



Shire of  
**Perenjori**  
Embrace Opportunity

Shire of Perenjori – Ordinary Council Meeting

# ATTACHMENTS

Thursday 15<sup>th</sup> December 2022

**SHIRE OF PERENJORI**  
**MONTHLY FINANCIAL REPORT**  
**(Containing the Statement of Financial Activity)**  
**For The Period Ended 30 November 2022**

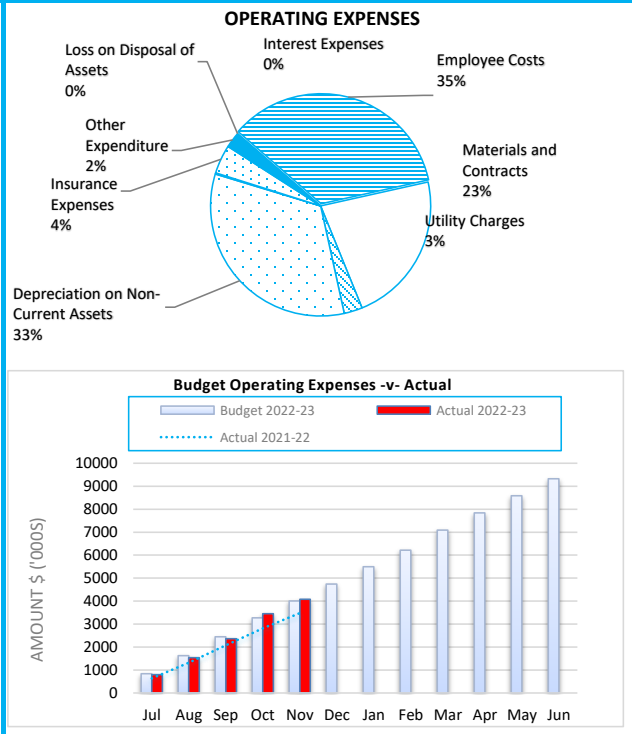
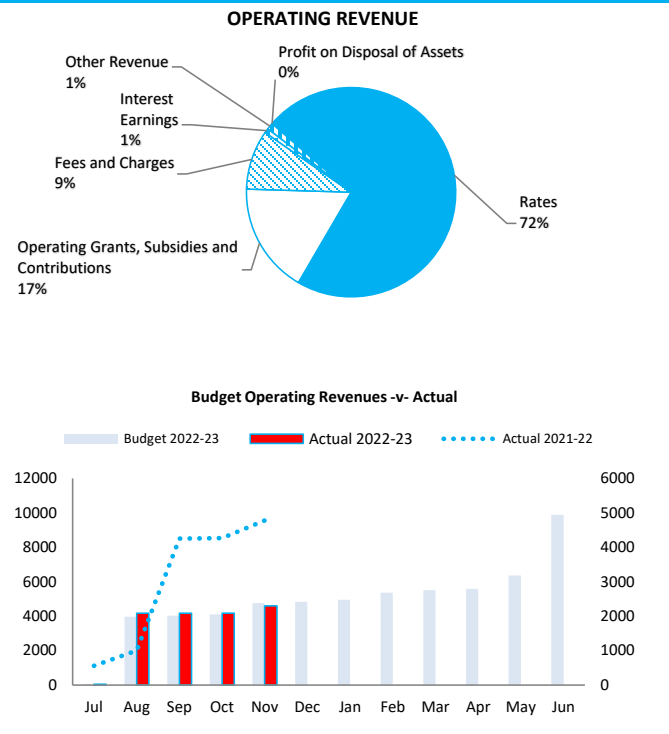
**LOCAL GOVERNMENT ACT 1995**

**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

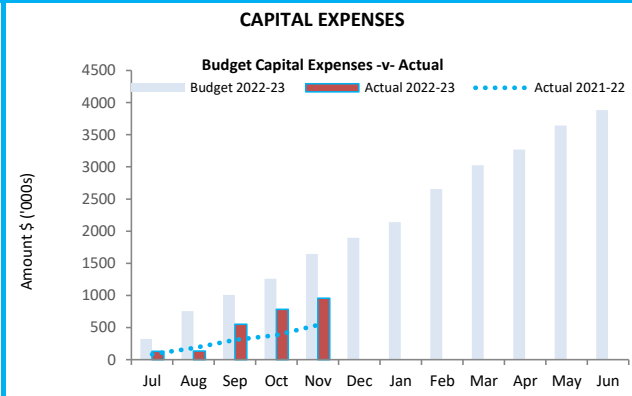
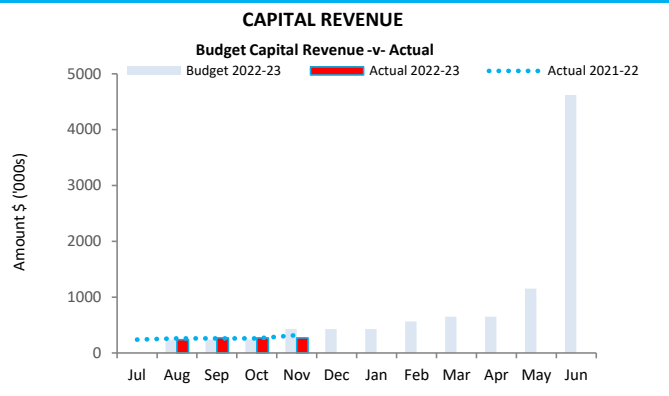
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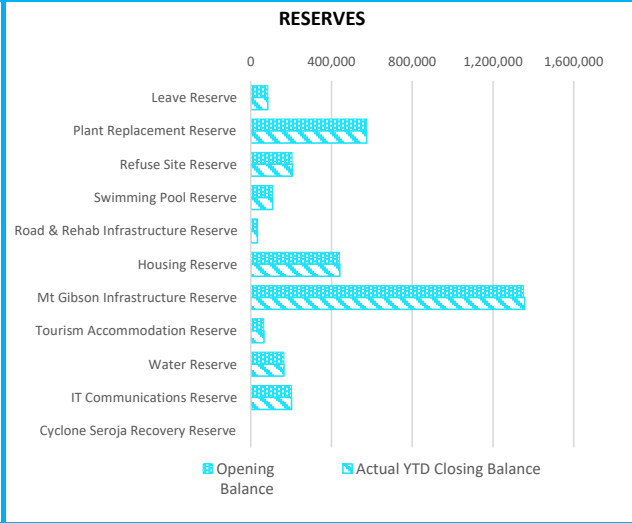
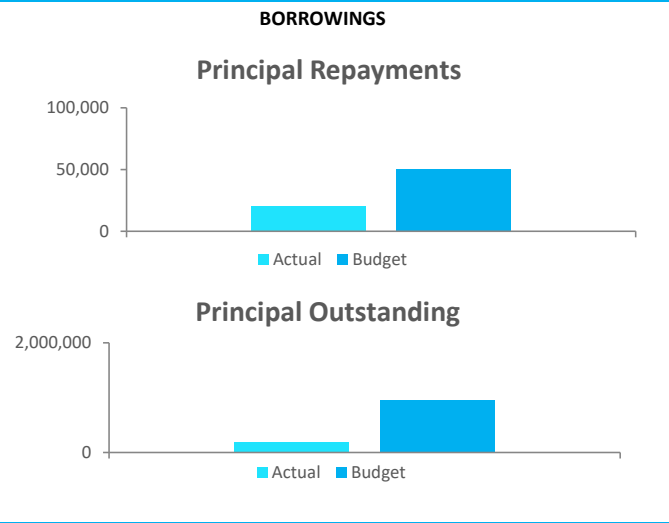
OPERATING ACTIVITIES



INVESTING ACTIVITIES



FINANCING ACTIVITIES



Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$4.64 M	\$4.64 M	\$4.67 M	\$0.03 M
Closing	\$0.00 M	\$5.84 M	\$5.47 M	(\$0.37 M)

Refer to Statement of Financial Activity

Cash and cash equivalents

	\$8.88 M	% of total
Unrestricted Cash	\$5.65 M	63.5%
Restricted Cash	\$3.24 M	36.5%

Refer to Note 2 - Cash and Financial Assets

Payables

	\$0.33 M	% Outstanding
Trade Payables	\$0.29 M	
Over 30 Days		0.0%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables

	\$0.81 M	% Collected
Rates Receivable	\$0.18 M	94.1%
Trade Receivable	\$0.62 M	
Over 30 Days		35.7%
Over 90 Days		22.2%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.87 M)	\$1.69 M	\$1.60 M	(\$0.09 M)

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	\$3.11 M	% Variance
YTD Budget	\$3.11 M	0.2%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions

YTD Actual	\$0.73 M	% Variance
YTD Budget	\$0.42 M	74.7%

Refer to Note 12 - Operating Grants and Contributions

Fees and Charges

YTD Actual	\$0.40 M	% Variance
YTD Budget	\$0.32 M	23.7%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.86 M)	(\$0.47 M)	(\$0.77 M)	(\$0.30 M)

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	\$0.03 M	%
Adopted Budget	\$0.17 M	(81.5%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition

YTD Actual	\$1.05 M	% Spent
Adopted Budget	\$8.64 M	(87.8%)

Refer to Note 8 - Capital Acquisition

Capital Grants

YTD Actual	\$0.25 M	% Received
Adopted Budget	\$4.62 M	(94.7%)

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.17 M	(\$0.02 M)	(\$0.03 M)	(\$0.01 M)

Refer to Statement of Financial Activity

Borrowings

Principal repayments	\$0.02 M
Interest expense	\$0.01 M
Principal due	\$0.19 M

Refer to Note 9 - Borrowings

Reserves

Reserves balance	\$3.24 M
Interest earned	\$0.00 M

Refer to Note 10 - Cash Reserves

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



**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**BY NATURE OR TYPE**

	Ref Note	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	1(c)	4,640,253	4,640,253	<b>4,671,646</b>	31,393	0.68%	
<b>Revenue from operating activities</b>							
Rates	6	3,105,644	3,105,644	<b>3,113,364</b>	7,720	0.25%	
Operating grants, subsidies and contributions	12	1,195,327	817,830	<b>737,741</b>	(80,089)	(9.79%)	▼
Fees and charges		721,510	320,997	<b>397,195</b>	76,198	23.74%	▲
Interest earnings		17,100	7,125	<b>29,941</b>	22,816	320.22%	▲
Other revenue		178,000	86,580	<b>44,673</b>	(41,907)	(48.40%)	▼
Profit on disposal of assets	7	52,609	0	<b>0</b>	0	0.00%	
		<b>5,270,190</b>	<b>4,338,176</b>	<b>4,322,914</b>	(15,262)		
<b>Expenditure from operating activities</b>							
Employee costs		(3,252,669)	(1,473,180)	<b>(1,432,314)</b>	40,866	2.77%	▲
Materials and contracts		(2,062,361)	(830,265)	<b>(911,654)</b>	(81,389)	(9.80%)	▼
Utility charges		(285,220)	(109,300)	<b>(109,815)</b>	(515)	(0.47%)	
Depreciation on non-current assets		(3,242,861)	(1,351,110)	<b>(1,351,110)</b>	0	0.00%	
Interest expenses		(41,868)	(7,274)	<b>(7,199)</b>	75	1.03%	
Insurance expenses		(169,859)	(149,463)	<b>(172,342)</b>	(22,879)	(15.31%)	▼
Other expenditure		(270,717)	(83,602)	<b>(93,829)</b>	(10,227)	(12.23%)	▼
		<b>(9,325,555)</b>	<b>(4,004,193)</b>	<b>(4,078,263)</b>	(74,070)		
Non-cash amounts excluded from operating activities	1(a)	3,190,252	1,351,110	<b>1,351,110</b>	0	0.00%	
<b>Amount attributable to operating activities</b>		<b>(865,113)</b>	<b>1,685,093</b>	<b>1,595,761</b>	(89,332)		
<b>Investing activities</b>							
Proceeds from non-operating grants, subsidies and contributions	13	4,620,119	429,917	<b>246,825</b>	(183,092)	(42.59%)	▼
Proceeds from disposal of assets	7	167,000	20,000	<b>30,909</b>	10,909	54.55%	▲
Payments for infrastructure, property, plant and equipment	8	(8,644,252)	(919,648)	<b>(1,050,693)</b>	(131,045)	(14.25%)	▼
		<b>(3,857,133)</b>	<b>(469,731)</b>	<b>(772,959)</b>	(303,228)		
Non-cash amounts excluded from investing activities		(84,303)	(84,303)	<b>0</b>			
<b>Amount attributable to investing activities</b>		<b>(3,941,436)</b>	<b>(554,034)</b>	<b>(772,959)</b>	(303,228)		
<b>Financing Activities</b>							
Proceeds from new debentures	9	800,000	0	<b>0</b>	0	0.00%	
Transfer from reserves	10	385,522	0	<b>0</b>	0	0.00%	
Repayment of debentures	9	(49,997)	(20,137)	<b>(20,137)</b>	0	0.00%	
Transfer to reserves	10	(969,229)	0	<b>(8,728)</b>	(8,728)	0.00%	
<b>Amount attributable to financing activities</b>		<b>166,296</b>	<b>(20,137)</b>	<b>(28,865)</b>	(8,728)		
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>0</b>	<b>5,835,478</b>	<b>5,465,583</b>	(369,895)		

**KEY INFORMATION**

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

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

**KEY TERMS AND DESCRIPTIONS**  
**FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**NATURE OR TYPE DESCRIPTIONS**

REVENUE	EXPENSES
<p><b>RATES</b></p> <p>All rates levied under the <i>Local Government Act 1995</i>. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.</p>	<p><b>EMPLOYEE COSTS</b></p> <p>All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.</p>
<p><b>OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS</b></p> <p>Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.</p>	<p><b>MATERIALS AND CONTRACTS</b></p> <p>All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.</p>
<p><b>NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS</b></p> <p>Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.</p>	<p><b>UTILITIES (GAS, ELECTRICITY, WATER, ETC.)</b></p> <p>Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.</p>
<p><b>REVENUE FROM CONTRACTS WITH CUSTOMERS</b></p> <p>Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.</p>	<p><b>INSURANCE</b></p> <p>All insurance other than worker's compensation and health benefit insurance included as a cost of employment.</p>
<p><b>FEES AND CHARGES</b></p> <p>Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.</p>	<p><b>LOSS ON ASSET DISPOSAL</b></p> <p>Shortfall between the value of assets received over the net book value for assets on their disposal.</p>
<p><b>SERVICE CHARGES</b></p> <p>Service charges imposed under <i>Division 6 of Part 6 of the Local Government Act 1995</i>. <i>Regulation 54 of the Local Government (Financial Management) Regulations 1996</i> identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.</p>	<p><b>DEPRECIATION ON NON-CURRENT ASSETS</b></p> <p>Depreciation expense raised on all classes of assets.</p>
<p><b>INTEREST EARNINGS</b></p> <p>Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.</p>	<p><b>INTEREST EXPENSES</b></p> <p>Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.</p>
<p><b>OTHER REVENUE / INCOME</b></p> <p>Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.</p>	<p><b>OTHER EXPENDITURE</b></p> <p>Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.</p>
<p><b>PROFIT ON ASSET DISPOSAL</b></p> <p>Excess of assets received over the net book value for assets on their disposal.</p>	

**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**STATUTORY REPORTING PROGRAMS**

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$		\$	\$	\$	%
<b>Opening funding surplus / (deficit)</b>	1(c)	4,640,253	4,640,253	4,640,253	<b>4,671,646</b>	31,393	0.68%
<b>Revenue from operating activities</b>							
Governance		27,100	27,100	11,290	<b>15,350</b>	4,060	35.96%
General purpose funding - general rates	6	3,105,644	3,105,644	3,105,644	<b>3,113,364</b>	7,720	0.25%
General purpose funding - other		713,006	713,006	356,104	<b>276,563</b>	(79,541)	(22.34%)
Law, order and public safety		171,600	171,600	82,750	<b>14,817</b>	(67,933)	(82.09%)
Health		2,500	2,500	1,040	<b>1,960</b>	920	88.46%
Education and welfare		1,000	1,000	1,000	<b>2,781</b>	1,781	178.10%
Housing		122,000	122,000	52,000	<b>80,162</b>	28,162	54.16%
Community amenities		37,510	37,510	35,615	<b>58,181</b>	22,566	63.36%
Recreation and culture		206,000	206,000	202,302	<b>204,848</b>	2,546	1.26%
Transport		309,830	309,830	251,266	<b>257,614</b>	6,348	2.53%
Economic services		525,500	525,500	218,960	<b>260,013</b>	41,053	18.75%
Other property and services		48,500	48,500	20,205	<b>37,261</b>	17,056	84.41%
		<b>5,270,190</b>	<b>5,270,190</b>	<b>4,338,176</b>	<b>4,322,914</b>	(15,262)	
<b>Expenditure from operating activities</b>							
Governance		(311,061)	(311,061)	(170,349)	<b>(118,243)</b>	52,106	30.59%
General purpose funding		(205,661)	(205,661)	(90,006)	<b>(84,950)</b>	5,056	5.62%
Law, order and public safety		(570,139)	(570,139)	(242,106)	<b>(217,421)</b>	24,685	10.20%
Health		(201,876)	(201,876)	(86,361)	<b>(65,876)</b>	20,485	23.72%
Education and welfare		(305,739)	(305,739)	(139,181)	<b>(128,130)</b>	11,051	7.94%
Housing		(530,785)	(530,785)	(70,857)	<b>(113,451)</b>	(42,594)	(60.11%)
Community amenities		(764,215)	(764,215)	(317,572)	<b>(267,819)</b>	49,753	15.67%
Recreation and culture		(1,503,930)	(1,503,930)	(686,076)	<b>(729,685)</b>	(43,609)	(6.36%)
Transport		(3,396,566)	(3,396,566)	(1,419,924)	<b>(1,393,781)</b>	26,143	1.84%
Economic services		(1,158,558)	(1,158,558)	(513,067)	<b>(494,141)</b>	18,926	3.69%
Other property and services		(377,025)	(377,025)	(268,695)	<b>(464,766)</b>	(196,071)	(72.97%)
		<b>(9,325,555)</b>	<b>(9,325,555)</b>	<b>(4,004,193)</b>	<b>(4,078,263)</b>	(74,070)	
Non-cash amounts excluded from operating activities	1(a)	3,190,252	3,190,252	1,351,110	<b>1,351,110</b>	0	0.00%
<b>Amount attributable to operating activities</b>		<b>(865,113)</b>	<b>(865,113)</b>	<b>1,685,093</b>	<b>1,595,761</b>	(89,332)	
<b>Investing Activities</b>							
Proceeds from non-operating grants, subsidies and contributions	13	4,620,119	4,620,119	429,917	<b>246,825</b>	(183,092)	(42.59%)
Proceeds from disposal of assets	7	167,000	167,000	20,000	<b>30,909</b>	10,909	54.55%
Payments for property, plant and equipment and infrastructure	8	(8,644,252)	(8,644,252)	(919,648)	<b>(1,050,693)</b>	(131,045)	(14.25%)
		<b>(3,857,133)</b>	<b>(3,857,133)</b>	<b>(469,731)</b>	<b>(772,959)</b>	(303,228)	
Non-cash amounts excluded from investing activities		(84,303)	(84,303)	0	<b>0</b>		
<b>Amount attributable to investing activities</b>		<b>(3,941,436)</b>	<b>(3,941,436)</b>	<b>(469,731)</b>	<b>(772,959)</b>	(303,228)	
<b>Financing Activities</b>							
Proceeds from new debentures	9	800,000	800,000	0	<b>0</b>	0	0.00%
Transfer from reserves	10	385,522	385,522	0	<b>0</b>	0	0.00%
Repayment of debentures	9	(49,997)	(49,997)	(20,137)	<b>(20,137)</b>	0	0.00%
Transfer to reserves	10	(969,229)	(969,229)	0	<b>(8,728)</b>	(8,728)	0.00%
<b>Amount attributable to financing activities</b>		<b>166,296</b>	<b>166,296</b>	<b>(20,137)</b>	<b>(28,865)</b>	(8,728)	
<b>Closing funding surplus / (deficit)</b>	1(c)	<b>0</b>	<b>0</b>	<b>5,835,478</b>	<b>5,465,583</b>	(369,895)	

## KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 NOVEMBER 2022

## STATUTORY REPORTING PROGRAMS

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

### KEY TERMS AND DEFINITIONS - REPORTING PROGRAMS

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire of Perenjori's Community Vision, and for each of its broad activities/programs.

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is:

*"A wonderful place to live, work, invest and visit with the community working together to achieve shared objectives"*

The Strategic Community Plan defines the key objectives of the Shire as:

*"Economic: A strong, resilient and balanced economy.*

*Environment: Our unique natural and built environment is protected and enhanced.*

*Social: Our community enjoys a high quality of life.*

*Civic Leadership: A collaborative and engaged community."*

### PROGRAM NAME AND OBJECTIVES

#### GOVERNANCE

*Activities:*

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).

#### GENERAL PURPOSE FUNDING

*Activities:*

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues such as commission on police licensing. The costs associated with raising the above mentioned revenues, eg. valuation expenses, debt collection and overheads.

#### LAW, ORDER, PUBLIC SAFETY

*Activities:*

Enforcement of local laws, fire prevention, animal control and provision of ranger services.

#### HEALTH

*Activities:*

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

#### EDUCATION AND WELFARE

*Activities:*

Donations to local education facilities, Perenjori Early Childhood Centre .

#### HOUSING

*Activities:*

Provision of maintenance for staff and private housing.

#### COMMUNITY AMENITIES

*Activities:*

Rubbish collection services, operation and maintenance of refuse sites, cemetery maintenance and improvements, flood mitigation, public convenience maintenance.

#### RECREATION AND CULTURE

*Activities:*

Maintenance of halls, swimming pool, recreation centres, parks and gardens, ovals and various reserves, operation of library services.

#### TRANSPORT

*Activities:*

Maintenance of roads, drainage, footpaths, parking facilities, traffic control, street cleaning, maintenance of airstrip

#### ECONOMIC SERVICES

*Activities:*

Tourism, community development, pest control, building services, caravan parks and private works.

#### OTHER PROPERTY AND SERVICES

*Activities:*

Plant works, plant overheads and stock of materials.

## NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2022

## EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
<b>Revenue from operating activities</b>				
Operating grants, subsidies and contributions	(80,089)	(9.79%)	▼ Permanent	Financial assistance grants for 2022-23 will be \$198k less than budgeted for. The first 2 quarter amounts have been received and are \$89k less than the YTD budget. This will be adjusted at MYR. This is partially offset by an unbudgeted employee incentive grant of \$10k.
Fees and charges	76,198	23.74%	▲ Timing	Housing revenue \$29k, caravan park revenue \$22k, planning fees \$13k and standpipe water charges \$8k better than the YTD budget.
Interest earnings	22,816	320.22%	▲ Timing	Interest revenue higher than the YTD budget as a result of improved interest rates and a high investment holding.
Other revenue	(41,907)	(48.40%)	▼ Timing	Budgeted CESM Recovery \$68k not yet invoiced and fuel tax credits \$10k not yet processed, partly offset by unbudgeted workers compensation recoveries of \$33k.
<b>Expenditure from operating activities</b>				
Employee costs	40,866	2.77%	▲ Timing	Permanent savings in childcare of \$11k where the bulk of budgeted expense on staff transferred out was picked up in June 2022 and public works staffing costs over-allocated by \$24k (which will even out over the year). Positive and negative movements in a number of programs mostly even themselves out, and impact of June 2022 year end accrual reversal having a positive impact on year to date expenses which will even out over time.
Materials and contracts	(81,389)	(9.80%)	▼ Timing	Bulk purchase of road base yet to be allocated to jobs \$184k. This is partially offset by plant operating costs allocations higher than budget \$103k. Other program area movements mostly even themselves out.
Insurance expenses	(22,879)	(15.31%)	▼ Timing	1st half insurance bill paid in July and 2nd half bill paid in October. Allocation to be reviewed for future months.
<b>Investing activities</b>				
Proceeds from non-operating grants, subsidies and contributions	(183,092)	(42.59%)	▼ Timing	2nd quarter RRG funding not yet received \$133k, 1st half Roads to recovery grant not yet received \$60k
Proceeds from disposal of assets	10,909	54.55%	▲ Permanent	Proceeds from the changeover of the MCCS vehicle in September better than budgeted.
Payments for infrastructure, property, plant and equipment	(131,045)	(14.25%)	▼ Timing	Refer Note 8 for further details.
<b>Financing Activities</b>				

### KEY INFORMATION

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

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



**BASIS OF PREPARATION**

**REPORT PURPOSE**

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

**BASIS OF ACCOUNTING**

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

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of AASB 1051 *Land Under Roads* paragraph 15 and AASB 116 *Property, Plant and Equipment* paragraph 7.

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

**SIGNIFICANT ACCOUNTING POLICES**

**CRITICAL ACCOUNTING ESTIMATES**

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

**THE LOCAL GOVERNMENT REPORTING ENTITY**

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

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

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

**GOODS AND SERVICES TAX**

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

**ROUNDING OFF FIGURES**

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**NOTE 1  
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

**(a) Non-cash items excluded from operating activities**

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

	Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>		\$	\$	\$
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	7	(52,609)	0	0
Add: Depreciation on assets		3,242,861	1,351,110	1,351,110
<b>Total non-cash items excluded from operating activities</b>		<b>3,190,252</b>	<b>1,351,110</b>	<b>1,351,110</b>

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

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

		Last Year Closing 30 June 2022	This Time Last Year 30 November 2021	Year to Date 30 November 2022
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	10	(3,230,044)	7,762	(3,238,772)
Movement in other current liabilities		0	0	47,254
Add: Borrowings	9	40,958	138,630	20,821
Add: Provisions - employee	11	274,537	310,153	215,770
<b>Total adjustments to net current assets</b>		<b>(2,914,549)</b>	<b>456,545</b>	<b>(2,954,927)</b>

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

<b>Current assets</b>				
Cash and cash equivalents	2	8,326,537	5,185,440	8,884,181
Rates receivable	3	32,462	0	183,925
Receivables	3	767,792	85,108	622,558
Other current assets	4	360	7,971	2,105
<b>Less: Current liabilities</b>				
Payables	5	(517,354)	0	(327,561)
Borrowings	9	(40,958)	(138,630)	(20,821)
Contract liabilities	11	(708,107)	0	(708,107)
Provisions	11	(274,537)	(310,153)	(215,770)
<b>Less: Total adjustments to net current assets</b>	1(b)	<b>(2,914,549)</b>	<b>456,545</b>	<b>(2,954,927)</b>
<b>Closing funding surplus / (deficit)</b>		<b>4,671,646</b>	<b>5,286,280</b>	<b>5,465,583</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**OPERATING ACTIVITIES**  
**NOTE 2**  
**CASH AND FINANCIAL ASSETS**

Description	Classification	Totals as per the Financial Statements			Actual Bank Balance	Institution	Interest Rate	Maturity Date
		Unrestricted	Restricted	Cash				
		\$	\$	\$	\$			
<b>Cash on hand</b>								
Bankwest Municipal Account	Cash and cash equivalents	86,071	0	86,071	86,071	Bank	0.00%	On Call
Petty Cash & Till Float	Cash and cash equivalents	300	0	300	300	Bank	0.00%	On Hand
Bankwest Municipal Telenet Saver Account	Cash and cash equivalents	2,559,038	0	2,559,038	2,559,038	Bank	0.05%	On Hand
Special Term Deposit 0022990	Cash and cash equivalents	3,000,000		3,000,000	3,000,000	Bank	2.60%	16/02/2023
Reserve Funds - Restricted Cash	Cash and cash equivalents	0	3,238,774	3,238,774				
- Operating Bank Account					761	Bank	0.00%	On Call
- Mt Gibson Mining Reserve Account					1,012	Bank	0.05%	On Hand
- Mt Gibson Mining Term Deposit					1,356,000	Bank	0.05%	On Hand
- Term deposit #2					700,000	Bank	2.60%	16/02/2023
- Term deposit #3					1,181,000	Bank	2.60%	16/02/2023
<b>Total</b>		<b>5,645,409</b>	<b>3,238,774</b>	<b>8,884,183</b>	<b>8,884,182</b>			
Cash and cash equivalents		5,645,409	3,238,774	8,884,183	8,884,182			
Financial assets at amortised cost		0	0	0	0			

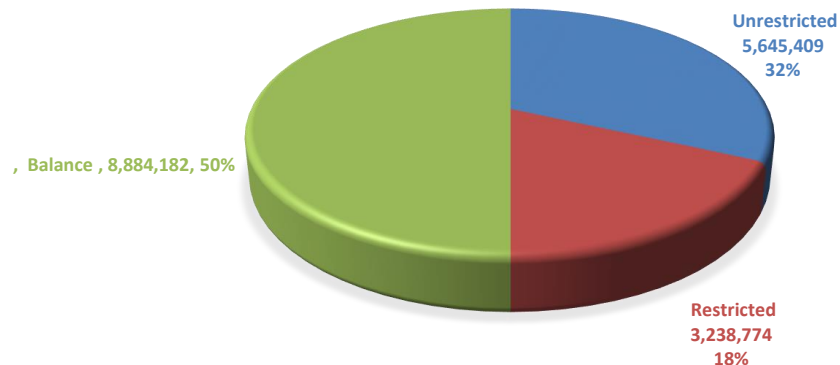
**KEY INFORMATION**

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

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

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

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



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

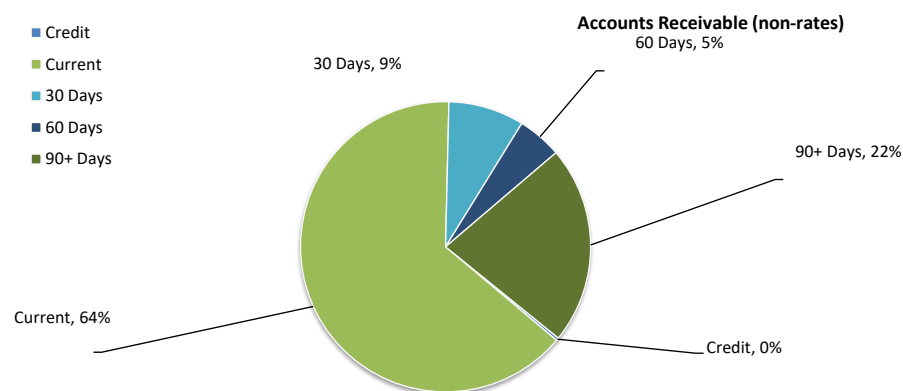
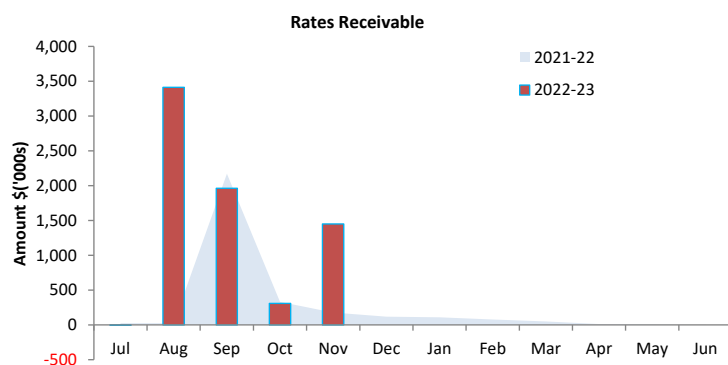
OPERATING ACTIVITIES  
NOTE 3  
RECEIVABLES

Rates receivable	30 Jun 2022	30 Nov 2022
	\$	\$
Opening arrears previous years	0	0
Levied this year		3,113,364
Less - collections to date	0	(2,929,439)
Equals current outstanding	0	183,925
<b>Net rates collectable</b>	<b>0</b>	<b>183,925</b>
% Collected	0%	94.1%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,551)	322,283	42,373	24,890	110,701	498,696
Percentage	(0.3%)	64.6%	8.5%	5%	22.2%	
<b>Balance per trial balance</b>						
Sundry receivable						498,696
GST receivable						(10,118)
Allowance for impairment of receivables						0
Owing from the Trust Fund						133,980
Other receivables [describe]						0
Other receivables [describe]						0
<b>Total receivables general outstanding</b>						<b>622,558</b>
Amounts shown above include GST (where applicable)						

KEY INFORMATION

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



	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 30 November 2022
Other current assets	\$	\$	\$	\$
<b>Inventory</b>				
Stock on Hand	360	0	1,745	2,105
<b>Total other current assets</b>	<b>360</b>	<b>0</b>	<b>1,745</b>	<b>2,105</b>
Amounts shown above include GST (where applicable)				

#### KEY INFORMATION

##### Inventory

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

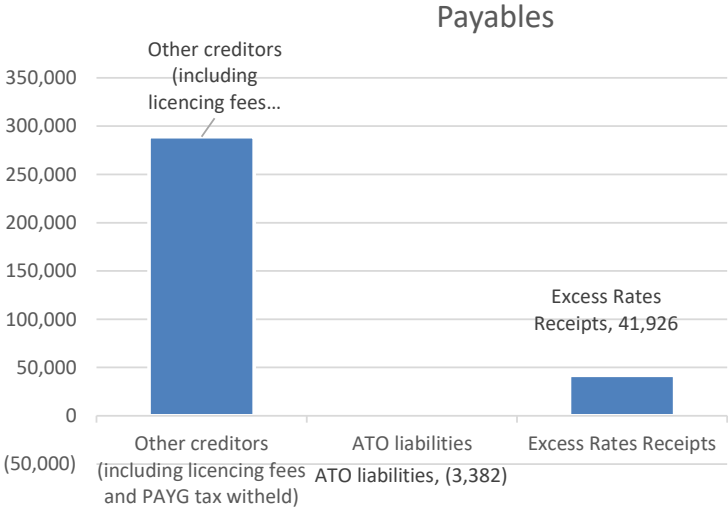
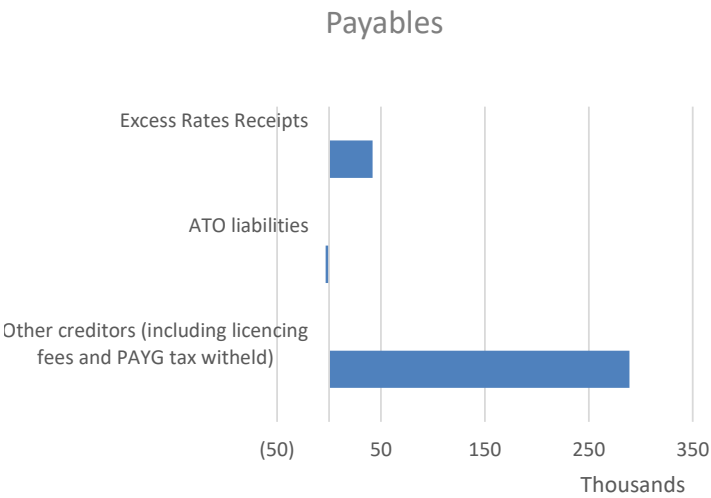
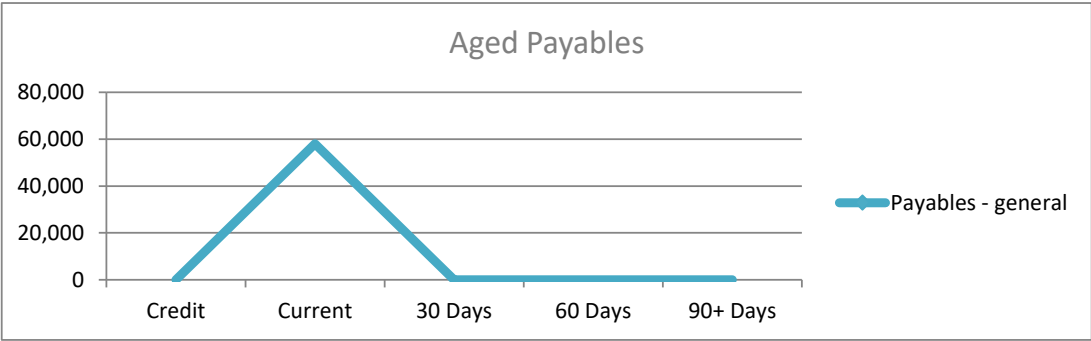
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.



Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	58,012	0	0	0	58,012
Percentage	0%	100%	0%	0%	0%	
<b>Balance per trial balance</b>						
Other creditors (including licencing fees and PAYG tax withheld)						289,017
ATO liabilities						(3,382)
Excess Rates Receipts						41,926
<b>Total payables general outstanding</b>						<b>327,561</b>
<b>Amounts shown above include GST (where applicable)</b>						

KEY INFORMATION

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



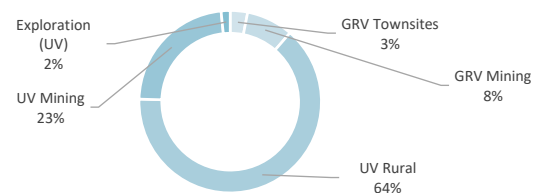
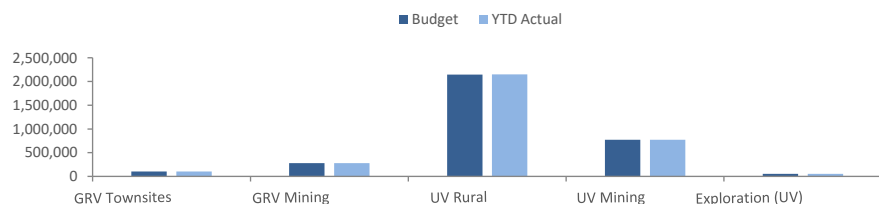
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

OPERATING ACTIVITIES  
NOTE 6  
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>											
GRV Townsites	8.8858	107	1,167,143	103,390	0	0	103,390	103,390	0	0	103,390
GRV Mining	8.8858	1	3,144,000	278,508	0	0	278,508	278,508	0	0	278,508
<b>Unimproved value</b>											
UV Rural	1.6972	256	126,448,000	2,146,075	0	0	2,146,075	2,146,076	3,776	169	2,150,020
UV Mining	32.350900	39	2,379,797	769,886	0	0	769,886	769,886	0	0	769,886
Exploration (UV)	24.850100	33	215,788	53,624	0	0	53,624	53,624	0	0	53,624
<b>Sub-Total</b>		<b>436</b>	<b>133,354,728</b>	<b>3,351,483</b>	<b>0</b>	<b>0</b>	<b>3,351,483</b>	<b>3,351,483</b>	<b>3,776</b>	<b>169</b>	<b>3,355,428</b>
<b>Minimum payment</b>	<b>Minimum \$</b>										
<b>Gross rental value</b>											
GRV Townsites	374	30	0	11,220	0	0	11,220	11,220	0	0	11,220
GRV Mining	374	1	0	374	0	0	374	374	0	0	374
UV Rural	374	11	0	4,114	0	0	4,114	4,114	0	0	4,114
UV Mining	374	6	0	2,244	0	0	2,244	2,244	0	0	2,244
Exploration (UV)	374	24	0	8,976	0	0	8,976	8,976	0	0	8,976
<b>Sub-total</b>		<b>72</b>	<b>0</b>	<b>26,928</b>	<b>0</b>	<b>0</b>	<b>26,928</b>	<b>26,928</b>	<b>0</b>	<b>0</b>	<b>26,928</b>
Discount							(272,767)				(293,882)
Concession											
<b>Amount from general rates</b>							<b>3,105,644</b>				<b>3,088,474</b>
Ex-gratia rates							0				24,890
<b>Total general rates</b>							<b>3,105,644</b>				<b>3,113,364</b>
<b>Specified area rates</b>	<b>Rate in \$ (cents)</b>										
							0				0
<b>Total</b>							<b>3,105,644</b>				<b>3,113,364</b>

KEY INFORMATION

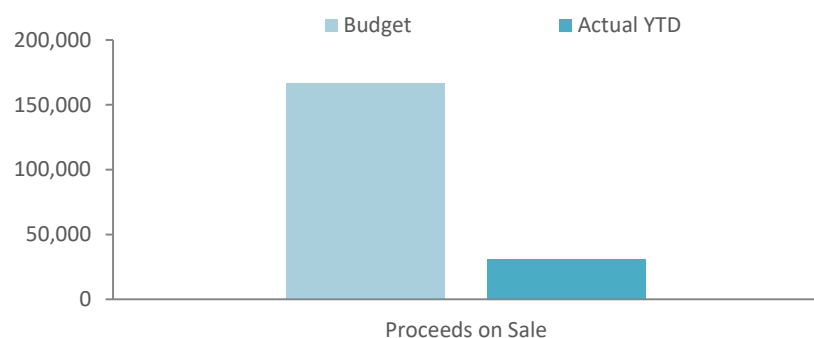
Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability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



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

OPERATING ACTIVITIES  
NOTE 7  
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Plant and equipment</b>								
	<b>Transport</b>								
	MCCS Vehicle – 04 PJ	14,803	\$22,000	7,197	0			0	0
	MIS Vehicle – 1500 PJ	0	\$20,000	20,000	0	0	30,909	0	30,909
	CDO Vehicle – 02 PJ	7,937	\$18,000	10,063	0	0	0	0	0
	Volvo Grader – PJ 1524	47,333	\$80,000	32,667	0	0	0	0	0
	Mitsubishi Triton – PJ 1562	19,342	\$9,000	0	(10,342)	0	0	0	0
	Mitsubishi Triton – PJ 1570	12,488	\$9,000	0	(3,488)	0	0	0	0
	Mitsubishi Triton – PJ 1572	12,488	\$9,000	0	(3,488)	0		0	0
		<b>114,391</b>	<b>167,000</b>	<b>69,927</b>	<b>(17,318)</b>	<b>0</b>	<b>30,909</b>	<b>0</b>	<b>30,909</b>



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

Capital acquisitions

Job - Account	Job/Account Description	Asset Class	Program	Year Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
BC01	Perenjori Pavillion Upgrade	Buildings - non-specialised	Recreation & culture	17,000	17,000	7,555	9,445	
BC02	Caravan Park Chalet Building	Buildings - non-specialised	Economic services	25,000	-	250	(250)	
BC03	Refurbishment of Perenjori Oval public toilets	Buildings - non-specialised	Recreation & culture	12,300	12,300	12,300	-	
BC04	Refurbishment of Perenjori Sports Club male toilets	Buildings - non-specialised	Recreation & culture	14,300	14,300	14,300	-	
BC05	Refurbishment of Perenjori Oval public toilets	Buildings - non-specialised	Recreation & culture	20,500	20,500	20,500	-	
BC06	Refurbishment of Fowler St toilets	Buildings - non-specialised	Recreation & culture	21,300	-	-	-	
BC07	Refurbishment of ablutions at Caravan Park	Buildings - non-specialised	Recreation & culture	40,000	-	-	-	
BC08	Refurbishment of Latham Hall	Buildings - non-specialised	Recreation & culture	80,200	-	-	-	
BC09	Dump Point at RV Parking near Pavilion	Infrastructure - Other	Recreation & culture	8,000	8,000	115	7,885	
BC10	Pavilion Coolroom	Buildings - non-specialised	Recreation & culture	40,000	-	14,473	(14,473)	
BC11	Replacement of Town Hall roof	Buildings - non-specialised	Governance	500,000	-	1,512	(1,512)	
BC12	Construction of shelter at Cemetery	Buildings - non-specialised	Community amenities	14,000	-	599	(599)	
BC13	Installation of toilet at Perenjori Rothsay Rd junction	Buildings - non-specialised	Community amenities	45,000	-	-	-	
BC14	Airconditioning in Town Hall	Plant and equipment	Governance	40,000	40,000	22,264	17,736	
BC15	Installation of solar lights at Latham Community Centre	Buildings - non-specialised	Recreation & culture	28,000	-	-	-	
BC16	Solar lights at Cemetery	Buildings - non-specialised	Community amenities	24,000	-	166	(166)	
BC17	Solar street lighting of North Rd from Downer St to Crossing St	Infrastructure - Other	Transport	24,000	-	7,881	(7,881)	
BC18	Latham Community Centre Table and Chair Upgrade	Furniture and equipment	Recreation & culture	13,000	5,000	4,967	33	Work commenced - painting completed. PO for \$6965 also issued for floor covering replacements.
BC19	Upgrade Chalets and New Flooring	Buildings - non-specialised	Economic services	23,000	23,000	27,721	(4,721)	
BC20	Business Incubator	Buildings - non-specialised	Other property and services	55,000	-	-	-	
BC21	Caron Dam Re-Roofing	Buildings - non-specialised	Economic services	324,000	-	2,025	(2,025)	Reviewing Project
BC22	Latham Cemetery Fencing	Infrastructure Assets - Parks &	Community amenities	15,000	-	760	(760)	Quote pending
BC23	Pavillion evacuation centre upgrade	Buildings - non-specialised	Recreation & culture	90,000	90,000	73,863	16,137	
CC25	Fowler Street	Infrastructure - Roads	Transport	72,000	-	-	-	Subject to power upgrading
CC29	Warriedar/Copper Mine - Seal Widen	Infrastructure - Roads	Transport	450,000	375,000	18,802	356,198	Scope of works being undertaken. PO for \$9850 issued.
CC32	Rabbit Proof Fence ROad	Infrastructure - Roads	Transport	-	-	1,516	(1,516)	
CC33	Caron Road	Infrastructure - Roads	Transport	58,000	-	-	-	
CC90	Carnamah Perenjori Rd	Infrastructure - Roads	Transport	153,040	127,535	9,370	118,165	Preliminary works underway
CC98	Syson Road	Infrastructure - Roads	Transport	340,000	-	-	-	
CF23	Settlement Road Gravel	Infrastructure - Roads	Transport	100,000	-	-	-	
CF24	Forte Road Gravel	Infrastructure - Roads	Transport	115,000	-	-	-	
CF25	Loading Street- reconstruct and Asphalt	Infrastructure - Roads	Transport	330,000	-	-	-	
CF26	England Cr Reseal	Infrastructure - Roads	Transport	20,000	-	-	-	
CF27	Seal Cemetery Car Park	Infrastructure - Roads	Transport	85,000	35,743	4,840	30,903	Consultant approached and investigation underway
CF28	Seal standpipe area opposite roadhouse	Infrastructure - Roads	Transport	70,000	-	-	-	Investigation underway
CF29	Footpath and kerbing North side Fowler Street	Infrastructure - Footpaths	Transport	250,000	-	-	-	Subject to power upgrading
CF30	Footpaths- Hirshauer, Hesford, John & Downer streets	Infrastructure - Footpaths	Transport	110,000	91,665	51,301	40,364	PO Issued \$35000 Oakstar
CF31	Aubrey Street- Reseal 180m x 8m	Infrastructure - Roads	Transport	8,500	-	-	-	
CP05	Caravan park office Capital.	Buildings - non-specialised	Economic services	3,000	1,980	-	1,980	PO Issued Choices Flooring 29/8/22 \$2705
CP06	Caravan Park.	Infrastructure - Other	Economic services	-	-	64	(64)	
CP10	Caravan Park - Septic Upgrade.	Infrastructure - Other	Economic services	10,000	4,165	-	4,165	
CP11	Furniture & Equipment	Furniture and equipment	Economic services	12,500	5,210	6,334	(1,124)	PO's Issued \$1243- Batavia, Afgri.
FE01	Capital - Gym Equipment	Furniture and equipment	Recreation & culture	5,000	-	6,345	(6,345)	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

INVESTING ACTIVITIES  
NOTE 8  
CAPITAL ACQUISITIONS

Capital acquisitions

Job - Account	Job/Account Description	Asset Class	Program	Year Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
FE02	Capital - Furniture & Equipment.	Furniture and equipment	Governance	25,000	-	13,160	(13,160)	
FE03	Capital - IT Vision Software.	Furniture and equipment	Governance	75,000	-	-	-	
HC27	Installation of solar panels on Council properties	Buildings - non-specialised	Housing	100,000	-	71,240	(71,240)	
HC28	Additional Housing	Buildings - non-specialised	Housing	800,000	-	486	(486)	
I001	Perenjori Oval Water Project	Infrastructure Assets - Parks &	Recreation & culture	150,000	-	-	-	
I002	Community hub project	Infrastructure - Other	Economic services	500,000	-	-	-	Awaiting on architect designs
I003	Static Water Supply Project	Infrastructure - Other	Law, Order & Public Safety	-	-	18,361	(18,361)	
LA01	Purchase of Industrial Land.	Land	Community amenities	20,000	-	-	-	
LRI6	Perenjori Oval Fencing	Infrastructure Assets - Parks &	Transport	-	-	10,000	(10,000)	
P001	Capital - Road Equipment	Plant and equipment	Transport	15,000	6,250	-	6,250	
P002	Capital - Workshop Equipment	Plant and equipment	Other property and services	15,000	-	-	-	
RC07	North Road Seal Widening 4.2Km - Road Construction 14/15	Infrastructure - Roads	Transport	-	-	57,000	(57,000)	
RC11	Landscaping along Fowler St	Infrastructure Assets - Parks &	Transport	55,512	-	76	(76)	Subject to power upgrading
RC12	Hill Rd, Boundary Rd to Morawa South Road resheet form & se	Infrastructure - Roads	Transport	82,000	-	-	-	
RC13	Morawa South Road, Hill Rd to Shire boundary widen formatio	Infrastructure - Roads	Transport	74,000	-	-	-	
RC14	Morowa South Road, Hill Rd to Shire boundary widen shoulder	Infrastructure - Roads	Transport	490,000	-	-	-	
RC15	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and s	Infrastructure - Roads	Transport	574,000	-	-	-	
RC16	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and s	Infrastructure - Roads	Transport	156,000	-	-	-	
RC17	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and s	Infrastructure - Roads	Transport	830,000	-	703	(703)	
RC18	Carnamah Perenjori line marking	Infrastructure - Roads	Transport	30,000	-	-	-	
RC19	Solomon Rd			-	-	371,948	(371,948)	Unbudgeted - Urgent works required
RG24	Warriedar Coppermine Road	Infrastructure - Roads	Transport	101,500	-	6,650	(6,650)	Investigation and design underway
4259	MCCS Vehicle – 04 PJ	Plant and equipment	Transport	42,000	42,000	40,431	-	Youngs - Includes trade-in for Holden Trailblazer
12283	MIS Vehicle – 1500 PJ	Plant and equipment	Transport	48,000	-	-	-	
12283	CDO Vehicle – 02 PJ	Plant and equipment	Transport	38,000	-	-	-	
12283	Volvo Grader – PJ 1524	Plant and equipment	Transport	395,000	-	-	-	
12283	New Prime Mover	Plant and equipment	Transport	260,000	-	-	-	
12283	Mitsubishi Triton – PJ 1562	Plant and equipment	Transport	29,000	-	-	-	
12283	Mitsubishi Triton – PJ 1570	Plant and equipment	Transport	29,000	-	-	-	
12283	Mitsubishi Triton – PJ 1572	Plant and equipment	Transport	27,000	-	-	-	
12283	Electric 2-Seater Utility	Plant and equipment	Transport	17,600	-	-	-	
13194	Caravans * 2	Plant and equipment	Economic services	-	-	91,800	(91,800)	
12283	Nifty 120T 2 man 12.2m trailer mounted Work platform	Plant and equipment	Transport	-	-	36,950	-	
	Yet to be allocated			-	-	22,065	-	Expenses awaiting determination of which project to allocate to
<b>TOTAL</b>				<b>8,644,252</b>	<b>919,648</b>	<b>1,050,693</b>	<b>(73,600)</b>	

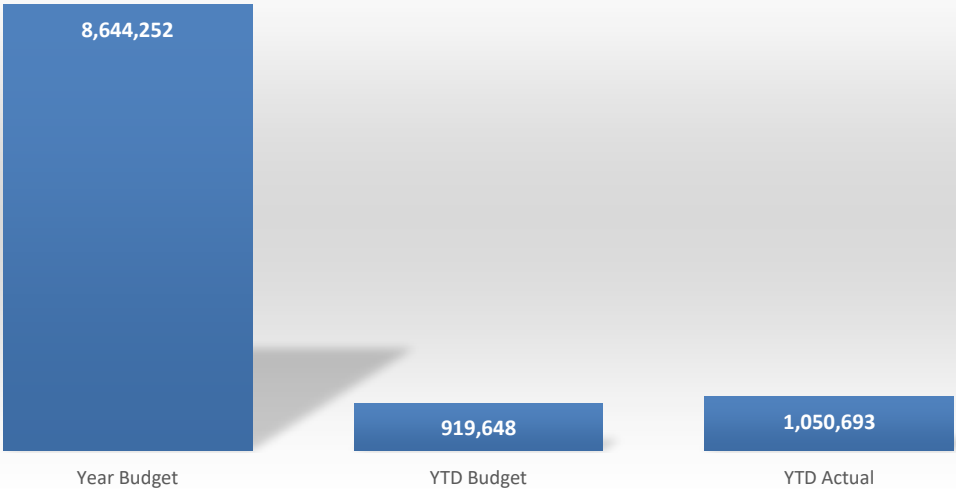


Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Year Budget	YTD Budget		
	\$	\$	\$	\$
Land - industrial	20,000	0	0	0
Buildings	1,881,500	172,300	254,788	82,488
Furniture and equipment	105,000	0	19,505	19,505
Plant and equipment	915,600	48,250	77,380	29,130
Infrastructure - roads	4,258,040	502,535	481,046	(21,489)
Infrastructure - footpaths	55,512	0	76	76
Infrastructure - other	765,000	127,408	74,502	(52,906)
Infrastructure - Caravan Park	113,500	34,355	131,370	97,015
Infrastructure - Parks & Ovals	530,100	34,800	12,025	(22,775)
<b>Total Capital Acquisitions</b>	<b>8,644,252</b>	<b>919,648</b>	<b>1,050,693</b>	<b>131,045</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	4,620,119	429,917	246,825	(183,092)
Borrowings	800,000	0	0	0
Other (disposals & C/Fwd)	167,000	20,000	30,909	10,909
Cash backed reserves				
Plant Replacement Reserve	385,522	0	0	0
Contribution - operations	2,671,611	469,731	772,959	303,228
<b>Capital funding total</b>	<b>8,644,252</b>	<b>919,648</b>	<b>1,050,693</b>	<b>131,045</b>

SIGNIFICANT ACCOUNTING POLICIES

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

Capital Spend to Budget



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**FINANCING ACTIVITIES**

**NOTE 9  
BORROWINGS**

**Repayments - borrowings**

Information on borrowings		1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Housing</b>										
CHA Housing	96	33,365	0	0	7,943	16,146	25,422	17,219	1,064	1,893
Flat Pack Housing	97	0	0	0	0	0	0	0	0	0
New Housing				800,000	0	9,039	0	790,961		28,000
<b>Community amenities</b>										0
John Street Subdivision	98	177,899	0	0	12,194	24,812	165,705	153,087	6,135	11,975
<b>Economic services</b>										0
Caravan Park Chalets *	103	0	0	0	0	0	0	0	0	0
<b>Total</b>		211,264	0	800,000	20,137	49,997	191,127	961,267	7,199	41,868
Current borrowings		49,997					20,821			
Non-current borrowings		161,267					170,306			
		211,264					191,127			

\* This loan was removed from the Budget at MYR

All debenture repayments were financed by general purpose revenue.

**New borrowings 2022-23**

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
New Housing	0	800,000	WATC	Fixed	20	37,039	7	0	0	0
	0	800,000				37,039		0	0	0

**KEY INFORMATION**

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**OPERATING ACTIVITIES**

**NOTE 10**

**CASH RESERVES**

**Cash backed reserve**

Reserve name	Opening Balance	Budget Transfer to (+)	Actual Transfers To (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	84,718	333	183	0	0	85,051	84,901.00
Plant Replacement Reserve	573,156	400,000	1,240	(385,522)	0	587,634	574,396
Refuse Site Reserve	205,147	20,805	444	0	0	225,952	205,591
Swimming Pool Reserve	108,639	20,348	235	0	0	128,987	108,874
Road & Rehab Infrastructure Reserve	33,691	132	73	0	0	33,823	33,764
Housing Reserve	440,214	1,728	952	0	0	441,942	441,166
Mt Gibson Infrastructure Reserve	1,352,343	205,328	4,668	0	0	1,557,671	1,357,011
Tourism Accommodation Reserve	65,047	25,255	141	0	0	90,302	65,188
Water Reserve	164,903	25,647	357	0	0	190,550	165,260
IT Communications Reserve	202,186	794	437	0	0	202,980	202,623
Cyclone Seroja Recovery Reserve	0	268,859	0	0	0	268,859	0
	<b>3,230,044</b>	<b>969,229</b>	<b>8,728</b>	<b>(385,522)</b>	<b>0</b>	<b>3,813,751</b>	<b>3,238,774</b>

**KEY INFORMATION**

All the reserve accounts are supported by money held in financial institutions and match the amount shown as restricted cash in Note 2 to this financial report

Other current liabilities	Note	Opening Balance 1 July 2022	Liability Increase	Liability Reduction	Closing Balance 30 November 2022
		\$	\$	\$	\$
<b>Contract liabilities</b>					
Unspent grants, contributions and reimbursements					
- operating	12	0	0	0	0
- non-operating	13	708,107	0	0	708,107
<b>Total unspent grants, contributions and reimbursements</b>		<b>708,107</b>	<b>0</b>	<b>0</b>	<b>708,107</b>
<b>Provisions</b>					
Annual leave		36,561	0	(25,406)	11,155
Long service leave (current)		237,976	0	(33,360)	204,616
Long service leave (non-current)		76,407	0	0	76,407
<b>Total Provisions</b>		<b>350,943</b>	<b>0</b>	<b>(58,766)</b>	<b>292,177</b>
<b>Total other current liabilities</b>		<b>1,059,050</b>	<b>0</b>	<b>(58,766)</b>	<b>1,000,284</b>
Amounts shown above include GST (where applicable)					

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

#### KEY INFORMATION

##### Contract liabilities

Amount received in Jun 22 for to LCRI Phase projects of \$571,756

Amount received in May 22 for the Perenjori Evacuation Centre to be spent in 2022-23 of \$36,364.

##### Provisions

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

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

A reduction was made in July 2022 resulting from the departure of the Manager of Works and Services and the termination payout.

##### Employee benefits

###### Short-term employee benefits

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

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

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

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

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

##### Contract liabilities

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Nov 2022	Current Liability 30 Nov 2022	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants and subsidies</b>								
<b>General purpose funding</b>								
Grants Commission Grant	0	0	0	0	0	403,669	201,836	191,713
Untied Road Grant	0	0	0	0	0	304,537	152,268	63,462
<b>Law, order, public safety</b>								
DFES Operating Grant	0	0	0	0	0	35,000	14,585	10,066
<b>Recreation and culture</b>								
Mt Gibson Funding Allocation				0		200,000	(200,000)	200,000
<b>Education &amp; Welfare</b>								
<b>Transport</b>								
Direct Grant	0	0	0	0	0	249,141	249,141	254,500
<b>Economic services</b>								
Employee incentive grant				0		0	0	10,000
	0	0	0	0		1,192,347	417,830	\$ 729 741
<b>Operating contributions</b>								
<b>Transport</b>								
MRD Street Lighting Subsidy	0	0	0	0	0	2,980	0	0
	0	0	0	0	0	2,980	0	0
<b>TOTALS</b>	0	0	0	0	0	1,195,327	417,830	729,741



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**NOTE 13**

**NON-OPERATING GRANTS AND CONTRIBUTIONS**

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Nov 2022	Current Liability 30 Nov 2022	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Non-operating grants and subsidies</b>								
<b>General purpose funding</b>								
LCRI Program	571,756	0	0	571,756	571,756	1,143,512	0	0
<b>Transport</b>								
Regional Road Group	0	0	0	0	0	635,667	370,378	237,734
Roads to Recovery	0	0	0	0	0	534,940	59,539	0
Mid West Secondary Grain Freight Network Grai	0	0	0	0	0	2,206,000	0	0
<b>Economic services</b>								
Community Water Supply Program	0	0	0	0	0	100,000	0	0
	<b>571,756</b>	<b>0</b>	<b>0</b>	<b>571,756</b>	<b>571,756</b>	<b>4,620,119</b>	<b>429,917</b>	<b>237,734</b>
<b>Non-operating contributions</b>								
<b>Recreation and culture</b>								
Perenjori Evacuation Centre Upgrade	36,364			36,364		0	0	0
	<b>36,364</b>	<b>0</b>	<b>0</b>	<b>36,364</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

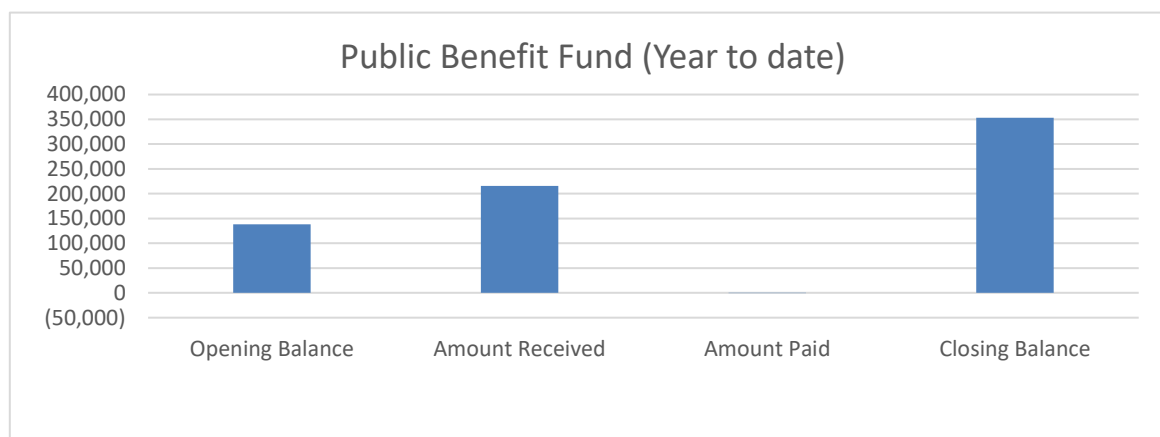
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 NOVEMBER 2022**

**NOTE 14  
MT GIBSON PUBLIC BENEFIT FUND**

Funds held at balance date for the Public Benefit Fund which are not included in this statement are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 30 Nov 2022
	\$	\$	\$	\$
Mt Gibson Public Benefit Fund	137,955	215,949	(500)	<b>353,404</b>
	<b>137,955</b>	<b>215,949</b>	<b>(500)</b>	<b>353,404</b>

**KEY INFORMATION**



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

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget adoption	180822.6, 18 August 2022	Surplus/(Deficit)				0
			Opening Surplus(Deficit)				0

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
455	03/11/2022	BANK FEES - BANK FEES NO GST	MERCHANT FEE	M		1,971.96
455	03/11/2022	BANK FEES - BANK FEES NO GST	MERCHANT FEE A/C 668425	M		122.52
EFT15726	14/11/2022	AAA PRINTING GROUP	Forklift prestart books x 12	M		336.60
EFT15727	14/11/2022	AMELJENOW TRANSPORT	Water Cart & Road Train Side Tipper - Solomon Rd	M		17,242.50
EFT15728	14/11/2022	ANDREW FRASER	Travel for Ordinary Council Meeting - 20/10/22	M		42.52
EFT15729	14/11/2022	APPLIED SATELLITE TECHNOLOGY AUSTRALIA PTY LTD	CESM Satellite Phone - Monthly Subscription for November 22	M		70.72
EFT15730	14/11/2022	AUSTRALIA POST	Postage for October 22	M		209.28
EFT15731	14/11/2022	BLUEHILL COURIERS	Freight Charges – September & October Runs	M		1,170.40
EFT15732	14/11/2022	BOC LIMITED	Gas Cylinders - Depot & Medical Centre	M		201.07
EFT15733	14/11/2022	BREEZE PRINTING	Binding of Council Minutes 2017-2018	M		320.00
EFT15734	14/11/2022	BURGESS RAWSON (WA) PTY LTD	Water Usage 18/08/22-11/10/22 & Water Rates 01/09/22- 31/10/22 for Fowler St & Britt St	M		511.85
EFT15735	14/11/2022	CANINE CONTROL	Ranger Services - 24/10/22	M		672.10
EFT15736	14/11/2022	CBH GERALDTON	Return Bond	M		155.00
EFT15737	14/11/2022	CENTRAL REGIONAL TAFE	Forklift & Chainsaw Training – Depot Staff Members 18-19/10/22	M		884.10
EFT15738	14/11/2022	CHILD SUPPORT AGENCY	Payroll deductions	M		280.12
EFT15739	14/11/2022	CLEANPAK SOLUTIONS	Hand Dryer x 4 – Admin & Public Toilets	M		1,804.00
EFT15740	14/11/2022	COLIN MURRICE BRYANT	Travel for Ordinary Council Meeting - 20/10/22	M		217.82

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15741	14/11/2022	CORSIGN WA	Traffic Cone Orange with reflective sleeve & Trucks entering sign	M		642.40
EFT15742	14/11/2022	CRAMER & NEIL	Fix problem with air conditioning unit - PECC	M		1,686.74
EFT15743	14/11/2022	DANIEL KEVIN BRADFORD	Travel for Ordinary Meeting - 20/10/22	M		83.16
EFT15744	14/11/2022	GFG TEMP ASSIST	Project support – Caravan Park, Plant Replacement Program & Housing Project	M		10,665.26
EFT15745	14/11/2022	GLASS CO CLEAR QUALITY	Supply & Install Cyclone Rated Windows & Doors - Pavilion	M		81,249.30
EFT15746	14/11/2022	GRIFFIN VALUATION ADVISORY	30 June 2022 Valuation of Land, Building and Other Infrastructure Assets- Shire of Perenjori	M		16,940.00
EFT15747	14/11/2022	Greenfield Technical Services.	Setup & installation of the Shire's 6 x Traffic Counters	M		7,322.71
EFT15748	14/11/2022	HALLINAN REFRIGERATION & AIRCONDITIONING	Supply & Install 4 x Fujitsu Air Conditioners - Perenjori Hall	M		24,490.00
EFT15749	14/11/2022	HERRINGS COASTAL PLUMBING & GAS	Supply & Install new Rheem 50Lt Electric HWS - Admin Office	M		3,132.83
EFT15750	14/11/2022	I & J MCKAY	Supply of Rock 3360m3 - Solomon Rd	M		5,544.00
EFT15751	14/11/2022	INDEPENDENT RURAL PTY LTD	Wettasoil Professional Granular 1000kg - Perenjori Oval, Gas Bottles, Outside Staff uniforms, Supplies for Parks & Gardens	M		5,178.90
EFT15752	14/11/2022	INTEGRATED ICT	Monthly IT Subscriptions - October 22	M		8,748.49
EFT15753	14/11/2022	IT VISION	Renew SynergySoft & Universe Annual License Fees 01/07/22-30/06/23. SynergySoft Upgrade & Central Records Training – Admin Staff	M		45,977.16
EFT15754	14/11/2022	J'S HARDWARE & GIFTS	Hardware & Garden Supplies - September & October 22	M		4,611.40
EFT15755	14/11/2022	JOHN MORRIS T/A CATUA LAKE	Installed Satellite TV in New Caravan - Decoder, Cable & fittings, travel & labour	M		770.00
EFT15756	14/11/2022	JUDE Sutherland	Travel for Ordinary Meeting - 20/10/22	M		75.24

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15757	14/11/2022	LAURIE CHARLES BUTLER	26,500 Cube Mtrs of Gravel from Keogh Rd	M		43,725.00
EFT15758	14/11/2022	LEOPOLD CONTRACTING	Clearing and drain work - Rabbit Proof Fence Rd	M		2,945.25
EFT15759	14/11/2022	LESLIE DEREK HEPWORTH	Travel for Ordinary Meeting - 20/10/22	M		59.40
EFT15760	14/11/2022	LGIS	22/23 FY Insurance - 2nd Instalment	M		165,962.83
EFT15761	14/11/2022	MCDONALDS WHOLESALERS	Serviettes White Lunch 2PLY	M		4.65
EFT15762	14/11/2022	MCLEODS BARRISTERS AND SOLICTORS	Legal Fees for Lot 6 & 7 Fowler St, Perenjori	M		118.80
EFT15763	14/11/2022	MOORA GLASS SERVICE	Supply & Install Automatic Door - Admin Office Front Door	M		14,476.00
EFT15764	14/11/2022	MOORE AUSTRALIA (WA) PTY LTD	Strategic Resource Planning - Progressive account to 31/10/22	M		4,125.00
EFT15765	14/11/2022	MOOREVIEW PLANTS & TREES	11x Hibiscus Trees 35Lt - Parks & Gardens & Assorted Plants – 7 Hirshauer	M		1,092.00
EFT15766	14/11/2022	OAKSTAR ASSET PTY LTD	Installation of Footpaths for John St, Crossover Installations - Hirshauer St, Carport, Driveway & Footpath – 29 Timmings Gravel & Float Hire – Keogh Rd, Watson Rd, Bestry Rd. Hire Of Cat Dozer& Float – Perenjori Tip	M		143,236.60
EFT15767	14/11/2022	ON HOLD ON LINE	Monthly Message On Hold - November 22	M		77.00
EFT15768	14/11/2022	PERENJORI COMMUNITY RESOURCE CENTRE	Stationery Order for Admin Office & Depot Admin - September 22	M		376.04
EFT15769	14/11/2022	PERENJORI HOTEL	1 Ctn Great Northern, 3 Bottles of Oyster Bay	M		267.00
EFT15770	14/11/2022	PERENJORI MEDICAL CENTRE	Pre-employment Medical - Mathew King 18/10/22	M		350.00
EFT15771	14/11/2022	PERENJORI ROADHOUSE	Milk & Glad wrap - Admin Office	M		21.65
EFT15772	14/11/2022	PETER EGAN CARPENTRY	Reinstate damaged gutter & Supply install garden shed - Lot 48	M		8,024.50

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15773	14/11/2022	PT & LF & TG PARNHAM	Russell St. Removal of water pipe – Loading St 20,000 Cubic Mtrs of Gravel for Watson Rd - October 22	M		33,000.00
EFT15774	14/11/2022	R & K INSTALLATIONS	Remove skylight sheets, supply & fit new roof sheets - Business Incubator, Supply & fit downpipes to North rear corner & morning tea area - Depot	M		3,800.00
EFT15775	14/11/2022	REPCO AUTO PARTS	Filter & Oil - 1501PJ	M		585.22
EFT15776	14/11/2022	RJ & LJ KING	Tyres & Puncture Repairs – PJ1527, PJ1549, PJ1575, PJ1525, PJ1574, PJ1585	M		4,951.10
EFT15777	14/11/2022	ROSSITER & CO	Kebabs & Sausages x 50each - Shire Staff BBQ	M		168.50
EFT15778	14/11/2022	SHIRE OF CHAPMAN VALLEY	Town Planning Charges - July to September 22	M		4,281.75
EFT15779	14/11/2022	SHIRE OF MORAWA	OSH Reimbursement for Staffing Agreement - Richard Hawkins 01/09/22 - 26/10/22	M		4,691.48
EFT15780	14/11/2022	SUPAGAS	LPG 45kg Gas Bottle - Admin	M		347.03
EFT15781	14/11/2022	Sage & Berry	Black Table cloths x 10, Water Jugs x 10, Festoon Lights x 97m, Light Stands x 7, Pressed Tin Bar	M		355.00
EFT15782	14/11/2022	THE FEDERATION OF WESTERN AUSTRALIA POLICE AND COMMUNITY YOUTH CENTRES	Perenjori Public Benefit Trust - Round 20 Grant Funding - Blue Light Perenjori Laser Tag	M		18,480.00
EFT15783	14/11/2022	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges from State Library & Winc – September & October 22	M		222.09
EFT15784	14/11/2022	WALLIS COMPUTER SOLUTIONS	Firewall Upgrade, Service & Travel - Medical Centre	M		1,416.36
EFT15785	14/11/2022	WANO	Various Filters - PJ1527 & PJ1578	M		535.61
EFT15786	14/11/2022	WARWICK TRANT	Performance for Seniors and Volunteers Dinner - 26/10/22	M		350.00
EFT15787	14/11/2022	WINC AUSTRALIA PTY LIMITED	Meter Charges 27/09/22-24/10/22 & Stationery Order – Admin, Depot & Caravan Park	M		1,668.41

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15788	14/11/2022	WRIGHT SERVICES WA	Supply 12 x 2.4m long Domain Colorbond Fence Posts - Lot 159 & 160 John St, Perenjori	M		275.00
EFT15789	14/11/2022	ZED ELECT	Install new split system in lounge – Lot 48 Russell, 59 Hesford. Repair faulty light switch – Admin Office. Install hand dryer – Public toilets & Admin	M		9,998.89
EFT15790	24/11/2022	ACCWEST	Finalise 21-22 Financials, Adjust September 22 BAS, Site visit 10/10/22-14/10/22, Prep Audit Papers of revaluation of Infrastructure Assets - October 22	M		6,812.96
EFT15791	24/11/2022	AFGRI EQUIPMENT PTY LTD	1000hr Service - PJ1503 JD Grader. Parts & Supplies – Depot. Mower Deck JD BUC11055 – Caravan Park	M		5,311.85
EFT15792	24/11/2022	ANDREW FRASER	Travel for Ordinary Meeting - 17/11/22	M		28.35
EFT15793	24/11/2022	AQUATIC SERVICES WA PTY LTD	Repair Hair & Lint Pre-Pump Strainers - Swimming Pool	M		1,569.70
EFT15794	24/11/2022	AVON WASTE	Waste Collection - October 22	M		2,226.84
EFT15795	24/11/2022	BLUEHILL COURIERS	Freight charges for Reece, Wright fencing & Batavia E-Waste - October 22	M		246.40
EFT15796	24/11/2022	CANINE CONTROL	Ranger Services - 07/11/22	M		672.10
EFT15797	24/11/2022	CENTRAL REGIONAL TAFE	Operate & Maintain Chainsaws Training on 20/10/22 - N Connell, L Romeo & A Stephens	M		170.10
EFT15798	24/11/2022	CHILD SUPPORT AGENCY	Payroll deductions	M		560.22
EFT15799	24/11/2022	CLEANPAK SOLUTIONS	Cleaning Supplies - Swimming Pool, Latham Community Centre, Caravan Park/Village	M		1,038.28
EFT15800	24/11/2022	COLIN MURRICE BRYANT	Travel for Ordinary Meeting - 17/11/22	M		108.91
EFT15801	24/11/2022	CURLAN HOLDINGS PTY LTD	Contract Financial/Admin Services - 186.5hrs for 17/10/22-13/11/22	M		11,283.25
EFT15802	24/11/2022	DANIEL KEVIN BRADFORD	Travel for Ordinary Meeting - 17/11/22	M		41.58



**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15803	24/11/2022	ECOWATER SERVICES PTY LTD	Biomax C10 Routine Maintenance Service, Chlorine pack of 5, Biological Insecticide, REEFE RB90 Air Pump	M		727.40
EFT15804	24/11/2022	GERALDTON LOCK AND KEY SPECIALISTS	Cut Housing Keys x 50 - Shire Properties	M		346.50
EFT15805	24/11/2022	GERALDTON MOWER & REPAIR SPECIALIST	John Deere Star Gaitor Blade x 2 - Caravan Park	M		76.40
EFT15806	24/11/2022	GFG TEMP ASSIST	Town Hall Roof Project - 7.5 hours @ \$108.00/hr ex GST	M		1,663.20
EFT15807	24/11/2022	Greenfield Technical Services.	SPJ Preliminary Assessment - Karara Rd. Midwest Secondary Grain freight route Funding Project & Loading St Reconstruction Assessment & Engineering	M		11,302.50
EFT15808	24/11/2022	HERRINGS COASTAL PLUMBING & GAS	Repair faulty valve on HWS - Rooms 21 to 24 Caravan Park Village. Back flow device testing – Oval & Standpipe x 2. Installation of Dump Point at RV Parking site - Oval	M		1,137.21
EFT15809	24/11/2022	INDEPENDENT RURAL PTY LTD	Outside staff uniforms, Hinges for Depot shelving, Supplies for Parks & Gardens	M		2,504.77
EFT15810	24/11/2022	INDUSTRIAL AUTOMATION GROUP	Sim Card, Support Fees, Annual Cloud Access Fees for 6 months - Perenjori & Latham Standpipe	M		1,015.85
EFT15811	24/11/2022	JUDE Sutherland	Travel for Ordinary Meeting - 17/11/22	M		37.62
EFT15812	24/11/2022	KINGS WA PTY LTD	Excavator (Wet Hire) & Labour Hire - Solomon Rd	M		3,229.60
EFT15813	24/11/2022	LESLIE DEREK HEPWORTH	Travel for Ordinary Meeting - 17/11/22	M		29.70
EFT15814	24/11/2022	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	Report Writing for Local Government - Aluel Mading 21/11/22	M		1,070.00
EFT15815	24/11/2022	MCINTOSH & SONS	Shaft, Clip, Wiper Blade & Freight - PJ1563. Filters – PJ1563	M		1,076.61
EFT15816	24/11/2022	MITCHELL & BROWN	Remove old camera, replace with Temporary Camera, Replace Temporary Camera with Permanent Camera - Geoff Trott Park	M		386.16
EFT15817	24/11/2022	MOORE AUSTRALIA (WA) PTY LTD	Final progressive payment for Financial Management Review, Reg 17.	M		3,850.00

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15818	24/11/2022	MOOREVIEW PLANTS & TREES	Dietes Grandiflora 200mm x 24 Plants - Parks & Gardens	M		367.20
EFT15819	24/11/2022	MORAWA IGA	Bulk Bin Bags, Fluffy/Cuddly, Airwick, Fabric Powder, Dynamo Liquid for Caravan Park & Caravan Park Village - September & October 22	M		258.88
EFT15820	24/11/2022	NEW SIGNS	Caution: Honey Bees Sign	M		99.84
EFT15821	24/11/2022	PERENJORI COMMUNITY RESOURCE CENTRE	Catering for staff BBQ - Salad Bowl	M		68.00
EFT15822	24/11/2022	PERENJORI MEDICAL CENTRE	Pre-employment Medicals – Outstanding Medicals 2017 - 2020	M		3,719.20
EFT15823	24/11/2022	PERENJORI PRIMARY SCHOOL	2022 End of Year Awards Sponsorship for Endeavour, Aussie of the Year & Sportsmanship	M		350.00
EFT15824	24/11/2022	PERENJORI ROADHOUSE	Cleaning & food supplies – Admin, Depot, Caravan Park & Village September & October 22	M		1,180.22
EFT15825	24/11/2022	PETER EGAN CARPENTRY	Supply & Install new fence to damaged section - Netball Court Perimeter Fence	M		7,657.10
EFT15826	24/11/2022	RAMSAY CONSTRUCTIONS PTY LTD	EHO Services - October 22	M		1,210.00
EFT15827	24/11/2022	RAY WHITE GERALDTON	Annual Management Fees & Housing Inspections – 25 Properties	M		9,504.00
EFT15828	24/11/2022	REPCO AUTO PARTS	Fan Clutch & Radiator Cap - PJ1567. Fuse & fuse holder - 1EWS040	M		223.69
EFT15829	24/11/2022	RICK RYAN	Reimbursement for Evacuation Drill - October 22	M		169.08
EFT15830	24/11/2022	RJ & LJ KING	Tyre Repair - PJ1585, Tyre - PJ1549, Oil - PJ1500 & PJ1561	M		2,362.80
EFT15831	24/11/2022	SHIRE OF MORAWA	OSH Reimbursement for Richard Hawkins 27/10/22-09/11/22	M		987.68
EFT15832	24/11/2022	STEVE HUNTER AIRCONDITIONING & REFRIGERATION	Deposit for Pavilion Cool room	M		14,560.00
EFT15833	24/11/2022	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges for Winc & WANO - October 22	M		117.61

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
EFT15834	24/11/2022	TOTALLY WORKWEAR	Mustang stretch jeans x 5 - Outside Staff	M		252.10
EFT15835	24/11/2022	VIZONA PTY LTD	25% Deposit of Supply lighting - Solar Street Lighting	M		8,481.28
EFT15836	24/11/2022	WESTRAC PTY LTD	Blade x 2, Nut, Pin x 2, Washer x 2 - PJ1599	M		275.83
EFT15837	24/11/2022	WINC AUSTRALIA PTY LIMITED	Stationery order - Depot & Admin. Meter Charges March-April 22 Stationery Cupboard – Mechanic	M		1,906.72
EFT15838	24/11/2022	WRIGHT SERVICES WA	Replace approx. 9m of Storm Damaged Fence - 6 Livingstone St (Jo Page adjoining neighbour to Shire property)	M		2,160.00
EFT15839	24/11/2022	YOUNG MOTORS	70,000KM Service for 2PJ-2020 Nissan X-Trailer 4WD Auto DSL TS Series 2.	M		453.00
EFT15840	24/11/2022	ZED ELECT	Lot 78 Russell st - Ceiling fan replacement. Replace damaged Kitchen power point – Lot 159 John St	M		940.07
EFT15841	16/11/2022	SYNERGY	Electricity usage 24/10/21 - 18/10/22 - Lot 28 Livingstone St	M		2,018.02
EFT15842	16/11/2022	TELSTRA CORPORATION LIMITED	Telephone charges to 15/10/22 - Perenjori Fire Brigade	M		110.00
EFT15843	16/11/2022	SYNERGY	Electricity usage 17/08/22-18/10/22 - 38 Russell St	M		74.04
EFT15844	16/11/2022	TELSTRA CORPORATION LIMITED	Telephone charges - Perenjori Fire Brigade	M		55.00
EFT15845	17/11/2022	WATER CORPORATION	Water Usage 19/08/22-11/10/22 - 30 Fowler St	M		48.96
DD14070.1	01/11/2022	WESTNET	Monthly internet charge for Perenjori Shire, Museum, Library & Depot - November 22	M		285.85
DD14070.2	01/11/2022	NODE ONE	N1 Business Fibre - November 22	M		1,100.00
DD14080.1	02/11/2022	WATER CORPORATION	Water usage 18/08/22-11/10/22 - Standpipe, Depot, Admin, Museum, CRC, Caravan Park, Pavilion, Oval, Parks & Gardens	M		21,209.80
DD14082.1	03/11/2022	WATER CORPORATION	Water usage 16/08/22-12/10/22 - Latham Community Centre & Parks & Gardens for Latham	M		343.97

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
DD14084.1	04/11/2022	RMS (Aust) P/L	RMS Cloud and Support - November 22	M		482.90
DD14090.1	08/11/2022	AUSTRALIAN SUPER	Superannuation contributions	M		1,702.03
DD14090.2	08/11/2022	CBUS SUPER	Superannuation contributions	M		618.69
DD14090.3	08/11/2022	UNISUPER	Payroll deductions	M		973.57
DD14090.4	08/11/2022	PRIME SUPER PTY LTD	Superannuation contributions	M		303.32
DD14090.5	08/11/2022	ASGARD SUPER	Superannuation contributions	M		62.60
DD14090.6	08/11/2022	HESTA SUPER FUND	Superannuation contributions	M		327.21
DD14090.7	08/11/2022	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		316.92
DD14090.8	08/11/2022	ANZ SMART CHOICE SUPER	Superannuation contributions	M		1,356.65
DD14090.9	08/11/2022	THE RL & JMA RYAN SUPERANNUATION FUND	Superannuation contributions	M		796.16
DD14091.1	22/11/2022	AUSTRALIAN SUPER	Superannuation contributions	M		1,630.27
DD14091.2	22/11/2022	UNISUPER	Payroll deductions	M		973.57
DD14091.3	22/11/2022	PRIME SUPER PTY LTD	Superannuation contributions	M		303.32
DD14091.4	22/11/2022	ASGARD SUPER	Superannuation contributions	M		107.60
DD14091.5	22/11/2022	HESTA SUPER FUND	Superannuation contributions	M		276.31
DD14091.6	22/11/2022	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		281.70
DD14091.7	22/11/2022	ANZ SMART CHOICE SUPER	Superannuation contributions	M		1,356.65
DD14091.8	22/11/2022	THE RL & JMA RYAN SUPERANNUATION	Superannuation contributions	M		796.16

**Shire of Perenjori**  
**Local Government Act 1995**  
**Accounts for Payment for Month Ended 30<sup>th</sup> November 2022**

<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
		FUND				
DD14091.9	22/11/2022	AWARE SUPER	Payroll deductions	M		8,518.49
DD14094.1	07/11/2022	SYNERGY	Electricity usage from 18/08/22-17/10/22 - Admin, Public Toilets, Hall, Old Bankwest Building, Latham Community Centre & Housing	M		3,481.25
DD14094.2	07/11/2022	TELSTRA CORPORATION LIMITED	Main Account - Usage charges to 15/10/22	M		4,204.23
DD14097.1	08/11/2022	SYNERGY	Electricity usage 19/08/22-18/10/22 - Perenjori Oval & FM Tower	M		556.43
DD14099.1	10/11/2022	SYNERGY	Electricity usage from 17/08/22-18/10/22 - Housing, Parks & Gardens, Fire Station, Arts & Crafts, Depot, Masonic Lodge & Perenjori Oval	M		5,164.93
DD14101.1	11/11/2022	SYNERGY	Electricity usage 17/08/22-18/10/22 - Lot 58 Hesford	M		567.50
DD14105.1	14/11/2022	BANKWEST MASTERCARD	Purchases on Mastercard 24/09/22-24/10/22	M		2,717.15
DD14105.2	14/11/2022	REFUEL AUSTRALIA	Fuel Card Purchases for October 2022	M		37,919.43
DD14105.3	14/11/2022	SYNERGY	Electricity usage 15/09/22-20/10/22 – Caravan Park	M		3,103.47
DD14107.1	15/11/2022	SG FLEET AUSTRALIA PTY LIMITED	CESM FORD RANGER - Contract 988441 - 10/11/22-09/12/22	M		4,243.69
DD14107.2	15/11/2022	BOQ FINANCE (AUST) LTD	Ricoh MPC6004exSP - November 2022	M		156.83
DD14113.1	21/11/2022	SYNERGY	Electricity usage 17/08/22-22/10/22 - 11B Livingstone & 59 Hesford	M		655.61
DD14113.2	22/11/2022	SYNERGY	Electricity usage 25/09/22-24/10/22 - Street Lights & Electricity usage 24/10/21-18/10/22 - 28 Livingstone St	M		4,009.08
DD14113.3	23/11/2022	SYNERGY	Electricity usage 15/09/22-20/10/22 - Lot 53 Fowler St	M		1,673.83
DD14113.4	28/11/2022	SYNERGY	Electricity usage 19/08/22-18/10/22 - Loc 9521 Mullewa-Wubin Rd	M		117.36



Shire of Perenjori  
CREDIT CARD SUMMARY ONLY

Corporate Mastercard - 25 October - 23 November 2022- Nola Comerford Smith - MCCS

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
28-Oct	Facebook	Boost for Accountant Advert	Nola Comerford - MCCS	\$ 6.00
1-Nov	Crown Perth	LG Professional Conference - Accommodation, Meals & Parking - Nola Comerford	Nola Comerford - MCCS	\$ 847.14
1-Nov	Medical Director	Clinical Standard Subscription & Software - Perenjori Medical Centre	Rhiannon Young - Trainee	\$1,322.09
4-Nov	Crown Perth	LG Professional Conference - Accommodation, Meals & Parking - Nola Comerford	Nola Comerford - MCCS	\$ 350.45
7-Nov	Department of Transport	Local Authority Plate request from Christopher Helliwell - 1978PJ	Rhiannon Young - Trainee	\$ 200.00
9-Nov	Spotlight	Eco plates, sugarcane plates & wooden cutlery - Shire Christmas Party	Elinor Pitts - EA	\$ 113.87
9-Nov	Carwash on the Highway	Car Wash for 04PJ	Elinor Pitts - EA	\$ 20.20
9-Nov	Kmart	Christmas crackers - Shire Christmas Party	Elinor Pitts - EA	\$ 40.00
9-Nov	EG Group	Fuel for Courtesy Car while 04PJ was being serviced	Elinor Pitts - EA	\$ 15.23
10-Nov	Department of Transport	Trailer Registration - BSN250U	Nola Comerford - MCCS	\$ 100.00
11-Nov	Bunnings	Plants - Parks & Gardens	Lisa Romeo	\$ 54.96
14-Nov	Message Media	SMS Messaging Service	Nola Comerford - MCCS	\$ 140.80
17-Nov	Department of Transport	12 Months Registration - 1HMJ086 (John Deere Grader)	Michelle Desmond - CSO	\$ 82.85
18-Nov	Telstra Prepaid	New Sim Card - Caravan Park Office	Michelle Desmond - CSO	\$ 50.00
21-Nov	Department of Transport	Local Authority Plates - 141PJ	Michelle Desmond - CSO	\$ 200.00
21-Nov	Hawes Heritage	1 Year Corporate Membership	Nola Comerford - MCCS	\$ 102.00
<b>MCCS Corporate Credit Card Purchases for 25 October - 23 November 2022</b>				<b>\$3,645.59</b>

Shire of Perenjori  
CREDIT CARD SUMMARY ONLY

Corporate Mastercard – 25 October - 23 November 2022 – Paul Anderson - CEO

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
1-Nov	Crown Metropol	LG Professional Conference - Accommodation, Meals & Parking - Paul Anderson	Nola Comerford - M CCS	\$ 847.14
3-Nov	Ingogo Ltd	Transportation Fare - Paul Anderson	Paul Anderson - CEO	\$ 21.53
3-Nov	Swan Taxis	Transportation Fare - Paul Anderson	Paul Anderson - CEO	\$ 17.43
4-Nov	Crown Metropol	LG Professional Conference - Accommodation, Meals & Parking - Paul Anderson	Nola Comerford - M CCS	\$ 318.69
CEO Corporate Credit Card Purchases for 25 October - 23 November 2022				<b>\$1,204.79</b>
Total Payments of Corporate Credit Card				<b>\$4,850.38</b>
Interest & Other Charges				<b>\$ 0.18</b>
Grand Total				<b>\$4,850.56</b>





RECEIVED 30 NOV 2022



327BC3F 000041 (053N)

CARD ADMINISTRATOR  
SHIRE OF PERENJORI  
PO BOX 22  
PERENJORI WA 6620

Account Name SHIRE OF PERENJORI

Period 25 Oct 22 - 23 Nov 22

Facility Limit \$20,000

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

## YOUR ACCOUNT SUMMARY

Opening Balance	\$2,717.15
Purchases	\$4,850.38
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.18
Payments & Other Credits	\$2,717.15 CR
Closing Balance	\$4,850.56

## PAYMENT REQUIRED

Account Name	SHIRE OF PERENJORI
Account Number	5586 0290 5107 7410
Payment Due Date	13 Dec 22
Minimum Payment	\$97.01
For details on how to make payments please see over	

## YOUR CARDHOLDER ACTIVITY SUMMARY

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051077410		\$0.00	\$0.18	\$2,717.15 CR
ANDERSON, PAUL G	5586022001171920	\$15,000.00	\$1,204.79	\$0.00	\$0.00
COMERFORD, NOLA L	5586025801166792	\$5,000.00	\$3,645.59	\$0.00	\$0.00
TOTAL		\$20,000.00	\$4,850.38	\$0.18	\$2,717.15 CR

## YOUR INTEREST RATES

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash Advances	17.99% p.a.
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## YOUR TRANSACTION SUMMARY

Date	Description	Debit	Credit
28 OCT 22	FOREIGN TRANSACTION FEE	\$0.18	
14 NOV 22	PERIODICAL PAYMENTS 06		\$2,717.15
Total		\$0.18	\$2,717.15 CR



Account Number 5586 0220 0117 1920

Period 25 Oct 22 - 23 Nov 22

Monthly Spend Limit \$15,000

## SUMMARY OF YOUR SPEND

Purchases	\$1,204.79
Cash Advances & Balance Transfers	\$0.00

327BC3F 000041 (053N)

MR PAUL GREGORY ANDERSON  
SHIRE OF PERENJORI  
PO BOX 22  
PERENJORI WA 6620

## YOUR TRANSACTION SUMMARY

Date	Description			Debit	Credit
01 NOV 22	CROWN METROPOL PERTH	BURSWOOD	AUS	\$847.14	
03 NOV 22	INGOGO LTD	BURSWOOD	WA	\$21.53	
03 NOV 22	SWAN TAXIS PTY LTD	VICTORIA PARK	AUS	\$17.43	
04 NOV 22	CROWN METROPOL PERTH	BURSWOOD	AUS	\$318.69	
Total				\$1,204.79	\$0.00





Account Number 5586 0258 0116 6792

Period 25 Oct 22 - 23 Nov 22

Monthly Spend Limit \$5,000

327BC3F 000041 (053N)

MS NOLA LEANNE COMERFORD  
SHIRE OF PERENJORI  
PO BOX 22  
PERENJORI WA 6620

## SUMMARY OF YOUR SPEND

Purchases	\$3,645.59
Cash Advances & Balance Transfers	\$0.00

## YOUR TRANSACTION SUMMARY

Date	Description			Debit	Credit
28 OCT 22	ADS*BSZ2EGX262	FB.ME/ADS	IRL	\$6.00	
01 NOV 22	CROWN PERTH	BURSWOOD	AUS	\$847.14	
01 NOV 22	MEDICALDIRECTOR	HAYMARKET	NSW	\$1,322.09	
04 NOV 22	CROWN PERTH	BURSWOOD	AUS	\$350.45	
07 NOV 22	DEPARTMENT OF TRANSPOR	PERTH		\$200.00	
09 NOV 22	SPOTLIGHT 107	GERALDTON	WA	\$113.87	
09 NOV 22	CARWASH ON THE HIGHW	GERALDTON	WA	\$20.20	
09 NOV 22	KMART 1287	GERALDTON	AUS	\$40.00	
09 NOV 22	EG GROUP 4217	GERALDTON	AUS	\$15.23	
10 NOV 22	PERENJORI SHIRE	PERENJORI		\$100.00	
11 NOV 22	BUNNINGS 308000	GERALDTON		\$54.96	
14 NOV 22	MESSAGEMEDIA	MELBOURNE	AUS	\$140.80	
17 NOV 22	PERENJORI SHIRE	PERENJORI		\$82.85	
18 NOV 22	TELSTRA PREPAID	MELBOURNE		\$50.00	
21 NOV 22	DEPARTMENT OF TRANSPOR	PERTH		\$200.00	
21 NOV 22	HAWES HERITAGE INC	GERALDTON	WA	\$102.00	
Total				\$3,645.59	\$0.00

**From:** [Naomi & Nic Jennings](#)  
**To:** [Aluel Mading](#)  
**Subject:** Request for Continued Sponsorship of the Perenjori 360  
**Date:** Tuesday, 29 November 2022 5:45:01 PM

---

Hi Aluel,

Offroad racing WA Inc would like to request that the Shire continue the sponsorship of the Perenjori 360 in 2023.

It was agreed in March 2022 that the Shire would be continuing the sponsorship, however we understand that this needs to be reviewed with the changes in staffing that has occurred since this time.

Off Road Racing WA INC has had a sponsorship relationship with the Shire of Perenjori since March 2014 when Perenjori became the home of the annual Rod Hatter Memorial Perenjori 360. During the 7 years that our club has been fortunate enough to be coming to Perenjori and running our event we have had the pleasure of working with the Shire, Police, Ambulance & Fire services, property owners, local businesses & community groups to form relationships that has blossomed into friendships and allowed us to provide benefits to the local community. We consider Perenjori to be our home away from home and love returning to see our friends every year.

Each year the Shire has provided sponsorship in the form of use of the REC Centre, oval and stock yards at no charge and by providing extra bins for the rubbish and cleaners for the REC Centre. The shire also allows us to store our track marking equipment for the event at the works depot.

In return the club brings between 200 – 400 people to town for the 3 day event.

The caravan park is always heavily booked by those that prefer powered sites and accommodation, the Pub has increased sales with meals, drinks & accommodation, the weekend is the biggest event of the year for the Sporting club, the services station benefits from increased patronage and the ordering of officials lunches as does the local café. We buy fencing supplies and gift vouchers for property owners for from the local rural supplies. The P&C, playgroup, ambulance, blue light fund and other community groups have all benefited from using the event as a fundraising opportunity by providing catering to the visitors or running raffles or having a donation tin at the swimming pool.

3 years ago the CDO at the time conducted a survey with all the local businesses to see if the event was of financial benefit and all business involved advised it was and reported increased turnover for the event each year.

We are an Incorporated non for profit organisation and this is the only event we hold.

Please let us know if you require any further information. We appreciate the Shires consideration of this matter.

Kind regards

Naomi Jennings

Co-Treasurer

Off Road Racing WA Inc.





# **Memorandum Of Understanding**

Shire of Perenjori  
56 Fowler St  
Perenjori WA 6620  
and

Latham Golf and Bowling Club  
Summers Rd  
LATHAM WA 6616

Date \_\_\_\_\_ of \_\_\_\_\_ 2022

### Parties

1. Shire of Perenjori (ABN 68 267 899 822), of 56 Fowler St, Perenjori WA 6620
2. Latham Golf and Bowling Club (ABN 22 893 285 609) of Summers Rd, Latham WA 6616

### Summary

This Memorandum of Understanding (**MoU**) sets out the framework against which the Shire of Perenjori and the Latham Golf and Bowling Club will consider ongoing financial support from the Shire of Perenjori to the Latham Golf and Bowling Club.

The Shire of Perenjori is a local government entity with regulations pursuant to the *Local Government Act (WA) 1995* and the *Local Government (Functions and General) Regulations (WA) 1996*.

The Latham Golf and Bowling Club is a community sporting group which operates between the months of April and September (Golf), and October and March (Bowls), and has a current membership of **XXX**.

## **1. General Principles**

The general principles of this MoU are as follows:

- 1.1 The parties acknowledge that this MoU:
  - (a) is not intended to be legally binding; and
  - (b) does not create any legal relationship between the parties.
- 1.2 It is the intention of both parties to fulfil their own responsibilities to comply with health, safety and environmental requirements during the term of this MoU.

## **2. Confidential Information**

- 2.1 All information disclosed by one party to the other, other than that which is in the public domain, will remain confidential and will only be used for the purposes expressed in this MoU. Such information shall not be revealed to third parties without prior written consent of the other party.

## **3. Areas of Collaboration**

- 3.1 For the duration of this MoU, the Latham Golf and Bowling Club will:
  - (a) provide the Shire of Perenjori with the Latham Golf and Bowling Club's up-to-date executive committee contact details no later than one (1) week following an Annual General Meeting.
  - (b) provide the Shire of Perenjori with the Latham Golf and Bowling Club's annual financial statement no later than one (1) week following an Annual General Meeting.
  - (c) annually provide the Shire of Perenjori with a scope of works for a financial year prior to March of each year of the Term, detailing the amount of financial support required by the Latham Golf and Bowling Club up to a value of \$12,500 (twelve thousand, five hundred dollars) for the purposes of upkeep of the Latham Golf and Bowling grounds.
- 3.2 For the duration of this MoU, the Shire of Perenjori:
  - (a) may consider annual budget allocation, the amount being dependent on requirements specified by the Latham Golf and Bowling Club and agreed on by the Shire of Perenjori, up to a value of \$12,500 (twelve thousand, five hundred dollars).



#### 4. Term, Termination and Variation

- 4.1 This MoU will come into effect on the date of the last signature (**Commencement Date**) and will remain in effect for three (3) calendar years after the Commencement Date (**Term**), unless:
- (a) this MoU is modified or superseded earlier by the mutual written consent of both parties in accordance with Clause 6.2 of the MoU; or
  - (b) this MoU is terminated by either party giving at least three (3) months' written notice to the other party that it does not wish to proceed with the relationship between the parties.
- 4.2 This MoU can be varied or modified by a further MoU or agreement in writing between the parties.

#### 5. Execution

Signed on behalf of  
**Shire of Perenjori**

Signed on behalf of  
**Latham Golf and Bowling Club**

---

Paul Anderson  
**CHIEF EXECUTIVE OFFICER**

---

Bradley Hirsch  
**CHAIRPERSON**



# **Memorandum Of Understanding**

Shire of Perenjori  
56 Fowler St  
Perenjori WA 6620  
and  
Perenjori Bowls Club  
PO Box 64  
PERENJORI WA 6620

Date \_\_\_\_\_ of \_\_\_\_\_ 2022

### Parties

1. Shire of Perenjori (ABN 68 267 899 822), of 56 Fowler St, Perenjori WA 6620
2. Perenjori Bowls Club (ABN 62 409 426 014) of Mullewa Wubin Rd, Perenjori WA 6620

### Summary

This Memorandum of Understanding (**MoU**) sets out the framework against which the Shire of Perenjori and the Perenjori Bowls Club will consider ongoing financial support from the Shire of Perenjori to the Perenjori Bowls Club.

The Shire of Perenjori is a local government entity with regulations pursuant to the *Local Government Act (WA) 1995* and the *Local Government (Functions and General) Regulations (WA) 1996*.

The Perenjori Bowls Club is a community sporting group which operates between the months of October and March and has a current membership of 21.

## **1. General Principles**

The general principles of this MoU are as follows:

- 1.1 The parties acknowledge that this MoU:
  - (a) is not intended to be legally binding; and
  - (b) does not create any legal relationship between the parties.
- 1.2 It is the intention of both parties to fulfil their own responsibilities to comply with health, safety and environmental requirements during the term of this MoU.

## **2. Confidential Information**

- 2.1 All information disclosed by one party to the other, other than that which is in the public domain, will remain confidential and will only be used for the purposes expressed in this MoU. Such information shall not be revealed to third parties without prior written consent of the other party.

## **3. Areas of Collaboration**

- 3.1 For the duration of this MoU, the Perenjori Bowls Club will:
  - (a) provide the Shire of Perenjori with the Perenjori Bowls Club's up-to-date executive committee contact details no later than one (1) week following an Annual General Meeting.
  - (b) provide the Shire of Perenjori with the Perenjori Bowls Club's annual financial statement no later than one (1) week following an Annual General Meeting.
  - (c) annually provide the Shire of Perenjori with a scope of works for a financial year prior to March of each year of the Term, detailing the amount of financial support required by the Perenjori Bowls Club up to a value of \$6,250 (six thousand, two hundred and fifty dollars) for the purposes of upkeep of the Perenjori Bowls greens.
- 3.2 For the duration of this MoU, the Shire of Perenjori:
  - (a) may consider annual budget allocation, the amount being dependent on requirements specified by the Perenjori Bowls Club and agreed on by the Shire of Perenjori, up to a value of \$6,250 (six thousand, two hundred and fifty dollars).

#### 4. Term, Termination and Variation

- 4.1 This MoU will come into effect on the date of the last signature (**Commencement Date**) and will remain in effect for three (3) calendar years after the Commencement Date (**Term**), unless:
- (a) this MoU is modified or superseded earlier by the mutual written consent of both parties in accordance with Clause 6.2 of the MoU; or
  - (b) this MoU is terminated by either party giving at least three (3) months' written notice to the other party that it does not wish to proceed with the relationship between the parties.
- 4.2 This MoU can be varied or modified by a further MoU or agreement in writing between the parties.

#### 5. Execution

Signed on behalf of  
**Shire of Perenjori**

Signed on behalf of  
**Perenjori Bowls Club**

---

Paul Anderson  
**CHIEF EXECUTIVE OFFICER**

---

Dene Solomon  
**CHAIRPERSON**



**Government of Western Australia**  
**Department of Communities**

Our Ref: 2022/23763  
Enquiries: Hema Krishnan  
Telephone: 0412 918 075  
Email: [SHERGMailbox@communities.wa.gov.au](mailto:SHERGMailbox@communities.wa.gov.au)

Nola Comerford-Smith  
Manager Corporate and Community Services  
Shire of Perenjori  
56 Fowler St  
Perenjori, WA 6620

Sent via email: [mccs@perenjori.wa.gov.au](mailto:mccs@perenjori.wa.gov.au)

Dear Ms Comerford-Smith,

On 6 April 2022 you received notification that your application for funding under the Social Housing Economic Recovery Package (SHERP) Grants Program Workstream 1 – New Builds was deemed suitable and eligible for future funding. Due to the high number of quality applications received through the SHERP Grants Program Workstream 1 – New Builds, additional funding has now been confirmed to support those projects deemed suitable and eligible, to form part of SHERP Grants New Builds – Round 2.

Given some time has passed since April 2022, I understand the SHERP Grants Program team reached out to your organisation via a phone call and email on 11 November 2022 to confirm whether you believed your new build project is still viable. Based on this advice, I am pleased to inform you that one Shire of Perenjori (ABN: 68267899822) application for Round 2 funding has been conditionally approved by the Department of Communities (Communities), in the amount of \$878,702.00

This Round 2 funding is subject to your project/s still being financially viable, able to proceed at your proposed land location and able to reach practical completion by December 2025. Your organisation will also be required to provide:

- confirmed costings,
- plans and updated project timelines; and
- proof of secured land option.

Please find attached to this letter details of the project and a Grant Agreement template for your consideration. The funding is conditional on the execution by Shire of Perenjori of a Grant Agreement in the form attached and on terms and conditions acceptable to both you and Communities. Officers from the SHERP Grants Program team will contact you shortly to progress and finalise the agreement.

A financial returnable schedule and project timeline template is attached to this letter to be completed and returned to [SHERGMailbox@communities.wa.gov.au](mailto:SHERGMailbox@communities.wa.gov.au) by 16 December 2022.

This letter, and the information contained in it, (including the attached grant agreement and any negotiations as to its terms and conditions), is confidential information for the purposes of clause 17 of the attached grant agreement. All information contained in this letter should only be disclosed to third parties with the prior consent of Communities.

Should you require any additional information regarding this matter, please contact Ms Hema Krishnan, Project Manager, on 0412 918 075 or email [SHERGMailbox@communities.wa.gov.au](mailto:SHERGMailbox@communities.wa.gov.au).



Government of **Western Australia**  
Department of **Communities**

I wish you well with these worthwhile new builds and thank you again for your participation.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Di Giacomo'.

Anthony Di Giacomo  
Project Director, Construction & Capital Grants  
Housing & Assets  
**Department of Communities**  
11 November 2022



Government of **Western Australia**  
Department of **Communities**

**ANNEXURE A**

**Shire of Perenjori**

Number of Applications Funded: 1

Total Funding Amount: \$878,702.00

Application ID	Address	Suburb	Postcode	Property Type (No. of Dwellings)	Cohort	Region	Project Details	Funding Amount Approved
DOC_SHERP00003NB1	42 Russell St	Perenjori	6620	Unit (2)	Seniors	Midwest Gascoyne	The Shire will build 2 purpose built social houses targeted towards the aged demographic in Perenjori. There is no social housing available in Perenjori and community members must rely on family or move to Perth which is the closest location with available social housing. The development will consist of two aged units each with 2 bedrooms and 1 bathroom. The units will be standalone which will allow occupants to live independently.	\$878,702.00





# Grant Agreement

## SHERP Grants - New Builds

Housing Authority  
(**Grantor**)

Shire of Perenjori  
(**Organisation**)

# Details

---

Date 15/12/2022

## Parties

Name The Housing Authority, a body corporate constituted under the *Housing Act 1980* (WA) operating within the Department of Communities, on behalf of the State of Western Australia.

Short form name **Grantor**

Address: 5 Newman Court, Fremantle, Western Australia, 6160

Contact Attention: Anthony Di Giacomo  
Project Director, Priority Projects  
Housing and Assets

Name Shire of Perenjori – ABN 68 267 899 822

Short form name **Organisation**

Address: 56 Fowler Street, Perenjori WA 6620

Contact Attention: Nola Comerford  
Manager Corporate and Community Services

## Background

- A** The State of Western Australia, under its “Social Housing Economic Recovery Package Grants Program”, is making funding available to eligible organisations for the purpose of constructing new dwellings to increase the Social Housing stock.
- B** The Grantor and the Organisation have a shared commitment to Social Housing, and they recognise that a shared partnership approach will deliver improved social, cultural, environmental and economic outcomes for the community.
- C** The Grantor’s role is to administer, coordinate and deliver the Program.
- D** The Organisation is a Local Government Authority and an eligible entity under the Guidelines which has applied to the Grantor for financial assistance to undertake the Activities under the Program.
- E** The Grantor has agreed to provide financial assistance, in the form of the Grant Funds, to the Organisation for the Approved Purpose.
- F** The Organisation is required to be accountable for the Grant Funds that it receives from the Grantor.
- G** The payment of the Grant Funds by the Grantor to the Organisation is made on and subject to the terms and conditions set out in this Agreement.

# Agreed terms

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## 1. DEFINED TERMS AND INTERPRETATION

### 1.1 Defined terms

In this Agreement, unless the context otherwise requires:

**Acquittal** means when the Organisation has expended the Grant Funds and provided to the Grantor the reports and financial information required in accordance with clause 12.6 and the Grantor has confirmed to the Organisation that such reports and financial information are satisfactory to the Grantor.

**Activity** means the works to be undertaken and completed, with the Grant Funds, as specified in Item 2 of Schedule 1.

**Agreement** means this agreement, including its background and any schedules or annexures and any other document referenced or incorporated into this agreement.

**Agreement Date** means the date on which the last Party to sign, signs this Agreement.

**Approvals** means all approvals, permits, licences or consents of any Governmental Agency which are required in connection with the Works or to enable the occupation or use of the Dwellings in accordance with the requirements of this Agreement.

**Approved Purpose** means the purpose or purposes set out in Item 1 of Schedule 1.

**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants and who is independent from the Organisation.

**Auditor General** means the Auditor General for the State of Western Australia.

**Base and Frame** means the stage of construction of the Works whereby the concrete slab, footings and the rudimentary structure are in place.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Community Housing** means subsidised rental housing owned by, or under the legal control of, Community Housing Organisations or Local Government Authorities and provided to low or very low-income households.

**Community Housing Organisation** means a not for profit organisation which is a Community Housing Provider registered under the Grantor's "Community Housing Regulatory Framework".

**Community Housing Provider** means a not-for-profit organisation incorporated under the law of the Commonwealth of Australia or the State of Western Australia, or a Local Government Authority, whose primary objective is to provide Community Housing.

**Construction Contract** means the contract between the Organisation and the Contractor for the construction of the Works.

**Contractor** means the person or entity which the Organisation has engaged under a Construction Contract for the performance of the Works.

**Copyright Act** means the *Copyright Act 1968* (Cth).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Crisis Accommodation** means short to medium term housing for people who are homeless, are at risk of homelessness, or experiencing crisis including, but not limited to, women with or without children escaping domestic violence, youth at risk, or for drug and alcohol, medical or mental health treatment.

**Defect Liability Period** means the defect liability period as defined in the Construction Contract.

**Dwellings** means those residential units, houses, villas or apartments which are to be constructed for use as Social Housing as part of the Activity and includes improvements such as carparking, landscaping and fencing.

**Existing Material** means a work (as defined in the Copyright Act), product or other material created prior to the commencement of the Term or created during the Term but outside the scope of this Agreement (including any subsequent modifications to such work, product or other material) and where:

- (a) the Intellectual Property Rights in the work, product or other material are not owned by the Grantor or the Crown in right of the State of Western Australia; and
- (b) the work, product or other material is required specifically for, or in connection with, the Activities.

**Final Financial Report** has the meaning given in Schedule 4.

**Financial Acquittal Report** has the meaning given in Schedule 4

**Governmental Agency** means, in respect of the relevant sovereign state, any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible Minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether Federal, State, Territorial or local, statutory or otherwise, anywhere in the world.

**Grant Funds** means the amount specified in Item 1 of Schedule 2.

**Guidelines** means the SHERP Grant Guidelines – New Builds, which are the guidelines for applications for the Program.

**Intellectual Property Rights** means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential; and
  - (b) any application or right to apply for registration of any of those rights,
- but does not include Moral Rights.

**Land** means the land on which the Activities are to be undertaken (and the Dwellings are to be constructed), as described in Item 6 of Schedule 1.

**Law** includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgement, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling, by-law, town planning scheme, building code or guideline of any Governmental Agency.

**Local Government Authority** means a local government as defined in the *Local Government Act 1995* (WA).

**Lock Up** means the stage of construction of the Works whereby the following is achieved:

- (a) all external doors and windows are installed;

- (b) if part of the design, all external walls are rendered (not including painting or texturing;
- (c) first fitting of plumbing pipes and electrical wiring is completed (not functional); and
- (d) internal walls are plastered and ceilings installed.

**Moral Rights** has the same meaning as in the Copyright Act.

**New Material** means anything created by the Organisation under this Agreement utilising the Grant Funds and in which Intellectual Property Rights subsist.

**Party** means the Grantor or the Organisation, as the context requires, and **Parties** means both of them.

**Policies** means the Grantor's policies listed in Item 5 of Schedule 1 as updated and/or amended by the Grantor from time to time, and any new policies adopted by the Grantor from time to time and advised to the Organisation in writing.

**Program** means the Grantor's SHERP grants program under which the Organisation will utilise and apply the Grant Funds to undertake and deliver the Activities.

**Public Housing** means subsidised rental housing owned and operated by the Grantor, only available to very low to low income households.

**SHERP** means the Social Housing Economic Recovery Package which is a housing stimulus package and establishes the Grant Funds for the Program.

**Social Housing** means subsidised rental housing for low income households where tenants pay no more than 25% of their income on rent and includes both Public Housing and Community Housing.

**Practical Completion** means the date upon which the Works are certified as having reached practical completion under the Construction Contract.

**Term** means the period specified in Item 3 of Schedule 1.

**Works** means the works required for the design, development, construction, completion and commissioning of the Dwellings and related improvements on the Land (including carparking, landscaping and fencing), the scope of which is set out in Schedule 3 of this Agreement.

## 1.2 Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

- (a) words importing the singular include the plural and *vice versa*;
- (b) words importing any gender include the other gender;
- (c) a reference to persons includes a firm, company, partnership, joint venture, association, corporation or other body corporate or a Governmental Agency;
- (d) a reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (e) a reference to a clause or Schedule is to a clause in or Schedule to this Agreement;
- (f) a reference to A\$, \$A, dollar or \$ is to Australian currency unless otherwise stated;
- (g) a reference to any legislation or to any section or provision includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued there under for the time being in force and having jurisdiction in Western Australia;

- (h) where the day on which or by which any act, matter or thing is to be done under this Agreement is not a Business Day, that act, matter or thing will be done on the immediately following Business Day;
- (i) a word or expression defined in the Corporations Act has the meaning given to it in that Act;
- (j) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions;
- (k) this Agreement shall be interpreted, applied and will take effect as a contract made in Western Australia;
- (l) the contents of the Schedules to this Agreement are hereby deemed to be provisions of this Agreement and are enforceable in accordance with its terms;
- (m) the Parties shall at all times observe, conform and comply with the provisions of all applicable Laws, legislation, rules, regulations and by-laws of the Commonwealth of Australia, the State of Western Australia and any relevant Local Government as amended from time to time;
- (n) to the extent that any applicable Law, legislative provision, rule, regulations or by-law referred in clause 1.2(m) is inconsistent with this Agreement, the former shall prevail to the extent of the inconsistency;
- (o) nothing in this Agreement shall be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association or agency for any purpose;
- (p) the rights and obligations of the Parties shall be neither joint nor joint and several;
- (q) subject to its provisions, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns who become Parties under the terms of this Agreement; and
- (r) this Agreement replaces any previous agreement or contract between the Parties in relation to the Approved Purpose.

## 2. PAYMENT OF GRANT FUNDS

- (a) Subject to this clause 2 and all of the other terms and conditions of this Agreement, the Grantor will pay to the Organisation the Grant Funds in accordance with the payment schedule specified in Item 6 of Schedule 2.
- (b) The Grant Funds are fixed for the duration of the Term of the Agreement.
- (c) Notwithstanding anything to the contrary in the payment schedule specified in Item 6 of Schedule 2 and without limiting the Grantor's other rights under this Agreement, the Grantor may, in its sole and absolute discretion and at any time and from time to time:
  - (i) elect to change the frequency of payment of any unpaid Grant Funds from milestone instalments to periodic timeframe based instalments (in which case, the amount of each unpaid instalment shall be adjusted accordingly) and, if it makes such an election, it may subsequently elect to revert to paying the Grant Funds by milestone instalments; and
  - (ii) withhold payment to the Organisation of a milestone instalment(s) (or, if the Grantor has made an election under clause 2(c)(i), a periodic timeframe based instalment(s)) if, in the Grantor's opinion, the Organisation has failed (or there is a likelihood or risk that the Organisation will or may fail) to observe, perform or comply with its obligations under this Agreement (or any of them) (and irrespective of whether any prior notice of such non-performance, non-compliance or failure has been given to the Organisation).

- (d) If the Grantor makes a withholding under clause 2(c)(ii), the Grantor is only required to release the withheld funds to the Organisation upon being satisfied (in its sole and absolute discretion) that the failure (or risk or likelihood of failure) has been rectified or no longer exists.

### **3. DURATION OF THE AGREEMENT**

This Agreement will be for the Term unless earlier terminated by the Grantor under this Agreement or varied by the Parties' mutual agreement.

### **4. OBLIGATIONS OF ORGANISATION**

#### **4.1 Agreement to terms and conditions**

The Organisation agrees to be bound by and to comply with all of the terms and conditions which are, by this Agreement, to be observed or performed by the Organisation (including, without limitation, those in this clause 4) in consideration of the Grantor's agreement to enter into this Agreement and to pay to the Organisation the Grant Funds on the terms and conditions set out in this Agreement.

#### **4.2 Use of Grant Payment**

- (a) The Organisation will use the Grant Funds solely for the Approved Purpose.
- (b) The Organisation must not use or apply any of the Grant Funds on or in connection with any of the matters, things or expenses set out in Item 2 of Schedule 2.

#### **4.3 No Changes**

The Organisation will not make any changes to the Approved Purpose without the Grantor's prior written consent.

#### **4.4 No Endorsement**

The Organisation agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any of the Activities to be performed by the Organisation including, without limitation, of the suitability of the Dwellings for any particular purpose or their compliance with any Laws.

#### **4.5 Request for Information**

The Organisation is to provide the Grantor with any documents or information relating to this Agreement, the Activities or Dwellings within 10 Business Days of receiving such a request from the Grantor.

#### **4.6 Accounts and Reporting**

Without limiting clause 12.6, the Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

#### **4.7 Special Conditions of Grant**

- (a) The Organisation agrees to comply with the special conditions (if any) specified in Item 4 of Schedule 1.
- (b) To the extent there is any inconsistency between the terms and conditions of this Agreement and those special conditions, those special conditions shall prevail to the extent of such inconsistency.

#### **4.8 General Undertaking of Organisation**

- (a) In carrying out the Activities, the Organisation must at all times:
  - (i) duly and punctually perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its

ability to do so in a material way including a potential or actual conflict of interest that could reasonably be perceived by others to have arisen, that may restrict it from undertaking the Activity in a fair and independent way;

- (ii) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
  - (iii) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of, deal with or encumber any of its rights, entitlements and powers or obligations under this Agreement;
  - (iv) comply with all State and Commonwealth laws, rules, regulations and by-laws and in particular, take all reasonable actions to ensure that no fraud occurs;
  - (v) comply with any codes of ethics, regulations or other industry standards applying to or in any way relevant to the Activity including any Policies of the Grantor;
  - (vi) promptly pay all taxes, duties and government charges imposed in Australia or overseas in connection with this Agreement;
  - (vii) cooperate fully with the Grantor in the administration of this Agreement;
  - (viii) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Land and to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor and Auditor General in order to verify the Organisation's compliance with this Agreement; and
  - (ix) do all things reasonably necessary and necessarily incidental for the proper performance of the Organisation's obligations under this Agreement.
- (b) The Organisation must:
- (i) promptly notify the Grantor of any dispute which arises under the Construction Contract, and (without limitation) must provide the Grantor with a copy of any default or termination notices which are served or delivered under or in connection with the Construction Contract or under any Laws relating to security of payments by either the Organisation or the Contractor;
  - (ii) keep the Grantor informed as to the progression and/or resolution of, and promptly answer all queries raised by the Grantor with respect to, any such dispute.

#### **4.9 Activity**

- (a) Further to clause 4.2, the Organisation will undertake and complete the Activities, using the Grant Funds, by the latest date specified in Item 1 of Schedule 3.
- (b) In performing the Activities, the Organisation must at all times:
  - (i) perform, and must ensure that its officers, employees, contractors, agents and volunteers perform, the Activities with the due skill, care and diligence expected of a properly qualified, competent, professional contractor experienced in carrying out activities of a similar size, scope and complexity as the Activities;
  - (ii) obtain and keep current all required Approvals;
  - (iii) perform the Activities and bring them to completion in a timely manner and, in any event, prior to the latest date specified in Item 1 of Schedule 3;
  - (iv) ensure that the Activities comply with the requirements of all Approvals, applicable legislation, statutory instruments, codes, statutory authorities, persons acting with statutory authority and all relevant mandatory Australian Standards applicable to the Activities, are constructed with new and good quality materials and otherwise comply with all standards of quality as may reasonably be required by the Grantor;



- (v) comply with all reasonable directions given by the Grantor to the Organisation in connection with the performance of the Activities;
- (vi) notify the Grantor immediately it becomes aware of the existence or likelihood of any claim, demand or proceedings arising out of or in connection with its performance of the Activities;
- (vii) promptly notify the Grantor if there is a lack of information or authority or any other cause beyond the Organisation's reasonable control, which is hindering the Organisation's performance of the Activities;
- (viii) comply with all Laws relating to occupational health, safety and security;
- (ix) ensure that all rubbish and excess materials resulting from the performance of the Activities are removed from the Land, and that the Land is not left in an unclean or untidy state as a result of the performance of the Activities;
- (x) do everything reasonably necessary to ensure that no injury, damage or death is occasioned to any person and that no damage is occasioned to any property as a result of the performance of the Activities;
- (xi) not cause any nuisance or public disturbance in the performance of the Activities; and
- (xii) avoid any unnecessary interference with the passage of people or vehicles on the Land during the course of performance of the Activities.

#### **4.10 Variation to Activity**

- (a) If the scope of the Works (including as to the number or configuration of the Dwellings or other improvements to be constructed on the Land) or timing for the completion of the Works is likely to change, or has changed, including without limitation due to any conditions or requirements of any Governmental Agencies or a change in construction costs, the Organisation must immediately give the Grantor notice of, and seek the Grantor's consent (in its sole discretion) to, that change.
- (b) The Grantor will evaluate the proposed change (in accordance with any Policies which it has in place at the relevant time) and:
  - (i) if it approves the change, the change will not be deemed to be a breach of this Agreement by the Organisation; and
  - (ii) if it does not approve the change, the Grantor may exercise its rights under clause 12.
- (c) Notwithstanding anything to the contrary in this clause and despite the Grantor's approval of any change, the amount of the Grant Funds is fixed and will not be increased.

#### **4.11 Notification of Changes**

- (a) The Organisation must immediately notify the Grantor upon the occurrence of any of the following events:
  - (i) the appointment of a new director(s), the removal of any director(s) or any other change to the Organisation's board of directors or other governing body;
  - (ii) any change to the Organisation's rule book or other constituent documents; or
  - (iii) if there is any issue with the manner in which the Organisation is being run or operated.

### **5. REPAYMENT AND RETENTION OF GRANT FUNDS**

- (a) The Organisation must repay to the Grantor any funds that the Grantor has paid to the Organisation under this Agreement (including any GST paid by the Grantor on

such funds) which are not used strictly in accordance with this Agreement, unless there has been written agreement otherwise between the Parties.

- (b) If the Organisation must pay any amount pursuant to clause 5(a):
  - (i) it must do so within 20 Business Days after the Grantor provides a notice in writing to the Organisation; and
  - (ii) it must pay interest on the amount from the end of the 20 Business Days until the date of repayment (and interest is calculated at the general interest rate as specified in section 8AAD of the *Taxation Administration Act 1953* (Cth) on a daily compounding basis); and
  - (iii) the Grantor may recover the amount and any interest from the Organisation as a debt due to the Grantor.
- (c) The Grantor can recover all or any of the amount and interest by deducting it from subsequent Grant Funds it is required to pay the Organisation under this Agreement.

## 6. LIMITATION OF LIABILITY

- (a) The Grantor does not accept any responsibility or liability for the success or otherwise of the Program or Approved Purpose or Activity and is not liable for any losses, costs or expenses which may be suffered by the Organisation in undertaking the Activity or (once the Activity is completed) in connection with the occupation or use of the Dwellings.
- (b) The Organisation will indemnify the Grantor against the following:
  - (i) all liability; and
  - (ii) all losses, costs, and expenses (including those set out in clause 6(c) if caused by the circumstances set out in clause 6(d),  
  
suffered or incurred by the Grantor under, arising out of or in connection with or in relation to this Agreement, the Approved Purpose, the Activities, the Dwellings or anything done or omitted to be done by the Organisation under this Agreement.
- (c) The losses, costs, and expenses against which the Organisation indemnifies the Grantor include:
  - (i) loss of or damage to the Grantor's property; and
  - (ii) loss or expense in dealing with any claim against the Grantor (including legal costs on a solicitor/own client basis, the cost of time spent, resources used and disbursements paid).
- (d) For the purposes of clauses 6(b) and 6(c), the Organisation indemnifies the Grantor in circumstances where the Grantor's liability, loss, cost or expense was caused by:
  - (i) the Organisation's or that of its officers', employees', agents', contractors' or volunteers' act or omission in carrying out this Agreement, but only where it was, or they were, at fault; or
  - (ii) a breach of this Agreement by the Organisation.
- (e) The Organisation's liability to indemnify the Grantor under this clause 6 is reduced proportionately to the extent that the Grantor's own (or that of its officers', employees', agents', volunteers' or contractors') fault or omission caused its loss.
- (f) The Grantor's right to be indemnified under this clause 6 is a continuing indemnity and is in addition to any other remedy it has at law or under this Agreement. However, it is not entitled to be compensated for more than its actual loss.
- (g) Each indemnity in this Agreement survives expiration or earlier termination of this Agreement.

- (h) Neither Party will be liable for:
- (i) any indirect, incidental, exemplary, consequential, punitive or special loss, damage, cost or expense;
- (ii) loss of or corruption to data; or
- (iii) loss of profits, business, savings, goodwill or revenue,  
(of any kind whatever and however caused), whether arising under contract, tort (including negligence) or otherwise and even if they been advised of their possibility.

## 7. INSURANCE

- (a) The Organisation agrees to effect and maintain current and adequate insurance appropriate to the Activity funded and, including, at a minimum, those policies of insurance set out in Schedule 5.
- (b) The Organisation must provide to the Grantor on request certificates of currency for the insurance and/or a warranty from its insurer that the policy(ies) extends to and will cover all potential liability arising under this Agreement. To avoid any doubt, if the Organisation has global insurance or a master insurance policy, this clause 7 does not require the Organisation to take out separate insurance policies to cover the Activities, provided the insurance policies in place from time to time provide the coverage required by this clause.
- (c) The Organisation may use the Grant Funds to pay the premiums on insurance cover which is effected by the Organisation in compliance with its obligations under clause 7(a), but only to the extent those premiums can reasonably be considered to relate to insurance cover of the Activities (to avoid doubt, the Grant Funds may not be used to pay any such insurance premiums to the extent they reasonably relate to insurance of any of the Organisation's other activities).
- (d) To the extent the Organisation receives any insurance proceeds under any insurance policy effected by it in compliance with its obligations under clause 7(a), the Organisation must apply those proceeds towards the repair, reconstruction or reinstatement of any damaged or destroyed Works, goods or other property constructed or used in the performance of the Activities or otherwise in satisfaction of any loss, damage or liability suffered or incurred by it in connection with the performance of the Activities.
- (e) This clause 7 continues to operate for as long as the Organisation has any obligations under this Agreement

## 8. FREEDOM OF INFORMATION ACT

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* (WA) and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (WA) are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to:
  - (i) have access to and examine the Organisation's records and information concerning this Agreement; and
  - (ii) undertake an audit of those records and information under the *Financial Management Act 2006* and/or the *Auditor General Act 2006*.

## 9. COMMUNICATIONS AND ACKNOWLEDGEMENTS

- (a) The Organisation agrees not to make any public announcement, including by social media, in connection with the Activities, the Program, the Grant Funds or this Agreement without the Grantor's prior written approval.
- (b) The Organisation agrees to acknowledge the Grantor's financial and other support in all presentations, articles, newsletters, literary works, publications and promotional and advertising materials published in connection with the Activities, the Program, the Grant Funds, the Dwellings or this Agreement. The Grantor may notify the Organisation of the form of acknowledgement that the Organisation is to use.
- (c) The Organisation agrees not to use the State of Western Australia Coat of Arms or the Department of Communities logo in connection with the Activities, the Program, the Grant Funds, the Dwellings or this Agreement without the Grantor's prior written approval.

## 10. NOTICES

- (a) Any notice or other communication that may or must be given under this Agreement:
  - (i) must be in writing;
  - (ii) may be given by an authorised officer of the Party giving notice;
  - (iii) must be:
    - (A) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in Schedule 1; or
    - (B) sent by electronic transmission to the email address of the Party receiving the notice as set out in Schedule 1;
- (b) subject to clause 10(c), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the fifth Business Day after posting; and
  - (iii) in the case of electronic transmission, on the date of transmission (unless the sender's computer indicates an error in transmission); and
- (c) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## 11. VARIATION

- (a) If the Organisation believes that an event outside of the control of either Party is likely to materially prevent the Organisation from the delivery or performance of the Activities:
  - (i) the Organisation must immediately, in accordance with clause 14 of the Guidelines, notify the Grantor of the event and the reasons why it may prevent the Organisation from performing any of its obligations under this Agreement in the timeframe required by this Agreement;
  - (ii) within five Business Days of receipt of such notice, the Organisation and Grantor will meet to discuss steps to minimise any effects of the event; and any reasonable and necessary adjustments to or revision of the Activities so that the Activities are capable of being delivered by the Organisation; and
  - (iii) if the Grantor agrees that such an event is the cause of the Organisation's non-performance of the Activities, this will not be deemed to be a breach of this Agreement.

## 12. DEFAULT AND TERMINATION

### 12.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for 10 Business Days after notice in writing has been served on the Organisation by the Grantor;
- (b) where the Organisation is not the registered proprietor of the Land as at the Agreement Date, the contract of sale pursuant to which the Organisation is to acquire the Land is terminated for any reason;
- (c) any Approvals are refused or are granted on terms and conditions which are not reasonably satisfactory to either the Grantor or the Organisation;
- (d) the Organisation becomes insolvent or is deemed to be insolvent under the Corporations Act; or
- (e) the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

### 12.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may elect, at its sole and absolute discretion, to:

- (a) terminate the Agreement by providing a further 10 Business Days' notice in writing to the Organisation of the Event of Default;
- (b) suspend payment of the Grant Funds until the Event of Default is remedied;
- (c) commence paying the Grant Funds directly to the Contractor (in satisfaction of invoices issued by the Contractor under the Construction Contract) (and the Organisation acknowledges and agrees that the receipt by the Contractor of any of the Grant Funds shall be in full and final satisfaction of the Grantor's obligation to pay the said amount of the Grant Funds to the Organisation under this Agreement); or
- (d) subject to clause 12.3, to itself take over the performance of the Activity to remedy the Event of Default or may appoint a reputable third-party as its contractor or agent to do the same and the third party costs incurred by the Grantor in doing so:
  - (i) shall be a debt due and payable by the Organisation to the Grantor but only up to the amount of any unspent Grant Funds in the hands of the Organisation; and/or
  - (ii) can be paid from any Grant Funds not yet paid under this Agreement (and to the extent so paid the Organisation acknowledges and agrees that this shall be in full and final satisfaction of the Grantor's obligation to pay the said amount of the Grant Funds to the Organisation under this Agreement).

### 12.3 Step In Rights

- (a) The Organisation acknowledges and agrees that, where clause 12.2(d) applies, the Grantor may itself take over the performance of the Activity to remedy the Event of Default or may appoint a reputable third-party as its contractor or agent to do the same.
- (b) The Organisation must grant the Grantor or the appointed third-party (**Step In Entity**) unfettered access to the Land to perform the Activity and remedy the Event of Default, including but not limited to completion of the Works (if required).
- (c) In the circumstances referred to in clause 12.2(d), the right to take over the performance of the Activity may be exercised by the Grantor giving to the Organisation, notice in writing within 30 days of an Event of Default (**Step In Notice**).

- (d) If the Grantor gives a Step In Notice, the Grantor agrees that:
  - (i) if it is the Step In Entity, it will; or
  - (ii) if the Step In Entity is a third party, it will use reasonable endeavours to procure that the Step In Entity:
    - (A) comply with all of the obligations imposed on the Organisation under this Agreement in connection with those Activities undertaken by the Step In Entity to cure the Event of Default;
    - (B) use reasonable endeavours to remedy the Event of Default as soon as is reasonably practicable in all of the circumstances; and
    - (C) comply with the requirements of all applicable legislation, statutory instruments, codes, statutory authorities, persons acting with statutory authority and all relevant mandatory industry standards applicable to the Activities.
- (e) The Grantor further agrees that if it gives a Step In Notice:
  - (i) unless and until the performance of the Activity and control and use of the Land reverts to the Organisation under clause 12.3(f), the Grantor is not obliged to pay any further Grant Funds to the Organisation and the Organisation will be released from further obligations to the Grantor under this Agreement in respect of completion of the Works; and
  - (ii) if the performance of the Activity and control and use of the Land reverts to the Organisation under clause 12.3(f), any defect or fault in any of the Works to the extent undertaken by the Step In Entity will not be considered a breach by the Organisation of any of its obligations under this Agreement.
  - (f) Once the Step In Entity has remedied the Event of Default to the satisfaction of the Grantor, acting reasonably, the Grantor must allow performance of the Activity and control and use of the Land to revert to the Organisation, and the Step in Entity will no longer have access to the Land.
  - (g) The Parties must do all things reasonably necessary to give effect to this clause.
  - (h) Except as otherwise stated, the exercise of rights under this clause do not, in any way, affect the accrued rights of the Parties under the terms of this Agreement.

#### **12.4 Recommencement of Grant Payment**

If clause 12.2(b) applies, the Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

#### **12.5 Consequences of termination**

- (a) Clauses 5, 6, 8, 9, 10, 12, 15, 16, 17 and 19, and Item 4 of Schedule 1, of this Agreement survive the expiration or earlier termination of this Agreement.
- (b) A Party's accrued rights or remedies arising before termination will not be affected.

#### **12.6 Grant Expenditure and Acquittal**

- (a) The Organisation must provide to the Grantor the financial and progress reports as set out in Schedule 4.
- (b) The Financial Acquittal Report must:
  - (i) be in accordance with this Agreement, applicable Australian Accounting Standards and based on proper accounts and records;
  - (ii) report expenditure relating to the Grant Funds provided under this Agreement. The report must show expenditure in accordance with the budget submitted by the

Organisation with its application for Grant Funds and approved by the Grantor, and include all of the other information which is specified in Schedule 4;

- (iii) verify that the Organisation has spent the Grant Funds provided on the Activity and in accordance with this Agreement; and
- (iv) include any other matters (in addition to the matters set out in Schedules) the Grantor requires to allow it to meet financial management and accountability legislation.
- (c) The Final Financial Report must be audited by an Auditor.
- (d) The Auditor of the Final Financial Report must not be a principal member of, shareholder, officer or- employee of the Organisation or of a Related Body Corporate as defined in the Corporations Act. The Final Financial Report must be audited in accordance with:
  - (i) the Australian Audit Standards; and
  - (i) if the Organisation is an Aboriginal Corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (CATSI Act), all requirements as outlined in Division 339 of the CATSI Act "Audit of Financial Reports" and any amendments to this Division as may occur from time to time.
- (e) At any time up to five years after the expiration or earlier termination of this Agreement, the Grantor may ask the Organisation to send:
  - (i) Original receipts or other documents which account for the expenditure of the Grant Funds; and/or
  - (ii) A statutory declaration made in accordance with the *Oaths Affidavits and Statutory Declarations Act 2005* (WA) accounting for the expenditure of the Grant Funds.
- (f) In addition to its obligations under clause 12.6(a) the Organisation must provide to the Grantor promptly after demand (whether such demand is made during or after the expiration or earlier termination of this Agreement) any other documents or information reasonably requested by the Grantor in relation to the use of the Grant Funds, the performance of the Activities or the use of the Dwellings.

## **13. ASSETS**

### **13.1 Ownership of assets**

- (a) The Organisation is and will at all times remain the legal and beneficial owner of the Land.
- (b) The Organisation owns any Dwellings constructed with the Grant Funds.

### **13.2 Dealings with the Land**

- (a) The Organisation charges the Land with the performance of its obligations under this Agreement and agrees to the Grantor lodging an absolute caveat over the Land to secure the performance of the Organisation's obligations under this Agreement.
- (b) If the Organisation wishes to register any dealing against the certificate of title to the Land, which is not inconsistent with the Grantor's rights under this Agreement, it must notify the Grantor in writing requesting a withdrawal of the caveat referred to in clause 13.2(a).
- (c) The Grantor must, within 15 Business Days of receipt of the Organisation's request made under clause 13.2(b), consider and determine the Organisation's request and may, at its absolute discretion but not unreasonably denied, execute a withdrawal of caveat to enable the dealing to be registered with the registrar of titles.
- (d) The Organisation will notify the Grantor of the proposed lodgement of the dealing so that the Grantor may replace the absolute caveat on the certificate of title for the Land immediately following lodgement of the dealing.

## 14. CONTRACTORS

- (a) The Grantor consents to the Organisation procuring the services of contractors and subcontractors for the performance of the Activities, pursuant to a Construction Contract and any related subcontracts provided that:
  - (i) the Contractor, any other contractors engaged by the Organisation to carry out the Activities and their subcontractors are appropriately qualified and registered to carry out the Works;
  - (ii) the Contractor has sufficient financial and other resources to carry out the Works;
  - (iii) the Organisation provides, upon the Grantor's request, to the Grantor (without limitation) a copy of the Construction Contract and details of any other contract it has entered into in relation to the performance of this Agreement and must procure that the Contractor provides to the Grantor, upon request, a copy of any subcontract entered into by the Contractor in connection with the Works.
- (b) The Organisation is not relieved of its obligation to carry out the Activities as required by this Agreement merely because it contracts or subcontracts any part(s) of the Agreement and the Organisation shall be liable to the Grantor for the acts, defaults and neglects of the Contractor, any other contractor it engages to carry out the Activities or any of their subcontractors (and any employee or agent of any of them) as if they were the acts, defaults and neglects of the Organisation.
- (c) The Organisation agrees to ensure that the any Construction Contract or other contracts entered into by it for the purposes of this Agreement, are consistent with the obligations binding on the Organisation under this Agreement.

## 15. GOODS AND SERVICES TAX

- (a) For the purposes of this clause 15:
  - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
  - (i) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations;
  - (ii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) Without limiting clause 15(b) the obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) The Parties acknowledge and agree that in respect of any taxable supply made by the Organisation under this Agreement, the Organisation is solely responsible for the payment of any penalties, interest or similar amounts associated with any such taxable supply, including but not limited to, any penalties, interest or similar amounts payable as a result of the failure of the Organisation to pay any GST payable in relation to a taxable supply made under this Agreement.
- (e) The Parties hereby agree that:
  - (i) the Grantor will issue a Recipient Created Tax Invoice (**RCTI**) in respect of GST payable on the supply of the Activity and the Organisation will not issue a tax invoice in respect of that supply;



- (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement;
- (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act, during the term of this Agreement; and
- (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Activity for which the Grantor issues a RCTI under this Agreement.

## 16. PRIVACY ISSUES

- (a) In this clause 16, 'Australian Privacy Principles' and 'Personal Information' have the same meaning as in the *Privacy Act 1988* (Cth).
- (b) The Organisation agrees:
  - (i) to comply with the requirements of the *Privacy Act 1988* (Cth);
  - (ii) not to do anything which, if done by the Grantor, would breach an Australian Privacy Principle;
  - (iii) to ensure that the Contractor and any of the Organisation's other contractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Organisation's obligations under this clause; and
  - (iv) to immediately notify the Grantor if the Organisation becomes aware of an actual or possible breach of this clause by the Organisation, the Contractor or any of the Organisation's other contractors or personnel.

## 17. CONFIDENTIAL INFORMATION

- (a) In this clause 17, "Confidential Information" means information that:
  - (i) the Parties know, or ought to know is confidential; or
  - (ii) information that the Parties agree in writing after the date of this Agreement is confidential information for the purposes of this Agreement.
- (b) Subject to clause 17(c), a Party must not disclose Confidential Information of the other Party to anyone, without the prior written consent of that other Party.
- (c) A Party can disclose Confidential Information to the extent that it:
  - (i) is disclosed to its internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
  - (ii) is disclosed by the Grantor to the responsible Minister or to the Auditor General;
  - (iii) is disclosed by the Grantor, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or of the State of Western Australia;
  - (iv) is shared within a Party, or with another agency, where this serves the Commonwealth's or the State of Western Australia's legitimate interests;
  - (v) is authorised or required by law to be disclosed; or
  - (vi) is in the public domain otherwise than due to a breach of this clause 17;
  - (vii) the information was already known to it prior to its disclosure by the other Party under this Agreement (as evidenced by written documents or materials in its possession or control).

- (d) Where a Party discloses Confidential Information to another person under clause 17(c)(i), they must:
  - (i) notify the receiving party that the information is confidential; and
  - (ii) not provide the information unless the receiving person agrees to keep the information confidential.
- (e) The Organisation agrees to secure all of the Grantor's Confidential Information against loss and unauthorised access, use, modification or disclosure.

## **18. CONFIDENTIALITY DEEDS**

If the Grantor makes a request, the Organisation must promptly arrange for the Contractor, any of its other contractors, and its employees, agents and volunteers to promptly provide the Grantor with a signed confidentiality deed relating to the use and non-disclosure of the Grantor's Confidential Information.

## **19. INTELLECTUAL PROPERTY RIGHTS**

### **19.1 New Material owned by the Organisation**

- (a) Unless otherwise agreed between Parties, the Intellectual Property Rights in New Material will be owned by the Organisation.
- (b) The Organisation:
  - (i) grants to the Grantor an irrevocable, perpetual, royalty-free, non-exclusive licence to exercise any or all of the rights of an owner of Intellectual Property Rights in the New Material during the remainder of the duration of the Intellectual Property Rights in that New Material; and
  - (ii) must, if a third-party owns Moral Rights in any New Material, obtain a written consent and waiver from the third-party owner in relation to his or her Moral Rights to enable the Grantor to use the New Material without regard to the third-party's Moral Rights.

### **19.2 Existing Material**

- (a) Nothing in this clause 19 affects the ownership of any Intellectual Property Rights in any Existing Material.
- (b) The Organisation:
  - (i) grants, and must ensure that any third-party owner of any Intellectual Property Rights in any Existing Material grants, to the Grantor in writing, an irrevocable, perpetual, royalty-free, non-exclusive licence to exercise any or all of the rights of an owner of Intellectual Property Rights in the Existing Material during the duration of the Intellectual Property Rights in that Existing Material; and
  - (ii) must, if a third-party owns Moral Rights in any Existing Material, obtain a written consent and waiver from the third-party owner in relation to his or her Moral Rights to enable the Grantor to use the Existing Material without regard to the third-party's Moral Rights.
- (c) The Organisation warrants that it has the right to grant the licences under clause 19.2(b)(i) and if a third-party owns any Intellectual Property Rights in the Existing Material, the Organisation has obtained a written licence from that third-party owner to enable the Grantor to use the Material without infringing any Intellectual Property Rights or Moral Rights of that third-party.

### **19.3 Intellectual Property Rights Indemnity**

- (a) The Organisation indemnifies and will keep indemnified the Grantor and all its respective officers, employees and agents from and against all costs, losses, expenses, actions, suits, demands, claims, damages and other liabilities resulting

from the Organisation's failure to comply with this clause 19, or otherwise resulting from the actual or alleged infringement of the Intellectual Property Rights or the Moral Rights of any third-party by the Organisation.

- (b) The obligations of the Organisation under this clause 19 are continuing obligations and survive expiration or termination of this Agreement.

## 20. RELATIONSHIP

- (a) The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.
- (b) Neither Party is authorised to legally commit or attempt to bind or represent the other Party in any way.

## 21. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights.

## 22. NO ASSIGNMENT

The Organisation must not assign this Agreement, or any of its rights, powers, remedies or obligations hereunder without the Grantor's prior written consent.

## 23. ENTIRE AGREEMENT

- (a) The Parties acknowledge and agree that there may be other communications, negotiations, arrangements and agreements, whether oral or written, made between the Parties with respect to the subject matter of this Agreement.
- (b) In the event of any conflict, contradiction or inconsistency between those communications, negotiations, arrangements and agreements referred to in clause 23(a) and the provisions of this Agreement, this Agreement shall prevail.
- (c) This Agreement may be executed in any number of counterparts all of such counterparts taken together constitute the one instrument signed as an agreement.

## 24. DISPUTE RESOLUTION

- (a) Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement or the rights and obligations of any Party under it, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.
- (b) If a dispute or difference (called collectively a "dispute" in this clause 24 arises between both Parties, both Parties agree to deal with the dispute in the following way:
  - (i) the Party who claims that a dispute exists will give the other Party a notice setting out the nature of the dispute;
  - (ii) the Parties will then try to resolve the dispute by negotiation, within 20 Business Days from when the notice is given, and for that purpose may authorise persons to act for them;

- (c) If the dispute is not resolved within 20 Business Days from when the notice is given, a Party may (with the agreement of the other Party) submit the dispute to a form of alternative dispute resolution (including mediation).
- (d) A Party cannot start legal proceedings in relation to the dispute unless:
  - (i) the negotiations fail to resolve the dispute within 20 Business Days of when the notice is given; or
  - (ii) where a Party submits the dispute to alternative dispute resolution under clause 24(c) – the dispute is not resolved within 20 Business Days of that submission (or any extended time the parties have agreed in writing before the expiry of the 20 Business Days).
- (e) Each Party must at all times continue to perform its obligations under this Agreement notwithstanding the existence of a dispute or difference under this clause 24.
- (f) Nothing in this clause 24 precludes any Party from seeking any urgent interlocutory, injunctive or declaratory relief.

# Schedule 1 - General

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## Item 1 Approved Purpose of Grant

To carry out and complete the Activity on the Land, in accordance with the Program.

## Item 2 Activity

To deliver the Works outlined in Schedule 3, subject to any variations to the Works in accordance with this Agreement.

## Item 3 Agreement Term

Subject to the special conditions specified in Item 4 below, which survive expiry, and to clause 12.5, the Agreement Term is for the period, commencing on 15 December 2022 and expiring on the date of Acquittal.

## Item 4 Special Conditions of Grant

- (a) The Dwellings, once constructed, must be allocated by the Organisation to tenants who meet the eligibility criteria for:
  - (i) Band A as set out in the Grantor's "Community Housing Income and Asset Limits (CHIAL) Policy 2020"; or
  - (ii) Crisis Accommodation.
- (b) The Organisation must remain the registered proprietor of the Land, and retain the Dwellings for use as Social Housing, for a minimum of 10 years following Acquittal.
- (c) The Organisation must not:
  - (i) sell, transfer or otherwise dispose of; or
  - (ii) let or lease its estate or interest in (otherwise than as expressly provided for in Item 4(a) of this Schedule 1 of this Agreement),the Land (or any part thereof) at any time in the 10 year period following Acquittal.
- (d) To protect the Grantor's rights and in support of these special conditions in this Item 4, the Grantor hereby charges the Land with the performance of its obligations under these special conditions and agrees that the Grantor may lodge (and maintain) a subject to claims caveat against the certificate of title to the Land for a period of 10 years following Acquittal.
- (e) The Grantor will pay the costs of the preparation and lodgement or withdrawal of any caveat lodged pursuant to these special conditions.
- (f) The Organisation will establish a separate cost centre within the Organisation's financial system for the purposes of tracking expenditure for the project.

## Item 5 Policies, legislation and other agreements

The Organisation agrees to comply with the provisions of the following:

- (a) the Department of Communities or Government policies set out below:
  - (i) CHIAL Policy 2020;
  - (ii) Liveable Housing Australia (LHA) Liveable Housing Design Guidelines – Silver Level;
  - (iii) Western Australian Buy Local Policy 2020;

- (iv) Community Housing Regulatory Framework; and
- (v) any other policies advised to the Organisation by the Grantor from time to time;
- (b) any requirement of any relevant Law, including without limitation:
  - (i) the provisions of the *Jobs Act 2017* (WA) and, without limiting any of its statutory obligations under that legislation or under this Agreement, the Organisation must submit an annual report on workforce participation as and when requested by the Department of Jobs, Tourism, Science and Innovation; and
  - (ii) the provisions of the *Equal Opportunity Act 1984* (WA) and any other legislation or Government policies designed to promote equality. The Organisation must ensure substantive equality in its practices and service delivery and make certain that all aspects of the Activities are sufficiently tailored to meet the needs of Western Australia's diverse community including, without limitation, individuals and groups from Aboriginal and ethnic and social minorities; and
  - (iii) comply with all relevant Australian Standards and Building Codes, including the National Construction Code, Disability (Access to Premises - Buildings) Standards 2010, *Health Act 1911* (WA) and all Occupation Health and Safety laws.

The Organisation also agrees to provide to the Grantor, promptly after request, evidence that the Contractor, any other contractor engaged by the Organisation in connection with the Activity, and their subcontractors have been paid all amounts then due and owing to them in connection with the performance by them of any Works relating to the Activity.

## Item 6 Land

The land commonly known as 42 Russell Street, Perenjori and being Lot 77 on Plan/Diagram/Deposited Plan 148047 and being all of the land comprised in certificate of title volume 1161 folio 790 The details of which are set out in Annexure A.

## Item 7 Notice Addresses

<b>Grantor:</b>	Housing Authority
<b>Registered Mail:</b>	5 Newman Court, Fremantle, WA, 6160 Postal Address: Locked Bag 5000, Fremantle WA 6959
<b>Contact:</b>	Anthony Di Giacomo Project Director, Priority Projects Housing and Assets
<b>Email:</b>	<a href="mailto:SHERGPmailbox@communities.wa.gov.au">SHERGPmailbox@communities.wa.gov.au</a>

<b>Organisation:</b>	Shire of Perenjori
<b>Registered Mail:</b>	56 Fowler Street, Perenjori, WA, 6620 Postal Address: PO Box 22, Perenjori, WA, 6620

<b>Contact:</b>	Nola Comerford Manager Corporate and Community Services
<b>Email:</b>	<a href="mailto:mccs@perenjori.wa.gov.au">mccs@perenjori.wa.gov.au</a>

# Schedule 2 – Grant Funds

---

## Item 1 Amount of Grant Funds

The Organisation must use and apply the Grant Funds (and any interest which accrues on the Grant Funds) towards carrying out the Activities in accordance with this Agreement.

## Item 2 Exclusions

Grant Funds cannot be used or applied by the Organisation for:

- (a) Projects that commence construction before approval of the Organisation's application for the Grant Funds was announced by the Grantor;
- (b) Purchase of land;
- (c) Student accommodation;
- (d) Facilities for service of alcohol or for the purpose of gambling;
- (e) Funding for property or tenancy management services;
- (f) Staff salaries and training;
- (g) Non land-based facilities; or
- (h) Activities funded or approved for funding under other Commonwealth, State or local government programs or projects; or
- (i) ongoing tenancy and property management or other support services to tenants of the Dwellings.

## Item 3 Amount of Grant Funds

The Grant Funds is a total amount of eight hundred and seventy eight thousand, seven hundred and two dollars (\$878,702) (plus GST) payable in instalments as set out in the payment schedule at Item 6 below.

## Item 4 Invoicing

The payment of the Grant Funds, or each tranche of the Grant Funds, will only be made in accordance with the payment schedule set out in Item 6 of this Schedule 2 within 14 days of submission by the Organisation of a correctly rendered invoice.

To be correctly rendered, the invoice must:

- (a) be emailed as a PDF to the Grantor's contact for processing and payment:  
Anthony Di Giacomo  
Project Director, Priority Projects  
Housing and Assets  
[SHERGPmailbox@communities.wa.gov.au](mailto:SHERGPmailbox@communities.wa.gov.au) ;
- (b) contain the following information:
  - (i) the Organisation's business name;
  - (ii) the Organisation's Australian Business Number (ABN);
  - (iii) the words Tax Invoice or Invoice;
  - (iv) Invoice number;
  - (v) Invoice date;
  - (vi) Details of the milestone which has been achieved (and attach evidence of the same);



- (vii) Amount of the Grant Funds applicable to the relevant milestone;
- (viii) Amount of GST (only applicable if registered for GST)
- (c) allow for either EFT (electronic funds transfer).

## Item 5 Payment of Grant Funds

The Organisation's Bank Details for the deposit of the Grant Funds is:

<b>Financial Institution</b>	Bankwest
<b>BSB Number</b>	306-024
<b>Account Number</b>	5375008
<b>Account Name</b>	Shire of Perenjori

## Item 6 Payment Schedule

<b>Milestone*</b>	<b>Anticipated Date</b>	<b>Portion of Grant Funds Payable and Amount</b>
Execution of the Agreement	02/12/2022	\$175,740 - 20% of Grant Funds +GST
Completion of Base and Frame	01/09/2023	\$439,351 - 50% of Grant Funds +GST
Achievement of Lock Up	01/11/2023	\$175,740 - 20% of Grant Funds +GST
Grant of Occupancy Permit]	01/02/2024	\$87,871 - 10% of Grant Funds +GST
<b>TOTAL AMOUNT</b>		<b>\$878,702.00 +GST</b>

\*Subject to submission by the Organisation of a correctly rendered invoice as required by Item 4 of this Schedule 2 and evidence, which is satisfactory to the Grantor, that the relevant milestone has been achieved.

# Schedule 3 – Details of Activity

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## Item 1 Summary of Activities to be Delivered

- (a) The Organisation will deliver the Works in accordance with the requirements of the Guidelines, the grant application process and the Program objectives and which include the following:
  - (i) the construction of the Dwellings on the Land;
  - (ii) Grant Funds are to be used solely to pay capital costs associated with the Works;
  - (iii) in the event that the Grant Funds are not sufficient to complete the Activities, the Organisation must complete the Activities at its own cost, notwithstanding any assumptions made regarding the cost of carrying out the Activities prior to entry into the Agreement;
- (b) Dwellings to achieve Practical Completion by no later than 30 December 2025.
- (c) The requirements and obligations under this Schedule 3 may be subject to variation in accordance with clause 4.10 of this Agreement and clause 14 of the Guidelines.
- (d) Where an activity or service outlined or listed in any other document, including the Guidelines and the grant application process, conflicts with or differs from any provision of this Schedule 3, the provisions and requirements of Schedule 3 will prevail.

## Item 2 The Works

- (a) The Works to be performed including type and configuration of Dwellings are set out in Annexure A to this Agreement.
- (b) Dwellings should aim to achieve a minimum of 7-stars in the Nationwide House Energy Rating Scheme (**NatHERS**) where feasible.
- (c) A minimum of 20% of the Dwellings must meet the standard of Liveable Housing Australia (LHA) Liveable Housing Design Guidelines – Silver Level.
- (d) Dwellings should satisfy the following attributes:
  - (i) be efficient in design and represent value for money; and
  - (ii) have specifications based on passive solar design principles.

## Item 3 Management of the Works

- (a) The Organisation shall have full responsibility for managing the delivery of the Works.
- (b) The Organisation shall engage suitably qualified and experienced contractors who have the appropriate technical certifications and where necessary, licensed to carry out any licensed trades.
- (c) In performing its obligations under Schedule 3, Item 3(a), the Organisation shall:
  - (i) nominate a person within the Organisation to be a point of contact and have overall responsibility for communications with, and reporting to, the Grantor with respect to the Works;
  - (ii) provide sufficiently detailed updates on the progress of the Works at requested periodic intervals upon the Grantor's request, from the date of this Agreement to the completion of the Works including as to the rectification of any defects; and
  - (iii) procure the undertaking and completion of the Works, enter into any contracts with respect to the Works including the Construction Contract, and obtain all necessary Approvals.

- (d) A maximum amount of 3.5% of the Grant Funds may be spent by the Organisation on project management costs with the Grantor's prior written approval.

# Schedule 4 – Reporting Requirements

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## Item 1 Financial and Performance Reporting Requirements

- (a) The Organisation is to provide to the Grantor, on request:
  - (i) evidence of the insurance policies (referred to in clause 7);
  - (ii) evidence of compliance with any necessary police checks;
  - (iii) a copy of the Construction Contract, and any other contract(s) entered into by the Organisation in relation to the Activities; and
  - (iv) receipts and/or invoices for payments made by the Organisation under the Construction Contract or any other contract entered into by the Organisation relating to the Activities.
- (b) The Organisation is to provide to the Grantor with the following reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the Grantor, until completion of the Works:
  - (i) Financial report (certified by the Chief Executive Officer of the Organisation).
  - (ii) Progress report showing how and to what extent the Grant Funds were spent, the extent to which any specified milestones were achieved, any milestones which are expected to be achieved in the next reporting period, any actual or potential risks and issues which have been identified and which may impact on the Activities being completed in accordance with the requirements of this Agreement, and any changes (actual or proposed) to the delivery timeframes, costs or scope of the Works .

Upon completion of the Works, the Organisation is to provide, as soon as practicable but within 3 months of the last financial report provided under Item 1(b) above, to the Grantor a final report on the Grant Funds expenditure (“**Final Acquittal Report**”) that shall include:

- (i) Financial report (certified by the Chief Executive Officer of the Organisation) and audited in accordance with clauses 12.6(c) and 12.6(d) (**Final Financial Report**).
  - (ii) A final progress report showing how and to what extent the Grant Funds were spent and the Works completed (**Final Progress Report**).
- (c) A Financial Report, including the Final Financial Report, shall include to the extent relevant:
  - (i) Total Grant Funds for the current financial year.
  - (ii) Balance brought forward from previous reporting period, if any.
  - (iii) Total committed in the current period.
  - (iv) Actual payments made.
  - (v) Initial estimated cost of the Activity.
  - (vi) Amount of interest earned.
  - (vii) Forecast cost to complete the Activity.
- (d) A Progress Report, including the Final Progress Report, shall include to the extent relevant:
  - (i) Milestones/achievement targets for the reporting period.
  - (ii) Milestone/actual achievements for the reporting period.

- (iii) Explanation of variances between target and actual achievements, including impediments encountered, action taken to overcome these and potential future impediments if any.

# Schedule 5 Insurance

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The Organisation is required to effect and maintain for the Term of this Agreement, each and all of the following policies of insurance:

## Item 1 Public Liability Insurance

Public Liability Insurance covering the legal liability of the Organisation and Organisation's personnel arising out of the Activities for an amount of not less than **twenty million dollars** (\$20,000,000) for any one occurrence and unlimited in the aggregate.

## Item 2 Professional Indemnity Insurance

- (a) Professional Indemnity Insurance covering the legal liability of the Organisation and the Organisation's personnel under the Agreement, arising out of any act, negligence, error or omission made or done by or on behalf of the Organisation, or any associate, agent or subcontractor in connection with this Agreement for a sum of **five million dollars** (\$5,000,000) for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.
- (b) Professional Indemnity Insurance required under this clause must be extended to include:
  - (i) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trademark or circuit layout rights;
  - (ii) loss of or damage to documents and data; and
  - (iii) breach of Chapters 2 and 3 of the *Australian Consumer Law* (WA).

## Item 3 Workers' Compensation Insurance:

Workers' Compensation Insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **fifty million dollars** (\$50,000,000) for any one occurrence in respect of workers of the Organisation. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under Section 175(2) of the *Workers' Compensation and Injury Management Act 1981* (WA).

## Item 4 Motor Vehicle Third-party Insurance:

Motor Vehicle Third-party Insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third-party motor vehicle insurance) caused by motor vehicles used in connection with the Activities for an amount of not less than **thirty million dollars** (\$30,000,000) for any one occurrence or accident.

## Item 5 Compulsory Motor Vehicle Third-party Insurance:

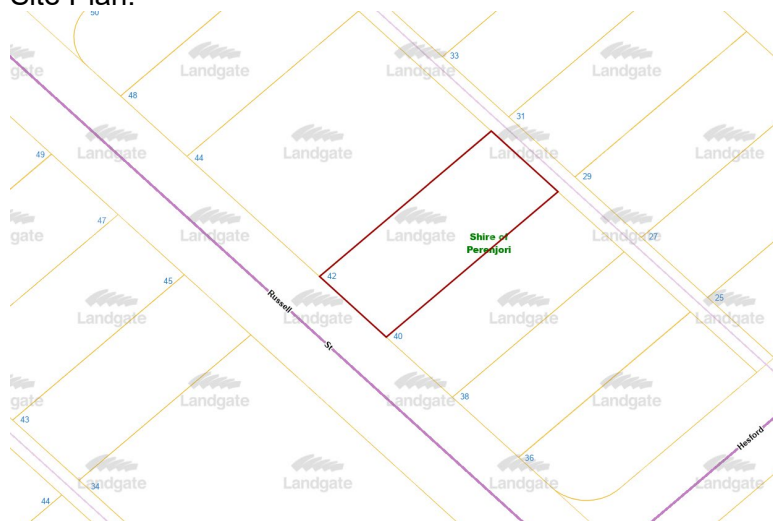
Compulsory Third-party Insurance as required under any statute relating to motor vehicles used in connection with the Activities.

## Item 6 Personal Accident Insurance for Volunteers (where volunteers are used):

Personal Accident Insurance covering any persons engaged by the Organisation on a voluntary basis for an amount equal to the current prescribed amount under the *Workers' Compensation and Injury Management Act 1981* (WA).

## ANNEXURE “A”

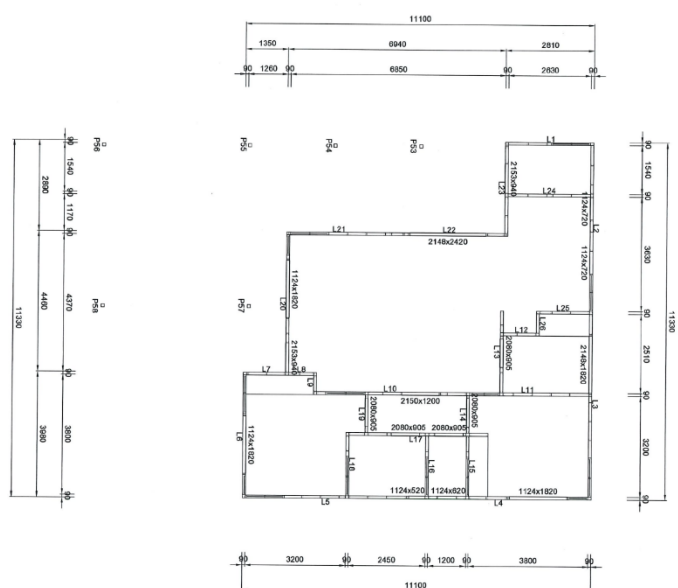
Site Plan:



Proposed configuration of dwellings:



Proposed plan of dwellings:



# Signing page

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**EXECUTED** as an agreement

**For and on behalf of the Grantor –**

**State of Western Australia represented by the Department of Communities:**

Executed for and on behalf of the **HOUSING  
AUTHORITY**, by:

---

Signature of authorised officer

---

Witness signature

---

Name of authorised Officer (please print)

---

Witness name (please print)

---

Position of authorised Officer

---

Witness position (please print)

**For and on behalf of the Organisation –**

The COMMON SEAL of the Shire of Perenjori is affixed in the presence of:

Executed by **SHIRE OF PERENJORI**

**(ABN 68 267 899 822)** in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth):

---

Signature of Shire President

---

Signature of Chief Executive Officer

---

Name (please print)

---

Name (please print)

Cr Chris King

Paul Anderson





# **Memorandum Of Understanding**

Shire of Perenjori  
56 Fowler St  
Perenjori WA 6620  
and  
Perenjori Golf Club  
PO Box 64  
PERENJORI WA 6620

Date \_\_\_\_\_ of \_\_\_\_\_ 2022

### **Parties**

1. Shire of Perenjori (ABN 68 267 899 822), of 56 Fowler St, Perenjori WA 6620
2. Perenjori Golf Club (ABN 95 695 348 348) of Mullewa Wubin Rd, Perenjori WA 6620

### **Summary**

This Memorandum of Understanding (**MoU**) sets out the framework against which the Shire of Perenjori and the Perenjori Golf Club will consider ongoing financial support from the Shire of Perenjori to the Perenjori Golf Club.

The Shire of Perenjori is a local government entity with regulations pursuant to the *Local Government Act (WA) 1995* and the *Local Government (Functions and General) Regulations (WA) 1996*.

The Perenjori Golf Club is a community sporting group which operates between the months of April and September and has a current membership of 9.

## **1. General Principles**

The general principles of this MoU are as follows:

- 1.1 The parties acknowledge that this MoU:
  - (a) is not intended to be legally binding; and
  - (b) does not create any legal relationship between the parties.
- 1.2 It is the intention of both parties to fulfil their own responsibilities to comply with health, safety and environmental requirements during the term of this MoU.

## **2. Confidential Information**

- 2.1 All information disclosed by one party to the other, other than that which is in the public domain, will remain confidential and will only be used for the purposes expressed in this MoU. Such information shall not be revealed to third parties without prior written consent of the other party.

## **3. Areas of Collaboration**

- 3.1 For the duration of this MoU, the Perenjori Golf Club will:
  - (a) provide the Shire of Perenjori with the Perenjori Golf Club's up-to-date executive committee contact details no later than one (1) week following an Annual General Meeting.
  - (b) provide the Shire of Perenjori with the Perenjori Golf Club's annual financial statement no later than one (1) week following an Annual General Meeting.
  - (c) annually provide the Shire of Perenjori with a scope of works for a financial year prior to March of each year of the Term, detailing the amount of financial support required by the Perenjori Golf Club up to a value of \$6,250 (six thousand, two hundred and fifty dollars) for the purposes of upkeep of the Perenjori Golf course.
- 3.2 For the duration of this MoU, the Shire of Perenjori:
  - (a) may consider annual budget allocation, the amount being dependent on requirements specified by the Perenjori Golf Club and agreed on by the Shire of Perenjori, up to a value of \$6,250 (six thousand, two hundred and fifty dollars).

#### 4. Term, Termination and Variation

- 4.1 This MoU will come into effect on the date of the last signature (**Commencement Date**) and will remain in effect for three (3) calendar years after the Commencement Date (**Term**), unless:
- (a) this MoU is modified or superseded earlier by the mutual written consent of both parties in accordance with Clause 6.2 of the MoU; or
  - (b) this MoU is terminated by either party giving at least three (3) months' written notice to the other party that it does not wish to proceed with the relationship between the parties.
- 4.2 This MoU can be varied or modified by a further MoU or agreement in writing between the parties.

#### 5. Execution

Signed on behalf of  
**Shire of Perenjori**

Signed on behalf of  
**Perenjori Golf Club**

---

Paul Anderson  
**CHIEF EXECUTIVE OFFICER**

---

Les Hepworth  
**CHAIRPERSON**



Shire of  
**Perenjori**  
Embrace Opportunity

## **Business Continuity Response Plan**

### **Record of Reviews**

11 January 2017

15 December 2022

### **Adopted**

21 November 2016

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## Document Review

Whenever this document is reviewed and or amended, details must be recorded on this page.

Date	Review Summary
11/01/2017	
15/12/2022	

## Abbreviations and Definitions

Term	Definition	Abbreviation
Business Continuity	Is the uninterrupted availability of all key resources supporting essential business functions?	BC
Business Continuity Control Centre	A central point of reference to co-ordinate the response to a business interruption event. To be established at the discretion of the CMT Director.	BCCC
Business Continuity Management	Provides for the availability of processes and resources in order to ensure the continued achievement of critical objectives.	BCM
Business Continuity Plan(s)	A collection of procedures and information that is developed, compiled and maintained in readiness for use in the event of an emergency or disaster.	BCP
Business Process Assessment	A management tool designed to assist in the identification and assessment of criticality of business processes and functions	BPA
Business Impact Analysis	A management level analysis which identifies the impacts of functional loss on the organisation. The BIA provides management with data upon which to base risk mitigation and continuity planning decisions	BIA
Business Interruption Event	An event that by its duration exceeds the Maximum Acceptable Outage and / or has an adverse impact on business objectives and requires the implementation of the BCP or sub plans.	BIE
Non-Critical Function Action Plan	An agreed documented course of action that identifies mitigation, response and recovery actions for business functions identified as non-critical.	Non-Critical Function Action Plan
Critical Function Sub Plan	An agreed documented course of actions to be taken in the event of business function loss. Plan describes the key actions required under preparation, response and recovery phases.	CFSP
Continuity Management Team	An assembly of executive management representatives and other seconded staff formed for the express purpose of responding to an organisational crisis. CMT management structure will overlay all normal management structures during the response process.	CMT
Emergency Event	An event due to an actual or imminent occurrence (such as a fire, earthquake, or epidemic which: endangers or threatens to endanger the safety or health of staff or visitors to the organisation destroys or damages, or threatens to destroy or damage, property of the organisation has the capacity to disrupt operations to the extent that it impacts critical business objectives.	Emergency Event
Maximum Acceptable Outage	The maximum period of time that Council can tolerate the loss of capability of a critical business function, process, asset or IT application.	MAO
Corporate Governance	A system by which the organisation is directed and controlled. Corporate Governance activities are represented as four principal components: direction, executive action, supervision and accountability.	CG
Risk Management	The culture, processes and structures that are directed towards realising potential opportunities whilst managing adverse effects.	RM



# Introduction

## Purpose

The Shire of Perenjori has adopted a comprehensive and integrated approach to the development of a Business Continuity Management Plan. The purpose of this plan is to build organisational capabilities to support the continued achievements of critical business objectives in the face of uncertainty or disruption.

Council recognises that this plan (Business Continuity Plan) in isolation does not build capability, it provides the approach to establishing effective capability. Whilst the plan is important, it is an outcome of the more important planning and analysis process and is a blueprint to kick-start the response to a business interruption event.

This plan identifies the required facilities, technical infrastructure, key responsibilities, and processes that will be required to position the Shire to be able to respond and recover from a business interruption event.

## Objectives

The objectives of the Shire of Perenjori's Business Continuity Framework are to provide a mechanism that enables Council and its officers to:

- Identify business functions that are critical to Council in meeting its business objectives.
- Develop resumption plans based on criticality of business functions rather than geographic location.
- Build resilience within Council's operational framework.
- Identify and document roles and responsibilities for key staff positions.
- Minimise the impact of function loss on stakeholders and the community.

The business continuity plan provides a framework for management and staff to enable them to implement an agreed response process.

## Use of the BCP

This plan should be used in the event of a business interruption event that may impact on the ability of the Shire of Perenjori to deliver business objectives. Managers and staff with responsibility for impacted areas of the business should use the BCP and any relevant sub plans to ensure a consistent and agreed course of action is implemented.

## Assumptions

The BCP is intended to provide guidance to Council officers to assist continuity of service for critical functions, where those officers are not normally responsible for managing the specific function affected. Where the Council officer who is normally responsible for managing the specific function is available, it is assumed that this document will serve as a check document to reduce the possibility for omission of important actions.

## Limitations

It is not the intent of this document or process to develop Information Technology Disaster Recovery (ITDR) plans. This process will however identify from a business perspective the business requirements for Information Technology resources that support the delivery of business-critical function. This information should then be used to inform the development of ITDR plans.

## Audience – Distribution

The intended audience for The Shire of Perenjori Business Continuity Plan is:

- Council
- Senior Staff Team

- Critical Function Sub Plan Managers and Staff

The plan is available to all Managers and staff via the Shire's shared drive and is to be reviewed annually by Senior Staff.

### **Training and Communication**

A key objective of the BCP is to increase the awareness within the Shire of Perenjori of potential business interruption events that could impact Council. The plan outlines the response / recovery protocols associated with such an event. Training and communication will play a key role in achieving this objective.

It will be the responsibility of the various Senior Managers to ensure that the requirements of the BCP are communicated to all staff and that induction/ training programs include reference to business continuity in the context of sound risk management practices.

Managers should be familiar with key deliverables as detailed in the Critical Function Sub Plans and ensure that staff are aware of their roles and responsibilities in the event of a business interruption event.

### **Validation and Testing**

Business Continuity Management is a process, not an event. Once the BCP has been prepared, commitment to a pre-planned, annual test plan and maintenance schedule is required by the Shire to ensure BCP procedures remain viable into the future.

The testing should include all aspects of the BCP, but not necessarily all in one year. Major components (Sub Plans) should be reviewed at least annually. Volatile information such as contact lists, or areas that are constantly undergoing changes, should be validated more frequently.

In addition to the annual test and review of the BCP, any significant changes in the Shire of Perenjori's operations should also trigger a review of the BCP. Version control of the BCP should be coordinated through the CMT – Coordinator.

## Monitoring & Review

Monitoring and reviewing are an integral component of the BCP process. Council recognises and is committed to ensure the following monitoring and review strategy is implemented.

Activity for Review		Accountability	Timeframe
1	Business Continuity Plan (overarching plan)	Continuity Management Team	Monitor annually and action as required
2	Business Continuity Plan Training	Continuity Management Team	Annual training brief or refresher session
3	Business Continuity Plan Exercise	Continuity Management Team	Annual desk top exercise Simulation exercises each 2 years
<b>Asset Services</b>			
4	Critical Function Sub Plans	Sub plan owner	Annual Review
<b>Finance</b>			
5	Critical Function Sub Plans	Sub plan owner	Annual Review
<b>Community &amp; Marketing</b>			
6	Critical Function Sub Plans	Sub plan owner	Annual Review
<b>Human Resource &amp; Risk</b>			
7	Critical Function Sub Plans	Sub plan owner	Annual Review
<b>Development</b>			
8	Critical Function Sub Plans	Sub plan owner	Annual Review

## Overview of Business Function Criticality

Integral to the BCP is the determination of the Maximum Acceptable Outage (MAO) of a particular business process. The loss of a critical business function for a period greater than the MAO will generally result in the establishment of the Continuity Management Team to direct, oversee and support the emergency, continuity and recovery response phases.

The following table summarises the functions as identified as critical, the maximum acceptable outage for that function and what Information Technology services are required to facilitate resumption.

Division/ Group	Assets & Infrastructure	
Business Unit	Critical Function	Max Acceptable Outage
Asset Services	Road access and serviceability (arterial & Collector)	4 hours
	Airport operations	24 hours
	Provision of support to control agencies	2 hours
	Responding to public health hazards	4 hours

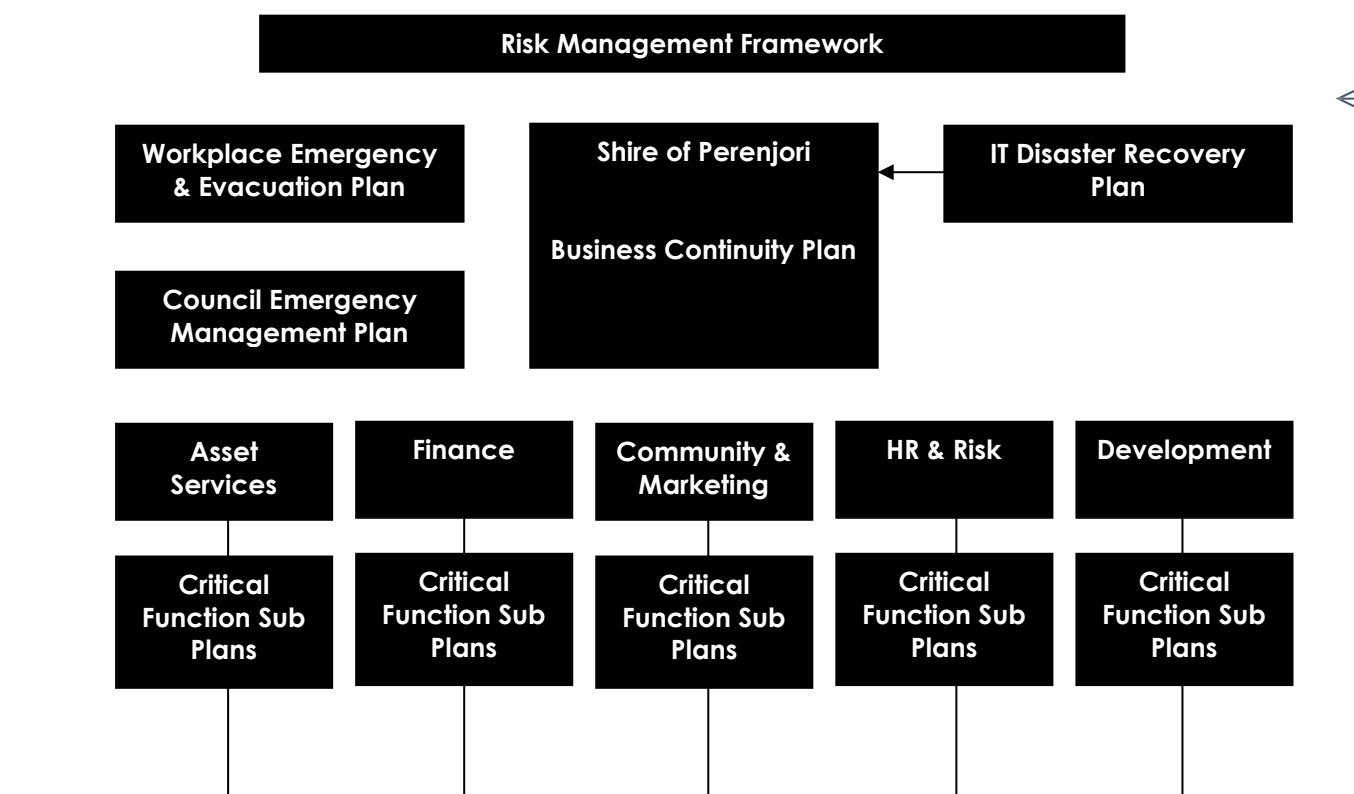
Division/ Group	Business Services	
Business Unit	Critical Function	Max Acceptable Outage
Finance	Payment of Creditors	6 weeks
	ATO BAS/FBT	6 weeks
Business Unit	Critical Function	Max Acceptable Outage
Community & Marketing	Records Management	5 days
	Customer Service	1 day
Business Unit	Critical Function	Max Acceptable Outage
Human Resources & Risk	Payroll	1 day (Tuesday)
Business Unit	Critical Function	Max Acceptable Outage
Development	Applications	4 weeks
	Inspections	5 days

## Scope

The object of the BCP is to ensure that appropriate structures and protocols are in place that enable effective response to a business interruption event that has the potential to impact on Council's objectives. The BCP documents the processes and resources required by the Shire in the delivery of its critical business objectives.

In identifying business continuity risks, the focus is on the building of resilience and response capabilities within business functions that have been identified as critical by the organisation. Treatment options for non-critical functions are also identified and documented within the framework, this ensures that Council has a whole of organisation view when responding to interruption events, as the nature of these events can change rapidly.

The BCP does not cover requirements associated with a workplace emergency (safety) situation. A separate workplace emergency plan that is the responsibility of the Chief Warden / Emergency Services is to be implemented. In all cases of activation of the workplace emergency plan the Chief Warden will brief the Director of the Continuity Management Team of any implications for business continuity as a result of the emergency plan activation.



Business continuity encompasses the identification and risk management of Council's business processes. It involves a stepping process that seeks to identify, assess control and monitor Council's business functions. The plan has been developed with consideration given to AS/NZS 5050:2010

Business continuity - Managing disruption-related risk, AS/NZS/ISO 3100:2009 Risk Management- Principles and guidelines and the ANAO Business Continuity Management guidelines – "Keep the wheels in motion", and Societal Security – Guidelines for incident preparedness and operational continuity management (ISO N022: 2007).

Broadly, the steps in developing the Business Continuity Plan include:

### 1. Identify and Assess Business Processes and Functions

Identify business processes and functions within each individual business unit/section/division. Once the functions are identified an analysis at a whole of organisational level is conducted to determine which functions are critical and require further planning to ensure the ability to respond in the face of a continuity interruption event.

### 2. Conduct the Business Impact Analysis (BIA)

The BIA is conducted on those functions identified as critical within the business process assessment. The BIA is intended to identify the impacts of the function loss on the business including penalties for non-delivery, functional interdependencies, organisational ownership, it also looks at the resources currently required to support the functions and assesses the minimum level of resources required to continue the availability. Importantly the BIA is the tool that is used to determine the Maximum Acceptable Outage (MAO).

### 3. Critical Function Sub Plan (CFSP)

The CFSP identifies the agreed actions that a business process owner will undertake to manage the loss of the function through the emergency, continuity and recovery phases. The sub plan identifies ownership, failure scenarios, and criteria for invoking the plan, agreed courses of actions for emergency, continuity and recovery. The CFSP also allows for targeted messages to be developed for specific function loss.

### 4. Overarching Business Continuity Plan (BCP)

The BCP identifies the responsibilities of key Managers, with particular emphasis on direction setting and effective and timely communication to stakeholders at an organisational level. It is important to recognise that this document provides a flexible framework in which the organisation can plan for disruption of its

critical functions. It does not attempt to identify and plan for every contingency or outage that could occur, it provides a flexible framework for the process owners to identify, plan and develop redundancy for business processes.

#### **5. Test and maintain the BCP**

The BCP will be reviewed annually by the Senior Staff Team, these actions are essential to ensure that it reflects the current practices of the organisation.

Testing of the Critical Function Sub plans and overarching plans will provide management assurance that the plan(s) are effective. The testing regime is based on the following:

- Desktop / paper audit to ensure that the appropriate documents are available and understood.
- Structured “walk through” where a business interruption scenario is played out through a mock recovery; and a divisional or whole of organisation level, and
- Frequency and actions to be undertaken are identified within the monitoring and review section of this document.

# Continuity Management Team

## Roles and Responsibilities CMT

The CMT is established to provide a management mechanism that can ensure reporting lines and responsibilities are clear when the BCP is activated. The focus of the CMT is to manage the business interruption event from a corporate perspective while providing guidance and support to the Managers on site. This process is facilitated by the development of pre-determined courses of actions (Sub plans) thus allowing the CMT to focus on the strategic or whole of business response to the business interruption event. Resilience within the CMT is the responsibility of the CMT. Each position is to have an alternate member identified and trained in the role.

## CMT - Structure

CMT Position	Staff Position	Alternate Staff Position
CMT Director	Chief Executive Officer	Manager Corporate and Community Services
CMT Coordinator	Manager Corporate and Community Services	Executive Assistant
CMT Member	Community Development Officer	Finance Officer
CMT Member	Manager Infrastructure Services	Team Leader
CMT Support	Executive Assistant	Customer Service Officer

## Notification – Declaration Process

### Notification

On first becoming aware of a possible business continuity event, the relevant function manager is required to assess the situation and if the event is likely to exceed the agreed “MAO timeframe”, then the CMT Director should be notified immediately by phone and where possible, with a follow-up email or personal briefing detailing the key issues including:

- Nature of the incident – time informed etc.
- Describe business elements impacted (Critical Functions)
- Facility/ equipment impacted
- Staff
- Any response actions implemented (Critical Function Sub Plan)
- Any media involvement/ interest
- Any immediate support requirements

Elements of the BCP (Sub Plans) can be implemented at the local level, where appropriate to address an immediate response requirement even if the event is expected to be resolved within an acceptable period.

### Assessment

On receipt of a notification that will impact business continuity the CMT Director will:

- Formally note details
- Notify other members of the Continuity Management Team (CMT) (consider Telstra conference call)
- Confirm the details of the incident and appropriate media strategies
- Conduct preliminary impact assessment (facility and technology infrastructure)
- Determine if a control centre needs to be opened

- Ensure that the Insurer has been formally notified (if appropriate)

## **Declaration**

The CMT Director is to review the preliminary information and if considered necessary declare a Business Interruption Event.

The CMT Director is to facilitate the draft communications, both internal and external, for discussion at the initial CMT meeting.

## **Control Centre**

On the declaration of a Business Interruption Event by the Director CMT and if deemed appropriate a control centre will be opened. The resourcing and opening of this centre is the responsibility of the CMT coordinator. Given the variable nature of Business Continuity Events, the following sites have been identified and prioritised.

If the incident does not impact on the Council Administration Building:

### **1. Council Administration Building**

If the primary centre is uninhabitable then:

### **2. Backup Centre - Perenjori Pavilion**

## **Dedicated Media Briefing Centre**

The CEO has determined that all media briefing is to be held in the Council Chambers.

The Executive Assistant to the CEO is to ensure that this facility is able to be used when required.

## **Business Impact Analysis (BIA)**

Central to ensuring the ongoing viability of the business in an interruption event is the identification of critical business functions, the processes and assets (people & property) that support the delivery of these critical functions and the impact of the loss of the functions on the business are analysed within a Business Impact Analysis. BIA's have been completed for each of the identified critical functions and are contained within the Critical Function Sub Plans.

## **Responsibility Statements**

Responsibility Statements for each position in the CMT and supporting positions have been developed to ensure there are clear and unambiguous directions available for each of the members of the CMT. All responsibility statements are to be approved by the CMT and this action is to be recorded on the statement. On activation of the BCP these statements come into effect.

## **Business Continuity Instructions (BCI)**

Upon declaration of an interruption event the following instructions have been developed to provide assistance. However, any restoration plan developed by the CMT will take precedence over the respective instruction.

- Emergency Contacts
- CMT Sample Meeting Agenda
- Media Enquiry Record Form
- Press Release
- Telephone Redirection Authorisation
- Business Continuity Coordination Centre Checklist
- Pandemic Response Information Guide



## Emergency Contacts

A list of Emergency Contacts has been prepared including all nominated members of the CMT, their designated deputies as well as key external services.

A copy of this listing should be held off premises by respective CMT and members and identified alternates to enable the listing to be referenced in the event that access is denied to the premises.

CMT Position	Staff Position	Alternate Staff Position
CMT Director	Chief Executive Officer	Manager Corporate and Community Services
CMT Coordinator	Manager Corporate and Community Services	Executive Assistant
CMT Member	Community Development Officer	Finance Officer
CMT Member	Manager Infrastructure Services	Team Leader
CMT Support	Executive Assistant	Customer Service Officer

## Initial CMT Meeting

The CMT Director is to call the initial CMT meeting to obtain more detailed information from the relevant business areas impacted, including:

- Staff
- Any associated Emergency Services issues
- Building facilities
- Public relations/ media
- Damage/ security
- Salvage of building and/or IT equipment
- Review and confirmation of delegation of authorities for staff

Ensure all team members understand their responsibilities and their assigned tasks.

During the meeting information will have been gathered by the various CMT members to produce an evaluation of the incident. A formal record of the meeting to be collated by CMT Support person with particular emphasis on items to be actioned. This record needs to be regularly reviewed and updated as additional information comes to hand.

The CMT Director to manage the restoration of business activities in line with the responsibilities defined in the BCP.

## Media Protocols

Due to the nature of the media, the timeliness of reporting in these circumstances is critical. Prompt reporting to, and liaison with the Continuity Management Team is in the best interests in terms of allowing for the preparation of an appropriate response.

## Authority

The Chief Executive Officer will communicate with the media regarding any operational factors. This extends to contractors and other service providers and agencies and should be communicated in any site contractor agreements.

## General Statement to Media in the event of a business interruption event

In the event of a major incident, particularly after-hours, there may be a period of time elapsed before the designated media spokesperson is in a position to respond to media enquiries. Should any staff member be

approached by media representatives for a comment they are only authorised to make the following statement:

**"I am sorry, but I am not authorised to make any statement at this time. The appropriate personnel are currently being briefed on the situation and a spokesperson will be available to talk to you shortly"**

*There is no such thing as an "off the record" comment.*

If you cannot immediately refer the journalist to the CEO, please complete the Media Enquiry Record Form. Let the journalist know that someone will return their call promptly.

Provide the CEO with the journalist's details as soon as possible. Also provide any background and relevant information that you have about the event, including how the journalist came to contact you.

## Responsibility Statements

CMT Director			
Position	CMT Director	Staff Position	CEO
During absence this role will be assumed by		MCCS	
Position Statement	The CMT Director is responsible for declaring a business continuity event and invoking the BCP. The CMT Director is required to oversee and manage all resumption activities. During a workplace emergency the Chief Warden has authority until the workplace emergency is resolved and control is returned to the CEO or CMT Director if the BCP is to be activated.		
Knowledge Requirements	<div><div>1.</div><div>High level of organisation activities and service delivery Priorities.</div></div> <div><div>2.</div><div>Community, Business and Regulatory contacts.</div></div>		
Responsibilities	<div>The CMT Director must make decisions as to the best strategy for business resumption based on information received by other CMT members. This strategy is then translated into an action plan by the supporting teams.</div> <div>Responsibilities include:<div><div>•</div><div>Maintain working knowledge of BCP &amp; relevant Critical Function</div></div><div><div>•</div><div>Sub Plans.</div></div><div><div>•</div><div>Participate in monitor and review activities.</div></div><div><div>•</div><div>Participate in and ensure appropriate levels of training is undertaken.</div></div></div> <div>On Activation:<div><div>•</div><div>Activate the BCP.</div></div><div><div>•</div><div>Notifying and liaising with stakeholders.</div></div><div><div>•</div><div>Provide the focal point in communication to the staff, media and public.</div></div><div><div>•</div><div>Establishing and chairing all CMT meetings (may delegate).</div></div><div><div>•</div><div>Authorisation of any detailed restoration plan.</div></div><div><div>•</div><div>Delegate tasks and overseeing resumption activities.</div></div><div><div>•</div><div>Monitor the gathering of business interruption event information.</div></div><div><div>•</div><div>Ensure CEO is briefed as required.</div></div><div><div>•</div><div>Promote the wellbeing and safety of all staff.</div></div><div><div>•</div><div>Liaise with elected body via the Shire President.</div></div></div>		
Date approved by CMT			

CMT Coordinator			
Position	CMT Coordinator	Staff Position	MCCS
During absence this role will be assumed by		EA	
Position Statement	The CMT Coordinator is required to assist the CMT Director in the management of the business resumption activities. The CMT Coordinator must be familiar with the business continuity plan, Critical function Sub Plans and team responsibilities.		
Knowledge Requirements	<div>1. High level knowledge of overarching BCP.</div> <div>2. Understanding of organisation activities and service delivery priorities.</div> <div>3. High level of internal key contacts and accountabilities.</div>		
Responsibilities	<div>The CMT Coordinator is required to report to the CMT on the currency of individual and business level continuity plans and activities.</div> <div>Responsibilities include:</div> <div><div>• Pre event coordination of BCP and Sub plans with relevant owners.</div><div>• Coordination of training for CMT &amp; CMT SG members.</div><div>• Coordination of testing for the Business Continuity Plan.</div><div>• Resourcing of Control Centre.</div></div> <div>On Activation:</div> <div><div>• Open Control Centre on direction of CMT Director.</div><div>• Assisting CMT Director as required.</div><div>• Notify Insurer and manage the insurance requirements.</div><div>• Media Functions:</div></div> <div>Support the Shire President / CEO to ensure the dedicated media briefing centre is fit for purpose</div>		
Date approved by CMT			

CMT Support			
Position	CMT Support	Staff Position	Executive Assistant
During absence this role will be assumed by		Customer Service Officer	
Position Statement	The CMT Support is responsible for the smooth functioning of the Control Centre (if established) and the administrative needs of the CMT.		
Knowledge Requirements	<div><div>1.</div><div>High level of internal key contacts and resource knowledge.</div></div> <div><div>2.</div><div>High level of administrative functions and arrangements.</div></div>		
Responsibilities	<div><div>Responsibilities include:</div><div><div>•</div><div>Maintain working knowledge of BCP &amp; relevant Critical Function Sub Plans.</div></div><div><div>•</div><div>Maintain high level of administration skills.</div></div></div> <div><div>On Activation:</div><div>If required, assist with the setup of the Control Centre and arranging stationery, equipment etc.</div><div><div>•</div><div>Arrange resources to assist CMT members (if required).</div></div><div><div>•</div><div>Making arrangements for all CMT meetings.</div></div><div><div>•</div><div>Provide general administrative support (including log of all events and actions, resumption status, CMT members’ movements etc.)</div></div><div><div>•</div><div>Create and maintain a chronological log of meetings and decisions made.</div></div></div>		
Date approved by CMT			

CMT Members			
Position	CMT Members	Staff Positions	MIS, CDO
During absence this role will be assumed by		Customer Service	
Position Statement	A successful Continuity Management Team (CMT) relies on expertise from within the organisation as they are the people that understand the business processes and related risks. Accordingly, the Executive Team members are the designated members of the CMT and charged with implementing the whole of organisation response. However, they still maintain responsibility for the continuity and recovery actions of their individual business units. The business unit activities are undertaken by the function managers in accordance with agreed sub plans.		
Knowledge Requirements	<div>1. High level of group activities and service delivery priorities.</div> <div>2. High level knowledge of group critical function sub plans.</div> <div>3. High level knowledge of overarching BCP.</div>		
Responsibilities	<div>Responsibilities include:</div> <div><div>Maintain working knowledge of BCP &amp; relevant Critical Function Sub Plans.</div><div>Participate in monitor and review activities</div><div>Participate in and ensure appropriate levels of training are undertaken</div><div>With Critical Function Sub Plan Managers.</div></div> <div>On Activation:</div> <div><div>Operate as a member of the CMT.</div><div>Ascertain the impact on business unit activities and report to CMT.</div><div>Coordination of business unit Critical Function Sub Plan implementation required.</div><div>Monitoring implementation against the Business Continuity Plan.</div><div>Maintaining information and report on costs to CMT.</div></div>		
Date approved by CMT			

# BCI 1      Emergency Contacts Continuity

## Management Team

CMT Position	Staff Position	Contact Details	Alternate Staff Position	Contact Details
<b>CMT Director</b>	Chief Executive Officer	M (W): 0428 352 036 <a href="mailto:ceo@perenjori.wa.gov.au">ceo@perenjori.wa.gov.au</a> <b>Paul Anderson</b>	MCCS	W: 9973 0100 M (W): 0427 731 004 <a href="mailto:mccs@perenjori.wa.gov.au">mccs@perenjori.wa.gov.au</a>
<b>CMT Coordinator</b>	MCCS	W: 9973 0100 M (W): - 0427 731 004 <a href="mailto:mccs@perenjori.wa.gov.au">mccs@perenjori.wa.gov.au</a>	Executive Assistant	W: 9973 0100 <a href="mailto:ea@perenjori.wa.gov.au">ea@perenjori.wa.gov.au</a>
<b>CMT Member</b>	CDO	W: 9973 0110 M: 0400 070 051 <a href="mailto:cdo@perenjori.wa.gov.au">cdo@perenjori.wa.gov.au</a>	Finance Officer	W: 9973 0100 <a href="mailto:finance2@perenjori.wa.gov.au">finance2@perenjori.wa.gov.au</a>
<b>CMT Member</b>	Manager Infrastructure Services	M: 0427 731 002 Depot: 9973 0112 <a href="mailto:mis@perenjori.wa.gov.au">mis@perenjori.wa.gov.au</a>	Team Leader	Depot: 9973 0112
<b>CMT Support</b>	Executive Assistant	W: 9973 0100 <a href="mailto:ea@perenjori.wa.gov.au">ea@perenjori.wa.gov.au</a>	Customer Service Officer	W: 9973 0100 <a href="mailto:cso@perenjori.wa.gov.au">cso@perenjori.wa.gov.au</a>

## BCI 2      Emergency Contacts External

### Emergency Contacts

Service	Company	Contact Details
CESM	Perenjori	M: - 0438 277 582 P: - 9956 6018 <a href="mailto:richard.ryan@dfes.wa.gov.au">richard.ryan@dfes.wa.gov.au</a> <b>Rick Ryan</b>
Police	Perenjori Police	Emergency: - 000 Non-Emergency: - 9973 0500 P: - 9973 1040
Electricity	Western Power	P: - 13 13 51
Water	Water Corporation	P: - 13 13 75
Fire Emergency Services	DFES Geraldton DFES SES	P: - 9956 6000 P: - 13 33 37 P: - 32 500
Rescue Services	SES Morawa	M: - 132 500
Doctor	Perenjori Medical Centre	P: - 9973 1031
Doctor	Morawa Medical Centre	P: - 9971 1103
Hospital	Morawa Hospital	P: - 9971 0200
Ambulance	St John Ambulance Perenjori Sub Centre	Emergency: - 000 Non-Emergency: - 131 233
CBFC	Perenjori	P: - 9973 1110 M: - 0407 193 837
Local Captain	Phil Page	P: - 9973 1137 M: - 0429 135 230
Waste Contractor	BL & MJ Thornton	P: - 9971 1253
Communication	Telstra	P: - 132 203
Poison	Poisons Information Centre	P: - 131 351



### Meeting Agenda

#### Initial CMT Meeting

The CMT Director is to call the initial CMT meeting to obtain more detailed information from the relevant business areas impacted, including:

- ☐ Staff
- ☐ Any associated Emergency Services issues
- ☐ Building facilities
- ☐ Public relations/ media
- ☐ Damage/ security, and
- ☐ Salvage of building and/ or IT equipment.

During the meeting information will have been gathered by the various CMT members to produce an evaluation of the incident. A formal record of the meeting to be collated by CMT Support person with particular emphasis on items to be actioned. This record needs to be regularly reviewed and updated as additional information comes to hand.

#### Other Issues for consideration include

- ☐ Scheduling of site visit
- ☐ Identification of affected departments
- ☐ Public notification
- ☐ Schedule of staff meetings
- ☐ Development of initial plan for operations (short term)
- ☐ Allocation of temporary work locations.

## BCI 3      Media Enquiry Record Form

Business Continuity – Media Enquiry Record Form			
Taken by:			
Issue:			
Date:		Time of call:	
Journalist name:			
Contact numbers:			
Media outlet:			
Deadline:			
Publication date:			
Question:			
Taken by:			
Issue:			
Response by:			
Position in KI Council:			
Response:			
Date:		Time:	

## BCI 4      Press Release

On (insert day and date) at approximately (insert time) Council experienced a business interruption event (describe event) as a result of this event the following services are currently impaired:

- ☐ Rates
- ☐ Water & Sewer
- ☐ Roads
- ☐ Community Services.

Services that are not impacted by the business interruption include:

- ☐ Libraries
- ☐ Meals on wheels
- ☐ Etc.

Workarounds are currently being put in place in line with Council's Business Continuity Strategy. Council will advise the community via the media once service delivery strategies have been confirmed. Council's contact number remains (insert number) and will be manned from (insert times) until further notice.

Issued by:

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Paul Anderson  
**CHIEF EXECUTIVE OFFICER**  
Shire of Perenjori

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**Time**

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**Date**

## BCI 5 Telephone Redirection Authorisation

Note that telephone redirection has not been setup by Local Government Risk Services.

Indications from Telstra are that clients will need to provide the following information to affect a redirection on phone numbers.

- ☐ Company name
- ☐ ABN
- ☐ Billing Address
- ☐ Redirection numbers.

Only Authorised council account holders will be able to authorise effect and will need to be preauthorised.

Emergency Redirections can be obtained with the above information by calling 13 22 55 Telstra Corporate Faults.

The following may be used to confirm your requirements with Telstra:

(Date)  
(Council)  
(Address)  
(Town State Post Code)

The Manager  
Telephone Redirections

Dear Sir/ Madam

The Shire of Perenjori is in the process of activating its Business Continuity Plan in response to a business interruption event.

This email is to request in writing that Telstra immediately redirect the current Shire of Perenjori telephone number 08 9973 0100 to (insert alternate site name and number).

Council will inform Telstra again in writing when a change to this arrangement is required.

If you need clarification or to speak to a Council Representative, please call:

(insert Mobile Number of CMT) member).

Issued by:

---

Paul Anderson  
**CHIEF EXECUTIVE OFFICER**  
Shire of Perenjori

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Date:

## Critical Function Sub Plans

### Assets Infrastructure

#### Asset Services:

Road Access & Serviceability			
Prepared by	MIS	Date	
Sub Plan Owner	This plan is owned by the Depot who has overall responsibility for this plan. The routine management of the plan is delegated to MIS who has responsibility for ensuring the accuracy and currency of the plan and advising of any changes required.		
Identified Critical Business Functions			
Arterial & collector road access Staff availability			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss	Penalties for Non-Delivery	Functional Interdependencies	
<ul style="list-style-type: none"> <li>Inability to commute between two townships</li> <li>Inability to transport staff and plant</li> </ul>	<ul style="list-style-type: none"> <li>Inability to deploy/ or mobilise staff &amp; plant</li> <li>Non-delivery of community expectations</li> </ul>	<ul style="list-style-type: none"> <li>Lead response agency</li> <li>DEFES</li> </ul>	
<ul style="list-style-type: none"> <li>Current Resources Premises/ Equipment/ Staff</li> </ul>	<ul style="list-style-type: none"> <li>Minimum Resources Required</li> </ul>	<ul style="list-style-type: none"> <li>Alternate Manual Process or Work Around</li> </ul>	
<ul style="list-style-type: none"> <li>2-way radios</li> <li>Mobile phones</li> <li>Human resources/ staff</li> <li>Plant resources</li> </ul>	<ul style="list-style-type: none"> <li>2-way radios</li> <li>1 pc with internet connection</li> <li>Hazard signage</li> </ul>	<ul style="list-style-type: none"> <li>Detour where applicable</li> </ul>	
Road Access & Serviceability			
Disruption Scenario		Max Allowable Outage	
<ul style="list-style-type: none"> <li>Vehicle accident</li> <li>Flooding</li> <li>Fire Chemical Spill</li> <li>Storm event (i.e., trees down)</li> </ul>		<ul style="list-style-type: none"> <li>4 hours</li> </ul>	

Authority for Invoking Plan		DFES, LG, Police	
Key Decision Makers to be assembled			
<ul style="list-style-type: none"><li>• CEO</li><li>• MIS</li><li>• MCCS</li><li>• CESM</li></ul>			
Stakeholders other than process owner			
Internal		External	
<ul style="list-style-type: none"><li>• CESM</li><li>• MIS</li></ul>		<ul style="list-style-type: none"><li>• DFES</li><li>• Lead response agency</li></ul>	
Pre-Event Preparedness Current policies & procedures & access points required to deliver function			
The current policy and procedures for this critical function can be located – <ul style="list-style-type: none"><li>• Electronic copies:</li><li>• T: Emergency Response</li><li>• Hard copies:</li><li>• Emergency Response Package</li><li>• Hard copy roads maps</li></ul>			
Emergency Response Immediate actions required if function is lost.			
On being advised of a business interruption event the following immediate responses should be considered: <ul style="list-style-type: none"><li>• Refer to emergency response plan &amp; assemble the response team.</li></ul>			
Continuity Management Actions required to ensure continued availability of the function			
In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate: <ul style="list-style-type: none"><li>• Communicate road closed to community, DFES, Local Bush Fire crew, ambulance, schools, daycare, Doctors, surrounding Shires and elected members</li></ul>			
Road Access & Serviceability			
Communication Considerations			
Internal		External	
<ul style="list-style-type: none"><li>• Which road(s)</li><li>• Alternative routes</li><li>• Estimated outage</li><li>• When next update will be provided</li></ul>		<ul style="list-style-type: none"><li>• See internal</li></ul>	
Further Treatment/ Action Plans Actions required for continuous improvement			
Treatment/ Action Plan		Position Responsible for development	Target Date
<ul style="list-style-type: none"><li>• Ongoing revision of emergency response plan for events other than fire, i.e., flood</li></ul>			

Airport			
Prepared by	Ken Markham	Date	
Sub Plan Owner	This plan is owned by MIS who has overall responsibility for this plan. The routine management of the plan is delegated to MIS who has responsibility for ensuring the accuracy and currency of the plan and advising of any changes required.		
Identified Critical Business Functions			
RFDS landing DFES deployment			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss		Penalties for Non-Delivery	Functional Interdependencies
<ul style="list-style-type: none"><li>RFDS response</li><li>Flying/Flyout</li></ul>		<ul style="list-style-type: none"><li>Community expectations</li><li>Mining operations</li></ul>	<ul style="list-style-type: none"><li>CASA</li><li>ATS</li><li>DFES</li><li>Lead agency</li></ul>
<ul style="list-style-type: none"><li>Current Resources Premises/ Equipment/ Staff</li></ul>		<ul style="list-style-type: none"><li>Minimum Resources Required</li></ul>	<ul style="list-style-type: none"><li>Alternate Manual Process or Work Around</li></ul>
<ul style="list-style-type: none"><li>2 unsealed runways</li><li>Lighting on taxi way</li><li>Windsock</li></ul>		<ul style="list-style-type: none"><li>Runway lighting (emergency)</li><li>Windsock</li><li>1 operational runway</li></ul>	<ul style="list-style-type: none"><li>Alternative air strip (possibly Karara)</li></ul>
Airport			
Disruption Scenario			Max Allowable Outage
<ul style="list-style-type: none"><li>Aircraft accident</li><li>Environmental conditions (i.e., fog)</li></ul>			<ul style="list-style-type: none"><li>N/A</li><li>1 day</li><li>N/A</li></ul>

Authority for Invoking Plan		MIS	
Key Decision Makers to be assembled			
<ul style="list-style-type: none"><li>MIS</li><li>CESM</li><li>CEO</li></ul>			
Stakeholders other than process owner			
Internal		External	
<ul style="list-style-type: none"><li>CESM</li></ul>		<ul style="list-style-type: none"><li>RFDS</li><li>CASA</li></ul>	
Pre-Event Preparedness Current policies & procedures & access points required to deliver function			
<p>The current policy and procedures for this critical function can be located – Electronic copies:</p> <ul style="list-style-type: none"><li>TBA Hard copies:</li><li>airport emergency plan.</li></ul>			
Emergency Response Immediate actions required if function is lost.			
<p>On being advised of a business interruption event the following immediate responses should be considered:</p> <ul style="list-style-type: none"><li>Refer to Shire of Perenjori Emergency Management Plan</li></ul>			
Airport			
Continuity Management Actions required to ensure continued availability of the function			
<p>In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:</p> <ul style="list-style-type: none"><li>Communication to stakeholders</li></ul>			
Communication Considerations			
Internal		External	
<ul style="list-style-type: none"><li>Event</li><li>Anticipated closure timeframe</li><li>Services impacted</li><li>Time of next status update</li></ul>		<ul style="list-style-type: none"><li>RFDS</li></ul>	
Further Treatment/ Action Plans Actions required for continuous improvement			
<ul style="list-style-type: none"><li>Treatment/ Action Plan</li></ul>		<ul style="list-style-type: none"><li>Position Responsible for development</li></ul>	<ul style="list-style-type: none"><li>Target Date</li></ul>
<ul style="list-style-type: none"><li>Review airport emergency plan</li><li>Airport security &amp; safety plan - review</li></ul>		<ul style="list-style-type: none"><li>MIS</li><li>MIS</li></ul>	



CWMS			
Prepared by	MIS	Date	
Sub Plan Owner	This plan is owned by the MIS who has overall responsibility for this plan. The routine management of the plan is delegated to MIS who has responsibility for ensuring the accuracy and currency of the plan and advising CEO of any changes required.		
Identified Critical Business Functions			
Removal & processing of liquid waste			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss	Penalties for Non-Delivery		Functional Interdependencies
<ul style="list-style-type: none"><li>Environmental/ public health</li></ul>	<ul style="list-style-type: none"><li>Community expectations</li><li>DER fines</li><li>Public health implications</li></ul>		<ul style="list-style-type: none"><li>EPA</li><li>WA health</li></ul>
<ul style="list-style-type: none"><li>Current Resources Premises/ Equipment/ Staff</li></ul>	<ul style="list-style-type: none"><li>Minimum Resources Required</li></ul>		<ul style="list-style-type: none"><li>Alternate Manual Process or</li><li>Work Around</li></ul>
<ul style="list-style-type: none"><li>Mobile phones</li><li>Contract EHO</li></ul>	<ul style="list-style-type: none"><li>Contract sewerage removalist</li></ul>		<ul style="list-style-type: none"><li>Diesel power pumps</li></ul>
Disruption Scenario			Max Allowable Outage
<ul style="list-style-type: none"><li>Flooding</li></ul>			<ul style="list-style-type: none"><li>2 days</li></ul>
Authority for Invoking Plan	MIS		

CWMS	
Key Decision Makers to be assembled	
<ul style="list-style-type: none"> <li>CEO</li> <li>MIS</li> <li>CESM</li> <li>EHO</li> </ul>	
Stakeholders other than process owner	
Internal	External
<ul style="list-style-type: none"> <li>CESM</li> <li>EHO</li> </ul>	<ul style="list-style-type: none"> <li>WA Health</li> <li>EPA</li> </ul>

**Pre Event Preparedness Current policies & procedures & access points required to deliver function**

The current policy and procedures for this critical function can be located –

Electronic copies: Hard copies:

- Under development

**Emergency Response Immediate actions required if function is lost.**

On being advised of a business interruption event the following immediate responses should be considered:

- Contact liquid waste to be on standby
- EHO to be contacted

**Continuity Management Actions required to ensure continued availability of the function**

In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:

- Day care, schools, hotels & food outlets to be notified
- WA Health to be notified
- WA Water to be notified
- EPA to be notified

**CWMS****Communication Considerations**

Internal	External
<ul style="list-style-type: none"><li>• Actual cause of issue (power loss, rising mains failure)</li><li>• Estimated outage time</li><li>• Recommended precautions for community</li><li>• Next update timeframe</li></ul>	<ul style="list-style-type: none"><li>• See internal</li></ul>

**Further Treatment/ Action Plans Actions required for continuous improvement**

Treatment/ Action Plan	Position Responsible for development	Target Date
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## Business Services

### Finance

Payment & Creditors			
Prepared by	MCCS	Date	
Sub Plan Owner	This plan is owned by the MCCS who has overall responsibility for this plan. The routine management of the plan is delegated to the Finance Officers who have responsibility for ensuring the accuracy and currency of the plan and advising the MCCS of any changes required.		
Identified Critical Business Functions			
Payment of critical creditors invoices Compliance with statutory ATO requirements			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss	Penalties for Non-Delivery	Functional Interdependencies	
<ul style="list-style-type: none"> <li>Possible loss of credit ratings</li> </ul>	<ul style="list-style-type: none"> <li>Late payment fees</li> <li>Accounts restricted</li> <li>ATO fines</li> </ul>	<ul style="list-style-type: none"> <li>Financial reports not up to date</li> <li>Possible loss of supply/ resources</li> </ul>	
Current Resources Premises/ Equipment/ Staff	Minimum Resources Required	Alternate Manual Process or Work Around	
<ul style="list-style-type: none"> <li>IT access &amp; equipment (Synergy, internet banking, ATO access)</li> <li>Creditor officer (and their procedures)</li> <li>Accountant</li> <li>Invoices/ Purchase orders</li> </ul>	<ul style="list-style-type: none"> <li>1 PC – could be laptop remotely via VPN</li> <li>Internet to lodge payment</li> </ul>	<ul style="list-style-type: none"> <li>Contract out to another Shire</li> </ul>	
Disruption Scenario			Max Allowable Outage
<ul style="list-style-type: none"> <li>IT outage</li> <li>Major catastrophic event</li> <li>Loss of key finance staff</li> </ul>			<ul style="list-style-type: none"> <li>6 weeks</li> </ul>
Payment & Creditors			
Authority for Invoking Plan			
Key Decision Makers to be assembled			
<ul style="list-style-type: none"> <li>IT support</li> <li>MCCS</li> <li>Accountant/SFO</li> </ul>			

Stakeholders other than process owner		
Internal		External
<ul style="list-style-type: none"><li>Audit committee</li></ul>		<ul style="list-style-type: none"><li>Creditors (suppliers)</li><li>ATO</li><li>Bank West</li></ul>
Pre-Event Preparedness Current policies & procedures & access points required to deliver function		
<p>The current policy and procedures for this critical function can be located –</p> <p>Electronic copies:</p> <ul style="list-style-type: none"><li>T:Drive / Finance</li><li>Hard copies</li><li>Located in finance office</li></ul>		
Emergency Response Immediate actions required if function is lost.		
<p>On being advised of a business interruption event the following immediate responses should be considered:</p> <ul style="list-style-type: none"><li>Identify possible downtime with key decision makers</li><li>Communicate with creditors/ ATO as necessary</li></ul>		
Continuity Management Actions required to ensure continued availability of the function		
<p>In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:</p> <ul style="list-style-type: none"><li>Consult with key decision makers on appropriate course of action</li><li>Directly contact affected creditors / ATO (depending on time of month)</li></ul>		
Communication Considerations		
Internal		External
<ul style="list-style-type: none"><li>Ensure purchasing officers are aware of situation i.e., may need to avoid unnecessary purchases</li><li>Inform Senior Staff</li></ul>		<ul style="list-style-type: none"><li>Ensure key creditors are consulted with, to not effect reputation</li><li>Contact ATO</li></ul>
Payment & Creditors		
Further Treatment/ Action Plans Actions required for continuous improvement		
Treatment/ Action Plan	Position Responsible for development	Target Date
<ul style="list-style-type: none"><li>Develop detailed procedures to enable other staff to meet ATO requirements</li></ul>	Finance Officer	

## Community & Marketing

Records Management			
Prepared by	CEO	Date	
Sub Plan Owner	This plan is owned by the CEO who has overall responsibility for this plan. The routine management of the plan is delegated to the Executive Assistant who has responsibility for ensuring the accuracy and currency of the plan and advising the CEO of any changes required.		
Identified Critical Business Functions			
Classification, storage, distribution and retrieval of information. Provide administrator services for Records Management Synergy module.			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss	Penalties for Non Delivery	Functional Interdependencies	
<ul style="list-style-type: none"> <li>Loss of original records</li> <li>Loss of original records not held on Synergy</li> <li>Records loss which SOPJ are required to have</li> </ul>	<ul style="list-style-type: none"> <li>Loss of information</li> <li>Incorrect information</li> </ul>	<ul style="list-style-type: none"> <li>Synergy records management system</li> <li>Physical records</li> <li>Strong Room, Records room, Depot records room, Data bank offsite, HR-Personnel Files, Development Services</li> </ul>	
Current Resources Premises/ Equipment/ Staff	Minimum Resources Required	Alternate Manual Process or Work Around	
<ul style="list-style-type: none"> <li>1 PC</li> <li>internet connection</li> <li>synergy records management system</li> <li>1 PTE</li> <li>Records management policy and procedure</li> </ul>	<ul style="list-style-type: none"> <li>1 PTE</li> <li>1 PC</li> <li>Access to Synergy</li> <li>Management system</li> <li>Access to records file master</li> </ul>	<ul style="list-style-type: none"> <li>Records management procedures</li> <li>Access to Records File Record Master</li> <li>Access to list of vital records required by SOPJ (list accessed through BCP reports)</li> <li>(could work from depot or aquatic centre)</li> </ul>	

Records Management	
Disruption Scenario	Max Allowable Outage
<ul style="list-style-type: none"> <li>• Fire/Building failure</li> <li>• Loss of staff</li> <li>• Power outage</li> <li>• IT outage</li> </ul>	<ul style="list-style-type: none"> <li>• 5 day – although accessible via Synergy at other sites</li> <li>• 1 hour – procedures &amp; others – staff</li> <li>• 1 day – although accessible via Synergy at other sites</li> <li>• 1 Day</li> </ul>
Authority for Invoking Plan	
Key Decision Makers to be assembled	
<ul style="list-style-type: none"> <li>• CEO</li> <li>• Administration Officer</li> <li>• IT</li> <li>• MCCA</li> </ul>	
Stakeholders other than process owner	
Internal	External
<ul style="list-style-type: none"> <li>• All departments</li> </ul>	<ul style="list-style-type: none"> <li>• IT Vision</li> </ul>
Pre Event Preparedness Current policies & procedures & access points required to deliver function	
<p>The current policy and procedures for this critical function can be located –</p> <p>Electronic copies:</p> <ul style="list-style-type: none"> <li>• Records management policy &amp; procedures held on Synergy</li> <li>• Hard copies:</li> <li>• Records management policy &amp; procedures – held with admin</li> </ul>	
Emergency Response Immediate actions required if function is lost.	
<p>On being advised of a business interruption event the following immediate responses should be considered:</p> <ul style="list-style-type: none"> <li>• Records File Record Master – Updated daily can be accessed electronically</li> <li>• Emergency files located depending on emergency and corresponding BCP sub plan.</li> </ul>	

Records Management
Continuity Management Actions required to ensure continued availability of the function
<p>In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:</p> <ul style="list-style-type: none"> <li>• Identify suitable site to run back-up files</li> <li>• Utilise other council trained staff</li> <li>• Manual entries, then type into system when operational</li> <li>• Computer entry, type into spreadsheet</li> <li>• Access to fax/copier</li> <li>• Date stamp</li> <li>• Set up temporary file system</li> </ul>
Communication Considerations

Internal	External	
<ul style="list-style-type: none"><li>All departments</li></ul>	<ul style="list-style-type: none"><li>Databank</li><li>Community</li><li>Business Partners</li></ul>	
Further Treatment/ Action Plans Actions required for continuous improvement		
Treatment/ Action Plan	Position Responsible for development	Target Date
<ul style="list-style-type: none"><li>Location of all files identified and available in hardcopy</li><li>Vital files identified in BCP sub plans and made available in hardcopy to Admin</li></ul>	Admin	In process
<ul style="list-style-type: none"><li></li></ul>		

Customer Service			
Prepared by	MCCS	Date	
Sub Plan Owner	This plan is owned by the MCCS who has overall responsibility for this plan. The routine management of the plan is delegated to the Customer Service Officer who has responsibility for ensuring the accuracy and currency of the plan and advising of any changes required.		
Identified Critical Business Functions			
Act as liaison between the community and council staff Provide information to the community – email, phone and face to face Receipt money			
Overview of Functions (Context)			

Business Impact Analysis		
Business Impact of Function Loss	Penalties for Non-Delivery	Functional Interdependencies
<ul style="list-style-type: none"> <li>loss of information between staff and community</li> <li>money not receipted</li> </ul>	<ul style="list-style-type: none"> <li>no information provided to community</li> <li>no money receipted</li> </ul>	<ul style="list-style-type: none"> <li>Synergy modules</li> <li>Receipting</li> <li>Dogs &amp; cats</li> <li>Infringements</li> <li>Customer service procedures</li> </ul>
Current Resources Premises/ Equipment/ Staff	Minimum Resources Required	Alternate Manual Process or Work Around
<ul style="list-style-type: none"> <li>1 PC</li> <li>Internet connection</li> <li>Synergy</li> <li>1 PTE</li> <li>Customer service procedures</li> </ul>	<ul style="list-style-type: none"> <li>1 PC</li> <li>Internet</li> <li>Synergy</li> <li>1 PTE</li> <li>Customer service procedures</li> </ul>	<ul style="list-style-type: none"> <li>Telephone – after hours service</li> <li>Manual receipting</li> <li>Information website</li> <li>Liaison officers</li> <li>Could work from depot/CRC/Pavilion</li> </ul>
Customer Service		
Disruption Scenario		Max Allowable Outage
<ul style="list-style-type: none"> <li>Fire/Building failure</li> <li>Loss of staff</li> <li>Power outage</li> <li>IT outage</li> <li>Bomb Threats</li> </ul>		<ul style="list-style-type: none"> <li>4 hours – communication only (1-2 days – customer service)</li> <li>4 hours – procedures &amp; other staff</li> <li>1 day – although accessible via other sites</li> <li>1 day – manual receipting</li> <li>4 hours – communication only (1-2 days – customer service)</li> </ul>
Authority for Invoking Plan		
Key Decision Makers to be assembled		
<ul style="list-style-type: none"> <li>MCCS</li> <li>CEO, CDO</li> <li>Customer Service Staff</li> </ul>		
Stakeholders other than process owner		
Internal	External	
<ul style="list-style-type: none"> <li>All departments</li> </ul>	<ul style="list-style-type: none"> <li>Elected members</li> <li>CRC</li> </ul>	



<ul style="list-style-type: none"><li>• <b>Pre Event Preparedness Current policies &amp; procedures &amp; access points required to deliver function</b></li></ul>		
<ul style="list-style-type: none"><li>• The current policy and procedures for this critical function can be located –</li><li>• Electronic copies:</li><li>• Customer service procedures held on Synergy</li><li>• Hard copies:</li><li>• Customer service procedures</li></ul>		
<ul style="list-style-type: none"><li>• <b>Customer Service</b></li></ul>		
<ul style="list-style-type: none"><li>• <b>Emergency Response Immediate actions required if function is lost.</b></li></ul>		
<ul style="list-style-type: none"><li>• On being advised of a business interruption event the following immediate responses should be considered:</li><li>• After hours services notified immediately in case of phone failure</li><li>• CRC notified</li><li>• Notice provided for community on community board and front &amp; back doors</li><li>• Website updated (Latest News)</li><li>• Building cleared of community members if required</li></ul>		
<ul style="list-style-type: none"><li>• <b>Continuity Management Actions required to ensure continued availability of the function</b></li></ul>		
<ul style="list-style-type: none"><li>• In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:</li><li>• Identify suitable site to run if required</li><li>• Utilise other council trained staff</li><li>• Organise receipt books, manual credit card facilities &amp; spreadsheet / Notebooks (recording)</li><li>• Till to be balanced and banked as locked in strong room</li><li>• Information updated for community as and when received</li><li>• After-hours notified</li></ul>		
<ul style="list-style-type: none"><li>• <b>Communication Considerations</b></li></ul>		
<ul style="list-style-type: none"><li>• Internal</li></ul>	<ul style="list-style-type: none"><li>• External</li></ul>	
<ul style="list-style-type: none"><li>• All departments</li><li>• CRC</li></ul>	<ul style="list-style-type: none"><li>• Community</li><li>• Business Partners</li><li>• Elected Members</li></ul>	
<ul style="list-style-type: none"><li>• <b>Further Treatment/ Action Plans Actions required for continuous improvement</b></li></ul>		
<ul style="list-style-type: none"><li>• Treatment/ Action Plan</li></ul>	<ul style="list-style-type: none"><li>• Position Responsible for development</li></ul>	<ul style="list-style-type: none"><li>• Target Date</li></ul>
<ul style="list-style-type: none"><li>• Manual procedures to be updated</li></ul>	<ul style="list-style-type: none"><li>• MCCS</li></ul>	

## Human Resources & Risk

Payroll			
Prepared by	MCCS	Date	
Sub Plan Owner	This plan is owned by the MCCS who has overall responsibility for this plan. The routine management of the plan is delegated to the Payroll Officer who has responsibility for ensuring the accuracy and currency of the plan and advising the CEO of any changes required.		
Identified Critical Business Functions			
The preparation, processing & transport of council's fortnightly payroll.			
Overview of Functions (Context)			
Business Impact Analysis			
Business Impact of Function Loss	Penalties for Non-Delivery	Functional Interdependencies	
<ul style="list-style-type: none"> <li>Disgruntled employees</li> </ul>	<ul style="list-style-type: none"> <li>Industrial unrest</li> </ul>	<ul style="list-style-type: none"> <li>financial reporting nit up to date</li> <li>statutory requirements not met i.e., superannuation taxation</li> </ul>	
Current Resources Premises/ Equipment/ Staff	Minimum Resources Required	Alternate Manual Process or Work Around	
<ul style="list-style-type: none"> <li>IT access &amp; equipment (Synergy, internet banking, emails)</li> <li>Payroll officer &amp; payroll manual</li> <li>Timesheet</li> </ul>	<ul style="list-style-type: none"> <li>1 PC – could be laptop remotely via VPN</li> <li>Internet on Tuesday</li> </ul>	<ul style="list-style-type: none"> <li>Refer to emergency payroll procedure i.e., run standard pay</li> </ul>	
Disruption Scenario			Max Allowable Outage
<ul style="list-style-type: none"> <li>IT outage</li> <li>Loss of staff (payroll)</li> <li>Major catastrophic event</li> </ul>			<ul style="list-style-type: none"> <li>Off pay week – minimal affect</li> <li>1 day during pay week</li> </ul>
Authority for Invoking Plan			
Payroll			
Key Decision Makers to be assembled			
<ul style="list-style-type: none"> <li>IT support</li> <li>Payroll</li> <li>Finance</li> </ul>			

Stakeholders other than process owner			
Internal		External	
<ul style="list-style-type: none"><li>All employees</li></ul>		<ul style="list-style-type: none"><li>Bank</li></ul>	
Pre Event Preparedness Current policies & procedures & access points required to deliver function			
<p>The current policy and procedures for this critical function can be located –</p> <p>Electronic copies:</p> <ul style="list-style-type: none"><li>T: Drive / Payroll</li><li>Synergy Records</li><li>Hard copies:</li><li>Payroll cupboard</li></ul>			
Emergency Response Immediate actions required if function is lost.			
<p>On being advised of a business interruption event the following immediate responses should be considered:</p> <ul style="list-style-type: none"><li>Identify possible downtime with key decision makers (IT, CEO, finance)</li><li>Consult with stakeholders (i.e., let employees know of possible outcomes, liaise with bank, delay or variation/standard/base pay</li><li>Implement emergency procedure</li><li>Document &amp; review emergency process taken</li></ul>			
Continuity Management Actions required to ensure continued availability of the function			
<p>In the event of a business interruption event occurring as identified within the disruption scenario analysis, that exceeds the identified MAO the following responses may be appropriate:</p> <ul style="list-style-type: none"><li>Consult with key decision makers on appropriate course of action i.e., when will IT access again be available /discuss options = bank</li><li>If deemed necessary, process standard hour pay run as per Emergency Procedure</li><li>Communicate with stakeholders</li></ul>			
Payroll			
Communication Considerations			
Internal		External	
<ul style="list-style-type: none"><li>Inform members of Senior Staff</li><li>Provide all employees with up to date information (may need to use alternate methods if no emails)</li><li>Need emergency contact details if no IT available</li></ul>		<ul style="list-style-type: none"><li>Liaise with Bank</li><li>Local branch</li><li>Business banking’s online</li><li>Notify applicable statutory bodies – super and child support</li></ul>	
Further Treatment/ Action Plans Actions required for continuous improvement			
Treatment/ Action Plan		Position Responsible for development	Target Date
<ul style="list-style-type: none"><li>Emergency procedure to be reviewed and updated</li></ul>		Payroll officer	

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## SHIRE OF PERENJORI

### BUSH FIRES REGULATIONS 1954

#### **REGULATION 38A – NOTICE TO BAN THE USE OF ENGINES, VEHICLES, PLANT OR MACHINERY LIKELY TO CAUSE A BUSH FIRE DURING THE RESTRICTED AND PROHIBITED BURNING TIMES**

(commonly referred to as Harvest and Vehicle Movement Bans)

I, \_\_\_\_\_, an authorised Bush Fire Control Officer of the Shire of Perenjori hereby declare a ban on the use or operation of engines, vehicles, plant or machinery for \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ for the whole of the **Perenjori Shire**.

This Ban will be reviewed at \_\_\_\_\_ at which time further advice will be issued.

#### **ACTIVITIES NOT PERMITTED DURING THE PERIOD OF THE BAN.**

- Harvesting operations are not permitted.
- Any off-road activity is banned, unless it is permitted for livestock purposes or work being conducted by business, industry and public authorities. (See permitted activities below for conditions).
- Off-road includes areas such as paddocks, bushland, uncleared land and land with stubble or long grass.
- Off-road activity includes the use of anything activated by an internal combustion engine used off-road e.g. motor bikes, quad bikes, excavators, chain saws, ride on lawn mowers and generators.

#### **ACTIVITIES PERMITTED DURING THE PERIOD OF THE BAN**

1. Use or operation of any vehicle on “gazetted roads”, lanes, driveways, yards or other areas that provide access to, or a parking facility at, any residential, farming or business premises, if the area has been sufficiently cleared of inflammable material to prevent the escape of fire.
2. Use or operation of a vehicle for the prevention of an immediate and serious risk to the health or safety of a person or essential livestock watering, and only if all reasonable precautions have been taken to prevent the activity from creating a bush fire danger.
3. Off-road activity for urgent work carried out by an essential service can continue, but only when the prescribed conditions in Division 9 of the Bush Fires Regulations 1954 are complied with. Urgent works, in relation to the provision of an essential service, means repairs or maintenance necessary for the continued provision, or restoration, of the service. *Essential services: water supply, sewerage or drainage services; electricity or gas services; telecommunications services; public transport services and rubbish collection or disposal services.*

Signature \_\_\_\_\_

NAME \_\_\_\_\_

Bush Fire Control Officer  
Shire of Perenjori

## SHIRE OF PERENJORI

### BUSH FIRES REGULATIONS 1954

#### **REGULATION 24C – NOTICE TO BAN THE USE OF ENGINES, VEHICLES, PLANT OR MACHINERY LIKELY TO CAUSE A BUSH FIRE WHEN A TOTAL FIRE BAN IS DECLARED**

*(commonly referred to as Harvest and Vehicle Movement Bans)*

I, \_\_\_\_\_, an authorised Bush Fire Control Officer of the Shire of Perenjori hereby declare a ban on the use or operation of engines, vehicles, plant or machinery for \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ for the whole of the Perenjori Shire.

This Ban will be reviewed at \_\_\_\_\_ at which time further advice will be issued.

#### **ACTIVITIES NOT PERMITTED DURING THE PERIOD OF THIS BAN**

*(The following are not permitted once a ban is in place under regulation 24C – these are not optional).*

- Harvesting operations are not permitted.
- All off-road activity is banned, regardless of whether it is for agricultural purposes or work being conducted by business, industry and public authorities.
- Off-road includes areas such as paddocks, bushland, uncleared land and land with stubble or long grass refer to regulation 24ZH(2)(b) of the *Bush Fires Regulations 1954*.
- Off-road activity includes the use of anything activated by an **internal combustion engine** being used off-road e.g. motor bikes, quad bikes, excavators, chain saws, ride on lawn mowers and generators.

#### **ACTIVITIES PERMITTED DURING THE PERIOD OF THIS BAN**

*(The following are permitted as per the Bush Fire Regulations 1954 and cannot be banned)*

1. Use or operation of any vehicle on “gazetted roads”, lanes, driveways, yards or other areas that provide access to, or a parking facility at, any residential, farming or business premises, if the area has been sufficiently cleared of inflammable material to prevent the escape of fire (regulation 24A(3) *Bush Fires Regulations 1954*).
2. Use or operation of a vehicle for the prevention of an immediate and serious risk to the health or safety of a person or livestock, and only if all reasonable precautions have been taken to prevent the activity from creating a bush fire danger. (regulation 24A(4) *Bush Fires Regulations 1954*).
3. Off-road activity for urgent work carried out by an essential service can continue, but only when the prescribed conditions in Division 9 of the *Bush Fires Regulations 1954* are complied with. Urgent works, in relation to the provision of an essential service, means repairs or maintenance necessary for the continued provision, or restoration, of the service. **Essential services:** *water supply, sewerage or drainage services; electricity or gas services; telecommunications services; public transport services and rubbish collection or disposal services.*

Signature \_\_\_\_\_

NAME \_\_\_\_\_

Bush Fire Control Officer  
Shire of Perenjori



# Total Fire Bans & Harvest and Vehicle Movement Bans

Regulation and Compliance Branch

Department of Fire & Emergency Services






DFES incident photographer  
Sean Blocksidge

# Total Fire Bans

- Total Fire Bans (TFB) are declared on days when fires are most likely to threaten lives and property
- Forecast extreme weather or widespread fires impacting firefighting resources form part of the decision-making process to determine if a total fire ban should be declared
- DFES State Operations determine when and where a TFB will be declared
- Under the new AFDRS a Fire Behaviour Index of 50 will be the new trigger for TFBs across the State





DFES Incident  
Photographer  
Sean Blocksidge

## Why is it important to understand TFB rules?

- A bushfire during extreme weather conditions can have devastating effects
- Communities are left dealing with the aftermath for years to come
- Educating the community about TFB rules reduces the risk of fires starting when weather conditions mean they will be difficult (or impossible) to control
- Most people who breach a TFB claim they weren't aware of the rules
- Understanding the risks makes for better decision making!



# Total Fire Bans - *the law*

Section 22B(2) of the *Bush Fires Act 1954*

The general public are banned from lighting a fire or carrying out an activity that causes or is likely to cause a fire (in the open air) when a total fire ban has been declared

# Section 22B(2) *Bush Fires Act 1954* - Penalties

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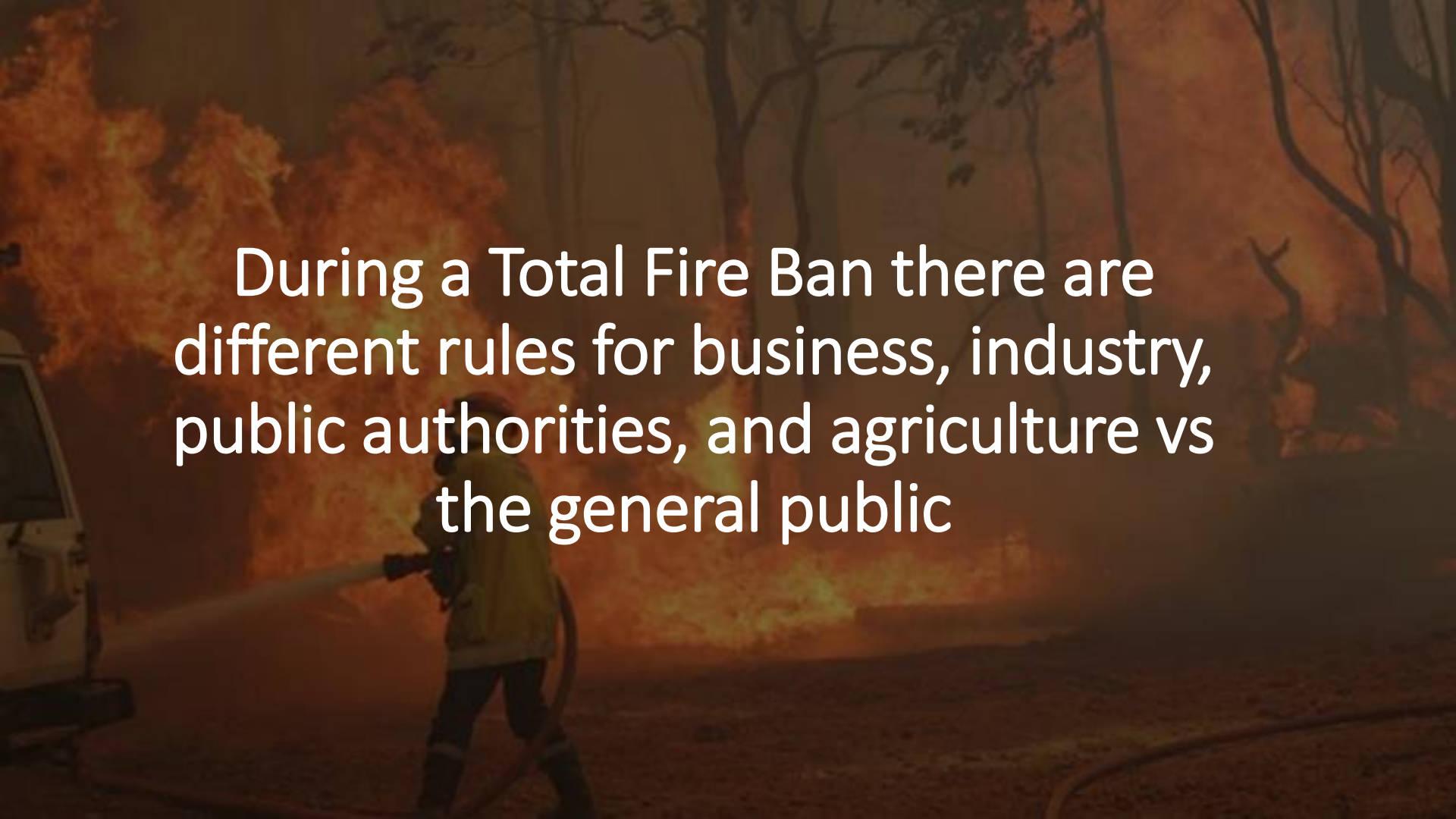
Serious Breaches - \$25,000 fine and/or jail term of 12 months

Applies to anyone who breaches a TFB - member of public, or as a result of business activity

\$1000 infringement introduced in 2018 - issued on the spot or at a later date


Legal action can be undertaken by DFES, Local Government, DBCA or Police





During a Total Fire Ban there are different rules for business, industry, public authorities, and agriculture vs the general public





## *What the public can not do during a TFB*

- Light a fire including a campfire, wood fueled BBQ, pizza oven
- Burn garden refuse
- Drive a vehicle off-road over paddocks or bushland or over any land which contains vegetation
- Hot work (welding or grinding) in an area that is not fully enclosed by a building or structure
- Mow the lawn, use a slasher, whipper snipper operated by an internal combustion engine

What can business,  
industry & public  
authorities do during a  
TFB?



AS LONG AS REGULATIONS ARE  
COMPLIED WITH, THEY CAN  
CONTINUE TO CARRY OUT THE  
FOLLOWING:

- Hot work (welding & grinding)
- Road work (grading and bituminising)
- Drive off-road over vegetation
- Mow lawns as part of a business
- Use wood fueled cooking appliances or cook with an open flame as part of a catering business, including pizza ovens
- Blasting
- Gas flaring
- Use fireworks (exemption required)
- Rail grinding (exemption required)
- Power restoration (exemption required)



## What agricultural activities can continue during a TFB?

- Agricultural activities can continue during a TFB in relation to *off-road activity* i.e. harvesting, slashing, using a generator, clearing land, driving vehicles over paddocks
- Once a Harvest and Vehicle Movement Ban (HVMB) is issued by the local government under regulation 24C of the *Bush Fires Regulations 1954* during a TFB, ***off-road agricultural activity is banned*** for the period specified in the notice
- ***\*\*Note: work occurring on land which is clear of vegetation is not impacted by a HVMB or a TFB i.e. generators can be used on cleared areas***





Photo by Senior Firefighter  
Walmsley

#### NUMBER OF TOTAL FIRE BAN DECLARATIONS PER FIRE SEASON

LOCAL GOVERNMENT	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Shire of Cue	4	4	11	11	12	18
Shire of Shark Bay	4	6	16	21	17	28
Shire of Carnarvon	5	6	16	22	17	28
Shire of Carnamah	2	1	6	12	17	18
Shire of Dandaragan	2	1	6	12	17	18
Shire of Irwin	2	1	1	9	15	13
Shire of Meekatharra	3	4	11	12	8	18
Shire of Moora	1	1	5	12	16	11
Shire of Wiluna	7	10	26	20	23	27
City of Greater Geraldton	6	3	14	19	20	42
Shire of Three Springs	1	1	5	12	16	11
Shire of Northampton	7	3	14	20	20	42

**Snapshot of Total Fire Ban declarations for different local government areas within DFES Midwest Gascoyne area**

To find out a regions historic TFB declarations visit:  
[www.dfes.wa.gov.au/documents/TFB-Declarations-2015-2021.pdf](http://www.dfes.wa.gov.au/documents/TFB-Declarations-2015-2021.pdf)

# Business, industry & public authorities *online notification* during a total fire ban

Regulations require that business, industry, and public authorities notify DFES and the local government during a TFB *before the work starts* i.e. clearing vegetation, welding, grinding

Both DFES and the local government area (LGA) i.e. Shire, Town, City have access to review the information

An email address is nominated by each LGA and DFES region to receive the notifications

The notification means that during a TFB LGAs and DFES have visibility of *who is doing what work and where* in their region during a TFB



ticket

Home Statutes Events Tools Reports Documents

Australia/Queensland Time: 11 Aug 2011 01:01PM [Tweets](#) [Newspaper](#) [RSS](#) [Logout](#) [Help](#)

Use this form to notify the Department of Fire and Emergency Services (DFES) and local government of your intention to carry out any of the below a prescribed activity that work, road work, off road, blasting, gas fitting and carting on a Total Fire Ban day...  
working on a TFB day, cannot not be in accordance with an exemption issued under a JPS of the Bush Fires Act 1954  
working during the Local Government restricted and prohibited burning hours, cannot not be in accordance with an exemption issued under a JPS of the Bush Fires Act 1954  
Please note this is NOT an exemption application form, this form is to provide NOTIFICATION only for your intention to carry out works either as prescribed within the regulations or in accordance with a valid exemption on a TFB day or during restricted and prohibited burning times.

Details

NOTIFICATION FOR UNDERTAKING EXCEPTED ACTIVITY

Company Name:  
Please enter the name of the company (as per ABN)

Australian Business Number (ABN)

Trading Name:



## Online notification statistics – Number of online notifications received for DFES Midwest Gascoyne region

- Since the introduction of the online notification system in November 2019 a total of **11,025** notifications have been received through the online form across the state during declared total fire bans.

DFES Midwest-Gascoyne LG Areas FY22 online notifications received.	
Excepted Activity to be Undertaken on the TFB day	Number of notifications received
Hot Work Activity	251
Off-road Activity	245
Working under DFES issued Exemption Notice (s.22C and/or s.25A)	174
Road Work Activity	62
Off-road Activity and Working under DFES issued Exemption Notice (s.22C and/or s.25A)	40
Hot Work Activity and Blasting Activity	18
Hot Work Activity and Off-road Activity	16
Hot Work Activity, Blasting Activity, and Off-road Activity	13
Hot Work Activity and Working under DFES issued Exemption Notice (s.22C and/or s.25A)	11
Road Work Activity and Off-road Activity	7
Blasting Activity	6
Hot Work Activity and Road Work Activity	5
Catering Activity	3
<b>Grand Total</b>	<b>851</b>

Number of  
total fire ban  
hot work  
notifications  
FY22 via local  
government  
area.



DFES Midwest-Gascoyne LG areas FY22 online  
notifications received for hot work activity

Local Government Area	Number of hot work notifications received per LGA
Greater Geraldton, City of	123
Cue, Shire of	37
Shark Bay, Shire of	18
Carnarvon, Shire of	12
Carnamah, Shire of	12
Dandaragan, Shire of	11
Irwin, Shire of	9
Meekatharra, Shire of	5
Morawa, Shire of	4
Wiluna, Shire of	3
Northampton, Shire of	3
Three Springs, Shire of	2
Yalgoo, Shire of	2
Sandstone, Shire of	2
Mount Magnet, Shire of	1
Victoria Plains, Shire of	1
Chapman Valley, Shire of	1
Perenjori, Shire of	1
Greater Geraldton, City of and Irwin, Shire of	1
Moorá, Shire of	1
Greater Geraldton, City of, Irwin, Shire of, and	1
Greater Geraldton, City of and Morawa, Shire of	1
<b>TOTAL HOT WORK NOTIFICATIONS RECEIVED</b>	<b>251</b>



DFES  
Department of Fire &  
Emergency Services

Accessibility  
Contact Us

Fire or life threatening emergencies: **000**

Emergency Information: **13 3337**

SES Emergency Assistance: **132 500**



# TOTAL FIRE BAN

Current Fire Bans

TFB Prescribed Activity  
Notification Form

Bushfire overview

Prepare for a bushfire

During a bushfire

Recovering from a bushfire

Bushfire Centre of Excellence

Bushfire prone areas

Total fire ban

Planned burning

Rural and farm fire

At Risk Communities Program

What is a TFB?

Penalties

FAQs

Exemptions

Notification form

Has a ban been declared?

Resources

## Where can I find out more about TFBs?

DFES Total Fire Ban web page  
[www.dfes.wa.gov.au/site/bushfire/totalfirebans.html](http://www.dfes.wa.gov.au/site/bushfire/totalfirebans.html)



Link to  
Emergency  
WA



Link to TFB  
online  
notification  
form for  
business &  
industry



TFB  
frequently  
asked  
questions



TFB  
exemption  
information



Information  
on how to  
check if a  
TFB has  
been  
declared



TFB fact  
sheets  
(business  
and  
industry)

EmergencyWA

PREPARE WARNINGS & INCIDENTS

List Both Map Filter

Locate Me kalamunda

TYPE

UPDATED

Fire Danger Rating view and filter for next days rating (available after 4pm)

Central Pilbara High Today

North Pilbara Moderate Today

Gascoyne High Today

Gascoyne Moderate Today

Yalgar High Today

West Interior High Today

Central Interior Moderate Today

Legend

Map

EmergencyWA

PREPARE WARNINGS & INCIDENTS

List Both Map Filter

Locate Me Search address...

TYPE

UPDATED

Total Fire Bans TODAY

Armadale Total Fire Bans are declared for today 30 minutes ago

Bassendean Total Fire Bans are declared for today

Bayswater Total Fire Bans are declared for today

Belmont Total Fire Bans are declared for today 30 minutes ago

Cambridge Total Fire Bans are declared for today 30 minutes ago

Map Legend

Map

Fire Danger Rating view and filter for next days rating (available after 5.00pm)

How to find out if a total fire ban has been declared.

- [www.emergency.wa.gov.au/#totalfirebans](http://www.emergency.wa.gov.au/#totalfirebans)
- [www.emergency.wa.gov.au/#cap-rss](http://www.emergency.wa.gov.au/#cap-rss)



# Harvest and Vehicle Movement Bans (HVMB)

*Bush Fires Regulations 1954*  
r.24C and r.38A

There are two types of HVMBs and they have different rules and different penalties.

Both types of bans are issued by a Local Government's Bush Fire Control Officer.

**HVMB Type 1:** During a total fire ban  
*Bush Fires Regulations 1954*  
r.24C



# When can a ban be issued by the local government under r.24C?

- A TFB has been declared and the Bush Fire Control Officer (BFCO) is satisfied the use or operation of the engine, vehicle, plant, equipment or machinery operated by an internal combustion engine being operated *off-road* is likely to cause or contribute to the spread of a bush fire.
- When a TFB is declared the BFCO must impose a ban under r.24C when the Fire Behaviour Index (FBI) exceeds 40.
- During the hottest/highest risk period for the day and/or while the FBI is above 40. The period of the ban must be specified in the notice (both radio broadcast or written).



A yellow tracked vehicle, likely a bulldozer or excavator, is shown in a wooded area. The vehicle is positioned in the center-right of the frame, with its tracks and front blade visible. The background consists of dense green trees and foliage. The overall scene is dimly lit, suggesting a forest environment.

*“Does a HVMB  
issued during a  
TFB impact  
business, industry  
and public  
authorities?”*

**YES!**

A HVMB issued during a TFB also bans business, industry and public authorities from off-road activity; *exceptions apply for urgent works by an essential service provider i.e. electricity services*

This includes all local government off-road operations (i.e. mowing or slashing public parks and/or ovals)





# What is considered *off-road* under r.24C?

- **ACTIVITY:** Using anything operated by an internal combustion engine on land where there is *bush, crop pasture or stubble*.
- **OFF-ROAD:** land which contains vegetation (alive or dead).



## Examples of *off-road activities* **BANNED** where a r.24C HVMB is issued

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- Harvesting
- Electricity service providers if the ***work is not considered urgent*** and involves *off-road activity*.
- Mining exploration on land not cleared of vegetation
- Drill rigs operated on land not cleared of vegetation
- Generators operated on land not cleared of vegetation
- Clearing land of vegetation including clearing as part of road work activities
- Driving over paddocks which contain vegetation
- Tree lopping services (unless classed as urgent work by an essential service provider)
- Slashing road verges
- Lawn mowing by lawn mowing businesses





# What is NOT considered off-road under the regulations?

- Operating equipment with an internal combustion engine on land where there is **no vegetation** is NOT considered *off-road* under the total fire ban legislation or under r.24C (HVMB).
- The images depicted are activities that *are* allowed as the land being worked on does not contain vegetation, these activities are **not impacted by a total fire ban or a HVMB** as the areas are not considered *off-road* under the TFB legislation.



# Quick Note on *Road Work*

- While road work (*grading and bituminising*) is allowed during a total fire ban and cannot be banned when a HVMB is issued during a TFB, the *grading and bituminising equipment* must have a 5m radius clear from flammable material to operate.
- If the road work site/activity does not allow for a 5m radius, the work *cannot* be carried out during a TFB.
- The grading activity depicted here would not be allowed during a TFB.
- Clearing of land (vegetation) as part of road construction would fall under *off-road activity* and *would be banned* by a HVMB.





Penalties, breaching a HVMB under r.24C

*If someone breaches a HVMB under r.24C, the Total Fire Ban penalties apply.*

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# Examples of *off-road activities* that CANNOT be banned under r.24C HVMB

Urgent off-road work by essential services.

Telstra, off-road activity required for the urgent deployment of generators for communication services.

Electricity service providers, off-road activity required for urgent power restoration activities.

Water Corporation, off-road activity required for urgent repairs.

# What activities are not impacted by a HVMB issued under r.24C

r.24C ban does not apply to urgent work (off-road) being carried out by an essential service.

*(Water, sewerage and drainage, electricity, gas, telecommunications, rubbish collection and disposal services, public transport)*

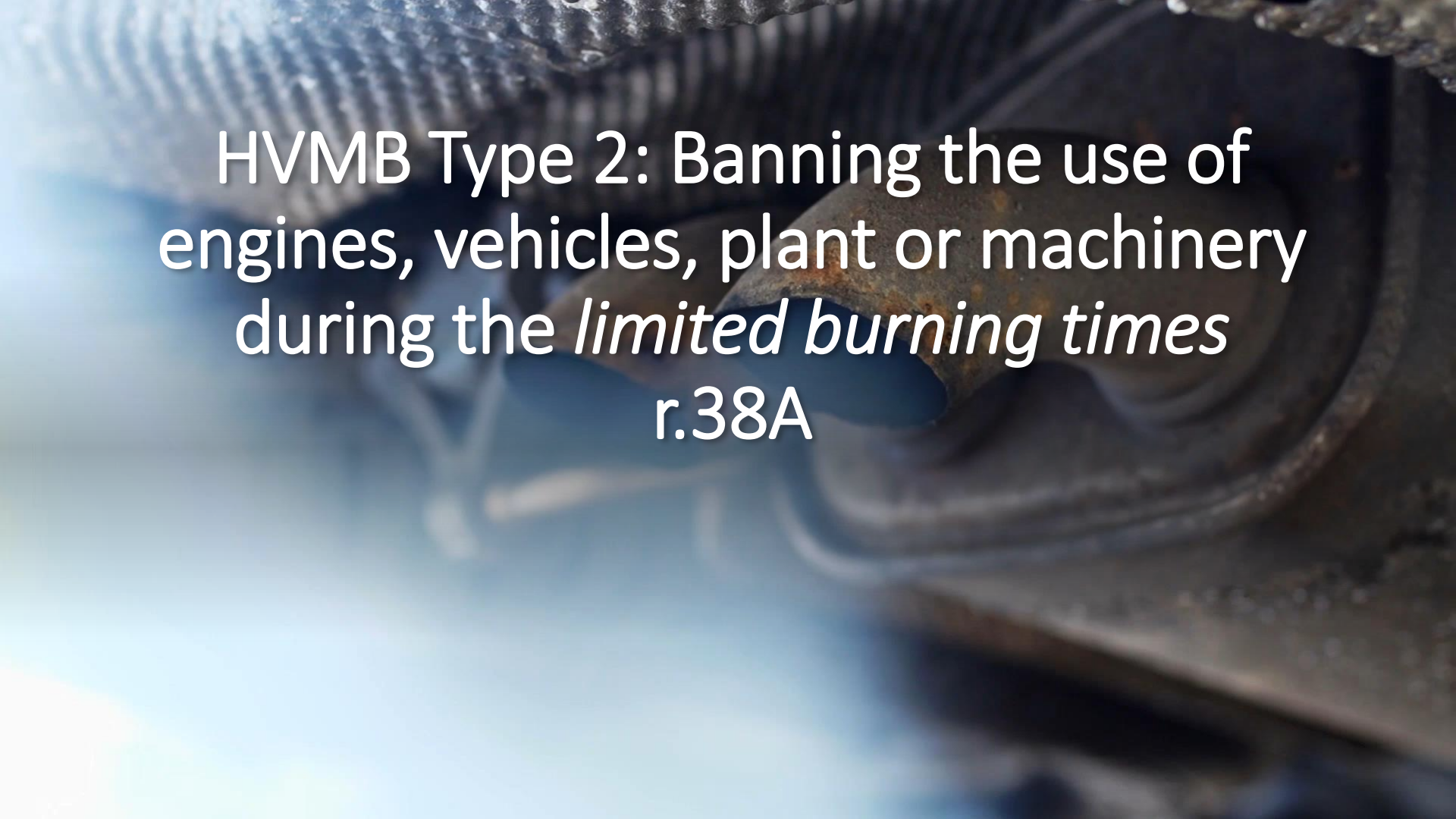
r.24C ban does not apply to a road as defined in the *Road Traffic (Administration) Act 2008* section 4.

r.24C ban does not apply to a private road, yard or other area that provides access or parking for any residential, farming or business premises – *as long as the area is sufficiently cleared of flammable material.*

r.24C ban does not apply to road work (grading and bituminising) as prescribed under Division 8 of the *Bush Fires Regulations 1954*

r.24C does not apply where *off-road activity* is to prevent the immediate and serious risk to the health or safety of a person or livestock.

Land clearing / earthworks where there is *no vegetation*

A close-up photograph of a rusty metal pipe or fitting. The metal is dark and shows signs of corrosion. In the background, a bright blue flame is visible, suggesting a fire or a controlled burn. The text is overlaid on the image.

HVMB Type 2: Banning the use of  
engines, vehicles, plant or machinery  
during the *limited burning times*  
r.38A



# When can the local government Bush Fire Control Officer issue a ban under r.38A?

- This HVMB is issued during the restricted and prohibited burning times (RPBT) and where no total fire ban has been declared.
- The BFCO issues the ban when they need to regulate the use of engines, vehicles, plant or machinery *because they are of the opinion there is a risk their use may cause a bushfire or be conducive to the spread of a bushfire.*
- The ban is usually issued for the hottest/highest risk part of the day. The time-frame for the ban must be specified in the notice and in any radio announcement and/or written publication of the ban.
- There is no legislative requirement to issue a ban under r.38A where the FBI exceeds 40, however BFCOs may elect to do so.

# Key points for a ban under r.38A

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A HVMB issued during *restricted and prohibited burning times* (RPBT) where no TFB has been declared *must be issued* under regulation 38A.

The r.38A notice must detail what is being banned and for what period.

The activity can be banned completely, or allowed to continue with conditions, as outlined in the notice.

The activity being banned must involve the use of an engine; vehicle; plant or machinery.

The Local Government BFCO determines when to issue a ban based on the risks in their region.

# Penalties, breaching a HVMB under r.38A

- *Court process \$5,000 fine*
- *Infringement \$250*





# Where does Western Power's total fire ban exemption fit?

- Western Power's exemption is issued by DFES to Western Power under section 22C of the *Bush Fires Act 1954*
- The exemption provides the conditions required to be complied with when Western Power is restoring power during a total fire ban.
- Conditions within the exemption ONLY relate to:
  - *carrying out disconnection and re-connection of electricity supplies; and*
  - *operating the Transmission and Distribution networks open-air switchgear to energise (restoring power) and isolate (turning off) the electrical network, commonly referred to as switching.*



Government of Western Australia  
Department of Fire & Emergency Services



## BUSH FIRES ACT 1954 NOTICE OF EXEMPTION TOTAL FIRE BAN

### Section 22C

Lighting or use of fire, or carrying out activity in the open air that causes or is likely to cause fire, during a total fire ban

Correspondence No. 22/13548

Department of Fire and Emergency Services

Pursuant to the powers delegated and sub-delegated to the Department of Fire and Emergency Services (DFES) Deputy Commissioner, I hereby exempt Electricity Networks Corporation (t/a Western Power) under section 22C of the *Bush Fires Act 1954*, from the operations of the provisions of section 22B of that Act, subject to compliance with the specified conditions hereunder.

This exemption applies to Western Power employees and its contractors to conduct restoration works on the electrical network, managed by Western Power throughout Western Australia during a declared total fire ban.

Restoration works listed below must be conducted in accordance with the "Specified Conditions" of this exemption notice during a declared total fire ban:

- carrying out disconnection and re-connection of electricity supplies; and
- operating the Transmission and Distribution networks open-air switchgear to energise (restoring power) and isolate (turning off) the electrical network, commonly referred to as switching.



# Is Western Power's exemption impacted by a HVMB during a TFB?



**No!** The exemption issued by DFES only applies to power restoration - which is not impacted by a HVMB.

## HOWEVER!

- **If the restoration work requires Western Power to drive off-road** regulation 24ZH(3) of the *Bush Fires Regulations 1954* allows for this - even when the FDR is catastrophic regulation r.24ZI(2) provides provisions for the work to continue.
- ***As long as the work is considered urgent work in relation to the provision or restoration of the electricity service***
- ***\*\*\* While the regulations allow for the work to continue, Western Power will determine what work they can safely undertake based on their risk assessment and on a case-by-case basis.***

# Does a HVMB issued outside of a TFB impact Western Power?

- Yes! Regulation 38A (HVMB outside of a TFB) does not provide provisions for essential services to continue to carry out urgent work banned by the HVMB when it is issued outside of a total fire ban.

## ***UNLESS!***

- The local governments BFCO stipulates this in the notice when declaring the ban.

3. **Recommended Optional** Off-road activity for urgent work carried out by an essential service can continue, but only when the prescribed conditions in Division 9 of the Bush Fires Regulations 1954 are complied with. Urgent works, in relation to the provision of an essential service, means repairs or maintenance necessary for the continued provision, or restoration, of the service. *Essential services: water supply, sewerage or drainage services; electricity or gas services; telecommunications services; public transport services and rubbish collection or disposal services.*





**Thank you  
for your  
time,  
questions?**

# For assistance & more information:

## DFES Regulation and Compliance Branch

**Tanya Ramponi**

Acting Manager Regulation and Compliance

Email: [tanya.ramponi@dfes.wa.gov.au](mailto:tanya.ramponi@dfes.wa.gov.au) | Phone: 9395 9359 Mobile: 0419 627 438

Regulation and Compliance Branch Team Email: [regulation.compliance@dfes.wa.gov.au](mailto:regulation.compliance@dfes.wa.gov.au)

Regulation and Compliance Branch Team Line: 08 9395 9911



## FAQs

### Bushfire mitigation processes

#### How does Western Power operate its network differently in summer?

Western Power increases the sensitivity of our distribution network during the bushfire season to disconnected electricity faster when faults occur and ensure safety. This can affect customers, particularly in rural areas and they may experience longer and more frequent outages during the bushfire season.

Part of what we do to reduce bushfire risk is modify settings that monitor the electricity network to make them more sensitive during bushfire season. When there is a fault or other interference during this time, the more sensitive settings ensure power is interrupted faster than usual. When this happens, the power stays off until lines are inspected, instead of electricity being automatically restored.

Fast protection settings are applied for the sections of the network supplying high or extreme bushfire risk areas when weather conditions increase the likelihood of fire.

Many of our rural distribution feeders are over 100km long and pass through different shires and bushfire risk areas, often in challenging terrains which have difficult access. When a protection device activates, Western Power crews must patrol the line to determine where the fault has occurred, what has caused the outage, and what level of risk it presents.

#### How do fire and movement warnings impact Western Power activities?

During bushfire season there are a number of fire and movement warnings that we consider when assessing risk and impact our activities:

*Total Fire Ban:* During bushfire season, DFES may issue a total fire ban. Only where it is deemed safe, Western Power has an exemption to undertake planned and unplanned activities during a total fire ban. Before carrying out any work, Western Power undertakes a robust risk assessment to ensure any activities will be safe for the community and our employees. If work can be safely carried out, it will be within the limitations of a Total Fire Ban. A Total Fire Ban requires certain controls be put in place including the requirement of a fire suppression unit or water source to be nearby.

*Vehicle Movement Ban:* VMBs are issued by the local government authority (LGA) and mean that vehicle movement can only take place under specific conditions. This can result in residents experiencing longer outages due to our repair and restoration practices being limited. In these instances, power may not be restored until after the VMB is lifted.

*Fire Weather Day:* Western Power consider it to be a *Fire Weather Day* when BOM issue a fire danger rating of High, Extreme or Catastrophic. Western Power will undertake a safety assessment before carrying out any work. Additional precautions will be undertaken while carrying out works to reduce the chance of



activities generating a spark. The impact may be that we are unable to re-energise a line, or conduct other activities, until the fire risk has reduced.

# Fire precautions

*This work instruction outlines the minimum fire precaution controls that must be in place when undertaking activities that utilise an open flame or could cause sparks, heat, or fire; and outlines the additional controls that must be in place for undertaking Work during a Total Fire Ban (TFB).*

## 1. Parameters

Western Power supports the application of the Stop Work Authority if it is not deemed safe to continue with work, or the required controls cannot be implemented.

Section 2.2 - Fire precautions outlines the minimum fire precaution controls for all general Work including the use of vehicles.

Section 2.3 - Conducting Work during a Total Fire Ban and Harvest/Total Vehicle Movement Ban outlines any controls additional to section 2.2 - Fire precautions for undertaking Work during a Total Fire Ban (TFB) or a Harvest and Vehicle Movement Ban.

## 2. Instructions

### 2.1 Risk assessment

All Work must be preceded by a risk assessment. This includes determining if the Work task and the immediate environment could cause a fire, and what controls will be implemented. Tasks that present an increased risk of causing a fire include, but are not limited to:

- off-road vehicle use, where travel is required outside of a bitumen or sealed road (this includes parking on an unsealed verge)
- use of petrol driven tools and equipment including generators
- welding and the use of gas, or use of grinding or spark producing tools and equipment
- transmission and distribution switching activities
- low voltage (LV) disconnection or reconnection of customer supplies
- maintenance or repair to poles, wires or substation equipment
- removal of vegetation contacting overhead powerlines.

When there is a fire risk, but not a declared TFB, consider:

- extra precautions that exceed the minimum shown in the task Workplace Risk Assessment Plan (WRAP)
- utilising the controls in the *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)*.

When working in bush-fire risk areas, team members must discuss and decide on exit routes to escape the worksite in event of an approaching bushfire. Maintain awareness of changing conditions during the progress of the task.

When a TFB is in place, a *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)* must be used in addition to the Work task WRAP. The TFB WRAP lists controls that must be in place before, during and after performing a Department of Fire and Emergency Services (DFES) Prescribed Activity (i.e. Off-road activity or Hot work), Switching, or working under a Harvest and Total Vehicle Movement Ban.

## 2.2 Fire precautions

When a TFB is not declared, any fire-related risks must be recorded on the relevant risk assessment for the work being performed.

### 2.2.1. Minimum requirements

When a TFB is not declared but a task has the potential to cause a fire, the following minimum fire prevention controls must be applied:

- A fire extinguisher suitable for the class of fire that could be started is required to be at the place where the task is being performed.
- Hot work that has the potential to cause a fire must not be performed in areas that contain flammable materials unless proper precautions and control measures are implemented, such as:
  - an instructed person, armed with a fire extinguisher suitable for the class of fire that could be started must be in attendance
  - an area with a radius of 5m around the worksite that is free from flammable material is maintained
  - for outdoor work, the surrounding area to a radius of 5m is wet down to reduce the risk of spark ignition. Wetting down requires extra water. Water allocated for fire suppression must not be used for wetting down.
  - on completion of the task, the area is thoroughly inspected for any signs of combustion.
- When operating any switchgear within a substation confirm the availability of, and access to appropriate fire extinguishers.
- When disconnecting and reconnecting customers from energised overhead or underground LV network, first ensure a 'no-load' situation by switching the affected customers main switches off.
- If the fire risk conditions at the site are unknown or are expected to change, consider taking additional resources to enable a higher level of fire suppression.
- Any fire occurring at the worksite, whether extinguished or not, must be reported to the Western Power Incident Hotline (1300 225 597), and immediately via 000 if the fire cannot be controlled and/or suppressed.

### 2.2.2. Automatic fire suppression systems

- For substations (e.g. Milligan St, Hay St) that have automatic fire suppression systems installed, refer to:
  - the *Zone Substation Access Restrictions - Specific Conditions (EDM 60392785)*.
  - Table 1 for 'Activities That May Affect/Trigger the Fire System Sensors'.
  - Additional information in *Hay, Milligan and Cook street substations – Additional work planning requirements, due to installation of multiple fire protection systems (EDM 22892705)*
- When planning work at Hay or Milligan St substations refer to *Table 1*. If any of the activities listed will be performed, the fire system isolations must be completed before work begins and restored after work is finished each day.
- Isolation for Emergency/Faults – Contact Facilities Management Hotline
  - During Normal Business Hours: 1800 150 430
  - After Hours (4:30pm – 7:30am): 08 9326 4503
- Isolation for Planned Works – Email [facilities.management@westernpower.com.au](mailto:facilities.management@westernpower.com.au) with contact details, scope of work, duration of works and work order number. Bookings must be made as far in advance to the work commencing as possible.

- Network Operations Control Centre (9427 7014) must be notified before performing any fire system alarm isolations.
- It must be confirmed upon entry that the fire suppression systems for the relevant work areas are isolated. The isolated sections must be recorded on the risk assessment before proceeding with any maintenance or construction work commences.
- If the scope of work changes and now includes any activities listed within table 2, “Stop Work”, re-assess and arrange to have the fire systems isolated accordingly.
- An emergency evacuation plan in case of accidental activation of the automatic fire suppression system must be discussed with the entire work team and recorded on the risk assessment.
- Precautions must be taken to ensure that:
  - fire alarms are not accidentally set off
  - suitable portable fire extinguishers are available near to the work if required (see relevant points in section 2.2.1 Minimum requirements).
- Network Operations will receive alarms if the switch room doors at Hay and Milligan Street remain open for longer than 10 Minutes. When the doors are required to be propped open for any reason, Network Operations must be notified, and the fire suppression system isolated for that period.

**Table 1: Activities That May Affect/Trigger the Fire System Sensors – Hay and Milligan St**

Activities that could trigger fire system sensors		
Running vehicle engine in the main hall.	Cutting with power saws	Drilling
Using quantities of solvent/chemicals	Welding	Braising
Use of compressed air/gas	Soldering	Tinning
Use of generators	Heat shrinking	Sanding
Use of petrol/diesel EWP's in main hall	Steam Cleaning	Grinding
Other activity creating heat /vapour	Sweeping or Dusting	Naked Flame
Toasting food	Heating or cooking food	Heating Liquids (water)

### 2.2.3. Vehicles and Off-road Driving

Western Power fleet vehicles are supplied with a 1kg dry powder fire extinguisher as part of the vehicle's emergency kit.

Vehicles which are primarily used for operational work (e.g. construction and/or maintenance of the network) should carry two Approved Fire Extinguishers for deployment at worksites as required.

Drivers of light vehicles not used for operational work (e.g. Scopers, assessors and visitors to site) that are required to travel in a fire risk area must assess the risks and:

- consider carrying at least one Approved Fire Extinguisher
- ensure that the vehicle is suitable for the conditions of usage.

Before travelling on unsealed roads with vegetation present (see *Figure 1: Unsealed road (high risk)* and *Figure 2: Unsealed road (low risk)*), or before leaving any road:

- check the vehicle's exhaust system to ensure that it is in good condition (i.e. free from any visible damage or defect)
- check that there is no combustible material caught under the vehicle
- ensure that the exhaust system will not come into contact with combustible material

For diesel vehicles fitted with manual regeneration for the diesel particulate diffuser (DPD) or diesel particulate filter (DPF), refer to the vehicle's operating manual on how and when to perform regeneration. Ensure that regeneration is performed before proceeding off-road.



Figure 1: Unsealed road (high risk)



Figure 2: Unsealed road (low risk)

### 2.3 Conducting Work during a Total Fire Ban and Harvest and Vehicle Movement Ban

When a TFB is declared, this section must be applied in addition to sections [2.1 - Risk assessment](#) and [2.2 - Fire precautions](#) in this work instruction.

Prescribed activities outlined in sections [2.3.5 - Off-road Activity](#), and [2.3.7 - Hot Work](#), in this work instruction can only be carried out on a TFB day subject to compliance with the listed controls.

A [TFB exemption](#) is required from DFES for the Work activity as described in section [2.3.6 - Switching](#) that has the potential to cause a fire, but is not identified in the regulations as a prescribed activity.

#### 2.3.1. Fire Danger Rating (FDR) and Total Fire Ban (TFB)

Information on fire and weather warnings can be obtained from resources listed in [Appendix A – Fire and weather information](#).

A TFB is usually declared the evening before it is to take effect. A TFB may also be declared at any time during the day, so it is important to check fire and weather warnings regularly.

If the FDR is rated Catastrophic, planned work must be cancelled.

For Urgent works, all prescribed conditions, including notification must be complied with. The *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)* checklist must be used. See [Table 2](#).

**Table 2: Fire Behaviour Index, Fire Danger Rating and Total Fire Ban**

FBI	FDR	TFB	Planned and unplanned work	Urgent Works
> 100	Catastrophic	Automatic	No	Yes - See note*
50 - 99	Extreme	Probable	Yes	Yes
24 - 49	High	Possible	Yes	Yes
12 - 23	Moderate	Possible	Yes	Yes
6 - 11	No rating	Unlikely	Yes	Yes
0 - 5	No rating	Unlikely	Yes	Yes

\*Note: Definition provided by DFES: **Urgent Work** means repairs or maintenance necessary for the continued provision or restoration of the electricity (essential) service, carried out by an essential service provider.

When the FDR is not Catastrophic and a TFB is declared, the *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)* checklist must be used to confirm all controls listed in the sections below are in place prior to commencing Work:

- 2.3.3 - Notification Requirements
- 2.3.5 - Off-road Activity
- 2.3.6 - Switching
- 2.3.7 - Hot Work
- 2.3.8 - Harvest and Vehicle Movement Ban

When a TFB is not declared, refer to Section 2.2 - Fire Precautions in this work instruction. However, during fire weather (FDR ≥ Extreme):

- it is advised to apply and follow the *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)*
- monitor the fire and weather warning information updates for a potential TFB declaration (see Appendix A – Fire and weather information)
- continually consider the risks associated with Off-road Activity, Switching Activities and Hot Work, as local conditions could deteriorate
- consider having additional fire extinguishers at the worksite.

### 2.3.2. Total Fire Ban Workplace Risk Assessment Plan (WRAP)

When a TFB is declared, the *Total Fire Ban Workplace Risk Assessment Plan (WRAP) (EDM 43700599)* must be used.

The TFB WRAP lists controls that must be in place before during and after Work is performed. All listed controls must be in place.

Where applicable, controls in the TFB WRAP are in addition to Section 2.2 Fire precautions in this work instruction.



### 2.3.3. Notification requirements

It is a requirement to notify DFES and the relevant local government authority between 24 hours and 30 minutes prior to commencing any Off-road Activity, Switching Activity or Hot Work. This can be done using the [On-line TFB Activity Notification AFDRS](#) form.

Access the form:

Pg. 1 - Enter all the required fields:

- Company Name and Trading Name: Western Power
- ABN: 18540492861
- Business/Industry Type:
  - Select Power Water and Gas Supply

Pg. 2- Continue completing the form:

- Postal Address and Head Office Address: 363 Wellington Street, Perth, 6000, WA
- Exemption details:
  - If switching, select 'Yes'
  - Select 'No' if performing Off-Road Activities or Hot Works only.

Pg. 3 - Details of Exemption for 'Yes' selection above

- Exemption Details
  - Enter details 'Exemption 22-194260'
  - Click the checkbox for 'Other Activity'
- Detailed description of activity
  - Provide name of upstream breaker and the switching program number
- Excepted Activity to be Undertaken on the TFB day
  - Click the checkbox for 'Other Activity' and continue.

Where a mobile unit (e.g. Network Response) is called to a fault but the crew does not have internet access, the depot must complete and submit the [On-line TFB Activity Notification AFDRS](#) form on the response crew's behalf. DFES does not provide a call-in facility for notification purposes.

If the Off-road Activity, Switching Activity or Hot Work is within 3km of land managed by the Department of Biodiversity, Conservation and Attractions (DBCA) Parks and Wildlife Service, the respective local District or Regional Duty Officer from Parks and Wildlife must also be notified between 24 hours and 30 minutes prior to the activity commencing (see [Appendix B - DBCA Parks and Wildlife contact details](#)). DBCA email details are provided in a linked PDF document within the DFES Online notification form.

The local landowner on whose property the Work will take place must be contacted (if possible) before commencing Work in accordance with the *Environment and Land Access in Operations work instruction (EDM 41050794)*.

Any fire occurring at the worksite, whether extinguished or not, must be reported:

- immediately via 000 if the fire cannot be controlled and/or suppressed
- to DFES Communications Centre on 9395 9210
- to the Western Power Incident Hotline (1300 225 597).



### 2.3.4. Approved Firefighting vehicle and fire extinguisher requirements

#### DFES approved firefighting vehicle

- Has one or more water storage tanks mounted on it and is equipped with at least 20m of 19mm diameter fire hose fitted with an adjustable nozzle capable of projecting a 6m jet of water and a pump capable of delivering a minimum of 120l/m of water at 700kPa through the hose.
- Has water capacity requirements for Hot Works are shown in *Table 3 - Firefighting unit capacity requirements* (see section 2.3.7 - Hot Work) in this work instruction.
- Must be kept close to the Hot Work.
- Must be capable of traversing the site (i.e. firefighting trailers must not be unhitched and left on the side of the worksite).
- The crew should have the following Personal Protective Equipment (PPE) to be used when fighting a fire:
  - helmet with face shield
  - suitable gloves.

#### Fire Extinguishers

Portable fire extinguishers (approved by DFES) must comply with the current Australian standard and include:

- 9L pressurised water
- 9kg ABE powder.

Operational vehicles should carry two Approved Fire Extinguishers for deployment at worksites as required.

### 2.3.5. Off-road Activity

During a TFB, Off-road Activity is a Prescribed Activity.

DFES must be notified of any Off-road Activity prior to the activity commencing during a TFB in line with section 2.3.3 - Notification requirements.

Use of vehicles Off-road must comply with section 2.2.3 - Vehicles and Off-road Driving above. Non-operational light/pool vehicles should not be used off-road during a TFB.

Planned Off-road Activity can only take place during a TFB if the FDR is not Catastrophic, and

- the controls in the TFB WRAP are in place
- there is no Harvest and Vehicle Movement Ban declared
- any internal combustion engine must be mechanically sound and have an exhaust system that:
  - is clean and free from gas leaks
  - is fitted with a suitable spark arrester that is well maintained and complies with Australian Standards (except for a motor vehicle).
- at least one Approved Fire Extinguisher in proper working order must be easily accessible on or near the vehicle, plant, engine, equipment or machinery while in use
- petrol-driven tools must be refuelled in a well-ventilated area where there is no flammable material or naked flame:
  - if possible, place the tool on the ground to minimise static
  - ensure that the ignition is turned off (if applicable)
  - ensure that the exhaust system has cooled
  - ensure that the power tools' fuel tank and jerry-can lids are securely closed before re-starting.

- when not in use, the vehicle, plant, engine, equipment or machinery must be switched off and parked/placed in an area that is clear of flammable material.

**Exception:** Essential services can continue off-road activity during catastrophic FDR and where a HVMB is in place if the work is Urgent work (Ref: Off-road Activity). The same conditions of work apply.

### 2.3.6. Switching

The Department of Fire and Emergency Services (DFES) has granted Western Power a 2-year exemption allowing Western Power to undertake certain Switching activities during a total fire ban (TFB).

The exemption and its conditions are detailed in the *Notice of Exemption (EDM 61885658)* which is granted pursuant to section 22C of the Bush Fires Act 1954 (WA).

The exemption provides that during a TFB and subject to certain conditions, the following may be performed:

- disconnection and re-connection of electricity supplies; and
- operating the Transmission and Distribution networks open-air switchgear (i.e. Tx isolators, and Dx DOF, PTS LV and HV DISO).

The operation of enclosed switchgear (breakers, RMUs, indoor switchgear) is not considered to be spark-producing and is therefore not subject to any restrictions during a TFB.

#### Notification

- DFES must be notified of any Switching Activity prior to the activity commencing during a TFB in line with *Section 2.3.3 - Notification requirements* of this work instruction.

#### Fire prevention

- When the FDR is catastrophic, only Urgent works (see definition) may proceed.
- For all TFB periods, a thorough risk assessment using the *Fire weather day and TFB risk management form F317 (EDM 34178464)* in accordance with *SOP 164 Restoration of feeders and reclosers (EDM 33970824)* must be performed before any operation of open-air switchgear.
- The risk assessment must be performed by Network Operations and made available to DFES on request.

#### On-site requirements

- A copy of the current *Notice of Exemption* must be carried and available during a Total Fire Ban.
- Any fire occurring at the worksite, whether extinguished or not, must be reported:
  - immediately via 000 if the fire cannot be controlled and/or suppressed
  - to DFES Communications Centre on 9395 9210
  - to the Western Power Incident Hotline (1300 225 597).
- Before proceeding, switching operators must complete the *TFB WRAP* in accordance with *section 2.3.2 Total Fire Ban Workplace Risk Assessment Plan* in this work instruction.
- For operation of open-air switchgear within 30m of combustible bush or grassland:
  - There must be a 10m clearance of flammable material around the entire pole, open-air contacts, and pole base, and
  - An approved fire extinguisher must be readily available at the switching site
- If the 10m exclusion of flammable material cannot be achieved:
  - All combustible material within 10m of the switching site must be damped down, and

- There must be an approved firefighting vehicle containing at least 400l of water and crewed by 2 able-bodied personnel (a Fire Detection Officer and the switching operator) at the switching site.

### Supply restoration - unidentified fault

Where the cause of the loss of supply cannot be visually established, Network Operations may only initiate restoration provided:

- a risk assessment using the *Fire weather day and TFB risk management form F317 (EDM 34178464)* in accordance with *SOP 164 Restoration of feeders and reclosers (EDM 33970824)* is performed,
- or
- the FBI has been below 40 for at least an hour for the affected area.

### Completion of switching

- Before leaving the switching site, the switching operator must thoroughly check the site and satisfy themselves that there is no sign of fire or anything likely to cause a fire and apply controls as necessary.

### 2.3.7. Hot Work

During a TFB, Hot Work in open air is a Prescribed Activity.

DFES must be notified of any Hot Work prior to the activity commencing during a TFB in line with section 2.3.3 Notification requirements.

Planned Hot Work can only be carried out during a TFB if the FDR is not Catastrophic, and:

- the controls in the TFB WRAP are in place
- fire resistant barriers of a height sufficient to prevent the escape of hot particles or sparks must be placed around the hot work
- the ground within a 10m radius of the Hot Work must be clear of flammable material and damped down with water to reduce the risk of spark ignition. Wetting down requires extra water. Water allocated for fire suppression must not be used for wetting down.
- the worksite must be clear of all flammable matter
- there must be at least two Approved Fire Extinguishers in proper working order located close to the Hot Work.

If the Hot Work is carried out within 30m of any bush, crop, pasture, stubble, or grassland, then a DFES approved firefighting vehicle must be available on site with the capacity(s) shown below in *Table 3: Firefighting vehicle capacity requirements* for the duration of the Hot Work.

**Table 3: Firefighting vehicle capacity requirements for Hot works**

FDR	Water required on site (L)
No rating	500
Moderate	1000
High	1500
Extreme	2500

**Note:** If there is no reticulated water supply within 1km of the worksite an additional 5000L of water must be available on site and remain on site for at least 30 minutes after the Hot Work is complete.

A Fire Detection Officer dedicated solely to detecting and suppressing any fire must be present during the Hot Work activity.

The firefighting vehicle, Fire Detection Officer and one other able-bodied person must remain on site for at least 30 minutes after the Hot Work activity is complete, and not leave until they are satisfied there is no fire or anything likely to cause a fire on the site.

**Exception:** Essential services can continue with hot work during catastrophic FDR if the work is Urgent work (Ref: [Hot Work](#)). The same conditions of work apply.

### 2.3.8. Harvest and Vehicle Movement Ban

A Harvest and Vehicle Movement Ban (HVMB):

- is declared by Fire Control Officers of the local government or shire council, either in conjunction with a DFES TFB, or in isolation

Local government Bush Fire Control Officer or Ranger Services must be contacted to find out if an HVMB has been issued in the area (see [Local government link](#)).

Planned Work on a road verge, or off-road must be cancelled unless local government or shire council have given approval for the Work to continue.

If Urgent Work must be performed during an HVMB, contact the local Fire Control Officer to obtain permission. If permission is granted:

- agree with the Fire Control Officer on any specific conditions and the fire suppression equipment requirements and record this information on the *Total Fire Ban Workplace Risk Assessment Plan (WRAP)* (EDM 43700599).
- the following tasks may be undertaken:
  - isolate supply
  - undertake repairs to fallen poles, powerlines and cables
  - remove vegetation that is touching the lines
  - line patrols for the purpose of fault finding
  - restoration of the power supply.

## 3. Dictionary

Term	Meaning
Approved Fire Extinguisher	<ul style="list-style-type: none"> <li>• 9 litre pressurised water (rating 4A)</li> <li>• 9kg ABE powder</li> <li>• In substations and offices ABE dry powder, CO2 or other extinguishers are also approved depending on location and intended usage requirements.</li> </ul>
Emergency Work	Work performed for the purpose of preventing immediate and serious risk to the health and safety of a person or livestock
Essential services	Means any of the following: <ul style="list-style-type: none"> <li>• Water supply, sewerage, or drainage services</li> <li>• Electricity or gas services</li> <li>• Telecommunications services</li> <li>• Public transport services</li> <li>• Rubbish collection or disposal services</li> </ul>
Fire Detection Officer	Person trained in the use of extinguishers, operation of the firefighting vehicle, and bush fire suppression.

Term	Meaning
Fire suppression	Workers, in their capacity as such, are not fire-fighters; the primary requirement is fire prevention. However, in the event of a fire starting the expectation is for workers to extinguish the fire before it becomes out of control.
DFES approved firefighting vehicle	Mobile unit comprising: <ul style="list-style-type: none"> <li>• Water storage tank(s)</li> <li>• 20m of 19mm diameter fire hose fitted with an adjustable nozzle capable of projecting a 6m jet of water</li> <li>• Pump capable of delivering a minimum of 120 l/m of water at 700kPa through the hose</li> <li>• Self-propelled or hitched to a vehicle and capable of traversing the worksite</li> </ul>
Hot Work	The operation in open air of welding apparatus (including gas) of any kind, or power operated abrasive cutting discs of any kind
Instructed person	A person that has received verbal instruction in the single performance of a task or duty
Off-road Activity	The use or operation of any engine, vehicle, plant, equipment or machinery on land on which there is bush, crop, pasture, stubble or grassland. Exclusions are: Roads, cleared lanes, yards or other areas that provide access and parking for residential, business or farming premises.
Open-air switchgear	Any switching device where the contacts rely on open air as an arc-extinguishing medium (i.e. Tx isolators, and Dx DOF, PTS LV and HV DISO)
Prescribed Activity	These activities are individually listed as Blasting, Fireworks, Gas flaring, Hot work, Road work (grading and bituminising), Off-road activity and Catering activity. See <a href="#">TFB prescribed activities</a> in the DFES website.
Switching	The operation of circuit breakers, isolators, disconnectors, fuses or other methods of making or breaking an electrical circuit and/or the application and removal of programme earths.  The operation of enclosed switchgear (breakers, RMUs, indoor switchgear) is not considered to be spark-producing and is therefore not subject to any restrictions during a TFB.
Urgent Work	Restoration works necessary for the continued provision or restoration of an essential service, carried out by an essential service provider.
Work	Includes planned and unplanned network maintenance tasks.
Worker	Under the WHS legislation a worker is a person who carries out work in any capacity for a person conducting a business (PCBU) or undertaking, including any of the following: <ul style="list-style-type: none"> <li>• an employee</li> <li>• a contractor or subcontractor</li> <li>• an employee of a contractor or subcontractor</li> <li>• an employee of a labour hire company who has been assigned to work in the person's business or undertaking</li> <li>• an outworker</li> <li>• an apprentice or trainee</li> <li>• a student gaining work experience</li> <li>• a volunteer – except a person volunteering with a wholly 'volunteer association' with no employees (whether incorporated or not).</li> </ul>

## 4. References

- *AS/NZS 3957:2014 Light-transmitting screens and curtains for welding operations*
- *Bush Fires Act 1954 (WA)*
- *Bush Fires Regulations 1954 (WA)*

## 5. Related documents

Title	EDM reference
22-194260 DFES Exemption - Western Power - restoration works on the electrical network - Statewide	<a href="#">61885658</a>
Environment and land access in operations work instruction	<a href="#">41050794</a>
Fire precautions work instruction consultation register	<a href="#">44625381</a>
Hay, Milligan and Cook street substations – Additional work planning requirements, due to installation of multiple fire protection systems	<a href="#">22892705</a>
Restoration of feeders and reclosers (SOP 164)	<a href="#">33970824</a>
TFB risk management form (Network Operations F317)	<a href="#">34178464</a>
Total Fire Ban Workplace Risk Assessment Plan (WRAP)	<a href="#">43700599</a>
Total Fire Ban WRAP Instructions	<a href="#">43942393</a>
Zone Substation Access Restrictions - Specific Conditions	<a href="#">60392785</a>

## 6. Review

This work instruction will be reviewed and evaluated by the content owner at least once in every three-year period taking into account the purpose of the work instruction and the outcome of the compliance review.

## 7. Content owner

Full name	Role title	Business unit
Greta Groenewald	Management Systems Team Leader	SEQT

## 8. Content approver

Full name	Role title	Business unit
Andy Shaw	Head of Function	SEQT

## 9. Approval history

Version	Approved by	Date of approval	Notes
5.0	Head of Safety, Environment, Quality and Training, Andy Shaw	18/12/2020	
6.0	Head of Safety, Environment, Quality and Training, Andy Shaw	30/08/2022	Revised to align with new TFB Exemption 22/1385498.
7.0	Head of Safety, Environment, Quality and Training, Andy Shaw	10/11/2022	Revised to align with amended TFB Exemption 22/194260.

## Appendix A - Fire and weather information

Information on fire and weather warnings can be obtained from the following:

- DFES website: <https://www.dfes.wa.gov.au/site/>
- Twitter: [https://twitter.com/dfes\\_wa](https://twitter.com/dfes_wa)
- DFES information line: 13 DFES (13 33 37)
- TFB hotline: 1800 709 355
- TFB Today: <https://www.emergency.wa.gov.au/#totalfirebans>
- TFB Tomorrow: <https://www.emergency.wa.gov.au/#totalfirebans-tomorrow>
- Fire Danger Ratings: <https://www.emergency.wa.gov.au/#firedangerratings>
- BOM FDR: <http://www.bom.gov.au/wa/forecasts/fire-danger-ratings.shtml>
- Emergency Western Australia website: <https://www.emergency.wa.gov.au/>
- Bureau of Meteorology website: <http://www.bom.gov.au/wa>
- ABC local radio
- Roadside FDR signs
- Network Operations:
  - Network Control: 08 9427 0636
  - TFB notifications via new Electrical Supply Emergency Notification Display System (ESEN) system to Field Supervisors and Formal Leaders in Operations Maintenance and Network Operations. Leaders should cascade this information to their Workers in a way best suited to each team.

## Appendix B - DBCA Parks and Wildlife contact details

See [Office locations and work centres - Parks and Wildlife Service \(dpaw.wa.gov.au\)](https://dpaw.wa.gov.au) for more information.

<b>DBCA headquarters</b>
17 Dick Perry Avenue KENSINGTON WA Phone (08) 9219 9000
<b>Goldfields</b>
Goldfields Region headquarters 32 Brookman Street KALGOORLIE Phone (08) 9080 5555
<b>Midwest Region</b>
Midwest Region headquarters 201 Foreshore Drive GERALDTON Phone (08) 9964 0901
<b>South Coast Region</b>
South Coast Region headquarters 120 Albany Highway ALBANY 6330 Phone (08) 9842 4500
<b>South West Region</b>
South West Region headquarters Corner of Dodson Road and South Western Highway BUNBURY Phone (08) 9725 4300
<b>Swan Region</b>
Swan Region headquarters Corner of Australia II Drive and Hackett Drive CRAWLEY Phone (08) 9442 0300
<b>Warren Region</b>
Warren Region headquarters Brain Street MANJIMUP Phone (08) 9771 7988
<b>Wheatbelt Region</b>
Wheatbelt Region headquarters 9 Wald Street NARROGIN Phone (08) 9881 9200



# Best Practice Governance Review

## Background Paper

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# Best Practice Governance Review

## **1. Background, Approach and Timeline**

# Background and Approach

Background and approach that led to the development of the governance principles for the Best Practice Governance Review.

## Background

The Western Australian Local Government Association (WALGA) developed its Corporate Strategy 2020-25, and in doing so identified a key strategic priority, to undertake a Best Practice Governance Review. The objective of the review is to ensure WALGA's governance and engagement models are contemporary, agile, and maximise engagement with members. Other drivers for the review included:

- Misalignment between key governance documents; Constitution, Corporate Governance Charter, State Council Code of Conduct, and Standing Orders – stemming from varying amendments.
- State Council's 3 September 2021 resolution requesting amendment to the Constitution to “*deal with matters related to State Councillors’ Candidature for State and Federal elections*”.
- Proposed legislative reforms to remove WALGA from being constituted under the *Local Government Act 1995* (WA).
- Constitutional requirements for WALGA to become a registered organisation under the *Industrial Relations Act 1979* (WA), which would enable WALGA to make applications in its own right to the Western Australian Industrial Relations Commission

In March 2022 State Council commissioned the Best Practice Governance Review (BPGR) and established a Steering Committee to guide the Review.

The BPGR Steering Committee had its first meeting on 5 May 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change. At the meeting, five comparator organisations were identified to be used in a governance model comparative analysis. Steering Committee meetings 2 to 5 had a focus on the development of governance model principles.

## This document

This document presents the key insights from the jurisdictional and comparator organisation analysis that supported the development of the governance principles. The final section presents the endorsed governance principles.

**Jurisdictional Analysis** – This section compares WALGA to equivalent jurisdictional associations (e.g. LGASA). This provides key insights into the size and election processes of WALGA compared to equivalent associations.

**Comparator Organisations** – This section compares WALGA's governance arrangements to five comparator organisations that were agreed at the BPGR Steering Committee meeting 1. This provides key insights into the size, election processes and recent governance changes of these five comparator organisations.

**Governance Model Principles** – The governance model principles were developed through BPGR Steering Committee meetings 2 to 5. This provides a structure for understanding how the current governance model of WALGA and any future governance model aligns to these principles.

The following slide outlines the timeline of key events and meetings that formed part of the BPGR.



# Timeline

Timeline of key events with a focus on the BPGR Steering Committee meetings throughout May to August 2022

## WALGA Corporate Strategy 2020-25

In 2019, a five-year Corporate Strategy was developed and identified that a governance model was key to delivery of the strategy. 19 interviews and 2 workshops covering 20 Local and State Government leaders informed the strategy.

## Stakeholder Engagement Project, GRA Partners, 2021

45 responses received from Federal and State Government and Opposition.

## WALGA Stakeholder Engagement Project, Marketforce 2021

105 survey responses and 42 interviews were facilitated across 95 Local Governments.

## State Council Performance Assessment, 2020

17 survey responses and comments received from State Councillors.

## Commissioning of Best Practice Governance Review

In March 2022, WALGA commissioned PwC to support the BPGR Project.

## First BPGR Steering Committee meeting held

On 22 May 2022, the first meeting of the BPGR Steering Committee identified five comparator organisations for the Review.

## Third BPGR Steering Committee meeting held

On 28 June 2022, an options paper was reviewed.

## Second BPGR Steering Committee meeting held

On 8 June 2022, the initial draft of comparator organisations was presented and assessment criteria was identified.

## Fourth BPGR Steering Committee meeting held

On 18 July 2022, core principles were decided to guide the BPGR.

## Fifth BPGR Steering Committee meeting held

On 10 August 2022, core principles for the BPGR were finalised.

## State Council updated

On 3 August 2022, an update on the BPGR was provided to State Council.

## Principles shared

In September 2022 agreement on the next steps for sharing the principles with Local Government members.



# Best Practice Governance Review

## 2. Jurisdictional Analysis

# Analysis: Jurisdictional equivalents to WALGA

Jurisdictional equivalents of WALGA have been analysed according to their size and election methods.

## Background

Prior to the BPGR Project commencing in March 2022, work was undertaken to understand governance arrangements in other jurisdictions. The focus of this work was on associations from other Australian states, as well as New Zealand.

The full list of associations are:

- Local Government NSW (LGNSW)
- Municipal Association Victoria (MAV)
- Local Government Association of Tasmania (LGAT)
- Local Government Association of South Australia (LGASA)
- Local Government Association of Queensland (LGAQ)
- Local Government Association of Northern Territory (LGANT)
- Local Government Association of New Zealand (LGNZ)

The assessment of these associations focused on providing insights into the following domains:

- **Size of Board:** How many board members are there in comparison to the 25 WALGA board members?
- **Method of Election of President:** How is the President elected to the board?
- **Method of Election of Board Members:** How are board members elected?

## Key Insights

Key insights following the comparison of WALGA to equivalent associations are outlined below:

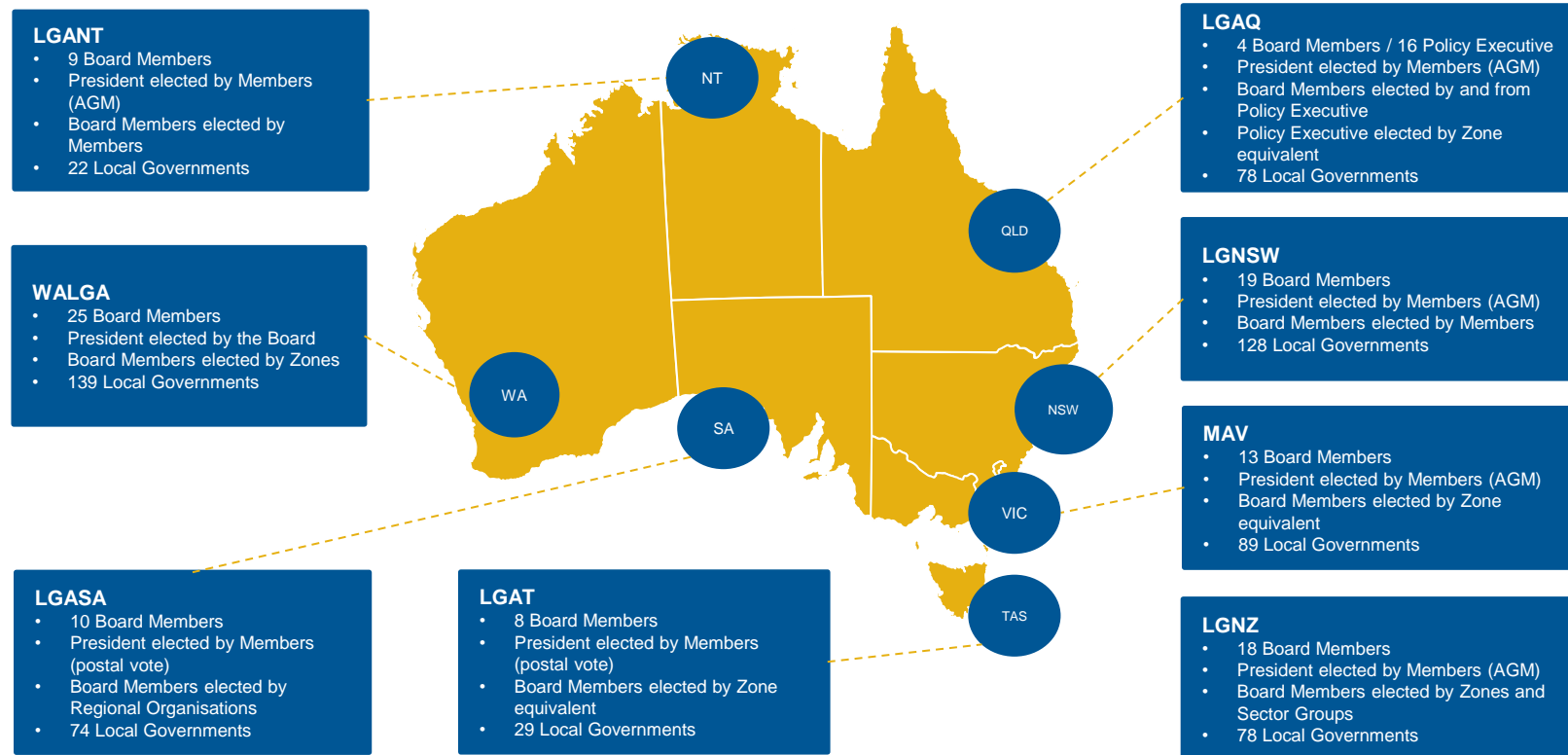
- **Size of Board** – while WALGA's board (State Council) contains the largest number of representatives, it can be seen that boards of Local Government Associations tend to be relatively large. The average board size (using Queensland's policy executive, not board) is 15.4.
- **Method of Election of President** – WALGA is an outlier: all other Presidents are elected directly by the membership. Perhaps this is a reflection of the prevalence of Council elected Mayors and Presidents in WA.
- **Method of Election of Board Members** – The majority of associations use regional groupings (equivalent to our Zones) to elect board members. The New Zealand hybrid model of electing representatives from geographic zones and sector groups (metro, provincial, rural, regional) is of interest.

The following slide presents this information for each of the seven associations.



# Summary: Jurisdictional equivalents to WALGA

Summary of jurisdictional analysis of WALGA equivalents in relation to their Board membership, election methods and number of Local Governments.





# Best Practice Governance Review

## **3. Comparator Organisations**

# Comparator organisations

Comparison of WALGA's governance model to the governance models of five comparator organisations.

## Background

The BPGR Steering Committee had its first meeting on the 5 May 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change.

At the meeting, five comparator organisations were identified to be used in a governance model comparative analysis. The organisations were selected on the basis of their similarity to WALGA as WA member-based peak industry organisations.

The selected organisations were: Australian Medical Association (AMA) WA, Chamber of Commerce and Industry (CCI) WA, Chamber of Minerals and Energy (CME), Australian Hotels Association (AHA) WA and Pharmacy Guild (PG) WA Branch.

## Process

WALGA supplied a range of background documents to assist in undertaking the initial desktop comparison. This included the Constitution, Corporate Governance Charter, Corporate Strategy 2020-2025, Standing Orders, Elected Member Prospectus, Flow Chart – WALGA Zone and State Council Process, Final Report – State Councils and Zone Structure and Process Working Group.

The documentation used for the comparator organisations were typically the:

- Constitution – which serves as the instrument for establishment of the association;
- Annual reports – which contains information about an association's performance over a 12-month period; and
- Organisational website – which may outline the structure and current composition of the board, council and the leadership team of the organisations.

Interviews were successfully arranged with three of the five organisations. They were AMA WA, CCI WA and CME WA. The document analysis and interviews provided insights into the size, election methods and recent changes within these organisations.

## Key insights

Key insights through the comparison of WALGA to the five comparator organisations are outlined below:

- **Size of Board** – WALGA's board (State Council) was larger than all other comparator organisation's boards.
- **Election methods** – election methods varied across the comparator organisations but many involved election through the membership.
- **Change** – three of the five organisations had recently undergone changes or reviews of their governance structures. There were a range of drivers for this change including: to increase the decision making ability of the board; to use specific working groups to focus on specific topics of interest and to increase representativeness of specific groups (e.g. Aboriginal and Torres Strait Islanders).

The following slide presents summary information on the size and election methods of the five comparator organisations. This is then followed by more detailed background into each organisation, their governance structure and any outcomes from conversations with these organisations.



# Summary: Governance structure analysis

WALGA's governance structure was analysed in comparison to five comparator organisations

Organisational Comparisons	Number of Board Members	President Elected by	Board Members elected by
<b>WA Local Government Association (WALGA)</b>	25	The Board	Zones
<b>Australian Medical Association (AMA)</b>	9	AMA WA Members	Members of the Association
<b>Chamber of Commerce and Industry WA (CCIWA)</b>	7 to 10	The Board	<ul style="list-style-type: none"> <li>Up to 12 elected by Members</li> <li>Up to 8 appointed by the Board</li> <li>Up to 8 appointed by the Council</li> </ul>
<b>Chamber of Minerals and Energy (CME)</b>	6 to 11	Ordinary Members	Executive Councillors
<b>Australian Hotels Association (AHA) WA</b>	17	The Branch Committee of Management	The Branch Committee of Management
<b>Pharmacy Guild (PG) – WA branch</b>	16 to 22	The Branch	Financial Members from the same region as the Branch

*Note: The Council, Branch, or Board chosen from the organisations above were chosen for how appropriate their structure is as a comparison to the WALGA State Council.*



# Organisational Analysis: Australian Medical Association (AMA) WA

With over 5,000 members, the AMA (WA) is the largest independent professional organisation for medical practitioners and medical students in the State. Total revenue and other income for AMA nationally in 2020 was reported as \$21,928,000.

## Organisational Information

The AMA (WA) Board was created in 2017 and is comprised of the President, Immediate Past President, two Vice Presidents and five members of Council who are elected to sit on the Board (9 in total).

The AMA (WA) Council consists of four office bearers (President, Immediate Past President, two Vice Presidents). Additionally, there are the Specialty Group Representatives (e.g. General practice, surgery); Practice Group Representatives (e.g. rural doctors, public hospital doctors); Ordinary Council Members; and, Co-opted Council Members. Majority of the representatives and members represent their specialty (e.g. anaesthetics) or group of representative (e.g. medical student society).

The AMA Federal Council meets quarterly and is the AMA's main policy-making body. It is a forum to identify and debate emerging issues of relevance to the membership. The Federal Council's primary role is to: Form the policy of the AMA; Propose changes to existing policy; and Elect representatives to roles and committees. There is one State and one Area nominee from WA on the Federal Council.

The Leadership team consists of seven staff. CEO, CFO, COO, General Manager Training and Recruitment, Operations Manager, General Manager Financial Services and an HR manager.

## Governance Structure\*

The Board comprises of approximately 9 members.

The Board may increase or decrease the number of Advisory Council members as needed. However, it currently has 4 members.

The Board focuses on governance, managing the Association's conduct and business, and ensuring conformity with the constitution.

The General Council focuses on advocacy, policy making, and representation of the association.

The Board and Council is also supported by Specialty Group Representatives, Practice Group Representatives, Ordinary Council Members, and Co-Opted Council Members.

## Outcomes of Organisation Discussion

- **Governance Review:** The 2020 annual report mentions that an organisation-wide review was undertaken with the transformation in the process of being implemented until March 2020 (COVID).
- **Representation:** It is more important to restrict the number of Board members than Councillors. Board members are involved in making policy and governance decisions, requiring a greater decision-making capability; Councillors are more involved in stakeholder engagement and solving specific issues through working groups, therefore Council size has less impact to efficiency and effectiveness of the model.
- **Engagement:** The president is the spokesperson when it comes to policy issues. Councillors represent the views of Specialty Groups, Practice Groups, and the medical profession as a whole.
- **Feedback on the current model:** Board members have previously taken the role because they are passionate, but do not necessarily have the right expertise, resulting in poor governance. Board members who have leadership and governance experience have proven to be effective in the updated model. The Board would benefit from an independent audit partner and increased diversity in specialty, a simplified purpose of the Board and Council Advisory, and a reduced number of meetings each year.

*\*The AMA WA Constitution does not specify the number of Board or Council members. Member numbers are indicative and have been taken from the current Board & Council.*



# Organisational Analysis: Chamber of Commerce and Industry (CCI) WA

CCIWA is a not-for-profit member organisation providing information, professional services and support for businesses in Western Australia, with over 2,000 WA members. Total revenue and other income for 2021 was reported as \$34,270,130.

## Organisational Information

The CCIWA operates as a company limited by guarantee. This came into effect on 11 January 2019. The change in status means that CCIWA is now incorporated under the *Corporations Act 2001* (Cth) rather than the State legislation covering incorporated associations.

Based on the constitution, the number of board members can be between 9-12 (including President & Vice President). The current board has only 6 members including the President and Vice President.

There is a General Council. The constitution states that Councillors can be up to certain numbers depending on who they were elected by. The resulting effect is a council that does not have consistent numbers of members and does not need to fill all positions. This is unlike WALGA's governance model where representatives are elected by zones.

The Board is responsible for the sound governance of the organisation, whereas the General Council provides input to the organisations policy; provides advice to the Board; acts as a point of interface; elects and appoints Council Elected Directors; and passes resolutions relating to specific handling of assets and raising and borrowing funds.

## Governance Structure

The Board comprises of 9 – 12 members.

The Board focuses on strategic priorities, financial performance and compliance issues.

The General Council consists of up to 28 Councillors.

The General Council focuses on developing and being spokespersons on public policy frameworks and positions.

The governance structure is supported by bespoke working groups, formed from Councillors as relevant for specific strategic and policy issues.

## Outcomes of Organisation Discussion

- **Governance Review:** CCIWA conducted a review of their 2018 Constitution, resulting in changes contained in the 2021 Constitution, including: The governance model was revised to increase the decision-making capability of the board; The structure of the General Council was determined to be too generic causing low Councillor attendance. After the review, Councillors were split into bespoke working groups for specific policy issues for the upcoming 12-month period. This resulted in higher councillor attendance, than the previous governance model.
- **Representation:** In the new revision of the constitution, two new types of Councillors were included to increase representation for their respective groups. Future Leader Councillors, from members of University business schools; and First Nations Business Councillors, elected from First Nations Members.
- **Feedback on the current model:** In the current governance model, when a board member leaves, a temporary team member is appointed since board members can only be elected in general meetings.



# Organisational Analysis: The Chamber of Minerals and Energy (CME) WA

CME WA is the peak resources sector representative body in Western Australia whose member companies generate 95% of all mineral and energy production and employ 80% of the sector's workforce in the State.

## Organisational Information

The Corporate Governance Charter (Charter) provides guidance on the respective roles, responsibilities and authorities of members of the Executive Council (Executive Councillors) and members of the Advisory Board (Advisory Board Members) in setting the direction, management and control.

The number of Vice Presidents is determined by the Executive Council, the constitution contains no limit on the number of Vice Presidents and so the number of Vice Presidents is excluded from the diagram to the right.

Executive Councillors are elected by Ordinary Members, and there can be no less than 10.

The Role of the Advisory Board is to act as a traditional board providing strategic oversight on behalf of the Chamber. Key interface with the Executive Management Team on organisational matters, including strategy, operating accounts, governance and risk.

## Governance Structure

Advisory Board comprises of 5-10 members.

The Advisory Board provides strategic oversight and acts as the key interface with the Executive Management team on strategy, operating accounts, governance and risk.

Executive Council (10+ members).

The Executive Council most senior interface to guide and prioritise the agenda of the Chamber and its respective committees and holds final decision-making authority re: annual financial reports/statements.

The governance structure is supported by committees including bespoke working groups, appointed by Executive Council as relevant for specific strategic and policy issues.

## Outcomes of Organisation Discussion

- **Governance Review:** CME recently engaged in a governance review. In April 2020, CME put in place a governance charter. This codified processes and structures, clarified lines of accountability and included a director's code of conduct.
- **Representation:** Members who express an interest, get a seat at the table for the Executive Council. There are approximately 60 ordinary members with 16-20 regularly attending council meetings. This group is intended to provide a litmus check that the broader membership needs are being met.
- **Engagement:** Although the board is strongly engaged in the work and responsibilities it holds, there is the varying engagement of the executive council – this is broadly because due to the large array of issues it covers – the organisation would love to see stronger engagement in this area.
- **Feedback on the current model:** Based on the age of the organisation, the current pyramid structure works. This is successful largely due to the governance charter which provides clarity in role and structure for the organisation.



# Organisational Analysis: Australian Hotels Association (WA)

The Australian Hotels Association (AHA) represents more than 5,000 members across Australia serviced by a network of branches based in every state and territory, plus a Canberra-based National Office. Total revenue and other income for AMA nationally in 2020 was reported as \$2,257,963.

## Organisational Information

AHA was founded in 1892 and now represents more than 80% of the Western Australian hotel and hospitality industry.

The organisation has a branch in each state and territory, including a division in each branch known as the National Accommodation Hotels Division. The organisation and each of its branches have their own set of rules by which they are governed. However, ultimate authority is deferred to the National Board of the organisation.

All issues and opportunities are addressed by The Branch Committee of Management (The Branch). Consisting of six ordinary members, elected by members of the branch, and the president from each of the Territorial and Non-Territorial Divisions of the Branch. This includes a President, Senior Vice President, Vice President, Treasurer, Accommodation President and Country Representative. The President, Senior Vice President (SVP) and Vice President (VP) are elected by The Branch.

AHA developed a subsidiary known as 'Tourism Accommodation Australia (TAA)'. TAA publicly represents and lobbies specifically for accommodation hotels separately from the AHA's general hospitality members. However, membership to both AHA and TAA is granted to accommodation properties. There are 11 Divisional Presidents – 7 represent different Areas/Regions and 4 represent different membership groups.

## Governance Structure\*

Branch Committee of Management has 6 Ordinary members & the president of each Territory/Non-Territory Division (11).

Focuses on staff remuneration/conditions, branch transactions, disbursements, funds and resolves delegated Commonwealth industrial disputes.

There is no council or other governing entity to provide support to the Branch Committee of Management.

## Relevance to WALGA BPGR

AHA was contacted to schedule an interview; however, there was no response following multiple requests. The following insights have been made by research on their publicly available governance information and documentation.

- **Composition:** Similar to WALGA's State Council, the AHA Governance structure only has one governing entity, The Branch Committee of Management. The number of branch members (17) is smaller than WALGA (25).
- **Responsibilities:** The AHA Branch Committee of Management is responsible for financial activities; however, the Rules document does not mention that they are responsible for activities that other comparator organisations governing entities are, such as policy creation or ensuring compliance.
- **Lack of compliance with constitution:** The Rules of the AHA WA Branch document acts as the Association's constitution. However, there are many conflicts between the governance structure in the Branch Rules document, and the governance structure depicted on AHA WA's website. For example, in the document the supreme governing body of the Branch is the Branch Committee of Management, whereas on the website it is the Executive Management team. Additionally, there is no mention of a board in the Rules document, but there is a Board of Management on the website.

*\*The governance structure has been taken from the Rules of the AHA WA Branch document instead of the current governance structure depicted on the website, due to conflicting information.*



# Organisational Analysis: Pharmacy Guild (WA Branch Focus)

Pharmacy Guild supports over 5,800 pharmacies across Australia. It is broken up into Territory Branches with more than 600 pharmacies as members in WA (est. 2017).

## Organisational Information

The Pharmacy Guild's WA Branch's Annual Report can only be viewed by Members of the Organisation.

The Branch consists of the Branch Executive, and the Branch Committee. Where the Branch Executive consists of the Branch President, Branch Vice President(s) and the National Councillor(s). Additionally, in the Branch Executive, the position of Branch President and Vice President can also be held by a National Councillor, resulting in different numbers of Branch Executives between states.

The National council has the power to determine and direct policy, settle disputes, control the national fund, appoint an auditor and other activities relating to being the supreme governing entity.

The constitution does not specify who exactly elects the Branch President, or the Branch Vice Presidents, only that they are elected from the Branch. Whereas Branch Committee Members are elected by financial members in that region.

The Branch and the National Council shall appoint their own auditor. Resulting in potential conflicts of interest, as hypothetically the Branch and the National Council can appoint an auditor who audits in their favour.

## Governance Structure\*

Branch Executive consists of 2 – 6 Executive Members.

All powers and functions of the Branch Committee between meetings of the Branch Committee.

Branch Committee consists of 7 - 14 committee members (excluding the Branch executive).

Control the Branch fund, decide the agenda for and attend special meetings.

There is only one governing entity in WA for Pharmacy Guild, however the WA Branch consists of National Councillors, from the National Council which is the supreme governing body for the Pharmacy Guild. However, the Branch Committee can create subcommittees to carry out particular functions.

## Relevance to WALGA BPGR

Pharmacy Guild WA was contacted to schedule an interview; however, they responded that they do not have time to discuss their governance model. The following insights have been made by research on their publicly available governance information and documentation.

- **Representation:** The interests of members are represented by the Branch Committee Members who are elected by the financial members of the same regions. Additionally, the interests of the National Council are represented in Branches by the National Councillors appointed in each Branch.
- **Composition:** The governance structure of the Branches of the Pharmacy Guild is adaptable to the needs of the Branch. Since the Branch Committee members can decide the number of Committee members needed in their branch, they can do so based on the needs of the Branch at any point in time, making the composition and size of the Branch adaptable to emerging needs. Also, the creation of additional branches and amalgamations of current branches is up to the decision of the National Council, enabling the National Council to alter the composition of the governance model nation-wide as needed. Branches can also create subcommittees as needed.

*\*Since the number of members in governance entities is mentioned in the Constitution, the numbers have been estimated based on the current membership as per the Guild's website.*





# Best Practice Governance Review

## 4. Governance Principles

# Development of Governance Principles

BPGR Steering Committee (SC) meetings and how they lead to the development of the proposed governance principles.

## BPGR Steering Committee meetings

The BPGR Steering Committee (SC) was established by State Council to guide the review. SC Meetings 2 through to 5 acted as key inputs into the development of the Governance Model principles. The focus of SC Meetings two through to five led to the development of the governance principles.

**SC Meeting 2** - On 8 June 2022, the initial draft of the comparator organisations and their governance structures was presented. The SC identified four assessment criteria for the purposes of assessing potential governance models. The assessment criteria were: (1) representation, (2) efficiency, (3) contemporary, and (4) sustainable. An Options Paper was then developed, using the assessment criteria against two governance model options.

**SC Meeting 3** - On 28 June 2022, a discussion of the DRAFT Options Paper took place. The SC decided that a workshop was required to take a step back and develop the core governance principles (rather than assessment criteria) that needed to underpin any future governance model for WALGA.

**SC Meeting 4** - On 18 July 2022, the SC discussed the principles and identified four principles that should guide WALGA's governance. They were Representative, Responsive, Results Oriented and Renewal. Renewal was the principle that some SC members deemed as optional and is not included as a separate principle. Some elements of renewal are incorporated into the other three principles.

**SC Meeting 5** - On 10 August 2022, the SC discussed and finalised the proposed principles. Discussion focused on the principle components and their likely governance implications. Several activities also occurred around this SC meeting. This include an update to State Council at the Information Forum on 3 August 2022, finalisation of principles on 17 August 2022 to inform AGM Item and finalisation of Agenda Item for 2022 AGM, including approval by State Council.

## Key outcomes

The SC agreed on the proposed governance model principles, their component parts and the implications of these principles. Specifically:

- **Principle definition** – the definition of each of the three principles.
- **Principle component** – the key component parts of each principle.
- **Principle component description** – a description of each principle component.
- **Governance implications** – the governance implications of each of the principle components.

The following slide presents the principles, their components and a description and their governance implications.



# Endorsed Governance Principles

The principles for assessing WALGA's governance model options and governance implications

	Principle	Principle component	Component description	Governance implications
Representative	WALGA unites and represents the entire local government sector in WA and understands the diverse nature and needs of members, regional communities and economies.	Composition	The composition of WALGA's governance model represents Local Government members from metropolitan and country councils.	The governing body will maintain equal country and metropolitan local government representation.
		Size	An appropriate number of members/representatives oversees WALGA's governance.	Potential reduction in the size of the overarching governing body.
		Diversity	WALGA's governance reflects the diversity and experience of its Local Government members.	Potential for the introduction of a mechanism to ensure the governance model comprises an appropriate diversity of skills and experience.
		Election Process	Considers the processes by which WALGA's governance positions are elected and appointed.	Consideration of alternative election and appointment arrangements, with the President to be elected by and from the governing body.
Responsive	WALGA is an agile association which acts quickly to respond to the needs of Local Government members and stakeholders.	Timely Decision Making	WALGA's governance supports timely decision making.	WALGA's governance model facilitates responsive decision making.
		Engaged Decision Making	WALGA's Local Government members are engaged in decision making processes.	WALGA's governance model facilitates clear and accessible processes for Local Government members to influence policy and advocacy with consideration to alternatives to the existing zone structure.
		Agility	Considers the flexibility of WALGA's governance to adapt to changing circumstances.	WALGA's governance model is agile and future proofed for external changes.
Results Oriented	WALGA dedicates resources and efforts to secure the best outcomes for Local Government members and supports the delivery of high-quality projects, programs and services.	Focus	Considers the clarity and separation of responsibilities and accountabilities of WALGA's governance.	Governance bodies have clearly defined responsibilities and accountabilities, with the capacity to prioritise and focus on strategic issues.
		Value Added Decision Making	Facilitates opportunities for value to be added to decision making.	Adoption of best practice board processes, and introduction of governance structures that are empowered to inform decisions.
		Continuous Improvement	Considers regular review processes for components of the governance model, their purpose and achieved outcomes.	WALGA's governance is regularly reviewed every 3 to 5 years to ensure the best outcomes are achieved for Local Government members.

# Thank you

For more information, visit our [website](#) or contact Tim Lane,  
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# Best Practice Governance Review

## Consultation Paper – Model Options

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# Best Practice Governance Review

## 1. Introduction

# Introduction

## Background

The Western Australian Local Government Association (WALGA) developed its Corporate Strategy 2020-25, and in doing so identified a key strategic priority, to undertake a Best Practice Governance Review. The objective of the review is to ensure WALGA's governance and engagement models are contemporary, agile, and maximise engagement with members.

Other drivers for the review included: misalignment between key governance documents; constitution amendments for State Councillors' Candidature for State and Federal elections; and legislative reforms for the *Local Government Act 1995*, and for the *Industrial Relations Act 1979*.

In March 2022, State Council commissioned the Best Practice Governance Review (BPGR) and established a Steering Committee to guide the Review.

The BPGR Steering Committee had five meetings between 5 May 2022 and 10 August 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change. Key outputs from the BPGR Steering Committee meetings included:

- Agreement on five comparator organisations – Australian Medical Association (AMA) WA, Chamber of Commerce and Industry (CCI) WA, Chamber of Minerals and Energy (CME), Australian Hotels Association (AHA) WA and the Pharmacy Guild (PG).
- Review of governance models of Local Government Associations in other Australian States and Territories, and New Zealand.
- Drafting of governance principles that will underpin future governance models.
- Finalisation of governance principles and principle components across the domains of: **Representative, Responsive and Results Oriented**.

These activities are outlined in more detail in the Background Paper.

## This document

This document outlines:

**Principles:** The governance model principles and principle components across the domains of: Representative, Responsive and Results Oriented. The principles were endorsed at the WALGA AGM on 3 October 2022.

**Governance model options:** Presents four potential governance model options and the structure and roles associated with each option. The four options are:

- **Option 1:** Two tier model, existing zones
- **Option 2:** Board, regional bodies
- **Option 3:** Board, amalgamated zones
- **Option 4:** Member elected board, regional groups
- **Option 5:** Current model

**Alignment to principles:** Each of these options are then assessed as to whether they align with the principles and their components. The assessment considers the option and whether it meets, partially meets or does not meet the principle component. Alongside this assessment are some discussion points. An example of this relates to diversity.

Diversity is a component of the governance model being representative. Diversity here may include consideration of whether the governance model comprises an appropriate diversity of skills and experience. It also provides opportunity to consider whether the governance model provides opportunity for members of diverse backgrounds e.g. people of Aboriginal and Torres Strait Islander descent, people with Culturally and Linguistically Diverse backgrounds.

Within all the model options, direct relationship with WALGA and regional / subregional collaboration would continue to be encouraged.





# Best Practice Governance Review

## 2. Governance Principles

# Governance Principles

The following Governance Principles were endorsed by members at the 2022 AGM

	Principle	Principle component	Component description	Governance implications
Representative	WALGA unites and represents the entire local government sector in WA and understands the diverse nature and needs of members, regional communities and economies.	Composition	The composition of WALGA's governance model represents Local Government members from metropolitan and country councils.	The governing body will maintain equal country and metropolitan local government representation.
		Size	An appropriate number of members/representatives oversees WALGA's governance.	Potential reduction in the size of the overarching governing body.
		Diversity	WALGA's governance reflects the diversity and experience of its Local Government members.	Potential for the introduction of a mechanism to ensure the governance model comprises an appropriate diversity of skills and experience.
		Election Process	Considers the processes by which WALGA's governance positions are elected and appointed.	Consideration of alternative election and appointment arrangements, with the President to be elected by and from the governing body.
Responsive	WALGA is an agile association which acts quickly to respond to the needs of Local Government members and stakeholders.	Timely Decision Making	WALGA's governance supports timely decision making.	WALGA's governance model facilitates responsive decision making.
		Engaged Decision Making	WALGA's Local Government members are engaged in decision making processes.	WALGA's governance model facilitates clear and accessible processes for Local Government members to influence policy and advocacy with consideration to alternatives to the existing zone structure.
		Agility	Considers the flexibility of WALGA's governance to adapt to changing circumstances.	WALGA's governance model is agile and future proofed for external changes.
		Focus	Considers the clarity and separation of responsibilities and accountabilities of WALGA's governance.	Governance bodies have clearly defined responsibilities and accountabilities, with the capacity to prioritise and focus on strategic issues.
Results Oriented	WALGA dedicates resources and efforts to secure the best outcomes for Local Government members and supports the delivery of high-quality projects, programs and services.	Value Added Decision Making	Facilitates opportunities for value to be added to decision making.	Adoption of best practice board processes, and introduction of governance structures that are empowered to inform decisions.
		Continuous Improvement	Considers regular review processes for components of the governance model, their purpose and achieved outcomes.	WALGA's governance is regularly reviewed every 3 to 5 years to ensure the best outcomes are achieved for Local Government members.

# Best Practice Governance Review

## 3. Options and Current Model




# Options and Current Model

Five options, including the Current Model, with details of each of their key governance bodies

Option 1 – Two tier model, existing Zones	Option 2 – Board, Regional Bodies	Option 3 – Board, Amalgamated Zones	Option 4 – Member elected Board, Regional Groups	Option 5 – Current Model
<div data-bbox="83 420 160 496"></div> <div data-bbox="189 406 343 537"> <b>Board</b>                      (11 members)                      8 elected from Policy Council, incl. Board elected President                      Up to 3 independents                 </div> <hr/> <div data-bbox="83 595 160 671"></div> <div data-bbox="189 587 343 707"> <b>Policy Council</b>                      (25 members)                      24 members plus President                 </div> <hr/> <div data-bbox="83 775 160 851"></div> <div data-bbox="189 777 312 864"> <b>Zones</b>                      (5 metro, 12 country)                 </div>	<div data-bbox="426 420 504 496"></div> <div data-bbox="533 398 687 548"> <b>Board</b>                      (11 members)                      8 elected from Regional Bodies, incl. Board elected President                      Up to 3 independents                 </div> <hr/> <div data-bbox="426 595 504 671"></div> <div data-bbox="533 591 645 707"> <b>Regional Bodies</b>                      (4 metro, 4 country)                 </div> <hr/> <div data-bbox="426 775 504 851"></div> <div data-bbox="533 777 683 864"> <b>Policy Teams / Forums / Committees</b> </div>	<div data-bbox="782 425 859 502"></div> <div data-bbox="888 406 1043 537"> <b>Board</b>                      (15 members)                      12 elected from Zones, incl. Board elected President                      Up to 2 independents                 </div> <hr/> <div data-bbox="782 595 859 671"></div> <div data-bbox="888 602 1000 690"> <b>Zones</b>                      (6 metro, 6 country)                 </div> <hr/> <div data-bbox="782 775 859 851"></div> <div data-bbox="888 777 1039 864"> <b>Policy Teams / Forums / Committees</b> </div>	<div data-bbox="1130 425 1207 502"></div> <div data-bbox="1236 406 1391 537"> <b>Board</b>                      (11 members)                      8 elected via direct election, incl. Board elected President                      Up to 3 independents                 </div> <hr/> <div data-bbox="1130 595 1207 671"></div> <div data-bbox="1236 602 1391 690"> <b>Policy Teams / Forums / Committees</b> </div> <hr/> <div data-bbox="1130 775 1207 851"></div> <div data-bbox="1236 788 1344 853"> <b>Regional Groups</b> </div>	<div data-bbox="1483 425 1561 502"></div> <div data-bbox="1590 425 1744 515"> <b>State Council</b>                      (25 members)                      24 State Councillors                      1 President                 </div> <hr/> <div data-bbox="1483 595 1561 671"></div> <div data-bbox="1590 591 1721 674"> <b>Zones</b>                      (5 metro, 12 country)                 </div> <hr/> <div data-bbox="1483 775 1561 851"></div> <div data-bbox="1590 764 1744 853"> <b>Policy Teams / Forums / Committees</b> </div>

# Option 1 – Two Tier Model, Existing Zones




A description of the governance body structure and role for Option 1

Governance Body	Structure	Role
 <b>Board</b>	11 members: 8 representative members elected from and by the Policy Council (4 Metro, 4 Country). The Board then elect the President from the representative members. The Board will appoint up to 3 independent, skills or constituency directors.	Meet 6 times per year. Responsible for governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.
 <b>Policy Council</b>	24 members plus President. Members elected by and from the Zones (12 from 5 Metro Zones, 12 from 12 Country Zones).	Meet at least 2 times per year to contribute to policy positions and advocacy for input into Board, and to liaise with Zones on policy and advocacy. The Policy Council can form Policy Teams, Policy Forums and Committees, which would have responsibility for specific functions, such as policy development.
 <b>Zones</b>	5 Metro, 12 Country.	Meet at least 2 times per year to raise policy issues, elect representatives to the Policy Council, and undertake regional advocacy and projects as directed by the Zone.



# Option 2 – Board, Regional Bodies




A description of the governance body structure and role for Option 2

Governance Body	Structure	Role
 <b>Board</b>	11 members: 8 representative members elected from and by the Regional Bodies (4 Metro, 4 Country). The Board then elect the President from the representative members. The Board will appoint up to 3 independent, skills or constituency directors.	Meet 6 times per year responsible for governance of WALGA including strategy, financial oversight, policy development, advocacy priorities, employment of CEO, etc.
 <b>Regional Bodies</b>	Metro: North, South, East and Central. Country: Mining & Pastoral, Agricultural, Peel/South West/Great Southern, Regional Capitals. <i>Note: Local Governments can nominate their preferred regional body, with membership of the regional bodies to be determined by the board.</i>	Meet at least 2 times per year to contribute to policy development and advocacy, and to elect Board members (1 from each of the Metro Regional Bodies and 1 from each of the Country Regional Bodies).
 <b>Policy Teams / Forums / Committees</b>	Membership drawn from the Board and Regional Bodies with some independent members.	Responsible for specific functions – such as policy development – as determined by the Board.



# Option 3 – Board, Amalgamated Zones




A description of the governance body structure and role for Option 3

Governance Body	Structure	Role
 <b>Board</b>	15 members: 12 elected from the Zones (6 from Metro/Peel, 6 from Country). President to be elected by the Board. The Board will appoint up to 2 independent, skills or constituency directors.	Meet 6 times per year. Responsible for the governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.
 <b>Zones</b>	<p>Metro/Peel:</p> <ul style="list-style-type: none"><li>• Central Metropolitan</li><li>• East Metropolitan</li><li>• North Metropolitan</li><li>• South Metropolitan</li><li>• South East Metropolitan</li><li>• Peel</li></ul> <p>Country*:</p> <ul style="list-style-type: none"><li>• Wheatbelt South</li><li>• Wheatbelt North</li><li>• Mid West / Murchison / Gascoyne</li><li>• Pilbara / Kimberley</li><li>• South West / Great Southern</li><li>• Goldfields / Esperance</li></ul> <p><i>*indicative, re-drawing required</i></p>	Meet at least 2 times per year to contribute to policy development and advocacy, and to elect Board members.
 <b>Policy Teams / Forums / Committees</b>	Membership drawn from Board with some independent members.	Responsible for specific functions – such as policy development – as determined by the Board.



# Option 4 – Member Elected Board, Regional Groups

A description of the governance body structure and role for Option 4




Governance Body	Structure	Role
 <b>Board</b>	11 members: 8 representative members elected via direct election, with each member Local Government to vote (4 elected by and from Metropolitan Local Governments, 4 elected by and from Country Local Governments). President elected by the Board from among the representative members. The Board will appoint up to 3 independent, skills or constituency directors.	Meet 6 times per year and responsible for governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.
 <b>Policy Teams / Forums / Committees</b>	Membership drawn from Board with some independent members.	Meet at least 2 times per year. Responsible for specific functions – such as contributing to policy development – as determined by the Board.
 <b>Regional Groups</b>	Determined by members to suit needs. E.g. Regional Capitals, GAPP, VROCs, CEO Group, existing Zones.	Feed into policy development processes and undertake advocacy and projects as determined by the groups.





# Option 5 – Current Model

A description of the governance body structure and roles for the Current Model

Governance Body	Structure	Role
 <b>State Council</b>	24 members plus the President. Members elected by and from the Zones (12 from 5 Metropolitan Zones, 12 from 12 Country Zones).	Responsible for the governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy, employment of CEO, etc.
 <b>Zones</b>	5 Metro, 12 Country.	Consider the State Council Agenda, elect State Councillors, and undertake regional advocacy / projects as directed by the Zone.
 <b>Policy Teams / Forums / Committees</b>	Membership drawn from State Council with some independent members.	Responsible for specific functions – such as contributing to policy development, financial oversight etc. – as determined by State Council.





# Best Practice Governance Review

## 4. Alignment to Principles

# Option 1 – Two Tier Model, Existing Zones

Option 1 and its alignment to the principles

## Option 1 – Two tier model, existing Zones

	<b>Board</b> (11 members) 8 elected from Policy Council, incl. Board elected President Up to 3 independents
	<b>Policy Council</b> (25 members) 24 members plus President
	<b>Zones</b> (5 metro, 12 country)




	Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points
Representative	Composition	Meets	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> </ul>
	Size	Meets	<ul style="list-style-type: none"> <li>Board is smaller</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	Election Process	Meets	<ul style="list-style-type: none"> <li>Board to be elected from Policy Council</li> </ul>
Responsive	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are not dependent on other governing body meetings</li> </ul>
	Agility	Partial	<ul style="list-style-type: none"> <li>Board is future-proofed from external changes</li> <li>Zone structures still underpin Council</li> </ul>
	Focus	Partial	<ul style="list-style-type: none"> <li>Prioritisation and focus may be a challenge</li> </ul>
Results Oriented	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>Board would be responsible for ongoing reviews of governance body roles in consultation with members</li> </ul>



# Option 2 – Board, Regional Bodies

Option 2 and its alignment to the principles

## Option 2 – Board, Regional Bodies

	<b>Board</b> (11 members) 8 elected from Regional Bodies, incl. Board elected President Up to 3 independents
	<b>Regional Bodies</b> (4 metro, 4 country)
	<b>Policy Teams            / Forums /            Committees</b>


	Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points
Representative	Composition	Meets	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>How to establish regional body membership is a consideration</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>Board is smaller</li> <li>Number of regional bodies is a consideration</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	Election Process	Meets	<ul style="list-style-type: none"> <li>Board election from regional bodies</li> </ul>
Responsive	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are not dependent on regional body meetings</li> </ul>
	Agility	Meets	<ul style="list-style-type: none"> <li>Board and regional bodies are future proofed from external changes</li> </ul>
	Focus	Partial	<ul style="list-style-type: none"> <li>There may be challenges defining accountabilities and responsibilities of regional bodies</li> </ul>
Results Oriented	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>Board will be responsible for ongoing reviews of governing body roles in consultation with members</li> </ul>



# Option 3 – Board, Amalgamated Zones

Option 3 and its alignment to the principles

## Option 3 – Board, Amalgamated Zones

	<b>Board</b> (15 members) 12 elected from Zones, incl. Board elected President Up to 2 independents
	<b>Zones</b> (6 metro, 6 country)
	<b>Policy Teams / Forums / Committees</b>

	Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points
Representative	Composition	Partial	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>There may be composition challenges for amalgamated zones</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>Board is smaller</li> <li>Amalgamation of zones to 12 in total</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	Election Process	Meets	<ul style="list-style-type: none"> <li>Board election from zones</li> </ul>
Responsive	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are aligned to zone meetings</li> </ul>
	Agility	Meets	<ul style="list-style-type: none"> <li>Board is future proofed from external changes</li> </ul>
Results Oriented	Focus	Partial	<ul style="list-style-type: none"> <li>Prioritisation and focus may be a challenge</li> </ul>
	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>The Board would be responsible for ongoing reviews of governance body roles in consultation with members</li> </ul>



# Option 4 – Member Elected Board, Regional Groups

Option 4 and its alignment to the principles

## Option 4 – Member elected Board, Regional Groups



**Board**  
(11 members)  
8 elected via direct  
election, incl. Board  
elected President  
Up to 3 independents



**Policy Teams**  
/ Forums /  
Committees



**Regional**  
Groups




	Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points
Representative	Composition	Partial	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>Membership of regional groups dynamic and ad hoc</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>Board is smaller</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	Election Process	Meets	<ul style="list-style-type: none"> <li>Board election from a general meeting</li> </ul>
Responsive	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are not dependent on policy teams / regional group meetings</li> </ul>
	Agility	Meets	<ul style="list-style-type: none"> <li>Board is future-proofed from external changes</li> </ul>
	Focus	Partial	<ul style="list-style-type: none"> <li>Policy teams / Regional Group meetings to influence priorities</li> </ul>
Results Oriented	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>Board would be responsible for ongoing reviews of governing body roles in consultation with members</li> </ul>



# Option 5 – Current Model

Current model and its alignment to the principles

## Option 5 – Current Model

	State Council (25 members) 24 State Councillors 1 President
	Zones (5 metro, 12 country)
	Policy Teams / Forums / Committees

Principle & component		Principle alignment (Meets, partial, does not meet)	Discussion points
Representative	Composition	Meets	<ul style="list-style-type: none"><li>State Council has equal metropolitan and country membership</li></ul>
	Size	Partial	<ul style="list-style-type: none"><li>State Council will retain 25 members</li></ul>
	Diversity	Partial	<ul style="list-style-type: none"><li>No control of diversity of State Council</li></ul>
	Election Process	Meets	<ul style="list-style-type: none"><li>State Council election from zones</li></ul>
Responsive	Timely Decision Making	Partial	<ul style="list-style-type: none"><li>Meeting frequency aligned to governing body roles</li></ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"><li>State Council meetings are aligned to zone meetings</li></ul>
	Agility	Partial	<ul style="list-style-type: none"><li>State Council is not future proofed from external changes</li></ul>
	Focus	Partial	<ul style="list-style-type: none"><li>Prioritisation and focus may remain a challenge</li></ul>
Results Oriented	Value Added Decision Making	Partial	<ul style="list-style-type: none"><li>Best practice board approaches will not be adopted</li></ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"><li>State Council would continue to be responsible for ongoing reviews of governance body roles in consultation with members</li></ul>



# Best Practice Governance Review

## 5. Consultation Process and Next Steps



# WALGA Best Practice Governance Review

## Consultation Process and Next Steps

### Consultation Process

#### Council Position

Member Local Governments are asked to consider this paper and the governance model options put forward and provide a Council endorsed position to WALGA.

It is suggested that Councils endorse a preferred model (which could be the Current Model) and provide a ranking in terms of an order of preference.

Submissions to WALGA are sought by **23 December 2022**.

#### Supplementary Market Research

An independent market research company has been engaged to ascertain insights from Elected Members and Chief Executive Officers about WALGA's governance model. Qualitative interviews and a quantitative survey will be undertaken to supplement Council positions.

#### Workshops and Forums

Requests for presentations on the work undertaken by the Steering Committee and the model options, as well as facilitation of workshops and discussions will be accommodated where practicable.

### Next Steps

#### Timetable

- Consultation and engagement with Members on this paper and governance model options will be undertaken from October 2022 until 23 December 2022.
- The Steering Committee will consider the outcomes of the consultation process during January 2023.
- A Final Report with a recommended direction will be the subject of a State Council Agenda item for the March 2023 State Council meeting.

# Thank you

For more information, visit our [website](#) or contact Tim Lane,  
Manager Association and Corporate Governance, at  
[tlane@walga.asn.au](mailto:tlane@walga.asn.au) or 9213 2029.



Shire of  
**Perenjori**  
Embrace Opportunity

Shire of Perenjori – Audit Committee Meeting

# MINUTES

**Wednesday 13<sup>th</sup> April 2022**

Shire of Perenjori Council Chambers,  
56 Fowler Street, Perenjori WA, 6620

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## Council Roles

### **Advocacy:**

When Council advocates on its own behalf or on behalf of its community to another level of government /body /agency.

### **Executive/Strategic:**

The substantial direction setting and oversight role of the Council e.g. Adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.

### **Legislative:**

Includes adopting local laws, town planning schemes and policies.

### **Review:**

When Council reviews decisions made by Officers.

### **Quasi-Judicial:**

When Council determines an application/matter that directly affects a person's rights and interests. The Judicial character arises from the obligations to abide by the principles of natural justice.

Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (e.g.: under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

## Disclaimer

"Any statement, comment or decision made at a Council or Committee meeting regarding any application for an approval, consent or licence, including a resolution of approval, is not effective as an approval of any application and must not be relied upon as such.

Any person or entity that has an application before the Shire must obtain, and should only rely on, written notice of the Shire's decision and any conditions attaching to the decision and cannot treat as an approval anything said or done at a Council or Committee meeting.

Any advice provided by an employee of the Shire on the operation of a written law, or the performance of a function by the Shire, is provided in the capacity of an employee, and to the best of that person's knowledge and ability. It does not constitute, and should not be relied upon, as a legal advice or representation by the Shire. Any advice on a matter of law, or anything sought to be relied upon as a representation by the Shire should be sought in writing and should make clear the purpose of the request."

## Shire of Perenjori

Minutes for the Shire of Perenjori Audit Committee Meeting held on Wednesday 13<sup>th</sup> April 2022, at the Shire of Perenjori Council Chambers, 56 Fowler Street, Perenjori WA, 6620, at 12.30 pm.

### 1. Declaration of Opening/Announcement of Visitors:

The Shire President declared the meeting open at 12.34 pm and welcomed those in attendance.

### 2. Record of Attendance/Apologies/Leave of Absence:

#### 2.1 Attendance:

Members:

Cr C King (Shire President)  
Cr J Sutherland (Deputy President)  
Cr D Bradford  
Cr C Bryant  
Cr A Fraser  
Cr D Sparkman

Staff:

Paul Anderson - CEO  
Nola Comerford-Smith - MCCA  
Hannah Roberts – EA

Visitors:

Michael Fay - Pitcher Partners  
Daniel Fu – Pitcher Partners  
Steven - Office Auditor General

Members of The Public:

Nil

Leave of Absence:

Nil

Apologies:

Cr L Hepworth

### 3. Confirmation of Minutes of Previous Meetings:

#### 3.1 AUDIT COMMITTEE MEETING HELD ON 17<sup>TH</sup> MARCH 2022

##### COUNCIL DECISION

**Council Resolution Number: 130422.1**

**Moved: Cr C Bryant**

**Seconded: Cr J Sutherland**

**That the Minutes of the Audit Committee Meeting held on 17<sup>th</sup> March 2022, presented in attachment 3.1, be confirmed as true and correct subject to no corrections.**

**Motion put and carried 6/0**

### 4. Declaration of Interest:

“Members should fill in Disclosure of Interest forms for items in which they have a financial, proximity or impartiality interest and forward these to the Presiding Member before the meeting commences.”

## 5. Reports:

### 5.1 ACCEPTANCE AND ADOPTION OF ANNUAL REPORT – 2020/2021

<b>Applicant:</b>	Shire of Perenjori
<b>File:</b>	ADM 0339
<b>Date:</b>	6 <sup>th</sup> April 2022
<b>Disclosure of Interest:</b>	Nil
<b>Voting Requirements:</b>	Absolute Majority
<b>Author:</b>	Domenica Curtin – Admin Officer
<b>Responsible Officer:</b>	Paul Anderson - Chief Executive Officer
<b>Attachments:</b>	5.1 - Annual Report Document 2020/2021

#### Summary

The 2020/2021 Annual Report is attached for Council adoption.

#### Background

An Annual Report is required to be produced every year after the audit has been completed and upon receipt of the Audit Report.

The Annual Report is prepared in accordance with Section 5.53 of the Local Government Act, 1995 and includes;

- a) Report from the Shire President;
- b) Report from the CEO;
- c) The Annual Financial Report;
- d) The Auditors Report;
- e) Disability Report;
- f) Complaints Report;
- g) Information on Payments to Employees;
- h) Information on Statistics and other Payments (in relation to Councillors);
- i) An overview of the plan for the future of the district made in accordance with section 5.56, including major initiatives that are proposed to commence or continue in the next financial year;
- j) Freedom of Information Act 1992 – Information as required;
- k) State Records Act 2000 – Information in relation to record keeping systems;
- l) National Competition Policy Report

Advice has been received from the Financial Auditors advising the Auditors Report has now been finalised.

#### Statutory Environment

Local Government Act, 1995.

*Section 5.27(1) states:*

A general meeting of electors of a district is to be held once every financial year.

*Section 5.27(2)*

A General meeting is to be held on a day selected by the Local Government but not more than 56 days after the Local Government accepts the Annual Report for the previous financial year.

*Section 5.29(1)*

The CEO is to convene an electors' meeting by giving –

- (a) at least 14-days local public notice; and
- (b) each council member at least 14-days' notice of the date, time, place and purpose of the meeting.

*Acceptance of annual reports 5.54.*

- (1) Subject to subsection (2), the annual report for a financial year is to be accepted by the local government no later than 31 December after that financial year.



- (2) If the auditor's report is not available in time for the annual report for a financial year to be accepted by 31 December after that financial year, the annual report is to be accepted by the local government no later than 2 months after the auditor's report becomes available.

*Notice of annual reports 5.55.*

The CEO is to give local public notice of the availability of the annual report as soon as practicable after the report has been accepted by the local government.

#### **Policy Implications**

Nil

#### **Consultation**

Chief Executive Officer - Mr Paul Anderson  
MCCS - Nola Comerford Smith  
Accountant – Deb Barndon

#### **Financial Implications**

Nil

#### **Strategic Community Plan**

*Area 5 Investing in Councils Capacity – Our Leadership.*

*Goal:* Strengthen the Shire's position as an innovative, independent local government providing excellence in all areas of governance, management and leadership.

#### **Officer Comment**

The annual report provides the opportunity for the Shire to summarise for the community the achievements of the Local Government and provide for the community the outcome of the annual audit.

#### **COMMITTEE DECISION**

**Council Resolution Number: 130422.2**

**Moved: Cr D Bradford**

**Seconded: Cr C Bryant**

**That Council:**

- 1. Adopt the 2020/2021 Annual Report, containing the Annual Financial Report and the Auditors Report, for the financial year ending 30 June 2021;**
- 2. Accept the 2020/2021 Annual Report containing the Annual Financial Report and Auditors Report;**
- 3. Confirm the date for the Annual Electors Meeting for Tuesday 31<sup>st</sup> May 2022, at 4.00pm in Latham and authorise the statutory advertising.**

**Motion put and carried 6/0**



## 5.2 AUDIT FOR THE YEAR ENDING 30 JUNE 2021 – OFFICE OF THE AUDITOR GENERAL

<b>Applicant:</b>	Shire of Perenjori
<b>File:</b>	ADM 0357
<b>Date:</b>	7 <sup>th</sup> April 2022
<b>Disclosure of Interest:</b>	Nil
<b>Voting Requirements:</b>	Absolute Majority
<b>Author:</b>	Paul Anderson - Chief Executive Officer
<b>Responsible Officer:</b>	Paul Anderson - Chief Executive Officer
<b>Attachments:</b>	5.2 (a) – Audit Closing Report for year ending 30 June 2021 5.2 (b) – Independent Auditor's Report 2021 - Opinion

### Executive Summary

This report presents the Auditors reports for the 2020/21 financial year.

### Background

Audits are conducted annually and are presented to the Audit Committee prior to consideration by Council. The Audit Committee plays an important role in advising Council on the conduct of the audit to ensure the proper financial management of the organisation.

The administration has the opportunity to highlight any corrective action proposed to be taken to address any identified shortcomings, with the requirement to report to the Audit Committee with a recommendation to Council to acknowledge the report and the action taken to correct the matters raised and report to the Auditor General the actions implemented.

### Statutory Environment

Local Government Act 1995

7.12A. Duties of local government with respect to audits

- (4) A local government must —
  - (a) prepare a report addressing any matters identified as significant by the auditor in the audit report, and stating what action the local government has taken or intends to take with respect to each of those matters; and
  - (b) give a copy of that report to the Minister within 3 months after the audit report is received by the local government.

### Legal Compliance

Nil

### Consultation

Senior Management and Financial staff  
Shire President  
Department of Local Government  
Pitcher Partners (Council's Auditors)  
Auditor General's Office

### Financial Implications

Funding implications for future budgets.

### Strategic Community Plan

Area 5: Investing in Councils Capacity – Our Leadership

*Goal: Strengthen the Shire's position as an innovative, independent local Government providing excellence in all areas of governance, management, and leadership*

### Officer Comment

The Ratings in the Auditor's Management Letter are based on the audit team's assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken. They consider these potential adverse outcomes in the context of both quantitative impact (*for example financial loss*) and qualitative impact (*for example inefficiency, non-compliance, poor service to the public or loss of public confidence*).

The Audit has been completed and the findings identified in the management letter includes 11 identified issues, with 3 being considered by the Auditor to be significant and 11 being considered moderate, in addition, a significantly adverse trend was reported in Council's Operating Surplus Ratio.

The Auditor General's Report on the Audit on the annual financial report (copy attached) highlights a number of issues that have been identified in the management letter.

The manner in which the administration plans to address the issues raised in the Auditor General's report and Auditors management letter are detailed below.

INDEX OF FINDINGS	RATING		
	Significant	Moderate	Minor
Matters identified during the current year			
1. Lack of formal risk register		✓	
2. Rates reconciliation not reviewed		✓	
3. Lack of approval of transfers between reserve funds		✓	
4. Leave loading not included in annual leave provision		✓	
5. Unsigned loan agreement		✓	
Matters outstanding from prior year			
6. Non-Compliance with Local Government Regulations	✓		
7. Purchasing and payment procedures	✓		
8. IT General Controls	✓		
9. Reconciliation of Fixed Asset Register		✓	
10. Bank reconciliations not prepared		✓	
11. Journal entries – insufficient description		✓	

#### KEY TO RATINGS

The Ratings in this management letter are based on the audit team's assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken. We give consideration to these potential adverse outcomes in the context of both quantitative impact (for example financial loss) and qualitative impact (for example inefficiency, non-compliance, poor service to the public or loss of public confidence).

- Significant - Those findings where there is potentially a significant risk to the entity should the finding not be addressed by the entity promptly. A significant rating may be reported as a matter of non-compliance in the current year, or in a subsequent reporting period if not addressed. However even if the issue is not likely to impact the audit opinion, it should be addressed promptly.
- Moderate - Those findings which are of sufficient concern to warrant action being taken by the entity as soon as practicable.
- Minor - Those findings that are not of primary concern but still warrant action being taken.

## 1. Lack of formal risk register

### Finding

We observed that the Shire does not have a formal risk register within the governance framework. A formal risk register identifies the risks (both financial and operational) that the Shire is exposed to and allows those charged with governance to identify mitigating controls and actions to limit the impact of those risks.

**Rating:** *Moderate*

### Implication

A lack of formal risk register increases the likelihood that risks are not identified on a timely basis resulting in financial loss to the Shire.

### Recommendation

The Shire should develop a formal risk register that identifies all key risks to the Shire and an assessment of mitigating controls that will reduce the likelihood of financial loss.

### Management Comment

*Funding will be included in the 2022/23 budget to undertake this requirement.*

**Responsible Person:** Chief Executive Officer

**Completion Date:** 30 June 2023

## 2. Rates reconciliation not reviewed

### Finding

The end of year rates reconciliation was not reviewed and authorised.

**Rating:** *Moderate*

### Implication

A lack of formal process for an appropriate person independent of the preparation to review and authorise the end of year rates reconciliation increases the risk of errors not being identified and addressed on a timely basis, resulting in an increased risk of misstatement to the financial statements.

### Recommendation

An appropriate person independent of the preparation should review and approve the end of year rates reconciliation.

### Management Comment

*The end of year rates reconciliation will be reviewed by the Manager Corporate and Community Services and verified by the Chief Executive Officer to address this issue.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 30 June 2023

## 3. Lack of approval of transfers between reserve funds

### Finding

We observed that transfers between the reserve funds have been processed without approval from the CEO.

**Rating:** *Moderate*

**Implication**

The reserves funds are cash backed by restricted cash. A lack of formal approval process for the transfer of funds increases the potential for reserve funding to be misallocated. This has an impact on the accuracy and the effectiveness of the budget review and also could result in misstatement to the financial statements.

**Recommendation**

A formal approval process for transfers between the reserve funds should be implemented.

**Management Comment**

*A formal process to ensure compliance with the CEO or their approved delegate as final approval will be instigated.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 30 September 2022

**4. Leave loading not included in annual leave provision****Finding**

Audit procedures noted that the initial annual leave provision schedule did not include leave loading which is 17.5% of the base salary and the oncost which is 14% (10% superannuation and 4% workers compensation). This was subsequently adjusted by the Shire.

**Rating:** *Moderate*

**Implication**

Provisions for employee benefits should be based on the expected cost to an entity. Employees are entitled to the leave loading and the oncost component, therefore excluding those adjustments from the calculation results in potential material misstatement to the financial statements.

**Recommendation**

Leave loading and oncost adjustments should be included in the provision calculation.

**Management Comment**

*An audit of all employees leave provisions including annual leave will be undertaken to ensure compliance and full liability of leave costs are represented in the financial statements.*

**Responsible Person:** Manager Corporate and Community services/Finance Officer

**Completion Date:** 30 November 2022

**5. Unsigned loan agreement****Finding**

We observed that the WA Treasury Corporation loan agreement had not been signed by both parties.

**Rating:** *Moderate*

**Implication**

Unsigned legal agreements increase the risk that either party cannot be contractually held to the terms of the agreement. This may result in financial loss to the Shire or misstatement to the financial statements.

**Recommendation**

All legal agreements should be formally approved by both parties to ensure that they are accurate and legally enforceable.

## Management Comment

*All legal agreements will be verified to ensure all documents have been signed correctly.  
A review of the record keeping practises will also be undertaken to ensure all legal documents and signed documentation is captured correctly and in accordance with the councils Record Keeping Plan.*

**Responsible Person:** Chief executive officer

**Completion Date:** 31 December 2022

## Matters outstanding from prior year audit

### 1. Non-compliance with Local Government Regulations

#### Finding 2019

We note the following instances of non-compliance with the *Local Government (Financial Management) Regulations 1996*:

- Regulation 33 of the *Local Government (Financial Management) Regulations 1996*, a copy of the annual budget of a local government is to be submitted to the Departmental CEO within 30 days of its adoption by the local government. At the time of the interim audit, the Shire could not provide evidence it had submitted the 2018/2019 budget to the Departmental CEO.
- Regulation 51(2) of the *Local Government (Financial Management) Regulations 1996*, a copy of the annual financial report of a local government is to be submitted to the Departmental CEO within 30 days of the receipt by the local government's CEO of the auditor's report on that financial report. We noted the signed audit report contained within the 2017/2018 annual financial report was dated 10 December 2018 however the annual financial report was not submitted to the Departmental CEO until 22 February 2019.

#### Status 2020

We note the following instances of non-compliance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*:

- Regulation 5(2) of the *Local Government (Financial Management) Regulations 1996* requires Financial Management Systems to be reviewed every three years. We noted that the Shire's Financial Management Systems Review was last completed on 10 August 2016.
- Regulation 51(2) of the *Local Government (Financial Management) Regulations 1996*, a copy of the annual financial report of the local government was not submitted to the Departmental CEO within 30 days of receipt by the local government's CEO of the auditor's report on that financial report. The signed audit report contained within the 2018/2019 annual financial report was dated 11 February 2020 and the annual financial report was not submitted to the Departmental CEO until 26 March 2020.
- Regulation 17 of the *Local Government (Audit) Regulations 1996* requires a Regulation 17 Review be conducted by the CEO every three years. We noted that the Shire's Regulation 17 Review was last completed on 17 October 2016.
- Section 5.75 of the *Local Government Act 1995* requires that a relevant person other than the CEO must lodge with the CEO a primary return in the prescribed form within three months of the start date. We noted a relevant person (designated employee) who started on the 25 March 2019 only lodged their primary return on 4 October 2019.
- Section 5.76 of the *Local Government Act 1995* requires that each year a relevant person other than the CEO must lodge with the CEO an annual return in the prescribed form by 31 August of that year. We noted a relevant person (designated employee) did not lodge their 2018/2019 annual return until 30 March 2020.
- Section 5.89A(6) of the *Local Government Act 1995* requires that as soon as practicable after the person ceases to be a person who is required under section 5.87A or 5.87B to make a disclosure, the CEO is to remove all records relating to that person. We noted that two former persons were still listed on the Gifts Register that is published on the Shire's website.

### Update 2021

As self-reported by the Shire, the following instances of non-compliance with the *Local Government (Financial Management) Regulations 1996* and *Local Government (Audit) Regulations 1996* were identified:

- The *Local Government (Financial Management) Regulations 1996* paragraph 5(2)(c) requires the CEO to undertake a review of the appropriateness and effectiveness of the financial management systems and procedures no less than every three financial years. We note that the last Financial Management Review took place in 2017.
- We noted that within the last three years the Shire has not performed a review of the appropriateness and effectiveness of systems and procedures in relation to risk management, internal controls, and legislative compliance. This is required under Regulation 17 of the *Local Government (Audit) Regulations 1996*.

**Rating:** *Significant (2020: Significant)*

### Implication

- Non-compliance with Regulation 5(2)(c) of the *Local Government (Financial Management) Regulations 1996*
- Non-compliance with Regulation 17 of the *Local Government (Audit) Regulations 1996*

### Recommendation

- A review of the appropriateness and effectiveness of the Shire's financial management systems and procedures should be undertaken at least every three years.
- A review the appropriateness and effectiveness of the Shire's systems and procedures in relation to risk management, internal control and legislative compliance should be undertaken at least every three years.

### Management Comment:

*Funding will be included in the 2022/23 budget to enable a review in accordance with regulation 5(2)(c) of the financial management regulations.*

**Responsible Person:** Chief executive officer/Manager Corporate and Community Services

**Completion Date:** 31 March 2023

## 2. Purchasing and payment procedures

### Finding 2018

The Shire's purchasing policy requires two or three written quotations be obtained for purchases, depending on the respective purchasing threshold. During our controls testing, instances were noted where the requisite number of quotations had not been attached to the purchase order, copies of the respective quotations only being provided after our audit enquiry.

This matter was raised as moderate in the 2018 interim audit management letter.

### Finding 2019

During our procurement testing, our audit sample identified 11 instances where there was insufficient documentation to indicate that the requisite number of quotations had either been obtained or, in some cases, not attached to the payment record.

In addition to the above, the following exceptions were noted whilst conducting our procurement and payments testing:

- Delegated purchase approval limits are not documented and could only be confirmed verbally during our interim audit.
- One purchase order had not been approved.
- One creditor EFT payment batch listing could not be located.

- Two creditor EFT payment batch listings were only signed by one authority: and
- Four creditor EFT payment batch listings had not been approved at all.

This matter was raised as significant in the 2019 interim audit management letter.

#### **Status 2020**

During our procurement testing, we identified five instances out of our sample of 22 where there was insufficient documentation to indicate that the requisite number of quotations had either been obtained or, in some cases, not attached to the payment record.

In addition to the above, the following exceptions were noted whilst conducting our procurement and payments testing:

- 2 instances where the purchase order was raised after the invoice was issued: and
- 12 instances where the creditor EFT payment batch listings were not signed by two authorities.

#### **2021 Update**

The documented purchasing policy was not adhered to in the following areas:

- For 12 out of 27 transactions tested, the Shire did not obtain the required number of quotations prior to approval of purchase.
- For 3 out of 27 transactions tested, a purchase order was not raised prior to approval of purchase.
- For 7 out of 27 transactions tested, invoices were authorised by an officer without the requisite delegated approval limit. In addition, 3 invoices are not signed as approved.
- For 7 out of 27 transactions tested, the payment release form had not been approved.

**Rating:** *Significant (2020: Significant)*

#### **Implication**

The Shire has not adhered to the purchasing policy and the *Local Government (Financial Management) Regulations 1996*. There is an increased risk of favouritism of suppliers, not obtaining value for money and unauthorised goods/services may be purchased. This increases the risk of financial loss to the Shire.

#### **Recommendation**

We recommend Shire staff are reminded to follow the procurement policies and practices with respect to purchasing and payments and that there is adequate monitoring for compliance in this area.

#### **Management Comment**

- 1. Employees will be reminded to follow the purchasing policy.*
- 2. The purchasing policy will be reviewed to ensure that compliance with the policy is not an impediment to operations and compliance.*

**Responsible Person:** Chief Executive Officer/Manager Corporate and Community Services

**Completion Date:** 1. 31 July 2022  
2. 31 December 2022

### **3. IT General Controls**

#### **Finding 2020**

Based on our review of the Synergy Soft user access levels, we identified 9 accounts with “Superuser” accounts that are 6 potentially dormant; and 3 employees granted with “Superuser” access, which appears to be excessive.

#### **Update 2021**

We identified 9 out of 39 user IDs within Synergy Soft that were generic and had significant user access rights. This presents accountability issues as transactions posted or authorized cannot be traced back to specific users, especially if access to the passwords of the generic user IDs is not well controlled.

Management also failed to provide a password policy for employees gaining access to Synergy Soft. This further increases the risk of unauthorized access to the system.

**Rating:** *Significant (2020: Moderate)*

**Implication**

Inappropriate access to Synergy resulting from lack of accountability presented by generic user IDs could result in material fraud or errors.

**Recommendation**

Regular and formal user access reviews for all user IDs within Synergy should be performed. The results should be reported to the CEO and a formal action plan on the outcomes of user access reviews implemented.

**Management Comment**

*An audit of the synergy access will be undertaken, and appropriate access control systems will be initiated that clearly show an audit trail and accountability of users.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 30 September 2022

#### **4. Reconciliation of Fixed Assets Register**

**Finding 2019**

At the time of the interim audit, the fixed asset register had not been updated since August 2018 and had not been reconciled to the general ledger since the previous financial year. The Shire had also not given formal consideration of the effect of Regulation 17A(5) of the *Local Government (Financial Management) Regulations 1996* whereby effective 1 July 2018 assets with a value below \$5,000 at the time of acquisition are to be expensed at the time of purchase.

In addition, we noted repairs and maintenance costs of \$32,732 had been recorded as capital expenditure in the general ledger.

This finding was rated as significant in the 2019 interim audit management letter.

**Finding 2020**

We noted the Shire has not performed a monthly reconciliation between the fixed asset register and the general ledger during the current financial year.

In addition, we were informed the infrastructure and buildings additions are not recorded until the end of the financial year.

**Update 2021**

The fixed asset register reconciliation performed as at the year-end had no evidence of review and approval. Furthermore, some building assets were found to have been over-depreciated as the useful life input into the accounting system was less than the stated accounting policy per the financial statements. The buildings depreciation was found to be overstated by \$88,110, which was subsequently adjusted by management in the financial statements.

**Rating:** *Moderate (2020: Moderate)*

**Implication**

An unapproved reconciliation increases the risk of variances not being appropriately addressed on a timely basis resulting in potential misstatements to the financial statements.

Over-depreciation of assets may result in a material misstatement to the financial statements.



### **Recommendation**

Management should ensure that an appropriate reconciliation is performed on a timely basis with all variances addressed and the reconciliation reviewed and approved by an appropriate person. Useful lives of all fixed assets should be reviewed on an annual basis to ensure they are appropriate and in line with accounting policies.

### **Management Comment**

*A review of the asset register will be undertaken, and a reconciliation process will be instigated to ensure compliance. Funding will be included in the 2022/23 budget to enable a full review of the depreciation schedules and useful lives of assets to ensure correct depreciation is being recorded.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 31 December 2022

## **5. Bank reconciliations not prepared**

### **Finding 2018**

Bank reconciliations are an essential control in managing the accuracy and completeness of the Shire's accounting records and financial statements. Bank reconciliations are also a key aspect of internal controls over cash resources.

During our review of bank reconciliations, the following exceptions were noted:

- Municipal bank account reconciliations for the period July 2017 – March 2018 had not been consistently reviewed independently by management.
- The Municipal bank account reconciliations for the months of August 2017, December 2017 and March 2018 had not been filed.
- The Municipal bank account reconciliation for July 2017 did not contain the supporting schedules for identified reconciling items.
- The Municipal bank reconciliations for the month of September 2017 reflected an unreconciled difference of \$863.13.
- The Municipal bank reconciliation for November 2017 showed manual alterations, which were not annotated to describe the nature of the alterations.
- The Municipal bank reconciliations were, in certain instances, not prepared on a timely basis. For example, the reconciliation for January 2018 was signed-off by the preparer on 2 March 2018; and
- The files containing reconciliations for the Trust and Reserve accounts could not be located at the time of the interim audit. As at 31 March 2018 the Trust account balance amounted to \$6,173.23 and the aggregate of Reserve accounts amounted to \$2,097,240.42.

This matter was rated as significant in the 2018 interim audit management letter.

### **Finding 2019**

During the review of controls over month-end reconciliations, we noted:

- The last reconciliation of the Trust bank account had been prepared as at 31 July 2018;
- The formal reconciliation of investment balances had not been prepared since the previous financial year; and
- The reconciliation of the Municipal bank account contained long-outstanding items.

This matter was rated as significant in the 2019 interim audit management letter.

### **Finding 2020**

During the review of controls over month-end reconciliations, we noted formal reconciliation of investment balances had not been prepared since the previous financial year.

#### **Update 2021**

We observed that no bank reconciliation was prepared for the reserve funds bank account and the term deposit bank account throughout the financial year including at year-end. All bank balances were confirmed at year end with no exceptions noted.

**Rating:** *Moderate (2020: Moderate)*

#### **Implication**

A lack of formal process regarding cash balance reconciliations performed as part of the month end financial statements close process results in a lack of audit trail and an increased risk that potential errors or fraud are not being identified on a timely basis.

#### **Recommendation**

A reconciliation should be prepared and reviewed monthly for all bank accounts.

#### **Management Comment**

*A Monthly reconciliation process of all bank accounts will be instigated.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 31 May 2022

### **6. Journal entries – insufficient description**

#### **Finding 2019**

We noted two general journals tested during our interim audit did not document evidence of independent review. We also noted that a journal raised in February 2019 had been back dated to September 2018 when processed in the general ledger.

#### **Finding 2020**

While we noted general journals are signed by both the preparer and independent reviewer during our interim audit testing, the Shire could not provide documentation to support the reason for the general journal posted.

#### **Update 2021**

4 accounting journal entries tested did not have journal descriptions within synergy. In addition, the journal entries had no detail describing the preparer or the authoriser of the journal. Ultimately from the testing performed however we were able to gain sufficient evidence that they were valid journals.

**Rating:** *Moderate (2020: Moderate)*

#### **Implication**

Accounting journals can represent significant adjustments to previously approved accounting transactions and should therefore be supported by adequate explanations and proper approval by an independent officer.

#### **Recommendation**

Accounting journals should be appropriately documented by the preparer before being submitted for approval.

#### **Management Comment**

*The journal recording and approval process will be improved in line with the recommendation and adequate documentation will be included to support transactions with a proper audit trail of the process.*

**Responsible Person:** Manager Corporate and Community Services

**Completion Date:** 31 May 2022

It is recommended that the Audit Committee recommend to Council that the Chief Executive Officer provide a copy of the Audit Committee meeting minutes to the Minister for Local Government and the Auditor General once the actions as noted have been endorsed and the Committee meeting minutes are received at a future Council meeting.

**Voting Requirements: Absolute Majority**

Change to Officer Recommendation

No Change. OR:

As per Local Government (Administration) Regulations 1996 11(da) Council records the following reasons for amending the Officer Recommended Resolution:

**COMMITTEE DECISION**

**Council Resolution Number: 130422.3**

**Moved: Cr A Fraser**

**Seconded: Cr C Bryant**

**That the Audit Committee recommends that Council:**

- 1. Accepts the Auditor's Financial Report for the financial year ending 30 June 2021.**
- 2. Notes the findings identified in the Auditor's Management Letter and the Officers responses to the issues raised and allocates funding in the 2022/23 budget to address the significant issues.**
- 3. Notes the opinions expressed in the Independent Auditor's Report and the Officers responses to the issues raised.**
- 4. Notes the operating surplus ratio has been below the Department of Local government, Sport and Cultural Industries standard for the last three financial years is not meeting the standard.**
- 5. Will continue to monitor the ratio and consider options to close the gap as part of its continuing financial management effort.**
- 6. That a copy of the finalised Audit Committee Minutes be presented to the Minister and Auditor General.**

**Motion put and carried 6/0 by absolute majority**

## 6. Closure of Meeting:

The Shire President declared the meeting closed at 1.48 pm and thanked those in attendance.

*I certify that this copy of the Minutes is a true and correct record of the meeting held on 13<sup>th</sup> April 2022.*

*Signed:* \_\_\_\_\_

*Cr Chris King – Presiding Officer*

*Date:* \_\_\_\_\_