, they will be considered by the Chief Executive Officer, and in cases where they are deemed to fit the policy as stated and are not considered in any way offensive or defamatory, an appropriate plaque will be arranged and placed on the wall.</p> <p>In cases where an application is made that does not, strictly speaking, fit the policy, a report will be submitted to Council for their consideration.</p> <p>The applicant is to be responsible for all costs associated with the placement of the plaques.</p> |

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|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3. Finance



3.1 Self-Supporting Loans

| | |
|------------|---|
| Policy | Council will consider making available loan funds on a “self – supporting” basis. |
| Objective | To identify Council’s willingness to provide support. |
| Guidelines | Self-supporting loans are subject to the same administrative requirements as other loans raised by Council. |

| | |
|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.2 Significant Accounting Policies

| | |
|-----------|---|
| Objective | To establish financial management procedures which provide full compliance with all local government statutory requirements and accepted accounting principles. |
| Policy | The significant accounting policies which have been adopted in the preparation of the financial report are: |

(a) Basis of Preparation

The financial report comprises general purpose financial statements which have been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, and other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1995* and accompanying regulations. Material accounting policies which have been adopted in the preparation of this financial report are presented below and have been consistently applied unless stated otherwise.

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

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other services.

Actual results may differ from these estimates. All figures are presented in Australian Dollars.



The Local Government Reporting Entity

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

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

All monies held in the Trust Fund are excluded from financial statements. A separate statement of those monies appears at Note 19 to these financial statements.

(b) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to the ATO are presented as operating cash flows.

(c) Cash and Cash Equivalents

Cash and cash equivalent include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

(d) Trade and Other Receivables

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



Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non – current assets.

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

(e) Inventories

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

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

Land held for Resale

Land held for development and sale is valued at the lower cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

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

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

(f) Fixed Assets

Each class of fixed assets within either property, plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Mandatory requirements to re value non-current assets

Effective from 1 July 2012, the Local Government (Financial Management) Regulations 1996 were amended and the measurement of non-current assets at Fair Value became mandatory.

During the year ended 30 June 2013, the Shire commenced the process of adopting Fair Value in accordance with the Regulations.



Whilst the amendments initially allowed for a phasing in of Fair Value in relation to fixed assets over three years, as at 30 June 2015 all non-current assets were carried at Fair Value in accordance with the requirements. Therefore, the Shire of Dalwallinu will revalue each asset class in accordance with the table below.

| Class | Last Val Date | Next Val Date | Interval |
|------------------------------|---------------|---------------|----------|
| P&E | 30/6/2016 | 30/6/2020 | 4 years |
| L&B | 30/6/2017 | 30/6/2022 | 5 years |
| Roads & Other Infrastructure | 30/6/2018 | 30/6/2023 | 5 years |

Relevant disclosures, in accordance with the requirements of Australian Accounting Standards, have been made in the financial reports necessary.

Land under control

In accordance with *Local Government (Financial Management) Regulations 1996* 16(a) (ii), the Shire was required to include as an asset by (30 June 2013), Crown land operated by the Local Government as a golf course, showground, racecourse or other sporting or recreational facility of State or Regional significance.

Upon initial recognition, these assets were recorded at cost in accordance with AASB 116. They were then classified as Land and revalued along with other land in accordance with the other policies detailed in this Note.

Initial recognition and measurement between mandatory revaluation date

All assets are initially recognised at cost and subsequently revalued in accordance with mandatory measurement framework detailed above.

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes costs of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Individual assets acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory



measurement framework detailed above, are carried at cost less accumulated depreciation as management believes this approximates fair value. They will be subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework detailed above.

Revaluation

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same asset are recognised against revaluation surplus directly in equity. All other decrease are recognised in profit or loss.

Land under roads

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

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

In respect of land under roads acquired on or after 1 July 2008, as detailed above, *Local Government (Financial Management) Regulations 1996 4(2)* provides, in the event of such an inconsistency, the *Local Government (Financial Management) Regulations 1996* prevail.

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

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.



When an item of property, plant and equipment is revalued, any accumulated depreciation at the date of the revaluation is treated in one of the following ways:

- (a) Restated proportionately with the change in the gross carrying amount of the asset so that the carrying amount of the asset after revaluation equals its revalued amount; or
- (b) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

Major depreciation periods for each class of depreciable asset are:

| | |
|--|-----------------|
| Buildings | 30 - 50 Years |
| Furniture and Equipment – | 4 – 10 Years |
| Plant & Equipment | 5 – 20 Years |
| Infrastructure Assets – Roads, Streets & Kerbing | |
| Clearing and earthworks | Not depreciated |
| Pavement | 40 Years |
| Seal | 15 – 20 Years |
| Kerbing | 50 Years |
| Footpaths | 20 Years |
| Infrastructure Assets – Gardens | Not depreciated |
| Infrastructure Assets – Parks & Ovals | 10 – 40 Years |
| Infrastructure Assets – Other Structures | 10 – 50 Years |

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

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

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Capitilisation threshold

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

(g) Fair Value of Assets and Liabilities



When performing a revaluation, the Shire uses a mix of both independent and management valuations using the following as a guide:

Fair value is a market-based measure, the closed equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair value of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principle market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

| | |
|---------|---|
| Level 1 | Measurements based on quoted prices (unadjusted) in active markets for identical asset or liabilities that the entity can access at the measurement date. |
| Level 2 | Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. |
| Level 3 | Measurements based on unobservable inputs for the asset or liability. |

The fair value of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These



valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

| | |
|-----------------|---|
| Market approach | Valuation techniques that use process and other relevant information generated by market transactions for identical or similar assets or liabilities. |
| Income approach | Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value. |
| Cost approach | Valuation techniques that reflect the current replacement cost of an asset at its current service capacity. |

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of in observable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

As detailed above, the mandatory measurement framework imposed by the local government (Financial Management) Regulations requires, as a minimum, all assets carried at a revalued amount to be revalued in accordance with the regulatory framework.

(h) Financial instruments



Initial recognition and measurement

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

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

Classification and subsequent measurement

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

Amortised cost is calculated as:

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

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

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

Financial assets are classified at “fair value through profit or loss” when they are held for trading for the purpose of short-term profit taking. Such assets are subsequently measured at fair value with changes in carrying amount being included in profit or loss. Assets in this category are classified as current assets.

(ii) Loans and receivables



Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss. Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Shire has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Held-to-maturity investments are included in current assets, where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current.

(iv) Available-for-sale financial assets

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

They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss. Available-for-sale financial assets are included in current assets, where they are expected to be sold within 12 months after the end of the reporting period. All other available-for-sale financial assets are classified as non-current.

(v) Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at an amortised cost. Gains or losses are recognised in profit or loss.

Impairment



A financial asset is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events (a “loss event”) having occurred, which will have an impact on the estimated future cash flows of the financial asset(s).

In the case of available-for-sale financial assets, a significant or prolonged decline in the market value of the instrument is considered a loss event. Impairment losses are recognised in profit or loss immediately. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified to profit or loss at this point.

In the case of financial assets carried at amortised cost, loss events may include: indications that the debtors or group of debtors are experiencing significant financial difficulty, default or delinquency in interest or principle payments; indications that they will enter bankruptcy or other financial reorganisation; and changes in arrears or economic conditions that correlate with defaults.

For financial assets carried at amortised cost (including loans and receivables), a separate allowance account is used to reduce the carrying amount of financial assets impaired by credit losses. After having taken all possible measures of recovery, if management establishes that carrying amount cannot be recovered by any means, at that point the written-off amounts are charges to the allowance account or the carrying amount of impaired financial assets is reduced directly if no impairment amount was previously recognised in the allowance account.

Derecognition

Financial assets are derecognised where the contractual rights to receipt of cash flows expire or the asset is transferred to another party whereby the Shire no longer has any significant continual involvement in the risks and benefits associated with the asset. Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and fair value of the consideration paid, including the transfer of non-cash assets or liabilities, is recognised in profit loss.

(i) Impairment of Assets



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

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount on the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

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

(j) Trade and Other Payables

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

(k) Employee Benefits

Short-term employee benefits

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

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position. The Shire's obligations for employee's annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Other long-term employee benefits



Provision is made for employee's long service leave and annual leave entitlements not expected to be settled wholly within 12 month after the end of the annual reporting period in which the employees render the related service. Other long-term employee benefits are measured at the present value of the expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any re measurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee's benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

(l) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a quality asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

(m) Provisions

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

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

(n) Leases

Leases of fixed assets where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the Shire, are classified as finance leases.

Finance leases are capitalised recording an asset and a liability at the lower amounts equal to fair value of the leased property or the guaranteed residual values. Lease payments are allocated between the



reduction of the lease liability and the lease interest expense for the period.

Leased assets are depreciated on a straight line basis over the shorter of their estimated useful lives or the lease term.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

Lease incentives under operating leases are recognised as a liability and amortised on a straight line basis over the life of the lease term.

(o) Investment in Associates

An associate is an entity over which the Shire has significant influence. Significant influence is the power to participate in the financial policy decisions of that entity but is not control or joint control of those policies. Investments in associates are accounted for the financial statements by applying the equity method of accounting, whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

The carrying amount of the investment includes, where applicable, goodwill relating to the associate. Any discount on acquisition, whereby the Shire's share of the net fair value of the associate exceeds the cost of the investment, is recognised in profit or loss in the period in which the investment is acquired.

Profits and losses resulting from transactions between the Shire and the associate are eliminated to the extent of the Shire's interest in the associate.

When the Shire's share of losses in an associate equals or exceeds its interest in the associate, the Shire discontinues recognising its share of further losses unless it has incurred legal or constructive obligations or made payments on behalf of the associate. When the associate subsequently makes profits, the Shire will resume recognising its share of those profits once its share of the profits equals the share of the losses recognised.

(p) Interest in Joint Arrangements



Joint arrangements represent the contractual sharing of control between parties in a business venture where unanimous decisions about relevant activities are required.

Separate joint venture entities providing joint ventures with an interest to net assets are classified as a joint venture and accounted for using the proportionate consolidation method of accounting.

Joint venture operations represent arrangements whereby joint operators maintain direct interests in each asset and exposure to each liability of the arrangement. The Shire's interests in the assets, liabilities, revenue and expenses of joint operations are included in the respective line items of financial statements. Information about the joint ventures is set out in Note 16.

(q) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions.

Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in a particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in Note 2(c). That note also discloses the amount of contributions recognised as revenues in a previous reporting period which were obtained in respect of the local governments operation for the current reporting period.

(r) Superannuation

The shire contributes as a number of Superannuation Funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

(s) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability



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

(t) Rounding Off Figures

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

(u) Comparative Figures

Where required, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statement, an additional (third) statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

(v) Budget Comparative Figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

(w) New Accounting Standards and Interpretations for Application in Future Periods

The AASB has issued a number of new and amended Accounting Standards and Interpretations that have mandatory application dates for future reporting periods, some of which are relevant to the Shire.



Management’s assessment of the new and amended pronouncements that are relevant to the Shire, applicable to future reporting periods and which have not yet been adopted are set out as follows:

| Title | Issued/Compiled | Applicable (1) | Impact |
|--|-----------------|----------------|---|
| (i) AASB 9 Financial Instruments (incorporating AASB 2014-7 and AASB 2014-8) | December 2014 | 1 January 2018 | Nil – The objective of this Standard is to improve and simplify the approach for the classification and measurement of financial assets compared with the financial assets of the Shire, it is not anticipated the Standard will have any material affect. |
| (ii) AASB 15 Revenue from Contracts with Customers | December 2014 | 1 January 2018 | This Standard establishes principles for entities to apply to report useful information to users of financial statements about the nature, amount timing and uncertainty of a revenue and cash flows arising from a contact with a customer. The effect of this Standard will depend upon the nature of the future transactions the Shire has with those third parties it has dealings with. It may or may not be significant. |
| (iii) AASB 16 Leases | February 2016 | 1 January 2019 | Under AASB 16 there is no longer a distinction between finance and operating leases. Lessees will now bring to account a right-to-use asset and lease liability onto their statement of financial position for all leases. Effectively this means the vast majority of operating leases as defined by the current ASB 117 leases which currently do not impact the statement of financial position will be required to be capitalised on the statement of financial position once AASB 16 is adopted. |



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| | | | Currently, operating lease payments are expensed as incurred. This will cease and will be replaced by both depreciation and interest charges. Based on the current number of operating leases held by the Shire, the impact is not expected to be significant. |
| (iv) AASB 1058 Income of Not-for-Profit Entities (incorporating AASB 2016-7 and AASB 2016-8) | December 2016 | 1 January 2019 | <p>These standards are likely to have a significant impact on the income recognition for NFP's. Key areas for consideration are:</p> <ul style="list-style-type: none"> - Assets received below fair value; - Grants received - Prepaid rates - Leases entered into at below market rates; and - Volunteer services <p>Whilst it is not possible to qualify the financial impact (or if it is material) of these key areas until the details of the future transactions are known, they will all have application to the Shire's operations.</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



3.3 Regional Price Preference

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| Policy | <p>Council’s Regional Price Preference for locally produced goods and services will apply to all goods and services for which tenders are let, unless the Shire of Dalwallinu determines otherwise, and is to be:</p> <ul style="list-style-type: none"> • Up to 10% when the contract is for goods and services, up to a maximum price reduction of \$50,000. • Up to 5% when the contract is for construction (building) services, up to a maximum price reduction of \$50,000. • Up to 10% when the contract is for goods and services, including construction (building) services, up to a maximum price reduction of \$500,000, if the local government is seeking tenders from the private sector for the provision of those goods and services for the first time. That is, when a function is being outsourced by the Shire. |
| Objective | To establish Council’s support for local businesses. |
| Guidelines | <p><i>Local Government Act 1995 – Section 3.57</i> <i>Local Government (Functions & General) Regulations 1996 – Part 4A</i> <i>Local Government (Administration) Regulations 1996</i></p> |

| | |
|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342)</p> |



3.4 Investment of Surplus Funds

| | |
|------------|--|
| Policy | Surplus Council funds to be deposited with any savings bank operating under the banking Act 1959 (Commonwealth) section 5, in accordance with the Trustees Act 1962 Part III as amended from time to time. |
| Objective | To ensure funds of Council are diligently invested in the securest possible manner to ensure the maximum safe return of investment earnings whilst still complying with current legislative requirements. |
| Guidelines | The Deputy Chief Executive Officer is to maintain control over investments and to record the details of principal, interest, bank rates and maturity date in a register for same and report to Council, monthly as to the status of investments and details of each lodgement in terms of the Financial Management Regulations 1996. |

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

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|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.5 Purchasing

Policy

The Shire of Dalwallinu is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensure alignment with the Shire’s strategic and operational objectives.

1. Purchasing

1.1 Objective

The Shire’s purchasing activities will:

- a) Achieve best value for money that considers sustainable benefits, such as: environmental, social and local economic factors;
- b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- c) Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- f) Comply with the *Local Government Act 1995*, *Local Government (Functions and General) Regulations 1996*, other relevant legislation, Codes of Practice, Standards and the Shire of Dalwallinu’s policies and procedures;
- g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire of Dalwallinu;
- h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire of Dalwallinu Risk Management framework;
- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire of Dalwallinu’s Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.



1.2 Ethics & Integrity

The Shire of Dalwallinu's Code of Conduct applies when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 Value for Money

The Shire of Dalwallinu will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc;
- The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in



accordance with this Policy and any other relevant Shire of Dalwallinu Policy including Local Economic Benefit; and

- Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 Purchasing Thresholds and Practices

1.4.1 Defining the Purchasing Value

The Shire of Dalwallinu will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- (a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- (b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A **category of supply** can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

1. Strategic Purchasing Value Assessments

The Shire of Dalwallinu will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire of Dalwallinu will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

2. Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- (a) Exclusive of Goods and Services Tax (GST); and
- (b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations;
- (c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements;
- (d) Requirements must not be split to avoid purchasing or tendering thresholds (F&G Reg.12).



The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2 Table of Purchasing Thresholds and Practices

(1) Supplier Order of Priority

The Shire of Dalwallinu will consider and apply, where applicable, the following Supplier Order of Priority:

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|---------------------------|---|
| <p>Priority 1:</p> | <p>Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire of Dalwallinu's supply requirements can be met through the existing contract.</p> <p>If the Shire of Dalwallinu does not have a current contract relevant to the required supply, then a relevant WALGA PSA is to be used.</p> |
| <p>Priority 2:</p> | <p>Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire of Dalwallinu will ensure that wherever possible, quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.</p> <p>If no relevant local supplier is available, then a relevant WALGA PSA may be used.</p> |
| <p>Priority 3:</p> | <p>Tender Exempt – WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <p>a) Local supplier availability (that are not within the PSA); or</p> |



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|--------------------|---|
| | <p>b) Social procurement – preference to use Aboriginal business or Disability Enterprise,</p> <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p> |
| Priority 4: | <p>Tender Exempt – WA State Government Common Use Agreement (CUA)</p> <p>Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If not relevant CUA is available, then a Tender Exempt (F&G Reg.11(2)) arrangement may be used.</p> |
| Priority 5: | <p>Other Tender Exempt arrangement (F&G Reg.11(2))</p> <p>Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire of Dalwallinu will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible, quotations are obtained from a WA Disability Enterprise and/or an Aboriginal Owned Business that is capable of providing the required supply.</p> |
| Priority 6: | <p>Other Suppliers</p> <p>Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p> |

(2) Purchasing Practice Purchasing Value Thresholds

The Purchasing value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire of Dalwallinu's purchasing activities.



| Purchase Value Threshold (ex GST) | Purchasing Practice |
|-----------------------------------|--|
| Up to \$10,000 | Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). |
| From \$10,000 and up to \$39,999 | <p>Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2 (1).</p> <p>If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of two (2) written quotation is to be obtained.</p> <p>The purchasing decision is to be based upon assessment of the suppliers response to:</p> <ul style="list-style-type: none"> • A brief outline of the specified requirement for the goods, service or works required; and • Value for money criteria, not necessarily the lowest price. <p>The purchasing decision is to be evidenced using the Evaluation Report Template and retained in accordance with the Shire of Dalwallinu’s Record Keeping Plan.</p> |
| From \$40,000 up to \$249,999 | <p>Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2 (1).</p> <p>The purchasing decision is to be based upon assessment of the suppliers response to:</p> <ul style="list-style-type: none"> • A detailed written specification for the goods, services or works required; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The procurement decision is to be evidenced using the Evaluation Report Template and retained in accordance with the Shire of Dalwallinu’s Record Keeping Plan.</p> |



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| <p>Over \$250,000</p> | <p>Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under F&G Reg.11(2) require at least three (3) written responses from suppliers by invitation from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire of Dalwallinu Policy and procedures.</p> <p>The Tender exempt or Public Tender purchasing decision to be based on the suppliers response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced using the Evaluation Report template and retained in accordance with the Shire of Dalwallinu’s Record Keeping Plan.</p> |
| <p>Emergency Purchases (within budget) Refer to Clause 1.4.3</p> | <p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2 (1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply OR compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> |



| | |
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| | The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire of Dalwallinu’s Record Keeping Plan. |
| Emergency Purchases (No budget allocation available) Refer to Clause 1.4.3 | <p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget amendment adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s6.8 is reported to the next Ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p> |
| LGIS Services Section 9.58(6)(b) LG Act | <p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-based service and is not defined as a purchasing activity subject to this Policy.</p> <p>Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.</p> |

Tender Exemptions:

Tenders to not have to be publicly invited according to the requirements of the *Local Government (Functions and General) Regulations 1996* if:

- a) The supply of goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the *Local Government Act 1995*; or
- b) The supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program; or
- c) Within the last 6 months –
 - i) The local government has, according to the requirements of the Regs, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications or satisfied the value for money assessment; or



- ii) The local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer; or
- d) The contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or
- e) The goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or
- f) The goods or services are to be supplied –
 - i) In respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
 - ii) By a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph: or
- g) The local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- h) The goods to be supplied under the contract are –
 - i) Petrol or oil; or
 - ii) Any other liquid, or any gas, used for internal combustion engines; or
- i) The following apply –
 - i) The goods or services are to be supplied by a person registered on the Aboriginal Business Directory WA published by the Small Business Development Corporation established under the *Small Business Development Corporation Act 1983*; and
 - ii) The consideration under the contracts is \$250,000 or less, or worth \$250,000 or less; and
 - iii) The local government is satisfied that the contract represents value for money; or
- j) The goods or services are to be supplied by an Australian Disability Enterprise; or
- k) The contract is a renewal or extension of the term of a contract (the original contract) where -



- i) The original contract was entered into after the local government, according to the requirements of the Regs, publicly invited tenders for the supply of goods or services; and
- ii) The invitation for tenders contained provision for the renewal or extension of a contract entered into with a successful tenderer; and
- iii) The original contract contains an option to renew or extend its term; and
- iv) The supplier's tender included a requirement for such an option and specified the consideration payable, or the method by which the consideration is to be calculated, if the option were exercised; or
- v) The goods or services are to be supplied by a pre-qualified supplier under Division 3 of the Regs.

1.4.3 Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

(a) a local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR

(b) a local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the *Local Government Act 1995* and Functions and General Regulation 11(2)(a); OR

(c) A state of emergency declared under the *Emergency Management Act 2005* and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4 Inviting Tenders Though not Required to do so

The Shire of Dalwallinu may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the



purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire of Dalwallinu's tendering procedures (F&G Reg.13).

1.4.5 Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process (F&G Reg.21) where the required supply evidences one or more of the following criteria:

- Unable to sufficiently scope or specify the requirement;
- There is significant variability for how the requirement may be met;
- There is potential for suppliers to offer unique solutions and/or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- Subject to a creative element; or
- Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6 Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be approved where the:

- a) Purchasing value is estimated to be over \$10,000; and
- b) Purchasing requirement has been documented in a detailed specification; and
- c) Specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirements; and
- d) Market testing processes and outcomes of supplier assessments have been evidenced in records, inclusive of rationale for why the supply is determined as unique and why



quotations/tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved by Council, for a period not exceeding one (1) year. For any continuing purchasing requirements, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7 Anti-Avoidance

The Shire of Dalwallinu will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of “splitting” the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions for a similar nature.

1.4.8 Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then *Functions and General Regulation 21A* applies.

For any other contract, the contract must not be varied unless:

- The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire of Dalwallinu is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. Sustainable Procurement

The Shire of Dalwallinu is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire of Dalwallinu may apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurements can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment



opportunities and benefits relating to special needs), or externally focussed (i.e, initiatives such as corporate philanthropy).

Requests for Quotations and Tenders will include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1 Local Economic Benefit

The Shire of Dalwallinu promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire of Dalwallinu will:

- Consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- Consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- Ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- Explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- Avoid bias in the design and specifications for Request for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- Consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- Provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire of Dalwallinu, or substantially demonstrate a benefit or contribution to the local economy.

The Shire of Dalwallinu has adopted a Regional Price Preference Policy, which will be applied when undertaking all purchasing activities.



2.2 Socially Sustainable Procurement

The Shire of Dalwallinu will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire of Dalwallinu's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

(1) Aboriginal Businesses

Functions and General Regulations 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire of Dalwallinu will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in *F&G Reg. 11(2)(h)*) to determine overall value for money for the Shire of Dalwallinu.

Where the Shire of Dalwallinu makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$40,000 (ex GST), a formal Request for quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire of Dalwallinu's Record Keeping Plan.

(2) Australian Disability Enterprise

Functions and General Regulations 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire of Dalwallinu will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprise) to determine overall value for money for the Shire of Dalwallinu.

Where the Shire of Dalwallinu make a determination to contract directly with an Australian Disability Enterprise for any amount,



including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Australia Disability Enterprise. The rationale for making the purchasing decision must be recorded in accordance with the Shire of Dalwallinu's Record Keeping Plan.

2.3 Environmentally Sustainable Procurement

The Shire of Dalwallinu may support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- Demonstrate policies and practices that have been implemented by the business as part of its operations;
- Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and
- Encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. Record Keeping

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the Shire of Dalwallinu's Record Keeping Plan.

In addition, the Shire of Dalwallinu must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire of Dalwallinu relevant to the performance of the contract.

4. Purchasing Policy Non-Compliance

The Purchasing Policy is mandated under the *Local Government Act 1995* and Regulation 11A of the *Local Government (Functions and General) Regulations 1996* and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.



Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire of Dalwallinu’s policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified, it must be reported to the Chief Executive Officer or the Manager Corporate Services.

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person’s training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- An opportunity for additional training to be provided;
- A disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*; or
- Where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the *Corruption, Crime and Misconduct Act 2003*.

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.6 REVOKED - Payment of Fees – Dalwallinu and Kalannie Caravan Parks

POLICY REVOKED - MARCH 2019 (M9342)

REASON – The Shire of Dalwallinu no longer operates either the Dalwallinu or Kalannie Caravan Parks.



3.7 Direct Electronic Payments and Electronic Investments

Policy Payments made by electronic transfer through the Shire bank accounts which include payroll, monthly fees, contracts, loan repayments and purchases made through the suppliers that will only accept the payment by electronic transfer shall be made jointly by the Chief Executive Officer and any one of the following:

- Shire President
- Deputy Shire President
- Chief Executive Officer
- Deputy Chief Executive Officer/**Manager Corporate Services**
- Manager Works & Services
- Manager Planning & Development Services

In the absence of the Chief Executive Officer, then payment by electronic transfer shall be made by the Deputy Chief Executive Officer/**Manager Corporate Services** and one other from the list above.

Any surplus funds in the Municipal Account are to be invested by transferring electronically to a Business TeleNet Saver Account.

Objective To ensure payment of accounts are made in an efficient and timely manner.
To maximise the return on invested funds.

Guidelines The Deputy Chief Executive Officer/**Manager Corporate Services** is to maintain control over payments and investments as per Delegation 3001 and Policy 3.4.

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.8 Corporate Credit Card usage

Policy Sets out buying conditions that relate to purchases made with any corporate credit cards that carry the Shire of Dalwallinu name.

Objective To ensure that all expenditure on corporate credit cards are limited to approved uses.

Guidelines Corporate credit cards issued by the Shire can only be used for the business purposes of the shire. Among the approved uses are:

- In person, across the counter retail purchases,
- Facsimile/telephone/internet business related purchases,
- Mail order purchases and subscriptions,
- Official travel, accommodation and related expenses,
- Entertainment and business hospitality expenses.

The Corporate credit card must not be used for –

- Personal or non-work related expenditure,
- Purchase of fuel (unless the relevant fuel card is not able to be used),
- Obtaining cash advances,

Purchase of goods or services where the cardholder gains personal advantage through the transaction (e.g. special offers such as “Fly Buys” that benefit individuals).

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2016 Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.9 Overdue Rates and Charges Collection

Policy This policy has been developed to treat ratepayers fairly and consistently while recognising the Shire has the responsibility to recover all outstanding rates and charges in a timely manner to finance delivery of its services.

Legal proceedings will continue until full payment has been received.

Issue Final Notices

A final Notice will be issued at least fourteen (14) days after the due date of the Rate Notice, to those persons who have made either no payment, or insufficient payment, to cover the first instalment. The Final Notice is to specify that the property owner/s have seven (7) days to pay in full or to enter into a special repayment arrangement.

Final Notices will not be issued to eligible persons registered to receive a pensioner or senior rebate under the *Rates and Charges (Rebates and Deferments) Act 1992* as such persons have until 30 June in the year of rating to make payment, without incurring any late payment penalties.

7 Day reminder Letter

A 7 Day Reminder Letter will be issued at least fourteen (14) days after the due date of the Final Notice, to those persons who did not respond appropriately to the Final Notice.

The 7 Day Reminder Letter is to specify that the property owner/s have seven (7) days to pay in full or to enter into a special repayment arrangement – failure to do so will result in further debt collection proceedings without further notice.

Notice of Intention to Summons

A Notice of Intention to Summons will be issued at least (14) days after the due date of the 7 Day Reminder Letter to those persons who do not respond accordingly to the 7 Day Reminder Letter.

The Notice of Intention to Summons is to specify that the property owner/s have seven (7) days to pay in full or to enter into a special repayment arrangement – failure to do so will result in a General Procedure Claim being issued without further notice.



Issue of a General Procedure Claim

If no response is received in relation to the Notice of Intention to Summons a General Procedure Claim is to be lodged through the Midland Magistrates Court. In accordance with Section 6.56 of the *Local Government Act 1995*, the costs of issuing a General Procedure Claim are recoverable from the property owner/s and are to be debited to the rates account.

Following the issue of a General Procedure Claim, a reasonable offer to discharge the total debt by repayment arrangement will be accepted.

If an arrangement is made, agreement on the amount, frequency and commencement date of repayments is required noting that total debt is to be repaid by 30 June. Any arrangements are subject to acceptance by the Chief Executive Officer.

If the proposed payment arrangement is not acceptable, the Shire will advise via letter that the proposed arrangement is not sufficient to repay the debt within a reasonable timeframe and will request the property owner/s to contact the Shire's Rates Officer to discuss a more appropriate arrangement.

If no payment arrangement has been entered into or the Admission of Claim is not returned within fourteen (14) days of the issue of the General Procedure Claim, a letter will be sent requesting the property owner/s to pay the account (plus fees) in full. If, after a further period of at least seven (7) days, there is still no payment or arrangement in place, a Property Seizure and Sale Order may be issued.

If payment of the General Procedure Claim is received and a small balance remains on the rate account or the legal fees have not been paid, a letter will be sent to the ratepayer requesting payment of the outstanding balance.

If the agreed repayment arrangement is not honoured, a letter will be sent advising that the repayment arrangement is overdue and, if payment is not received within 14 days, a Property Seizure and Sale Order may be issued.

Non-Service of General Procedure Claim

When a General Procedure Claim is unable to be served a Non-Service Certificate will be issued by the bailiff. As an outcome, the bailiff may; advise the Shire if the property is unoccupied or is a rental property; or



provide an alternative address for the General Procedure Claim to be re-issued.

If the property is tenanted, the property manager must be contacted to ascertain the correct postal address of the property owner. If the property manager is responsible for the payment of rates, the postal address is to be updated on the Shire's rating system and a new Rate Notice is to be sent to the property manager for payment.

If neither payment nor an acceptable arrangement has been received by the Shire after fourteen (14) days, a Property Seizure and Sale Order may be issued.

If a new address is supplied by the Bailiff, the new postal address is to be recorded on the Shire's rating system. A letter is to be sent to inform the owner/s of the General Purpose Claim and, if not responded to within seven (7) days, the Shire will re-issue the General Procedure Claim. The additional costs in reissuing the General Procedure Claim will be added to the rates account.

Property Seizure and Sale Order/Goods

If the property owner/s has not responded to the General Procedure Claim, a Property Seizure and Sale Order/Goods may be issued within fourteen (14) days after the date of service of the General Procedure Claim.

The Property Seizure and Sale Order authorises the Bailiff to seize and sell as much of the debtors real or personal property as necessary to repay the debt.

Property Seizure and Sale Order/Land

Where a Property Seizure and Sale Order involves the land that constitutes the primary residence of the rateable owner, the approval of Council must be obtained before the Property Seizure and Sale Order is lodged.

Where a Property Seizure and Sale Order involves the land that constitutes an investment property, the approval of Council is not required.



Lodging a Caveat on the Title of the Land

Where rates remain unpaid for a period in excess of one year, a caveat may be lodged to preclude dealings in respect of the land to protect Council’s interests.

Where rates or service charges remain unpaid

Where previous actions to collect outstanding rates and service charges have not been successful and the rates and/or service charges remain unpaid for at least three (3) years, Council in accordance with S6.64 of the *Local Government Act 1995* take possession of the land and hold the land as against a person having an estate or interest in the land and:

- a) from time to time lease the land; or
- b) sell the land; or
- c) cause the land to be transferee to the Crown; or
- d) cause the land to be transferred to the Shire of Dalwallinu

Objective To outline the process for efficient and effective collection of outstanding rates and service charges.

Guidelines A General Procedure Claim can only be lodged through the Magistrates Court to recover amounts owing of \$10,000 or less.

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| Person Responsible | Deputy Chief Executive Officer |
| History | New Policy June 2017 (M8841) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.10 REVOKED - Medical Centre Billing

POLICY REVOKED MARCH 2019 (M9342)

REASON – The Shire of Dalwallinu no longer operates the Dalwallinu Medical Centre.



3.11 Related Party Disclosures

Policy This policy outlines what is expected of elected members and staff in relation to the *Australian Accounting Standard AASB 124 Related Party Disclosures (AASB 124)*.

Guidelines The scope of AASB 124 was extended in July 2015 to include application by not-for-profit entities, including local governments. The operative date for Local Government is 1 July 2016, with the first disclosures to be made in the Financial Statements for year ended 30 June 2017. This policy outlines required mechanisms to meet the disclosure requirements of AASB 124.

The objective of the standard is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire must make an informed judgement as to who is considered to be a related party and what transactions need to be considered, when determining if disclosure is required.

The purpose of this procedure is to stipulate the information to be requested from related parties to enable an informed judgement to be made.

Policy **IDENTIFICATION OF RELATED PARTIES:**
AASB 124 provides that the Shire will be required to disclose in its Annual Financial reports, related party relationships, transactions and outstanding balances. Related parties includes a person who has significant influence over the reporting entity, a member of the key management personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.

KMP are defined as persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly. For the purposes of determining the application of the standard, the Shire has identified the following persons as meeting the definition of *Related Party*.



- An elected Council member.
- Key management personnel being a person employed under section 5.36 of the *Local Government Act 1995* in the capacity of:
 - Chief Executive Officer
 - Deputy Chief Executive Officer/**Manager Corporate Services**
 - Manager Works & Services
 - Manager Planning & Development Services
 - ~~○ General Practitioner~~
 - ~~○ Mechanic~~
 - Works Supervisor
- Close members of the family of any person listed above, including that person's child, spouse or domestic partner, children of a spouse or domestic partner, dependants of that persons spouse or domestic partner.
- Entities that are controlled or jointly controlled by a Council member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships and non-profit associations such as sporting clubs).

Those persons identified as KMP will complete an annual declaration which outlines the entities, if any, that are controlled or jointly controlled by that KMP or their close family members and which are likely to have transactions with the Shire. ~~(Refer Appendix 1 – “Related Party Disclosures” – Declaration).~~

It is the responsibility of the Chief Executive Officer to seek a declaration upon change of KMP.

It is the responsibility of all identified KMP to update their declaration should they become aware of a change, error or omission.

The Shire will be required to assess all transactions made with these persons or entities and may determine other family members, such as parent, grandparent, sibling, cousin etc., who may be expected to influence, or be influenced by, that person in their dealings with the Shire or a Shire entity.

IDENTIFICATION OF RELATED PARTY TRANSACTIONS:

A related party transaction is a transfer of resources, services or obligations between the Shire (reporting entity) and the related party, regardless of whether a price is charged.

For the purposes of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria:



- Paying rates
- Fines
- Use of Shire owned facilities such as Recreation Centre, Discovery Centre, Library, Parks, Ovals and other public open spaces (whether charged a fee or not)
- Attending Council functions that are open to the public
- Employee compensation whether it is for KMP or close family members of KMP
- Application fees paid to the Shire for licences, approvals or permits
- Lease agreements for housing rental (whether for a Shire owned property or property sub-leased by the Shire through a Real Estate Agent).
- Lease agreements for commercial properties
- Monetary and non-monetary transactions between the Shire and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire (trading arrangement)
- Sale or purchase of any property owned by the Shire, to a person or party identified above.
- Sale or purchase of any property owned by a person or party identified above, to the Shire.
- Loan arrangements
- Contracts and agreements for construction, consultancy or services.

Some of the transactions listed above, occur on terms and conditions no different to those applying to the general public and have been provided in the course of delivering public service objectives. These transactions are those that an ordinary citizen would undertake with council and are referred to as an Ordinary Citizen Transaction (OCT). Where the Shire can determine that an OCT was provided at arm's length, and in similar terms and conditions to other members of the public and, that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.

REGISTER OF RELATED PARTY TRANSACTIONS:

The Deputy Chief Executive Officer/**Manager Corporate Services** is responsible for maintaining and keeping up to date a register of related party transactions that captures and records the information for each existing or potential related party transaction (including OCTs assessed as being material in nature) during a financial year.



DISCLOSURE REQUIREMENTS:

For the purpose of determining relevant transactions, elected Council members and key management personnel as identified above, will be required to complete a *Related Party Disclosures – Declaration* form.

1. Ordinary Citizen Transactions (OCTs)

~~Management will put forward a draft resolution to Council annually, declaring that in its opinion, based on the facts and circumstances,~~ the following OCT that are provided on terms and conditions no different to those applying to the general public and which have been provided in the course of delivering public service objectives, are unlikely to influence the decisions that users of the Council's financial statements make. As such no disclosure in the *Related Party Disclosures – Declaration* form will be required.

- Paying rates
- Transactions relating to the registration and control of domesticated animals as defined in the *Dog Act 1976* and *Cat Act 2011*
- Transactions whereby a Fee or Charge is incurred and that are included as part of Councils endorsed Schedule of Fees and Charges
- Fines
- Use of Shire owned facilities such as Recreation centre, Discovery Centre, library, parks, ovals and other public open spaces (whether charged a fee or not)
- Attending council functions that are open to the public.

Where these services were not provide at arm's length and under the same terms and conditions applying to the general public, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form about the nature of any discount or special terms received.

2. All other transactions

For all other transactions identified as Related Party transactions above, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form.

3. Frequency of disclosures

- Elected Council members and KMP will be required to complete a *Related Party Disclosures – Declaration* form annually.
- Disclosures must be made by all Councillors immediately prior to an ordinary or extraordinary election.



- Disclosures must be made immediately prior to the termination of employment of/by a KMP.

4. Confidentiality

All information contained in a disclosure return, will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgment in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified, if the disclosure requirements of AASB 124 so demands.

5. Materiality

Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.

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| Person Responsible | Chief Executive Officer |
| History | New Policy August 2017 (M8891) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.12 Purchasing Shire Owned Residential Properties

Policy The Shire of Dalwallinu is willing to sell residential properties to any of its employees that have been employed by the Shire for a minimum of three (3) years. Following is the process and conditions that apply:

Properties for Sale

The only residential properties that are able to be purchased are either vacant properties or they are the property that the employee resides within. For clarity, an employee may not make an offer for a Shire of Dalwallinu property that is currently tenanted by another person unless both parties come to an agreement that is satisfactory to Council.

Process for Purchase

1. Employees make an offer to purchase in writing to the Shire of Dalwallinu;
2. The Shire of Dalwallinu will have the property valued for “market value” by a licensed valuer at the Shire’s expense;
3. A report to be presented to Council for their consideration quoting both the “market value” and “fair value”;
4. Should Council accept the offer, the Chief Executive Officer is to dispose of the property as per Section 3.58 of the *Local Government Act 1995*.

Objective To provide clarity as to the process of purchasing residential properties from the Shire of Dalwallinu by employees.

To provide an incentive to attract and retain employees.

To proactively turnover the Shire of Dalwallinu residential assets.

Guidelines *Local Government Act 1995* – Section 3.58

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| Person Responsible | Chief Executive Officer |
| History | New September 2017 (M9007) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



3.13 Debt Collection – Sundry Debtors

Policy

This policy has been developed to treat debtors fairly and consistently while recognising the Shire has the responsibility to recover all outstanding sundry debts in a timely manner to finance delivery of its services.

Legal proceedings will continue until full payment has been received.

The Shire provide trade debtors and miscellaneous debtors thirty (30) days from the invoice date to settle any outstanding accounts.

The Chief Executive Officer may allow persons experiencing financial difficulties to make suitable arrangements for payment of sundry debtor changes only ~~(this does not include medical centre invoices).~~

Where no alternative arrangements have been made, the following actions are to occur:

After thirty (30) days has expired, contact is to be made by telephone to the sundry debtor seeking a commitment to pay the outstanding debt and a memo to this effect entered on the Debtors record.

If the debt is still outstanding after a further seven (7) days, a letter is to be sent requesting payment of the outstanding balance within seven (7) days of receipt of the letter.

Where the debt remains unpaid after seven (7) days, a final demand letter is to be sent stating payment is due within seven (7) days and the failure to pay will result in the matter being placed in the hands of the Shire's debt collection agency.

Debtors remaining unpaid after the expiry date of the final demand letter and not subject to any approved arrangement will be subject to the issue of a Claim through the Shire's debt collection agency to effect recovery.

The debtor will not be allowed to incur any further debt with the Shire.



Objective this policy is designed to provide guidelines for the timely collection of money owed to the Shire of Dalwallinu.

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | New Policy March 2018 (M9129) Reviewed March 2019 (M9342) |



3.14 Financial Hardship

Policy

Scope

This policy applies to:

- Outstanding rates and service charges as at the date of adoption of this policy; and
- Rates and service charges levied for the 2020-2021 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.

Statement

Payment Difficulties, hardship and vulnerability

Payment difficulties, or short term financial hardship occur when a change in a person's circumstances result in an inability to pay a rates or service charge debt.

Financial hardship occurs when 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 Dalwallinu recognises the likelihood that COVID19 may 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 COVID19

We recognise that many ratepayers are already experiencing financial hardship due to COVID19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

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 with 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 a 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 Dalwallinu of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

Interest Charges

A ratepayer that meets the financial hardship criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case by case basis.



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 Cared 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 2021-2022 financial year, will then be subject to 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 third party at your request.



We will advise ratepayers of this policy and its application, when communicating in any format (i.e written or verbal) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration may be 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.

Objective

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 epidemic, the Shire of Dalwallinu recognises that these challenges may 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.

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| Person Responsible | Chief Executive Officer |
| History | New Policy April 2020 |



4. Staff



4.1 Voluntary Service

Policy

Paid Leave Entitlements

All staff who are bona fide members of local volunteer emergency service groups, (i.e. Fire Brigade, Fire and Rescue, St John Ambulance, Local Emergency Management Committee or armed services reserves duties), who are required for emergency service by those groups during ordinary working hours, shall be paid for time absent up to the total of ordinary working hours usually worked in that day or period during the emergency, but not including time in excess of ordinary working hours, weekends (unless part of their normal roster of working hours) or public holidays.

For the purpose of this policy, ordinary working hours shall be the time ordinarily worked.

Conditions of Volunteering

1. Shire employees either volunteering, or as members of volunteer organisations, are required to obtain permission from their Manager, or the Chief Executive Officer, to attend an emergency during ordinary working hours.
2. Any Shire employee attending an emergency before or after their ordinary working hours, will be considered to be a volunteer and will not be paid by the Shire. Shire employees will only be paid when volunteering if it is during normal working hours.
3. When a specific request has been made by the Chief Bush Fire Control Officer for Shire heavy equipment and approved by the Manager or Chief Executive Officer, the Shire employees operating this equipment will be paid the appropriate award rate for the length of time required. This arrangement is limited to ten (10) hours continuous time, after which time the operator should be relieved of duty. Should the operation continue, then he/she will be a volunteer.
4. Volunteers for St John Ambulance may only attend ambulance call outs for priority calls (not patient transfer) during normal working hours.
5. Should the Shire employee volunteer outside their normal working hours (late into the evening/early morning), there is the



expectation they are to present for work that day. If this is not possible, the employee is to use annual leave.

Objective

To identify Council's support for volunteer service from Shire employees.

To ensure that the Shire employees who are members of volunteer groups are paid whilst attending emergencies.

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Amended March 2019 (M9342) |



4.2 Housing Incentive – Owner Occupied Housing

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| Policy | <p>All permanent full time staff who purchase their first home within the Shire (whilst employed by the Shire) and who live in that home shall receive:</p> <p>A once only payment of \$2,600.00; and</p> <p>Whilst owning and residing in that home as an employee of the Shire, a further subsidy equal to an over award payment of \$3,900pa (paid at \$150.00 per fortnight).</p> <p>To qualify for the once only payment of \$2,600 an employee must first complete twelve (12) months continuous service.</p> <p>The subsidy is payable once the eligible staff member meets the required owner and occupier status.</p> |
| Objective | <p>To encourage staff to stay in Dalwallinu Shire and to assist employees to purchase a land asset.</p> |
| Guidelines | <p>This policy applies to employees who commence employment with the Shire after 12 January 1998.</p> <p>Where the employee has been a full time employee for more than twelve (12) months at the time of purchasing their home, the once only payment will be payable on evidence of ownership.</p> <p>Termination of employment within two (2) years of the purchase (settlement) of an eligible home, whether by resignation or termination by the employer, will result in a pro-rata repayment to the Shire.</p> |

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| Person Responsible | Deputy Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



4.3 Staff Housing – Rental Subsidy

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| Policy | <p>Council staff housing, when available will be provided to permanent full time staff members and a subsidy of \$75.00 per week will be deducted from the current market value of the property.</p> <p>Where there is a shortage of suitable staff housing, a rental subsidy may be paid on private rental accommodation subject to the approval of the Chief Executive Officer. (A copy of the lease agreement AND proof of rental payment is required eg. Copy of bank statement)</p> <p>This subsidy is available to part time employees on a pro-rata basis (calculated on base part time hours).</p> <p>Should the Shire housing not be maintained to an acceptable standard (both inside and outside), the Chief Executive Officer reserves the right to discontinue the weekly rental subsidy.</p> <p>Employees who own their own house in the Shire of Dalwallinu are not entitled to the subsidy.</p> <p>Council does not permit employees to sublet any rooms in Shire housing without permission from the Chief Executive Officer.</p> <p>Shire housing is subject to six monthly rental inspections.</p> |
| Objective | To provide an incentive for staff to remain within the employ of the Shire. |
| Guidelines | Rental housing is provided in accordance with the requirements of the Residential Tenancy Act 1987. |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Amended March 2018 (M9129) Amended March 2019 (M9342) |



4.4 Designated Senior Employees

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| Policy | <p>For the purposes of Section 5.37 of the <i>Local Government Act 1995</i>, the Council shall designate the following employees to be “senior employees”:</p> <ul style="list-style-type: none"> • Deputy Chief Executive Officer/Manager Corporate Services • Manager Works & Services • Manager Planning & Development |
| Objective | <p>The designation of senior employees in accordance with Section 5.37 of the <i>Local Government Act 1995</i>.</p> |
| Guidelines | <p>The Chief Executive Officer is a senior employee under the provision of Section 5.36 of the <i>Local Government Act 1995</i>.</p> |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Amended March 2019 (M9342) |



4.5 Water Consumption for Council Staff Houses

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| Policy | Council will meet the full cost of water usage for Council owned staff housing. |
| Objective | To ensure that Council housing gardens are maintained. |
| Guidelines | The Chief Executive Officer reserves the right to charge the tenant for water usage should the gardens not be maintained (lawns green/mowed and gardens free of weeds). |

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| Person Responsible | Deputy Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Amended March 2019 (M9342) |



4.6 Severance Pay

Policy

Voluntary Terminations

Employees leaving the organisation of their own volition for the purposes of retirement or career change will not be paid an ex-gratia or severance payment except as provided for in this policy.

Entitlement

A terminating employee is entitled to severance pay and benefits in accordance with:

1. Any federal or state award, industrial agreement or contract applicable to that employee;
2. Any applicable provisions within the employees contract of employment;
3. Any applicable award order made by a federal or state industrial tribunal arising from the circumstances of that employee being specifically brought before that tribunal, subject to any right of appeal;
4. Where Council so agrees, any recommendation made by a federal or state industrial commissioner arising from the circumstances of that employee being specifically brought before that commissioner.

Dismissal

Where a dismissed employee has taken or is proposing to take litigation for alleged unfair dismissal, Council may decide to settle to avoid expensive litigation (see Guidelines below).

Redundancy

Where an employee's position is made redundant then he/she shall receive a redundancy payment as per the award, industrial agreement or employee contract.

Unforeseen circumstances

Nothing in this policy prevents Council from determining that in unforeseen circumstances, terminating employees may be paid additional monies or provided additional benefits where justified and where it is demonstrably in the best interests of the Shire of Dalwallinu.



If Council so determines to provide a payment, details of the severance pay and benefits shall be published in accordance with Section 5.50(2) of the Act.

Payments in addition to a contract or award

Where an employee has displayed exemplary service over a period of not less than seven (7) year service to the Shire, a payment, not exceeding 25% of the employees average final year's salary, may be made.

Each case to be determined, by Council, on its merits.

The value of the payment or payments made under this policy, for an employee whose employment with a local government finishes after 1 January 2010, is not to exceed in total:

- a) If the person accepts voluntary severance by resigning as an employee, the value of the persons final annual remuneration, as defined by Regulation; or
- b) In all other cases \$5,000

Objective The purpose of this policy is to set down the severance payable to terminating employees for the purpose of Section 5.50(1) of the *Local Government Act 1995* and *Local Government (Administration) Regulations 1996* – Reg19A.

Guidelines Matters to be taken into consideration by Council as to whether it will seek a settlement and if so, the extent of any financial offers may include:

- The strength of the respective cases in any litigation
- The cost of legal advocacy and support
- The cost of witnesses
- The cost of travel and accommodation in running the case
- The cost of having staff involved in the preparation and hearing of a case
- The disruption to the operations
- The cost of witnesses
- The cost of travel and accommodation in running the case
- The cost of having staff involved in the preparation and hearing of a case
- The disruption to the operations



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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



4.7 Sick Leave ‘Cash Out’ Scheme

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| Policy | Eligible qualifying employees may, each financial year, elect to cash out up to five (5) days, the equivalent of one week’s sick leave at the ordinary rate of pay. |
| Objective | To encourage employees to limit the number of sick days taken in any one year whilst recognising that it is in the best interest of all employees to take sick leave when required. |
| Guidelines | <p>For every sick day taken during the preceding twelve (12) months, a day will be deducted from the five (5) days available to be cashed out.</p> <p>Therefore, an employee having five (5) or more sick days during the twelve month period will not be eligible for the cash out option.</p> <p>The cash out is to be taxed at the appropriate rate as determined by the Taxation Office.</p> <p>The employees accrued sick leave entitlement is to be amended, reducing sick leave accruals by the number of days cashed out.</p> <p>Permanent part time employees receive the same benefit based on the daily rate for each day taken.</p> <p>A qualifying employee is a permanent employee of the Shire, who has been employed by the Shire for twelve (12) months prior to the offer.</p> <p>Employees are to be given the option, in writing, whether to cash out or not.</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



4.8 Staff Superannuation

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| Policy | The Shire of Dalwallinu will match voluntary employee contributions dollar for dollar to a maximum of 5%. |
| Objective | To provide an incentive for employees to contribute to their superannuation fund. |
| Guidelines | <p>All employees shall have the option to salary sacrifice a nominated percentage of their salary or make additional contributions to superannuation, but there is no obligation on the Shire of Dalwallinu to match employee contributions other than in accordance with this policy.</p> <p>Variation to Policy</p> <p>Council may vary this policy from time to time with respect to legislative changes and any other mitigating circumstances.</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



4.9 Study Assistance

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| Policy | <p>Study assistance relates to any qualification gained through University/TAFE/College which has a national recognisable attainment.</p> <p>Permanent employees who have completed their probationary period may be eligible for study assistance subject to the conditions of this Policy.</p> <p>Approval may be granted only where there is clear relevance between current or prospective duties and the studies to be undertaken.</p> <p>The Chief Executive Officer is authorised to approve Study Assistance based on advice from the relevant Manager.</p> <p>Applications for study assistance must be annually.</p> <p>The Shire will allocate in the Annual budget a sum to assist with the costs associated with employee study assistance.</p> <p>This assistance is provided for training that is over and above the normal training that employees are required to do to perform their job.</p> |
| Objective | <p>The Shire supports employees who endeavour to further their education (as it related to their position), through the provision of a financial subsidy and time off for study.</p> |
| Guidelines | <p>Financial Assistance</p> <p>The Shire will consider reimbursement to the maximum value of \$2,500 in any year for education through a recognised provider (i.e. University/Tafe/College):</p> <ul style="list-style-type: none">• Authorisation from the Chief Executive Officer, 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;• Employees must pay for the approved unit(s) upfront and pass the unit(s), prior to any reimbursement claim being made.• In order to claim reimbursement, employees must complete the study assistance claim form, provide the receipt of payment and a copy of the results obtained showing that they gained the qualification. |



- If the employee leaves within twelve (12) months of obtaining the qualification they are required to pay back 50% of the financial assistance granted by the Shire.

Time off for study

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):

- 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 are being utilised.
- The five (5) hours per week shall include travel time to and from the place of study.
- Reasonable time for examinations will be considered.
- A study assistance application form must be completed and approved prior to time off for study being commenced.
- Time off for study must be applied for on an annual basis.
- Employees cannot apply for financial assistance plus time off for study leave. Application is to be for one or the other.

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| Person Responsible | Chief Executive Officer |
| History | New Policy April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



4.10 Drug and Alcohol

Policy

1.0 COMMITMENT

1.1 Shire of Dalwallinu

The Shire of Dalwallinu and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes an occupational safety and health issue if a workers ability to exercise judgement, coordination, motor control, concentration and alertness at the workplace is impaired. For the purposes of this policy, the term “employee/s” shall extend to cover contractors, volunteers and any person performing work for the Shire of Dalwallinu in any capacity.

The Shire of Dalwallinu is committed to providing the safest possible workplace for its employees and to achieve the highest standards of safety and health, all employees are encouraged and expected to be free of alcohol and or other drugs whilst carrying out their duties. The underlying principles of the Shire of Dalwallinu are fairness and transparency and providing a safe workplace that promotes and protects the well-being of all employees within the Shire of Dalwallinu.

1.2 The Individual’s Responsibility

Under the *Occupational Safety and Health Act 1984 (the OSH Act)*, workers must take reasonable care of their own safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable, except in relation to any authorised and responsible use of alcohol at workplace functions.

Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is impaired by alcohol and/or drugs at the workplace, may face disciplinary action including possible termination of employment.

All employees are expected to comply with the Shire of Dalwallinu’s Code of Conduct at all times. They should carry out their duties in a professional, responsible and conscientious manner and refrain from any conduct (including alcohol abuse or substance misuse) which could adversely affect their personal work performance or the safety and well-being of others.



2.0 Reporting Requirements

Under the *Occupational Safety and Health Act 1984*, employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs, as this presents a hazard in the workplace.

3.0 Drug use on the Premises

Employees who buy, take or sell drugs on Shire of Dalwallinu premises, may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal and may be referred to the relevant authorities.

Prescribed and Over the Counter Medications:

The employee must follow the instructions in respect of prescribed or over the counter medications. If the medication affects their ability to perform a task they must advise their supervisor or manager. Employees taking prescribed or over the counter medication must not commence duties if their doctor or pharmacist indicates that it would not be safe to do so.

The categories of drugs and substances prohibited by the Shire of Dalwallinu are outlined as per the Australian Standard AS 4308 for drugs of abuse.

4.0 Consumption of Alcohol on Shire Premises

Except in situations where the Shire of Dalwallinu holds a function on Shire premises and alcohol is provided, employees must not bring in and/or consume/or sell alcohol in the workplace.

5.0 Drug/Alcohol Treatment Programs

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the Shire of Dalwallinu will provide assistance to the employee.

The Shire of Dalwallinu will allow an employee to access any accrued personal or annual leave while they are undergoing treatment and;

The Shire of Dalwallinu will take steps to return an employee to their position after completion of the treatment program, if practicable in the circumstances.

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management, will review the full circumstances and



agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or is possible termination from employment if the employee is unable to safely carry out the requirements of their role.

6.0 Responsibilities

The Shire of Dalwallinu considers that the use of alcohol or other drugs is primarily a health issue for individual employees, however, where an employee's performance or conduct affects his/her health and safety, and/or others in the workplace, the Shire of Dalwallinu is committed to appropriately managing the issue.

A likely outcome for any breach of this policy will be disciplinary action (up to and including termination of employment), however the Shire of Dalwallinu may also manage the issue by:

- Providing appropriate education and training to employees;
- Providing professional counselling and support where needed.

6.1 Managers Responsibilities – Consumption of Alcohol at Work Sponsored Functions

- Encourage their people to make alternative arrangements for transport to and from work prior to the function;
- Ensure that the following is made available: - Low alcohol beer, soft drinks, water and other beverages such as tea and coffee and food;
- If the manager believes a person may be over the legal alcohol limit, assist the person with safe transport home (including contacting a family member); and
- If the manager has to leave the function early, appoint a delegate to oversee the rest of the function.

7.0 Pre-Employment Medical Tests

As part of their recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

8.0 Basis for Testing

8.1 Random Testing

Random testing may also be conducted. Random testing may utilise a variety of methods for randomly selecting names such as software, lottery of selection through coloured marbles in a bag drawn by each employee. All staff on site must participate in the random selection.



8.2 Blanket Testing

Blanket testing of the entire organisation may be conducted. All members of the workforce must participate in this process if instigated.

8.3 Testing as the Result of an Incident

The employee/s will be tested if an accident or incident occurs and it is suspected that the cause may have been alcohol or drug related.

8.4 Reasonable Suspicion

The employee/s will be tested upon reasonable suspicion that the employee/contractor is under the influence of drugs and/or alcohol.

9.0 Identification of Impairment & Testing

If the manager/supervisor has reasonable grounds to believe that an employee is affected by drugs and/or alcohol they will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears to be affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

If the manager/supervisor suspects that an employee is under the influence of drugs and/or alcohol they may pursue any or all of the following actions:

- Direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties;
- Require that an employee undergo drug and alcohol testing administered by a representative of the Shire of Dalwallinu. The saliva and/or urine testing will be set at **zero tolerance** for all staff.
- Direct an employee to go home and invite them to take annual leave.

A medical assessment may include drug and/or alcohol test. Testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008 – Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine.



In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, the manager/supervisor may request further information from the medical practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken. The manager/supervisor may direct the employee to go home following the medical assessment until it can be established that they are fit to undertake their duties.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusals to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test for alcohol and/or drugs:

- The Shire of Dalwallinu has a policy of “zero tolerance” for any illicit substance and should a laboratory confirmed drug test return positive this will result in the employees instant dismissal.
- The employee tested and the supervisor (or manager) will be informed of the result;
- A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the Shire of Dalwallinu.

An employee who returns a positive test will be in breach of this policy.

10.0 Education, Training & Awareness

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.

The Shire of Dalwallinu engages the services of an external Employee Assistance Provider who can provide the organisations people with free and confidential counselling.

11.0 Consequences of Breaching this Policy

An employee engaged by the Shire of Dalwallinu who breaches the provisions of this policy may face disciplinary action including possible termination of employment.



12.0 Variation to this Policy

This policy may be cancelled or varied from time to time. All the organisations employees will be notified of any variation to this policy by the normal correspondence method.

Guidelines

Definitions

For the purpose of this Policy, being “under the influence of alcohol and/or other drugs” the following definition and interpretations shall apply:

Impaired Work Performance – means sudden or gradual deterioration of a person’s ability to function appropriately at work.

Unfit for Work – means being impaired for work and therefor unable to perform duties in a safe manner.

Use – means eating, drinking, inhaling, injecting or dermal absorption of any substance or drug.

Misuse – means inappropriate use of a substance on the Shire of Dalwallinu premise or property, including overdose of a drug or the failure to take a drug in accordance with medical advice.

Alcohol – means any beverage containing alcohol. In chemistry an alcohol is any organic compound in which the hydroxyl functional group is bound to a saturated carbon atom.

Drugs – means Amphetamines, Cannabinoids THC, Barbiturates, Cocaine, Opioids, Methadone, Benzodiazepines and other narcotics. The categories of drugs and substances prohibited by the Shire of Dalwallinu are outlined as per the Australian Standard AS 4308 for drugs of abuse.

Substance – means a person employed by the Shire of Dalwallinu in a permanent, part-time or casual role.

Contractor – means a person engaged by the Shire of Dalwallinu (includes sub-contractor personnel) to perform works on Shire of Dalwallinu property through the Shire of Dalwallinu property through the issue of a purchase order.

Organisation – means the Shire of Dalwallinu

Incident – means a workplace accident or event which is subject to an OSH investigation.

Over the Counter – means purchases from a pharmacy or retail outlet.



Explanatory Note

Notwithstanding, this Policy incorporates a procedure for disciplinary action under Statement 5.0 to address matters where an employee is deemed 'unfit for work', the Council acknowledges that the Chief Executive Officer may, at his/her discretion, accounting for a particular circumstance or situation, deviate from this procedure in managing the daily operations of the Shire pursuant to Section 5.41 of the *Local Government Act 1995*.

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| Person Responsible | Chief Executive Officer |
| History | New Policy June 2017 (M8846) Amended March 2018 (M9129) Amended August 2018 (M9231) Reviewed March 2019 (M9342) |



4.11 Staff Uniforms

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| Policy | <p>Uniforms purchased by an approved local government uniform supplier will be covered up to a maximum of \$500.00 per financial year. Any additional expenses over \$500.00 will be covered by the employee.</p> <p>Uniforms purchased under this policy must have the Shire logo or the logo of the approved supplier on the clothing.</p> <p>Any employee who does not utilise the full \$500.00 per financial year is not entitled to receive a cash refund for any shortfall at the end of the financial year and the shortfall cannot be carried over to the following year.</p> |
| Objective | <p>This policy provides guidelines in respect to the maximum allowance given to employees not provided uniforms as part of their role.</p> |

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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | New Policy March 2018 (M9129) Reviewed March 2019 (M9342) |



4.12 Disciplinary Action

Policy

1.0 Commitment

The Shire of Dalwallinu may from time to time consider that issues of employee behaviour, misconduct or unacceptable performance levels require disciplinary action.

The Shire of Dalwallinu is committed to providing the best possible service and ensuring its employees perform and conduct themselves in accordance with Shire of Dalwallinu policies, procedures and guidelines. Any disciplinary procedure will be applied in a consistent, fair and objective manner, and it will ensure that, where reasonable, employees are given an opportunity and assistance to improve.

2.0 Authority to take Disciplinary Action

Disciplinary action may only be taken when authorised by the Chief Executive Officer in consultation with the Managers.

3.0 When the Disciplinary Policy Applies

Some examples of when this policy may be invoked include breaches of Shire of Dalwallinu policy 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 attending for work late or producing a poor quality of work; or
- Inappropriate personal behaviour such as theft, discrimination, harassment, bullying or wilfully disobeying a lawful instruction.

4.0 General Disciplinary Principles

The following principles will apply to any disciplinary action take.

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 ensure, in accordance with the Grievances, Investigations & Resolution Policy & 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 the 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.

Fair and impartial

The Shire of Dalwallinu 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.

5.0 Serious Misconduct

Serious misconduct pursuant to the *Fair Work Regulations 2009 (Cth)* 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 Dalwallinu's organisation;
- the employee, in the course of the employee's employment, engaging in:
 - theft; or
 - fraud; or
 - assault;
- the employee being verified, intoxicated at work;
- the employee returning a positive result for drugs, confirmed by a laboratory test; 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).



6.0 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 of Dalwallinu's policies, the employee could be disciplined as follows:

- **Verbal warning** – Where an employee engages in an act or omission which is inconsistent with the Policies, management 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 omissions, or acts in a manner which is inconsistent with the Policies, management has the discretion to issue the employee with a written warning. The employee must be given a copy of the written warning.
- **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 of Dalwallinu has a valid reason for terminating the employee's employment and the employee has an opportunity to response 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 of Dalwallinu's discretion and the type of disciplinary action will depend on the seriousness and frequency of any misconduct or performance issue.

7.0 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 Dalwallinu's Grievances, Investigations and Resolutions Policy.

8.0 Investigation procedures for alleged misconduct

Investigations into alleged misconduct should follow the processes details in the Shire of Dalwallinu's Grievances, Investigations and Resolutions Policy.

9.0 Reporting Obligations

If an officer or employee of the Shire of Dalwallinu 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)*.

10. 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.

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| Person Responsible | Chief Executive Officer |
| History | New Policy August 2018 (M9231) Reviewed March 2019 (M9342) |



4.13 Grievances, Investigations & Resolution

Policy

All employees have a right to express any genuine grievances or complaints via an impartial internal process. All employees involved in a grievance process are expected to participate in good faith. For the purposes of this policy, the term “employees” will extend to cover contractors, volunteers and any person performing work for or with the Shire of Dalwallinu in any capacity.

ROLES

Complainant – An employee who raises a complaint about a matter regarding the workplace.

Respondent – An employee who is alleged to have acted in a manner which caused the complainant to raise a complaint.

Support Person – A Complainant and/or a Respondent may choose to bring a Support Person with them to a meeting, where practicable. The role of the Support Person is not to advocate on behalf of anyone, but to simply provide emotional support.

Witness – A person (including an employee) who is requested by the Local Government to assist the process by providing relevant information regarding the complaint.

1.0 What to do if you have a complaint?

If an employee (Complainant) is the victim of behaviour of another employee (Respondent) which is inconsistent with the Local Government’s policies, procedures or guidelines, the Complainant should, where reasonable or practicable, first approach the Respondent for an informal discussion. If the nature of the complaint is deemed to be sufficiently serious, the Complainant should contact the Manager directly.

If the inappropriate behaviour continues, the Complainant is encouraged to make a formal complaint to their direct manager. If the direct manager is the Respondent in the matter or if the employee feels uncomfortable approaching their Manager, the Complainant should approach the Chief Executive Officer.

The employee who receives the complaint must contact the Chief Executive Officer and decide upon the most appropriate way to take the matter forward, whether it is an informal discussion with the



Complainant and/or the Respondent, or the commencement of a formal investigation of the complaint.

2.0 Key principles in the Complaint Resolution Process

The following principles are necessary for the fair investigation and resolution of a complaint:

Confidential – Only the employees directly investigating or addressing the complaint will have access to the information about the complaint. The Shire of Dalwallinu may inform or appoint a third party to investigate or advise on the investigation. All parties involved in dealing with a complaint are required to keep the matter confidential. Information will only be placed on an employee’s personal file if they are disciplined as a result of the complaint;

Impartial (fair/unbiased) – Both parties will have an opportunity to put their case forward. No assumptions are made and no action will be taken until available and relevant information has been collected and considered;

Sensitive – The employees who assist in responding to complaints should be specifically trained or equipped to treat all complaints sensitively and ensure the process is free of coercion or intimidation;

Timely - The Shire of Dalwallinu aims to deal with all complaints as quickly as possible and in accordance with any legislative requirements;

Documented – All complaints and investigations must be documented. In formal grievance processes, records must be kept of all documents collected and/or drafted as part of that process. For more informal processes, a file note or note in a diary may be sufficient.

Natural Justice – The principles of natural justice provide that:

- a respondent against whom allegations are made as part of a grievance process has the right to respond to the allegations before any determination is made;
- a respondent against whom an allegation is made has the right to be told (where possible and appropriate) who made the allegation;
- anyone involved in the investigation should be unbiased and declare any conflict of interest;
- decisions must be based on objective considerations and substantial facts; and
- the Complainant and Respondent have the right to have a support person present at any meetings where practicable.



Procedural Fairness – The principles of procedural fairness provide that:

- the Respondent is advised of the details (as precisely and specifically as possible) of any allegations when reasonably practicable;
- a Respondent is entitled to receive verbal or written communication from the Shire of Dalwallinu of the potential consequences of given forms of conduct, as applicable to the situation;
- the Respondent is given an opportunity to respond to any allegations made against them by a Complainant;
- any mitigating circumstances presented to the Shire of Dalwallinu though the grievance process are investigated and considered;
- the Respondent has the right to have an appropriate support person present during any inquiry or investigation process where practicable or necessary;
- any witnesses who can reasonably be expected to help with an inquiry or investigation process should be interviewed; and
- all interviews of witnesses are conducted separately and confidentially.

3.0 Outcome of Making a Complaint

If a complaint is substantiated, there are a number of possible outcomes. If the complaint involves a performance issue, the Manager of the Respondent may commence a formal or informal performance management process with the Respondent or elect to discipline the Respondent in accordance with the Disciplinary Policy.

If the complaint involves a breach of a Policy or any other behaviour that is inconsistent with the employment relationship, the Manager of the Respondent, in conjunction with Human Resources, may elect to discipline the Respondent in accordance with the Disciplinary Policy.

4.0 Vexatious or Malicious Complaints

Where a Complainant has deliberately made a vexatious or malicious complaint that Complainant may be subject to disciplinary action, including but not limited to, termination of employment.



5.0 Victimization of Complainant

A Complainant must not be victimised by the Respondent or any other employee of the Shire of Dalwallinu for making a complaint. Anyone responsible for victimising a Complainant may be subject to disciplinary action, including but not limited to, termination of employment.

6.0 Variation to this Policy

This policy may be cancelled or varied from time to time. All the Shire of Dalwallinu’s employees will be notified of any variation to this policy by the normal correspondence method.

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | New Policy August 2018 (M9231) Reviewed March 2019 (M9342) |



4.14 Secondary Employment

| | |
|------------|---|
| Policy | <p>The Shire of Dalwallinu recognises that its employee’s may engage in secondary employment outside of their employment with the Shire of Dalwallinu. This policy aims to provide guidance to the disclosure, implications and limitations regarding ‘secondary employment’ in the context of perceived and actual conflicts with the work conducted at the Local Government.</p> <p>For the purposes of this policy, secondary employment includes paid employment with another organisation, running a business, maintaining a professional practice or consultancy, contract work and being a director of an organisation. It may also include voluntary activities if those activities have the potential to affect employment with the Shire of Dalwallinu.</p> |
| Objective | <p>To provide guidance to employees when considering secondary employment.</p> |
| Guidelines | <p><i>Commitment</i></p> <p>The Shire of Dalwallinu will exercise the discretion to consent to an employee’s application for secondary employment, unless the secondary employment will, or is likely to have an adverse impact on their employment with the Shire of Dalwallinu. In considering any such application, the Shire of Dalwallinu will have due regard to principles affecting employment by Local Governments under Section 5.40 of the <i>Local Government Act 1995</i>.</p> <p><i>Requirement</i></p> <p>An employee must not engage in secondary employment outside the service of the Shire of Dalwallinu without first informing the Chief Executive Officer. The Chief Executive Officer will review the nature of the secondary employment and provide the employee with an outcome. If the Chief Executive Officer elects not to give consent to secondary employment, the Chief Executive Officer must provide an explanation outlining any perceived or actual adverse impact the secondary employment may have on their employment with the Shire of Dalwallinu.</p> <p><i>Conflicts of Interest with the Local Government</i></p> <p>Secondary employment can lead to conflicts of interest and/or conflicts of duties. An employee must not use Shire of Dalwallinu time, resources, or information obtained from the Shire of Dalwallinu in the</p> |



course of secondary employment, or otherwise take advantage of their position at the Shire of Dalwallinu for the benefit of their secondary employment.

An assessment of any secondary employment will be undertaken annually or more regularly if required in order 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 Shire of Dalwallinu resources, especially telephone, email and office stationery and material;
- unauthorised use of information and intellectual property;
- absenteeism due to competing commitment;
- diminished work performance resulting from tiredness, distraction or time pressures;
- increased loan on co-workers who must ‘cover’ the reduced performance of one employee; and
- adverse effects on the public’s perception of the integrity of the Shire of Dalwallinu.

Responsibility of Employee

An employee must avoid and appropriately resolve any conflict or incompatibility between his or her private or personal interests and the impartial performance of his or her public or professional duties.

Employees with approval to engage in secondary employment have a duty to notify the Chief Executive Officer of any change in circumstances which might give rise to a conflict of interest, incompatibility with their Shire of Dalwallinu employment or any real or perceived adverse impact on their performance of professional duties.

Responsibility of the Chief Executive Officer

The Chief Executive Officer may deny an application to engage in secondary employment where it presents a conflict with their Shire of Dalwallinu duties.

The Chief Executive Officer may take the termination of secondary employment a condition of commencement or continuation of employment with the Shire of Dalwallinu. Further, the Chief Executive Officer may place any necessary restrictions on secondary employment so as to not interfere with the position with the Shire of Dalwallinu.

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. In some circumstances, the Shire of Dalwallinu may be obliged to notify an external agency, such as the Corruption and Crime Commission, if the secondary employment arrangements requires further investigation.

Voluntary & Community Organisations

Shire of Dalwallinu employees are encouraged to contribute to the community and be involved in voluntary and community organisations. Within the context of this Policy, an employee is free to fully participate in voluntary and community organisations, charities and in professional associations. However, this must be in the employee’s own time, except where permission is granted by the Chief Executive Officer for participation during work hours. Refer Policy 4.1 Voluntary Service.

Appeals

If an employee who does not receive approval from the Shire of Dalwallinu to undertake secondary employment wishes to appeal the decision, they are entitled to make their appeal in writing to the Chief Executive Officer for reconsideration.

Variation to this Policy

This policy may be cancelled or varied from time to time. All the Shire of Dalwallinu employees will be notified of any variation to this policy by the normal correspondence method. All employees are responsible for reading this policy prior to engaging in secondary employment.

| | |
|--------------------|-----------------------------------|
| Person Responsible | Chief Executive Officer |
| History | New Policy September 2019 (M9439) |



4.15 Employee Professional Development

Policy

The Council and Shire acknowledges that professional development is an important factor in personal job satisfaction, workplace productivity, reward and recognition and plays an essential part in continuous improvement of the quality of its programs and services.

The Shire is committed to providing a supportive and rewarding environment for its employees and recognises that the quality of responsiveness and professionalism of its workforce are linked to the further development of their skills and competencies.

This commitment will include providing employees with:

- the opportunity to plan and develop skills, knowledge and attributes that complement organisational and service area goals;
- the opportunity to participate in career development activities that extend and enhance their capabilities and capacity for advancement within the organisation;
- the opportunity to attend relevant professional organisation conferences;
- the opportunity to participate in relevant study tours;
- equity of access to professional development opportunities.

Professional development opportunities and requirements are an integral component of the annual performance review process.

Employees are encouraged, as part of the performance review process, to take an active role in their own ongoing professional and career development and to apply their learning to its most effective use.

MANAGEMENT PROCEDURES

Application

This policy and Management Procedure applies to all Shire employees.



Definitions

| | |
|---|---|
| Conference/Professional Development | Is defined as an activity conducted by a professional body or legitimate group to provide professional interaction and networking designed to improve work related knowledge and skills |
| Employee | Refers to individual's employed by the Shire at officer, managerial level, including the Chief Executive Officer |
| Continuing Professional Development (CPD) | Refers to a process of ensuring continual professional and relevant skills related development. Certain professional societies and associations have a formal CPD system, requiring recording of events attended and activities undertaken as evidence of mandatory CPD |

Eligibility

Except where an Employment Contract provides otherwise for a particular staff member, the following eligibility criteria shall apply:

- All members of staff, other than casuals, employed on a continuing or fixed-term basis are eligible to apply for a conference and seminar attendance, provided they have been employed by the Shire for a continuous period of greater than twelve (12) months;
- Attendance at conferences/seminars should have been identified as a learning and development requirement as part of the annual performance review;
- Approval shall be withdrawn should a member of staff tender their resignation from the Shire subsequent to approval being granted but prior to the attendance at the Conference/Seminar.

Members of staff who are due to retire from the Shire will not normally be entitled to apply for approval to attend a conference or seminar.



Interstate Conferences

Attendance at interstate conferences and/or seminars shall be limited to Managers and the Chief Executive Officer, unless extenuating circumstances apply.

Attendance at Education courses, seminars, conference, workshops etc

Members of the Designated Senior Staff are encouraged to attend the Annual State Conference relating to their profession;

Members of the Designated Senior Staff may attend bi-~~annually~~ **annually (every two years)**, the ~~Federal National~~ Conference relating to their profession.

The Chief Executive Officer is authorised to approve the attendance of staff at educational courses, seminars, conferences, workshops etc subject to the following guidelines:

- it is specifically provided for in the Officer's employment contract; or
- the staff training budget allocation provides for such attendance; and
- the employee will be away from work for a period of not more than five (5) working days; and
- the Chief Executive Officer is to ensure that attendance at the conference will be beneficial to the Officer and/or ~~Council the~~ **Shire;**
- the Officer is to provide a brief report on the conference to colleagues at the next available staff meeting.

The Chief Executive Officer may authorise his/her attendance at appropriate educational courses, seminars, conferences, workshops etc, where:

- it is specifically provided for in the Officer's employment contract; or
- the staff training budget allocation provides for such attendance; and
- the employee will be away from work for a period of not more than five (5) working days; and
- any registration cost is not greater than \$2,000; and
- it is in the stat of Western Australia; and
- suitable relief arrangements can be made.

The Shire President may authorise the Chief Executive Officer's attendance at appropriate courses, conferences, professional



development etc in accord with the Officer’s employment contract. Any conference not included in the Officer’s contract is to be approved by Council.

Funds for attendance at State and ~~Federal~~ National Conferences may be provided specifically where known in each annual budget or provided for generically under the provision of Staff training.

Note:

Conference registration and accommodation costs are not to exceed any amount stated in the individual Officer’s employment contract, unless approved by the Chief Executive Officer/Shire President;

Attendance by the Chief Executive Officer/Senior Manager at the Annual WALGA conference is not to be included in the calculations for the Officer’s annual Professional Development allowance as stated in their contracts.

Objective

The objective of this Policy is to set out how the Shire of Dalwallinu (the Shire) will encourage and support employees in their professional and career development as part of their employment with the Shire and to provide administrative guidelines to facilitate fairness and equity in the application of these general principles.

| | |
|--------------------|----------------------------------|
| Person Responsible | Chief Executive Officer |
| History | New Policy February 2020 (M9509) |



5. Works



5.1 Private Works

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|------------|--|
| Policy | <p>All private works are to be subject to a written agreement between the private party and the Shire.</p> <p>At the discretion of the Manager Works & Services/Works Supervisor, where works are to be carried out on behalf of a ratepayer or other private person, the estimated cost of the works shall be pre-paid. Any additional cost is to be met by the private party and any balance remaining on completion of the works shall be refunded.</p> |
| Objective | <p>To ensure a proper record of works undertaken and to substantiate the Shire’s obligation.</p> <p>To ensure that the Shire is not left with unpaid debts for private works.</p> |
| Guidelines | <p>A request in the prescribed form is to be completed by the applicant and lodged with the Manager Works & Services/Works Supervisor.</p> |

| | |
|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.2 Shire Equipment – Private Use

| | |
|------------|--|
| Policy | <p>Shire equipment is not available for use by non-Shire employees.</p> <p>Shire plant items such as loaders, graders and trucks are not available for private use by employees.</p> <p>Shire employees may, with written approval of the Chief Executive Officer, use the Shire’s small items of equipment such as lawnmowers, chainsaws and light vehicles subject to:</p> <ul style="list-style-type: none"> • The employee being trained in the use of the equipment (where necessary); • The use being limited to work associated with the employee’s/Shire property; • The employee meeting the cost of consumables e.g fuel, discs etc |
| Objective | <p>A local government has the right to allow private use of its resources but the use must be open and accountable to the public.</p> |
| Guidelines | <p>The equipment is not available for employees to undertake works for profit or for non-employees other than recognised charitable groups.</p> <p>The employee is to be responsible for the care, maintenance, damage and repair of the equipment.</p> <p>The employee accepts liability for any injury incurred by themselves or other person or body whilst using the equipment.</p> |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.3 Hire of Shire Plant

| | |
|------------|--|
| Policy | <p>Shire plant or equipment that has a driver/operator compartment shall not be hired out without its driver/operator.</p> <p>No minor items of plant such as chainsaws, whipper snippers, lawn mowers, turf equipment or tools are available for hire to the public.</p> |
| Objective | To ensure the safe and careful use of Shire property. |
| Guidelines | All requests are to be in writing and directed to the Manager Works & Services. |

| | |
|--------------------|--|
| Person Responsible | Chief Executive Officer |
| History | <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



5.4 Garden & General Refuse Pick Up

| | |
|------------|---|
| Policy | A bi -annual Garden/Refuse pick up will be carried out for each town within the Shire. |
| Objective | To provide the community with an opportunity to clear excess household/garden waste. |
| Guidelines | Collection to be advertised giving a minimum of two (2) weeks' notice. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.5 Road Making Materials

Policy Should it be necessary to obtain road making materials from private property, then any compensation is to be at a flat rate per cubic metre, ~~as prescribed in Council's Fees & Charges~~ and is to be evidenced by a written agreement (~~see attached~~), signed by the landowner and the ~~Manager Works & Services~~/ Works Supervisor and countersigned by the Chief Executive Officer.

Objective To ensure there is written evidence of Council's obligations.

Guidelines

- To document agreements with landholders for the supply of road making materials
- To outline any conditions relating to the taking of road making materials
- Property owner not required to obtain Extractive Industries Licence as it is the Shire that is operating the pit
- To specify compensation payable
- To prescribe rehabilitation requirements
- To prevent disputes arising from removal of road making materials

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.6 Street Trees (New subdivisions)

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|------------|---|
| Policy | Trees to be planted one tree per twenty (20) metres of frontage. Council will not consider applications for tree planting in ten (10) metre road reserves. |
| Objective | To ensure uniform planting. |
| Guidelines | Trees are to be issued free of charge to householders with the species determined by Council. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.7 Property Access and Crossovers

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|------------|---|
| Policy | Access and Crossovers to properties shall be constructed to the specifications attached to this policy. |
| Objective | To provide uniform specifications. |
| Guidelines | The Manager Works & Services is to ensure that a complete works request form or other written documentation is obtained prior to the commencement of works. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



ATTACHMENT 5.7(A)

Property access and crossover specifications

Subject to variation at the discretion of Council, the policy regarding access and crossovers shall be:

BASIC ACCESS

Construction of 150mm (depth) compacted gravel carriageway from the property boundary to the roadside, including the installation of culverts where necessary as deemed by the Shire.

Council will pay a portion for the cost of the following standard dimensions, as outlined below:

Residential

Standard width over full length = 3.0m

Standard widening at roadside junction = 45 degrees for 1 metre on both sides with

Maximum allowable width at roadside = 9.0m

Industrial & Commercial

Standard width over full length = 4.0m

Standard widening at roadside junction = 45 degrees for 1 metre on both sides with

Maximum allowable width at roadside = 13.0m

Rural

Standard width over full length = 10.0m

Standard widening at roadside junction = 45 degrees for 2 metre on both sides or from culvert to roadside

General Conditions

- Multiple access to be separated by a minimum of 3.0 metres at the roadside
- No access to be located within 6.0 metres of an intersection boundary or 3.0 metres of a ROW within a townsite
- No access to be located within 50 metres of an intersection for rural crossovers
- Council subsidy of rural access is limited to one (1) per farm
- All variations to be paid in full by owner/applicant

Residential

Installation of concrete bell and socket reinforced concrete pipes with pre-cast concrete headwalls where a culvert is deemed by the Shire to be required.



Water binding and a two coat seal with the first coat being applied with a minimum 10mm size aggregate and the second coat being applied with a maximum 7mm size aggregate, where footpath is not paved or otherwise sealed.

100mm depth of reinforced (mesh) concrete on 100mm compacted sand where footpath is paved.

Industrial & Commercial

If the proponent would like a concrete cross over then the minimum standard is 125mm depth of reinforced (mesh) concrete on 100mm compacted sand.

Water binding and a two coat seal with the first coat being applied with a minimum 10mm size aggregate and the second coat being applied with a maximum 7mm size aggregate, where footpath is not paved or otherwise sealed.

Installation of concrete bell and socket reinforced concrete pipes with pre-cast concrete headwalls where a culvert is deemed by the Shire to be required to the size specified by the Shire.

Rural

Installation of concrete bell and socket reinforced concrete pipes with pre-cast concrete headwalls where a culvert is deemed by the Shire to be required.

To bitumen road: Water binding and a two coat seal with the first coat being applied with a minimum 10mm size aggregate and the second coat being applied with a maximum 7mm size aggregate to standard measurements (at the point of meeting the sealed road) of 10 metre width and 10 metre length.

To gravel road: Installation of concrete bell and socket reinforced concrete pipes with pre-cast concrete headwalls where a culvert is deemed by the Shire to be required to the size specified by the Shire.

General Conditions (Access and Crossovers)

- PRIOR TO commencing any works pertaining to the installation to a crossover or access point, an application shall be filled out and approval to commence the works sought from the Manager Works & Services;
- BEFORE any access or crossover works commence, the Shire's Manager Works & Services shall be informed to determine the location of the crossover, drainage necessary (if required) and discuss the type of access or crossover to be constructed;
- BEFORE any concrete or bitumen is laid, the manager Works & Services shall be contacted to inspect the preparation works for approval;



- Once the concrete or bitumen has been laid, the Manager Works & Services shall be contacted to inspect the crossover for final approval and confirmation of Council Contribution as per this policy.
- If any drainage works have been deemed by the Shire to be required, then the Manager Works & Services shall inform the proponent of the size of the drainage pipes (and headwalls) required.
- The Shire shall also provide levels or the pipes to be installed at;
- BEFORE any drainage works are covered, the Manager Works & Services shall be contacted to inspect (and approve) the alignment, levels and installation of the drainage products;
- All variations from the specifications are to be paid in full by the owner/applicant;
- Maximum dimensions of access apply.

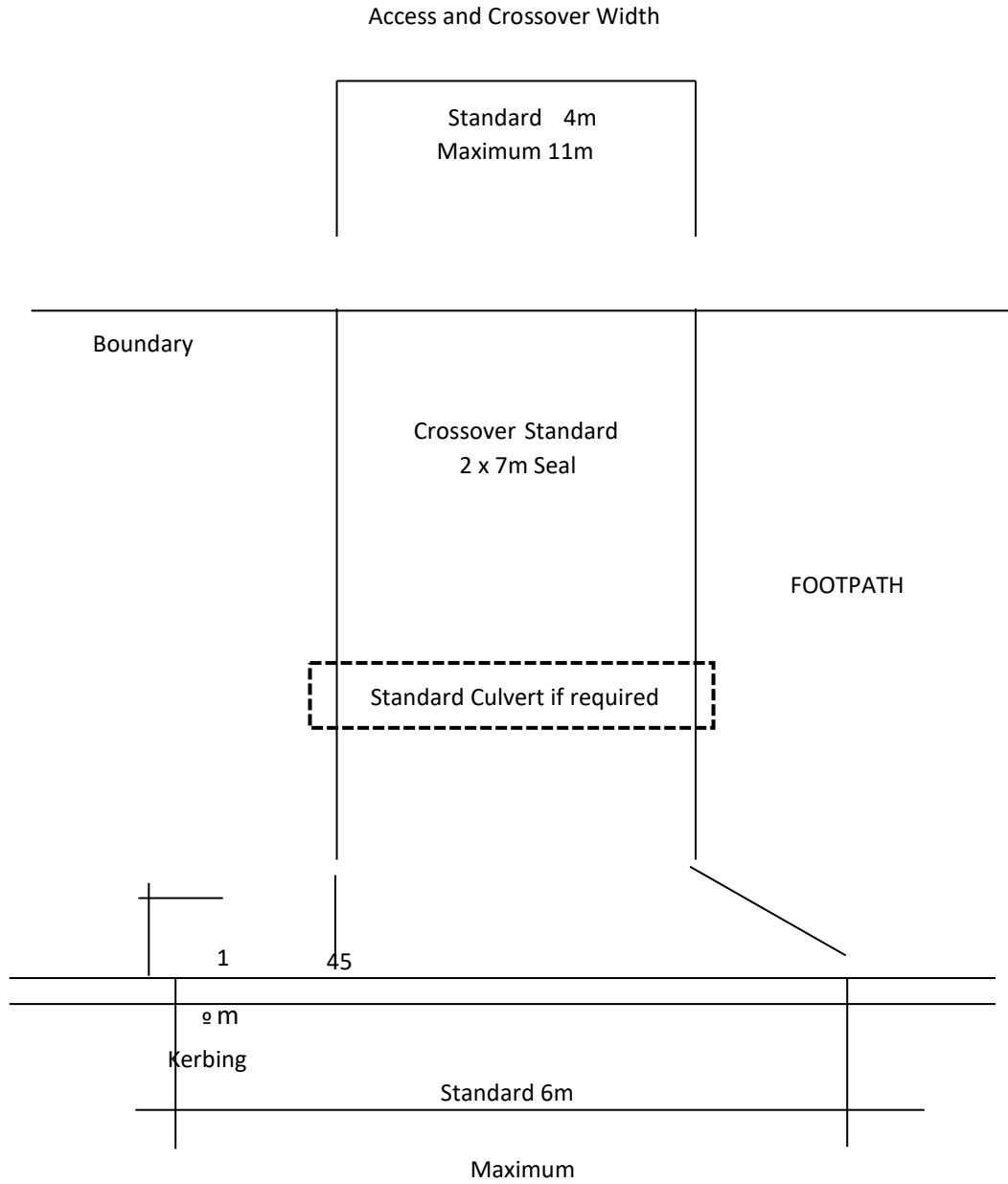
Council Contributions

Council shall pay a 50% contribution up to a maximum of \$2,000 (including GST) for the installation of a crossover or access point provided that the following has been undertaken and submitted:

- An application for a crossover or access point has been submitted and relevant approvals have been completed, including the final approval being completed;
- Itemised invoice/s to show the expenditure of funds;
- The contribution shall be based on the standard dimensions as per the attachments (5.7A, 5.7B and 5.7C);
- Council shall only contribute to ONE (1) crossover per property;
- In the instance of a 2m concrete dual use concrete path being installed across the crossover, this will be deemed to be the Council contribution for the installation of a crossover;
- Council will not contribute to the maintenance of crossovers, this is the responsibility of the landowner.

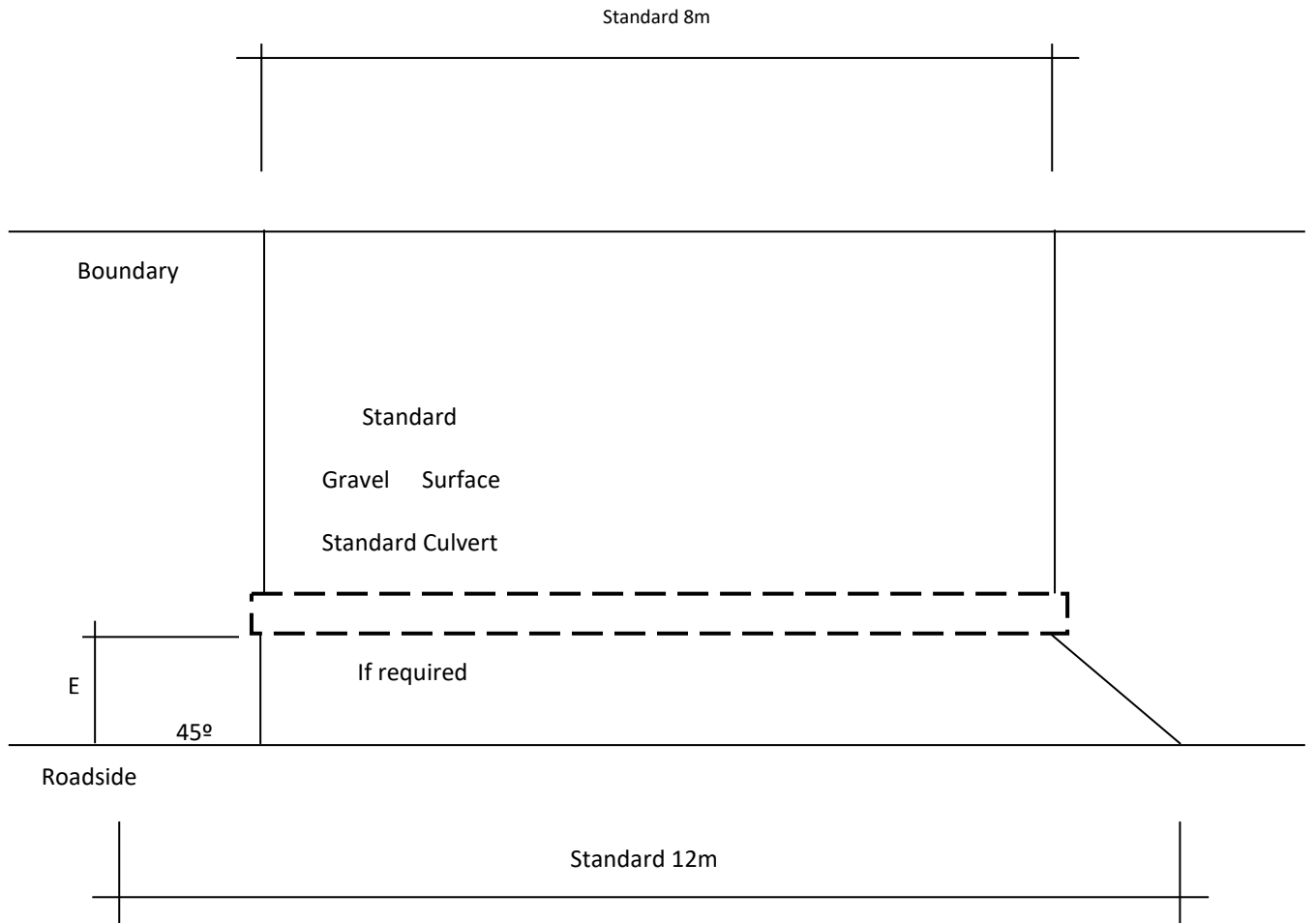


Attachment 5.7A
DIAGRAM INDUSTRIAL AND COMMERCIAL CROSSOVER

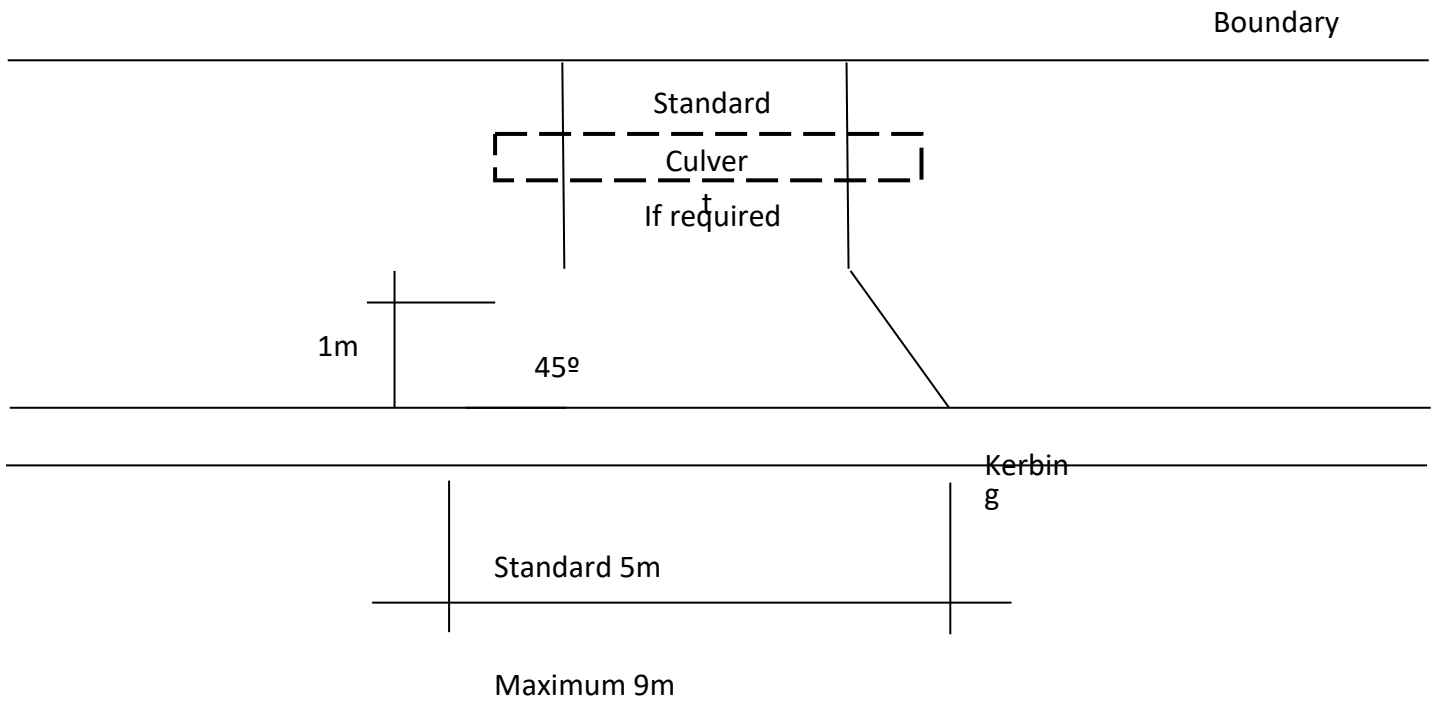


Attachment 5.7B
DIAGRAM RURAL CROSSOVER

Access and Crossover



Attachment 5.7C
DIAGRAM RESIDENTIAL CROSSOVER



| | |
|--------------------|---|
| Person Responsible | Manager Works & Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.8 Road Classification

Policy Shire roads, as depicted on the Road Classification Listings (refer to attachment 5.8A) and Road Classification Plan (refer to attachment 5.8B) are categorised into A,B,C,D and E class roads and will be afforded the following criteria:

Class A – Regional Distributor

- Links communities
- Major arterial route
- Designated as a Roads 2025 road
- Minimum standard – 6m wide sealed carriageway, 1.5m wide shoulders each side, 3% cross-fall & back slopes to be clear of suckers annually
- Long Term Development – seal to 7m wide bitumen carriageway (11m wide formation)

Class B – Local Distributor

- Arterial route that links Regional Distributors or other high volume heavy haulage routes (unofficial lime routes, a road that is the culmination of Roads of Local Significance etc)
- Minimum standard – 3.7m wide sealed surface, 3m wide shoulders each side of seal, 3% cross-fall & back slopes to be clear of suckers annually
- Long Term Development – ~~3.7m~~ 7 wide seal and ~~3m~~ 1m wide shoulders each side (10m wide formation)

Class C – Road of Local Significance

- A road that gives access to local points of significance (rural tourist route, a local through route etc)
- Minimum standard – gravel all-weather road to a sealed standard, 4% cross-fall (minimum) and back slopes to be clear of suckers annually. 8m wide formation
- Long Term Development – gravel all-weather road to a sealed standard, 10m wide formation.



Class D – Local Road

- A road that provides access for residents
- Minimum standard – gravel road or firm natural surface, 7m wide formation and 4% cross-fall (minimum)
- Long Term Development – gravel road or firm natural surface, 8m wide formation and 4% cross-fall (minimum)

Class E – Unformed Road/Track

- Provides minimal access, generally a dead end road
- Minimum standard – retain existing standard or unformed road reserve
- Long Term Development – Nil

Objective To identify priority roads

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



ROAD CLASSIFICATION LISTINGS

Council recognises the following Class A roads:

| Road Name | Section |
|-------------------------------|--|
| Pithara East Rd (0001) | All |
| Goodlands Rd (0003) | Dalwallinu-Kalannie Rd to Leeson Rd |
| Goodlands Rd (0003) | Leeson Rd to GNH (only to be upgraded if and when required) (Yalgoo portion by arrangement with Shire of Yalgoo) |
| Dalwallinu West Rd (0005) | Great Northern Highway to Locke Rd |
| Buntine-Marchagee Rd (0008) | All |
| Locke Rd (0026) | Bell Rd to Dalwallinu West Rd |
| Bell Rd (0027) | All |
| Kalannie-Kulja Rd (0045) | All |
| Dalwallinu-Kalannie Rd (0241) | All |
| Dowerin-Kalannie Rd (0242) | All |
| Wubin-Gunyidi Rd (0243) | All |

Council recognises the following Class B roads:

| Road Name | Section |
|------------------------------|-------------------------------------|
| Dalwallinu West Rd (0005) | Locke Rd to Shire Boundary |
| Sanderson Rd (0014) | Warren Rd to Dalwallinu-Kalannie Rd |
| Hourigan Rd (0024) | All |
| Nugadong West Rd (0029) | All |
| Wubin East Rd (0030) | GNH to RBF Rd |
| Pithara West Rd (0033) | GNH to Dickins Rd |
| Miling North Rd (0085) | All |
| Rabbit Proof Fence Rd (0094) | GNH to Dalwallinu-Kalannie Rd |
| Warren Rd (0113) | Sanderson Rd to Goodlands Rd |
| Glamoff Rd (0116) | RPF to Goodlands Rd |



Council recognises the following Class C roads:

| Road Name | Section |
|------------------------------|---|
| Nugadong East Rd (0004) | All |
| Pearse Rd (0007) | Wubin-Gunyidi Rd to Buntine-Marchagee Rd |
| Buntine East Rd (0009) | All |
| Carter Rd (0010) | Wubin East Rd to RBF Rd |
| Sanderson Rd (0014) | Warren Rd to Leeson Rd |
| Leeson Rd (0015) | All |
| Nadjimia Rd (0021) | All |
| Petrudor Rd (0023) | Dalwallinu-Kalannie Rd to Hodgson Rd |
| Locke Rd (0026) | Dalwallinu West Rd to Thaxter Rd |
| Goatcher Rd (0031) | All |
| Thaxter Rd (0032) | All |
| Dickins Rd (0034) | All |
| Sheoak Rd (0038) | All |
| Gypsum Rd (0049) | All |
| Dalwallinu North Rd (0050) | All |
| Richards Rd (0059) | All |
| Wasley Rd (0060) | All |
| Dinnie Rd (0063) | All |
| Woolf Rd (0065) | All |
| Thomson Rd (0087) | All |
| Rabbit Proof Fence Rd (0094) | Dalwallinu-Kalannie Rd to Southern Shire Boundary |
| Damboring East Rd (0097) | Northam-Pithara Rd to Hourigan Rd |
| Warren Rd (0113) | Goodlands Rd to GNH |
| Lehman Rd (0114) | Sanderson Rd to Kulja Central Rd |
| Glamoff Rd (0116) | Goodlands Rd to Black Rd |
| Martin Rd (0119) | Leeson Rd to Lehmann Rd |
| Meadows Rd (0220) | All |
| Carot Well Rd (0231) | All |



Council recognises the following Class D roads:

| Road Name | Section |
|----------------------------|---|
| Wilgie Hills Rd (0006) | All |
| Pearse Rd (0007) | Buntine-Marchagee Rd to West Rd |
| Carter Rd (0010) | RPF to Mitchell Rd |
| Cail Rd (0013) | All |
| Sanderson Rd (0014) | Leeson Rd to GNH |
| Tomsett Rd (0019) | All |
| Dalwallinu North Rd (0020) | All |
| Kenny Rd (0022) | All |
| Petrudor Rd (0022) | Hodgson Rd to Jones Rd & Dal-Kalannie Rd to Goatcher Rd |
| Courtlea Rd (0025) | All |
| Powell Rd (0028) | All |
| Wubin East Rd (0030) | RPF Rd to Mitchell Rd |
| Gatti Rd (0035) | All |
| Wellburn Rd (0036) | All |
| Moller Rd (0037) | GNH to Dickins Rd |
| Lloyd Rd (0039) | All |
| Pipe McNeill Rd (0040) | All |
| Marne West Rd (0041) | All |
| Sutcliffe Rd (0043) | All |
| Rifle Range Rd (0044) | All |
| Bunketch East Rd (0046) | All |
| Pollard Rd (0047) | All |
| Foyle Rd (0048) | All |
| Collins Rd (0051) | All |
| Myers Rd (0054) | All |
| 36 Well Rd (0056) | All |
| Wegner Rd (0057) | All |
| Anderton Rd (0058) | All |
| Short Rd (0061) | All |
| Symes Rd (0062) | All |
| Manuel Rd (0064) | All |
| Sanders Rd (0065) | All |
| Petersen Rd (0067) | All |
| Harris Rd (0068) | All |
| Arbuckle Rd (0069) | All |
| Gowrie Rd (0070) | All |
| Birdwood Rd (0071) | All |
| Monks Rd (0072) | All |
| O’Dea Rd (0074) | All |
| Barra Barra Rd (0075) | All |



| | |
|--------------------------|------------------------------|
| Wilson Rd (0076) | All |
| Campbell Rd (0077) | All |
| Elston Rd (0081) | All |
| Young Rd (0082) | All |
| Atkinson Rd (0083) | All |
| Bailey Rd (0086) | All |
| Jackson Rd (0088) | All |
| Council Rd (0089) | All |
| Burgess Rd (0091) | All |
| Snook Harle Rd (0092) | All |
| Bunketch West Rd (0095) | All |
| Damboring East Rd (0097) | Hourigan Rd to Reynolds Rd |
| Hodgson Rd (0100) | All |
| Browning Rd (0101) | All |
| Anderson Rd (0102) | All |
| Whittingham Rd (0103) | All |
| Boucher Rd (0105) | All |
| Fitzsimmons Rd (0106) | All |
| Bryant Rd (0108) | All |
| West Rd (0109) | All |
| Flynn Rd (0110) | All |
| Clearview Rd (0111) | All |
| Stewart Rd (0112) | All |
| Lehmann Rd (0114) | Kulja Central Rd to Black Rd |
| Black Rd (0117) | All |
| Martin Rd (0119) | Lehmann Rd to Shire boundary |
| Kulja Central Rd (0120) | Glamoff Rd to Shire boundary |
| McCreery Rd (0121) | All |
| Rolinson Rd (0122) | All |
| Battaglia Rd (0123) | All |
| Jones Rd (0135) | All |
| Johnson Rd (0136) | Pithara East Rd to Jones Rd |
| Reynolds Rd (0146) | All |
| Damboring Rd (0167) | All |
| Sutherland Rd (0217) | All |
| Stone Rd (0218) | All |
| Centre Rd (0221) | All |
| Cottage Rd (0222) | All |
| Struggle St (0223) | Campbell Rd to Glamoff Rd |
| Cailbro Rd (0225) | All |
| Carmichael Rd (0226) | All |
| Nicholls Rd (0229) | All |
| Boundary Rd (0234) | All |
| Simonsen Rd (0236) | All |
| Mitchell Rd (0240) | All |



Council recognises the following Class E roads:

| Road Name | Section |
|--------------------------------------|--------------------------------|
| Jibberding Hall Rd (0011) | All |
| Howie Rd (0012) | All |
| Scally Rd (0016) | All |
| Holywell Rd (0017) | All |
| Thornton Rd (0018) | All |
| Wubin East Rd (0030) | Mitchell St to Struggle St |
| Pithara West Rd (0033) | Dickins Rd to Shire boundary |
| Moller Rd (0037) | Dickins Rd to western terminus |
| Woods Rd (0042) | All |
| Treasure Rd (0052) | All |
| Harris North Rd (0053) | All |
| Davies Rd (0055) | All |
| Roach Rd (0073) | All |
| Lake De Courcy Rd (0078) | All |
| Leahy Rd (0079) | All |
| Rosalie Rd (0080) | All |
| Osborne Rd (0084) | All |
| Smith Rd (0090) | All |
| McPherson Rd (0093) | All |
| Nixon Rd (0096) | All |
| Lacey Rd (0098) | All |
| Marne McKay Rd (0099) | All |
| Syme Rd (0104) | All |
| Noble Rd (0107) | All |
| Lehmann Rd (0114) | Sanderson Rd west to terminus |
| Ure Rd (0115) | All |
| Glamoff Rd (0116) | Black Rd East to terminus |
| Denton Rd (0118) | All |
| Kulja Central Rd (0120) | Glamoff Rd north to terminus |
| Parry Rd (0124) | All |
| Coles Rd | All |
| Johnson Rd (0136) | Jones Rd south to terminus |
| Dodd-Prior Rd (0137) | All |
| Ray Rd (0145) | All |
| Quains Rd (0147) | All |
| Craske Rd (0148) | All |
| Bradford Rd (0149) | All |
| Lakeside Rd (0151) | All |
| Van Driel Rd (0152) | All |
| Nugadong Town Rd (Osborne Rd) (0152) | All |



| | |
|-----------------------|-----------------------------|
| Day Rd (0153) | All |
| Schulze Rd (0155) | All |
| Liebe Rd (0156) | All |
| Mottolinis Rd (0162) | All |
| Carlhausen Way (0163) | All |
| Carlhausen Rd (0165) | All |
| Wellpark Rd (0165) | All |
| Pipes Rd (0168) | All |
| Moore Rd (0169) | All |
| Dalgary Rd (0170) | All |
| Dinnie Rd (0063) | Wasley Rd east to terminus |
| Cheeseman Rd (0171) | All |
| Muse Rd (0176) | All |
| Miamoon Rd (0177) | All |
| Barnes Rd (0178) | All |
| Bevans Rd (0179) | All |
| Eaton St (0180) | All |
| Pelligrini Rd (0214) | All |
| Cousins Rd (0219) | All |
| Struggle St (0223) | Glamoff Rd to Wubin East Rd |
| Leach Rd (0224) | All |
| Lewis Rd (0228) | All |
| Un-named Rd (0230) | All (Buntine Rocks access) |
| Bywaters Rd (0239) | All |



5.9 Gravel Pavement/Curve Design

~~Policy~~ — ~~When reconstructing road curvatures, the gravel pavement curve design radius will be up to 500 metres with a minimum of 300 metres, wherever possible.~~

~~Objective~~ — ~~To ensure minimum standards of safety.~~

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |

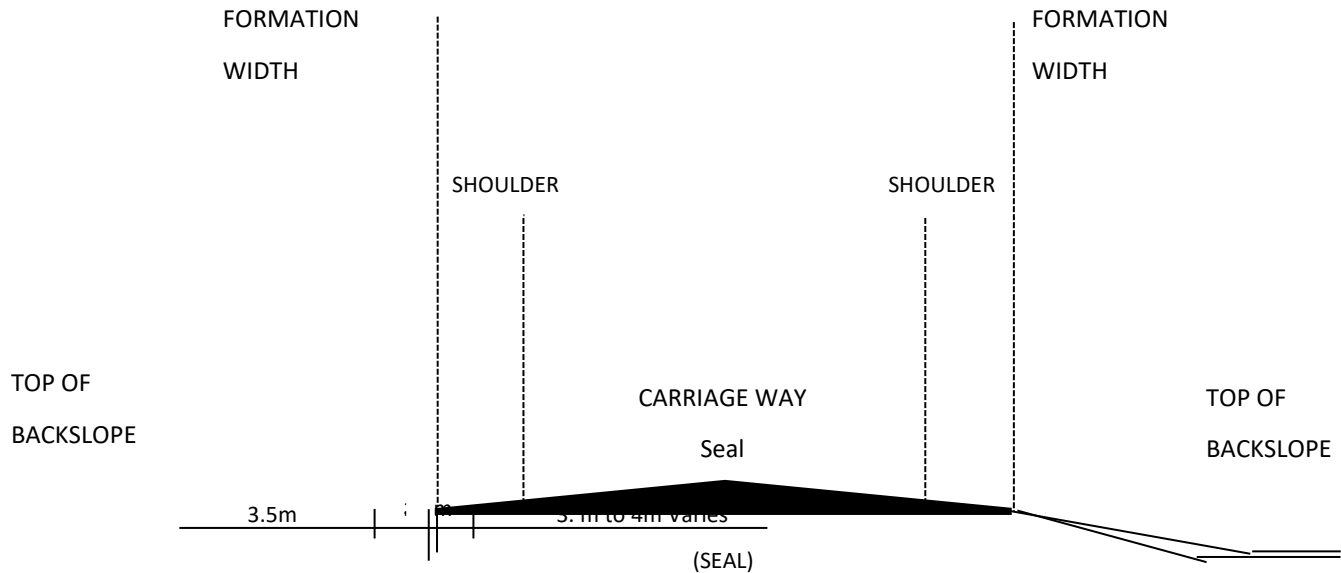


5.10 Unsealed Roads - Standards

| | |
|------------|---|
| Policy | Shire roads are to be constructed and maintained in accordance with the guidelines set out in the Unsealed Roads Manual produced by the Australian Road Research Board. |
| Objective | To construct and maintain safe roads. |
| Guidelines | See Attachment 5.10a – Road Profile and Specifications for Class A & B roads. See Attachment 5.10b – Road Profile and Specifications for Class C roads. |



**ATTACHMENT 5.10(a) sealed/UNSEALED ROADS
ROAD PROFILE AND SPECIFICATIONS “A & B” CLASS ROADS**



Specifications

Formation Width 15-18m

Pavement Width 10.00m

Measurement of the back slope to be decided by the Manager Works & Services taking into account the locality.

Carriageway Width 7.00m

Shoulders 2m x 1.5m

Traffic Lanes 0m x 3.5m

Cross Fall 4 % minimum – 5% maximum

Road reserve to be kept clear of all regrowth by means of clearing and or by chemical spraying.

Tree canopy to be cut back to vertical at top of backslope

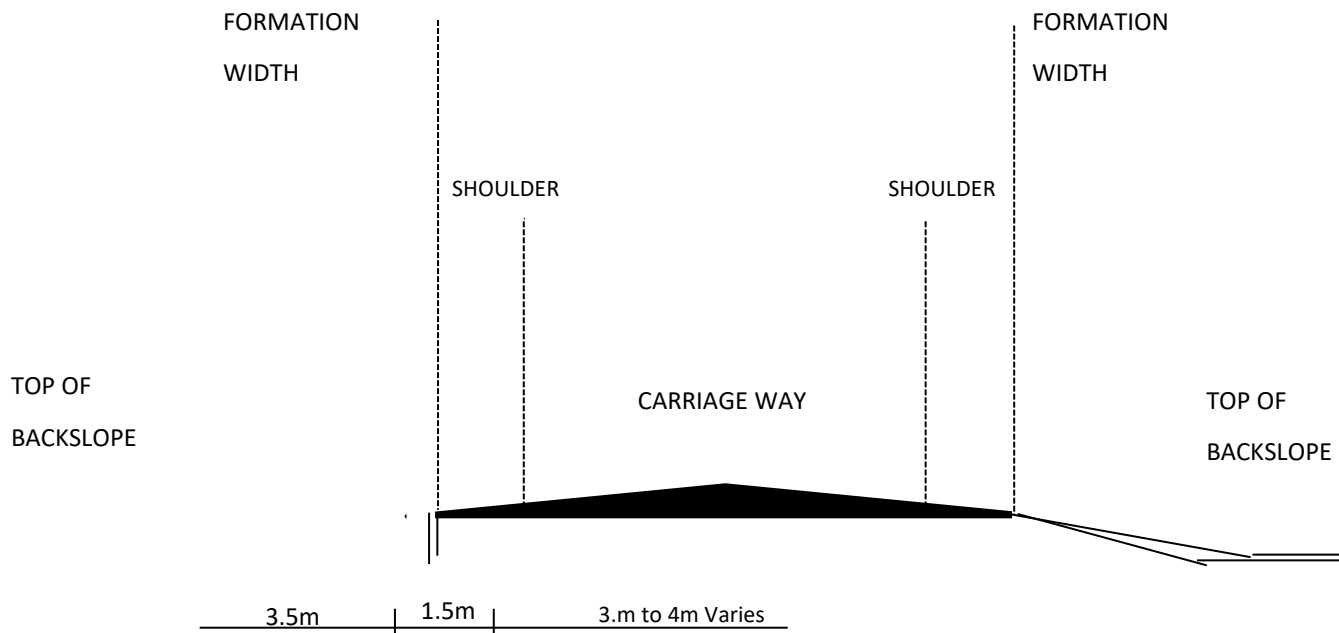
Batters 1-3 minimum – 1-4 maximum

Shoulders on all bitumen roads need to be graded and chemical sprayed annually.

Note: extent of clearing to be top of backslope



**ATTACHMENT 5.10(b) UNSEALED ROADS
ROAD PROFILE SPECIFICATIONS “C” CLASS ROADS**



Specifications

Formation Width 15-18m

Pavement Width 8.00m

Measurement of the back slope to be decided by the Manager Works & Services taking into account the locality.

Carriageway Width 6.00m

Shoulders 2m x 1.0m

Traffic Lanes 3.00m

Cross Fall 4 % minimum – 5% maximum

Road reserve to be kept clear of all regrowth by means of clearing and or by chemical spraying.

Tree canopy to be cut back to vertical at top of backslope

Batters 1-3 minimum – 1-4 maximum

Shoulders on all bitumen roads need to be graded and chemical sprayed annually.

Note: extent of clearing to be top of back slope



| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.11 Storm Water Drainage

| | |
|------------|---|
| Policy | Property owners shall be permitted to drain storm water from their properties into the main roadside drainage subject to a written request being presented to the Shire. |
| Objective | To provide for control of water given the high clay content of soils. |
| Guidelines | Requires prior approval from the Manager Works & Services and Manager Planning & Development Services. It is the property owner’s responsibility to maintain in good repair, pipes across and under road verges. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.12 Deep Drainage Policy

| | |
|------------|--|
| Policy | The installation of culverts across road reserves is to be the responsibility of the landowner. |
| Objective | <p>This policy is designed to guide Officers in relation to applications for deep drainage that directly affects Shire controlled land and infrastructure (i.e Shire roads, reserves and townsites).</p> <p>This policy is designed to allow input to drainage proposals that affect Shire infrastructure and private land and inform the community about proposals.</p> |
| Guidelines | <p>Prior to commencement of drainage works within the Shire of Dalwallinu, a landholder or authorised agent must submit a Notice of Intent to Drain to the Department of Primary Industries & Regional Development pursuant to the <i>Soil and Land Conservation Regulations 1992</i>.</p> <p>Unless otherwise approved by Council, all drains and associated embankments must not encroach onto Shire managed land.</p> <p>At Council’s discretion, the landowner may be required to submit a certified report carried out by an appropriately qualified Environmental Consultant identifying what impacts the drainage proposal will have on the environment within the catchment. Catchment being all that area in which surface water would/may affect the proposal from commencement point to terminal point.</p> <p>If the installation does not proceed within twenty four (24) months of approval by Council, the approval lapses, and the application must be resubmitted.</p> <p>Structure of Culvert</p> <p>The width of the culvert crossing is to be a minimum of twelve (12) metres each side from the centre of the constructed road.</p> <p>Headwalls and silt traps to be installed and located within the boundary of the proponent’s property.</p> <p>Any deep drainage system that proposes a development in excess of ten (10) kilometres in length, the Council may require the above mentioned certified report.</p> |



Insurance

Any proposal to carry waters through **Council Shire** infrastructure must include the preparedness of the proponent, at the proponents cost, to indemnify the **Council Shire** of any liability incurred from any action of law resulting from the development.

Maintenance

The **developer proponent** shall enter in an agreement with the Shire of Dalwallinu, that future maintenance costs of the drainage conveyance shall be at the **developer's proponent's** cost and recorded as an absolute caveat on the affected land. Such remedial works shall be carried out within fourteen (14) days of advice from the Shire of Dalwallinu.

At Council's discretion, proposals to conduct water through Shire infrastructure must be accompanied by an engineering design, as per attachment 5.12a, taking into account the impact on Shire land and/or infrastructure or extra-ordinary events that may cause damage to the integrity of the drainage conveyance.

Procedure

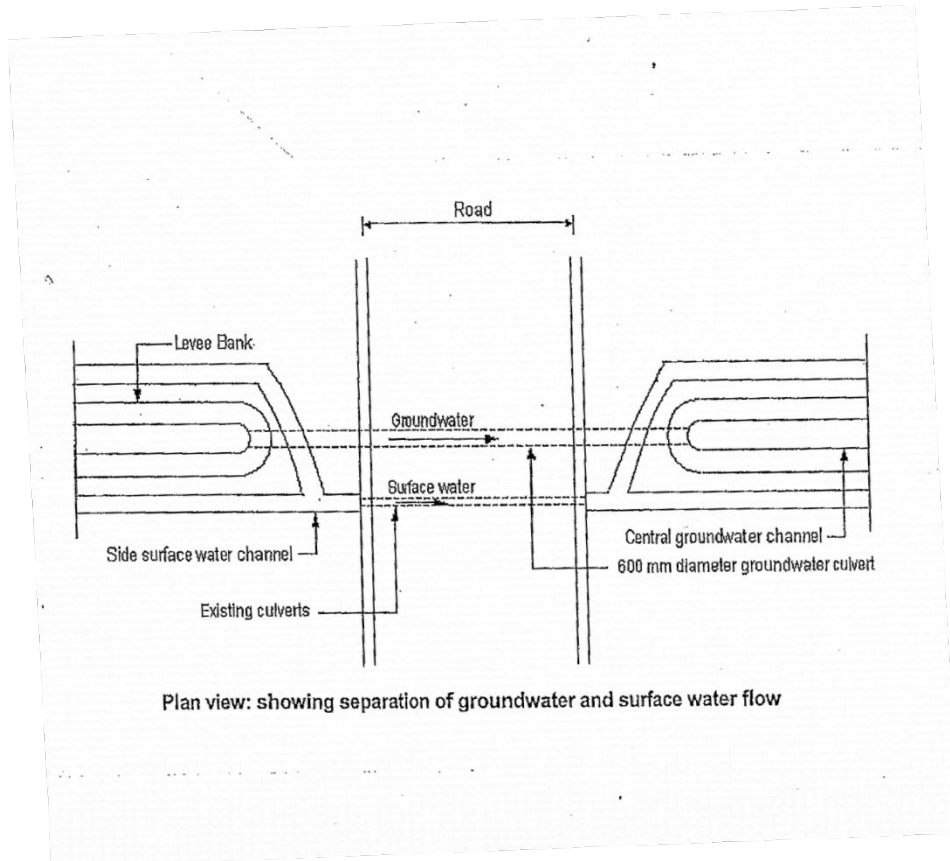
All construction and remedial costs, including traffic management of the drainage conveyance structure, shall be at the proponent's/landowner's cost.

- Proponent/Landowner must provide a copy of the letter of no objection by the Department Primary Industries & Regional Development to the Shire prior to commencing works
- Traffic management means in accordance with the relevant Australian Standards for Traffic Management
- Location and care of utilities i.e. telephone, water, power or others is the landowners responsibility
- Provide the Shire's Works Supervisor a minimum of seven (7) days' notice regarding traffic management
- Only one half of the road to be closed at any time to allow traffic to still pass
- Bitumen to be cut prior to excavation to ensure neat edge
- Trench to be backfilled with suitable gravel material mixed to optimum moisture
- Install a minimum of 600mm diameter Class 4 concrete pipe on all road crossings. (Alternative drainage/pipe suggestions must be submitted and approved by Council ninety (90) days prior to installation).
- Trench to be compacted in no more than 100mm lifts using a standard plate compactor



- Allow to top up material if subsidence is incurred
- Liaise with the Shire to reseal trench

**ATTACHMENT 5.12(A)
 ENGINEERING DESIGN**



| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.13 Water Pipeline

| | |
|-----------|--|
| Policy | <p>Officers will consider applications for installing water pipes under local roads subject to the following:</p> <ul style="list-style-type: none"> • The pipe is to be buried 600mm beneath the roadway • The pipe is to be placed inside a larger diameter pipe • White post marked “Water Pipe” is to be placed at either end of the line where it crosses the road reserve • The landowner is responsible for any damage that may occur |
| Objective | To establish guidelines for installation of water pipelines. |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.14 Temporary Closure of Unsealed Road During/After Rainfall Events

| | |
|------------|---|
| Policy | Unless otherwise stated, Council the Shire shall practice its rights and obligations to partially or wholly close, and subsequently re-open any road under its responsibility in accordance with the provision of the <i>Local Government Act 1995</i> and the <i>Local Government (Functions and General) Regulations 1996</i> . |
| Objective | To restrict the winter -use of unsealed roads by certain vehicles to preserve the Shire’s assets during and/or after adverse weather conditions. |
| Guidelines | <p>Specifically, the Shire may close roads to all vehicles greater than three (3) tonnes gross when conditions arise where damage to the structure and/or surface of the road is likely to occur.</p> <p>The Chief Executive Officer will minimise the disruption to the affected proponents (farmers and contractors) while still maintaining a functional unsealed road network by ensuring the least amount of the Shire is affected for the shortest possible period of time.</p> <p>Notification of weather related road closures will be made to adjoining Shires, and noticed will be posted at the Shire Administration, on the Shire website and Facebook page.</p> <p>A media release will be sent to media outlets.</p> <p>Where the Shire is required to issue local public notice, the issue of local public notice shall be in accordance with Section 1.7 of the <i>Local Government Act 1995</i>. Where a road closure inadvertently exceeds a period of twenty eight (28) days, the Council shall meet its obligations under 1.7 & 3.50(4) of the <i>Local Government Act 1995</i> and S4, Part 2 of the <i>Local Government (Functions and General) Regulations 1996</i>.</p> |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.15 Sealing of Unsealed Roads at Sealed Road Intersections

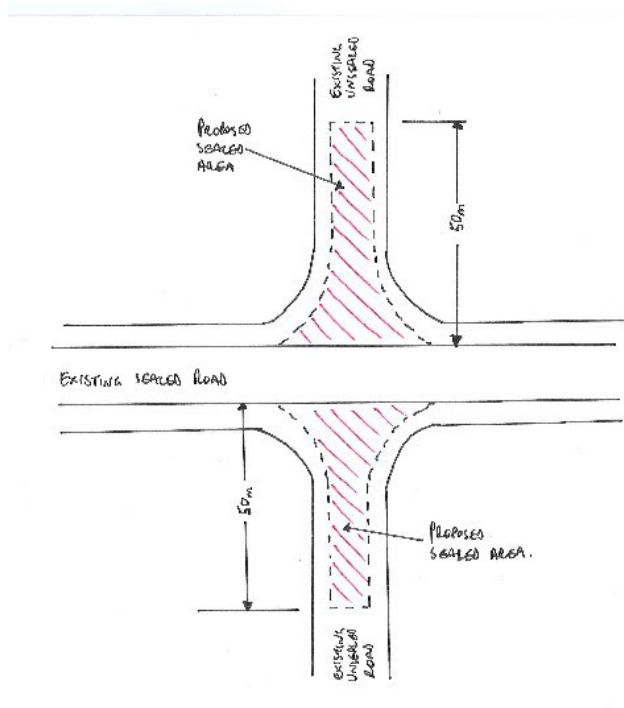
Policy The Shire is to consider sealing a minimum of fifty (50) metres of unsealed road at sealed road intersections. Any sealing works is only to occur at the time of resealing the sealed road or when re-sheeting the unsealed road up to a sealed road intersection.

Objective To reduce maintenance costs of unsealed roads at sealed road intersections.

Guidelines ~~Any sealing works is only to occur at the time of resealing the sealed road or when re-sheeting the unsealed road up to a sealed road intersection.~~

The new seal on the unsealed intersection road (under this policy) shall not be wider than the seal width of the existing sealed road.

Each occurrence should be considered on its merits based on traffic volumes and maintenance history.



| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.16 Waste Management

Policy

The Shire of Dalwallinu will provide:

Residential Waste (Refuse) Collection Services

The Shire will provide a weekly waste collection service to all residential premises in the Shire. A green coloured mobile garbage bin (MGB) will be provided on the basis of one (1) 240 litre MGB per single residential premises;

MGB's will be collected between the hours of 6:00am and 6:00pm each collection day;

MGB's should be placed on the verge in front of the premises by 6:00am on the day of collection, in a position that facilitates ease of pickup by the collection vehicle. MGB's should be placed out for collection no earlier than 5:00pm the day prior to collection;

All MGB's must be removed from the verge by 7:00pm on the day of collection and stored within the property;

The following items are prohibited for disposal in the waste MGB:

- Hot/burning ash
- Oil/flammable liquids
- Liquids/paints/solvents
- Bricks/concrete/building rubble/sand
- Personal medical waste (unless in a sealed container)
- Commercial medical wastes

MGB's weighing more than 70kg will not be collected by the Contractor. In such an event, the Contractor shall place a notification sticker on the MGB, and the resident shall be required to empty the MGB to bring it under the 70kg limit before the bin can be collected on the next collection day for that premises.

MGB lids should be closed at all times to prevent litter and odour. MGB's shall not be collected if the lid is not or cannot be closed at the time of collection. The resident shall be required to empty the MGB to enable the lid to be closed before the MGB can be collected on the next collection day for that premises.

The resident should notify the Shire if a MGB is not collected on the scheduled collection day.



All MGB's provided are the property of the Shire and should not be marked or have any item affixed in any way without the prior permission of the Shire of Dalwallinu. This includes marking the MGB with a street number or placing stickers or other identifying marks. The MGB's are stamped with a unique identifying bin number to which the residents can refer to identify the MGB allocated to them.

To account for general wear and tear, the Shire will replace MGB's without charge on a ten (10) year cycle (equivalent to 10% of the Shire's MGB stock per year). If a MGB is lost, stolen or irreparably damaged, the resident should notify the Shire so a replacement MGB can be provided. The resident will be required to pay a MGB replacement fee.

Repairs to MGB lids and wheels will be undertaken by the Collection Contractor free of charge to the resident. The resident will notify the Shire when repairs are required.

Residents can request additional waste MGB services if a single service provides insufficient capacity for the quantity of waste generated on the premises. Fees and charges will apply for additional waste MGB services and approval from the property owner is required, given the invoice is raised against the property owner.

The Shire reserves the right to cancel additional MGB services as it deems necessary, however the standard service will not be cancelled.

Residential Recycling Collection Services

The Shire shall provide a fortnightly recycling collection service to all residential premises in the Shire. A MGB with a light green body and yellow lid will be provided on the basis of one 240 litre MGB per single residential premises.

Recycling MGB's will be collected between the hours of 6:00am and 6:00pm each collection day.

MGB's should be placed on the verge in front of the premises by 6:00am on the day of collection, in a position that facilitates ease of pickup by the collection vehicle. MGB's should be placed out for collection no earlier than 5:00pm the day prior to collection;

All MGB's must be removed from the verge by 7:00pm on the day of collection and stored within the property;

Only the following items are acceptable for disposal in the recycling MGB's:

- Paper and Cardboard
- Aluminium and steel cans



- PET Containers (Code 1 plastics)
- HDPE containers (Code 2 plastics)
- Glass bottles and jars

If unacceptable items are found in the recycling MGB, the Contractor will place a warning sticker on the MGB and not collect it until the unacceptable items (contamination) are removed. The removal of unacceptable items (contamination) from the MGB is the responsibility of the resident, after which the MGB can be placed back out for collection on the next recycling collection day for that premises.

Recycling MGB's weighing more than 70kg will not be collected by the Contractor. In such an event, the Contractor shall place a notification sticker on the MGB, and the resident shall be required to empty the MGB to bring it under the 70kg limit before the bin can be collected on the next collection day for that premises.

MGB lids should be closed at all times to prevent litter and odour. MGB's shall not be collected if the lid is not or cannot be closed at the time of collection. The resident shall be required to empty the MGB to enable the lid to be closed before the MGB can be collected on the next collection day for that premises.

The resident should notify the Shire if a MGB is not collected on the scheduled collection day.

All MGB's provided are the property of the Shire and should not be marked or have any item affixed in any way without the prior permission of the Shire of Dalwallinu. This includes marking the MGB with a street number or placing stickers or other identifying marks. The MGB's are stamped with a unique identifying bin number to which the residents can refer to identify the MGB allocated to them.

To account for general wear and tear, the Shire will replace MGB's without charge on a ten (10) year cycle (equivalent to 10% of the Shire's MGB stock per year). If a MGB is lost, stolen or irreparable damaged, the resident should notify the Shire so a replacement MGB can be provided. The resident will be required to pay a MGB replacement fee.

Repairs to MGB lids and wheels will be undertaken by the Collection Contractor free of charge to the resident. The resident will notify the Shire when repairs are required.

Residents can request additional recycling MGB services if a single service provides insufficient capacity for the quantity of waste generated on the premises. Fees and charges will apply for additional recycling MGB services and approval from the property owner is required, given the invoice is raised against the property owner.



The Shire reserves the right to cancel additional recycling services as it deems necessary.

Commercial Waste (Refuse) Services

The Shire will provide the standard waste collection service to all commercial premises in the Shire. The standard service is comprised of a single 240 litre green coloured MGB collected on a weekly basis. An additional collection can be arranged to meet the requirements of the premises with additional fees and charges applicable. Billing for additional services will require the approval of the property owner given the notice is raised against the property owner.

MGB's will be collected between the hours of 6:00am and 6:00pm.

MGB's should be placed on the verge in front of the premises by 6:00am on the day of collection, in a position that facilitates ease of pickup by the collection vehicle. MGB's should be placed out for collection no earlier than 5:00pm the day prior to collection;

All MGB's must be removed from the verge by 7:00pm on the day of collection and stored within the property;

The following items are prohibited for disposal in the waste MGB:

- Hot/burning ash
- Oil/flammable liquids
- Liquids/paints/solvents
- Bricks/concrete/building rubble/sand
- Personal medical waste (unless in a sealed container)
- Commercial medical wastes

MGB's weighing more than 70kg will not be collected by the Contractor. In such an event, the Contractor shall place a notification sticker on the MGB, and the occupant shall be required to empty the MGB to bring it under the 70kg limit before the bin can be collected on the next collection day for that premises. This clause does not apply for larger bins collected by front or rear loading collection vehicles.

The occupant should notify the Shire if a MGB is not collected on the scheduled collection day.

All MGB's provided are the property of the Shire and should not be marked or have any item affixed in any way without the prior permission of the Shire of Dalwallinu. This includes marking the MGB with a street number or placing stickers or other identifying marks. The



MGB's are stamped with a unique identifying bin number to which the occupants can refer to identify the MGB allocated to them.

To account for general wear and tear, the Shire will replace MGB's without charge on a ten (10) year cycle (equivalent to 10% of the Shire's MGB stock per year). If a MGB is lost, stolen or irreparably damaged, the resident should notify the Shire so a replacement MGB can be provided. The occupant will be required to pay a MGB replacement fee.

Repairs to MGB lids and wheels will be undertaken by the Collection Contractor free of charge to the resident. The occupant will notify the Shire when repairs are required.

Commercial premises can request additional 240 litre waste MGB's if a single service provides insufficient capacity for the quantity of waste generated on the premises. Fees and charges will apply for additional waste MGB services.

Additional waste collection services are optional and the Shire reserves the right to cancel them at its discretion.

Commercial Recycling Services

The Shire will provide the standard recycling collection service to all commercial premises in the Shire. The standard service is comprised of a single 240 litre MGB with a light green body and a yellow lid collected on a fortnightly basis. Collection frequency can be increased to meet the requirements of the premises with additional fees and charges applicable. Billing for additional services will require the approval of the property owner given the invoice is raised against the property owner.

MGB's will be collected between the hours of 6:00am and 6:00pm.

MGB's should be placed on the verge in front of the premises by 6:00am on the day of collection, in a position that facilitates ease of pickup by the collection vehicle. MGB's should be placed out for collection no earlier than 5:00pm the day prior to collection;

All MGB's must be removed from the verge by 7:00pm on the day of collection and stored within the property;

Only the following items are acceptable for disposal in the recycling MGB's:

- Paper and Cardboard
- Aluminium and steel cans
- PET Containers (Code 1 plastics)
- HDPE containers (Code 2 plastics)
- Glass bottles and jars



If unacceptable items are found in the recycling MGB, the Contractor will place a warning sticker on the MGB and not collect it until the unacceptable items (contamination) are removed. The removal of unacceptable items (contamination) from the MGB is the responsibility of the resident, after which the MGB can be placed back out for collection on the next recycling collection day for that premises. This service is optional and contamination may lead to cancellation of the service at any time at the discretion of the Shire.

Recycling MGB's weighing more than 70kg will not be collected by the Contractor. In such an event, the Contractor shall place a notification sticker on the MGB, and the occupant shall be required to empty the MGB to bring it under the 70kg limit before the bin can be collected on the next collection day for that premises. This clause does not apply for larger bins collected by front or rear loading collection vehicles.

The occupant should notify the Shire if a MGB is not collected on the scheduled collection day.

All MGB's provided are the property of the Shire and should not be marked or have any item affixed in any way without the prior permission of the Shire of Dalwallinu. This includes marking the MGB with a street number or placing stickers or other identifying marks. The MGB's are stamped with a unique identifying bin number to which the residents can refer to identify the MGB allocated to them.

To account for general wear and tear, the Shire will replace MGB's without charge on a ten (10) year cycle (equivalent to 10% of the Shire's MGB stock per year). If a MGB is lost, stolen or irreparable damaged, the resident should notify the Shire so a replacement MGB can be provided. The occupant will be required to pay a MGB replacement fee.

Repairs to MGB lids and wheels will be undertaken by the Collection Contractor free of charge to the resident. The occupant will notify the Shire when repairs are required.

Commercial premises can request additional 240 litre recycling MGB's if a single service provides insufficient capacity for the quantity of waste generated on the premises. Fees and charges will apply for additional waste MGB services.

Commercial premises can also request larger bins for collection by a rear or front loading collection vehicle. Available size is a three cubic metre commercial bin. The only difference for commercial bins when compared to the MGB's is that the commercial bins are owned by the



contractor, and the 70kg weight limit will not apply. Fees and charges apply.

Additional recycling collection services are optional and the Shire reserves the right to cancel them at its discretion.

Objective

To provide:

- An efficient and best value compulsory waste and recycling collection service for all householders/ratepayers within the Shire;
- An efficient and best value compulsory waste and recycling collection service for commercial properties within the Shire requiring such a service
- Churches and Not for Profit organisation’s discretion in choosing the compulsory waste services (e.g if the entity requires and wants the service then a fee is payable otherwise the service is not provided).

| | |
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| Person Responsible | Chief Executive Officer |
| History | New Policy November 2017 (M9054) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



5.17 Infrastructure Bonds

| | |
|-----------|---|
| Policy | <p>Builders or Developers (the applicant) involved in building construction within the Shire of Dalwallinu will be required to lodge with the Shire of Dalwallinu, a security bond in accordance with the Schedule of Fees and Charges, as determined annually by Council.</p> <p>The security bond is to be lodged at the time of the building license application and a pre-construction inspection is to be undertaken and photography recorded.</p> <p>At the completion of the building works, the builder is to request the refund of the security bond which will trigger a second site inspection and further photography is to be recorded.</p> <p>If no damage is recorded, the bond is refunded. If damage is recorded, the builder is given twenty one (21) days to rectify the damage otherwise the Shire will repair the damaged asset using the bond monies.</p> <p>Following completion of the rectification works, if any bond funds remain, they will be refunded to the builder.</p> <p>If the asset damage is more than the bond value, an invoice will be forwarded to the builder for the additional rectification works.</p> |
| Objective | <p>To provide clear guidance to Developers, Builders and their contractors, of the Shire of Dalwallinu’s policy regarding infrastructure bonding arrangements and the applicable penalties and fees.</p> <p>This policy is for bonding of verge infrastructure prior to building approval and is designed to provide financial security against damage which occurs during building construction in the Shire of Dalwallinu.</p> |

| | |
|--------------------|--|
| Person Responsible | Chief Executive Officer |
| History | New Policy March 2018 (M9129) Reviewed March 2019 (M9342) |



6. Planning



6.1 Sheds on Residential Land – Building Permits

| | |
|------------|---|
| Policy | <p>Approval for the erection of out buildings on residential land will be granted only when:</p> <ol style="list-style-type: none"> 1. A dwelling is in existence on the lot, or 2. Plans for the overall development of the lot, including a dwelling, are submitted to Council in conjunction with the plans for the outbuilding. |
| Objective | <p>This policy enables officers to approve the erecting of outbuildings in certain circumstances, without reference to Council.</p> <p>All other scenarios will be referred for Council determination.</p> |
| Guidelines | Local Planning Scheme No.2 |

| | |
|--------------------|--|
| Person Responsible | Manager Planning & Development Services |
| History | <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



6.2 Parking of Chemical Spray Units in Townsite

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|------------|---|
| Policy | <p>The parking of chemical spray units on land within a townsite boundary (as defined in TPS No 2) is generally not permitted. Council may however, issue its planning consent for such usage within a townsite boundary under the following circumstances:</p> <ul style="list-style-type: none"> • Where the land, the subject of the application is classified/zoned Commercial, Industrial or Rural; • Where it can be demonstrated that such usage is not likely to have a detrimental impact upon the general amenity of the locality; • Where such usage will not result in the contamination of soils within a townsite boundary. <p>In issuing any approval to the development of land for this purpose, Council may require the establishment and maintenance of approved landscaping to screen the activities from public view.</p> |
| Objective | To provide for the safe storage of equipment and visual amenity of the town. |
| Guidelines | Local Planning Scheme No.2 |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



6.3 Development of Moveable Buildings – Including Relocated Buildings

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|------------|--|
| Policy | The development of moveable buildings, including relocated buildings is to be controlled in accordance with the Development of Moveable Buildings Guideline detailed in the Local Planning Scheme No.2 and Planning Policy 5 – Moveable Buildings. |
| Objective | To control and guide the overall finished appearance of all relocated dwellings. |
| Guidelines | Local Planning Scheme No.2 |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



6.4 Use of Sea Containers & Other Similar Transportable Structures

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|------------|--|
| Policy | The use of sea containers and similar transportable structure is to be controlled in accordance with the policy as detailed in the Local Planning Scheme No 2 and Policy 5 Moveable Buildings. |
| Objective | To control the use of such structures. |
| Guidelines | Local Planning Scheme No.2 |

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|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



6.5 Town Planning Scheme Policies

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|-----------|---|
| Policy | <p>The Dalwallinu Shire under and by virtue of the provision and powers conferred upon it by clause 7.6 of its Local Planning Scheme No 2, has adopted the following Scheme Policies:</p> <ol style="list-style-type: none"> 1. Offensive Uses 2. Fences 3. East Pithara Road 4. Stables 5. Moveable Buildings 6. Aged Accommodation 7. Veranda's over footpaths |
| Objective | <p>To enable Council to more accurately prescribe in fine details, its requirements in areas where it feels the broader definitions of its scheme is lacking.</p> |

| | |
|--------------------|--|
| Person Responsible | Chief Executive Officer |
| History | <p>Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342)</p> |



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 1 – OFFENSIVE USES

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

INTERPRETATION An offensive use includes, an offensive trade as defined under the Health Act, and any other activity that produces a nuisance considered by the Council to be offensive to the continued operation of normal residential and commercial uses. The offensiveness may include undue emission of smell or odour, noise, dust, vapour, smoke, steam, fume, light, electrical interference, vibration, soot, ash, waste water or other waste products.

AREA OF CONTROL The Council shall not permit offensive uses within two (2) kilometres of a townsite boundary within the Shire, or within a distance of an existing residential or commercial operation such that is cause a nuisance to the normal continuation of that activity.

POLICY That Council will oppose any development involving an offensive use that it considers will unduly affect the continued operation of an existing use within the Shire.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 2 – FENCES

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DEFINITION For the purposes of this policy a fence shall include a fence, wall, barrier, barricade or any other construction that defines an alignment or protects an area. A boundary fence includes a fence constructed on the boundary of a property.

BACKGROUND In most developed areas there is a desire, and sometimes a need, to fence a property or part of a property. The desire comes from a wish to define ones ownership, or exaggerate a boundary for maintenance reasons, aesthetics, privacy or amenity. The need comes from security or safety point of view where it may be necessary to preclude trespassers or criminals.

The two results can vary considerably. The amenity aspect will often produce a symbolic boundary definition that may look aesthetically pleasing or will be consistent with traditional and common materials compatible with the urban environment.

The need to protect a property for security reasons requires a more serious attempt to prevent criminals entering the property. This may often entail the construction of security measures considered incompatible with the existing residential and commercial fabric.

OBJECTIVES The objectives of this policy are:

1. To protect the residential and commercial amenity from fences that are incompatible with the scale and visual amenity of an area normally frequented by residents, shoppers and pedestrians;
2. To protect the visual amenity of areas that may have a direct view of fences that the Council deems to be incompatible with a reasonable expectation from a residential or commercial area.



This includes the development of fences on land that abuts, adjoins or faces residential and commercial areas.

3. To control the type of material used in the construction of fences to ensure some degree of integration and to minimise the creation of potential nuisance factors such as reflection, heat or noise.

POLICY

1. All fencing within the townsites of the Shire shall require the Council's planning consent, except where the fence meets the provisions of the Residential Design Codes of Western Australian Planning Commission.
2. The Council will only grant its planning consent for fences over 1.8 metres where it considers that circumstances justify a departure from this policy. These circumstances may include:
 - a) areas where a potential danger exists;
 - b) areas where plant and equipment are required to be protected;
 - c) areas where a desire for privacy can be justified;
 - d) situations where the materials and scale of the fence are considered appropriate for the circumstances by the Council.

In these cases the Council may impose conditions relating to the style and appearance of the fence.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

**POLICY NO. 3 – RURAL LAND – PITHARA EAST ROAD Pt Location 2611, Lots 51-55,
KALANNIE**

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DEFINITION For the purposes of this policy rural land includes all that land within Pithara East Road, Kalannie, as shown within the Local Planning Scheme Map No.2 Kalannie as Rural Land. The land is bounded by the town boundary west to Jones Road and includes that portion specifically mentioned as Lots 51-55 part Location 2611 Pithara East Road.

BACKGROUND In most developed areas there is a desire to ensure that small rural and hobby farm areas are maintained to a standard which complements the general tidiness of the community and instils a sense of pride in the manner to town is presented to the community and the travelling public. Additionally well maintained rural and hobby farm areas can present less of an aesthetic concern and require less inspectorial control.

Hobby farm areas must be maintained to minimise storage areas for disused machinery and materials, harbourage for vermin and pests and should present as a well managed operation with a sense of pride in the community.

The policy addresses the development of a small rural and hobby farms sites, particularly setbacks, waste disposal and general maintenance of the site.

OBJECTIVES The objectives of the policy are:

- a) To protect the hobby farm style development and residential amenity from uses that are incompatible with the rural lifestyle of the community and the visual amenity of an area which represents the main approach to the town of Kalannie;
- b) To provide for proper development of Ninghan Location 2611, Lots 51-55, in keeping with the hobby farm and semi rural



pursuits originally approved by Council in keeping with the objectives of the defined rural zone.

- c) To ensure the objectives of the defined rural use are maintained and to ensure that future residential development is in keeping with hobby farms and semi rural pursuits and are uniform in size
- d) To protect the visual amenity of areas that may have a direct view of the hobby farm and semi rural are or frequent the area for personal or business purposes
- e) To control the type of development within the defined rural area to ensure a degree of integration to minimise the creation of nuisance factors such a visual pollution, disused material accumulation, offensive odours and operations and noise.
- f) To provide developers with a minimum acceptable standard of operation within the defined rural area which complements the rural lifestyle of the community and enhances the visual amenity of the area.

POLICY

- a) All applications for development shall submit a planning application detailing building envelope area, landscaping, off street delineated parking, disused materials and waste storage areas, and proposed industry to be established.
- b) The front set back area (minimum setback to be determined) may be used only for the purposes of landscaping, access and visitors parking. Natural vegetation existing within the setback area is to be maintained. Proposed landscaping is to include local flora.
- c) Natural vegetation within 3 metres of the rear boundary is to be maintained and supplemented with local flora where required. Natural vegetation within 1 metre of the side boundaries shall be maintained and supplemented with landscaping.
- d) Side and rear setback distances are as determined by Council dependent on wall heights of structure, modes of access and the requirements of Table II Development Table, of the Local Planning Scheme No.2.
- e) No material or products may be stored or displayed within the front setback area.
- f) A minimum of 10% of the lot shall be landscaped and areas within 1 metre of side boundaries shall be landscaped.



- g) A second dwelling may be constructed on the lot within the building envelope for the purposes of staff accommodation or other purpose approved by Council
- h) Lot sizes are to be maintained at 2.9ha or larger

BUILDING CONSTRUCTION

- a) Maximum plot ratios are to be determined by Council upon receipt of each application. As a guide, development is limited to 0.5. Applications for development in excess of this ratio should provide supporting documentation to assist Council's determination.
- b) The use of second hand materials in construction of the buildings is not permitted. Second hand dwellings may be erected on the site with the written permission of Council. All applications are to provide supporting documentation regarding improvements to the second hand dwelling such as repainting, waste disposal and shall include two recent photographs and a floor plan.
- c) Where the developments propose to display or onsell goods, shop fronts and offices shall not encroach into the front setback area.
- d) Materials to be used shall be new. Where steel framed construction and cladding is utilised, the wall cladding shall be coloured and roof cladding may be galvanised.
- e) Waste disposal systems shall be constructed to the requirements of the *Health Act 1911 (as amended)* and leach drains shall be trafficable.
- f) Fencing requirements shall be in accordance with Policy No.2 – Fences. All boundary lines are to be fenced during the construction phase of the building. Plastic coated mesh is to be utilised for front setbacks or alternatively, decorative fencing may be installed with the written approval of Council.

The Council may require a bond or bank guarantee from a developer to ensure landscaping, second hand dwellings and/or other development works are designed and carried out to the satisfaction of the Council.

Where Council considers a particular development or use to be incompatible with the predominant uses within that zone, additional requirements may be necessary.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 4 - STABLES

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DEFINITION For the purposes of this policy a stable means a premises used for the keeping, breeding, agistment and rearing of horses and ponies and may include the use of associated building, corrals and compounds.

A fence shall include a fence, wall, barrier, barricade or any other construction that defines an alignment or protects an area. A boundary fence includes a fence constructed on the boundary of a property.

BACKGROUND With the establishment of stables within townsites and particularly residential areas, there is a need to maintain a minimum acceptable standard which complements the general tidiness of the area and maintain the stables such that vector, odour and diseases are eliminated and do not pose a nuisance or health concern to residents of the area.

Stables must be maintained to provide a healthy environment for all residents and constructed to a standard which is easily cleaned and maintained. All health issues are governed by the Shire of Dalwallinu Health Local laws 1996 and in particular Division Two and Three – Keeping of Animals and Large Animals. Applicants should liaise with the Council to determine minimum acceptable standards. Construction of stables are governed by the Building Code of Australia and detailed plans must be submitted to the Council for approval.

The Policy addresses the development of stables, minimum lot sizes, setbacks, waste disposal and general maintenance of the site.

OBJECTIVES The Objectives of the policy are:

1. To protect the residential amenity and ensure that siting and construction of stables are compatible with the rural lifestyle of the community and the visual amenity of the residential areas where stables are permitted;



2. To control the type of development within the residential area to ensure a degree of integration to minimise the creation of nuisance factors such as visual and faecal pollution, disused material accumulation, offensive odours and noise.
3. To provide applicants with minimum acceptable standard of operation prior to consideration and construction.

POLICY

Planning Requirements

- a) All applicants for the construction of stables shall submit a planning consent application detailing the building envelope area, landscaping, waste storage areas and proposed number of horses;
- b) Planning consent applications shall be accompanied by letters from adjoining landowners/residents stating they are aware of the proposal and have sighted the plans;
- c) The setbacks from side and rear boundaries shall be a minimum of 5 metres. No stables shall be constructed within 20 metres of the front setback or within 15 metres of a dwelling or a water course;
- d) The minimum lot size shall be 2,000m²;
- e) The number of horses shall be limited to one horse for every 1,000m², with a maximum of three horses per lot;
- f) Disused materials and floats must be stored such that they are not visible from the front boundary of the property and are stored to minimise harbourage of vermin;
- g) Adequate shade shall be provided for the animals;
- h) All fences may be electrified except boundary fences;
- j) Noise and dust emissions from the property shall be minimised by appropriate methods, and where required, the paddocks shall be watered to prevent the spread of dust;
- k) All food containers (including but not limited to wheat, barley, oats and other grain foods) shall be sealed to prevent ingress of rodents and pests. It is accepted that hay bales may be stored outside of sealed containers.



Building Requirements

- a) Stables shall be constructed of new materials. No second hand materials are permitted to be used except for recycled wood for framing purposes only.
- b) Fencing requirements shall be as required by Local Planning Policy No.2 and the Fencing Local Laws. Boundary fences shall be constructed to minimise the risk of injury to the animal but shall be of sufficient strength to contain the animal within the property.
- c) Waste disposal systems shall be constructed to dispose of water used for all wash down areas in accordance with the requirements of the *Health Act 1911 (as amended)*.
- d) Plans shall be submitted as required by the *Building Regulations 1989* or such other legislation which may replace the regulations.
- e) Waste containers shall be supplied as required by the Shire of Dalwallinu Health Local Laws and be of sufficient size to contain all waste materials in a sealed environment.
- f) Compliance with all Health Local Laws is required at all times.

Where the Council considers a particular development or use to be incompatible with the predominant uses within the zone, additional conditions and requirements may be imposed.

The Council reserves the right to refuse a planning consent application which is incomplete or in incompatible with the predominant uses within the zone.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 5 – MOVEABLE BUILDINGS

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DISCUSSION The Council is experiencing an increase in the demand for more affordable housing types within the Shire. These ‘affordable’ housing types are often in the form of moveable, recycled and converted shed type structures. The Council is keen to restrict these types of dwellings amongst the existing residential areas, as they are considered inappropriate to the standard of existing housing stock, and the expectations of residents or owners already established in the area. The Council considers it reasonable to protect existing owner’s investments in the town from development that may detract from the amenity of the residential character.

DEFINITION A PERMANENT building is generally not designed to be moved and includes the following:

‘*Site Built*’ structures are built on location as new permanent structures. They are of traditional appearance with pitched rooves and typical house layout, designed to accommodate families

‘*Relocated*’ dwellings are structures that have previously been constructed on a site elsewhere. The structures that are relocates are not necessarily designed to be relocated.

A MOVEABLE building is generally any structure capable of being transported from one location to another. There are three basic types as follows:

‘*Transportable*’ structures are those designed and constructed at a location other than where they are intended to be established. For example, dwellings prefabricated in Perth, transported in sections to the building site, and assembled on location;

‘*Donga Type*’ structures are those usually designed to provide for workforce accommodation in small individual units. The structures are generally those (such as ATCO, Western Portables or Durabuilt units)



with skid mountings, metal sandwich panel and flat roof design. These portable modular structures are also used for other purposes.

'Containers'. These structures, although considered *'buildings'* by definition under the Building Code of Australia, are solely constructed to transport other goods. They are not in themselves designed, nor suitable, for storage of goods in an urban environment. A container includes *'seatainers'* and other large vessels designed to carry, and be carried on specially designed vehicles or transporters.

BACKGROUND

Due to the historic uncertainty in the permanence of mining activities, and the mobility of mining operations, the establishment of permanent workforce accommodation in the region may not always be desirable or viable.

The use and reuse of moveable buildings is common. The downside of this trend is that the building stock may be second-hand, may contain undesirable materials like asbestos, and may be visually out of harmony with existing buildings in the locality. Many other Councils are not permitting buildings within their districts, which contain asbestos. Without the appropriate controls, Dalwallinu could become a *'dumping ground'* for such structures.

To ensure that the Council has the opportunity to consider such proposals, all applications for moveable buildings, as defined above, shall require the Council's planning consent prior to the issue of a Building Licence.

The Council has delegated authority to its Manager Planning & Development Services to determine applications for planning consent for all applications for transportable and relocated dwellings in zones of the Scheme where dwellings are permitted.

POLICY

All applicants for moveable buildings, as defined above, shall require the Council's planning consent prior to the issue of a Building Licence. Generally the Council is not in favour of the use of moveable buildings, especially in the townsite areas, however, the Council will consider each application on its merits.

The Council shall not permit the establishment, occupation or erection of donga type structures for residential purposes within a townsite boundary in the Scheme Area, unless the site is set aside for group housing accommodation and used as a campsite for accommodating a workforce. In these circumstances, it may be argued that the development is not a permanent improvement, and may justify the use of such structures. In this case, the Council must be satisfied that the



development will not detract from the amenity of the surrounding area.

The Council will only permit donga type structures for uses other than residential uses where it considers the use or establishment of the structure will not be in conflict with the objectives of this policy.

The Council will only permit site built and relocated structures where it is satisfied that the standard and quality of the building can satisfactorily be integrated into a residential area, and that the buildings do not contain unacceptable materials.

The Council will not permit the storing or use of a container, as defined above, within a townsite area, other than in the areas zoned 'industrial'. The Council considers the appearance, scale and materials of these structures to be inappropriate for use in an urban environment, and are therefore in conflict with the objectives of the Scheme.

The Council may give special consideration for the use of containers outside the townsite areas of the Shire. In these circumstances, the Council will need to be satisfied that there is no viable alternative to the use of these structures, and that the location of the containers will not detract from the amenity of the locality.

Measures to Ensure Compliance with Planning Consent

When an application for planning consent for a moveable building is considered by Council, or the Building Surveyor, that consent may be granted subject to conditions requiring the application, or owner, to:

Lodge a bond or bank guarantee with the Council. The bond or bank guarantee will provide the surety for the completion of the moveable building to a standard acceptable to the Council'

Specify matters which require attention and the manner in which work is required to be completed in order to satisfy standards acceptable to the Council;

Obtain a special building licence for a specified duration.

OBJECTIVES

To maintain high amenity standards of buildings, especially within the residential areas in the townsites of the Shire

To ensure that the visual aesthetics of residential areas are not compromised by the introduction of moveable buildings that are generally out of character with the predominant housing style in the locality.



To ensure that the moveable buildings, established within the Shire, do not use materials considered by the Council to unacceptable (e.g asbestos).

To avoid the erection and use of extensive areas of moveable structures for accommodating temporary workforces, or other business or company activities, in appropriate area.

To prevent the introduction of housing, or other use structures that are designed to be used on a temporary or short stay basis and that may detract from the standards already established in the residential areas of the townsite.

To protect the visual amenity of the urban environment by not permitting the establishment, storage or use of containers within the non-industrial areas of the townsite.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 6 – AGED ACCOMMODATION DEVELOPMENT

Lots 126,125 & 128 McNeill Street, Dalwallinu

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DEFINITION For the purposes of this policy, the Development comprises that land within McNeill Street, Dalwallinu, comprising Lots 126 – 128 McNeill Street and located adjacent to the existing development known as “Pioneer House”. Further development of Lots 123-125 McNeill Street, Dalwallinu, will also be bound by this policy.

BACKGROUND In most developed regions there is a desire and need to ensure that grouped residential development is controlled, maintained and constructed, in a manner which promotes additional development, is aesthetically pleasing, well presented and provides sufficient infrastructure to support the target population to develop the Aged Accommodation.

Census information provided shows that the average age of farmers within Dalwallinu is increasing and there is a lack of suitable accommodation to attract potential retirees to settle within the District. Aged development is occurring outside the region and infrastructure must be in place to retain this target group.

The development must encourage residential development which meets the standards set for aged housing including access and mobility, ease of access to all areas, common themes of construction materials, and address community activities within the development. This policy addresses the development of residence within the prescribed area, particularly setbacks, landscaping, car parking, building construction materials and access mobility.

OBJECTIVES To protect the residential development from construction that is not compatible with aged development general standards. For example



720mm door width, double storey construction, access via ramps (not steps) and materials not keeping with a predetermined general theme.

To protect the visual amenity of areas that may have a direct view of the residential area or frequent the area

To control the type of materials used within the construction of accommodation to ensure a degree of integration to utilise an adhoc undisciplined development of varying colours and materials.

To provide developers of the lots of land with a minimum acceptable standard of planning and construction which complements existing buildings and enhances the visual amenity of the area.

To provide potential purchasers with a policy for development of the Aged Accommodation precinct which complements the proposed use of the area and ensures a planned approach to development.

POLICY PRINCIPLES

Planning Requirements

The Shire of Dalwallinu Local Planning Scheme No.2 does not require the submission of plans for a residence for planning approval. As such development within the aged precinct is controlled by the policy.

- All applications for development within the area shall include a planning application detailing a building envelope, front setbacks, proposed landscaping and materials to be used within the building. Information including elevations and colour schemes shall be included;
- All applications shall confirm compliance with Australian Standards relating to Design for Access and Mobility such as door width, level access and bathroom layouts;
- Setbacks shall be determined by the development proposed and in accordance with the Residential Planning Codes, however it is acknowledged that block sizes will require a reduction in setbacks (minimum 3.5m without Council approval). Side setbacks and rear setbacks shall be a minimum of 750mm (eaves – side boundary) and 2,000mm (eaves – rear);
- Fences shall be post and rail colourbond construction with side and rear fences permitted to 1,900mm and front fences limited to 900mm height;
- Pathways and entrances shall be ramped. Where steps are necessary, the provisions of Australian Standards relating to Design and Access and Mobility are applicable;



- Building construction shall only occur between the hours of 7.00am to 6.00pm weekdays and 8.00am to 1.00pm Saturdays;
- Sheds shall be permitted and located behind the dwelling.

Building Construction

- The use of second hand materials or placement of second hand buildings within the development is not permitted;
- Materials to be used are not strictly controlled, however the use of galvanised iron is not approved. Colourbond materials for roofs and roof plumbing shall be utilised. Tile roofs are permitted;
- Wall materials can be steel framed and clad z (painted), brick veneer or double brick;
- All bedrooms shall be provided with the infrastructure to install a paging system in the future. Infrastructure comprising a blank wall plate with conduit access from the roof space is required;
- All residences shall be connected to the Sewer system;
- All storm water shall be discharged to McNeill Street via the internal road access.

The Council may require a bond or bank guarantee from a developer to ensure development works are designed and carried out to the approved plans and conformity with this policy.

Where Council considers a particular development to be incompatible with the predominant character of the overall development, additional requirements may be necessary.



**SHIRE OF DALWALLINU
LOCAL PLANNING SCHEME NO.2
(District Scheme)**

The Dalwallinu Shire under and by virtue of the provisions and powers conferred upon it in the behalf by Local Planning Scheme No.2, more particularly Clause 2.2, hereby adopts the following Policy.

POLICY NO. 7 – VERANDAH OVER FOOTPATH – DESIGN & MATERIALS CRITERIA

Date Advertised: 29 April 2014

Date Finally Adopted: 3 June 2014

DISCUSSION Since 1994, Council has prepared and submitted for public consultation, a Dalwallinu Town Centre Study, which includes details of proposed aesthetics and infrastructure improvements to Johnston Street. As part of this planning process, proper planning of visual improvements to shops and premises is considered integral with the town centre development.

This policy is proposed to ensure that the expectations of the owners already established are not adversely affected by the construction of verandahs over footpaths. It is considered reasonable to protect the visual integrity of the main street concept, and existing landowners investments in the town from development that may detract from the amenity of the character of Johnston Street.

BACKGROUND The construction and design of verandahs is limited by the imagination of the designer. The proposal to visually improve Johnston Street to provide encouragement to locals and visitors, will ensure a uniform approach is taken to the overall design and a policy relating to verandahs will ensure harmony between the structures and the proposed improvements.

To ensure that Council can review and provide constructive comment of the verandah design, all applications for verandah's over footpaths and road reserves, shall require the Council's planning consent prior to the issue of a building licence.



POLICY

1. All applications for verandah's over footpaths shall require the Council's planning consent prior to the issue of a building licence;
2. The Council shall not permit the construction of a verandah from second hand materials or materials which are flammable;
3. All applications must show existing verandahs or shop fronts adjacent to the property for which the application is made;
4. Verandahs shall not interfere with the rights of the adjoining property including advertising and access;
5. All applications shall be supported by a structural engineers report on the affixment methods and durability of the existing structure to withstand loads applied by the verandah and to show details of walls to which the verandah shall be affixed;
6. All applications shall include a statement from the insurer advising that the proposed verandah and road reserve area shall be included permanently within the public liability insurance premium applicable to the verandah. The landowner is to ensure that the policy remains current and all new tenants or owners are advised of the requirement accordingly;
7. The application must be lodged with statements from adjoining property landowners that they have sighted the plans of the verandah;
8. Columns shall be located a minimum of 600mm from the footpaths edge;
9. A minimum of 2400mm clear area beneath the verandah shall be provided for public thoroughfare.

OBJECTIVES

1. To maintain high amenity standards of buildings, especially within the commercial precinct;
2. To ensure that the visual aesthetics of the commercial precinct are not compromised by the introduction of substandard structures that are out of character with the majority of the precinct;
3. To ensure that verandah's when constructed do not use materials or a design considered unacceptable by Council;
4. To protect the visual amenity of the main street of Dalwallinu by not permitting the establishment of visual barriers which are not in keeping with the general intent of the Town Centre Study and values of established businesses.



6.6 Trading in Public Places

Policy This policy is designed to assist the Shire in the facilitation and management of businesses operating as street traders on a temporary basis and to regulate this type of activity to ensure equity and fairness to all business proprietors.

1.1 Types of street trader permits

Three types of street trader permits may be issued to accommodate the various street traders that may wish to operate within the Shire:

1. Mobile food vending eg. Ice cream vending
2. Fixed food vending site eg. Burger van, fruit & vegetables van
3. Non-foodstuff vending eg. Flowers

1.2 Period of Validity

Permits will be issued for a maximum twelve (12) month period ending on 30 June and reviewed annually.

1.3 Fee

An annual fee for the issue of a Street Trader Permit is in the Schedule of Fees and Charges and is set and reviewed by Council each year.

1.4 Conditions of Permit

The following conditions, where applicable, will form part of the Street Trader Permit and will be issued under the authority of clause 6.3 of the *Activities on Thoroughfares and Trading on Thoroughfares and Public Places Local Law*:

1. The permit holder agrees to indemnify the Shire from all actions and damages whatsoever that may be brought against them for any wilful or negligent act;
2. The permit holder shall take out and keep current in respect of the vending activity, a public risk insurance policy in the name of the permit holder for a sum of not less than \$20 million against all actions and damages whatsoever connected with the vending activities;
3. A permit will not be issued until evidence of such public risk insurance policy is given to the Shire;



4. The permit holder is only permitted to operate within the section of the Shire to which the permit applies and shall not operate on any declared arterial road or highway;
5. Food vendors to be currently registered under the provisions of the *Food Act 2008*;
6. Music or other audible means, eg. Bell, used for attracting custom is to be kept to a minimum so as not to create a nuisance to residents. The music or bell is not to be used:
 - a. When the vehicle is stationary;
 - b. Before 9.00am or after 9.00pm on any day
7. The permit holder will comply with all laws of the Commonwealth, State and Shire local laws;
8. Permit holders are only to operate between 10.00am and 7.00pm during the months of April to October (inclusive) and between 9.00am and 9.00pm at other times. This can be varied subject to an application in writing to the Shire for approval;
9. Permit holders must ensure that any trading sites are left clean and tidy with all rubbish removed;
10. The permit does not allow vending on a reserve, parkland or adjacent car park;
11. A copy of the permit is to be retained within the vehicle whilst trading within the Shire and produced on demand when requested by an authorised officer;
12. All vehicles including the tow vehicle must be road authority registered and be maintained in a clean non-offensive manner to the satisfaction of the Shire;
13. The permit holder is required to notify the Shire in writing within seven (7) days of any change of address of the business;
14. The permit is non-transferable;
15. The Shire may revoke the permit by written notice to the Permit holder;
16. All permits will expire at the close of business on 30 June in the year in which they are issued.

OBJECTIVE

The purpose of this policy is to provide direction to Shire staff in the processing of applications for trading in public places to ensure an appropriate balance between the interest of the Shire, street traders



and residents of the Shire of Dalwallinu. The objectives of the policy include:

The designation of areas where vendors will be allowed to operate;

An appropriate spatial separation between an itinerant vendor and a similar business operating from approved commercial premises

| | |
|--------------------|-------------------------------|
| Person Responsible | Chief Executive Officer |
| History | New Policy March 2019 (M9342) |



7. Administration



7.1 Harvest Bans

| | |
|-----------|--|
| Policy | Harvesting shall be prohibited on Christmas Day and New Year’s Day within the Shire of Dalwallinu. |
| Objective | To minimise the likelihood of an emergency on Christmas Day or New Year’s Day. |

| | |
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| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.2 Building Facilities

| | |
|-----------|--|
| Policy | <p>The Shire will provide a stove and refrigerator of up to 450 litre capacity in each of its halls/supper rooms.</p> <p>(Community Groups may provide other facilities in halls or buildings, at their cost, with the prior approval of Council).</p> |
| Objective | To define the limit on facilities provided by Council. |

| | |
|--------------------|--|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



7.3 Caravan Parks

~~Policy~~ — ~~In respect to Caravan parks owned and operated by the Shire of Dalwallinu, the following policies will apply:~~

- ~~• Dogs will be accepted overnight only and must be on a lead~~
- ~~• Lighting of fires within the Park is not permitted without the approval of the caretaker~~
- ~~• Any tenant creating a disturbance may be asked to leave~~

~~Objective~~ — ~~To clarify the Shire’s position in regards to these matters.~~

~~Guidelines~~ — ~~These policies are at the discretion of the Shire and complement the requirements of the *Caravan parks and Camping Ground Regulations 1997*.~~

| | |
|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer/ Manager Corporate Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.4 Liquor of Council Public Property

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|------------|--|
| Policy | <p>No liquor of any type shall be permitted to be stored or consumed on Council controlled public property without the application for and granting of a permit by the Chief Executive Officer or other designated officer.</p> <p>Clubs may apply for a seasonal permit for the consumption of liquor with all dates shown on the permit.</p> |
| Objective | <p>To provide clarification of the process for the storage/consumption of liquor on Council owned public properties.</p> |
| Guidelines | <p>The Police are to be advised each time a permit for the consumption of liquor is issued.</p> <p>If liquor is to be sold, either by individual sale or as part of a ticket price, a separate permit from the Department of Racing, Gaming & Liquor Department of Local Government, Sport and Cultural Industries is necessary.</p> |

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|--------------------|--|
| Person Responsible | Manger Planning & Development Services |
| History | <p>Reviewed April 2017 (M8814)</p> <p>Reviewed March 2018 (M9129)</p> <p>Reviewed March 2019 (M9342)</p> |



7.5 Freedom of Information Officers

| | |
|------------|---|
| Policy | <p>For the purposes of the <i>Freedom of Information Act 1982</i>:</p> <p>The Chief Executive Officer is the Principal Officer and the Internal Review Officer for the purposes of the Act; and</p> <p>The Deputy Chief Executive Officer/Manager Corporate Services is the Freedom of Information Co-ordinator for the purposes of the Act.</p> |
| Objective | <p>To ensure that the legislative requirements for Freedom of Information are carried out in accordance with the Act.</p> |
| Guidelines | <p>In accordance with the <i>Freedom of Information Act 1982</i>, s 13.39 and Schedule 2.</p> |

| | |
|--------------------|---|
| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.6 Record Keeping Plan

~~Policy — The Shire is to maintain a Record Keeping Plan in accordance with the requirements of the *State Records Act 2000*.~~

~~Objective — The purpose of the Record Keeping Plan is to define the principles that underpin the Shire’s record keeping function and the roles and responsibilities of those individuals who manage or perform record keeping processes on behalf of the Shire.~~

~~— The Plan and its associated procedures establishes a framework for the reliable and systematic management of Shire records in accordance with legislative requirements and best practice standards~~

~~Guidelines — *State Records Act 2000*~~

| | |
|--------------------|---|
| Person Responsible | Deputy Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.7 REVOKED – Pension Rebate Review Officers

POLICY REVOKED – APRIL 2017

REASON – Not required as covered in the *Rates and Charges (Rebates and Deferments) Act 1992*.



7.8 Dalwallinu Caravan Park Overflow

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|------------|--|
| Policy | Should the Dalwallinu Caravan Park reach full capacity, the overflow facility is to be at the Dalwallinu Recreation Grounds. |
| Objective | To establish a protocol for the implementation of the overflow facility for the Dalwallinu Caravan Park. |
| Guidelines | <p>The maximum capacity of the Dalwallinu Caravan Park is set at 44 caravans/motorhomes. Once this number is reached the overflow facility at the Dalwallinu Recreation Grounds may be utilised.</p> <p>Patrons who make use of the overflow facility will be escorted from the caravan park to the sports oval by the Manager of the caravan park who will assist with the safe positioning of the caravans/motorhomes.</p> <p>Anyone patron shall not be permitted to utilise the overflow facility for a time period greater than three (3) consecutive days at any one time.</p> <p>Fees for the overflow facility are stated in the Council’s Fees & Charges.</p> |

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| Person Responsible | Chief Executive Officer |
| History | <p>Former Policy</p> <p>Reviewed April 2016</p> <p>Reviewed April 2017 (M8814)</p> <p>Reviewed April 2018 (M9129)</p> <p>Revoked March 2019 (M9342)</p> |



7.9 Temporary Camping Site

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|------------|---|
| Policy | The Dalwallinu Recreation Grounds may be used as a temporary camping site during approved community events. |
| Objective | To establish a protocol for the implementation of the use of Recreational Sports Grounds as a temporary camping site during approved community events. |
| Guidelines | <p>Council may permit the use of the Recreational Sports Grounds for the purposes of a temporary camping site provided approval is sought and granted. Community event organisers may seek approval from Council on behalf of participants at their events, by means of the event application process. Such temporary stays shall be no longer than five (5) consecutive days per event and will be approved on a case by case basis.</p> <p>Event organisers will be responsible for the management of campers during the approved period in accordance with any conditions as stipulated within the approval.</p> |

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| Person Responsible | Manager Planning & Development Services |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.10 Non-Employee Housing Rental

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|-----------|---|
| Policy | <p>For all non-employees renting Shire housing, the following conditions apply:</p> <p>Prior to renting:</p> <ul style="list-style-type: none"> • A police clearance (less than six (6) months old) is to be provided; • A proven rental history is to be provided; • Bond of four (4) weeks rental is to be paid period to moving in; • Two (2) weeks rental in advance is to be paid prior to moving in. <p>While renting:</p> <ul style="list-style-type: none"> • Rent is to be two (2) weeks in advance at all times (or the Shire reserves the right to terminate the rental agreement); • The gardens are to be maintained to at least the standard that they were at the commencement of the lease. <p>Some of the conditions may be waived by the Chief Executive Officer in specific circumstances (e.g. aged accommodation, joint venture accommodation)</p> |
| Objective | <p>To determine the requirements for non-employee housing rentals.</p> <p>To ensure that the community's financial interest in the Shire are protected.</p> |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.11 Risk Management

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|------------|---|
| Policy | <p>To achieve best practice (aligned with AS/NZS ISO 31000:2018 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.</p> <p>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.</p> <p>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.</p> <p>Every employee, Councillor, volunteer and contractor within the Shire is recognised as having a role in risk management, from the identification of risks, to implanting risk treatments and shall be invited and encouraged to participate in the process.</p> <p>Consultants may be retained at times to advise and assist in the risk management process or management of specific risks or categories of risk.</p> |
| Objectives | <p>To ensure that the legislative requirements for risk management are carried out in accordance with the Act and Regulations.</p> |

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| Person Responsible | Chief Executive Officer |
| History | Reviewed April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.12 Computer and Mobile Devices

Policy All Shire employees, Elected Members, contract personnel and volunteers whose access to computer resources are provided by, facilitated by or funded by the Shire or is made available through equipment owned or leased by the Shire must abide by the guidelines listed below.

Objective To provide guidelines for the acceptable usage of all Shire of Dalwallinu’s Information Technology Systems including mobile devices;
To ensure the security and integrity of the Shire’s electronic data and technology infrastructure.

Guidelines **Purpose**
The purpose is to protect the security and integrity of the Shire of Dalwallinu’s electronic data and technology infrastructure. It outlines the requirements that all mobile devices must adhere to before being allowed access to the Shire’s electronic resources.

In addition, the purpose is to ensure that:

- Users understand that mobile devices are easily lost or stolen and this presents a risk to the Shire of Dalwallinu;
- Mobile devices that are provided by the Shire of Dalwallinu are secured appropriately;
- Access allowed by personal mobile devices is restricted and documented;
- Users are aware of the consequences if their mobile device is lost or stolen;
- Users are aware of the implications and consent to the possibility of the mobile device being wiped.

Devices and Support

Mobile devices include but are not limited to:

- Smart phones such as iPhones, Androids or Windows Mobile phones;
- Tablets such as iPads, Android or Windows devices;
- Laptop or notebook computers

Technical support will only be provided for Shire owned devices.



Employees with personal devices should contact the device manufacturer or their carrier for operating system or hardware related or mobile data network issues.

Purchasing

All purchases of devices, accessories or software applications (apps) whether capital, operational or grant funded, must be by the Shire's Administration Department to ensure compatibility with the Shire's IT systems and suitability for its intended purpose.

Shire provided mobile devices are only to be used for fulfilling business responsibilities. Users are prohibited from incurring any fees or charges as a result of personal use of Shire provided mobile devices and subsequently billing those fees and charges to the Shire.

Option to keep Devices by Retiring Councillors

Retiring Councillors who are supplied with a device such as an iPad for example may keep the device subject to the following conditions:

- The device has been completely cleansed of any confidential or sensitive data relating to the Shire of Dalwallinu;
- Passwords issued to the user are deleted;
- Any access to Shire emails or password protected areas is removed;
- Should a Councillor retire before completing their term the iPad would be returned to the Shire or made available at a cost determined by using current depreciation calculations.

Device Access

All Shire owned devices must be registered with the Shire's contract IT supplier and configured by them with device updates and standard apps, such as office productivity software and security tools, before they can be permitted to access the network.

Users are prohibited from installing offensive apps or ringtones on Shire provided devices. Any software or apps installed on the device must not restrict the ability of the device to be used for normal work purposes and must not incur additional charges to the Shire by exceeding the device's data allowance.

Personal mobile devices will not be permitted to access the Shire's network or email using the devices native mail client unless the Chief Executive Officer has given written permission.

No employee may connect, dock or otherwise synchronise an unapproved mobile device, whether owned personally by the employee or provided by the Shire, with any Shire computer, laptop,



server, system or network, without the prior consent of the Chief Executive Officer.

Security

Users provided with mobile devices by the Shire are wholly responsible for the security of those devices. Users are to keep the devices on their person at all times when travelling.

Additionally, the following applies to Personal and Shire owned devices:

- No sensitive or confidential information is to be unnecessarily stored on mobile devices
- All users must be aware that the user’s device may be remotely wiped by the IT Contractor if:
 - The device is misplaced, lost or stolen;
 - The employee or Councillor terminates his or his employment, or
 - The IT Contractor detects a data or policy breach, a virus or similar threat to the security of the company’s data and technology infrastructure.
- In the event that a mobile device is lost, stolen or misplaced, the Administration Department must be notified immediately so that appropriate steps can be taken;
- While the IT Contractor will take every precaution to prevent the users personal data from being lost, in the event it must remote wipe a device, it is the users responsibility to take additional precautions, such as backing up their email, contacts, photo’s etc;
- A remote wipe can delete all data (including personal data, applications, pictures, files etc) and restore the mobile device to factory default settings.

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| Person Responsible | Chief Executive Officer |
| History | New Policy April 2017 (M8814) Reviewed March 2018 (M9129) Reviewed March 2019 (M9342) |



7.13 Social Media

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|------------|---|
| Policy | <p>This policy is intended for use by Councillors, staff members and other representatives of the Shire of Dalwallinu to apply to any online medium where information may reflect back on the image of the Shire of Dalwallinu. Therefore this Social Media policy applies to all forms of social media including, but not limited to, blogs, Facebook, Wikipedia or other wikis, Twitter and LinkedIn. These guidelines also apply to any comments representatives of the Shire of Dalwallinu may leave on other's blogs or Facebook/Twitter pages, edits to wikis, postings on message boards/forums and opinion on online polls.</p> <p>Most conversations on social media platforms are held in an informal manner, so the normal professional writing style is not required for social media communications, however, professional discourse is expected.</p> <p>All social media accounts, blogs and web pages carrying the Shire of Dalwallinu brand identity are to be endorsed by the Shire of Dalwallinu. If the Shire of Dalwallinu is referenced in any media by its representatives, the social media guidelines of this policy apply.</p> |
| Objective | <p>To give guidelines for engaging in online conversations as representatives of the Shire of Dalwallinu.</p> <p>As a Local Government Authority, the Shire of Dalwallinu and its representatives must follow certain rules when participating in social media.</p> |
| Guidelines | <p>1. The internet is not anonymous, nor does it forget</p> <p>Everything written on the Web can be traced back to its author one way or another and very easily.</p> <p>2. There is no clear line between your work life and your personal life. Always be honest and respectful in both capacities</p> <p>With the ease of tracing authors back from their posts and the amount of information online, finding the actual identity of a poster from a few posts and a screen name is not impossible. This creates an avenue for outside parties to link your personal writings to the Shire of Dalwallinu. Always write as if everyone knows you. Never write anything you wouldn't/couldn't say out loud to all parties involved.</p> |



3. Avoid hazardous materials

Do not post or link to any materials that are defamatory, harassing or indecent.

4. Don't promote other brands with our brand

Do not promote personal projects or endorse other brands, causes or opinion when postig

5. Maintain confidentially

Do not post any confidential information in regards to the Shire of Dalwallinu including personal information of employees, Councillors and other individuals associated with the Shire of Dalwallinu.

6. Always acknowledge

When reposting/referencing a post or some else's comments provide a link to the original item or acknowledge the author.

7. Identify yourself

When relevant, identify your affiliation with the Shire of Dalwallinu to add credibility to your profile and to increase the visibility of the Shire of Dalwallinu.

8. Do not qualify your work

Do not post statements regarding the quality or quantity of your work/load.

9. Do not return fire

If a negative post or comment is found online about the Sire of Dalwallinu or one of its representatives, do not counter with another negative post. Publicly offer to remedy the situation through positive action.

10. Do not action requests made through social media

Actioning requests must be done only through our regular procedures to avoid conflicts and other ethical problems.

It should be noted that comments considered to be offensive or defamatory will be removed by the Administrator and repeat offenders will be blocked.



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| Person Responsible | Chief Executive Officer |
| History | New Policy March 2018 (M9129) Reviewed March 2019 (M9342) |



7.14 24/7 Gymnasium

Policy The gymnasium is provided for the enjoyment of all who use it, irrespective of whether it is recreational for keeping fit, rehabilitation from injury, or as part of a training programme for an individual sport. The gymnasium is available for use 24 hours a day and seven days a week.

Terms of Use

- No persons under the age of eighteen (18) shall be permitted into the Shire of Dalwallinu gymnasium;
- All members are to complete a membership form to obtain an access swipe ~~card~~ fob;
- The gymnasium is for **members only**. Sharing of ~~cards~~ fobs and allowing non-members access into the facility will not be tolerated and may result in cancellation of the membership;
- Members will be required to complete a Pre Exercise Screening Tool and are urged to seek advice from their Doctor prior to commencing any form of physical activity;
- CCTV will be monitoring the facility at all times;
- Memberships are for a twelve (12) month period from 1 July – 30 June, and have a 48 hour cooling off period;
- After the 48 hour cooling off period, members may only terminate their membership if they leave the Shire of Dalwallinu or have a medical issue (medical certificate required).

Fees

- Fees will be set as annual (to include a 10% discount), monthly or fortnightly;
- Monthly and fortnightly fees are to be via direct debit facility only;
- A casual weekly fee will be available. The casual option is only available for non-shire residents;
- An access ~~card~~ fob is applicable;
- A replacement access ~~card~~ fob fee is applicable.

Objective This policy is designed to promote, protect and regulate the use of the Shire of Dalwallinu gymnasium.



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| Person Responsible | Chief Executive Officer |
| History | New Policy December 2018 (M9297) Reviewed March 2019 (M9342) |



WORK FORCE PLAN

2020 - 2024



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Chief Executive Officer's Message

The Shire of Dalwallinu's first Workplace Plan was developed in 2013. The Workforce plan is reviewed annually and changes made accordingly.

Workforce planning is *"a continuous process of shaping the workforce to ensure that it is capable of delivering organisational objectives now and into the future"* (ANAO, 2004).

Workforce Planning:

- is continuous, not a one-off activity;
- is a process, not a static action or set of actions;
- is about shaping the workforce with a clearly identified purpose and to bring about particular changes;
- has its purpose linked with organisational objectives; and
- applies not just to the current workforce but anticipates future workforce requirements.

Workforce Planning will enable our organisation to:

- respond quickly and more strategically to change by recognising emerging challenges;
- improve efficiency, effectiveness and productivity by having employees with the right knowledge and skills and who are a good fit for the job they are in;
- facilitate strategic staffing and planning for future workforce requirements by identifying these in a timely manner, monitoring staff separations and making arrangements to fill key vacancies;
- strengthen our organisation's capacity to achieve the outcomes of the Strategic Community Plan and Corporate Business Plan;
- encourage understanding of our organisation's workforce profile so that existing workforce capacity can be maximised and the future workforce shaped as needed;
- assist with identifying and managing people with the knowledge critical for efficient and effective business operations, and managing corporate memory;
- adapt and integrate management and business processes, technology and systems and adjust our organisational structure to use resources most effectively;
- strengthen our organisation through stronger career paths and staff development.

Jean Knight

CHIEF EXECUTIVE OFFICER

Document Purpose within Integrated Planning Framework

The Integrated Planning Framework and Key Documents

The Department of Local Government introduced regulations which established requirements for local governments in Western Australia. All local governments, including the Shire of Dalwallinu, are required to have an **Integrated Planning and Reporting Framework (IPR)** which consists of several strategic and operational plans. These documents will drive the development of the Annual Budget and will ultimately help local governments plan for the future of their communities.

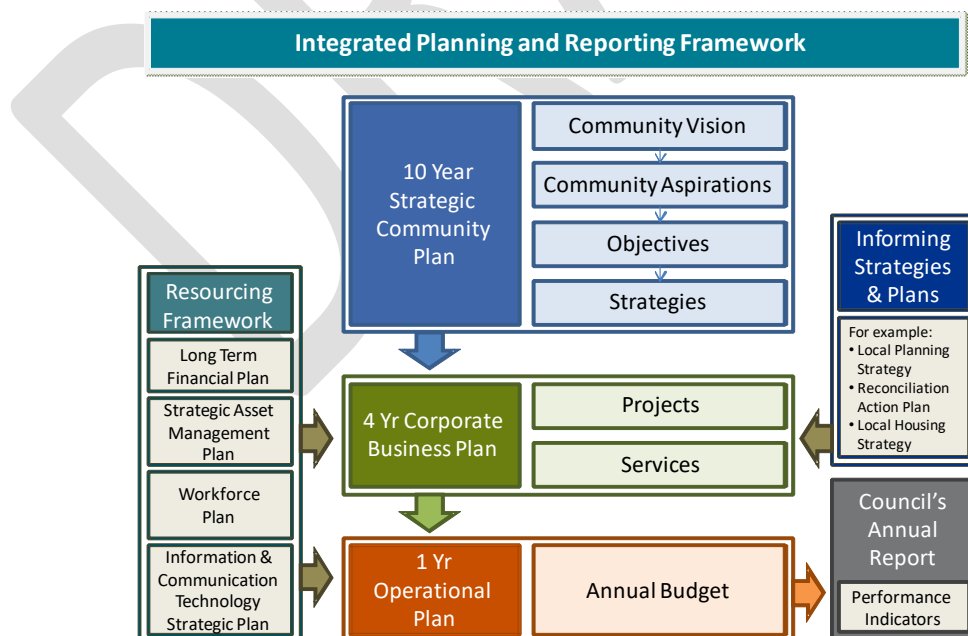
After a process of community consultation, the vision and aspirations of the community are articulated in the Shire's **Strategic Community Plan (SCP)** which sets out the ten-year objectives and strategies within which the operational activities will be delivered.

The **Corporate Business Plan (CBP)** is the Shire of Dalwallinu's four year operating plan and outlines specific projects, programs and services to achieve each of the aspirational outcomes, community objectives and strategies contained within the Shire's SCP.

The CBP aligns with the Shire's resourcing plans to demonstrate both the operational and financial capacity to achieve community outcomes over the medium term. As such, this **Workforce Plan** aligns with the CBP to ensure the workforce needs and limitations are addressed. The Workforce Plan is a resourcing strategy to coordinate the human resource requirements for delivering the Shire's operations.

The graphic below illustrates how the components of the Integrated Planning Framework fit together.

Figure – Workforce planning as an element of integrated planning and reporting



Outcomes of community consultation for the SCP vision

Through the Shire’s community consultation, residents identified a range of community priorities. Continuing from the vision of “building a future together”, the Shire has developed the following aspirations across the four pillars of **environment, society, economy** and **civic leadership**. The community priorities under each pillar were examined to develop a community aspiration for each, as shown below:

SCP Goals

Goal 1 – Community (Social):

To be a progressive and safe community with a high standard of living, valuing acceptance of all people.

Goal 2 – Sustainable Living (Economic):

To be a diverse and innovative economy with a range of local employment opportunities.

GOAL 3 – Environment:

To have a balanced respect for our environment and heritage, both natural and built.

GOAL 4 – Civic Leadership (Governance)

To work together as custodians for now and the future.

What is a Workforce Plan?

At its highest level, workforce planning is the process of identifying an organisation’s human resource requirements and developing plans to ensure those requirements are satisfied. A workforce management plan is the foundation upon which other human resource management activities (i.e. recruitment, selection, induction, training, and retention) are built, and links these strategies to the organisational goals. Based on all the work that has been done to capture the organisational goals via the **Strategic Community Plan (SCP)** and **Corporate Business Plan (CBP)** as outlined in the previous pages, the Shire of Dalwallinu’s Workforce Plan aligns with these documents to ensure the workforce needs and limitations are addressed.

This plan is a resourcing strategy to coordinate the human resource requirements for delivering the Shire's operations. It provides a strategic basis for making human resource decisions, allows change to be anticipated, and provides approaches for addressing present and anticipated workforce issues.

There are a number of approaches to workforce planning, and the approach used at the Shire, guided by the Department of Local Government, covers the following elements:

Analysis of Internal and External Environment and Workforce

A workforce analysis helps the Shire understand the current internal workforce through a range of metrics. The external analysis assists in the understanding of community demographics, and how they compare to the internal Shire workforce, where possible. It also aids an understanding of the quantity and quality of available resources in the community and any challenges in accessing these resources.

Workforce Implications of the SCP and CBP

The actions the Shire plan to take in response to the SCP and CBP have multiple workforce implications. The Shire has analysed where their gaps lie in terms of workforce in order to achieve these outcomes.

Strategies to Meet Future Workforce Needs

Planning and designing specific programs, projects and initiatives that will enable the Shire to develop and maintain a workforce capable of delivering upon the objectives.

Monitoring and Evaluation

Monitoring and evaluating determines the effectiveness, efficiency and appropriateness of the workforce planning strategies and activities. The current workforce plan illustrates how the Shire plans on monitoring and evaluating its performance, and in future years will report on these metrics.

Analysis of Internal and External Environment and Workforce

The Shire of Dalwallinu has experienced growth of 12.87% in population numbers since the last 2011 Census. The population of the Shire at the 2016 Census was 1,429 persons. The Shire of Dalwallinu would be one of very few rural Shires that has experienced any population growth.

To meet the needs of our community, the Shire will focus on providing infrastructure, services, facilities and programs in a timely, cost effective and sustainable manner. A key component of providing these items will be our workforce.

To understand the workforce needs of the organisation in the future, it is important to understand where we are now. To assist in this process, a review of the internal workforce and external environment demographics has been undertaken.

Staff Satisfaction Survey

In July 2017, a staff satisfaction survey was distributed to all permanent staff. 39 were distributed and 27 were returned achieving a 69.23% response rate. *(No survey completed by Chief Executive Officer and two casual employees)*

A follow up survey was conducted in June 2019. 33 were distributed and 11 were returned achieving a 33.33% response rate. (No survey completed by Chief Executive Officer and two casual employees).

A full overview of the survey results is attached as Appendix 1.

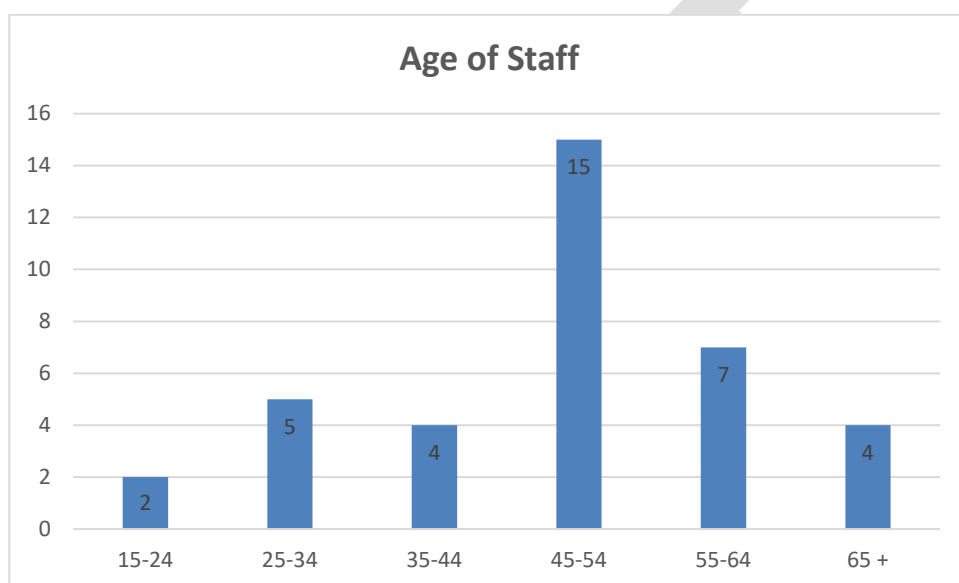
These results will be used as a benchmark for future bi-annual surveys of all staff.

DRAFT

Age – Gender Profile

The current age statistics for Shire of Dalwallinu employees (permanent and casual) are as follows:

- 5.41% are in the category of 24 and under;
- 13.51% are 25-34 years;
- 10.81% are 35 – 44 years;
- 40.54% are 45 – 54 years;
- 18.92% are 55 – 64 years;
- 10.81% are 65 plus years



It will be important that the Shire has training, development and succession planning to support younger age groups develop the right skills and competencies for leadership roles in the future. This also requires a fundamental shift within the existing leadership culture and recruitment practices, to encourage consideration and appointment of younger, but equally suitable employees, into leadership roles.

It will also be important that the Shire develop programs that engage and retain youth within the Shire of Dalwallinu, and conversely look at options of retaining employees who are due to retire in the coming years.

Given the age of current Shire staff it will be important that mature employees (i.e. 60 years and over) who undertake a critical role within the Shire and are identified as positive role models for supporting a succession planning process, are provided options to support them to continue to work at the Shire, whilst their corporate knowledge is passed onto other employees through a planned approach.

The Shire of Dalwallinu community profile indicates that 24% of residents are 15 - 34 years, which provides the Shire with potential future employees. It will be critical that

the Shire is able to engage with the youth in the community and promote the opportunities of working in Local Government.

Years to Retirement

When reviewing the data for Shire of Dalwallinu employees, it is clear that 30% of staff are eligible to retire in the next 10 years.

Table – Years to Retirement across Organisation

| Years to Retirement | Employees |
|---------------------|-----------|
| 0 | 10.81% |
| 1 to 10 | 18.92% |
| 11 to 20 | 40.54% |
| 21 to 30 | 10.81% |
| 31 to 40 | 13.51% |
| 40 + | 5.41% |

Given the above, it will be important that the Shire has in place effective succession planning strategies to ensure there is a pool of future leaders within the organisation. It will also be important to look at phased retirement options, part-time work and the effective on boarding of youth (and all new employees) to ensure the skills of the retiring employees are not lost when they leave the organisation.

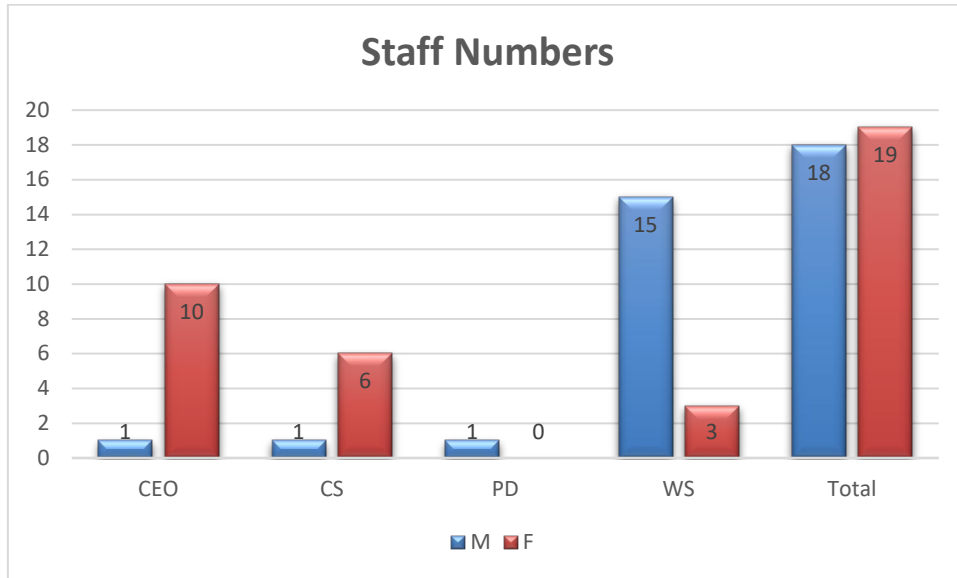
To assist in this process the development of an ageing workforce strategy will be important and will provide support to staff as they progress towards retirement.

In 2018-2019 the Shire has employed a trainee and plan to continue to bring young people into the workforce over the next four years to alleviate the pressure when existing employees get closer to retirement age.

Gender Profile

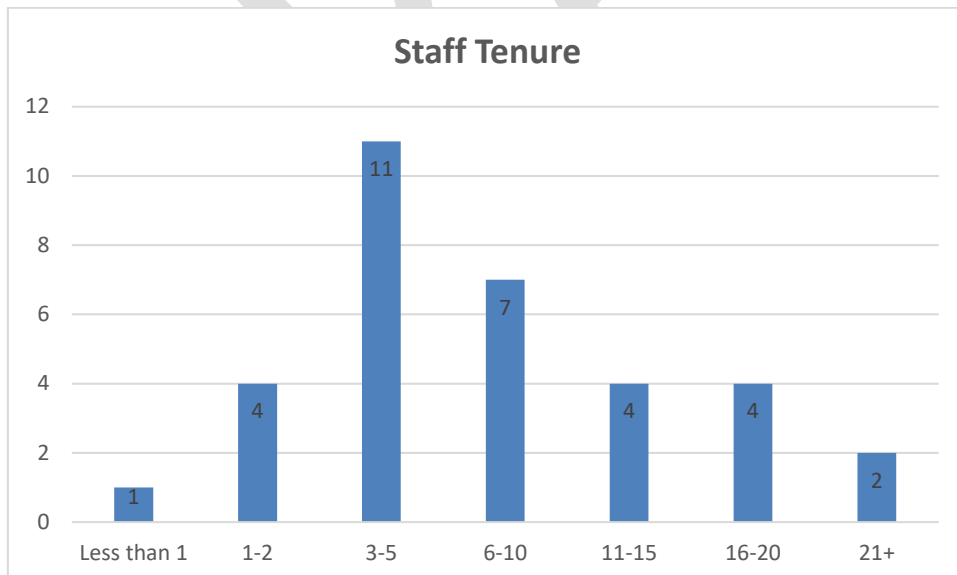
An important fact to note is the large majority of senior employees are male. In 2020 the overall total split for employees is 48% males and 52% females for the Shire.

Figure – Gender by organisational unit



Staff Tenure

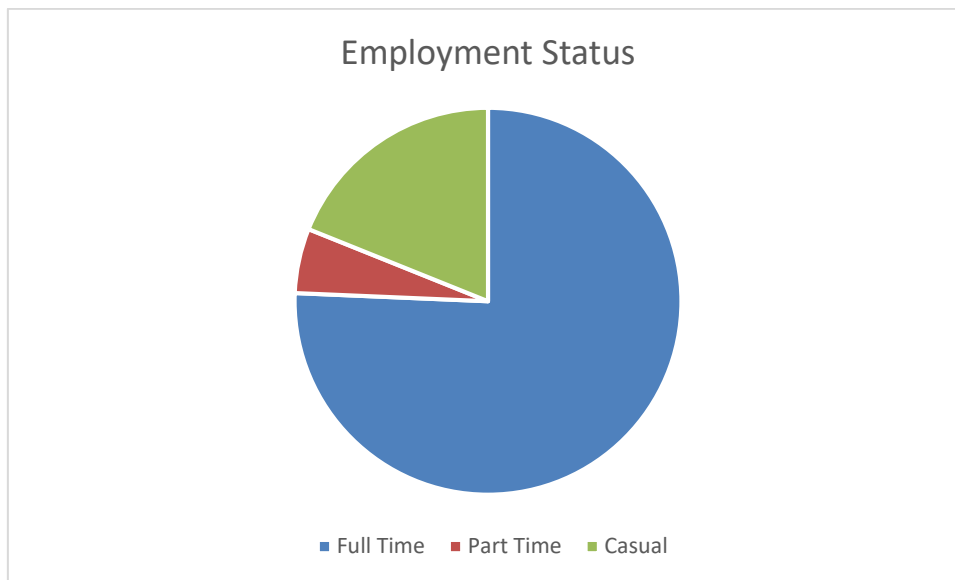
The majority of the staff (43%) have an employment tenure of between 3-10 years.



Employment Status

The majority of employees are employed on a permanent full time basis (75.68%) with (5.41%) employed on a permanent part time and (18.92%) on a casual basis. Casual positions are aligned to operations that fluctuate due to seasonal operations and leave cover.

Figure – Employment Status of employees at Shire of Dalwallinu



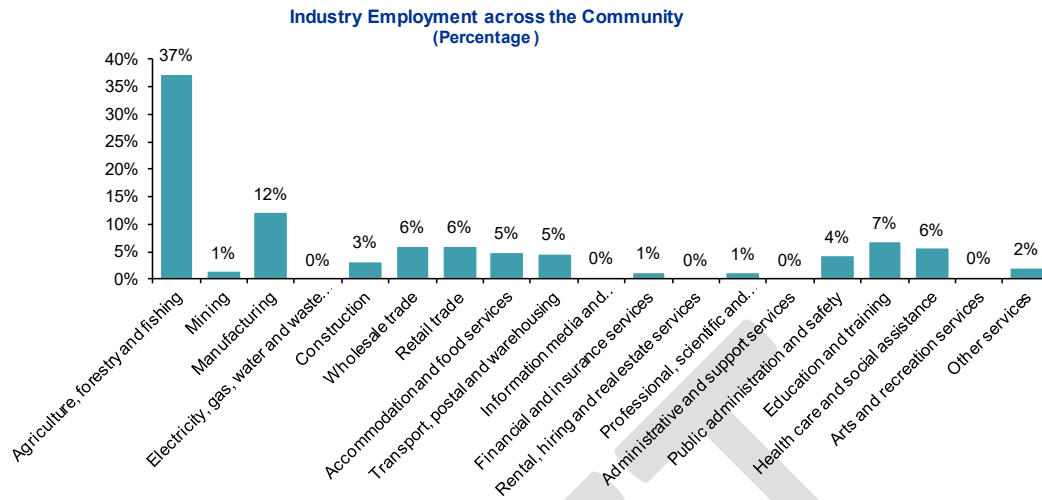
Industry of Employment Profile

When considering the industry of employment of the Shire's residents the majority are working in the agricultural, manufacturing or education industry.

The areas in high demand at the Shire of Dalwallinu and the main industries for turnover which requires ongoing recruitment are administration and support services, and professional and public administration industries. Only 4% of overall Shire residents work in these industries. Potentially, this means future employees will need to be attracted from outside the Shire. The Shire will need to look at specific strategies to attract potential employees and retain them once commenced. Amenities to encourage non-residents to the area include childcare and crèche facilities, flexible working arrangements, provision of housing and close access to health facilities and recreation centres to support health and wellbeing.

Other industries that are most common at the Shire are healthcare, wholesale and retail (which includes the combined recreation centres in Dalwallinu and other towns) and other support services which include transport, accommodation and food services.

Figure – Percentage of Shire of Dalwallinu Residents by Industry

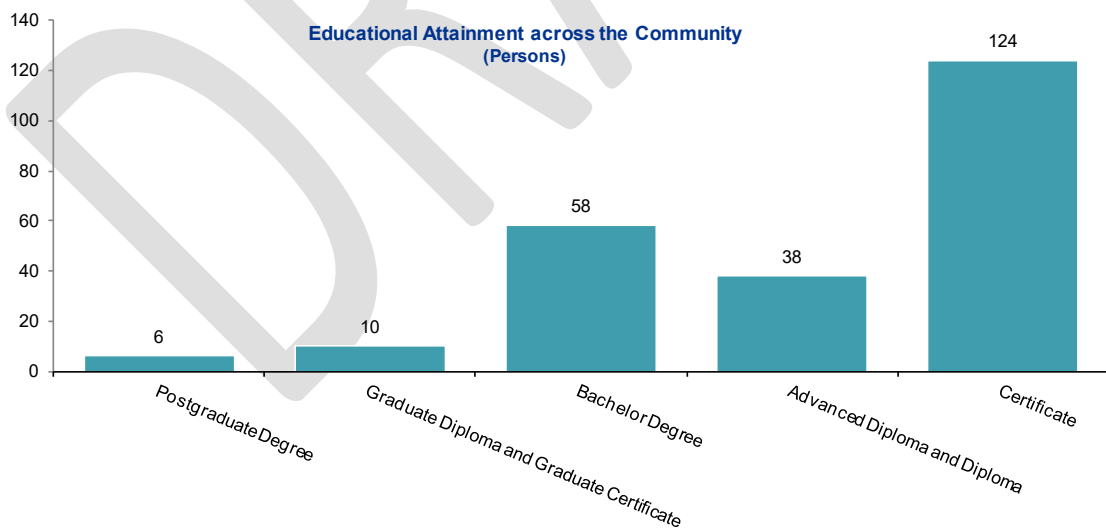


source: Australian Bureau of Statistics 2011

Level of Education

When looking at the education levels of residents, the large majority (over 47%) have a certificate III or IV which would support the industry of employment statistics detailed on the previous page. Over 37% have a Bachelor Degree or Advanced Diploma or Diploma. Less than 7% of residents have a Postgraduate Degree or Graduate Diploma or Certificate.

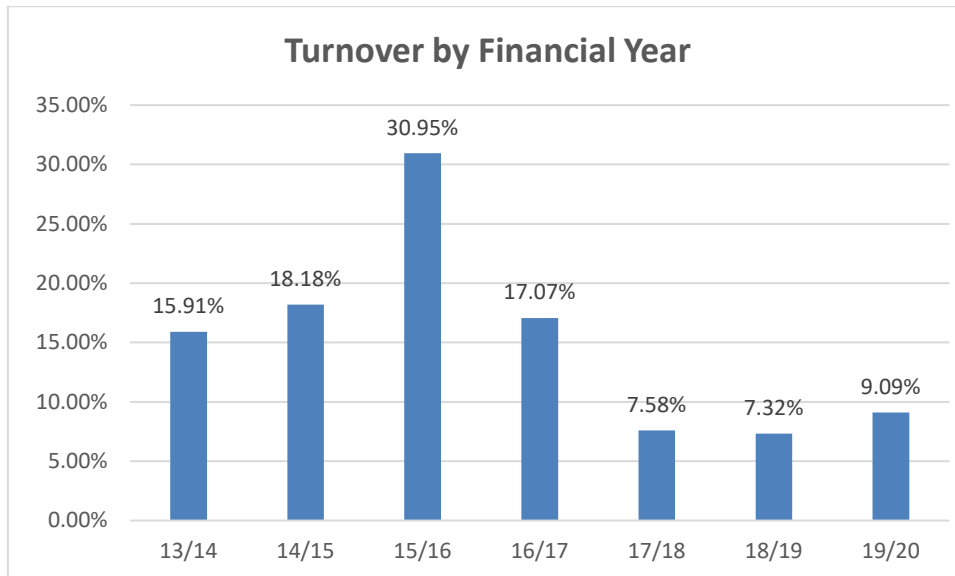
Figure – Percentage of Shire of Dalwallinu residents' maximum attained level of education



source: Australian Bureau of Statistics 2011

Turnover

Figure – Staff turnover by financial year



The increased turnover rate for 19/20 was a result of two terminations for breach of Council policy.

Additional Comments on External Environment

In the data analysis above, the external environment is discussed in most sections as it compares to the Shire workforce metrics. The Shire of Dalwallinu faces the similar environment as many local governments in Western Australia.

Some considerations:

- Working in a local council is not necessarily considered a highly desirable career ambition for many younger people. The Shire may wish to consider its approach towards recruitment and how it markets itself to better engage with the local youth, and promote the many benefits and career opportunities that exist by working for a key local organisation. This statement would also be true for all age groups (i.e. how the Shire recruits and markets itself to all age groups within the local community).
- The Shire's recruitment strategy should be geared towards both internal promotions with this seen as a positive opportunity for existing staff to help retain locally recruited talent.
- Externally the Shire can strengthen its profile with local students early in their studies; there is a real potential opportunity to capture some of the best local youth both whilst they study (as trainees) once they graduate.

Identification of Gaps between Internal / External Environment

There are potential future gaps that exist in the organisation as the Shire embarks on growth in the future (for example, increased training and development for younger demographics, planning for an ageing workforce, etc.). Although there hasn't yet been a structured gap analysis or talent management plan developed, nor the introduction of a clear succession plan for leadership and critical roles; the Shire is positioning itself to address the issues within the immediate future.

The Shire's approach is to ensure there is a pro-active effort towards addressing future gaps. This includes clear assignment of 'ownership by senior staff', regarding the development and implementation of essential (human resource) systems that are required to prepare for and address the future gaps in employment. Senior staff have been assigned, and will be held accountable for developing contemporary systems within:

- Recruitment and Selection;
- On-boarding and Induction;
- Remuneration and Benefits;
- Workforce Planning;
- Employee Development (incorporating traineeships; talent management and succession planning; recognition & reward etc);
- De-selection and Removal (i.e. management of non performing employees or those who are unable to demonstrate commitment to the Shire's values);
- Industrial Relations;
- Employee Support (including health and wellness, and ageing workforce programs);
- Effective change management practices.

An important element of effectively implementing these initiatives is ongoing leadership development, incorporating senior staff members. This is a significant first step towards introducing succession planning, holding leaders accountable for performance management and for developing members within their teams.

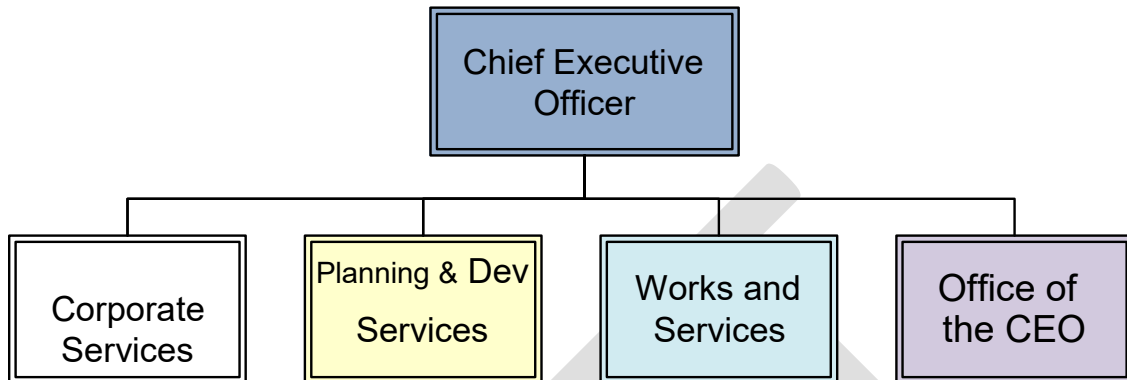
The Shire seeks to develop systems that will ensure it is an exciting; engaged; and futuristic place to work, and that it has practical support for work/life balance and career opportunities for current and future employees. The Shire is focused in its endeavours to promote and attract only the best possible people.

For senior positions that are more difficult to recruit, more junior appointments may be made, with support provided for internal development until they are capable at operating at a senior level and encouraged to apply for promotion.

Current Organisational Structure

The following shows the current structure of the Directorates and Service Units at the Shire of Dalwallinu.

Figure – Organisational Structure – Shire of Dalwallinu



The Shire acknowledges that it is growing and the structure of the Shire needs to be flexible and responsive to this growth. In response, the Shire has budgeted in the coming years to review its workforce to ensure it is able to meet anticipated growth, as well as ensure it is resourced to an adequate level to successfully achieve the outcomes of the Strategic Community Plan and commitments made through community consultation. In planning for the future growth, the Shire is also taking a corporate approach and strategic view of analysing current services to ensure only those services which are core to its business as a local council, should be approved or continue in the future.

Although restructuring the Shire's organisational structure can be an effective solution for some issues, the Shire does also recognise there is a critical need to adjust work processes, practices, and systems for improved effectiveness and efficiency. Much work needs to be done in the coming years to enable the Shire to move away from paper-intensive and manual processes.

The Shire has committed to develop an information and communications strategy to determine systems requirements and conduct a 'stock-take' of all corporate systems that require priority focus over the next few years to ensure the potential efficiencies, and need for increased corporate governance compliance, are realised.

Workforce Implications of the SCP and CBP

As discussed this Workforce Plan is a key input document to the Integrated Planning and Reporting Framework. Given the projected growth of the Shire and the community expectations outlined in the SCP, there will be constant pressure on staff to deliver the CBP objectives. Workforce planning at the Shire is essential in order to map out the staffing requirements and the strategies required over the medium term to address this.

Analysis of gaps, issues, risks which have workforce implications

Many of the objectives that support the aspirations of the community require the Shire to respond and take action. Many projects are planned in the next four years that will support the achievement of these objectives. However, the increase in work that is required to deliver on these projects will put pressure on an already busy organisation and workforce. In order to deliver the projects and business-as-usual local government services, the workforce of the Shire is projected to increase over the next 4 years. However, the increased workload cannot only be addressed by increasing the Shire's workforce full time equivalent (FTE) staff numbers – it must also adjust a combination of changing skills and competencies, as well as introduce increased efficiency and business systems to support that increase in efficiency.

Based on the community needs of the Shire, there are potential workforce issues that must be addressed in the coming years. The Shire should identify areas where it can more effectively utilise information technology to improve efficiencies. The Shire had previously implemented EFT payments and electronic banking to reduce high volume time and paper intensive processes. Since the first workforce plan, additional efficiencies have been implemented including greater use of credit cards for small low cost items, the use of iPads/smart phones and improvements to the Shire's asset management system.

Research and Development of Improved Corporate (Administrative) Systems

One of the highest risks and challenges for the Shire to meet its future operational needs, (whilst working within a realistic workforce FTE) will be the recruitment and/or development of employees to review the existing practices and introduce new more efficient solutions. This needs to be balanced by finding capacity to focus on efficiency improvement whilst continuing to respond to business as usual (BAU). The Shire currently does not have employees or FTE to dedicate to this work, with the specialist skills that are required to research, analyse and introduce meaning efficiencies where they have the most impact.

Equally, once the systems are developed and ready for implementation, it will require skilled and dedicated employees to initially train the other employees within the business; provide ongoing advice and support; and to ensure actual implementation of those systems, and ongoing compliance monitoring.

Consideration should be given to additional housing being built specifically to house future employees. To gain the best applicants for positions accommodation would be one of the incentives required to offer potential candidates.

Project Management Capabilities

The Shire has budgeted for capital works projects that it currently cannot resource or achieve without additional grant funding or funding from other sources.

The Shire therefore needs to focus upon recruiting and/or developing its leadership and certain critical roles, with high-end project management capabilities.

Governance and Legislative Compliance

There is an increasing need for local government employees, at all levels, to have more understanding and awareness of governance and legislative compliance requirements. This is nowhere more evident than safety compliance.

Again, future recruitment and promotional practices for all employees, but particularly the appointment to leadership roles, must have a focus upon building a safety culture through training and awareness.

To address the current gap and risk, the Shire has commenced funding an Occupational Safety and Health training. This will include reviewing all safety systems across the Shire; for co-ordinating safety training across all positions across the Shire; and reviewing and addressing our current compliance risks. The intent is that safety will be embedded into the business through the development of a safety culture in all employees but especially those within a leadership role.

The Shire acknowledges the need for improved compliance reporting across a range of activities including safety, procurement, misconduct, etc. and has commenced a process of developing a 'training matrix'. This process entails working across the business to collate a capabilities matrix for all positions, to ensure the Shire's future training calendar adequately responds to the Shire's compliance needs, especially as it relates to safety. Again however, this will require significant future investment in training, which the Shire is preparing for by developing learning packages for mandatory compliance training, and auditing all other training to identify cost efficiencies in regards to procuring expert training providers and contractors through a more coordinated approach.

The Shire has undertaken a comprehensive workforce risk assessment to identify, prioritise, and plan mitigation actions.

Critical positions / groups

A position may be deemed critical:

- ⦿ If it drives the delivery of a future vision;
- ★ If the required skills are extremely difficult to sources / replace; and
- ◆ Where critical corporate knowledge is held solely by an individual in a particular position.

Overall risk level ratings

| Risk level | Insignificant | Minor | Moderate | Major | Catastrophic |
|----------------|---------------|-------------|-------------|-------------|--------------|
| Almost certain | Significant | Significant | High | High | High |
| Likely | Moderate | Significant | Significant | High | High |
| Possible | Low | Moderate | Significant | High | High |
| Unlikely | Low | Low | Moderate | Significant | High |
| Rare | Low | Low | Moderate | Significant | Significant |

Risk rating definitions

| Rating | Definition |
|-------------|---|
| High | Control is critical. Requires immediate action as the potential could be devastating to the organisation. If it cannot be reduced from High , management must provide continuing assurance that due diligence systems are in place so that appropriate corporate governance processes can be demonstrated to be in operation |
| Significant | Active monitoring. Requires action as it has the potential to be damaging to the organisation. Ensure system and process controls are such that the risk is as low as is reasonably practicable and that due diligence systems are established so that appropriate corporate governance processes can be demonstrated to be in operation |
| Moderate | Periodic monitoring. Allocate specific responsibility and implement monitoring or response procedures. Treatment includes periodic monitoring to ensure that the residual risk rating does not increase over time. Residual risk rate impacted by availability of potential applicant / employee pool. Ensure that management system controls risk. |
| Low | Acceptable risk. Review consequences and likelihood and manage through routine procedures. Consider excess of redundant controls. |

| POSITION REPLACEMENT RISK ASSESSMENT | | | | | |
|---|--------------|-------|----------|-------|---------------|
| Position Details | Catastrophic | Major | Moderate | Minor | Insignificant |
| Chief Executive Officer, five year contract, expires 16/04/2024 – significant loss of corporate and legislative knowledge, highly skilled and difficult to replace | | ✓ | | | |
| Deputy Chief Executive Officer/Manager Corporate Services – current DCEO contract expires 19/9/20. New MCS commenced June 2020 with a 3 year contract – significant loss of corporate knowledge, highly skilled and difficult to replace. | | ✓ | | | |
| Manager Planning & Development Services, five year contract, expires 31/08/2020 – significant loss of corporate knowledge, highly skilled and difficult to replace. | | ✓ | | | |
| Manager Works & Services, five year contract, expires 27/11/2021 – specialised area, shortage within the industry, highly skilled and difficult to replace. | | ✓ | | | |
| Strategic Projects & Marketing Officer (Community/Economic Development Officer) – specialised area (now incorporates Library/DDC) | | | ✓ | | |
| Works Supervisor – specialised area, shortage within industry | | | ✓ | | |
| Executive Assistant – corporate and legislative knowledge no formal qualification required | | | ✓ | | |
| Accountant – specialised area, shortage within the industry, can be covered by DCEO – position redundant as of June 2020 | | ✓ | | | |
| Senior Finance Officer – specialised area, shortage within the industry | | ✓ | | | |
| Payroll/Creditors Officer – specialised area, shortage within the industry | | ✓ | | | |

| POSITION REPLACEMENT RISK ASSESSMENT | | | | | |
|---|--------------|-------|----------|-------|---------------|
| Position Details | Catastrophic | Major | Moderate | Minor | Insignificant |
| Customer Service Officer – Cashier, corporate knowledge, back up staff available | | | ✓ | | |
| Library/DDC Officer – loss of corporate knowledge (redundant as of April 2020) | | ✓ | | | |
| Technical Support Officer – Works & Services | | | ✓ | | |
| Building Maintenance Officer – specialised area | | | ✓ | | |
| Swimming Pool Manager – specialised area, qualifications required, shortage within the industry | | ✓ | | | |
| Cleaners | | | ✓ | | |
| Leading Hand/Grader Operator– skilled position, supervisor skills required | | | ✓ | | |
| Supervisor Parks and Gardens – skilled position, supervisor skills required | | | ✓ | | |
| General Hands – Road Construction | | | | ✓ | |
| General Hands – Road Maintenance | | | | ✓ | |
| General Hands – Town Parks & Gardens | | | | ✓ | |

Strategies to Meet Future Workforce Needs

Workforce Planning through 2020/20 and beyond

The Shire recognises that workforce planning is a key component to delivering business-as-usual services as well as the CBP projects.

Two separate processes were utilised to quantify the full workforce requirements. The first process uses growth assumptions for each current Shire service to forecast staff required to deliver “business-as-usual” operations to the Shire’s community. This process and associated FTE count is detailed in the following pages.

The second process involves estimating the FTEs required to deliver the operating projects that are the outcomes of the SCP and CBP.

It is believed that with the additional staff included in the projections both the business as usual services and the CBP projections will be adequately staffed.

Business-As-Usual and CBP Workforce Projections

The Shire’s management team developed the workforce planning projections by analysing the services (both internal and external) that it provides and estimated the FTE required to deliver the current level of service over the next four years. Critical in these estimations is the effort to ensure compliance with statutory requirements and addressing any areas where compliance is currently difficult to achieve. The following tables detail workforce projections by service area.

Table – Employee Numbers – Office of the Chief Executive Officer

| OFFICE OF THE CEO (All Staff) | | | | | |
|--|-----------|-----------|-----------|-----------|-----------|
| Position | Current | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
| Chief Executive Officer | 1 | 1 | 1 | 1 | 1 |
| Executive Assistant | 1 | 1 | 1 | 1 | 1 |
| Economic/Community Development Officer | 1 | 1 | 1 | 1 | 1 |
| Aquatic Centre Manager | 1 | 1 | 1 | 1 | 1 |
| Aquatic Centre Educators | 3 | 3 | 3 | 3 | 3 |
| Cleaners | 4 | 4 | 4 | 4 | 4 |
| TOTAL | 11 | 11 | 11 | 11 | 11 |

NB: Six of the above employees are casual employees

Activities conducted under the Office of the Chief Executive Officer include but are not limited to:

Organisation Leadership *Councillor Relationships*
Governance & Compliance *Strategic Planning & Projects*
Economic Development *Community Development*
Human Resource Management *Swimming Pool Operations*
Cleaning Services *Library Services*
Tourism

No new positions are anticipated for the Office of the Chief Executive Officer during the next four years.

Table – Employee Numbers – Corporate Services

| CORPORATE SERVICES | | | | | |
|---|----------|----------|----------|----------|----------|
| Position | Current | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
| Deputy Chief Executive Officer/Manager Corporate Services | 2 | 1 | 1 | 1 | 1 |
| Senior Finance Officer | 1 | 1 | 1 | 1 | 1 |
| Finance Officer – Payroll/Creditors | 1 | 1 | 1 | 1 | 1 |
| Finance & Admin Officer (P/T) | 1 | 1 | 1 | 1 | 1 |
| Customer Service Officer | 1 | 1 | 1 | 1 | 1 |
| Trainee | 1 | 1 | 0 | 1 | 0 |
| TOTAL | 7 | 6 | 5 | 6 | 5 |

NB: DCEO position will be redundant as from Sep 20

Activities conducted under Corporate Services include but are not limited to:

Audit & Risk Management *Asset Management*
Budget Management *Council Reporting*
Customer Service *Financial Management*
Governance *Information Management*

Property Administration

Vehicle Licensing

Records Management

No new positions are anticipated for Corporate Services during the next four years.

There has been a reduction from the previous plan due to several roles being absorbed by existing roles.

Table – Employee Numbers – Works and Services

| WORKS & SERVICES | | | | | |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Position | Current | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
| Manager Works & Services | 1 | 1 | 1 | 1 | 1 |
| Works Supervisor | 1 | 1 | 1 | 1 | 1 |
| General Hands | 14 | 14 | 14 | 14 | 14 |
| Trainee | 0 | 0 | 1 | 0 | 1 |
| Building Maintenance | 1 | 1 | 1 | 1 | 1 |
| Support Officer | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 18.0 | 18.0 | 19.0 | 18.0 | 19.0 |

Activities conducted under Works & Services include but are not limited to:

Cemetery Maintenance

Refuse Collection

Footpaths

Town Sewerage system

Town Maintenance

Road Construction

Road Maintenance

Workshop Operations

Fleet Management

Asset Management

Building Maintenance

There has been a reduction of one employee however we propose to employ another Trainee for 12 months in 2021/22.

Table – Employee Numbers – Planning & Development Services

| PLANNING & DEVELOPMENT SERVICES | | | | | |
|---------------------------------|----------|----------|----------|----------|----------|
| Position | Current | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
| Manager Planning & Development | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 1 | 1 | 1 | 1 | 1 |

Activities conducted under Planning & Development Services include but are not limited to:

Building/Planning/Health Services

There has been a reduction of employees due to Cleaners, Building Maintenance and Pool Manager being allocated to other Managers. No new positions are anticipated for Planning & Development Services during the next four years.

Shire Total Workforce Projections

This projection constitutes the required employee numbers to deliver projects identified in the CBP and to maintain services.

Table – Shire of Dalwallinu total Employee Numbers

| SHIRE OF DALWALLINU | | | | | |
|---------------------------------|-----------|-----------|-----------|-----------|-----------|
| Unit | Current | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
| Office of the CEO | 11 | 11 | 11 | 11 | 11 |
| Corporate Services | 7 | 6 | 5 | 6 | 5 |
| Works & Services | 18 | 18 | 19 | 18 | 19 |
| Planning & Development Services | 1 | 1 | 1 | 1 | 1 |
| TOTAL | 37 | 36 | 35 | 36 | 36 |

The employee number projections for operations show that the Shire is expected to remain stable over the next four years.

Link to Financial Plan

Given the anticipated stable employee numbers, the Shire's salary budget will reflect this. The will be modelled in the Shires long term financial plan (LTFP). This is reviewed and aligned with the Shire's Annual Budgeting process and takes into account various assumptions such as salary increases, cost of living increases, etc.

DRAFT

Financial Analysis

Gross salaries and wages for the Shire of Dalwallinu comparison since the 2012-2013 financial year.

| Financial Year | Gross Salaries & Wages | #FTE | Increase % | Ave cost per FTE |
|-----------------------|-----------------------------------|-------------|-------------------|-------------------------|
| 2012-2013 | 2,740,333 | 37 | 5.83% | 74,063 |
| 2013-2014 | 2,941,363 | 40 | 7.33% | 73,534 |
| 2014-2015 | 2,870,238 | 42 | -2.42% | 69,339 |
| 2015-2016 | 3,025,789 | 39 | 5.42% | 77,584 |
| 2016-2017 | 3,050,788 | 40 | 0.82% | 76,270 |
| 2017-2018 | 3,058,014 | 38 | 0.24% | 80,474 |
| 2018-2019 | 2,605,560 | 34 | -14.79% | 76,634 |

The Budget

Allowances for additional staff is required to be budgeted in future budgets.

Strategies to Meet Future Requirements and Service Delivery

As indicated previously, the Shire will need to take a more strategic focus upon reviewing and developing priority efficiency initiatives. Systems and processes will need to be addressed to support the Shire to achieve its objectives whilst ensuring it is financially sustainable over the following four years.

A number of strategies have been developed to support the Shire to attract and retain its staff in the coming years. The following pages outline a number of the systems and strategies proposed for implementation.

Table – Workforce planning strategies

| RECRUITMENT AND SELECTION | | | |
|---------------------------|---|--|--|
| | REVIEW | OUTCOME | TIMEFRAME FOR IMPLEMENTATION |
| 1 | Policy, Procedures | A fair, equitable and transparent recruitment process that is free from bias and nepotism. Improved flexibility to direct appoint for short durations (less than six months) to meet project management and urgent and/or specialised operational requirements. | Ongoing Closely associated people removed from employment process. |
| 2 | Marketing and submission of applications strategy | Use of contemporary AND efficient online systems to promote vacancies and receive applications. Reduction in media advertising costs and paper based processing. | Ongoing Size of advert reduced and directing prospective employees to website for further information |
| 3 | Training and education provided to all leaders | Most suitable person is appointed, and encourages and genuinely considers applications from youth; and people with disabilities, or those meeting EEO and diversity guidelines. | Ongoing |

| ON BOARDING AND INDUCTION | | | |
|----------------------------------|--|---|---|
| 4 | Introduction of Guidelines to support leaders to provide an effective 12 month on boarding experience | Improved retention of the right people (reduced turnover during the first 12 months of appointment). Effective use of the probation process to exit those incorrectly appointed, and ensures budgeted FTE is only allocated to the best people for the position. | Ongoing |
| 5 | Training and education to leaders on effective use of probation process, and practices to retain the best people. | Effective leadership practices to retain the best people. Improved morale by not employing or keeping inappropriate appointees. | Ongoing |
| 6 | Improved systems to streamline the appointment process, and develop new staff to work to the best of their abilities | High performing staff appointed. | Ongoing |
| 7 | Comprehensive induction | Completion of the Training Matrix to ensure the appointee has access to essential training and development, and is provided with the necessary knowledge to meet local government compliance requirements. | Ongoing. Actioned & reviewed during annual performance reviews |

| REMUNERATION AND BENEFITS | | | |
|----------------------------------|--|--|---|
| 8 | Introduction of flexible work/life balance practices, and provision of education to leaders. | Ensure leadership practices support the application of work/life balance, whilst still ensuring the operational needs of the business and team members are met. | Ongoing Accessed on case by case basis |
| 9 | Review of the existing Recognition and Reward program to ensure it encourages and rewards high performance, innovation, and values based behaviours. | A transparent Reward and Recognition program that encourages every day leadership and peer acknowledgement of positive work practices and values based behaviours. Attraction and retention of the right employees. | 2019/20 |

| | | | |
|--|--|---|---------|
| | | Availability and flexibility for the Shire to appropriately remunerate employees who are high performing; difficult to attract the necessary skills, or at risk of exiting the Shire. | Ongoing |
|--|--|---|---------|

| EMPLOYEE DEVELOPMENT | | | |
|-----------------------------|---|---|------------------------------|
| 11 | Introduction of a formal succession plan for leadership roles and positions identified as of risk (i.e. strategic roles that are hard to fill or recruit the required expertise) to the Shire | <p>Plan established that clearly identifies the most suitable person to be developed as a successor to leadership roles and those at risk.</p> <p>Where a suitable successor is not available internally, a recruitment strategy is identified with a timeline for recruiting the correct person.</p> <p>Development plan is in place to support staff identified for succession to address any gaps in capabilities.</p> | Ongoing |
| 12 | Training Capabilities Matrix completed | <p>Training and development budget and resources are focused on developing skills, capabilities, and knowledge identified as essential for the Shire to meet its current and future workforce plan.</p> <p>Training and education meets local governance compliance requirements.</p> | Ongoing |
| 13 | Review of the existing traineeship, apprenticeship program | Introduction of a traineeship program | New trainee employed 2019/20 |
| 14 | Review of the annual performance appraisal process | Current performance review forms to be reviewed for relevance and appropriateness. | Completed 17/18 |
| 15 | Introduction of new Policy relating to employees being able to purchase Shire owned Properties | This policy will enable employees to purchase the properties that they rent from the Shire encouraging them to remain in the Shire as an employee and new ratepayer. | Adopted September 2017 |

| DE-SELECTION & REMOVAL OF EMPLOYEES | | | |
|--|--|--|------------------------|
| 16 | Review and implementation of a performance management system. Training and development of leaders | Introduction of a fair, equitable, and transparent system for leaders to manage grievances, and the performance of employees. Termination processes comply with Fair Work Australia and reduce risk to claims being lodged against the Shire. | Ongoing Ongoing |
| 17 | Efficient resignation systems are established | Administrative processes related to the resignation process that captures exit interview information, and which encourages a proactive approach towards replacing the person is established. | Ongoing |

| INDUSTRIAL RELATIONS FRAMEWORK | | | |
|---------------------------------------|---|---|---------|
| 18 | Future negotiated Industrial Agreements meet the future growing and changing needs of the Shire | Future negotiated industrial agreements offer flexibility to support the Shire to meet its future operational needs. Conditions are attractive and competitive against the external market to attract high calibre employees to the Shire. | Ongoing |
| 19 | EEO Programs | The Shire to review its recruitment practices and programs that encourage the employment of people with disabilities, or who meet equity guidelines. | Ongoing |

| EMPLOYEE SUPPORT PROGRAMS | | | |
|----------------------------------|---|--|--|
| 20 | Health & Wellness Program is in place and reviewed on an annual basis | Investigate health and wellness initiatives for all staff to participate in. (e.g step challenge) An annual health & wellness calendar of events is introduced to encourage a proactive approach towards the health and wellbeing of staff. The health & wellness program is considered as much a benefit to working with the Shire, as it is a system of support for injured workers. | Employees took part in Fit24 challenge in March 2018 |

| | | | |
|----|--|---|---------|
| 21 | Introduction of a Mature Aged Worker Program | <p>Introduction of a program to support the exiting of mature aged workers no longer fit to remain within the workforce.</p> <p>A program that supports the retention of mature aged workers, who are positive role models to support succession planning.</p> <p>A program that supports the prevention and/or rehabilitation of mature aged workers injured on the job.</p> | 2018/19 |
| 22 | Ongoing focus upon reducing Workers Compensation Claims and Injuries | <p>OSH Training on an annual basis for all leaders and staff, especially those in high risk areas.</p> <p>Program to support the early return to work of staff injured (psychologically or physically) within the workplace to reduce injuries and premiums.</p> <p>Structure ensures leaders and staff are provided with accurate advice and early intervention to support staff wellbeing and return to the workplace (for both work related, and personal injuries).</p> | Ongoing |
| 23 | Effective Employee Assistant Program in Place | <p>The Shire's EAP program is promoted and provides access to early intervention strategies for staff at risk.</p> <p>There is an effective internal system of support for staff, but which does not unduly provide added stress and/or burden upon those staff providing support (i.e. Contact Officers or Employee Support Officers)</p> | Ongoing |

| WORKFORCE PLANNING SYSTEM | | | |
|---------------------------|---|---|---------------------------------------|
| 24 | Develop an annual process of review and ongoing monitoring of WFP projections and strategies against unanticipated change (internal and external) | <p>A planned and projected Workforce Plan, to meet the immediate 4 year Integrated Planning Framework, and beyond (where possible).</p> <p>Ensure systems and processes support the Shire to meet its workforce plan, and achieve the associate CBP and other framework elements.</p> | Ongoing annual review and adjustment. |

Alignment to Asset Management and Information Technology

Human Resources and workforce planning will also align and integrate with the Asset Management Plan and the ICT Strategy and Plan (once completed), in particular planning for future growth with assets such as office accommodation, vehicles, office equipment and technological resources such as devices, hardware/software and systems. The plans associated with Asset Management and ICT will be available once completed.

Monitoring and Evaluation

How do we know when we have achieved the objectives of the SCP and CBP?

The Shire recognises that monitoring and evaluation is a key component to a successful workforce plan. As the Shire further develops its strategies and key performance indicators in the next years, an adequate evaluation program for the workforce plan will also be developed.

Overall, the workforce plan is a core component of managing the human resources of the Shire and as such, will be owned and monitored by the team. The plan will be monitored and updated in alignment with the annual review of the CBP. Some of the components that will be monitored in the future may include:

- Has progress been made / key performance indicators been achieved from each of the Strategies?
- Have the workforce risk indicators been reduced / progress made?
- Has progress been made on key identified workforce targets / metrics?

Overall, the Shire has made much progress on workforce planning and does identify that there is more work to be done as this is a continuous process to ensure the needs of the Shire, workforce, and local community are met.

Appendix 1

Staff Satisfaction Survey – June 2019

DRAFT



Lease of Unit 1, 18 Huggett Drive, Dalwallinu

Shire of Dalwallinu

Arro Enterprises

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Details

Parties

Shire of Dalwallinu of PO Box 141, Dalwallinu, Western Australia 6609

(Lessor)

Arro Enterprises Pty Ltd (ACN 147 658 722)

of PO Box 56, Dalwallinu, Western Australia 6609

(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this lease

Agreed Terms

a) Definitions

In this lease, unless otherwise required by the context or subject matter:

Aggregate or Operating Expenses means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- a) An agent, employee, licensee or invitee of the Lessor: and
- b) Any person visiting the Premises with the express or implied consent of any person mentioned in Paragraph (a);

Building means the building described at **Item 1** of the Schedule;

Business Day means a day other than a Saturday, Sunday or Public Holiday in Perth, Western Australia

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this lease;

Commencement Date means the date of commencement of the Term specified in **Item 4 of the Schedule**:

Common Areas means all of those parts of the Land or Building not leased to any lessee and intended for use by the Lessees of the Building and their respective clients in common with each other including all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Building and where the Premises comprises a lot on a strata plan, the common property shown on that strata plan;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australia Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition

Immediately Lettable Condition means a similar condition of the Premises to that applicable at the time of the handover of the Premises from the Lessor to the Lessee to commence its fitout (or in the event of any part thereof having been replaced or renewed during the term as nearly as possible in the same condition as at the date of such replacement or renewal) subject at all times to fair wear and tear;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000;

Land means the land described at Item 1 of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lease Year means:

- a) The Commencement Date to the day before the first anniversary of the Commencement Date; or
- b) An anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

Lessee’s Agent includes:

- a) The sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

- b) Any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means all fixtures, fittings, and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**.

Managing Agent is not applicable;

Month or **month** means a calendar month;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Relevant Proportion means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in Item 6 of the Schedule;

Reservations means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

Schedule means Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

b) Interpretation

In this lease, unless expressed to the contrary:

- a) Words importing:
 - i. The singular include the plural and vice versa; and
 - ii. A gender or genders include each other gender;
- b) If a word or a phrase is assigned a particular meaning, other grammatical forms of that word or phrase have corresponding meaning
- c) A reference to:
 - i. A natural person includes a body corporate or local Government;
 - ii. A body corporate or Local Government includes a natural person;
 - iii. A professional body includes a successor or substitute for that body;
 - iv. A Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - v. A statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - vi. A right includes a benefit, remedy, discretion, authority or power;
 - vii. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - viii. This Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) Both express and implied provisions; and
 - (B) That other deed, agreement, instrument or contract as varied , supplemented, replaced or amended;
 - ix. Writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
 - x. Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - xi. A sub paragraph, paragraph, subclause, clause Item, Schedule or Annexure of this Lease;
- d) The covenants and obligations on the part of the Lessee do not or omit to do any act or thing include:
 - i. Covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - ii. A covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- e) The meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

- f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

c) Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- a) All Encumbrances and Reservations;
- b) The payment of the Amounts Payable; and
- c) The performance and observance of the Lessee's covenants.

d) Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Premises, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

e) Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set off or abatement whatsoever otherwise than as provided in this Lease.

5.2 Outgoings

- 1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed, or incurred in respect of the Premises:
 - a) Charges for disposal of stormwater, and meter rent;
 - b) Telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation or any meter, wiring, internet connection or telephone connection;
 - c) Land tax and metropolitan regional improvement tax on a single ownership basis;
 - d) The costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises; and
 - e) Any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- 2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for

7 days computed from the due date of payment until payment is made and any interest payable under this paragraph will be charged at the Interest rate.

5.4 Costs

(1) To pay to the Lessor on demand:

- a) All duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- b) All registration fees in connection with this Lease;
- c) All costs associated with the preparation of a surveyed plan for the Premises for the purposes of the Lease; and
- d) All legal costs of and incidental to the instructions for the preparation, execution, and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- a) The Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- b) Any breach of covenant by the Lessee or the Lessee's Agents;
- c) The preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- d) Any work done at the Lessee's request; and
- e) Any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

f) Rent Review

6.1 Rent to be Reviewed

The rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will either be based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

(1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent Payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

(2) For the sake of clarity, the Rent to be paid following a CPI review will be calculated as follows:
$$\text{Rent} = \frac{A \times B}{C}$$

Where-

A= Rent Payable for the Lease year last concluded;

B= CPI for the last quarter immediately preceding the first day of the Lease year under review:

and

C= CPI for the last quarter immediately precedent the first day of the Lease year last concluded.

(3) In the event that there is any inconsistency between **clauses 6.3(1)** and **6.3(2)**, **clause 6.3(1)** shall prevail.

6.4 Market Rent Review

(1) A rent review based on market rent will establish the current market rent for the Premises (which shall not be less than the Rent Payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.

(2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

(3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.

(4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use in which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in the Lease BUT will not include:

- a) Any improvements made or effected to the Premises by the Lessee; and
- b) Any rent free periods, discounts or rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review base on CPI review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Public Liability Insurance

The Parties AGREE THAT the Lessee must effect and maintain with Insurers approved by the Lessor in joint names of the Lessor and Lessee for their respective rights and interests in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, breakdown and malicious acts or omissions and other standard insurable risks.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- a) Upon renewal of any insurance policy immediately forward the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- b) Promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- c) Notify the Lessor immediately:
 - (i) When an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) When an insurance policy is cancelled.

7.4 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- a. Render any insurance effected under **clause 7.1** and **7.2** on the Premises, or any adjoining premises void or voidable; or
- b. Cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

Each party must report to the other promptly and in writing and in an emergency verbally:

- a) Any damage to the Premises of which they are or might be aware; and
- b) Any circumstances of which they are aware and are likely to be a danger or cause any damage or danger to the Premises or any person in or on the Premises.

7.6 Settlement of claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.7 Lessor as attorney

The Lessee irrevocably appoints the Lessor's as the Lessee's attorney during the Term:

- a) In respect of all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **7.2**;
- b) With full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- c) To give good and effectual receipts and discharges for the insurance; and
- d) To settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2). The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - a) any loss whatsoever (including loss of use);
 - b) injury or damage of, or to, any kind of property or thing; and
 - c) the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly;
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) The Lessee's activities, operations or business on, or other use of any kind, of the Premises;
 - (iv) The presence of any Contamination, pollution or environmental harm in, on, or under the Premises or adjoining land caused or contributed by the act, neglect, or omission of the Lessee or the Lessee's Agents;
 - (v) Any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (vi) An act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- a) Are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and

- b) Continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- a) Agrees to occupy and use the Premises at the risk of the Lessee; and
- b) Releases to the full extent permitted by law, the Lessor from;
 - (i) Any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) Loss or damage to the Premises or personal property of the Lessee; and
 - (iii) All claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm, in on or under the Premises or surrounding area,

Except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

(1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- a) To carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act

or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees); and

- b) In respect of structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

(2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:

- a) Any electrical fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures; or
- d) Any gas fittings and fixtures,

In or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

10.4 Lessee's responsibility

(1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:

- a) Any electrical fittings and fixtures, including light fittings and fixtures;
- b) Any plumbing;
- c) Any air-conditioning fittings and fixtures;
- d) Any gas fittings and fixtures;
- e) Any exit signs;
- f) Any fire equipment;
- g) Any ceiling tiles;
- h) Any signage;
- i) Any security systems;
- j) Any hot water services; and
- k) Any roller doors, shutters, blinds and curtains.

(2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures.

10.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.7 Pest Control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

10.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least two coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - a) Do so in a proper manner using good quality materials;
 - b) Have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - c) Comply with all reasonable directions given or requests made by the Lessor; and
 - d) Be finished in a proper and workmanlike manner.

10.9 Drains

- (1) The Lessee must keep and maintain the rubbish pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or fault on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

11. Use

11.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- a) Use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- b) Use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions;

- a) Any such storage must comply with all relevant statutory provisions;
- b) All applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;

- c) The Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- d) Upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Sale of alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the *Liquor Control Act 1988, Liquor Control Regulations 1989, Liquor Licensing Regulations 1989, Food Act 2008, Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- a) As to the use to which the Premises may be put; or
- b) That the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises subject to restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12 Alcohol

12.1 Consumption of alcohol

The Lessee COVENANTS AND AGREES:

- a) Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- b) That it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a license or permit it has been granted without first obtaining the written consent of the Lessor.

12.2 Liquor license

The Lessee COVENANTS AND AGREES that if a license or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- a) Comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- b) Comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming and Liquor, which will require, without limitation, the following:
 - i. The development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - ii. The development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- c) Provide a copy of the license or permit (as well as a copy of any document referred to in the license or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of the grant; and
- d) Indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations, 1989*, *Food Act 2008*, *Food regulation 2009* or the license or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

13 Alterations

13.1 Restriction

(1) The Lessee must not without prior written consent:

- a) (i) from the Lessor;
(ii) from any other person from whom consent is required under this Lease
(iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- b) Make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- c) Subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:

- a) Consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor and any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (iii) the Lessee must apply for and obtain all such consents, approval, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- a) carry out the works at the Lessee's expense; or
- b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

14 Lessor's right of entry

14.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any other Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- a) (i) at all reasonable times
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies, or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15 Statutory obligations and notices

15.1 Comply with Statutes

- a) The Lessee must: comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- b) Apply for, obtain and maintain in force all consents, approvals, authorities, licenses and permits required under any statute for the use of the Premises specified at **clause 11**;
- c) Ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- d) Comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- a) Failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- b) Any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**

16 Report to Lessor

The Lessee must immediately report to the Lessor:

- a) Any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- b) Any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause in or near the Premises, pollution of the environment; and
- c) All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17 Default

17.1 Events of Default

A default occurs if:

- a) Any rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- b) The Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- c) The Lessee repudiates the Lease;
- d) Where the Lessee is an association which is incorporated under *the Associations Incorporated Act 2015*, the association is wound up either voluntarily or otherwise;
- e) Where the Lessee is an association which is incorporated under the *Associations Incorporated Act 2015*, the Lessee passes a special resolution under the

Associations Incorporated Act 2015 altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;

- f) Where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- g) Where the Lessee is a partnership, the Lessee having a change in its constitution;
- h) An application is made to a court for the Lessee to be wound up;
- i) The appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- j) The Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- k) The Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- l) The Lessee is unable to pay all of its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- m) A meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- n) A mortgagee takes possession of the property of the Lessee under this Lease;
- o) Any execution or similar process is made against the Premises on the Lessee's property;
- p) The Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion for the Permitted Purpose for a six month period; or
- q) A person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 17.1(a) and 17.1(b)**.

17.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- a) Without notice or demand any time enter the Premises and on re-entry the Term will immediately determine;
- b) By Notice to the Lessee determine this Lease and from the date of giving such Notice the Lease will be absolutely determined; and
- c) By Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

But without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.4 Lessor may remedy breach

If the Lessee:

- a) Fails or neglects to pay the Amounts Payable by the Lessee under this lease; or
- b) Does or fails to do anything which constitutes a breach of the Lessee's Covenants,

Then, after the Lessor has given the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.5 Acceptance of Amount Payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this **clause 17.6** does not mean or imply that there are no other essential terms in this Lease.

17.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- a) The Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- b) The Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- c) The Lessee covenants with the Lessor that if the term is determined ;
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any fault,

The Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- d) The Lessee agrees that the covenant set out in this **clause 17.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- e) The Lessee may deduct from the amounts referred to at **clause 17.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired due to effluxion of time; and
- f) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained in or implied in this Lease.

18. Damage or Destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrators award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

18.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, and such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to Renew

If the Lessee at least six months, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- a) All consents and approvals required by the terms of this Lease or at law have been obtained; and
- b) There is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

The Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on Terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such terms and conditions as the Lessor may consider appropriate.

20. Holding Over

- 1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- 2) The Lessee shall not be entitled to hold over for a more than 12 months after the expiry of the Term.
- 3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

21. Restore Premises

Prior to Termination, the Lessee, at the Lessee's expense must restore the Premises to an Immediately Lettable Condition and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for avoidance of doubt includes the exterior façade, the glass perimeter walls, the exterior and interior of all windows doors, all glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

22. Yield up the Premises

22.1 Peacefully surrender

On Termination the Lessee must:

- a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- b) Surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.2 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of Property from Premises

23.1 remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, and any damage made by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Sub-Letting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-Letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting of the leasehold estate created by this Lease if:

- a) The proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;

- b) All Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, to any of the Lessee's Covenants;
- c) The Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease;
 To which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- d) The assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning Lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assigning and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- b) any consents required under this Lease or at law; and
- c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to be the Parties between the CEO of the Lessor and the Chief Executive Officer (or equivalent position) of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial*

Arbitration Act 2012 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties, whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

26. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- a) a copy of the Lessee's audited annual statement of accounts for each year;
- b) advice of any changes in its office holders during the Term; and
- c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO and Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- a) for the Term of this Lease;
 - b) for any holding over under this Lease; and
 - c) for a period of 6 months after termination
- to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:
- d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
 - e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
 - f) a surrender of the estate granted by this Lease,
- and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- a) any loss arising directly from any act done under this clause; and

- b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of GST which may apply to the Amounts Payable or other money payable under the Act;
- c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable to the Lessor for goods or services or property or any other thing under this Lease; and
- d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- 1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required to pay under the Act to pay on any Supply made under this Lease;
- 2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply;
- 3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- 1) No contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- 2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- 3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

- 4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985*) applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being are in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- a) By delivery to the Party personally;
- a) By addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;

- b) By addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- c) By addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the Other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- a) If by personal delivery, when delivered;
- b) If by leaving the Notice at an address specified in **clause 36.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- c) If by post to an address specified in **clause 36.1(b)** on the second Business Day following the date of posting of the Notice;
- d) If by facsimile, when despatched by facsimile to a facsimile number specified in **clause 36.1 (c)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- e) If by email, when despatched by email to an email address specified in **clause 36.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

36.3 Signing of notice

A notice to a Party may be signed:

- a) If given by an individual, by the person giving the Notice;
- b) If given by a corporation, by a director, secretary or manager of that corporation;
- c) If given by a local government, by the CEO of that local government;
- d) If given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association;
- e) If given by the Lessor, by the representative of the Managing Agent; or
- f) By a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

39. Moratorium

The provisions that a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Lot 806 on Deposited Plan 73300 and being the whole of the land comprised in Certificate of Title Volume 2808 Folio 946

Building

The building containing factory units and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That 255m² portion of the Building outlined in red as shown depicted on the sketch annexed hereto as **Annexure 1** and being from the surface of the floor as originally provided by the Lessor or its predecessor(s) in title, to either the under surface of the roof (whether of tiles, metal or other construction) and including the space between the roof and any ceiling or to the underside of the concrete slab for any floor immediately above the Premises and extending to the centre point of any inter tenancy walls and to the interior surface of any external or non inter tenancy walls.

Item 2 Term

3 years commencing on 1 July 2020 and expiring on 30 June 2023.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date

1 July 2020.

Item 5 Rent

Nine thousand six hundred dollars (\$9,600) plus GST per annum payable in advance in equal monthly instalments of eight hundred dollars (\$800) plus GST, as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

Not applicable

Item 7 Permitted Purpose

Workshop for the maintenance of equipment and light fabrication and uses reasonably ancillary thereto.

Item 8 Public Liability Insurance
Twenty million dollars (\$20,000,000.00)

Item 9 Repainting Dates
Not applicable

Item 10 Additional Terms and Covenants

(i) Early Termination

The Parties agree that the Lessee can terminate the Lease before the expiry of the Term provided that:

- A. The Lessee gives the Lessor written notice at least one week from the date of early termination of the Lease (**Break Date**);
- B. Immediately upon the issuing of the Notice in subparagraph (A) the Lessee pays to the Lessor a sum the equivalent of three months Rent as a penalty for breaking the Lease;
- C. The Lessor's rights regarding any prior breach of the Lease are preserved and the penalty fee referred to in subparagraph (B) is not regarded as compensation or damages or satisfaction of any other claim, that the Lessor may have pursuant to the terms of this Lease; and
- D. At the Break Date the Lessee complies with clauses 21 to 23 of this Lease.

(ii) Waste Collection Charges

The Lessee's performance of its obligations under this Lease in relation to rubbish and waste, including but not limited to clauses 10.2 and 11.1(2) will be at the Lessee's expense.

Signing Page

EXECUTED

THE COMMON SEAL of the SHIRE)
OF DALWALLINU was hereunto)
affixed by authority of a resolution of)
the Council in the presence of:)

SHIRE PRESIDENT

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

Executed by Arro Enterprises Pty Ltd
(CAN 147 658 722) In accordance with section
127 of the Corporations Act:

Signature of Director

*signature of director/company secretary
*(delete whichever designation is incorrect)

Name of Director (Print)

*name of director/company secretary (print)
*(delete whichever designation is incorrect)

Annexure 1- Sketch of Premises

Annexure 2- Lessor's Fixtures and Fittings

Air-conditioning in the office and kitchenette
Bathroom fittings



e-mailed to: ceo@dalwallinu.wa.gov.au

21 April 2020

Mrs Jean Knight
Chief Executive Officer
Shire of Dalwallinu
PO Box 141
Dalwallinu WA 6609

Dear Jean

INNOVATION CENTRAL MIDLANDS WA INC (ICM)

As a follow up to the e-mail forwarded to you by our CEO (Steve Mason) on the 14 April 2020 regarding a request for a three year funding commitment to provide surety for the Association, I formally request that the Shire of Dalwallinu support this request on the basis that ICM (with limited resources i.e. one full time contract staff member) has achieved many positive outcomes (as outlined in the presentation to Council on the 25 February 2020) and continues to work on some exciting initiatives designed to support the stability and future growth of the Central Midlands.

Please note the following excerpt from the minutes of the ICM meeting (conducted on the 30 March 2020) at which, the members stated the following:

- The issue (raised with both the shires of Dalwallinu and Wongan-Ballidu via the recent presentations) of long term financial support from the three shires (on the basis of the Association taking on worthy projects that would not return a profit), was discussed:
 - The figures mentioned to the above shires ranged from \$30 - \$50,000/shire/year for a three year period.
 - It's important to note that the business model connected with CMC and ICM has changed considerably i.e. the original focus was on CMC and building an asset basis to leverage off. Unfortunately, due to a range of constraints in local government re: how it can use grant funding, etc, it has been difficult, notwithstanding the number of business cases/proposals put forward (regarding the provision of housing) that were not supported, to build that asset base.

- Between the directors of CMC and the members of ICM, it was determined (in 2017/18) that the focus should be on ICM (with the company playing a minor role at this stage) and its “bigger picture” projects e.g. WA SuperNet and renewable energy.
- Tracy Lefroy indicated that the Association must continue to demonstrate it is making progress and working towards becoming self-sufficient.
- *Ian Hyde suggested the Association ask for the minimum amount suggested above i.e. \$30,000/shire/year (for a three year period) so as to “keep the Association sharp and keen to become self-sufficient”.*
- The CEO indicated he was preparing a “Futures Paper” for consideration by the members at the next meeting.

Moved: Michael Monaghan that the CEO advise the shire CEOs of the intention of the Association to make a formal request for funding for a three year period with such request to be \$30,000/shire/year i.e. a total commitment of \$90,000 per shire over a three year period.

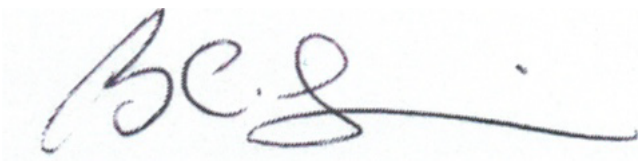
Seconded: Brad West

Carried: 7:0

With regard to the “Futures Paper” being prepared by our CEO (which will include the multitude of projects completed, resulting in positive outcomes), he will be seeking your input to the document to ensure the Association and the Shire of Dalwallinu are aligned moving forward post COVID-19.

Thank you for your ongoing support of the Association.

Yours sincerely

A handwritten signature in black ink, appearing to read 'B. Ellis', with a long horizontal flourish extending to the right.

Brian Ellis
Chairman

.cc Mr Steve Carter (President, Shire of Dalwallinu)
Mr Steve Mason (CEO, Innovation Central Midlands WA Inc)