



**AGENDA ATTACHMENTS FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON**

Wednesday 20 June 2018



10 April 2018

Martin Whitely
CEO
Shire of Mingenew
PO Box 120
Mingenew, WA 6522

Dear Mr Whitely,

Expired Rail Corridor Leases

I am contacting you regarding two historic leases over rail corridor land that have been held by the Shire of Mingenew and the Public Transport Authority (PTA).

As you are aware, Arc Infrastructure Pty Ltd (Arc), previously Brookfield Rail Pty Ltd, is the manager of the Rail Freight Network in Western Australia under a long term lease from the State Government. As part of our management of the network, we are also the licensee of all the rail corridor land adjoining the rail freight tracks.

The Shire of Mingenew has the following historic leases;

1. an area of 32 sq m on Yandanooka North East Road, Yandanooka for storage purposes; and
2. an area of 121 sq m on Yandanooka North East Road, Yandanooka for community purposes;

The leases expired respectively on 30/06/2007 and 31/03/2004 but have been held over by the PTA. Given the leases are over rail corridor land managed by Arc, the PTA has asked Arc to enter into licences with the Shire of Mingenew so that the land use is permitted and reflected correctly.

I attach a diagram of the plan of the lease areas which have been provided to us by the PTA.

Please confirm the following:

1. Each parcel of land is still used and required by the Shire of Mingenew
2. The purpose for each parcel of land
3. The lease areas indicated on the diagrams are accurate

It would be appreciated if you would provide this information within the next 4 weeks. If the Shire of Mingenew still wishes to occupy the land, Arc will prepare a draft Licence to Occupy for the Shire's use.

All licences of a non-community purpose nature are subject to the approval of the PTA. There is a process under which your occupation of the land could be considered and a Licence to Occupy issued. Whilst Arc cannot guarantee that it can give you a licence to occupy the area, we see no reason why the PTA would not approve the use, assuming it is still being used for the purposes stated in the original lease.

There is likely to be a small charge for preparation of the Licence to Occupy and a small annual fee, as well as the requirement to meet any rates, taxes or levies assessed against the property if you wish to continue to use the area.

In some circumstances, if the land is being used for a community purpose, Arc may consider entering into a community partnership or sponsorship arrangement. These are considered on a case by case basis.

Should you have any questions or wish to discuss this in further detail, please don't hesitate to get in contact with me at jan.macpherson@arcinfra.com or Rebecca Keating on 0439 277 980 or rebecca.keating@arcinfra.com.

I look forward to working with you to finalise land use arrangements that will deliver on the needs of the Shire of Mingenew and still meet our obligations to the State Government.

Yours sincerely,



Jan Macpherson

General Counsel



Licence to Use and Occupy Corridor Land

[INSERT CUSTOMER NAME]

Arc Infrastructure Pty Ltd
ABN 42 094 721 301

[INSERT LICENSEE'S NAME]
ABN **[INSERT LICENSEE'S ABN]**

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Licence to Use Corridor Land and Railway Infrastructure

Date ►

Between the parties

Arc
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
Of Level 3, 1 George Wiencke Drive Perth Airport, WA, 6105

Licensee
[INSERT NAME OF LICENSEE]
ABN [INSERT LICENSEE'S ABN]
of [INSERT LICENSEE'S ADDRESS]

- Background
- 1 Arc acts as agent of the Network Lessee in relation to the Network Lessee's rights under the Government Lease concerning the Corridor Land and Railway Infrastructure.
 - 2 The Government Lease grants Arc a right to use and occupy the Corridor Land and a right of quiet enjoyment and use of the Railway Infrastructure for permitted uses and permits the Network Lessee to grant certain rights of use and occupation in respect of the Corridor Land and Railway Infrastructure for permitted uses, including to Local Governments for Civic Purposes.
 - 3 Arc manages, and is responsible for rail safety in respect of, the Corridor Land and Railway Infrastructure and is an accredited rail transport operator under the Rail Safety National Law.
 - 4 At the Licensee's request, Arc has agreed (as agent of the Network Lessee) to grant the right to use and occupy the Licensed Area to the Licensee on the terms and conditions set out in this Agreement.
 - 5 The Licensee is a Local Government and the Permitted Use of the Licensed Area is for Civic Purposes.

Commented [JM1]: Only use where Licensee is a shire

The parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Act** means the *Rail Freight System Act 2000 (WA)*.
- (2) **Agreement** means this document, including any schedule or annexure to it.
- (3) **Authorisation** means any authorisation, consent, approval, resolution, licence, exemption, filing, lodgement, registration, notification, recording, certificate, rating, reporting, permission, authority or right to do something:
 - (a) from, by or with any Government Agency, whether granted following positive action by the Government Agency or arising following the expiry of a period of time without intervention or action by a Government Agency; or
 - (b) in relation to anything which will be fully or partly prohibited or restricted by Law if a Government Agency intervenes or acts in any way within a specified period, the expiry of that period without intervention or action,
required under an Environmental Law or otherwise.
- (4) **Arc Indemnified Parties** means:
 - (a) Arc and its Personnel; and
 - (b) each Related Body Corporate of Arc and their Personnel.
- (5) **Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.
- (6) **Civic Purposes** means any purpose, other than a predominant purpose of deriving income or profits, that the Minister considers to be beneficial to the public or a section of the public of Western Australia.
- (7) **Claim** means any claim, demand, action or proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or any other basis.
- (8) **Commencement Date** means the date specified in Item 1 of Schedule 1.
- (9) **Condition Report** means a report agreed by the parties which notes the general condition of the Licensed Area, any Railway Infrastructure and any buildings or structures on the Licensed Area including fittings and fixtures.
- (10) **Confidential Information** means in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:
 - (a) is by its nature confidential;
 - (b) stated in this Agreement to be confidential;

- (c) is designated by the disclosing party as being confidential; or
 - (d) the receiving party knows or ought to know is confidential,
- but excludes information which:
- (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;
 - (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
 - (g) has been independently developed or acquired by the receiving party.
- (11) **Consequential Loss** means any indirect or consequential loss, including any loss of or damage to any product, loss of contract, loss of profit, economic loss (except to the limited extent set out below in this definition), loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, loss of revenue, any port, shipping or demurrage costs or fees, or any special, indirect or consequential loss or damage (except to the limited extent set out below in this definition), howsoever arising and whether in any action in contract, tort (including negligence), in equity, product liability, under statute or any other basis but does not include:
- (a) in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims;
 - (b) the Licensee's liability to pay Arc any amount expressly provided for in this Agreement; or
 - (c) any loss, damage or cost arising out of or in connection with fraud or Wilful Default.
- (12) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (13) **Corridor Land** means land designated as corridor land under Part 3 of the *Rail Freight System Act 2000* (WA).
- (14) **Default Rate** means, at a relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 5% per annum.
- (15) **Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.
- (16) **Environmental Condition** means any Environmental Damage or any event, circumstance, condition, operation or activity which is reasonably foreseeable to be likely to result in Environmental Damage and which in Arc's opinion (acting reasonably) could result in Arc or any other person incurring any material liability or being subjected to a direction of any competent authority.
- (17) **Environmental Damage** means any material injury or damage to persons, living organisms or property or any material pollution or impairment of the environment (including any land, air or water) resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

- (18) **Environmental Law** means any Law, notice, decree, order or directive of any authority or otherwise, relating to the environment (as the term environment is defined in the *Environmental Protection Act 1986 (WA)*) or the enforcement or administration of any of those Laws, notices, decrees, orders or directives of any authority or otherwise, and includes:
- (a) the Environmental Protection Act 1986 (WA); and
 - (b) any regulations or orders made under the *Environmental Protection Act 1986 (WA)*.
- (19) **Expiry Date** means 24.00 hrs on the last day of the Term.
- (20) **Fences** means the fences specified in **Error! Reference source not found.** of Schedule 1.
- (21) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.
- (22) **Government Lease** means, as the context requires, the:
- (a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties; or
 - (b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties.
- (23) **GST** means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
- (24) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation.
- (25) **Insolvency Event** means the occurrence of any of the following events in relation to a party:
- (a) a judgment in an amount exceeding \$1,000,000 is obtained against the party, or any distress, attachment, execution in an amount exceeding \$1,000,000 is issued against, levied or enforced on any of the party's assets, and is not set aside or satisfied within 14 days or appealed against within the period permitted by the rules of the relevant court;
 - (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act;
 - (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;
 - (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;

- (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within 14 days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
 - (f) the party is deregistered or any steps are taken to deregister the party under the Corporations Act;
 - (g) the party ceases to carry on business; or
 - (h) anything analogous or having a substantially similar effect to any of the events described above happens in connection with that party.
- (26) **Law** means:
- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
 - (b) legislation of any other jurisdiction with which the relevant party must comply;
 - (c) any law or legal requirement at common law or in equity;
 - (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
 - (e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.
- (27) **Liability** means:
- (a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and
 - (b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,
- and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.
- (28) **Licensed Area** means the area specified in Schedule 1 Item 1 of Schedule 1 including any Railway Infrastructure on that part of the Corridor Land.
- (29) **Licensee's Property** means any buildings or other improvements erected on the Licensed Area by the Licensee and any plant or equipment, fixtures or fittings, materials or other property which the Licensee affixes to or brings on to the Licensed Area, including all product the Licensee brings or causes to be on the Licensed Area.
- (30) **Local Government** means a local government established under the *Local Government Act 1995*.
- (31) **Month** means a calendar month.
- (32) **Network** means that part of the railway network and associated infrastructure in Western Australia under the ownership or control of Arc or its Related Bodies

Corporate and any other railway network and associated infrastructure controlled by Arc and notified to the Licensee from time to time.

- (33) **Network Lessee** means:
- (a) Brookfield StandardGauge Pty Ltd ABN 35 094 819 360; or
 - (b) Brookfield NarrowGauge Pty Ltd ABN 73 094 736 900,
- as the context requires.
- (34) **Operational Change** means:
- (a) Operation of double-stacked container trains;
 - (b) Construction of additional railway tracks;
 - (c) Future rolling stock outlines; or
 - (d) Other operational needs.
- (35) **Permitted Use** means the use specified in Item 4 of Schedule 1.
- (36) **Personnel** means the directors, officers, employees, agents, contractors and licensees of a party.
- (37) **Railway Infrastructure** means facilities used in connection with the operation of a railway including:
- (a) railway track, ballast, sleepers, associated track structures, over or under track structures, supports (including supports for equipment or items associated with the use of a railway);
 - (b) tunnels, bridges, viaducts, culverts, pipes, conduits and drains;
 - (c) stations and platforms;
 - (d) train control systems, signalling systems and communication systems;
 - (e) electric traction infrastructure;
 - (f) buildings and workshops; and
 - (g) associated plant machinery and equipment.
- (38) **Railway Property** means any Railway Infrastructure and other equipment or facilities that:
- (a) form part of, or are used by Arc in connection with, the Corridor Land; or
 - (b) are used for the provision of Services,
- and which are located on or below the surface of the Licensed Area at any time.
- (39) **Rates and Taxes** includes all rates, taxes, property levies and any other charges of any kind imposed by a Government Agency in relation to the Licensed Area or other property which includes the Licensed Area.

- (40) **Related Body Corporate** has the meaning given to that expression in the Corporations Act.
- (41) **Reserved Area** means the area specified in Item 5 of Schedule 1.
- (42) **Services** means all services of any kind connected to or serving the Licensed Area or any property which includes the Licensed Area, including air conditioning, electric power, gas, other energy or utility services, water, sewerage and drainage services, telephone and telecommunications services, fire prevention and fire sprinkler services and safety services.
- (43) **Services Supplier** means any Government Agency or privately owned company or other body which supplies, at Arc's request, a Service.
- (44) **Term** means the term specified in Item 2 of Schedule 1, as extended (if applicable) in accordance with clause 3.1.
- (45) **Third Party Rights** means any easements, licences or other similar rights of any person, granted by Arc or any other person or created in any other way, that:
 - (a) exist at the Commencement Date; or
 - (b) are granted or created at any time after the Commencement Date,
 in relation to the Corridor Land.
- (46) **Use Fee** means an annual charge specified in Item 3 of Schedule 1, as adjusted annually under clause 4.2.
- (47) **Wilful Default** means any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omission.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (1) singular words also have their plural meaning and vice versa;
- (2) a reference to one gender includes all genders;
- (3) a reference to a person includes a natural person, firm, body corporate, unincorporated association, partnership, joint venture and a Government Agency;
- (4) an obligation, liability, representation or warranty:
 - (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of 2 or more persons binds them jointly and severally;
- (5) a reference to a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) a reference to the consent of a party means the prior written consent of that party;
- (7) headings are for convenient reference only and do not affect the interpretation of this Agreement;

- (8) a reference to a clause, annexure or a schedule is a reference to a clause, annexure or schedule of this Agreement;
- (9) a thing (including any amount) is a reference to the whole and each part of it;
- (10) where any party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (11) a reference to any Law includes:
 - (a) that Law as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Law;
 - (c) another regulation or other statutory instrument made or issued under that Law; and
 - (d) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (12) a reference to a clause, a schedule, an agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (13) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (14) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (15) a reference to "includes" or "including" must be construed without limitation;
- (16) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (17) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (18) a reference to termination of this Agreement includes the expiry of the Term;
- (19) where a word or expression is defined, cognate words and expressions will be construed accordingly;
- (20) where the Licensee has agreed in this Agreement to procure another party to do or not do any act or thing, failure by the Licensee to so procure will constitute non-compliance with and a breach of the Licensee's obligations under this Agreement despite that it may have been beyond the Licensee's power and control to so procure; and

- (21) a reference to the “operation of the Network” includes the passage of rolling stock, safe working, rescue and inspection, maintenance, repair and upgrading of land and fixed assets.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2 Licence

2.1 Grant of licence

Subject to:

- (1) all Third Party Rights; and
- (2) the limitations and restrictions described in clauses 2.3,

Arc (as agent for the Network Lessee) grants to the Licensee the right to use and occupy the Licensed Area for the Term on the terms and conditions of this Agreement.

2.2 No tenancy or other proprietary rights

The rights granted to the Licensee under this Agreement are contractual rights only and not tenancy rights. The Licensee does not have any tenancy or other interest in the area from time to time comprising the Licensed Area.

2.3 Licensee’s acknowledgments

The Licensee acknowledges that:

- (1) the rights granted to the Licensee by Arc under this Agreement are:
 - (a) limited to rights which Arc is authorised or permitted to grant under the Government Lease;
 - (b) limited by the restrictions and conditions relating to those rights in the Government Lease; and
 - (c) subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Licensed Area;
- (2) it does not have or acquire by this Agreement any greater interest in the Licensed Area than the Network Lessee has under the Government Lease;
- (3) this Agreement and the rights granted to the Licensee under this Agreement automatically terminate if the Government Lease terminates or for any other reason Arc ceases to be entitled to grant those rights to the Licensee;
- (4) for the Term of this Agreement and in respect of the Licensed Area, the Licensee will be the occupier of the premises for the purposes of the *Occupier’s Liability Act 1985*; and
- (5) the risks associated with its presence on the Licensed Area and to the extent permitted by Law, the Licensee accepts the legal liability which applies to it as the occupier of the Licensed Area.

2.4 Railway Property

- (1) Arc reserves the right to keep or use Railway Property on the Licensed Area during the Term.
- (2) Subject to obtaining the Licensee's prior written consent (which must not unreasonably be refused or delayed) Arc reserves the right to bring onto or to install on the Licensed Area during the Term any other Railway Property provided such Railway Property does not have any adverse material effect on the Licensee's Permitted Use of the Licensed Area.
- (3) Arc may at any time during the Term carry out repairs or maintenance or replacement work in relation to any Railway Property on the Licensed Area and may remove Railway Property at any time, but in doing so Arc must make good any damage caused by Arc to any of the Licensee's Property.
- (4) Save as otherwise permitted by this Agreement or with Arc's express prior approval, the Licensee must not damage or interfere with Railway Property on the Licensed Area and must take reasonable action to prevent damage or interference to the Railway Property by other persons.

2.5 Reserved Area

Arc may, at any time, by giving 3 Months' prior notice to the Licensee, terminate the Licensee's rights of use and occupation in relation to the Reserved Area (without compensation for anything built on the Reserved Area), and each party is released from liability under this Agreement in relation to the Reserved Area after termination, but without affecting any liability which arises under this Agreement before or on termination.

2.6 Minerals, fossils and relics

- (1) Any valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Licensed Area, Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area shall as between the parties be and remain the property of the Network Lessee.
- (2) The Licensee must upon the discovery of these things immediately:
 - (a) take precautions to prevent their loss, removal or damage; and
 - (b) give Arc written notice of the discovery.

3 Term

3.1 Extension of Term

- (1) If the Licensee wants to extend the Term, it must give written notice to Arc, no later than 3 Months prior to the Expiry Date, of the period of time that the Licensee wishes to extend the Term by.
- (2) Arc may, in its absolute discretion, elect whether or not to agree to an extension of the Term and the applicable terms and conditions for that extension.

3.2 Holding over

If the Licensee continues to occupy the Licensed Area after the expiration of the Term with the written consent of Arc but has not otherwise:

- (1) been granted an extension of the Term; or
- (2) entered into a new agreement governing the Licensee's use and occupation of the Licensed Area,

then the Licensee does so subject to the terms of this Agreement except that Arc or the Licensee may terminate the Licensee's use and occupation of the Licensed Area at any time by written notice to the other party.

4 Use Fee

4.1 Payment

On and from the Commencement Date, the Licensee must pay the Use Fee to Arc:

- (1) annually in advance; and
- (2) within 21 days of the date of a tax invoice issued by Arc for the Use Fee.

4.2 Consumer Price Index annual adjustment

On each 1 January in each year (commencing [insert]), the Use Fee will be varied in accordance with the following formula:

$$R_n = R_o \times \left(1 + \left(\frac{CPI_n - CPI_o}{CPI_o} \right) \right)$$

where:

- | | | |
|---------|---|--|
| R_n | = | the Use Fee to apply from 1 January of the applicable year. |
| R_o | = | the Use Fee applying on 1 January of the year prior to the applicable year. |
| CPI_n | = | The All Capitals Consumer Price Index (All Groups) for the quarter ending 30 September in the year prior to the applicable year. |
| CPI_o | = | The All Capitals Consumer Price Index (All Groups) for the quarter ending 30 September in the year two years prior to the applicable year. |

5 Other Payments

5.1 Rates and Taxes

- (1) If applicable to the Licensed Area, the Licensee must pay an amount equal to the Licensee's Share of all Rates, and Taxes to Arc within 21 days of the date on which Arc requests payment.
- (2) In this clause 5.1, **Licensee's Share** means the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice or, where the Rates and Taxes relate to or are inclusive of a building or structure on the Licensed Area, then the Rates and Taxes that relate to the building or structure in addition to the proportion that the Licensed Area bears to the total land area the subject of the relevant Rates and Taxes notice.

5.2 Services

- (1) The Licensee must pay an amount equal to the Licensee's Share of all Service charges:
 - (a) direct to the relevant Services Supplier before those charges become overdue; or
 - (b) in the case of any such Service charges imposed on Arc, to Arc by the date requested by Arc.
- (2) The Licensee must also pay to Arc on the date and in the manner requested by Arc, an amount equal to the Liability incurred by Arc in connection with the supply of the Services to the Licensee, including Arc's administrative and operating costs reasonably incurred.
- (3) In this clause 5.2, **Licensee's Share** means:
 - (a) if the Licensed Area has a separate consumption meter for the relevant Service, 100%; or
 - (b) if the Licensed Area does not have a separate consumption meter for the relevant Service, the relevant Service charges that relate to the Licensed Area (as reasonably determined by Arc) divided by the total Service charges.
- (4) A statement or invoice from Arc will be prima facie evidence of the amount payable in respect of any Service charges which are unmetered.
- (5) If, within 21 days from receiving written notice of a second demand for payment of an amount relating to the provision of any Service, the Licensee does not pay that amount, then Arc may, in its absolute discretion, discontinue the supply of the Service to the Licensed Area until the Licensee has paid in full that overdue amount and any accrued interest, fines, penalties and other charges relating to reconnection of supply of the Services.

6 Interest on Overdue Amounts

- (1) The Licensee must pay interest on any amounts due to Arc under this Agreement which are not paid by the Licensee when due.
- (2) Interest:
 - (a) will accrue daily at the rate per annum equal to the Default Rate;
 - (b) will be computed from and including the day when the money on which interest is payable becomes owing to Arc by the Licensee until but excluding the day of payment of that money;
 - (c) will be calculated on the actual days elapsed based on a 365 day year; and
 - (d) must be paid by the Licensee to Arc on demand.

7 Payments

- (1) All payments by the Licensee under this Agreement must be made:
 - (a) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;

- (b) to Arc or any other person nominated by Arc;
 - (c) at the place and in the manner reasonably required by Arc; and
 - (d) no later than 5pm local time in the place where payment is to be made.
- (2) If the Licensee is compelled by Law to make a deduction or withholding from any payment, the Licensee must promptly pay to Arc the additional amount necessary so that the net amount received by Arc equals the full amount which would have been received by Arc if no deduction or withholding had been made.
- (3) Arc does not need to make a demand for payment of any amount required to be paid by the Licensee under this Agreement unless required by Law.
- (4) If:
- (a) Arc in any notice requesting payment for any amount; or
 - (b) this Agreement,

does not specify when a payment is due, it is due within 21 days after Arc gives notice requesting payment.

8 Goods and Services Tax

- (1) Except where the context suggests otherwise, terms used in this clause 8 have the meanings ascribed to those terms by the GST Act.
- (2) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 8.
- (3) Unless otherwise expressly stated, all amounts due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 8.
- (4) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (5) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (6) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.
- (7) Any additional amount referred to in clause 8(6) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.
- (8) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the

Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.

- (9) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST) varies from the additional amount paid by the Recipient under clause 8(6) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this paragraph) then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any amount payable under this clause 8(9) must be paid no later than 14 days after the Supplier provides an adjustment note to the other party.

9 Use of Licensed Area

9.1 Permitted Use

The Licensee may only use the Licensed Area for the Permitted Use and must not use the Licensed Area for any other use unless Arc gives its prior written consent.

9.2 Licensee's own enquiries

The Licensee has relied on its own enquiries about how the Licensed Area may be used and not on any representation from Arc.

9.3 No warranty by Arc in relation to the Licensed Area

- (1) Arc does not give any warranty of any kind that the Licensed Area is suitable for any purpose for which the Licensee intends to use it (including for the Permitted Use).
- (2) Any warranty in relation to the Licensed Area which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that Arc is not obliged to repair or improve any buildings or improvements forming part of the Licensed Area or to carry out any other structural works.

9.4 No warranty by Arc in relation to the Services

- (1) The Licensee acquires certain rights in relation to the Licensed Area with the benefit of all Services existing at the Commencement Date. However, Arc does not give any warranty that those Services are adequate or suitable for any purpose (including for the Permitted Use) for which the Licensee intends to use the Licensed Area.
- (2) Any warranty in relation to the Services which is implied by Law is excluded to the extent that the Law permits the warranty to be excluded.
- (3) The Licensee acknowledges and agrees that:
 - (a) Arc is not obliged to ensure that any of the Services are maintained; and
 - (b) any repair, replacement or other work relating to the provision of any Service is the responsibility of the Licensee.

9.5 Licensee to use and operate at own risk

- (1) For the purposes of the *Occupiers' Liability Act 1985* the Licensee is the occupier for the Term.

- (2) The Licensee's use of the Licensed Area is at its own risk.

10 Safety and Security Undertakings

10.1 Safety and security directions

- (1) Arc may give directions to the Licensee concerning the safety or security of persons or property in relation to the Licensed Area.
- (2) The Licensee must promptly comply with all directions given by Arc in relation to the safety or security of persons or property in relation to the Licensed Area.

10.2 Safety rules

- (1) Without limiting clause 10.1, the Licensee must comply with all safety requirements (including complying with standard practices, procedures and rules and obtaining any relevant accreditation) specified by Arc in Schedule 4 in connection with the Licensee's use of the Licensed Area or otherwise in connection with this Agreement.
- (2) Arc may by further notice vary or add to those safety requirements at any time.
- (3) The Licensee must also ensure that any such safety requirements, as varied or added to from time to time, are complied with, at all times, by the Licensee's Personnel using the Licensed Area.

11 Accidents and Emergencies Affecting the Network

- (1) If any accident or other event connected with the Licensed Area causes damage to, or adversely affects any part of the Network, the Licensee must:
- (a) take no action which might jeopardise the safety of the operation of the Network;
 - (b) not, without Arc's prior consent, work on or interfere with any part of the Network which is damaged or otherwise affected by the relevant incident;
 - (c) notify Arc as soon as possible after the Licensee becomes aware of the damage;
 - (d) do everything reasonably possible (including complying with all requirements and directions from Arc) to enable Arc to repair the damage and restore the Network for use as quickly as possible; and
 - (e) promptly comply with all other directions and requirements of Arc in relation to the relevant incident.
- (2) Arc may close off any part of the Network which is damaged. The Licensee may not have access to the part which is closed off without first obtaining Arc's consent.
- (3) This clause 11 does not limit any Liability of the Licensee under any indemnity given to Arc or otherwise arising.

12 Environmental Undertakings

12.1 Licensee's general undertakings

The Licensee must:

- (1) comply with all Environmental Laws and Authorisations applicable to the Licensed Area or the Licensee;
- (2) obtain, at the appropriate time, and do all that is necessary to maintain in full force and effect all Authorisations relating to the Licensed Area or any activity in relation to the Licensed Area;
- (3) not do, or omit to do, anything which might directly or indirectly result in the revocation or suspension of an Authorisation in relation to the Licensed Area; and
- (4) immediately notify Arc on becoming aware of:
 - (a) the existence of any Environmental Condition on or affecting the Licensed Area; or
 - (b) the filing of a Claim against the Licensee in relation to an alleged failure to comply with an Environmental Law or an Authorisation in relation to the Licensed Area.

12.2 Licensee's remediation undertakings

- (1) If at any time (including before or after the Commencement Date):
 - (a) the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee;
 - (b) the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee; or
 - (c) the Licensee breaches any Environmental Law or any Authorisation relating to the Licensed Area or the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area,

the Licensee must as soon as reasonably possible take all necessary action:

 - (d) to comply with all Environmental Laws and Authorisations relating to the Licence Area; and
 - (e) so that the Environmental Condition is no longer present and any Environmental Damage is rectified.
- (2) The Licensee's obligations under this clause continue after the Expiry Date until all Environmental Damage has been rectified and all Environmental Laws and Authorisations complied with.

13 General Undertakings

13.1 Positive undertakings

The Licensee must:

- (1) use the Licensed Area in a safe and proper manner;
- (2) where there are buildings or other structures on the Licensed Area, comply with the undertakings set out in Schedule 3;

- (3) where there are buildings or other structures on the Licensed Area, maintain them to a standard not worse than set out in the Condition Report, fair wear and tear excepted;
- (4) take all measures reasonably necessary to protect people and property in the Licensed Area;
- (5) comply with all relevant requirements of any Government Agency and all Laws in connection with the Licensed Area;
- (6) promptly give Arc a copy of any notice received by the Licensee which relates to the Licensed Area;
- (7) immediately notify Arc if the Licensee becomes aware of any threat to the Licensed Area and comply with all of Arc's directions given for the purpose of protecting property or persons in relation to the Licensed Area; and
- (8) promptly inform Arc after becoming aware of any accident affecting the Licensed Area or any other damage to Licensed Area.

13.2 Negative undertakings

The Licensee must not (and must use its best endeavours to procure that no other person), except with Arc's consent:

- (1) interfere with or obstruct the operation of the Network;
- (2) store or use flammable or explosive substance in the Licensed Area;
- (3) do anything which is dangerous, offensive or illegal or which is or may become a nuisance or annoyance to anyone;
- (4) interfere with or obstruct access to or overload the Services;
- (5) modify or interfere with the facilities for the provision of Services or any equipment connected to those facilities;
- (6) use the Licensed Area as a residence;
- (7) permit any other person to take possession of or use the Licensed Area, including permitting any other person to carry on business on or from the Licensed Area;
- (8) vacate the Licensed Area, except as required by this Agreement, or abandon the Licensed Area;
- (9) grant any right or interest of any kind, including a security interest over or in relation to this Agreement or the Licensed Area; or
- (10) fix or place signs, notices or advertisements on or near the outside of the Licensed Area which are not related to safety or other Network requirements.

14 Insurance Undertakings

14.1 Licensee's insurance undertakings

- (1) The Licensee must, at its expense, take out and maintain at all times during the Term and on terms and conditions satisfactory to Arc (acting reasonably):

- (a) public liability insurance which covers the liability of the Licensee and its Personnel to any person arising out of or in connection with this Agreement or the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property, with a sum insured of not less than \$20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
- (b) workers' compensation insurance and employer's indemnity insurance which complies with the relevant Laws against all Claims in respect of any personal injury to, or death of, any person employed or engaged by the Licensee which arises out of, or is cause or contributed to by, the performance or non-performance of this Agreement by the Licensees which insurance must provide cover:
- (c) in respect of common law claims, for an amount not less than \$50,000,000 for each occurrence; and
- (d) for compulsory statutory workers' compensation insurance claims, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 1981* (WA) or any other application legislation,
and the Licensee must ensure that each of its contractors, subcontractors and consultants also effects and maintains insurance under any applicable workers' compensation Laws;
- (e) insurance adequately covering loss of or damage to the Licensee's Property;
- (f) any insurance required by Law as a result of the Licensee's use of the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property; and
- (g) any other insurance which is reasonably necessary to adequately protect Arc's interests under this Agreement, having regard to the terms of this Agreement,

(each, an **Insurance Policy**) and each such Insurance Policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

(2) The Licensee must:

- (a) pay each premium due under the Insurance Policies before the due date and, when reasonably requested by Arc, provide evidence of payment;
- (b) when reasonably requested by Arc, provide copies of the Insurance Policies and copies of certificates of currency for each Insurance Policy certified by the insurer;
- (c) immediately notify Arc if:
 - (i) an event occurs which:
 - (A) may give rise to a claim under any Insurance Policy; or

- (B) could materially affect Arc's interests under this Agreement; or
 - (ii) an Insurance Policy is cancelled;
 - (d) if required by Arc, make and pursue a claim under any Insurance Policy; and
 - (e) if required by Arc, ensure that Arc's interests are noted on the policy of public liability insurance.
- (3) Unless Arc consents, the Licensee must not:
- (a) do or allow anything to be done which could adversely affect any insurance taken out by Arc in connection with the Licensed Area or which could increase the cost of obtaining that insurance; or
 - (b) settle, compromise or waive any claim under any Insurance Policy.

14.2 Variation of Sum Insured

Arc may give notice to the Licensee at any time requiring the Licensee to increase the maximum cover for the Licensee's public liability insurance if in the circumstances it is reasonable that the cover be increased.

15 Access to Services and Telecommunications Undertakings

15.1 Services

The Licensee must, at all times, allow any Government Agency (including its Personnel) or any third party authorised by Arc access to any Services over, under or on the Licensed Area for any purpose lawfully required by the Government Agency.

15.2 Telecommunications facilities

- (1) The Licensee must allow Arc or any third party authorised by Arc access to any telecommunications equipment or facility and associated materials over, under or on the Licensed Area at any time.
- (2) The Licensee must not interfere with or disturb any telecommunications equipment or facility or associated materials over, under or on the Licensed Area.

16 Entry and Rectification by Arc

16.1 Right to enter

Arc may enter the Licensed Area at any time without notice:

- (1) for all railway related purposes or anything which Arc is required to do by Law or is permitted to do under this Agreement or under the Government Lease; and
- (2) to deal with any emergency or dangerous situations on or adjacent to the Licensed Area.

16.2 Arc may rectify

Arc may enter the Licensed Area without notice and at any time for the purpose of doing anything which should have been done by the Licensee under this Agreement but which has not been done or has not been done properly.

17 Indemnity and Limit of Liability

17.1 Indemnity by Licensee

Subject to the other provisions of this clause 17, the Licensee must promptly on demand, indemnify and keep indemnified each Arc Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against a Arc Indemnified Party in respect of:

- (1) the death of or injury to any person; or
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) any failure by the Licensee to comply with the requirements of any Law or a Government Agency in so far as they relate to the Licensed Area;
- (4) a breach or non-performance of any of the obligations of the Licensee including the requirement to return the Licensed Area in a condition not worse than the condition in Schedule 2B under this Agreement or any reasonable action properly taken by Arc to remedy that failure; or
- (5) any negligent act or omission, fraud or Wilful Default of the Licensee or its Personnel,

but the indemnity will be reduced proportionately to the extent fraud, a Wilful Default or negligent act or omission of a Arc Indemnified Party has contributed to the relevant loss, damage, injury or death.

17.2 Arc not liable

The parties agree that to the extent permitted by Law, Arc is not liable to the Licensee and the Licensee must not make a Claim against Arc in respect any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Licensed Area or the Licensee's Property except to the extent caused by fraud, a Wilful Default or negligent act or omission of a Arc Indemnified Party.

17.3 Arc's limit of liability

- (1) The Licensee acknowledges and agrees that, to the extent permitted by Law and subject to clause 17.3(2), the total liability of the Arc Indemnified Parties to the Licensee for all Claims in connection with this Agreement is limited in aggregate to an amount equal to the aggregate Use Fee actually received by Arc over the term of this Agreement.
- (2) The limit of liability in clause 17.3(1) does not apply to a Claim made by the Licensee against Arc:
 - (a) under any provision of any Law which expressly prohibits the limitation of liability for Liability arising from a breach of that Law; or
 - (b) in respect of Liability arising from:
 - (i) the death of or personal injury to any person; or
 - (ii) any criminal acts, fraud or Wilful Default by Arc or its Personnel.

17.1 Liability for Consequential Loss

Notwithstanding any other provisions to the contrary in this Agreement and to the extent permitted by Law, neither party is liable to the other party in any circumstances for any Consequential Loss.

18 Assignment, Transfer and Encumbrances

18.1 Consent required

The Licensee must not and must not agree or attempt to:

- (1) assign, or attempt to assign, any of its rights;
- (2) sublicense any of its rights;
- (3) novate, otherwise transfer or attempt to transfer, any of its rights or obligations; or
- (4) grant, attempt to grant or allow to exist, a mortgage, charge or other security interest or encumbrance over any of its rights, title and interest,

under this Agreement, without the prior written consent of Arc (which may be withheld in its absolute discretion).

18.2 Exclusion of statutory provisions

The operation of sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from this Agreement.

19 Termination

19.1 Termination by Arc

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, Arc may immediately terminate this Agreement by written notice to the Licensee if:

- (1) the Licensee repudiates this Agreement;
- (2) the Licensee abandons the Licensed Area;
- (3) the Licence area is required by Arc due to an Operational Change;
- (4) the Licensee does not pay on the due date, the Use Fee or any amount due to Arc under this Agreement and such failure is not remedied within 14 days of Arc giving notice to the Licensee of the failure;
- (5) the Licensee fails to comply with any of its other obligations under this Agreement and that failure is not remedied within 30 days of Arc giving notice to the Licensee requiring the failure to be remedied; or
- (6) an Insolvency Event occurs in respect of the Licensee.

19.2 Termination by Arc where railway to become operational

If at any time during the Term, Arc requires a change of the status of the railway within the Licensed Area from non-operational to operational:

- (1) Arc will provide the Licensee with six (6) months' prior written notice that the railway is to become operational (**Operational Notice**), such notice to include the date upon which Arc anticipates that the railway will commence operations (**Operations Commencement Date**);
- (2) the Licensee must use all reasonable endeavours to complete an ALCAM assessment of any level crossings within or proximate to the Licensed Area within two (2) months of the date of the Operational Notice;
- (3) the Licensee will pay the costs of any ALCAM assessment referred to in clause 19.2(1)(b);
- (4) the Licensee must, at its cost entirely and not later than two (2) months' prior to the Operations Commencement Date, engage Arc to install any active protection or other measures at any level crossing deemed necessary by the Operational Railway Crossing Protection Sub-Committee;
- (5) the Licensee must, within 30 days of the date of its receipt of the Operational Notice and at its cost entirely, engage Arc (or Arc's nominated rail accredited contractor) to reinstate all Railway Infrastructure, including formation, within the Licensed Area in accordance with Arc's then current code of practice.

19.3 Effect of termination

- (1) If Arc terminates this Agreement pursuant to this clause 19 it will be entitled to damages as if the Licensee had repudiated this Agreement and that repudiation had been accepted.
- (2) Termination of this Agreement under no circumstances will abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

19.4 Licensee's obligations on termination

Unless otherwise notified in writing by Arc, the Licensee must vacate the Licensed Area leaving it in a condition no worse than when it took over possession of the Licensed Area and remove all the Licensee's Property by the Expiry Date or, if this Agreement is terminated before the Expiry Date, as soon as reasonably possible after this Agreement is terminated.

19.5 Abandonment by the Licensee

- (1) If the Licensee does not remove all of the Licensee's Property in accordance with clause 19.4, Arc may demolish or otherwise remove and dispose of any of the Licensee's Property.
- (2) The Licensee must promptly on demand indemnify Arc against any Liability incurred by Arc in demolishing, removing and disposing of any of the Licensee's Property in accordance with this clause.

19.6 Risk

The Licensee's Property, including the security of it is at the Licensee's risk at all times, including after the termination of this Agreement.

19.7 Damage caused by vacating

- (1) If damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure is caused by the Licensee:
 - (a) using the Licensed Area;
 - (b) vacating the Licensed Area; or
 - (c) removing the Licensee's Property,

Arc will, at the Licensee's cost undertake any required repair work.

- (2) Arc will invoice the Licensee for the costs of any repair work incurred by it in accordance with clause 19.7 (1) and the Licensee must pay Arc the amount specified on the tax invoice within 30 days of the date of the invoice.
- (3) The Licensee's obligations under this clause continue after the Expiry Date until all damage to the Licensed Area, the Corridor Land, Railway Property or any Railway Infrastructure caused by the Licensee has been repaired by Arc.

20 Costs and Expenses

20.1 Preparation of this Agreement

The Licensee will pay Arc's costs and expenses (including legal costs and expenses) incurred in connection with the preparation, negotiation and signing of this Agreement.

20.2 Managing agent's fees

The Licensee must, as and when required by Arc, pay or reimburse Arc for any fees or other expenses payable by Arc to any managing agents that are appointed to manage the Licensed Area on behalf of Arc.

20.3 Amendment and enforcement costs

The Licensee must, as and when required by Arc, pay or reimburse Arc for all of Arc's costs and expenses (including legal costs and expenses on a full indemnity basis) incurred in relation to:

- (1) any document assigning, varying or surrendering this Agreement;
- (2) giving any waiver, consent or approval under this Agreement at the Licensee's request;
- (3) any default under this Agreement by the Licensee; or
- (4) the enforcement of, or the preservation of any rights under, this Agreement.

20.4 Government imposts

The Licensee must pay when due or earlier if required in writing by Arc or reimburse Arc for, all duty, registration fees and other government imposts (including fines and penalties attributable to an act or omission of the Licensee) payable in connection with this Agreement and all other documents referred to in this Agreement.

21 Confidentiality

21.1 Acknowledgment of confidentiality

Each party acknowledges that the terms of this Agreement and all information provided by one party to the other under this Agreement are secret and must be treated as confidential. Any Confidential Information provided by a party to the other remains the property of the party providing it.

21.2 Confidentiality obligation

- (1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.
- (2) A party must not, without the prior written consent of the other party:
 - (a) use Confidential Information of the other party other than as necessary for the performance of this Agreement; or
 - (b) other than as permitted under clause 21.3, disclose Confidential Information of the other party.

21.3 Permitted disclosure

- (1) Subject to compliance with clauses 21.3(2) and 21.3(3), a party may disclose Confidential Information of the other party:
 - (a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (b) if required by Law or the rules of any stock exchange or any Government Agency;
 - (c) as required or permitted by this Agreement;
 - (d) to a ratings agency;
 - (e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (f) in connection with the management and control of trains on the Network or the efficiency of the Network generally;
 - (g) to enable a party to perform its obligations under or in connection with this Agreement;
 - (h) in relation to the enforcement of its rights under or in connection with this Agreement;
 - (i) to its Related Bodies Corporate and its and their respective Personnel;
 - (j) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement;

- (k) in any proceeding arising out of or in connection with this Agreement; or
 - (l) with the prior written consent of the other party, which must not be unreasonable withheld.
- (2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:
- (a) otherwise keep the Confidential Information confidential; and
 - (b) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 21.
- (3) Before making any disclosure pursuant to clause 14(1)(b), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:
- (a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

21.4 Survival

This clause 21 survives termination of this Agreement.

22 Dispute Resolution

22.1 Procedure to settle disputes

- (1) If a bona fide dispute arises between the parties in relation or in connection with this Agreement (**Dispute**) a party claiming that a Dispute has arisen must give notice to the other party or parties to the Dispute specifying the Dispute and requesting its resolution in accordance with this clause 22 (**Notice of Dispute**).
- (2) Subject to clause 22.1(3) the procedure that the parties must strictly follow to settle a Dispute is as follows:
 - (a) first, negotiation of the Dispute in accordance with clause 22.2;
 - (b) second, mediation of the Dispute in accordance with clause 22.3; and
 - (c) third, litigation of the Dispute in accordance with clause **Error! Reference source not found.**
- (3) Nothing in this clause 2:
 - (a) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 22; or
 - (b) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.

- (4) The parties' obligations under this Agreement will continue notwithstanding any Dispute between the parties or the submission of a Dispute to mediation or referral of a Dispute to litigation under this clause 22.
- (5) This clause 22 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
- (6) This clause 22 applies even where the Agreement is otherwise void or voidable.

22.2 Negotiation

- (1) Senior representatives from each party must meet, within 5 Business Days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.
- (2) If the Dispute is not resolved within 14 days after the Notice of Dispute is given, the Dispute will be referred to the chief executive officers of the parties who must meet, within 21 days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.

22.3 Mediation

- (1) If the Dispute is not resolved within 28 days after the Notice of Dispute is given, the Dispute is by this clause submitted to mediation.
- (2) The mediation must be conducted in Perth, Western Australia by a single mediator. The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Agreement) as amended by this clause 21 apply to the mediation, except where they conflict with this clause 21.
- (3) If the parties have not agreed upon the mediator and the mediator's remuneration within 5 Business Days of the Dispute being referred to mediation:
 - (a) the mediator is the person appointed by; and
 - (b) the remuneration of the mediator is the amount or rate determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter) (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of either party.
- (4) Unless the parties otherwise agree:
 - (a) each party may appoint a person, including a legally qualified person to represent it or assist it in the meditations;
 - (b) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (c) the costs of the mediator will be borne equally by the parties.

22.4 Litigation

Irrespective of whether or not a Mediation Notice has been issued, if the Dispute is not resolved within 1 Month after the Notice of Dispute is given, either party may commence legal proceedings in respect of the Dispute in a Court of competent jurisdiction.

23 Notices

23.1 Notices in connection with this Agreement

- (1) A notice, approval, consent nomination, direction or other communication (**Notice**) in connection with this Agreement:
 - (a) must be in legible writing and in English addressed as shown in Item 6 of Schedule 1 or as specified to the sender by a party by notice;
 - (b) may be given by:
 - (i) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee;
 - (ii) post, in which case the Notice is regarded as given by the sender and received by the addressee 2 Business Days from the date of postage; or
 - (iii) a copy of the Notice may be sent by email, in which case the Notice is regarded as being given by the sender and received by the addressee when the email 'read receipt' is received by the sender, which 'read receipt' must be retained to evidence receipt of the email Notice

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

 - (c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- (2) A Notice sent or delivered in a manner provided by clause 23.1(1)(b) must be treated as validly given to and received by the party to which it is addressed even if:
 - (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.
- (3) In this clause 23.1, a reference to an addressee includes a reference to an addressee's Personnel.

23.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

24 Governing Law

24.1 Law of this Agreement

This Agreement takes effect, is governed by and is to be construed in accordance with the Laws for the time being of the State of Western Australia.

24.2 Jurisdiction

- (1) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.

- (2) Arc and the Licensee irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australian on the basis that the process has been brought in an inconvenient forum.

25 Risk and Cost of Performing Obligations

25.1 Risk and cost

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

25.2 Arc may appoint agents

Arc may appoint any person or persons to represent it in relation to this Agreement and any person so authorised by Arc may exercise the rights and powers of Arc under this Agreement.

25.3 Licensee's Liability

The Licensee is liable for the acts and omissions of the Licensee's Personnel and other persons authorised by the Licensee (including without limitation members of the public) to enter onto or use the Licensed Area (including Corridor Land used for access), as if those acts or omissions were those of the Licensee.

26 General

26.1 Survival of obligations

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant party and survives termination of this Agreement.

26.2 Civil Liability Act

The parties agree that to the extent permitted by Law, the operation of Part 1F of the *Civil Liability Act 2002* (WA) is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of Law.

26.3 Exercise of rights

- (1) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (2) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (3) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

26.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

26.5 Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the signing of documents.

26.6 Variation

This Agreement may not be varied except in writing signed by all parties.

26.7 Severability

If any provision of this Agreement is voidable, void, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

26.8 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Licensee as agent of Arc for any purpose whatever and the Licensee has no authority or power to bind Arc or to contract in its name or to create a liability against it in any way or for any purpose.

26.9 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

26.10 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

26.11 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

26.12 Survival

Clauses 2, 7, 19, 19 and 26 and any rights or obligations which accrued in respect of a prior breach of this Agreement, survive the expiry or termination of this Agreement.

26.13 Entire understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Schedule 1 Details

Item 1 Licensed Area

That part of the Corridor Land delineated in red on the plan in Schedule 2 and includes any Railway Infrastructure on that part of the Corridor Land, together with a right to pass over Corridor Land as is necessary for the purpose of access to and from that part of the Corridor Land delineated in red on the plan in Schedule 2 but excluding any Reserved Area if Arc has exercised its rights under clause 2.5.

Item 1 Commencement Date

[TBC].

Item 2 Term

[TBC] years from the Commencement Date.

Item 3 Use Fee

[\$Arc TO INSERT AMOUNT AND TO NOTIFY FINANCE].

Item 4 Permitted Use

[TO BE INSERTED BY Arc].

Item 5 Reserved Areas

[Arc TO INSERT DETAILS OF ANY AREA FORMING PART OF THE LICENSED AREA WHICH Arc WANTS TO RESERVE FOR ITS OWN FUTURE USE OR DELETE THIS DEFINITION IF NOT RELEVANT].

Item 6 Address for service of each party

(1) Arc's postage address for service is:

Address: Level 3, 1 George Wiencke Drive, Perth Airport,, Western Australia 6105

Email: Legal@arcinfra.com

Attention: Legal

(2) Licensee's postage address for service is:

Address: [TO BE INSERTED BY LICENSEE]

Email: [TO BE INSERTED BY LICENSEE]

Attention: [TO BE INSERTED BY LICENSEE]

Schedule 2 Licensed Area

[INSERT PLAN SHOWING LICENSED AREA DELINEATED IN RED]

Schedule 3 Buildings and other structures on Licensed Area

[INSERT PLAN SHOWING LICENSED AREA DELINEATED IN RED AND OUTLINE OF BUILDINGS OR OTHER STRUCTURES]

Schedule 4 Condition Report of Buildings and other structures on Licensed Area

Schedule 5 Building Works, Cleaning, Maintenance and Fencing Undertakings

Item 1 Building work

The Licensee must not alter, modify, remove or demolish any building or other improvement on the Licensed Area or carry out any other structural work on the Licensed Area or make any other improvements on the Licensed Area, unless the Licensee:

- (1) obtains any prior consent required by Law for the proposed work, including the consent of the Rail Corridor Minister under section 47 of the *Rail Freight System Act 2000* (WA);
- (2) obtains Arc's prior written consent, which will be granted or withheld in Arc's absolute discretion;
- (3) complies with all requirements of any relevant Government Agency and all Laws and standards affecting the work;
- (4) carries out the work in a safe and proper manner;
- (5) uses its best endeavours to minimise any damage caused to the Licensed Area;
- (6) uses only good quality materials; and
- (7) employs only qualified and competent persons.

The Licensee acknowledges any improvements made by the Licensee to the Licensed Area will be at the risk of the Licensee.

Item 2 Cleaning

The Licensee must:

- (1) keep the Licensed Area clean and free of pests at all times; and
- (2) regularly remove any waste or garbage from the Licensed Area.

Item 3 Maintenance

The Licensee must:

- (1) at its own cost, carry out structural work and all remedial works required by Law or any Government Agency as a result of the use to which the Licensee puts the Licensed Area;
- (2) at its own cost, properly repair and maintain the Licensed Area, including any buildings or structures not being used by Arc and the Licensee's Property;
- (3) promptly make good to the satisfaction of Arc any damage to the Licensed Area caused by the Licensee or its Personnel;
- (4) in the case where the building or structure is being used in whole or in part by Arc the maintenance and upkeep of the building or structure being used by Arc will be carried out by Arc and the costs of that maintenance or upkeep will be

apportioned to reflect the area used by Arc over the whole area of the building or structure; and

- (5) at its own cost, maintain the Licensed Area to ensure the requirements of the *Occupiers' Liability Act 1985* (WA) and the *Bushfires Act 1954* (WA) are met.

and at all times comply with the requirements of this Schedule 3.

Item 4 Fences

The Licensee must, at its cost, erect fences on any boundary of the Licensed Area and within the Licensed Area:

- (1) if necessary for safety reasons given the purpose of the Licensee's use; or
- (2) if directed to do so by Arc,

The fences must be of a type and quality and erected in the manner and location agreed by Arc.

The Licensee must properly repair and maintain any fences on the Licensed Area or within the Licensed Area, including the Fences.

Signing page

Executed as an Agreement

Executed by
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
in accordance with section 127 of the *Corporations Act 2001*

sign here ► _____
Director

print name _____

sign here ► _____
Director/Company Secretary

print name _____

Executed by
[INSERT Other Party's NAME]
ABN [INSERT Other Party's ABN]
in accordance with section 127 of the *Corporations Act 2001*

sign here ► _____
Director

print name _____

sign here ► _____
Director/Company Secretary

print name _____

OR:

The seal of **[INSERT SHIRE's NAME]** ABN
[INSERT SHIRE ABN] was hereunto affixed
in the presence of:

.....
Signature of Chief Executive Officer

.....
Signature of Shire President

.....
Name of Chief Executive Officer

.....
Name of Shire President

9.1.1 ATTACHMENT 3

To Neil Hartley

I am writing to you about the Yandanooka town site leases.

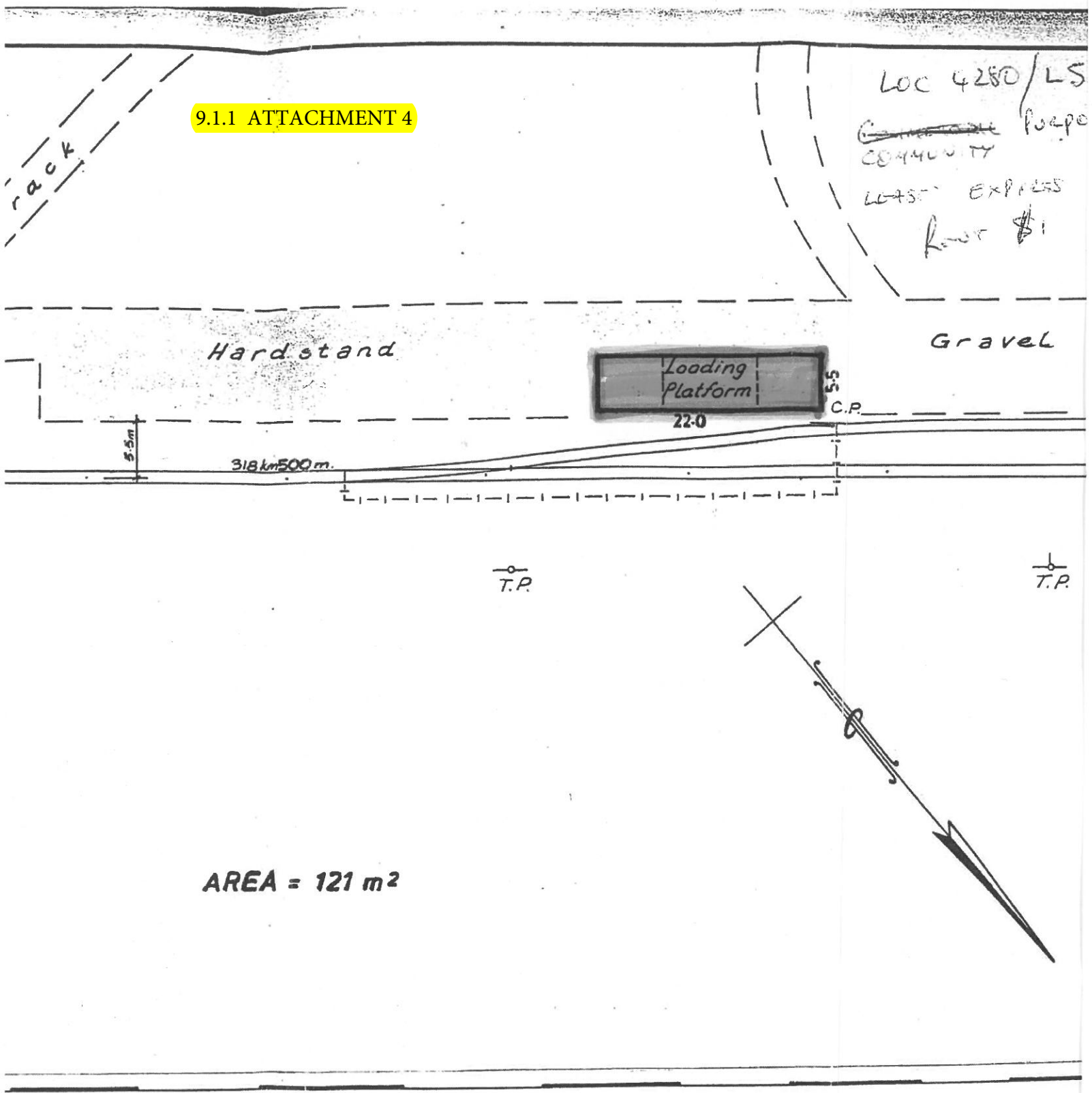
- 1 Beening the railway ramp. It needs to stay as it has historical value to the town site of Yandanooka. As it was used to unload machinery off the train and also to load wool into open top wagons I can't see what harm it is doing by staying.
2. C B H employee accommodation hut. I would like also to see it stay for historical reasons. It was used for the Yandanooka community mail and paper shed from 1991 until 2014 serving over 21 families. GH Courier will still leave parts there if you ask them.
3. These two are good for tourist to look at while they camp over night in the Yandanooka town site near the new tourist signs

Just on a other matter, in 2011 I wrote to shire about road signs that Karara mining limited took down while putting there water pipe line in some have been replaced, but we are still waiting for the Yandanooka North East sign in the Yandanooka town site end. The post is waiting there if you look. This is a safety issue for the police, ambulance and fire people if they don't know the area.

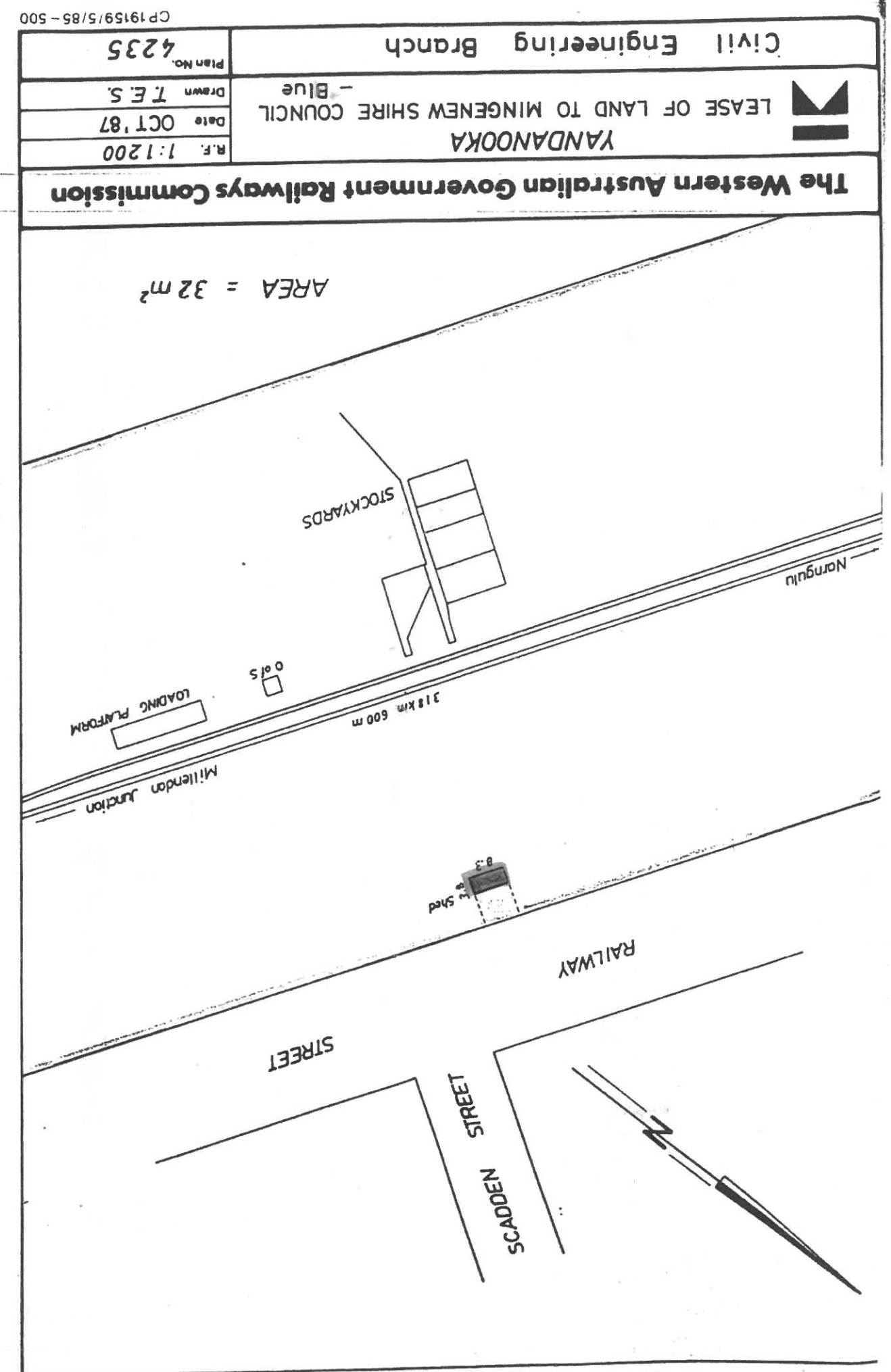
Your truly
Robyn Soullier



9.1.1 ATTACHMENT 4



Civil Engineering Branch		Western Australian Government Railways	
Description		Drawn	B.A.W.
YANDANOOKA		File No	L 5846
LEASE OF LAND TO MINGENEW SHIRE		Plan No	5
- BLUE			



Yandanooka Railway Leases – Public Comment Welcomed

The Shire of Mingenew has two historic leases over rail corridor land at Yandanooka. One was used as a Loading Platform (lease expired 2004), and other was used as a Mail Delivery Building (lease expired 2007). The Shire does not utilise either facilities any more. Arc Infrastructure (previously Brookfield Rail) and the State Government requires the Shire of Mingenew to either renew the leases if it still wishes to retain occupancy rights, or to formally advise that the land is no longer required. If community use is the predominant purpose then the costs of the lease documentation and annual lease fees will be minimal, however if there is no meaningful need for the land (32sq m and 121sq m) then the two site leases can be returned. Indications are that the loading ramp was installed by the State Government and the shed was originally CBH employee accommodation. Neither asset has been used by the Shire for many years but before formally responding to Arc, feedback is invited from the local community. Community feedback by 25 May 2018 would be appreciated. Please forward your comments to Neil Hartley (Acting CEO, Shire of Mingenew) at ceo@mingenew.wa.gov.au



Mark Conway
P.O. Box 84

Mingenew W.A 6522

Monday.

21st May 2018

Mingenew Shire CEO, And ALL Mingenev Shire Councilllors

Mingenew Shire CEO,

Hi Neil,

As per our conversation at Mingenev Shire Office. Re: Mosquito Fogging.

- ① Could you kindly inform the PUBLIC of any changes to the Mosquito Control Program, 7 day prior to any changes.
- ② As discussed, as you suggested. The matter of Fogging or Not Fogging with Pesticides in the Residential Area of Mingenew, be put to the PUBLIC VOTE. which is in essence Option 2 of my TYPED SUBMISSION, 2018
- ③ Given I don't believe there is any "MANDATORY LEGISLATIVE", require to Fog with Pesticides "as above".
- ④ Confirm that you have tabled this matter for next scheduled Mingenew Shire Meeting. given.
 - (a) Mingenew Shire has the services of an Environmental Health Office
 - (b) The matter has been at hand since November 2017.
- ⑤ Kindly confirm in writing (within) 14 days to my above address the matter has been tabled on Mingenew Shire - Agenda for June 2018.
Thank-you for Attention to this matter
Mark Conway (RATE PAYER / MINGENEW)

9.1.3 ATTACHMENT 1



Register Of Delegations

September 2017

Reviewed by Shire of Mingenew – May 2017
Reviewed by Shire of Mingenew – February 2017
Reviewed by Shire of Mingenew – October 2016
Reviewed by Shire of Mingenew – December 2015
Reviewed by Shire of Mingenew – June 2015

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INTRODUCTION

1. General

The Local Government Act 1995 allows for a local government to delegate to the Chief Executive Officer (sections 5.42 and 5.43) the exercise of any of its powers or the discharge of any of its duties under the Act. The Act allows for the Chief Executive Officer to delegate any of his powers to another employee, this must be done in writing. The Act allows for the Chief Executive Officer to place conditions on any delegations if he desires. The powers cannot, however, be further sub-delegated.

The purpose of this document is to detail which authorities have been delegated by Council to the Chief Executive Officer, and which the Chief Executive Officer has further delegated to respective staff. The manual details the related document(s) where the power to delegate is derived from, which includes legislation and policies of the Council. This enables easier cross referencing.

2. Limits on Delegations to the CEO

The following are decisions that can not be delegated to the Chief Executive Officer:

- Any power or duty that requires a decision of an absolute majority or 75% majority of the local government;
- Accepting a tender which exceeds an amount determined by the local government;
- Appointing an auditor
- Acquiring or disposing of any property valued at an amount determined by the local government;
- Any of the local government's powers under Section 5.98, 5.99 and 5.100 of the Act;
- Borrowing money on behalf of the local government;
- Hearing or determining an objection of a kind referred to in Section 9.5;
- Any power or duty that requires the approval of the Minister or Governor; or
- Such other duties or powers that may be prescribed by the Act.

3. Register of, and Records Relevant to, Delegations

A register of delegations, being this manual, relevant to the Chief Executive Officer and other employees is to be kept and reviewed at least once every financial year. If a person is exercising a power or duty that they have been delegated, the Act requires them to keep necessary records to the exercise of the power or discharge of the duty. The written record is to contain:

- How the person exercised the power or discharges the duty;
- When the person exercised the power or discharged the duty; and
- The persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty.

All employees with delegated authority will be issued with a register where a record of each occasion the persons exercises their delegated authority is recorded. The onus is on the person exercising delegated authority to ensure that a record is made.

4. Transfer of Authority Due to Absence

Where an Officer not named has been appointed by Council or by an Officer authorised to make the appointment to act in a position to which the named Officer is appointed, the authority shall transfer to the Officer acting as appointed, for the duration of Council authorisation.

FINANCE

01 PAYMENTS FROM TRUST AND MUNICIPAL FUNDS

Function to be performed: To make payments from the Municipal Fund Bank Accounts and the Trust Fund Bank Accounts for payment of creditors and payroll.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power/duty to the following Officers.

Payments made by Cheque require two authorisations being from the following:

- Chief Executive Officer and Finance Manager
- Chief Executive Officer and Governance Officer
- Chief Executive Officer and a Councillor
- Finance Manager and a Councillor.
- Governance Officer and a Councillor

Electronic Transfer or Direct Deposits require two authorised persons (subject to National Australia Bank's online banking security protocols) being:

- Chief Executive Officer
- Finance Manager
- Governance Officer

Conditions: Compliance with Regulations 12 and 13 of the Local Government (Financial Management) Regulations 1996 and Council policies.

Each payment from the Municipal Fund Bank Accounts and the Trust Fund Bank Accounts is to be noted on a list compiled each month showing:

- 1) The payee's name
- 2) The amount of the payment
- 3) The date of the payment
- 4) Sufficient information to identify the transaction

Record of Use: The list referred to above is to be presented to the Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference:	s5.42 & s5.44 – Local Government Act 1995 Local Government (Financial Management) Regs 1996
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017
Date Reviewed and Amended:	20 September 2017

02 PURCHASE ORDER AUTHORISATION

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to sign Purchase Orders for items contained within the current budget.

This delegation includes authorisation for the CEO to accept a tender for purchase up to an amount of \$150,000 (Local Government Act 1995 section 5.43 (b)).

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power/duty to the following Officers:

Level 1 - Chief Executive Officer
 Level 2 – Finance Manager
 Level 2 – Works Supervisor
 Level 2 – Governance Officer
 Level 3 - Community Development Officer
 Level 4 – Nil

Conditions: Limits on amounts:

- a) Level 1 - \$150,000 excluding the purchase of freehold land and real estate.
- b) Level 2 - up to \$10,000 excluding the purchase of freehold land and real estate.
- c) Level 3 - Within area of responsibility up to a maximum of \$500 excluding Capital items.
- d) Level 4 - Within area of responsibility up to a maximum of \$200 excluding Capital items.

Record of Use:

- Duplicate of Purchase Order to be handed to Finance Manager
- Triplicate stored in original Purchase Order Book. Completed Order Books to be returned to Governance Officer for archiving.
- Register to be kept of Purchase Order Books issued and returned.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 Local Government Act 1995

Council Policy: Policy 3007 – Purchasing Policy

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
15 February 2017
20 September 2017

Date Reviewed and Amended: 17 May 2017

03 INVESTMENTS

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to

1. Invest money held in the Municipal or Trust Funds that is not required for the time being for any purpose in accordance with Part III of the Trustees Act 1962 or in an investment approved by the Minister.
2. To establish and document internal control procedures to be followed to ensure control over the investments.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power and power to the Finance Manager for renewals and reinvestments in the same type of investments already approved by the Chief Executive Officer.

Conditions:

- 1) The establishing of documental internal control procedures to be followed to ensure control over the investments.
- 2) Compliance with Clause 19(2) Local Government (Financial Management) Regulations 1996
- 3) Council Policy 3002 - Investments.

Record of Use: Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42, S5.44 & S6.14 Local Government 1995
Financial Management Regulations 1996
Trustees Act 1962
Council Policy 3002 - Investments

Council Policy: 3002 - Investments

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
17 May 2017
20 September 2017

Date Reviewed and Amended: 15 February 2017

04 POWER TO WAIVE OR WRITE OFF DEBTS

Function to be performed: Function to be performed for the purposes of section 6.12 (1) (b) & (c) of the Local Government Act 1995, the Chief Executive Officer is delegated the power to approve the waiver or write off of an amount of money not exceeding \$100.00 which, in the Chief Executive Officer's opinion, is unrecoverable subject to all such waivers and write offs being subsequently notified to Council.

Delegated to: Chief Executive Officer

On delegated to

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power/duty to the Finance Manager with written approval from the Chief Executive Officer.

Conditions: Report to Council at the next Concept Forum Meeting.

Record of Use:

- Concept Forum Notes.
- Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 & 5.44 Local Government Act 1995

Council Policy: 3006 – Debt Collection

Date Adopted: 18 June 2014

Date Reviewed:

- 18 June 2014
- 17 June 2015
- 16 December 2015
- 19 October 2016
- 17 May 2017
- 20 September 2017

Date Reviewed and Amended: 15 February 2017

05 RATE BOOK**Function to be performed:**

Council delegates its authority and power to the Chief Executive Officer for the performance of the following functions of Council:-

1. The discharge of the obligations specified in Section 6.39(1) of the Local Government Act 1995.
2. The service of Notices of Valuation and Rates referred to in Section 6.41(1) of the Local Government Act 1995.
3. The time allowed for the payment of the rate before it becomes in arrears 6.50(2) of the Local Government Act 1995.
4. The powers conferred in Section 6.40 of the Local Government Act 1995.
5. The exercise of discretion in regard to granting of any extension of time for service of objections to the Rate Book 6.76(4) of the Local Government Act 1995.
6. The recovery of rates by complaint or action pursuant to the provisions of 6.56 and 6.64 of the Local Government Act 1995.
7. Entering into an agreement in accordance with 6.49 of the Local Government Act 1995.
8. Requiring a lessee to pay rent to the Council in satisfaction of rates and service charges due and payable in accordance with 6.60(2) of the Local Government Act 1995.

Delegated to:

Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.42/5.44 of the Local Government Act, 1995, has delegated this power/duty to the Finance Manager.

Conditions:

Nil.

Record of Use:

Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference:

S5.42 & S5.42 Local Government Act 1995

Council Policy:	3006.1 – Debt Collection - Rates
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 17 May 2017 20 September 2017
Date Reviewed and Amended:	15 February 2017

06 MINOR DONATIONS – MONETARY

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to approve minor donations of \$100 or less.

Delegated to: Chief Executive Officer

On delegated to: N/A.

Conditions:

- Subject to Council Policy 3004 – Donations.
- Report to Council at the next Concept Forum Meeting.
- All donations to be by cheque or bank transfer only.

Record of Use:

- Concept Forum Notes.
- Record to be kept on appropriate file and payment voucher.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 Local Government Act 1995.

Council Policy: 3004 - Donations

Date Adopted: 18 June 2014

Date Reviewed:

- 18 June 2014
- 17 June 2015
- 16 December 2015
- 19 October 2016
- 15 February 2017
- 17 May 2017
- 20 September 2017

Date Reviewed and Amended: 18 June 2014

42 DEBT RECOVERY ACTION

Function to be performed: To collect all monies owing to the Shire of Mingenew in a timely and cost effective manner.

Delegated to: Chief Executive Officer

On delegated to: N/A.

Conditions: Compliance with the Local Government Act 1995, s5.46(3)

Record of Use: In line with requirements of the Local Government Act 1995, s.5.46(3)

Reference: S5.42, s5.44 & s5.45 - Local Government Act 1995.
Local Government (Financial Management) Regs 1996

Council Policy: 3006 - Debt Collection

Date Adopted: 15 October 2014

Date Reviewed: 17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017

Date Reviewed and Amended: 15 October 2014

STAFF**07 STAFF HOUSING**

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to make all arrangements in regard to occupancy and maintenance of all staff accommodation provided by Council in accordance with Council Policy.

For the purpose of S5.43 (d) of the Local Government Act 1995 the amount determined by the local Government for the purpose of this delegation is a maximum of \$300 per week rental exclusive of utilities and subject always to council policy.

Delegated to: Chief Executive Officer

On delegated to: N/A

Conditions:

- 1) In exercising this delegation, the Chief Executive Officer shall have regard to Council Policy Manual, Section 5000 – Housing.
- 2) This delegation not to be on delegated

Record of Use: In accordance with Shire of Mingenew's Rental Agreement – Agreements to be kept on Personnel files.

Reference: S5.42 Local Government Act 1995.

Council Policy:

- 5001 – Allocation of Staff Housing
- 5002 – Residential Rentals / Leases
- 5003 – Telephones in Council and Staff Houses
- 5004 – Water Charges in Staff Housing (Council Owned)
- 5005 – Water Charges for Staff (Occupying Non - Council Property)
- 5006 – Water Charges for Non - Staff Persons Occupying Council Property
- 5007 – Reimbursement of Utility Charges

Date Adopted: 18 June 2014

Date Reviewed:

- 18 June 2014
- 17 June 2015
- 16 December 2015
- 19 October 2016
- 15 February 2017
- 20 September 2017

Date Reviewed and Amended: 17 May 2017

08 CONFERENCES, SEMINARS AND TRAINING COURSES

Function to be performed:	<p>Section 5.41 (g) of the Local Government Act 1995 provides that it is a CEO's function to "be responsible for the employment, management, supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees)."</p> <p>Council acknowledges that this function includes the authority and power to approve the attendance of Council staff at conferences, seminars and training courses. Attendance is to enhance the professional or occupational development of the officer, provide benefits to the individual or the Council and be relevant to the duties and responsibilities of the officer.</p>
Delegated to:	Chief Executive Officer.
On delegated to:	N/A.
Conditions:	<ol style="list-style-type: none"> 1) In exercising this function, the Chief Executive Officer shall have regard to Council Policy 4006 – Professional Development. 2) This function is not to be on delegated
Record of Use:	Conference, Seminar or Training outcome documentation to be kept on Personnel Files
Reference:	S5.42 Local Government 1995.
Council Policy:	<p>4006 – Professional Development</p> <p>4006.1 – Payment of Expenses</p>
Date Adopted:	18 June 2014
Date Reviewed:	<p>18 June 2014</p> <p>17 June 2015</p> <p>16 December 2015</p> <p>19 October 2016</p> <p>15 February 2017</p> <p>17 May 2017</p> <p>20 September 2017</p>
Date Reviewed and Amended:	18 June 2014

ADMINISTRATION

09 LIQUOR – SALE AND CONSUMPTION (COUNCIL PROPERTY)

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to approve applications for the sale of liquor from property under the care, control and management of Council and to approve applications to consume liquor on property under the care, control and management of Council.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power to the Finance Manager

Conditions: In exercising this delegation, the Chief Executive Officer shall have regard to the provisions of the appropriate State Legislation regarding consumption and sale of liquor and shall, when appropriate, consult with local Police.

Record of Use: Applications and approvals to be kept in Filing System.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 Local Government 1995

Council Policy: 6002 – Hall & Recreation Centre Hire

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
17 May 2017
20 September 2017

Date Reviewed and Amended: 15 February 2017

10 CONTRACT VARIATIONS

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to approve minor variations to contracts entered into by Council.

Delegated to: Chief Executive Officer

On delegated to: N/A.

Conditions:

- Monetary variations to contracts are not to exceed the amount set aside in the budget adopted by Council.
- Report to Council at the next Concept Forum Meeting

Record of Use:

- Record to be kept on appropriate file and Contract Register.
- Concept Forum Notes.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 & S5.44 Local Government 1995

Council Policy: N/A.

Date Adopted: 18 June 2014

Date Reviewed:

- 18 June 2014
- 17 June 2015
- 16 December 2015
- 19 October 2016
- 15 February 2017
- 17 May 2017
- 20 September 2017

Date Reviewed and Amended: 18 June 2014

11 LEGAL ADVICE

Function to be performed: Council acknowledges that section 5.41(d) provides that it is a CEO's function to "manage the day to day operations of the local government". This function includes seeking legal advice when required or deemed necessary or appropriate. The CEO therefore has the authority and power to obtain from an appropriate solicitor or lawyer, such legal advice and opinions as is deemed necessary in the exercise of the proper and prudent management of the Municipality.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.41 of the Local Government Act, 1995, has delegated this power to the Finance Manager subject to a limit of \$2,000 expenditure (Exc GST) on each particular issue and after consultation with the CEO.

Conditions: Subject to provisions being made in the adopted Budget and Council Resolutions.

Record of Use: Retention of Confidential File copy of relevant correspondence in safe or where confidentiality is not an issue, filing of all relevant documents in the Council filing system.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.41, 5.42 & S5.44 Local Government Act 1995

Council Policy: N/A

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
17 May 2017
20 September 2017

Date Reviewed and Amended: 15 February 2017

12 ENFORCEMENTS AND LEGAL PROCEEDINGS

Function to be performed:	<ol style="list-style-type: none"> 1) To appoint persons or classes of person to be authorised for the purposes of performing particular functions in regard to the enforcement of laws. 2) To issue to each person authorised to enforce laws a certificate stating that the person is so authorized and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorized person. 3) To extend the time period within which infringement notices may be paid (S9.19 of the Act) 4) Use discretion to withdraw any infringement notice issued by an Authorised Office under the Act, following consideration of any submissions of special circumstances relating to it received from the Authorised Office, the notice recipient or other persons (S9.20 of the Act)
Delegated to:	Chief Executive Officer
On delegated to:	N/A.
Conditions:	Compliance with: Local Government Act 1995, S9.23 Dog Act 1976 Bush Fire Act 1954 Health Act 1911 Miscellaneous Provisions Act 1960
Record of Use:	Retention of File copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	<ul style="list-style-type: none"> - S5.42, S5.44, S9.10, S9.19, S9.20 and S9.23 Local Government Act 1995 - Section 44.9 Miscellaneous Provisions Act 1960
Council Policy:	N/A.
Date Adopted:	18 June 2014
Date Reviewed:	17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

13 EXPENDITURE PRIOR TO ADOPTION OF BUDGET

Function to be performed: The Chief Executive Officer is delegated authority to authorise operating expenditure and appropriate capital expenditure that is:

- is of a routine nature and/or;
- was a budgeted expense in the previous financial year and is likely to be carried forward.

from the Municipal Fund prior to the adoption of the annual budget.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Finance Manager and Works Supervisor subject in both cases to a limit of \$5,000 on any one supply/purchase and excluding capital items.

Conditions: Nil.

Record of Use: Retention of documentation involved

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: S5.42 Local Government Act 1995

Council Policy: N/A

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
15 February 2017
20 September 2017

Date Reviewed and Amended: 17 May 2017

14 CERTAIN THINGS TO BE DONE IN RESPECT OF LAND

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer to issue notices pursuant to Section 3.25 of the Local Government Act 1995.
Delegated to:	Chief Executive Officer
On delegated to:	N/A.
Conditions:	<ol style="list-style-type: none">1. Subject to the express provisions contained in the applicable Act, Council's Resolutions and Policies.2. Applicant being advised of objections and/or appeal rights.
Record of Use:	Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	S3.25 Local Government Act 1995
Council Policy:	N/A.
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

15 IMPOUNDING GOODS – AUTHORISED EMPLOYEE**Function to be performed:**

The Chief Executive Officer is delegated authority to:

1. Authorise an employee in accordance with Section 3.39 to remove and impound any goods that are involved in a contravention that can lead to impounding;
2. Take appropriate action in respect to impounded non perishable goods in accordance with Section 3.42;
3. Give notice in accordance with Section 3.44 to collect goods;
4. Refuse to allow goods to be collected until all costs have been paid in accordance with Section 3.46;
5. Take action to recover expenses in accordance with Section 3.48

Delegated to:

Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Environmental Health Officer and Ranger & Emergency Services Officer.

Conditions:

Subject to the express provisions contained in the Local Government Act 1995 and Local Government (Functions and General) Regulations 1996, Pt 6.

Record of Use:

Report to Council.

Reference:

Local Government 1995 Act (As Amended) – S5.42
Local Government 1995 Act – Sections 3.39, 3.42, 3.44, 3.46 and 3.48

Council Policy:

N/A

Date Adopted:

18 June 2014

Date Reviewed:

18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended:

18 June 2014

16 SALE OF IMPOUNDED/SEIZED/CONFISCATED VEHICLES, ANIMALS OR GOODS

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer to dispose of any vehicles, animals or goods that have been impounded/seized/confiscated under the provisions of Section 3.47 and 3.58 of the Local Government Act 1995.
Delegated to:	Chief Executive Officer
On delegated to:	N/A
Conditions:	<ol style="list-style-type: none"> 1. The Chief Executive Officer may dispose of the above only after calling public tenders in accordance with Part 4 of the Local Government (Functions and General) Regulations. 2. The Chief Executive Officer is authorised pursuant to Section 5.43(B) of the Local Government Act 1995 to accept any tender up to the value of \$5,000. 3. Tenders for amounts exceeding \$5,000 shall be referred to the Council for consideration.
Record of Use:	Report to Council at the next Concept Forum Meeting.
Reference:	Local Government Act 1995 – S3.47, S3.58, S5.42 & S5.43. Local Government (Functions and General) Regulations, Pt 4.
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

17 PROCEEDINGS UNDER DOG ACT

Function to be performed: In accordance with Section 44 of the Dog Act 1976, the Chief Executive Officer is delegated authority to institute and carry on proceedings in the name of the Shire of Mingenew in respect to offences alleged to have been committed within the district of the Shire of Mingenew against the Dog Act.

This delegation also enables the Chief Executive Officer to issue infringement notices pursuant to the provisions of Section 29 of the Dog Act 1976.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power/duty to the Ranger & Emergency Services Officer.

This delegation not to be on delegated.

Conditions: Nil.

Record of Use: Report to Council at the next Concept Forum Meeting.

Reference: Dog Act 1976 – S.44 & S.29

Council Policy: N/A

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

18 OPENING FENCES AND GATES

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer to approve the opening of fences and the erection of gates on road surveys on both boundary and internal fencing of properties.
Delegated to:	Chief Executive Officer
On delegated to:	N/A
Conditions:	<ul style="list-style-type: none">- In any circumstances considered controversial, the applications are to be referred to Council.- All requirements of Section 3.36 to be applied
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	<ul style="list-style-type: none">- Local Government Act 1995, S3.36- Provisions of the Local Government Act 1995, Schedule 3.2
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

19 OFFENCES – BUSH FIRES ACT**Function to be performed:**

The Chief Executive Officer is delegated authority to consider allegations of offences alleged to have been committed against the Bush Fires Acts within the district of the Shire of Mingenew and if the Chief Executive Officer thinks fit, to institute and carry out proceedings in the name of Mingenew Shire Council against any person alleged to have committed any of those offences. This delegation extends to the issue of infringement notices in accordance with the provisions of Section 59A of the Bush Fires Act 1954.

Delegated to:

Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority, under Section 5.44 of the Local Government Act, 1995, has delegated this power/duty to the Ranger & Emergency Services Officer.

Conditions:

Report to Council at the next Concept Forum Meeting.

Record of Use:

Retention of file copy of relevant correspondence and / or infringement notice.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference:

Bush Fires Act 1954 – S.59(3)

Council Policy:

N/A

Date Adopted:

18 June 2014

Date Reviewed:

18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended:

18 June 2014

20 BURNING – VARIATION TO RESTRICTED AND PROHIBITED BURNING

Function to be performed:	That pursuant to Section 17 (10) and 18 (5) of the Bush Fires Act, the Shire President and Chief Executive Officer, in consultation with the Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officers are delegated authority jointly, the Council's powers and duties under the Bush Fires Act 1954 in respect to varying the prohibited burning times and the restricted burning times.
Delegated to:	Chief Executive Officer and Shire President
On delegated to:	N/A.
Conditions:	Nil
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Bush Fires Act 1954 – S.17(10) & S.18(5)
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

ENGINEERING

21 TRAFFIC REGULATORY SIGNS

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to install appropriate traffic regulatory signs at such places as the Chief Executive Officer considers necessary.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Works Supervisor.

Conditions:

- Approval of Main Roads and other Statutory bodies to be gained where relevant.
- All signs to be in accordance with relevant legislation, guidelines and standards.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 (As Amended) – S5.42

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed:

- 18 June 2014
- 17 June 2015
- 16 December 2015
- 19 October 2016
- 15 February 2017
- 17 May 2017
- 20 September 2017

Date Reviewed and Amended: 18 June 2014

22 EVENTS ON ROADS – CLOSING OF THOROUGHFARE

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to determine applications for the temporary closure of roads for the purpose of conducting events in accordance with the Road Traffic (Events on Roads) Regulations 1991.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Works Supervisor.

Conditions: The Officer shall have regard to Section 3.50 of the Local Government Act 1995.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 – S3.50 & S5.42
Road Traffic (Events on Roads) Regulations 1991

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

23 CERTAIN THINGS TO BE DONE BY OWNERS OR OCCUPIERS OF LAND

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer, to take what action is deemed necessary in achieving the purpose for which a notice was given pursuant to Section 3.25 and 3.26 of the Local Government Act from persons who failed to comply with the said notice and for the recovery of costs.
Delegated to:	Chief Executive Officer
On delegated to:	N/A
Conditions:	Nil.
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Local Government Act 1995 S5.42 & S3.25 Local Government Act 1995, Schedule 3.1 - Division 1 Local Government Act 1995, Schedule 3.1 - Division 2
Council Policy:	Nil
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

24 NOTIFICATION TO AFFECTED OWNERS ABOUT PROPOSALS

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer to ensure the requirements of Section 3.51 of the Local Government Act 1995, are observed relating to affected land owners of land works being notified of proposals and allowed a reasonable time to make submissions in order that such may be considered.
Delegated to:	Chief Executive Officer
On delegated to:	N/A
Conditions: Regulations 1996.	Compliance the Local Government (Functions and General)
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Local Government Act 1995, S5.42 & S3.51(3) Local Government (Functions & General) Regulations 1996
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

25 ENSURING PUBLIC ACCESS MAINTAINED

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to ensure that when works are carried out associated with the fixing or altering the level of or alignment of a public thoroughfare to ensure that access by vehicle to land adjoining the thoroughfare can be reasonably provided.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Works Supervisor.

Conditions: Compliance the Local Government (Functions and General) Regulations 1996 and all other relevant legislation.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 – S5.42, S3.49, S3.50 & S3.51
Local Government (Functions & General) Regulations 1996

Council Policy: N/A

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

26 POWERS OF ENTRY ONTO LAND

Function to be performed:	Council delegates its authority and power to the Chief Executive Officer to undertake the functions and duties required under Part 3 - Subdivision 3 - (Power of Entry) of the Local Government Act 1995 in respect of Section 3.39 - Appointment of Authorised Persons for the purpose of removing and impounding goods that are involved in the contravention which can lead to impounding. Section 3.40 - Removal of Vehicle and impounding of goods by an authorised person. Section 3.42 - Action required in respect to impounding of non-perishable goods. Section 3.44 - The Issue of Notices regarding collection of goods if not confiscated. Section 3.46 - Withholding of goods pending payment of costs. Section 3.47 - The Disposal of confiscated goods. Section 3.48 - Recovery of Costs incurred in the impounding exercise.
Delegated to:	Chief Executive Officer
On delegated to:	N/A
Conditions:	Compliance with the Local Government (Functions and General) Regulations 1996.
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Local Government Act 1995 (As Amended) – S5.42, S3.39, S3.40, S3.44, S3.46 & S3.47 Local Government (Function & General) Regulations 1996
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

27 ROAD CLOSURES - TEMPORARY

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to temporarily close a street or a portion of a street for a period not exceeding 60 days to vehicles in cases of emergency in connection with Council works or by reason of heavy rain, if a street is likely to be damaged by the passage of traffic of any particular class.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Works Supervisor.

Conditions: Compliance with the Local Government (Functions and General) Regulations 1996.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 – S5.42, S3.50 & S3.51
Local Government (Function & General) Regulations 1996
Road Traffic Act 1974

Council Policy: 7007 – Road Closure Policy

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

28 DISPOSAL OF SURPLUS EQUIPMENT, MATERIALS, TOOLS ETC

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to sell, by calling for expressions of interest, holding of a surplus goods sale at Council's depot, or any other fair means, items of surplus equipment, materials, tools etc which are no longer required, or are deemed outmoded or are no longer serviceable.

Delegated to: Chief Executive Officer

On delegated to: N/A

Conditions: This delegation applies only to items with a written down value of less than \$5,000. Any sale organised by the Chief Executive Officer under this delegated authority shall be advertised by placing notices on appropriate notice boards within the Mingenew Township.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government (Miscellaneous Provisions) Act 1960

Council Policy: N/A

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

29 ROAD TRAINS AND EXTRA MASS PERMITS

Function to be performed: The Chief Executive Officer is delegated authority to determine any application recommending approval or refusal, with or without conditions, for referral to MainRoads WA to use road trains and for extra mass permits on any local road within the district. The Chief Executive Officer shall have regard to any Council policy on the issue that may be established from time to time.

Delegated to: Chief Executive Officer

On delegated to

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Works Supervisor.

Conditions: Nil.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 - S5.42

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

TOWN PLANNING & BUILDING

30 BUILDING NOTICES

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to issue notices pursuant to the provisions of the Building Act 2011 and Building Regulations 2012.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power to the Building Surveyor and Planning Officer.

Conditions:

1. Subject to the express provisions contained in the Act, Council's Policies and Resolutions.
2. Applicant being advised of objection and/or appeal rights.

Record of Use: File copies of notices issued.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Building Act 2011
Building Regulations 2012

Council Policy: Policy Manual – Section 9000 – Building Approvals

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 19 October 2016

31 BUILDING LICENCES

Function to be performed:	<p>Council delegates its authority and power to the “Building Surveyor” in accordance with S374 (1b) of the Local Government (Miscellaneous Provisions) Act 1960 in respect of:-</p> <ol style="list-style-type: none"> 1. Approval or refusal of plans and specifications relating to applications for building licences and the authority to issue or refuse building licences, including the authority to impose conditions as appropriate. 2. The authority to extend, for a period not exceeding twelve months, time for an applicant who has been issued a licence, to complete construction. 3. The authority to approve or refuse amended plans and/or specifications including the authority to impose conditions as appropriate.
Delegated to:	Building Surveyor
On delegated to:	N/A
Conditions:	<ol style="list-style-type: none"> 1. Subject to the provisions of the Building Act 2011 and Building Regulations 2012 and subject to the relevant building codes, Local Laws, Council’s Policies and specific Resolutions of Council. 2. Prior to issuing a building licence in respect of an outbuilding which exceeds 75m² in area or 3m in height, the application shall be submitted to Council for consideration. 3. Applicant being advised of objection and/or appeal rights.
Record of Use:	<p>Licences and correspondence issued.</p> <p>Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.</p>
Reference:	Building Act 2011 and Building Regulations 2012
Council Policy:	Policy Manual – Section 9000 – Building Approvals

Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	19 August 2015

32 DEMOLITION LICENCES

Function to be performed: The Chief Executive Officer is delegated authority to approve the issue of a demolition licence Building Act 2011 to take down a building or a part of a building and such licence may be subject to such conditions as the Chief Executive Officer considers necessary for the safe and proper execution of the work.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Building Surveyor.

Conditions: Nil.

Record of Use: Licences and correspondence issued.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Building Act 2011
Building Regulations 2012

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 19 August 2015

33 BUILDING – EXTENSIONS OF TIME TO COMPLETE

Function to be performed:	Council delegates its authority and power to the Building Surveyor in accordance with the Building Act 2011 to approve of an extension of time where it was not possible to complete the building within the period specified in the Building Licence.
Delegated to:	Building Surveyor
On delegated to:	N/A.
Conditions:	Subject to the payment of an additional Building Licence fee calculated in the following manner:- The fee payable is to be in proportion to the extent of the building to be completed for example: <ul style="list-style-type: none"> - if 25% of the building is completed, then 75% of the fee is charged - if 50% of the building is completed, then 50% of the fee is charged - if 75% of the building is completed, then 25% of the fee is charged
Record of Use:	Licences and correspondence issued. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Building Act 2011 Building Regulations 2012
Council Policy:	
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	19 August 2015

34 WORKS – UNLAWFUL

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to issue stop work where a breach of building requirements is considered by the Chief Executive Officer to be of a magnitude sufficient to warrant issue of a notice.

The Chief Executive Officer is to withdraw stop work notices where the breach for which the notice has been issued is corrected to the satisfaction of the Chief Executive Officer.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Building Surveyor.

- Conditions:**
1. Before exercising the authority contained in these delegations, the Chief Executive Officer shall liaise with Council's Building Surveyor.
 2. Subject to the express provisions contained in the Local Government Act 1995, Council's Resolutions and Policies.
 3. Applicant being advised of objections and/or appeal rights.

Record of Use: Notices and correspondence issued.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Building Act 2011
Building Regulations 2012

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 19 August 2015

35 BUILDINGS - DANGEROUS

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to carry out the following functions :-

1. Shore up or otherwise secure the building as well as providing a hoarding or fence around the building to protect the public from danger.
2. Serve written notice upon the owner or the occupier of the building requiring that the building be taken down, secured or repaired.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Building Surveyor.

- Conditions:**
1. Before exercising the authority contained in this delegation the Chief Executive Officer shall liaise with Council's Building Surveyor.
 2. Subject to the express provisions contained in the Local Government Act 1995 and Council's Policies and Resolutions.
 3. Applicant being advised of objections and/or appeal rights.

Record of Use: Certificates, notices and correspondence issued.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Building Act 2011
Building Regulations 2012

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 19 August 2015

36 CERTIFICATES OF CLASSIFICATION

Function to be performed: The Chief Executive Officer is delegated authority to issue Certificates of Classification of Buildings in accordance with the Building Act 2011.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Building Surveyor.

Conditions: Nil.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Building Act 2011

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed:
 18 June 2014
 17 June 2015
 16 December 2015
 19 October 2016
 15 February 2017
 17 May 2017
 20 September 2017

Date Reviewed and Amended: 19 August 2015

37 DANGEROUS EXCAVATION IN OR NEAR PUBLIC THOROUGHFARES

Function to be performed:	The Chief Executive Officer is delegated authority to take all appropriate action in accordance with Local Government (Uniform Local Provisions) Regulation No. 11 to remove, or have removed, any dangerous excavation in a public thoroughfare or land adjoining a public thoroughfare
Delegated to:	Chief Executive Officer
On delegated to:	N/A.
Conditions:	Nil.
Record of Use:	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.
Reference:	Local Government Act 1995 – S5.42
Council Policy:	N/A
Date Adopted:	18 June 2014
Date Reviewed:	18 June 2014 17 June 2015 16 December 2015 19 October 2016 15 February 2017 17 May 2017 20 September 2017
Date Reviewed and Amended:	18 June 2014

38 DEVELOPMENT APPLICATIONS - ADVERTISING

Function to be performed: The Chief Executive Officer is delegated authority to advertise development applications for public comment where the Chief Executive Officer considers such applications should have public comment prior to consideration by Council and to make available from Council's files information regarding the development application so as the public are in a position to make a proper assessment.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Planning Officer.

Conditions: Nil.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Local Government Act 1995 – S3.36
Town Planning Scheme No3

Council Policy: Nil

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

HEALTH**39 HEALTH ACT – NOTICES AND ORDERS**

Function to be performed: Council delegates its authority and power to the Chief Executive Officer to exercise and discharge all of the following powers and functions under the Health Act 2016 (as amended):-

1. The forming of opinions and making of declarations.
2. The grant and issue of licences, permits, certificates and approvals.
3. The issue of notices, orders and requisitions and the carrying out and putting into effect of notices, orders and requisitions.
4. The ordering and authorisation of legal proceedings for breaches of the Act and all Regulations, Local Laws and Orders made thereunder.

Delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Environmental Health Officer.

On delegated to: No on delegation permitted.

Conditions:

1. Subject to the provisions of the Health Act, Local Laws and Council Policies.
2. Applicant being advised of objections and/or appeal rights.
4. Detailed report to Council monthly.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Health Act 2016

Council Policy: Nil.

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

40 TREATMENT OF SEWERAGE AND DISPOSAL OF LIQUID WASTE

Function to be performed: Pursuant to the provisions of the Health Act 1911 Chief Executive Officer is hereby appointed and authorised to exercise and discharge powers and functions conferred on local government for the purpose of Regulations 4 of the Health (Treatment of Sewage & Disposal of Liquid Waste) Regulations 1974.

Delegated to: Chief Executive Officer

On delegated to:

The Chief Executive Officer in exercising authority under section 5.44 of the Local Government Act 1995, has delegated this power and duty to the Environmental Health Officer.

Conditions: Nil.

Record of Use: Retention of file copy of relevant correspondence.

Records to be kept under the provisions of **General Disposal Authority for Local Government Records** Legislation.

Reference: Health Act 2016

Council Policy: N/A.

Date Adopted: 18 June 2014

Date Reviewed: 18 June 2014
17 June 2015
16 December 2015
19 October 2016
15 February 2017
17 May 2017
20 September 2017

Date Reviewed and Amended: 18 June 2014

41 AUTHORISED PERSONS

Function to be performed:	<p>Council appoints the Chief Executive Officer and the Environmental Health Officer under Section 17(1) of the Caravan Parks & Camping Grounds Act 1995 to be an authorised person for the purpose of the Act.</p> <p>Council appoints the Chief Executive Officer and the Environmental Health Officer to issue infringement notices and appoints the Chief Executive Officer to withdraw notices under Section 23(1) of the Caravan Parks and Camping Grounds Act 1995</p>
Delegated to:	Chief Executive Officer and Environmental Health Officer
On delegated to:	N/A.
Conditions:	Nil.
Record of Use:	<p>Notices and correspondence issued.</p> <p>Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records</u> Legislation.</p>
Reference:	Caravan Parks and Camping Regulations 1997
Council Policy:	N/A.
Date Adopted:	18 June 2014
Date Reviewed:	<p>18 June 2014</p> <p>17 June 2015</p> <p>16 December 2015</p> <p>19 October 2016</p> <p>15 February 2017</p> <p>17 May 2017</p> <p>20 September 2017</p>
Date Reviewed and Amended:	18 June 2014

Delegation 41 - End of Register

SUMMARY OF DELEGATIONS

Chief Executive Officer

Section	No.	Delegation Title
Finance	01	Payments from Trust and Municipal Funds
Finance	02	Purchase Order Authorisation
Finance	03	Investments
Finance	04	Power to Waive or Write Off Debts
Finance	05	Rate Book
Finance	06	Minor Donations
Finance	42	Debt Recovery Action
Staff	07	Staff Housing
Staff	08	Conferences, Seminars and Training Courses
Administration	09	Liquor – Sale and Consumption (Council Property)
Administration	10	Contract Variations
Administration	11	Legal Advice
Administration	12	Enforcements and Legal Proceedings
Administration	13	Expenditure Prior to Adoption of Budget
Administration	14	Certain things to be done in Respect of Land
Administration	15	Impounding Goods – Authorised Employee
Administration	16	Sale of Impounded/Seized/Confiscated Vehicles, Animals or Goods
Administration	17	Proceedings under Dog Act
Administration	18	Opening Fences and Gates
Administration	19	Offences – Bush Fires Act
Administration	20	Burning – Variation to Restricted and Prohibited Burning
Engineering	21	Traffic Regulatory Signs
Engineering	22	Events on Roads – Closing of Thoroughfare
Engineering	23	Certain things to be done by Owners or Occupiers of Land
Engineering	24	Notification to Affected Owners About Proposals
Engineering	25	Ensure Public Access Maintained
Engineering	26	Powers of Entry onto Land
Engineering	27	Road Closures – Temporary
Engineering	28	Disposal of Surplus Equipment, Materials, Tools etc
Engineering	29	Road Trains and Extra Mass Permits
Town Planning & Building	30	Building Notices
Town Planning & Building	32	Demolition Licences
Town Planning & Building	34	Works – Unlawful
Town Planning & Building	35	Buildings – Dangerous
Town Planning & Building	36	Certificates of Classification
Town Planning & Building	37	Dangerous Excavation in or near Public Thoroughfares
Town Planning & Building	38	Development Applications – Advertising
Health	39	Health Act – Notices & Orders
Health	40	Treatment of Sewerage and Disposal of Liquid Waste
Health	41	Authorised Persons

Works Supervisor

Section	No.	Delegation Title
Finance	02	Purchase Order Authorisation
Administration	13	Expenditure Prior to Adoption of Budget
Engineering	21	Traffic Regulatory Signs
Engineering	22	Events on Roads – Closing of Thoroughfare
Engineering	25	Ensure Public Access Maintained
Engineering	27	Road Closures – Temporary
Engineering	29	Road Trains and Extra Mass Permits

Finance Manager

Section	No.	Delegation Title
Finance	01	Payments from Trust and Municipal Funds
Finance	02	Purchase Order Authorisation
Finance	03	Investments
Finance	04	Power to Waive or Write Off Debts
Finance	05	Rate Book
Administration	09	Liquor – Sale and Consumption (Council Property)
Administration	11	Legal Advice
Administration	13	Expenditure Prior to Adoption of Budget

Community Development Officer

Section	No.	Delegation Title
Finance	02	Purchase Order Authorisation

Governance Officer

Section	No.	Delegation Title
Finance	01	Payments from Trust and Municipal Funds
Finance	02	Purchase Order Authorisation

Environmental Health Officer

Section	No.	Delegation Title
Administration	15	Impounding Goods – Authorised Employee
Health	39	Health Act – Notices & Orders
Health	40	Treatment of Sewerage and Disposal of Liquid Waste
Health	41	Authorised Persons

Ranger & Emergency Services Officer

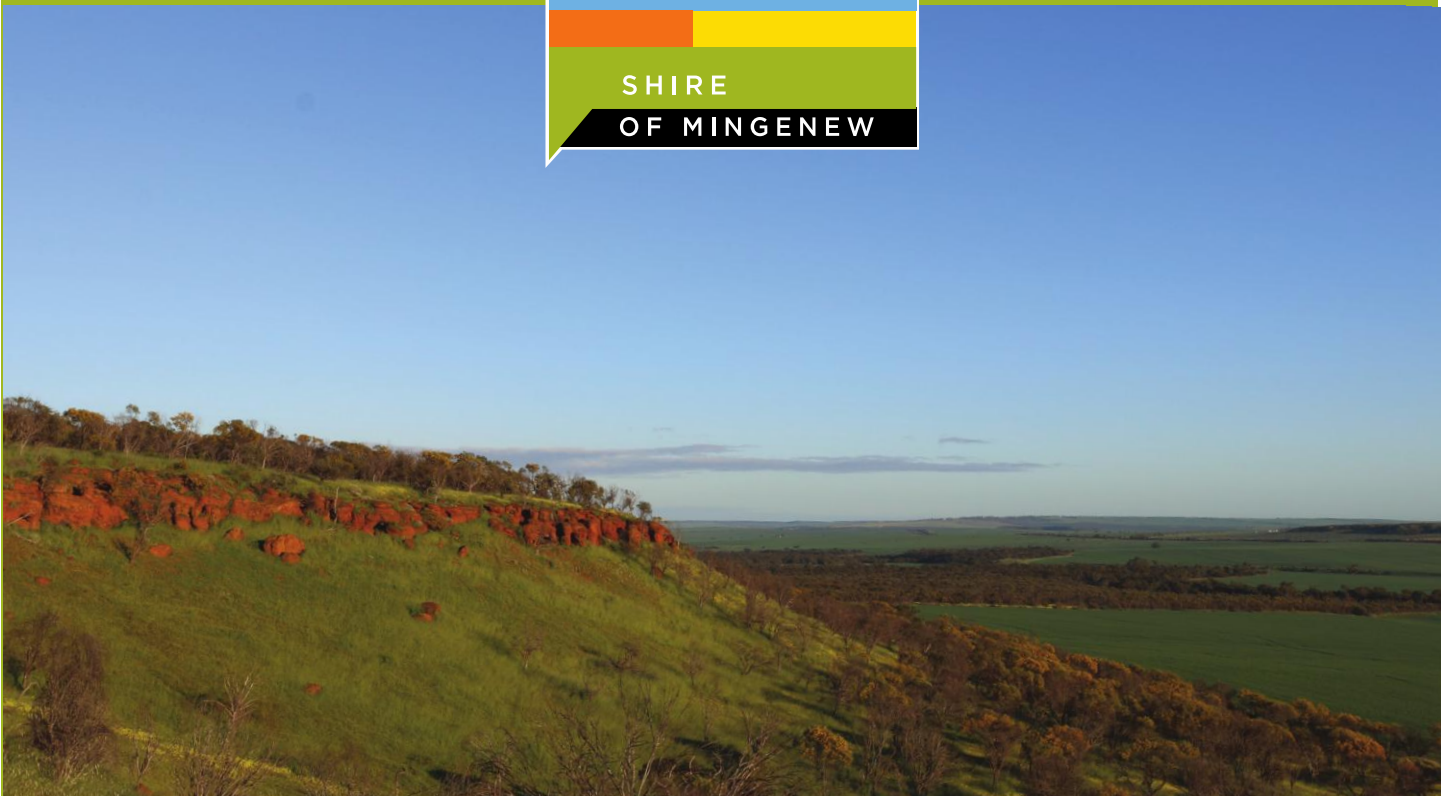
Section	No.	Delegation Title
Administration	15	Impounding Goods – Authorised Employee
Administration	17	Proceedings under Dog Act
Administration	19	Offences – Bush Fires Act

Building Surveyor

Section	No.	Delegation Title
Town Planning & Building	30	Building Notices
Town Planning & Building	31	Building Licences
Town Planning & Building	32	Demolition Licences
Town Planning & Building	33	Building – Extensions of Time to Complete
Town Planning & Building	34	Works – Unlawful
Town Planning & Building	35	Buildings – Dangerous
Town Planning & Building	36	Certificates of Classification

Planning Officer

Section	No.	Delegation Title
Town Planning & Building	30	Building Notices
Town Planning & Building	38	Development Applications – Advertising



REGISTER OF DELEGATED AUTHORITY

Document Approval			
Document Development Officer:		Document Owner:	
Governance Officer		Governance Officer	
Document Control			
File Number - Document Type:			
Synergy Reference Number:			
Meta Data: Key Search Terms	Register of Delegated Authority		
Status of Document:	Administrative Decision: Approved.		
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1.1	COUNCIL	Adopted by Council	
1.3			

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The Purpose of Delegating Authority

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation. This is consistent with the Shire of Mingenew's (the Shire) commitment to a strong customer service focus. The register details the related document(s) where the power to delegate is derived from. This enables easier cross-referencing. This delegated authority register will be reviewed in accordance with the Local Government Act 1995 (the Act) on an annual basis.

Council's Understanding

It is the understanding of council that by delegating its authority it is granting sufficient power to enable the Shire's responsibilities to be fulfilled in a timely, open and accountable manner.

It is the expectation of council that the Chief Executive Officer and other officers will use the delegated authority conferred on them in a manner that aligns with council's values and objectives and they will demonstrate appropriate judgment and accountability in regard to the circumstances and extent of the use of that power.

Legislation

The Local Government Act 1995 allows for a local government to delegate to the Chief Executive Officer (CEO) the exercise of any of its powers or the discharge of any of its duties under the Act except those listed in section 5.43. All delegations made by the council must be by absolute majority decision [s5.42 (1)].

Associated Legislation

Legislation other than the Local Government Act 1995, its regulations and the local government's local laws created under the Act where delegations or authorisations may occur are as follows:-

Building Act 2011	Road Traffic Act 1974
Public Health Act 2016	Road Traffic (Vehicles) Act 2012
Caravan Parks and Camping Grounds Act 1955	
Bush Fires Act 1954	
Planning and Development Act 2005	
Shire of Mingenew Local Planning Scheme No. 3	
Food Act 2008	
Dog Act 1976	
Cat Act 2011	

Delegation by the Chief Executive Officer

The Act allows for the CEO to delegate any of the powers to another employee [s5.44 (1)]. This must be done in writing [s5.44 (2)]. The Act allows for the CEO to place conditions on any delegations [s 5.44 (4)].

A register of delegations relevant to the CEO and other employees is to be kept and reviewed at least once every financial year [s.5.46(1) and (2)]. If a person is exercising a power or duty that they have been delegated, the Act requires that records be kept whenever the delegated authority is used {[s 5.46 (3)]}.

The record is to contain the following information:

- how the person exercised the power or discharged the duty;
- when the person exercised the power or discharged the duty; and
- the persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty {Local Government (Administration) Regulations 1996 Regulation 19.

A person to whom a power is delegated under the Act is considered to be a 'designated employee' under s5.74(b) of the Act and is required to complete a primary and annual return each year.

PART 1

Delegations to the Chief Executive Officer

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Payments from Municipal or Trust Fund		
Authorisation No.:	CD01		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government (Financial Management) Regulations 1996</i> Regulation 12(1)(a) Payments from municipal fund or trust fund, restrictions on making.
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: 1. Incur liabilities and make payments from the municipal fund [r12(1)(a)]

Conditions.

1. Authority is subject to the Local Government Act 1995 and it's associated Regulations.
2. The purchase of freehold land and real estate are to be by Council Resolution.
3. Incurring expenses prior to the adoption of the annual budget is to be limited to capital and operating expenditure that is of routine nature and/or was a budgeted expense in the previous financial year.
4. Verification of a payment and authorization of the same payment cannot be undertaken by the same person.
5. Subject to the following expenditure requirements:

Purchasing Threshold	Quotation Requirement
Up to \$4'999	No quotations are required if the expenditure is approved in the Budget.
\$5'000-\$9'999	Obtain at least one verbal or written quotation from suppliers.
\$10'000-\$39'999	Obtain at least two written quotations
\$40'000-\$149'000	Obtain at least three written quotations
\$150'000	Via tender or tender-exempt process. To be referred to Council for decision.

6. Incurring expenses and applying money to be undertaken in accordance with the Shire's procedures and systems for Purchasing, Legal Representation and Elected Members Entitlements.
7. Procedures are to be administratively reviewed by the CEO for continuing compliance and confirmed as 'fit for purpose' in accordance with [r5(2)(c)] and [r5(1)] of the Local Government (Financial Management) Regulations 1996.
8. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.	1.3.1 Purchasing 1.2.2 Legal Representation 1.1.1 Elected Members Entitlements	Policy No.	1.3.1 Purchasing 1.2.2 Legal Representation 1.1.1 Elected Members Entitlements
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Compliance Links:	<u>Local Government Act 1995</u> Section 9.56- Certain persons protected from liability for wrongdoing <u>Local Government (Financial Management) Regulations 1996</u> Regulation 13- Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Debts, Waiver, Concessions, Write Off and Recovery		
Authorisation No.:	CD02		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 6.12(1)(b) and (c) and (3) - Power to defer, grant discounts, waive or write off debts. Section 6.56- Rate or service charges recoverable in court
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: <ol style="list-style-type: none"> 1. Waive a debt which is owed to the Shire of Mingenew [s6.12(1)(b)]. 2. Grant a concession in relation to money which is owed to the Shire of Mingenew [s6.12(3)]. 3. Write of an amount of money which is owed to the Shire of Mingenew [s6.12(1)(c)] 4. Recover debts

Conditions.

1. The power to waive or write off debt and grant a concession does not apply to debts which are prescribed as debts, that are taken to be a rate or service charge.
2. A debt may only be written off where all necessary measures have been taken to locate / contact the debtor and where costs associated with continued action to recover the debt will outweigh the net value of the debt if recovered by the Shire of Mingenew.
3. Limited to individual debts valued below \$100 or cumulative debts of a debtor valued below \$100. Write off of debts greater than these values must be referred for Council decision.
4. Limited to individual debt concessions of \$100.
5. Debt recovery is to be in accordance with the Shire's Internal Debt Recovery Policy and Procedures and subject to the provisions of the Local Government Act 1995.
6. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.	2.3.2 Debt Collection	Policy No.	2.3.2 Debt Collection
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Compliance Links:	<u>Local Government Act 1995</u> Section 6.12 - Power to defer, grant discounts, waive or write off debts <u>Local Government (Financial Management) Regulations 1996</u> Regulation 26 - Discount, incentive, concession, waiver
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Rates		
Authorisation No.:	CD03		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43- Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 6.41- Service of rate notice Section 6.49- Agreement as to payment of rates and service charges Section 6.56- Rate or service charges recoverable in court Section 6.60- Local Government may require lessee to pay rent Section 6.76- Grounds of objection
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: 1. Issue a rate notice [s6.41] 2. Make an agreement with a person for the payment of rates or service charges [s6.49]. 3. Give notice to a lessee of land in respect of which there is an unpaid rate or service charge, requiring the lessee to pay its rent to the Shire of Mingenew [s6.60]. 4. Recover the amount of the rate or service charge as a debt from the lessee if rent is not paid in accordance with a notice [s6.60]. 5. Extend the time for a person to make an objection to a rate record [s6.76]. 6. Consider an objection to a rate record and either allow it or disallow it, wholly or in part, providing the decision and reasons for the decision in a notice promptly served upon the person whom made the objection [s6.76].
<u>Conditions.</u> 1. Agreements relating to s6.49 must be in writing and must ensure acquittal of the rates or service charge debt before the next annual rates or service charges are levied, otherwise to be referred to Council for it's decision. 2. A delegate who has participated in any matter contributing to a decision related to the rate record, which is the subject of a Rates Record Objection, must not be party to any determination under this delegation. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
Compliance Links:	<u>Local Government Act 1995</u>		

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Expressions of Interest, Tenders and Tender Exempt Procurement		
Authorisation No.:	CD04		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO		
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.57(1) - Tenders for providing goods or services <i>Local Government (Functions & General) Regulations 1996</i> Regulations 11- When tenders have to be publicly invited Regulations 13- Requirements when local government invites tenders though not required to do so. Regulation 14 - Publicly inviting tenders Regulation 18- Rejecting and accepting tenders (note- is not delegation to award a tender) Regulation 20 - Variation of requirements before entry into contract Regulation 21A – Varying a Contract Regulation 21(1) - Limiting who can tender Regulation 23(3) - Rejecting and accepting expressions of interest to be an acceptable tenderer		
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<ol style="list-style-type: none"> 1. Authority to determine when to seek Expressions of Interest and to invite Expressions of Interest for the supply of goods or services [F&G r21]. 2. Authority to consider Expressions of Interest which have not been rejected and determine those which are capable of satisfactorily providing the goods or services, for listing as acceptable tenderers [F&G r23]. 3. Authority to call tenders [F&G r11(1)]. 4. Authority to, because of the unique nature of the goods or services or for any other reason it is unlikely that there is more than one supplier, determine a sole supplier arrangement [F&G r11(f)]. 5. Authority to undertake tender exempt procurement [F&G.r11(2)]. 6. Authority to invite tenders although not required to do so [F&G r13]. 7. Authority to determine in writing, before tenders are called, the criteria for acceptance of tenders [F&G r14(2a)]. 8. Authority to determine the information that is to be disclosed to those interested in submitting a tender [F&G r14(4)(a)]. 9. Authority to vary tender information after public notice of invitation to tender and before the close of tenders, taking reasonable steps to ensure each person who has sought copies of the tender information is provided notice of the variation [F&G r.14(5)]. 10. Authority to evaluate tenders, by written evaluation, and decide which is the most advantageous [F&G r18(4)]. 11. Authority to accept, or reject tenders [in regards to submission of tenders] [r18(2)] 12. Authority to determine that a variation proposed is minor in context of the total goods or services sought through the invitation to tender and to then enter into minor variations with the successful tenderer before entering into a contract [F&G r20(1) and (3)]. 13. Authority to seek clarification from tenderers in relation to information contained in their tender submission [F&G r18(4a)]. 14. If the chosen tenderer is unable or unwilling to form a contract OR the minor variation cannot be agreed with the successful tenderer, so that the tenderer ceases to be the chosen tenderer, authority to choose the next most advantageous tender to accept [F&G 		

	<p>r20(2)]</p> <p>15. Authority to:</p> <ol style="list-style-type: none"> Vary a contract that has been entered into with a successful tenderer, provided the variation does not change the scope of the original contract Exercise an extension option that was included in the original tender specification and contract in accordance with r11(2)(j). [F&G r21A]. <p>16. Authority to accept another tender where within 6-months of either accepting a tender, a contract has not been entered into OR the successful tenderer agrees to terminate the contract [F&G r18(6) & (7)].</p>
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Conditions:

1. May only call tenders where there is an adopted budget for the proposed procurement, with the exception being in the period immediately prior to the adoption of a new annual budget where the proposed procurement is required to fulfil a routine contract related to the day to day operations of the Shire, with an imminent expiry date and the value of the proposed contract has been included in the draft annual budget papers.
2. This delegation is subject to Part 4 Division 2 of the Local Government (Functions & General) Regulations 1996
3. This delegation is to be carried out in accordance with the Shire of Mingenew Internal Purchasing Procedures.
4. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.	1.3.1	Policy No.	1.3.1
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Compliance Links:	<u>Local Government (Functions and General) Regulations 1996</u>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Disposal of Land (Including Buildings) Via Lease or Licence		
Authorisation No.:	CD05		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.58(2) and (3) - Disposing of property
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: <ol style="list-style-type: none">1. Enter into new leases;2. Terminate existing leases;3. Extend leases; and4. Vary existing lease terms for property that the Shire owns or that it controls under a management order which confers the power to lease or licence.
<u>Conditions.</u> <ol style="list-style-type: none">1. Disposal of land and/or property other than by lease or licence requires a Council resolution.2. All <i>new</i> leases for commercial organisations require a Council resolution [excludes renewal].3. Renewals of commercial organisations leases are limited to a maximum term of five years.4. Subject to the requirements of section 3.58 of the Local Government Act 1995.5. In the event an objecting submission is received this delegation does not apply and the proposal is to be presented to Council for consideration.6. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
Notes:			

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Authorised Persons for the Purposes of the Local Government Act 1995		
Authorisation No.:	CD06		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995.</i> Section 3.24- Authorising persons under this subdivision (Part 3, Division 3, Subdivision 2- Certain provisions about land) Section 3.39- Power to remove and impound Section 9.10 – Appointment of authorised persons
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: <ol style="list-style-type: none"> 1. Appoint persons or classes of persons as authorised persons for the purpose of fulfilling Part 3 Division 3 Subdivision 2 of the Local Government Act 1995 [s3.24]; 2. Undertake the powers of an 'authorised person' as prescribed in s3.24, s3.39 and s9.10 of the Local Government Act 1995; 3. Authorise an employee in accordance with Section 3.39 to remove and impound any goods that are involved in a contravention that can lead to impounding; 4. Appoint persons or classes of persons to be authorised to perform certain functions under Part 9 Division 2 and issue them with a certificate stating they are authorised [s9.10]. 5. Appoint and authorise persons to exercise the powers and duties of an authorised person under the Shire's local laws [s9.10].
Conditions. <ol style="list-style-type: none"> 1. A register of Authorised Persons is to be maintained as a Local Government Record. 2. Only persons who are appropriately qualified and trained may be appointed as Authorised persons. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Notes:	<u>Local Government Act and its Regulations</u> <u>Local Government (Miscellaneous Provisions) Act 1960</u> <u>Local Laws made under the Local Government Act. [s.3.24 and s.9.10].</u>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Reserves under Control of Local Government		
Authorisation No.:	CD07		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.54 Reserves under control of a local government
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: 1. Authority to do anything for the purposes of controlling and management land that is vest in or under the management of the Shire [s.3.54(1)].
Conditions. 1. Subject to the local law's of the Shire. 2. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
Notes:			

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Thoroughfares		
Authorisation No.:	CD08		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government (Uniform Provisions) Regulations 1996</i> Regulation 6(4)- Obstruction of public thoroughfare by things placed and left — Sch. 9.1 cl. 3(1)(a) Regulation 9(2) and r9(4). Permission to have gate across public thoroughfare — Sch. 9.1 cl. 5(1) Regulation 11(1) and r11(6)- Dangerous excavation in or near public thoroughfare — Sch. 9.1 cl. 6 Regulation 12(1)- 12. Crossing from public thoroughfare to private land or private thoroughfare — Sch. 9.1 cl. 7(2) Regulation 13(1)- Requirement to construct or repair crossing — Sch. 9.1 cl. 7(3) Regulation 17(5)- Private works on, over, or under public places — Sch. 9.1 cl. 8
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<ol style="list-style-type: none"> 1. Grant permission to place on a specified part of public thoroughfare one or more specified things that may obstruct the public thoroughfare [r6.4] 2. Grant permission including, but not limited to, conditions on the construction, placement and maintenance of the gate or other device across the public thoroughfare [r9(4)]. 3. Grant permission to make or make and leave an excavation of specified dimensions and in a specified way in a specified part of a public thoroughfare or on a specified part of land adjoining a public thoroughfare [r11(4)]. 4. Approve the construction of a crossing giving access from a public thoroughfare to private land or thoroughfare [r12(1)] 5. Issue a notice to the owner or occupier of private land to construct or repair a crossing from a public thoroughfare to the land or a private thoroughfare [r13]. 6. Grant Permission for private works on, over, or under public places [r17(5)].
Conditions. <ol style="list-style-type: none"> 1. Subject to the Local Government Act 1995 and its Regulations. 2. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Closing of Thoroughfares		
Authorisation No.:	CD09		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.44. CEO may delegate powers and duties to other employees
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.50 - Closing certain thoroughfares to vehicles Section 3.50A - Partial closure of thoroughfares for repairs or maintenance Section 3.50(4) - Give local public notice Section 3.51 - Affected owners to be notified of certain proposals (fixing or altering of levels or alignment, or draining water) <i>Road Traffic Act 1974</i> Section 81C(2)(b)- Order for road closure for event, making <i>Road Traffic (Events on Roads) Regulations 1991</i> Regulation 4- Approvals Regulation 9(3)- Erection of barriers, signs and other equipment
Function Delegated:	Authority to: <ol style="list-style-type: none"> 1. Close a thoroughfare managed by the Shire (wholly or partially) for a period of less than four weeks [s3.50(1)]; 2. Close a thoroughfare (wholly or partially) to vehicles or particular classes of vehicles [s3.50(1), (1a) and (2)]. 3. Approve an application for an order for a road closure [for an event] [r4] 4. Waive the payment of all or any of the costs referred to in subregulation (2) [r9(3)].
Conditions. <ol style="list-style-type: none"> 1. Subject to the provisions of Section 3.50 of the Local Government Act 1995. 2. All submissions relating to the closure of roads for <i>an event</i> must not be approved unless presented in the format of Form 1 in Schedule 1 of the <i>Road Traffic (Events on Roads) Regulations 1991</i>. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No:	
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Notes:	Road Traffic Act 1974 s81C. Order for road closure for event, making s81D. Road closure, how effected by local government
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Powers of Entry		
Authorisation No.:	CD10		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.31- General procedure for entering property Section 3.32 - Notice of Entry Section 3.33 - Entry under Warrant Section 3.34 - Entry in an Emergency Section 3.36 - Opening Fences
Function Delegated:	Authority to: 1. Give a notice of entry [s3.32] 2. Execute entry in an emergency. [s3.34] 3. Give notice and effect entry by opening a fence onto private land. [s.3.36]

Conditions.

1. Section 3.36 is limited to those activities that expressly state such authority under Schedule 3.2 of the Local Government Act 1995.
2. Entry under this delegation may be made with such assistants and equipment as are considered necessary for the purpose for which entry is required in accordance with s3.30 of the Local Government Act 1995.
3. Delegation is subject to the provisions in Part 3 Division 3 Subdivision 3 of the Local Government Act 1995
4. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Notes:	<u>Local Government Act and its Regulations</u> <u>Local Government (Miscellaneous Provisions) Act 1960</u> <u>Local Laws made under the Local Government Act. [s.3.24 and s.9.10].</u>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Remove, Impound and Dispose of Property		
Authorisation No.:	CD011		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Local Government Act 1995</i> Section 5.42 - Delegation of some powers or duties to the CEO Section 5.43 - Limitations on delegations to the CEO
Statutory Power delegated:	<i>Local Government Act 1995</i> Section 3.40A- Abandoned vehicle wreck may be taken Section 3.42(1)- Impounded non-perishable goods Section 3.44- Notice to collect goods if not confiscated Section 3.46- Goods may be within until costs paid Section 3.47- Confiscated or uncollected goods, disposal of Section 3.47A- Sick or injured animals, disposal of Section 3.48- Impounding expenses, recovery of Section 3.58- Disposing of property
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: 6. Authorise an abandoned wreck to be impounded [s3.40A]. 7. Give notice in accordance with s3.42 and s3.44 to collect goods 8. Refuse to allow goods to be collected until all costs have been paid in accordance with Section 3.46; 9. Dispose of goods in accordance with the Local Government Act 1995 [s3.47] 10. Recover costs associated with impounding expenses [s3.48] 11. Destroy and dispose of an animal that is determined to be too sick or injured to treat [s3.47A]. 12. Dispose of surplus plant, equipment and material [3.58].

Conditions.

1. Subject to Section 3.58 of the Local Government Act 1995 and Part 4 of the Local Government (Functions and General) Regulations
2. All goods, plant and equipment with a market value of less than \$20'000, in accordance with r30(3) of Local Government (Functions and General) Regulations 1996, must be:
 - I. Advertised for sale in a local newspaper; or
 - II. Donated to suitable not for profit community groups or schools.
 - III. Sold by public auction
 - IV. Offered for sale by public tender [r30]
3. Notwithstanding *CD04 Expressions of Interest, Tenders and Tender Exempt Procurement*, the CEO is authorised to call and except tenders to accommodate the disposal of goods under this delegation provided the total estimated value is below \$20'000.
4. In the absence of any sale being made, the CEO may dispose of any surplus goods, plant and equipment in any manner thought suitably appropriate/ accountable by the CEO [r30(2a) of Local Government (Functions and General) Regulations 1996].
5. This delegation does not apply to the disposal of plant or light vehicles or equipment that is being replaced by a tender process involving trade-in.
6. Subject to Part 3, Division 3 Subdivision 4 of the Local Government Act 1995.
7. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Notes:	<u>Local Government (Functions & General) Regulations 1996</u> r30(3) states: (3) A disposition of property other than land is an exempt disposition if: (a) its market value is less than \$20,000; or (b) it is disposed of as part of the consideration for other property that the local government is acquiring for a consideration the total value of which is not more, or worth more, than \$75000.
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Building Act 2011		
Authorisation No.:	CD12		
Authorisation from:	Council	Authorised to:	Chief Executive Officer City of Geraldton Building Officers acting for the Shire of Mingenew
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Building Act 2011</i> Section 127 - Delegation: special permit authorities and local governments
Statutory Power delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<i>Building Act 2011</i> Section 18- Further information Section 20- Grant of building permit Section 21- Grant of demolition permit Section 22 – Refusal of Permits Section 24- Notice of decision not to grant building or demolition permit Section 27(1)(3)- Conditions imposed by permit authority Section 55- Further Information Section 58(1)(2)(3) Grant of occupancy permit, building approval certificate Section 62(1), (3), (4) and (5) - Conditions imposed by permit authority Section 65(4) - Extension of period of duration Section 93 (2)(d)- Changing building standards, requirements, as to existing buildings Section 96(3), (5) and (6)- Authorised persons Section 99(3)- Limitation on powers of authorised persons Section 110 – Issue Building Orders Section 111- Notice of proposed building order other than building order (emergency) Section 117 – Revoke Building Orders Section 145A- Local government functions <i>Building Regulations 2012</i> Regulation 23 - Application to extend time during which the permit has effect (s32) Regulation 24 - Extension of time during which permit has effect (s32) Regulation 26 - Approval of new responsible person (35) Regulation 40 - Extension of period of duration of time limited occupancy permit or building approval certificate (s65) Regulation 53 - Inspection of barrier to private swimming pool Regulation 55 – Terms used (alternative building solution approval) Regulation 61 – Local Government approval of battery powered smoke alarms.
Function Delegated:	1. Appoint authorised persons: I. To administer the Building Act 2011 (the Building Act) and sign the certificate of appointment. II. Conduct duties as an authorised person pursuant to s96 of the Building Act: 2. Serve Notices: I. To stop unlawful work in accordance with s191 of the Building Act; II. Where a building is deemed to be in a dangerous state, cause it to be shored up or otherwise secured and a proper hoarding or fence to be put up for the protection of the public from danger, and shall cause written notice to be served on the owner or occupier, under s192 of the Building Act; III. On the owner or occupier of a neglected and/or dangerous building, to compel removal in accordance with the Building Act, [s192 & s193] IV. On the owner or occupier of a dilapidated building, to compel renovation in

	<p>accordance with s194 of the Building Act;</p> <p>V. On the owner or occupier of an uncompleted building, in accordance with s195 of the Building Act.</p> <p>3. Permits:</p> <p>I. Approve or refuse a Building Permit [s20];</p> <p>II. Approve or refuse a Demolition Permit [s21]</p> <p>III. Impose, vary or revoke conditions on a building or demolition permit [s27]</p> <p>IV. Extend the time during which a building or demolition permit has effect [s32(3), r24]</p> <p>V. Approve, modify or refuse to approve applications for Granting of an Occupancy Permit and Building Approval Certificate [s58].</p> <p>VI. Approve, modify or refuse to approve applications for an <i>extension of period of duration</i> for a Occupancy Permit and Building Approval Certificate [s65]</p> <p>4. The authority to issue or revoke building orders under section 110 and 117 of the Building Act 2011.</p>
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Conditions.

1. Authorisation (1): Authorised Persons:
 - I. Subject to person being employed by the authorising Local Government under s 5.36 of the LGA 1995, or appointed under contract or other agreement to the Shire of Mingenew.
 - II. Appointed authorised person must hold a current authority card.
 - III. An authorised person, shall on demand by the builder, owner or person apparently in charge thereof, produce his authority to so enter to the person demanding it.
2. Authorisation (2): Serve Notices
 - I. A notice under subsection (3)(III) must inform the person of the person's right of review under section 119.
3. Authorisation (3): Permits are subject to:
 - I. The provisions of the Building Act 2011 and Building Regulations 2012;
 - II. Outbuildings not exceeding 75m² in area or 3m in height.
 - III. Applicant being advised of objection and/or appeal rights.
4. In undertaking the functions of these delegations, Building Surveyors must:
 - I. Be employed by the Shire in accordance with s5.36 of the Local Government Act 1995 or or appointed under contract or other agreement to the Shire of Mingenew.
 - II. Hold the appropriate qualifications as set out under r.6 of the Building Services (Registration) Regulations 2011.
5. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	<p><u>Building Act 2011</u></p> <ol style="list-style-type: none"> 1. Section 17- Uncertified application to be considered by building surveyor 2. Section 23- Time for deciding application for building or demolition permit 3. Section 119- Building and demolition permits- application review by SAT 4. Section 59- Time for granting occupancy permit or building approval certificate 5. Section 60--. Notice of decision not to grant occupancy permit or grant building approval certificate <p><u>Building Regulations 2012</u></p> <p><u>Building Code of Australia</u></p>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Delegations under the Bush Fire Act 1954		
Authorisation No.:	CD13		
Authorisation from:	Council	Authorised to:	Chief Executive Officer Chief Bush Fire Control Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	Bush Fires Act 1954 Section 17(10) - Prohibited burning times Section 48 - Delegation by local governments Section 59(3) - Prosecution of offences
Statutory Power delegated:	Bush Fires Act 1954 Section 17(7) and (8)- Prohibited burning times may be declared by Minister Section 27(3)- Prohibition on use of tractors or engines except under certain conditions Section 33- Local government may require occupier of land to plough or clear fire-break Section 36- Local government may expend moneys in connection with control and extinguishment of bush fires Section 38 - Local government may appoint bush fire control officer Section 59(3) - Prosecution of offences Section 59A(2) Alternative procedure – Infringement notices
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<p>Authority to:</p> <ol style="list-style-type: none"> 1. Vary the prohibited burning times in respect of that year in the district or a part of the district and give notice of the variation to any local government whose district adjoins that district [s17(7), s17(8)] 2. Give notice in writing to an owner/occupier of land to plough, cultivate, scarify, burn or otherwise clear upon the land fire-breaks [s33(1)] 3. At the request and expense of the landowner or occupier, authorise any such works for the removal or abatement of a fire danger [s33(6)] 4. Purchase and maintain appliances, equipment, and apparatus for the prevention, control and extinguishment of bush fires [36(a)] 5. Clear a street, road or reserve vested in the local government of bush and other inflammable material for the purpose of preventing the occurrence or spread of a bushfire [s36(b)] 6. Establish and maintain bush fire brigades as a part of its organisation for the prevention, control, and extinguishment of bush fires [s36(d)] 7. Appoint bush fire control officers under and for the purposes of the Bush Fire Act 1954 and cause notice [s38(1) and s38(2)]. 3. Issue authorised bush fire control officers with a certificate of appointment [s38(2E)] 4. Prohibit the operation in its district of any vehicles and/or equipment. 5. Issue infringement notices and instigate proceedings in the name of the local government against any person alleged to have committed an offence against this Act within the district [s59 and 59A].

Conditions.

1. The Chief Bush Fire Control Officer is delegated the below points only-
 - a) Section 17(7)(8) is delegated to the President and the Chief Bush Fire Control Officer *jointly* and is subject to the provisions of section 17 of the Bush Fire Act 1954 (as per s17[10]).
 - b) Section 27 is delegated to the Chief Bush Fire Officer and subject to local public notice in accordance with s27(3)
2. The CEO is delegated all provisions listed within the delegation with the exception of s17.
3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

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CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	<i>Bush Fires Act 1954</i> s 23(2)(a)- Burning during prohibited burning times- notice s38(2)- Local government may appoint bush fire control officer- Notice s38(2E)- Local government may appoint bush fire control officer- Certificate <i>Bush Fires Regulations 1954</i> <i>Bush Fires (Infringement) Regulations 1978</i>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Powers and Duties under Local Planning Scheme No. 3		
Authorisation No.:	CD14		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Clause 82- Delegations by local government Clause 11.3.1- Shire of Mingenew Local Planning Scheme No. 3
Statutory Power delegated:	<i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Clause 64(3)- Advertising of Applications Clause 66- Consultation with Other Authorities Clause 79(1)- Entry and Inspection Powers Shire of Mingenew Local Planning Scheme No. 3 Clause 9.4.3- Advertising of Applications Clause 10.1- Consultation with Other Authorities Clause 11.1.2- Powers of the Local Government
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Authority to: <ol style="list-style-type: none"> 1. Designate an officer of the local government as an authorised officer for the purposes of (cl11.1.2) 2. Give notice of an application for planning approval (cl9.4.3) 3. Consult with other authorities on behalf of the Local Government (c10.1)
Conditions. <ol style="list-style-type: none"> 1. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
Compliance Links:			

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Authorised Persons- Public Health Act 2016		
Authorisation No.:	CD15		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Public Health Act 2016</i> Section 21- Enforcement agency may delegate
Statutory Power delegated:	<i>Public Health Act 2016</i> Section 24 - Designation of authorised officers
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<ol style="list-style-type: none"> 1. Designate environmental health officers (either as a person or as a class of persons) to be authorised officers for the purposes of the Public Health Act 2016 or another specified Act [s24] 2. Designate a qualified person (either as a person or as a class of persons) who is not an environmental health officer to be an authorised officer for the purposes of the Public Health Act 2016 or another specified Act [s24]
Conditions. <ol style="list-style-type: none"> 1. The appointer of authorised officers who are not environmental health officers must be satisfied they are suitably qualified for the powers and duties they are authorised for and have regard to any guidelines issues by the Department under s 29(1) 2. Certificates of authority must be issued in accordance with section 30 the Public Health Act 2016. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	<i>Public Health Act 2016:</i> Section 30- Certificates of authority Section 18- Chief Health Officer to approve qualifications and experience Delegated Authority Register 2017/18 93 required by environmental health officers Section 25- Certain authorised officers required to have qualifications and experience Section 29- Chief Health Officer may issue guidelines about qualifications and experience of authorised officers Section 27- Lists of authorised officers to be maintained.
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Food Act 2008		
Authorisation No.:	CD16		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Food Act 2008</i> Section 118(2)(b)- Local government (enforcement agency) may delegate a function conferred on it Section 118(3)- Delegation subject to conditions [s119] and guidelines adopted [s120] Section 118(4)- Sub-delegation only permissible if expressly provided in regulations.
Statutory Power delegated:	<i>Food Act 2008</i> Section 65(1)- Prohibition Order Section 66- Certificate of Clearance Section 67(4)- Request for Re-Inspection Section.110- Registration of food business Section.112- Variation of conditions or cancellation of registration of food businesses. Section 122(1)- Appointment of authorised officers Section 123- Certificates of authority Section 126(2) - Infringement notices - designated officers
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<ol style="list-style-type: none">1. Appoint authorised persons to exercise the Powers and duties set out in respect to the Food Act 2008 [122(1)].2. Provide each authorised officer appointed by the Shire with a certificate of authority as an authorised officer [s123]3. Appoint a person to be a Designated Officer for the purposes of the Food Act 2008. [s126(13)] for either issuing infringements or extending, withdrawing or accepting payment for infringements.4. Serve a Prohibition Order on the proprietor of a food business in accordance with s65 of the Food Act 2008 [s65].5. Give a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices [s66].6. Give written notice to proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a certificate of clearance after an inspection [s67(4)].7. Applications for registration of a food business in respect of any premises for the purposes of Part 9 of the Food Act 2008 and issue a certificate of registration [s110(1)].8. After considering an application, to grant (with or without conditions) or refuse the application [s110(5)].9. To vary the conditions or cancel the registration of a food business in respect of any premises under Part 9 of the Food Act 2008 [s112(1)].
<u>Conditions.</u> <ol style="list-style-type: none">1. Certificates of authority must be issued in accordance with section 123 of the Food Act 20082. Infringement notices must be issued in accordance with section 126 of the Food Act 20083. Appointment of authorised Officers is to be subject to s126(13) of the Food Act 2008.4. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	<p><u>Food Act 2008</u></p> <p>Section 122(3) required the Enforcement Agency to maintain a list of authorised officers appointed by the agency.</p> <p>Section 123(1) requires the Enforcement Agency to provide each authorised officer with a certificate of authority as an authorised officer.</p> <p><u>Food Regulations 2009</u></p> <p>Dept of Health: Guideline on the Appointment of Authorised Officers as Meat Inspectors</p> <p>Dept of Health: Guideline on the Appointment of Authorised Officers</p> <p>Dept of Health: Guideline on the Appointment of Authorised Officers - Designated Officers only (section 126)</p> <p>Dept of Health: Guideline on the Appointment of Authorised Officers – Appointment of persons to assist with the discharge of duties of an authorised officer</p> <p>Department of Health: Food Act 2008 Regulatory Guideline No.1: Introduction of Regulatory Food Safety Auditing in WA</p> <p>Department of Health: Food Unit Fact Sheet 8: Guide to Regulatory Guideline No.1</p> <p>Department of Health: WA Priority Classification System</p> <p>Department of Health: Food Act 2008 Verification of Food Safety Program Guideline</p>
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Authorised Persons- Caravan Parks and Camping Grounds Act 1995		
Authorisation No.:	CD17		
Authorisation from:	Council	Authorised to:	Chief Executive Officer Environmental Health Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Caravan Parks and Camping Grounds Act 1995</i> Section 17(1) - Appointment of authorised person <i>Caravan Parks and Camping Grounds Regulations 1997</i> Regulation 6 - Local government
Statutory Power delegated:	<i>Caravan Parks and Camping Grounds Act 1995</i> Section 17(1) - Appointment of authorised person
Function Delegated:	1. Undertake the powers of an 'authorised person' as prescribed in the Caravan Parks and Camping Grounds Act 1995 and the Caravan Parks and Camping Grounds Regulations 1997

Conditions.

1. Subject to each person appointed under 17(1) with an identity card, in the prescribed form, certifying that the person is an authorised person under this Act.
2. Within section 23 the Environmental Health Officer is delegated s23(2) only as per s23(11) of the Caravan Parks and Camping Grounds Act 1995.
3. The delegation to the CEO excludes s23(2) as per s23(11) of the Caravan Parks and Camping Grounds Act 1995
4. Subject to Division 3 of the Caravan Parks and Camping Grounds Act 1995.

CROSS REFERENCES (If any):

Business Operation Procedure No.		Policy No.:	
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Compliance Links:	Caravan Parks and Camping Grounds Act 1995 Caravan Parks and Camping Grounds Regulations 1997
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Dog Act 1976		
Authorisation No.:	CD18		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Dog Act 1976</i> Section 10AA(1)- Delegation of local government powers and duties
Statutory Power delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<i>Dog Act 1976</i> Section 10AA (3)- Delegation of local government powers and duties Section 10A- Payments to veterinary surgeons towards cost of sterilisation Section 1- Staff and services Section 15 (4A)- Registration periods and fees Section 16- Registration procedure Section 16AA- Owner's delegate Section 17- Refusal or cancellation of registration Section 19- Refund of fee on cancellation Section 26- Limitation as to numbers Section 29- Power to seize dogs Section 33E. Individual dog may be declared to be dangerous dog (declared) Section 44- Enforcement proceedings
Function Delegated:	<ol style="list-style-type: none"> 1. The registration of dogs (s15-19) 2. The management of dogs (s26, s29) 3. Appoint authorised officers for the purposes of the Dog Act 2011 (s29[1]) 4. Commence enforcement proceedings (s44) 5. The authority to sub-delegate (10AA(3))
Conditions. <ol style="list-style-type: none"> 1. Authorised officers are issued with a certificate of authority. 2. Powers to be used in accordance with the provisions of the Dog Act 1976. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
Compliance Links:			

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Cat Act 2011		
Authorisation No.:	CD19		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	<i>Cat Act 2011</i> Section 44- Delegation by local government
Statutory Power delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<i>Cat Act 2011</i> Section 9- Registration Section 10- Cancellation of registration Section 11. Registration numbers, certificates and tags Section 12. Register of cats Section 13- Notice to be given of certain decisions made under this Subdivision Section 26- Cat control notice may be given to cat owner Section 27. Cats may be seized Section 34. Dealing with unidentified and unclaimed cats Section 37- Approval to breed cats Section 38- Cancellation of approval to breed cats Section 40- Notice to be given of certain decisions made under this Subdivision Section 48- Authorised persons
Function Delegated:	1. The registration of cats (s10-13) 2. The Management of cats (s26-40) 3. Appoint authorised officers for the purposes of the Cat Act 2011 (s48)
Conditions. <ol style="list-style-type: none"> 1. Authorised officers are issued with a certificate of authority. 2. Subject to the provisions off the Cat Act 2011 and its associated regulations. 3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month. 	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	Cat Act 2011 Part 3 Division 4 Breeding of Cats
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SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Road Traffic Code 2000		
Authorisation No.:	CD21		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	Road Traffic Code 2012 Regulation 297(2)
Statutory Power delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	See the attached Instrument of Authorisation from the Commissioner of Main Roads.
Function Delegated:	
<u>Conditions.</u> 1. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	
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SHIRE OF MINGENEW - COUNCIL AUTHORISATION

Title:	Road Traffic (Vehicles) Act 2012		
Authorisation No.:	CD21		
Authorisation from:	Council	Authorised to:	Chief Executive Officer
Date Adopted:		Date Last Reviewed:	May 2017

Statutory power to delegate:	Road Traffic (Vehicles) Act 2012
Statutory Power delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	Not a delegation but a Council Authorisation.
Function Delegated:	1. To provide commentary on behalf of the Local Government to Main Roads on the suitability of issuing an extra mass permit.
Conditions. 2. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.	

CROSS REFERENCES (If any):

Procedure No.		Policy No.	
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Compliance Links:	
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PART 2

Delegations from the Chief Executive Officer

9.1.3 ATTACHMENT 3

Proposed Changes to the Current Shire of Mingenew Delegation's Register- (and reflected in the proposed Register of Delegated Authority document).

Delegation Number	Delegation Title	Recommended Changes
01	Payments from Municipal or Trust Funds	<ul style="list-style-type: none"> • Amend • Condition 2 & 3 as stipulated within the Regulations. • Include Quotation requirement • Expenditure requirements above \$150'000 to be authorised by Council (limit remains the same as current delegation) • Include condition 10 as stipulated in the Regulations.
E	Purchase Order Authorisation	<ul style="list-style-type: none"> • Revoke • Is provided for by the "Payments from Municipal or Trust Funds" Delegation. • Tender acceptance clause (of up to \$150'000) will not be integrated into CD01 as not necessary.
03	Investments	<ul style="list-style-type: none"> • Revoke • Can be managed by administrative policy. ?? currently 250 in term deposits.....above authority levels
04	Power to Waive or Write Off Debts	<ul style="list-style-type: none"> • Amend • Add clause 6.12(3) to grant concessions • Include concession limit at \$100. • Value of write off/ waiver remain the same- \$100.
05	Rate Book	<ul style="list-style-type: none"> • Amend • Remove s6.39(1) and s6.40 and 6.64 as should go to Council. • Remove s6.50(2) as set by Council • Add conditions that are stipulated with the legislation.
06	Minor Donations	<ul style="list-style-type: none"> • Revoke • Removed at CEOs request.
07	Staff Housing	<ul style="list-style-type: none"> • Revoke • Remove as provided for within the <i>CD06 Acquisition and Disposal of Land (Including Buildings) Via Lease or Licence Delegation</i> given that it is the same enabling legislation.
08	Conference Training	<ul style="list-style-type: none"> • Revoke • Remove as provided for by Council Delegation 01 and condition 01 (CEO can apply money for training as long as provided for within the budget)
09	Liquor- Sale and Consumption	<ul style="list-style-type: none"> • Revoke • Address at a later date. Legislative changes to the process of licenses require further investigation.
10	Contract Variations	<ul style="list-style-type: none"> • Revoke • Provided for within the <i>CD04 Expressions of Interest, Tenders and Tender Exempt Procurement</i>
11	Legal Advice	<ul style="list-style-type: none"> • Revoke • Remove as provided for in CD 01 given that it is the same enabling legislation. Subject to provisions within the budget.
12	Enforcements and Legal Proceedings	<ul style="list-style-type: none"> • Amend • Retitle CD 07 Authorised Persons for the Purposes of the

		<p>Local Government Act to clarify that the delegation is only applicable to the LGA.</p> <ul style="list-style-type: none"> Remove s9.19 and 9.20 as provided for within the legislation. Add conditions.
13	Expenditure Prior to adoption of the Budget	<ul style="list-style-type: none"> Revoke Remove as provided for by Council Delegation 01
14	Certain things to be done in Respect to Land	<ul style="list-style-type: none"> Revoke Integrate into <i>CD07 Authorised Persons for the Purposes of the Local Government Act</i>.
15	Impounding Goods-	<ul style="list-style-type: none"> Amended Retitle CD10 Remove, Impound and Dispose of Property Remove and integrate clause 1 into delegation CD 07 (as authorising an employee). Include s3.47 to enable disposal of property if offender convicted given that s3.48 is within current delegation. Include s3.58 given that topics are linked. Conditions for the disposal of property are as per the Act and referenced for ease of use Increased tender acceptance limit to \$20'000 (condition integrated from the below delegation).
16	Sale of Impounded/Seized/ Confiscated Vehicles, Animals or Goods.	<ul style="list-style-type: none"> Revoke Integrate clauses and conditions into <i>CD10 Remove, Impound and Dispose of Property</i>
17	Proceedings under the Dog Act	<ul style="list-style-type: none"> Amend Include s15-s19 of the Dog Act to enable registration of dogs Include s26-s28 for the management of dogs Include s33E to facilitate enforcement proceedings. Specific sections listed to ensure clarity surrounding extend of authority given the high probability of sub-delegation.
18	Opening Fences and Gates	<ul style="list-style-type: none"> Amend Retitle CD09 Powers of Entry as proposed delegation has wider scope than title suggests. Specific sections of the Act referenced to enhance clarity on extent of authority. Conditions extracted from the LGA.
19	Offences- Bush Fire Act	<ul style="list-style-type: none"> Amend Retitle CD13- Delegations under the Bush Fire Act 1954 as proposed delegation has wider scope than previous one. Include section 27 to prohibit use of a tractor or self-propelled harvester during prohibited/restricted burning times "harvest bans". Include s33 which relates to firebreak notices, entry of property for the purposes of completing fire breaks and recovery of costs in relation to an offence. Include s36 to enable expenditure under this Act Include s38 to enable the CEO to appoint the bush fire control officers, Deputy and Chief Bush Fire Control Officers. Include s59 to enable CEO to consider allegations of offences alleged to have been committed under this Act, and to institute and carry on proceedings in the name of the local government.
20	Burning- Variation to Restricted/Prohibited Burning	<ul style="list-style-type: none"> Revoke Integrate clauses into CD13.

21	Traffic Regulatory Signs	<ul style="list-style-type: none"> • Revoke • Provided for by the main roads delegation which is included in its original form
22	Events on Roads- Closing of Thoroughfares	<ul style="list-style-type: none"> • Revoke • Integrate into CD08 Closing of Thoroughfares
23	Certain Things to be Done by Owner/Occupiers of Land	<ul style="list-style-type: none"> • Revoke • Integrate into CD06 Authorised Persons for the Purposes of the Local Government Act 1995 as topic linked.
24	Notification to Affected Owners about Proposals	<ul style="list-style-type: none"> • Revoke • Integrate into CD08 Closing of Thoroughfares as topics linked.
25	Ensuring Public Access is Maintained	<ul style="list-style-type: none"> • Revoke • Integrate into CD08 as a condition as relates to s.3.51 (thorough fares)
26	Powers of Entry Onto Land	<ul style="list-style-type: none"> • Revoke • Integrate into CD10 Remove, Impound and Dispose of Property • Integrate into CD 06 Authorised Persons for the Purposes of the Local Government Act 1995
27	Road Closures	<ul style="list-style-type: none"> • Amend • Retitle CD08 Closing of Thoroughfares • Include Road Traffic (Events on Roads) Regulations 1991 and Road Traffic Act 1974 as topics linked. • Condition 3 as per the relevant Regulations.
28	Disposal of Surplus Equipment, Materials, Tools	<ul style="list-style-type: none"> • Revoke • Provided for by CD10 Remove, Impound and Dispose of Property
29	Road Trains and Extra Mass Permits	<ul style="list-style-type: none"> • Amend • Not a delegation but a Council Authorisation- remove once a policy is in place.
30	Building Notices	<ul style="list-style-type: none"> • Amend • Retitle CD12 Building Act 2011 • Include reference to the Act /Regulations to assist with clarification of scope. • Broader scope of delegation to ensure clarity as high probability of sub delegation. • Included regulation to authorise pool inspections • Conditions as per the Act/Regulations
31	Building Licences	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
32	Demolition Licenses	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
33	Extensions of time to Complete	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
34	Works- Unlawful	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
35	Buildings- Dangerous	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
36	Certificates of Classification	<ul style="list-style-type: none"> • Revoke • Provided for CD12 Building Act 2011
37	Dangerous Excavation in or near Public Thoroughfares	<ul style="list-style-type: none"> • Amend • Retitle CA08 Thoroughfares to capture the broader scope of the delegation • Broaden scope of delegation to capture most of the Regulations

		power as relevant to the day to day running of the Shire, instead of only r11.
38	Development Applications-Advertising	<ul style="list-style-type: none"> • Amend • Retitle Powers and Duties under Local Planning Scheme No. 3 • Broaden scope of delegation • Include cl 11.1.2 of Scheme to enable <i>designation</i> of an officer of the local government as an authorised officer for the purposes of the Scheme • Include clause 10.1 to enable consultation with other authorities on behalf of the Shire
39	Health Act- Notices and Orders	<ul style="list-style-type: none"> • Amend • Include s24 to designate authorised officers. • Revoke all previous functions delegated.
40	Treatment of Sewerage and Disposal Liquid Waste	<ul style="list-style-type: none"> • Revoke • Provided for by the Public Health Act 2016.
41	Authorised Persons-[Caravans/Camping Act]	<ul style="list-style-type: none"> • Amend • Clarify roles for the 2 authorised officers in regards to s23-infringement notices.

New Delegations

CD07	Reserves under Control of Local Government	
CD16	Food Act 2008	

9.1.4 ATTACHMENT 1

The President and Councillors
Mingenew Shire Council
Mingenew WA 6522

8th June 2018

Dear President and Councillors,

REQUEST FOR FUNDING CONTRIBUTION TO RENOVATE SISTER CAMERON HOUSE

We refer to the previous proposals and correspondence between Mingenev Playgroup, the Mingenev Community Resource Centre, and the Mingenev Shire in relation to proposed works to improve Sister Cameron House.

After discussions with all involved parties we have agreed that a multi-stage process, in-line with the attached table, is going to be the best way forward at this point in time.

We acknowledge and appreciate the in-principal support the Shire Councillors have given to this project and request approval for allocation of Shire funds in respect of the following:

IN JUNE/JULY 2018:

- \$1,295 for plumbing for new kitchen (see attached quote);
- \$1,600 for electrician for kitchen and verandah renovations (see attached quote);
- Up to \$1,000 for two new internal doors with viewing panes (awaiting quote from M&B Sales, Geraldton);
- Up to \$5,000 towards the verandah and back door improvements to cover the costs of asbestos removal, flyscreens and Stan's labour.

We would also request that the Councillors keep this project at the forefront of your minds when considering the 2018/2019 budget and would be asking for \$20,000-\$25,000 to be earmarked for the outdoor area and donga additions planned for January 2019.

Thankyou for your consideration and hopeful approval of funding allocation.

Yours sincerely,

Jessica Ward, Diane Morgan and Ella Budrikis

SISTER CAMERON HOUSE IMPROVEMENT PROJECTS JUNE/JULY 2018

A collaborative project of Mingenew Playgroup, Mingenew CRC and Mingenew Shire

EXISTING VERANDAH IMPROVEMENTS				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
June 2018	Install new access gate/door Repair ceilings Install zip track blinds Install soft flooring Install new back door with flyscreen Install flyscreens on verandah windows	\$4,000 blinds \$2,000 ceilings and new access \$500 soft floor TBA: Asbestos removal (\$5000) Stan's labour Back door and flyscreens	\$6,500 CBH Grass Roots grant obtained by Ella in 2017. Request Shire fund cost of asbestos removal, Stan's hours, back door and flyscreens.	CRC – Helen & Di SHIRE - Stan conducting work
KITCHEN RENOVATION				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Friday 13 th July 2018 to Sunday 15 th July 2018	Remove all cabinetry except large built in cupboard Install new kitchen (see plan) Install new plumbing Install power points	\$3200 Kaboodle kitchen \$1295 plumber \$1600 electrician	\$2500 kitchen donated by Holmes family \$700 from Playgroup funds Request Shire fund cost of plumber & electrician	PLAYGROUP – Jess and Aimee Playgroup parents conducting work (except plumbing/electrics) Christine, Jade and Emma to clear out kitchen cupboards
BATHROOM/CHANGE AREA CABINETS				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Friday 13 th July 2018 to Sunday 15 th July 2018	Install cabinetry (with bin), benchtop & shelving in bathroom/kids wash basin area	\$700 Bunnings cabinets	\$700 from Playgroup funds	PLAYGROUP – Jess and Aimee Playgroup parents conducting work Christine, Jade and Emma to clear out area
SHELVING				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Friday 13 th July 2018 to	Install 2 wall mounted shelves in carpeted room	\$100 Bunnings shelves	\$100 from Playgroup funds	PLAYGROUP/CRC – Jess & Di Playgroup parents conducting work

SISTER CAMERON HOUSE IMPROVEMENT PROJECTS JUNE/JULY 2018

Sunday 15 th July 2018	Install shelving unit in activity room.	\$200 shelving unit	\$200 from CRC funds	
FLOORING				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Friday 20 th July 2018	Install new vinyl flooring to main activity room, kitchen and wet areas.	\$3980, installed (see quote from All Decor) **Waiting on updated quote	\$3980 from CRC Daycare Building Fund ** Allow additional \$1000 for R10 into kitchen	CRC– Jess & Di ALL DÉCOR installing flooring
INTERNAL DOORS				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Prior to 13th July	Remove existing door from kitchen to laundry Install 2 new interior doors with glass viewing windows.	\$ TBA **Waiting on quote from M&B Sales. Plus paint Plus Stan's labour	Request Shire fund cost of doors, including hardware and labour. Paint donated by Playgroup	ALL GROUPS – Ella, Jess & Di Stan to paint doors Stan or (if builder required) Wayne Tunbridge to conduct work

SISTER CAMERON HOUSE IMPROVEMENT PROJECTS JUNE/JULY 2018

FURTHER PROPOSED IMPROVEMENTS

ACTIVITY ROOM WALLS & KITCHEN CUPBOARDS				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
Oct/Nov 2018	Install pin up/magnetic white boards Install wall mounted baby/toddler play centres Replace built in storage cupboards in kitchen	TBC	2018 Volunteer Expo Hours	CRC STAFF & DAYCARE PARENTS
OUTDOOR UNDERCOVER AREA				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
January 2019	Erect free standing undercover outdoor area with playground/soft flooring. Possibly adjust entrance ramp to enable easy access from new outdoor area to existing verandah.	\$40,000 Plus cement pad	\$8000 Playgroup funds \$2000 CRC Daycare Fund \$20,000 Request Shire Fund Request Shire provide cement pad \$10,000 source TBC	ALL GROUPS – Jess, Ella and Di
t				
TIME	DETAILS	EST. COSTS	FUNDING SOURCE	ORGANISER OF WORKS
2019	Purchase and install new staff toilet/laundry donga addition	TBC	TBC	ALL GROUPS – Ella, Jess and Di

- This is a starting point. A working document to assist in discussion and planning and keep all involved informed and on the same page. Please feel free to let Jess know if information is incorrect or you are able to help fill a gap/add anything in.
- **OTHER FUNDS:** It does not include funds raised for the SCH renovations from the SACOA drum musters organised by Jarrad Kupsch, some pending/unconfirmed offers of donations from community members or potential 2018 Expo grant funds (see email from Taryn Winter).

9.1.5 ATTACHMENT 1



50 Midlands Rd
Mingenew WA 6522
99281264
mingtel@wn.com.au

The President
Shire of Mingenev
Victoria St
Mingenew 6522

Dear Helen

Re: Community Social Activities

The Mingenev Community Resource Centre currently assists the Shire with the delivery of many community social events over the year, these activities include:

- Mingenev Community Christmas Tree
- The ANZAC Service
- Biggest Morning Tea
- Seniors Activities
- Community activities – Community Day, movie nights and ladies nights

All of these activities are funded via the generosity of the Shire and from CRC funds.

In 2019 CRC funding will be reduced from \$92,000 to \$70,000 for the 2019-20 financial year, a loss of \$22,000, with possibly further cuts in funding. This will limit our resources to deliver social and community events and programs.

The CRC would like to propose to Council that these activities are to be coordinated and delivered by the CRC staff and that funds be allocated from the Shire budget to assist us with the delivery of these activities.

I have attached costing sheets for each proposed activity, outlining the costs to deliver and the CRC contribution to each activity.

Proposed costings

Seniors Activities	\$12,000.00
BMT	\$ 1000.00
ANZAC Service	\$ 1000.00
Xmas Tree	\$ 3900.00
Community Activities	\$ 2250.00 (Community Day, ladies nights, Movie nights)
Total Cost	<u>\$20,150.00</u>

If you would like any further information please contact the CRC.

Kind Regards

Dianne Morgan
CRC Manager
14th June 2018

PROJECT COSTING SHEET

Biggest Morning Tea

The Coordinator is to use this sheet to cost up a grant / job.

LABOUR CHARGE OUT RATES	Hours	Hrly Rate	Total
Coordinator	10	\$ 30.00	\$ 300.00
Administration assistant	4	\$ 25.00	\$ 100.00
CDO			\$ -
Donated Hours			\$ -
			\$ -
TOTAL's	14		\$ 400.00

SPECIFIC PROJECT EXPENSES	\$ ITEM	# ITEMS	Amount
Crafts corner for kids	\$ 50.00	1	\$ 25.00
Decorations	\$ 50.00	1	\$ 50.00
Advertising & Promo	\$ 20.00	2	\$ 40.00
Printing	\$ 0.75	50	\$ 37.50
Graphic Design	\$ 30.00	2	\$ 60.00
Catering - Food	\$ 400.00	1	\$ 400.00
Catering - Drinks	\$ 100.00	1	\$ 100.00
Raffles and prizes	\$ 500.00	1	\$ 500.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Project Cost \$ 1,212.50

DONATIONS

Starick tyres	\$ 50.00
Botanical den	\$ 50.00
Monomo	\$ 50.00
Mingenew Fabrication	\$ 50.00
Ox & Garnet	\$ 50.00
Yoga in Motion	\$ 50.00
Mingenew IGA	\$ 50.00
Palm Roadhouse	\$ 20.00
Landmark	\$ 50.00
CRC	\$ 50.00
Sottaceto	\$ 50.00

Total Donations \$ 520.00

Over All Project Costs \$ 692.50

CATEGORY TOTAL's	
Labour	\$ 400.00
Proj Expenses	\$ 692.50
TOTAL	\$ 1,092.50

Overall Project Cost

Project Costing	\$ 1,092.50
CRC Contribution	\$ 92.50
Requested Shire Funds	\$ 1,000.00

Subtracted from the total of overall project costs

PROJECT COSTING SHEET

Per month

Mingenew Community Care (Monthly)

LABOUR CHARGE OUT RATES	Hours	Hrly Rate	Total
Coordinator	0.5	\$ 30.00	\$ 15.00
Administration assistant x 2 staff	50	\$ 25.00	\$ 1,250.00
			\$ -
	0		\$ -
			\$ -
TOTAL's	50.5		\$ 1,265.00

SPECIFIC PROJECT EXPENSES	\$ ITEM	# ITEMS	Amount
	\$ -	0	\$ -
			\$ -
Advertising & Promo	\$ 20.00	1	\$ 20.00
Printing	\$ 0.35	20	\$ 7.00
Graphic Design	\$ 30.00	1	\$ 30.00
Catering - Food	\$ 50.00	2	\$ 100.00
Catering - Drinks	\$ 20.00	1	\$ 20.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Project Cost			\$ 177.00
Budget Allowed			
Grant Funding			
Over All Project Costs			\$ 177.00

CATEGORY TOTAL's	
Labour	\$ 1,265.00
Proj Expenses	\$ 177.00
TOTAL	\$ 1,442.00

Overall Project Cost

Over 12 month period \$ 15,862.00

CRC Contibution \$ 3,862.00

Requested Shire Funds \$ 12,000.00

PROJECT COSTING SHEET

Community Day/Halloween Dance

SLO3

The Coordinator is to use this sheet to cost up a grant / job.

LABOUR CHARGE OUT RATES	Hours	Hrly Rate (inc profit %)	Total
Coordinator	18	\$ 30.00	\$ 540.00
Administration assistant	10	\$ 25.00	\$ 250.00
Finance Officer			\$ -
			\$ -
			\$ -
TOTAL's	28		\$ 790.00

SPECIFIC PROJECT EXPENSES	PER ITEM	NUMBER ITEMS	Amount (ex GST)
Decoration/supplies	\$ 100.00	1	\$ 100.00
Prizes	\$ 200.00	1	\$ 200.00
Advertising & Promo	\$ 67.60	2	\$ 135.20
Printing	\$ 0.75	15	\$ 11.25
Graphic Design	\$ 30.00	2	\$ 60.00
Catering - Food	\$ 400.00	1	\$ 400.00
Catering - Drinks	\$ 100.00	1	\$ 100.00
Kids crafts	\$ 50.00	1	\$ 50.00
Entertainment	\$ 2,000.00	1	\$ 2,000.00
			\$ -
			\$ -
			\$ -
			\$ -
Project Cost			\$ 3,056.45
Budget Allowed			
Grant Funding	\$1,500	1	\$ 1,500.00
Fee for service	\$ 5.00	35	\$ 175.00
Donations			
Over All Project Costs			\$ 1,556.45

CATEGORY TOTAL's	
Labour	\$ 11.25
	\$ -
Proj Expenses	\$ 1,556.45
TOTAL	\$ 1,567.70

Overall Project Cost

PROJECT COSTING SHEET

ANZAC Day

The Coordinator is to use this sheet to cost up a grant / job.

LABOUR CHARGE OUT RATES	Hours	Hrly Rate (inc profit %)	Total
Coordinator	15	\$ 30.00	\$ 450.00
Administration assistant	2	\$ 25.00	\$ 50.00
CDO			\$ -
Donated			\$ -
			\$ -
TOTAL's	17		\$ 500.00

SPECIFIC PROJECT EXPENSES	PER ITEM	# OF ITEMS	Amount (ex GST)
			\$ -
			\$ -
Wreaths	\$ 100.00	4	\$ 400.00
Banners	\$ 60.00	0	\$ -
Web Design	\$ -		\$ -
Advertising & Promo	\$ 20.00	4	\$ 80.00
Printing	\$ 3.00	100	\$ 300.00
Graphic Design	\$ 30.00	2	\$ 60.00
Catering - Food	\$ 400.00	1	\$ 400.00
Catering - Drinks	\$ 100.00	1	\$ 100.00
Room Hire			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Project Cost			\$ 1,340.00
Budget Allowed			
Grant Funding			
Over All Project Costs			\$ 1,340.00

CATEGORY TOTAL's	
Labour	\$ 500.00
Veh / Equip	\$ -
Proj Expenses	\$ 1,340.00
TOTAL	\$ 1,840.00

Overall Project Cost

Project Cost	\$ 1,840.00
CRC Contibution	\$ 840.00
Requested Shire Funds	\$ 1,000.00

PROJECT COSTING SHEET

Mingenew Christmas Tree

The Coordinator is to use this sheet to cost up a grant / job.

LABOUR CHARGE OUT RATES	Hours	Hrly Rate	Total
Coordinator	\$ 62.00	\$ 30.00	\$ 1,860.00
Administration assistant	\$ 45.00	\$ 25.00	\$ 1,125.00
			\$ -
			\$ -
			\$ -
TOTAL's	\$ 107.00		\$ 2,985.00

SPECIFIC PROJECT EXPENSES	\$ ITEM	# ITEMS	Amount
Entertainment	\$ 500.00	1	\$ 500.00
Advertising & Promo Colour	\$ 67.60	4	\$ 270.40
Advertising & Promo B&W	\$ 30.80	4	\$ 123.20
Printing	\$ 0.75	250	\$ 187.50
Graphic Design	\$ 30.00	5	\$ 150.00
Catering - Food	\$ 900.00	1	\$ 900.00
Catering - Drinks	\$ 250.00	1	\$ 250.00
Equipment Hire	\$ 500.00	1	\$ 500.00
Banners	\$ 69.00	4	\$ 276.00
			\$ -
			\$ -
Project Cost			\$ 3,157.10
Donations/Income			
Mingenew Fab			\$ 50.00
Mingenew IGA			\$ 50.00
Elders			\$ 50.00
Landmark			\$ 50.00
Palm Roadhouse			\$ 50.00
Caravan Park			\$ 50.00
Market Stalls FFS	\$ 20.00	10	\$ 200.00
Grant Funding (not gauranteed)			\$ 1,500.00
Donations/Income Total			\$ 2,000.00
Over All Project Costs			\$ 1,157.10

Overall Project Cost

CATEGORY TOTAL's	
Labour	\$ 2,985.00
Veh / Equip	\$ -
Proj Expenses	\$ 1,157.10
TOTAL	\$ 4,142.10

Project Cost	\$ 4,142.00
CRC Contibution	\$ 242.00
Requested Shire Funds	\$ 3,900.00

(Grant Funding and sponsorship is sourced by the Shire for this event each year. Small income is made through market stalls, ~\$150)



Our reference: CRC Proposal
Enquiries: 08 9690 2249

CRC Name etc

Dear XXX

FUNDING OF COMMUNITY RESOURCE CENTRES FROM 1 JULY 2019

The funding allocation for the Community Resource Centre (CRC) program will be reduced from \$13 million per annum to \$8 million per annum from 1 July 2019. The reduction in funding follows a review of all Royalties for Regions funded programs as a result of the significant budgetary pressure facing the Government.

The Minister for Regional Development; Agriculture and Food, the Hon Alannah MacTiernan MLC, recognises the value that CRCs play in regional and remote Western Australia particularly in very small towns, and is keen to identify the best possible outcome from the reduced funding in terms of function and location of CRCs.

To this end, the Minister has asked the Department of Primary Industries and Regional Development (DPIRD) to undertake a review of the CRC program and to provide her with options for the future.

The Minister has also undertaken to seek feedback from CRCs about a recommended way forward in addressing this matter. As a result, I have attached a proposed funding option for the CRC program.

Please consult your committee and staff on the attached document. I invite you to provide feedback to DPIRD by cob 20 May 2018. If you have any questions regarding this letter, please contact Max Betteridge, A/Principal Project Officer at max.betteridge@dpird.wa.gov.au.

Yours sincerely

Nigel Grazia
A/DEPUTY DIRECTOR GENERAL
INDUSTRY AND ECONOMIC DEVELOPMENT
30 April 2018

Regional Development
Gordon Stephenson House, 140 William Street, Perth WA 6000
Telephone +61 (0)8 6552 1800 enquiries@dpird.wa.gov.au
dpird.wa.gov.au

ABN: 18 951 343 745

PROPOSED FUNDING APPROACH FOR THE CRC PROGRAM

This is a request for feedback in relation to the funding changes for Community Resource Centres from 1 July 2019.

Please consult with your committee, staff and relevant Shire stakeholders and provide comment on the recommendation for the CRC program.

Please return the feedback from Djarindjin CRC to crcreports@dpird.wa.gov.au by 20 May 2019.

Background to the recommendation

CRCs are currently asked to deliver against three service level outcomes:

1. Government and Community Information and Access
2. Business and Workforce Development
3. Social Development and Community Capacity Building

The current CRC program has some duplication of service delivery with CRCs providing services in the areas of economic and social development that would normally be the responsibility of other funded Federal, State or Local Government agencies.

The future functions of CRCs could focus on the delivery and facilitation of government, health and/or community information and services. This will reduce the duplication of effort in the areas of economic and social development. Regional and remote Western Australia could benefit from improved online service delivery of Government services, through building the capacity of individuals in the use of technology. CRCs have always played an important role in assisting their community in the use of online tools and this would continue to be a major role.

There is also an opportunity to improve the delivery of services and to better connect Government to regional and remote Western Australia through a greater emphasis on the use of the video conferencing. To facilitate this, further development of CRC staff in the area of technology use and upskilling of community members in using technology would be a major focus. The Department of Primary Industries and Regional Development (DPIRD) would also need to take a lead in marketing this service to Government agencies and end users as a viable alternative to face to face meetings and/or consultation services.

The CRC Service Delivery Agreement (or Grant Agreement) would contain the following minimum service for the DPIRD payment:

Tier 1 Funding:

- CRCs opened 25 hours per week for 50 weeks per annum (or an agreed pattern that delivers 1250 hours over the course of a calendar year).
- CRCs provide service to the community during those hours in the delivery of Government and community information, referral to service providers who service the town or the nearest available service.
- CRCs provide one on one assistance to community members on how to access online Government services, set up basic requirements to access online services such as email accounts, government service accounts such as Water Corporation accounts and possibly internet banking.
- CRCs (bandwidth allowing) provide video conferencing facilities and expert assistance to community members to use video conference as a conduit to undertake Government or health related business.
- CRCs organise once per quarter a community information event that promotes wellness in the community (wellness could be health, safety or fiscal wellness). The event should be around Government services such as health, consumer protection, justice, transport etc. For example, a session on the latest online scams, how to make a will, safety for towing, skin cancer awareness.
- CRCs organise once per annum a promotional event to engage with stakeholders such as Local Government, State Government Agencies, Not for Profit, Businesses and Members of Parliament to market their CRC and the service delivery offered.
- CRCs would be expected to provide statistics quarterly on the delivery of these services.
- CRCs would be expected to have minimum insurances for public liability and workers compensation, at the same level as present.
- CRCs would be expected to use the National Standard Chart of Accounting (NSCOA) for financial recording. Please refer to the Australian Charities and Not for Profit Commission website for further information about NSCOA.

http://www.acnc.gov.au/ACNC/Manage/The_National_Standard_Chart_of_Accounts_/ACNC/Report/NSCOA2.aspx?hkey=179cdf1-4e9e-412a-96c3-e0db53e0acfe

CRCs would be offered \$70,000 ex GST to deliver the above service.

Tier 2 Funding:

- CRCs opened 18 hours per week for 50 weeks per annum (or an agreed pattern that delivers 900 hours over the course of a calendar year).
- CRCs provide service to the community during those hours in the delivery of Government and community information, referral to service providers who service the town or the nearest available service.
- CRCs provide one on one assistance to community members on how to access online Government services, set up basic requirements to access online services such as email accounts, government service accounts such as Water Corporation accounts and possibly internet banking.
- CRCs (bandwidth allowing) provide video conferencing facilities and expert assistance to community members to use video conference as a conduit to undertake Government or health related business.
- CRCs organise once per annum a community information event that promotes wellness in the community (wellness could be health, safety or fiscal wellness). The event should be around Government services such as health, consumer protection, justice, transport etc. For example, a session on the latest online scams, how to make a will, safety for towing, skin cancer awareness.
- CRCs organise once per annum a promotional event to engage with stakeholders such as Local Government, State Government Agencies, Not for Profit, Businesses and Members of Parliament to market their CRC and the service delivery offered.
- CRCs would be expected to provide statistics quarterly on the delivery of these services.
- CRCs would be expected to have minimum insurances for public liability and workers compensation, at the same level as present.
- CRCs would be expected to use the National Standard Chart of Accounting (NSCOA) for financial recording. Please refer to the Australian Charities and Not for Profit Commission website for further information about NSCOA.
http://www.acnc.gov.au/ACNC/Manage/The_National_Standard_Chart_of_Accounts_/ACNC/Report/NSCOA2.aspx?hkey=179cdfe1-4e9e-412a-96c3-e0db53e0acfe

CRCs would be offered \$50,000 ex GST to deliver the above service.

CRCs who fall within the Tier 2 category who are located in the Kimberley or the Pilbara will have the opportunity to receive an additional \$20,000 ex GST to undertake outreach services.

The Department of Primary Industries and Regional Development (DPIRD) would provide the following:

- DPIRD would undertake work to research which video conferencing platforms will provide CRCs with the best access to business from Government in this area and look at the most cost effective way these could be provided to CRCs.
- DPIRD would provide CRC staff with the training in the video conferencing platforms to allow for the best success and greater uptake of CRCs providing this service to Government.
- DPIRD would undertake research and provide information to CRCs regarding video conferencing set up for hardware and software and instruction manuals to assist in the use of both.
- DPIRD would continue to provide support to CRCs regarding training, networking, governance and IR support.
- DPIRD would continue to provide a trainee grant program (this program will be reviewed).
- DPIRD would undertake sample financial audits of the network each calendar year – CRCs will no longer be required to undertake full financial audits by a qualified auditor as part of the funding by DPIRD (CRCs may be required to by the *Associations Incorporation Act [2015]*).

Considerations of this recommendation

- All CRCs will be offered funding under this recommendation. No CRCs will be defunded.
- CRCs who fall within the following criteria will be offered Tier 2 funding:
 - the size of the population of the community serviced by the CRC – over 3000;
 - and/or location in relation to other CRC service providers – less than 30 km between towns;
 - and/or location in relation to regional centres – less than 30 km from the regional centre.
- All CRCs who fall outside the Tier 2 criteria will be offered Tier 1 funding.
- It has been determined that where there are multiple CRCs within a close radius that reduced services can be offered as customers can access more than one outlet.
- It has been determined that where a CRC is in close proximity to a regional centre (or is located in a regional centre) then other service provider options are available.
- It has been determined that where a CRC has a large available population there is the opportunity to access other income sources, and/or other service provider options may be available.
- The trainee program would not have enough budget to allow for every CRC to have a trainee at any given time. The trainee program will need to be reviewed to develop new grant guidelines.
- There would be a reduction in the delivery of training and development activities by CRCs in the area of economic and social development.
- Some of the training may be able to be continued in a user pays system with the CRC including the amount that DPIRD funds added to the user and still remain viable. These are likely to be the CRCs commercial courses.
- CRCs could possibly offer some community development services to their Local Government as a contract for service delivery.
- CRCs could also tender for community development services through the Department of Communities programs.
- CRCs could also access grants to deliver community development events such as Neighbourhood Week, Seniors Week and Thank a Volunteer day.
- CRCs could save between \$3000-\$5000 per annum if they choose not to conduct an independent audit.
- DPIRD will explore ways in which the tender for State Government services to regional areas can encourage the service providers to use CRCs as part of their service delivery model in their tender offer. With this cost included in the tender price, CRCs can charge the service provider for room hire (or video conferencing), marketing and promotion of the service.

List of CRCs identified for Tier 1 funding:

Tier 1 Funding \$70,000 ex GST

	Tier 1 Funding
1	Augusta Community Resource Centre
2	Beacon Central Community Resource Centre
3	Bencubbin Community Resource Centre
4	Beverley Community Resource Centre
5	Bidyadanga Community Resource Centre
6	Boyup Brook Community Resource Centre
7	Bremer Bay Community Resource Centre
8	Bruce Rock Community Resource Centre
9	Coolgardie Community Resource Centre
10	Coorow Community Resource Centre
11	Corrigin Community Resource Centre
12	Cue Community Resource Centre
13	Cunderdin Community Resource Centre
14	Dalwallinu Community Resource Centre
15	Dandaragan Community Resource Centre
16	Djarindjin Community Resource Centre
17	Dongara Community Resource Centre
18	Dumbleyung Community Resource Centre
19	Fitzroy Valley Community Resource Centre
20	Frankland River Community Resource Centre
21	Gascoyne Junction Community Resource Centre
22	Gingin District Community Resource Centre
23	Gnowangerup Community Resource Centre
24	Halls Creek Community Resource Centre
25	Hopetoun Community Resource Centre
26	Hyden Community Resource Centre
27	Irrunytju Community Resource Centre
28	Jerramungup Community Resource Centre
29	Jurien Bay Community Resource Centre
30	Kalannie Community Resource Centre
31	Kalbarri Community Resource Centre
32	Kalumburu Community Resource Centre
33	Kambalda Community Resource Centre
34	Kellerberrin Community Resource Centre
35	Koorda Community Resource Centre
36	Lake Grace Community Resource Centre
37	Lancelin Community Resource Centre
38	Laverton Community Resource Centre
39	Leeman Green Head Community Resource Centre
40	Leonora Community Resource Centre
41	Marble Bar Community Resource Centre
42	Meekatharra Community Resource Centre
43	Menzies Community Resource Centre
44	Mingenew Community Resource Centre
45	Moora Community Resource Centre

	Tier 1 Funding
46	Morawa Community Resource Centre
47	Mowanjum Community Resource Centre
48	Mukinbudin Community Resource Centre
49	Mullewa Community Resource Centre
50	Nannup Community Resource Centre
51	Narembeen Community Resource Centre
52	Newdegate Community Resource Centre
53	Norseman Community Resource Centre
54	Northcliffe Community Resource Centre
55	Nullagine Community Resource Centre
56	Nungarin Community Resource Centre
57	Pemberton Community Resource Centre
58	Perenjori Community Resource Centre
59	Pingrup Community Resource Centre
60	Quairading Community Resource Centre
61	Ravensthorpe Community Resource Centre
62	Shark Bay Community Resource Centre
63	Southern Cross Community Resource Centre
64	Tambellup Community Resource Centre
65	Tjuntjuntjara Community Resource Centre
66	Wagin Community Resource Centre
67	Walpole Community Resource Centre
68	Wellstead Community Resource Centre
69	West Arthur Community Resource Centre
70	Westonia Community Resource Centre
71	Wickepin Community Resource Centre
72	Williams Community Resource Centre
73	Wongan Hills Community Resource Centre
74	Wyalkatchem Community Resource Centre
75	Wyndham Community Resource Centre
76	Yongergnow - Ongerup Community Resource Centre

List of CRCs identified for Tier 2 funding

Tier 2 Funding 50,000 ex GST

	Tier 2
1	Boddington Community Resource Centre
2	Bridgetown Community Resource Centre
3	Brookton Community Resource Centre
4	Broome Community Resource Centre
5	Brunswick Junction Community Resource Centre
6	Denmark Community Resource Centre
7	Donnybrook Community Resource Centre
8	Dowerin Community Resource Centre
9	Goomalling Community Resource Centre
10	Greenbushes Community Resource Centre
11	Harvey Community Resource Centre
12	Katanning Community Resource Centre
13	Kondinin Community Resource Centre
14	Kulin Community Resource Centre
15	Manjimup Community Resource Centre
16	Merredin Community Resource Centre
17	Mount Barker Community Resource Centre
18	Noonkanbah Community Resource Centre
19	Pingelly Community Resource Centre
20	Pinjarra Community Resource Centre
21	Serpentine - Jarrahdale Community Resource Centre
22	Tom Price Community Resource Centre
23	Toodyay Community Resource Centre
24	Wandering Community Resource Centre
25	Waroona Community Resource Centre
26	Yarloop Community Resource Centre
27	York Community Resource Centre

End of information

Please refer to the Word document that accompanied this letter on the email to provide feedback from the Djarindjin Community Resource Centre on the proposed funding.



COUNCIL POLICY
Works

1.5.1

Title:	<u>1.5.1 GRAVEL ACQUISITIONS</u>
Adopted:	
Reviewed:	15 February 2018
Associated Legislation:	Local Government Act 1995
Associated Documents:	
Review Responsibility:	Works Supervisor
Delegation:	Chief executive Officer

Previous Policy Number/s-

Objective:

To ensure that the Shire of Mingenew provides fair and equitable compensation to all land owners for the acquisition of road building material.

Policy Statement:

The Shire will, when materials for construction and maintenance purposes need to be sourced from private land, obtain such material in consultation with the landowner or his/her authorised representative. Where such negotiations are successful the Shire will:

- a) Satisfactorily rehabilitate pit areas if requested, including drainage, upon completion of extraction;
- b) Construct where necessary and repair affected haul roads, gates, fences or other structures; and
- c) Negotiate compensation with the landowner for materials extracted from within the Shire district, up to a rate of \$2.00 per cubic metre for gravel. Payment for gravel royalties will be by normal bank payment processes.
- d) Negotiate compensation with the landowner for materials extracted from properties outside of the Shire district, up to a rate of \$2.00 per m3.

Values for gravel are to be determined by the Works Supervisor on a case by case basis. The suggested range is to be \$1.00 per m3 (ex GST) for moderate quality material to \$2.00 per m3 (ex GST) for gravel that conforms to Main Roads WA Specification 501.08.01 for Naturally Occurring Basecourse material.

The Shire of Mingenew will not pay for gravel acquisitions by way of private works in lieu on behalf of the land owner. However, the Shire is prepared to undertake private works for the land owner in accordance with the private works rate set by Council and at a time best suited for the Shire. Land owners will be invoiced for private works undertaken and payment made to the Shire as per all other private works activities.

Should an agreement for the removal of gravel not be reached with the land owner and the Chief Executive Officer (CEO) considers the acquisition of these materials in the best interest of the public, the CEO is to provide such notices, and takes such actions, as are prescribed by the Local Government Act 1995 to secure these materials.



mainroads
WESTERN AUSTRALIA

OPERATIONAL GUIDELINE 95

04 September 2017

EXTRACTING ROAD BUILDING MATERIALS FROM LAND IN WA

This Policy is owned and controlled by the Manager Materials Engineering.
Please submit all comments and requests for changes to the delegated custodian –
Pavements Manager.

Authorisation

This document is authorised for use.

Manager Materials Engineering

REVISION REGISTER

Date	Section	Main Changes
4.9.2017	Appendix 1	Compensation rate for 2017/18 added.
15.11.2016	Appendix 5 Appendix 6	Flowchart for Crown land added. Flowchart for Freehold land added.
11.10.2016	Cover page Appendix 1	Ownership of the guideline transferred to the Manager Materials Engineering. Compensation rate for 2016-17 added.
29.5.2015	Appendix 1	Compensation rate for 2015-16 added.
2.9.2014	Appendix 1	Added history of compensation rates.
19.8.2014	1 11.1 16	Application of the guideline to contractors. Compensation for types of damage. Records to be maintained.
24.9.2013	All	First issue

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1. SCOPE

This guideline describes the Main Roads process for obtaining road building materials from land in Western Australia. The guideline was developed from work done under the State Gravel Supply Strategy (SGSS), a WA State Government initiative to ensure ongoing access to natural road building materials. The SGSS was managed by a committee with representatives from MRWA, WALGA, DER, DMP, DOP and WA Farmers Federation. See abbreviations/acronyms in section 2.

The SGSS in 2015 was replaced by the Gravel Supply Interagency Working Group which meets half yearly. The current members in the group are DPaW, DMP, WALGA and Main Roads which provides the Chairperson.

The main categories of land are public land i.e. State Crown land and private land i.e. freehold land. Other public land includes Commonwealth Crown land and local government land. Legislation for land entry and conditions of occupiers and activities covers all land in WA. This includes land entry to extract materials from public and private land.

For State Crown land, the land can be under management control of one or more government agencies, and those agencies must be consulted for approval to formally enter the land. If the land is not subject to a specific management order, it is referred to as Vacant Crown Land (VCL) or Unallocated Crown Land (UCL) and is managed by the Department of Lands (DOL). Large tracts of land in the State are under pastoral lease, and the leaseholders and occupiers must be consulted as well as DOL for activities that impact that land. Large areas of land are also managed by the Department of Environment Regulation (DER) and the Department of Parks and Wildlife (DPaW).

Generally, all interest holders who are likely to be impacted must be consulted before entering the land, in order to obtain approval and to minimise inconvenience, avoid damage and maintain good relations. **Reference in the guideline to owners, occupiers, managers etc. is to be read as including all relevant interest holders with possible exception if not included in legislation requirements.**

For land which is covered by an Extractive Industry Licence or Mining Act tenement, advice should be obtained from Legal and Commercial Services Branch in Main Roads before proceeding. However Main Roads still has the option of purchasing material from licenced sellers if required.

Other organisations or companies contracted by MRWA to construct MRWA roads, who wish to use this process, need to arrange for MRWA to send letters to landowners to notify them of intended land entry and removal of materials. For contracts which specify responsibility of the contractor to provide materials, then the policy in this guideline might not apply. However if material is purchased from landowners by those contractors, relevant laws must be complied with including approval from local governments as required.

This guideline does not include all information on laws and regulations which might apply to the material removal operations. The guideline cannot be used to avoid these requirements.

2. ABBREVIATIONS

DAA	Department of Aboriginal Affairs
DER	Department of Environment Regulation
DPaW	Department of Parks and Wildlife
DMP	Department of Mines and Petroleum
DOL	Department of Lands

DOP	Department of Planning
LG	Local government
MRWA or Main Roads	Main Roads Western Australia
WALGA	WA Local Government Association
PLTM	Principal Land Tenure Manager, MRWA
PHO	Principal Heritage Officer, MRWA
LAA	Land Administration Act
LGA	Local Government Act
VCL	Vacant Crown Land
UCL	Unallocated Crown Land
FNA	File Notation Area (Mining Act instrument)
S19	Section 19 (Mining Act instrument)
RBM	Road building materials

3. OBJECTIVES OF THE GUIDELINE

The objectives are to document a clear description of the process to promote understanding by Main Roads staff, landowners and interest holders, and to support consistent practices.

4. BACKGROUND

The development of the WA road network up to the present time has depended upon the use of high quality, low cost naturally occurring RBMs obtained close to road works. Originally this was the only material available but its use has continued to the present as a low cost alternative to the use of more processed materials and material purchased from commercial suppliers.

However, access to naturally occurring materials is becoming more difficult due to:

- Depletion of deposits close to roads
- Competition from incompatible land use such as vineyards or residential development
- Resistance from landowners
- Environmental constraints
- Aboriginal/indigenous considerations

Because of the need to minimise environmental damage especially to native vegetation, the preferred option for future sources of RBMs is from existing disturbed land. This increases the pressure on privately owned cleared agricultural land for a source of materials.

Current processes for material extraction, compensation payments and for rehabilitation of excavations are not always consistent between Main Roads projects and contractors to Main Roads and this is a cause of dissatisfaction by landowners and a threat to continuing supplies of natural materials.

5. LEGISLATION

Acts of Parliament authorise the survey and extraction of materials by government agencies for public works. These Acts include the *Land Administration Act 1997(LAA)*, the *Local Government Act 1995(LGA)*, the *Main Roads Act 1930* and the *Public Works Act 1902*.

Main Roads WA has powers under Part 9, Divisions 2,3,4,5 and 6, and Part 10 of the Land Administration Act as delegated by the Minister for Lands to the Minister responsible for the Main Roads Act. Many of these powers have been sub-delegated to the Executive Director Finance and Commercial Services. The most used sections of the LAA dealing with entry on to land and extraction of RBMs are:

Section 182	Entry for feasibility study
Section 185	Temporary occupation and taking materials
Section 203	Compensation for damage resulting from entry to land
Section 205	Compensation as to mines

Under the LAA (section 12 and 34), the exercise of powers on Crown land under a management order requires approval of the relevant management body.

A Class conservation parks, A Class nature reserves and National Parks cannot be occupied just by formal notices and agency approval but requires parliamentary approval.

6. INITIAL CONTACT WITH LANDOWNERS/INTEREST HOLDERS

The land of interest should be checked to determine its land tenure and relevant interest holders. The local government can assist with information about freehold land, and the Department of Lands can assist with information about Crown land. The Principal Land Tenure Manager in Main Roads can also provide that information.

Main Roads staff should contact landowners/interest holders early in the planning stage of projects. Materials investigation work, clearances, materials testing and consultation can take a considerable length of time, sometimes as much as 12 months or more depending on the complexity of the project and the issues involved.

Discussions must be handled in a sensitive manner, and by management staff in positions of authority who are aware of the legal basis for land entry and the project requirements. The objective should be to reach agreement. If objections are raised to the proposed removal of materials, the approach should be to discuss the issues to reach a solution. If agreement cannot be reached, then the Main Roads position is to be explained objectively with an assurance that if Main Roads still wishes to proceed, it will always do so legally, and with professionalism and fairness.

7. LAND ENTRY FOR MATERIALS INVESTIGATION FEASIBILITY STUDY

Consent from the landowners/interest holders to enter land to conduct investigations must be sought. If consent is given, a written letter of intended entry is not essential provided ongoing communication is maintained with the interest holders to keep them informed of investigation progress and to confirm their continuing agreement. If appropriate, a written agreement can be prepared and signed by the interest holders and MRWA. Reference to legislation and Acts is not required.

However, if the interest holders are not agreeable to MRWA entering their land then a formal written notice is required. This must be arranged through the Main Roads Principal Land Tenure Manager (PLTM) in Property Management Branch. PLTM will arrange the necessary letter quoting the *Land Administration Act* section 182 with at least 30 days notice being given. The letter must be signed by the Executive Director Finance and Commercial Services. ***For more information on land entry and example letters, refer to online document 'LAND-Entry onto Land Process Guidelines'.***

8. MATERIALS INVESTIGATIONS

After complying with land entry requirements in section 7, staff should conduct a general site visit to identify prospective areas. It is necessary to check if any environmental or heritage constraints exist or if any approvals are required (**see section 10**) for the proposed materials investigation and possible extractive operation.

For freehold land, the relevant local government should be consulted to check on required clearances and approvals and the existence of town planning scheme constraints or extractive industry licences.

Damage to and clearing of native vegetation should be avoided. If this is considered to be unavoidable, advanced applications for approval are to be made to the relevant government agencies, usually DER in the first instance.

In areas subject to mining activities, the Department of Mines and Petroleum should be contacted to check on the presence of any Mining Act tenements. Note that basic raw materials such as gravel, sand and rock which occur on private land are not classed as minerals under the Mining Act, but they are when they occur on Crown land. However Mining Act tenements for other minerals can exist on private land.

The materials investigations should not be carried out unless necessary clearances are obtained and it is established that legal access will not be a problem.

For all sources, the time required to secure access needs to be considered. Negotiations with interest holders, investigation work and obtaining approvals for environmental and heritage clearances can take a substantial amount of time. At least 12 months preconstruction planning for materials access is usually required. If sensitive or legal issues are likely to be involved then much longer lead times should be assumed.

It is important to maintain communications with the landowner and interest holders during this stage to ensure they not inconvenienced and are informed of likely outcomes.

*More details of investigation techniques used by Main Roads are presented in **Operational Guideline 96, Searching for Gravel (See References, section 19)** which was prepared from Materials Engineering Branch Gravel Search Manual (2003).*

9. SOURCE PROTECTION / RESERVATIONS

General

At the planning stage of projects, it is important to consider the risks of potential material sources becoming inaccessible for any reason. An access plan or risk management plan should be developed to avoid delays in accessing the required materials.

For materials on Unallocated Crown Land or pastoral leases, use of notices of entry and short term land occupation to remove the material might be appropriate. If the land is likely to be subject to mining activity which could prevent access, use of a Section 19 (S19) instrument, or FNA, under the Mining Act, would be advisable (**see section 10.7 of this guide**). If the source is likely to be of long term strategic value then a S19 and reservation of the land would be appropriate.

On private land, reservation of the land as a materials source requires negotiation with the landowner to purchase the land.

Reserves

If reservation of the source is required, this is to be arranged through PLTM.

As detailed in Section 10, consent/approval could be required from:

- Dept of Lands
- Local government
- Lessee and occupier
- Land management body
- DER / Department of Parks and Wildlife
- DMP
- Aboriginal interest holders
- Heritage Council of WA
- Department of Water
- Other interest holders

To minimise the time taken to complete the reservation process, the PLTM often arranges with Main Roads regional staff to obtain some of these approvals through the local offices of relevant agencies such as DOL, DER and Native Title registered claimants / holders.

Reserves for road construction materials can be vested in the Commissioner of Main Roads or vested jointly with another agency such as local government if it also has an interest in the resource. Normally, requests to PLTM would be for vesting with Main Roads.

If the material source for reservation is hard rock, the Mines Safety and Inspection Act 1994 is relevant but not required under the Act for State Agency or local government purposes. However it is Main Roads policy to adhere to DMP practices for safety and rehabilitation as shown in guidelines on the DMP website.

See also the Main Roads Pits and Quarries guideline on environmental requirements for planning, developing, operating and rehabilitating material extraction sites.

For sites in forest areas or on DPaW managed land, DER/DPaW usually specifies mandatory conditions for excavation and rehabilitation which must be adhered to. **See Appendix 7.**

10. APPROVALS REQUIRED AS APPLICABLE

Prior to disturbance of the land for extraction of materials, it is necessary to check with the following organisations or interest holders as applicable for information and approval in relation to the land and its management.

10.1 Main Roads WA (Guidelines and Procedures)

Environmental and heritage aspects of proposed exploration and excavations must be considered. These include threatened flora and fauna species and communities, conservation areas, wetland/waterways protection areas, Aboriginal heritage sites, other heritage sites, land clearing, drainage/water erosion, salinity and spread of dieback.

Main Roads has statutory and corporate environmental responsibilities associated with its road network management.

Guidelines on the environmental approval processes involved are shown on the Environment Branch intranet site. The following guidelines cover the main requirements in relation to sourcing materials:

- *Pits and Quarries*
Environmental Guideline 6707/008
(See section 19, References)
- *Environmental Assessment and Approval*
Environmental Guideline 6707/001
- *Native Vegetation – Clearing Regulations and Permits*
Environmental Guideline 6707/034
- *MRWA Statewide Purpose Permit to clear native vegetation (see 6707/34)*
- *Processes for assessment of **Aboriginal Heritage** are described in Environmental Guideline 6707/006, Aboriginal Heritage, shown on the MRWA Environment Branch intranet site or contact MRWA's PHO.*

It is a requirement of the Aboriginal Heritage Act 1972 that heritage sites are not to be impacted unless given prior approval by the Minister for Aboriginal Affairs.

- *Processes for assessment of **Heritage (Historical)** are described in Environmental Guideline 6707/009, Heritage, shown on the MRWA Environment Branch intranet site or contact MRWA's PHO.*

10.2 Local Government

The local government should be consulted to discuss Main Roads intentions and any concerns the local government might have. Issues which often arise include town planning schemes, disturbance of residents, future land use, damage to vegetation, heritage impacts and use of local roads. There might also be opportunities to coordinate Main Roads and local government works and sharing of road building material resources. Main Roads does not need an extractive industries licence to remove materials.

If the gravel source is on land which is covered by an existing extractive industry licence, advice should be sought from Legal and Commercial Services Branch in Main Roads before proceeding. Main Roads would not usually remove material that interfered with an existing licence holder but might consider purchasing the material.

10.3 Department of Lands (DOL)

For unmanaged Crown land or Crown land under pastoral lease, DOL must be contacted. For regional Main Roads staff, the relevant DOL regional office should be the first point of contact.

10.4 Native Title Interest Holders

It is a requirement of the Native Title Act 1993 that if Native Title still exists over an area where materials are to be extracted, the registered Native Title claimants / holders are notified. This notification process is managed by the PLTM.

10.5 DPaW and DER

DPaW and DER are State Government Agencies with the function of managing large areas of Crown land in WA including State Forests, National Parks, nature reserves and other conservation lands in accordance with the Conservation and Land Management Act 1984.

DPaW and DER has policies for approving controlled access to basic raw materials on its managed lands within its function to protect native vegetation in the conservation reserve system.

The initial approach to be used by Main Roads seeking access to DPaW managed land is to contact the DPaW District Manager or Regional Manager at the local DPaW- DER office.

See Appendix 7 for an example DER/DPaW Impact Evaluation Checklist, required for proposed works.

10.6 Department Of Water

If land disturbance is likely to involve or impact wetlands, watercourses or water resources, then approval to proceed is required from the Department of Water. Applications to Department of Water will be required to take water or to modify beds and banks of water courses. Information can be obtained from Department of Water offices and from its website.

10.7 Department of Mining and Petroleum (DMP) and Mining Lease Holders

In areas subject to mining activities, the DMP must be contacted to confirm the status of the land in relation to mining tenements and to ensure that no adverse issues will arise. The presence of mining tenements can be checked online on the Tengraph tenement mapping system on the DMP website.

If Mining Leases have been granted over the area of interest, the lease holder is to be contacted to explain Main Roads intentions and to seek approval.

If the land is not covered by a Mining Lease, but there is a risk that lease applications could be lodged, application can be made to DMP to exclude the area from the provisions of the Mining Act to cover the period Main Roads needs the land for material extraction. This is done by application to DMP to temporarily exempt the area from applications for mining tenements pursuant to Section 19 (S19) of the Mining Act or by a File Notation Area (FNA).

Section 19s remains in force for 2 years within which time DMP expects MRWA to complete its use of the land or create a material reserve (See section 9 of this guideline). Renewal of S19s for an additional 2 years is permitted but requires justification to DMP.

An FNA alerts DMP that Main Roads has an interest in the land which enables contact with MRWA before an application for a mining tenement is granted. However this is not guaranteed so is not always an effective means of protection of material sources.

On land covered by a mining exploration licence, the licence holder should be advised of entry by MRWA but consent is not required and compensation is not applicable if it does not interfere with the explorer's activities.

If MRWA wishes to extract materials from an existing Mining Lease, then the lease holder must be consulted to seek consent. Materials can be removed without consent using the LAA but compensation for damage could be payable. Compensation does not include the value of road building material removed but if that material would normally be used by the miner for sale or profit, then loss of profit might be considered as part of the compensation

depending on the circumstances. In situations where MRWA had previously used material or indicated its proposed use from that source before the lease was granted, then it is less likely that loss of profit from the material would be included in compensation.

If MRWA purchases material from a mining lease holder, DMP royalties are required to be paid to DMP by the leaseholder, and this cost can be included in the selling price.

In negotiating for materials with mining tenement holders, seek advice from the Manager, Legal and Commercial Services.

11. CONSULTATION FOR MATERIALS EXTRACTION

If investigations on the land confirm that suitable material exists, the proposed excavation must be discussed with the landowner/interest holders. Typical items to be addressed include:

- Authority for entry and removal of materials
- Description of the materials and the road project
- Description of the location and area
- Approvals required and obtained
- Access to the proposed excavation
- Clearing/stockpiling/excavation techniques
- Maintenance of tracks and access roads
- Staged completion if relevant
- Estimated timing and period involved
- Rehabilitation methods and timing
- Assessment of likely damage including (1) loss of profit from the affected land (2) damage to improvements and (3) volume of materials to be removed
- Compensation for damage (money and or services)

An assessment of the compensation likely to be paid must be made before any excavation work, to determine if use of the source of material is the best option in comparison to sources from other landowners or purchase of material from material supply contractors.

11.1 Compensation for Damage

Compensation for damage caused by MRWA is to be paid to the landowner (if he/she gives written notice requiring it) in accordance with *Section 203* of the *Land Administration Act*. For removal of materials, damage usually consists of damage to the disturbed land and damage to improvements such as fences, tracks and crops.

Payment of compensation for inconvenience, noise, dust and degradation of the land can be logically related to the volume of material removed for which Main Roads is prepared to pay a rate per cubic metre depending on the circumstances. Main Roads policy is to pay up to a maximum set rate which is adjusted each year based on CPI, and communicated in writing or email by the Executive Director CNR to relevant operational managers. **See Appendix 1 for Main Roads compensation rate.**

It is important to note that this payment is not to purchase the material as there is no requirement for MRWA to purchase the material under the Land Administration Act.

The max set rate is to cover the area of land excavated. No other payment such as loss of profit from the land is paid except in very exceptional circumstances and are only to be approved by Executive Directors or equivalent. **See section 11.2**

Payments at rates less than the maximum are usually paid for situations where damage is less eg excavation of sand which does not usually affect the productivity of the land, or where the excavation is a benefit to the landowner such as creation of a dam for water storage. Payment above the set rate can only be made in exceptional circumstances by approval of Executive Directors or Project Directors. This could include payment of loss of profit if Main Roads occupies an area of land for more than 12 months. **See section 11.2.**

Note that as part of the rehabilitation work for which Main Roads accepts responsibility, these additional payments and or work can be approved by Regional Managers or equivalent. **See section 13.**

Compensation is not usually paid for pastoral land because that is Crown land and the excavation is usually insignificant in area compared to the lease area, and is usually remote from the homestead or leaseholders activities.

On occasions the landowner may request compensation in a form other than money e.g. by MRWA providing some service such as farm track construction. In these circumstances, if MRWA agrees to do the work, the cost of such work is to be taken into account to replace or reduce the amount of any monetary compensation payable.

For Crown land managed by a government agency, payment of compensation is not usually requested but conditions which are required to be met can be costly. These conditions can include environmental and heritage surveys, and specific rehabilitation of the land.

11.2 Approval to Pay Compensation

The Project Manager is to obtain approval from the relevant Regional Manager/Project Director to pay the estimated compensation. **See Appendix 2 for the Approval Application Form.** For payments above the maximum set rate or for loss of profit, then approval from the relevant Director or Executive Director is required. **See MRWA Delegation of Authority Section 2.8.**

11.3 Native Title Compensation

Compensation is payable only for loss, diminution, impairment or other effect on the Native Title interests of the registered claimants / holders. This **does not** include the commercial value of any materials taken. Furthermore, material extraction can continue while Native Title compensation remains unresolved.

The general principle under the Native Title Act is the State Government is responsible for paying compensation to Native Title holders for acts attributable to the State. As a result, the Department of Premier and Cabinet are in control of the Native Title compensation process.

If further information is required, contact the PHO.

11.4 GST

GST may be chargeable by the landowner depending on his/her business arrangements. However payment of compensation by Main Roads for damage is possibly not considered to be income for the landowner. If GST is applicable, a complying tax invoice which includes the landowner's ABN must be issued to enable MRWA to claim the tax credit. And if compensation payment includes services, the value of these services must also include GST. The most appropriate means of meeting GST requirements, is for Main Roads to issue a Recipient Created Tax Invoice (Form MRWA 74A) obtainable in Online Documents under GST (Category: Finance). **See copy in Appendix 3 of this guideline.** Advice on use of this form can be obtained from Finance Branch in MRWA.

11.5 Agreements and Letters to Landowners

If an agreement for extraction and compensation is reached between Main Roads and the landowner, MRWA is to write a letter to the landowner confirming the details, and the letter can be signed by the Regional Manager or Project Director. Reference to legislation and acts is not required. Written agreement from the landowner is required.

If agreement cannot be reached and Main Roads still wishes to remove the material, then this should be explained to the landowner with an assurance that Main Roads will rehabilitate the land and pay reasonable compensation for damage as applicable.

PLTM is to be contacted to arrange the necessary letters to the landowner. Letters must be signed by the Executive Director Finance and Commercial Services and the legal authority for land entry for temporary occupation to remove materials is to be shown as Section 185 of the LAA which requires at least 7 days written notice. The letter must also state the use to be made of the land and the approximate period of occupation. However, if possible, details should still be discussed verbally with the landowner/ lessee/occupier to minimise their inconvenience for some agreement or advice on conditions and timing.

For Crown land, the management body for the land often requires a formal letter quoting the laws under which the land is entered and confirmation that all conditions will be met.

An example letter is shown in Entry onto Land Process Guidelines.

If the land is leased or managed, it is essential the letter is addressed and delivered to the owner of the land, with a copy to the lessee/occupier. Lessees and occupiers could also be entitled to compensation as well as the landowner.

12. EXCAVATION

Photographs should be taken of the area intended for excavation for comparison with photographs taken during and after excavation and rehabilitation. This will assist in confirming rehabilitation action and results.

The excavation technique to be used is normally at the discretion of MRWA. However if this is likely to become an issue, the landowner should be consulted in advance to minimise disagreements. For large areas or long term use pits, progressive or staged excavation may be appropriate with some area of rehabilitation completed before final excavation of the entire area.

13. REHABILITATION

The standard of rehabilitation is a common cause of misunderstanding and dissatisfaction between landowners and Main Roads. It is therefore very important to agree on the rehabilitation action before finalising any excavation agreement. The ultimate intended use for the land after excavation should be considered in agreeing on the rehabilitation action. For agricultural land it is usual for Main Roads to pay for re-establishment of pasture or crop as applicable.

MRWA environmental requirements referenced in Section 8.1 are to be used to assist with determining the appropriate rehabilitation. Rehabilitation to grow native vegetation should be supported where practical and economical.

Rehabilitation is the responsibility of MRWA. The rehabilitation work can be carried out by the landowner, MRWA or by a contractor but it is essential that MRWA controls the work and

ensures it is done to the standard and deadline agreed and in compliance with all requirements or conditions set by approving agencies.

14. PAYMENT

Payment of compensation for damage is to be made as agreed with the landowner, lessee and occupier as applicable. Before payment, the landowner, lessee and occupier are to sign letters or statements showing payment amount, and confirming they accept the payment as total compensation for damage and in full satisfaction and discharge of all claims. A copy of this acceptance is to be retained on Main Roads file.

See Appendix 3 if GST is applicable.

15. DISPUTES

One of the purposes of this guideline is to stress the importance of liaison with the landowners to avoid misunderstandings and disputes. But if a dispute does arise and it cannot be resolved by the parties, advice should be sought from Legal and Commercial Services Branch in Head Office.

16. RECORDS

Records of materials sites are to be maintained in IRIS through IRIS loading process. The Regional Materials Manager is responsible for providing the data to the IRIS person in the region for input. **The data in IRIS is confidential to prevent other organisations taking advantage of the location of the site. Only Regional Material Managers and selected Main Roads personnel are allowed to access the data.**

The IRIS materials data input is to be reported at the regional management meetings as for other IRIS data. The Materials Site has many fields for completion, and some of this data might not be known, however the location details, land tenure details and material description are essential to identify the material source.

Details of the fields to be updated can be found in the Road Information Centre (RIC) as below:

http://cms2002/intranet/ric/definitions/inventory/environment/material_site.asp

It is also noted that even for material sites that are exhausted or rehabilitated, the record might still be useful for many reasons, including the properties of the material used on the road and the location of the site to assist future searches for natural materials.

The IRIS update process is shown on the iROADS Home Page under Road Data/Road Information Centre/IRIS Update Process. Materials are required to be updated as per the Road Inventory Update Process Overview Stage 4 and completed within 4 weeks of project completion. The person in the region responsible for IRIS input can provide additional explanation and guidance.

The materials data in relation to specific road construction projects and strategic purposes are to be included.

A template can be obtained from an IRIS report or a list for the region is shown below

Wheatbelt	D14#275693
Great Southern	D14#277920

South West	D14#277917
Pilbara	D14#275689
Midwest & Gascoyne	D14#275688
Kimberley	D14#275686
GER	D14#275684

MAP LOCATIONS OF MATERIAL SITES

A "Road Building Materials Site" layer is available in the Integrated Mapping System (IMS) under road inventory. As this layer is secured, only the Regional Materials Manager and selected personnel can have access to the layer.

17. CONTACTS

FOR ADVICE ON	CONTACT
General process	MRWA: Regional Materials Manager. Regional Manager. Regional Senior Project Manager. Principal Land Tenure Manager. Manager Legal & Commercial Services. Director Regional Operations
Land identification search	MRWA: Principal Land Tenure Manager. Manager Legal & Commercial Services.
Reservation of land	MRWA: Principal Land Tenure Manager.
Letters of agreement to enter land	MRWA: Regional Manager.
Formal Notice of entry	MRWA: Principal Land Tenure Manager.
Legal issues	MRWA Manager Legal & Commercial Services.
Native Title	MRWA Principal Heritage Officer MRWA Principal Land Tenure Manager. Native Title Representative Body Dept of Aboriginal Affairs (DAA). National Native Title Tribunal.
Aboriginal Heritage	MRWA Principal Heritage Officer Regional Aboriginal Land Council. MRWA Regional Environment Officer. Dept of Aboriginal Affairs (DAA).
Heritage	MRWA Principal Heritage Officer Heritage Council of WA.
Pastoral Leases	DOL Regional Office.
Environmental issues	MRWA Regional Environment Officer. MRWA Manager Environment Branch. DER Regional Office. Department of Water Regional Office.
Mining Act	DMP –Mineral and Title Services Division, Area Managers, North or South. Tenure & Native Title Branch, Mineral House, East Perth 9222 3333
DPaW managed land	MRWA Regional Environment Officer.

	DPaW Regional Office.
Local Government - general	WA Local Government Association (WALGA). West Perth. 9213 2000
Local Government – local issues	Local Government - Shire office.

18. PROCESS SUMMARY / CHECKLIST

See Appendix 4.

Also see Appendix 5 and 6.

19. REFERENCES

Main Roads WA (2014), Operational Guideline 96: Searching for Gravel.

Main Roads WA (2014), Online document: LAND-Entry onto Land Process Guidelines.

Main Roads WA (2010), Delegation of Authority.

Main Roads WA (2007), Pits and Quarries, Document 6707/008.

Main Roads WA (2004), Environmental Assessment and Approval, Document 6707/001.

Acts Relevant to Public Works

Land Administration Act 1997

Local Government Act 1995

Native Title Act 1993

Main Roads Act 1930

Public Works Act 1902

APPENDIX 1 HISTORY OF MAIN ROADS COMPENSATION RATES

FINANCIAL YEAR	MAXIMUM RATE \$ per cubic metre	DETAILS
2001-2007	1.00	Determined by comparison with typical local government rates
2007-2008	1.20	Increase based on CPI 2001 to 2007
2008/09	1.25	Increase based on CPI
2009/10	1.27	Increase based on CPI
2010/11	1.31	Increase based on CPI
2011/12	1.35	Increase based on CPI
2012/13	1.37	Increase based on CPI
2013/14	1.40	Increase based on CPI
2014/15	1.45	Increase based on CPI
2015/16	1.47	Increase based on CPI
2016/17	1.48	Increase based on CPI
2017/18	1.51	Increase based on 2016/17 CPI

APPENDIX 2 COMPENSATION PAYMENT APPROVAL

Region
Regional File

DAC File

TO RM/PD/D/ED FOR APPROVAL

PROPOSAL TO PAY COMPENSATION TO LANDOWNER FOR ROADBUILDING MATERIALS

Landowner _____

Project	
Pit Name	
Land Lot / Loc No.	
Material Type	
Excavation Area	
Material Quantity m ³	
Rate \$/m ³	
Amount \$	
Other Compensation	
Form of Payment	
Rehab Details	
Other information	

Delegation of Authority section 2.8 and Operational Guideline 95 have been complied with.

Environmental and heritage requirements have been complied with by Main Roads, contractors to Main Roads and by the landowner.

Written acceptance by the landowner that the payment is accepted as full compensation will be obtained prior to payment.

Submitted by _____ Signature/Name/Title/Date

Approved/ Not Approved _____ Signature/Name/Title/Date

APPENDIX 3 TAX INVOICE

RECIPIENT CREATED TAX INVOICE		MRWA 74A																				
MAIN ROADS Western Australia ABN 50 860 676 021 CERTIFICATE FOR CONTRACT PAYMENT																						
Page 1 of																						
CONTRACT NUMBER:..... CERTIFICATE NUMBER:..... DATE OF RECEIPT OF PROGRESS CLAIM: CONTRACTOR / LANDOWNER..... ABN.....																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 20%; text-align: center;">\$</td> <td style="width: 30%; text-align: center;">c</td> </tr> <tr> <td style="text-align: right;">Original Contract Price:</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Plus Variations Issued to Date (1):</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Current Contract Price:</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Less Payments to Date:</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">(Purchase of plant and prom burner by the Contractor plus cost of Mobilisation as per Clause 6.18)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Less Retention Held to Date:</td> <td></td> <td></td> </tr> </table>		\$	c	Original Contract Price:			Plus Variations Issued to Date (1):			Current Contract Price:			Less Payments to Date:			(Purchase of plant and prom burner by the Contractor plus cost of Mobilisation as per Clause 6.18)			Less Retention Held to Date:			
	\$	c																				
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Plus Variations Issued to Date (1):																						
Current Contract Price:																						
Less Payments to Date:																						
(Purchase of plant and prom burner by the Contractor plus cost of Mobilisation as per Clause 6.18)																						
Less Retention Held to Date:																						
Amount Claimed For Work Progress (<i>Invoices</i>): Less Amount Not Granted Due to Plus Amount Granted Due to.....N/A..... <div style="text-align: right;"> Total Amount Granted: Less Retention (0%): Net Amount Payable: Plus GST 10%: Gross Amount: </div>																						
I certify the sum of..... is the payment on account due to the contractor under the terms of the contract and request that payment be made by <div style="display: flex; justify-content: space-between;"> <div>..... Project Manager</div> <div>Date/...../.....</div> </div>																						

APPENDIX 4 PROCESS SUMMARY

SUMMARY OF PROCESS FOR SOURCING ROADBUILDING MATERIAL FROM LAND IN WA

Section

6	Identify land involved (owner, manager and interest holders)
---	--

Seek consent for Main Roads proposals with the owner, and interest holders as applicable.

If consent and agreement is obtained, continue with proposals

If consent is not given then continue negotiations or abandon proposals.

7	Entry for investigations. Obtain consents preferably in writing. If consent not obtained or owner/management body requires, issue notice of entry letters through PLTM.
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8	Conduct investigation as proposed.
---	------------------------------------

9	For reservation of sources initiate through PLTM.
---	---

10	Approvals required (as applicable) prior to material extraction.
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- 10.1 MRWA
- 10.2 Local Government
- 10.3 DOL
- 10.4 Native Title Interest Holders
- 10.5 DER
- 10.6 Dept of Water
- 10.7 DMP/Mining Lease Holders

11	Seek agreement on land entry details, excavation conditions and management plans.
----	---

- 11.1 Compensation for damage
- 11.2 Approval to pay compensation
- 11.3 Native Title Compensation
- 11.4 GST
- 11.5 If private landowner gives consent, document agreement.
If landowner does not agree, and for manager of Crown land, issue notice through PLTM.

12	Excavate material, complying with all conditions.
----	---

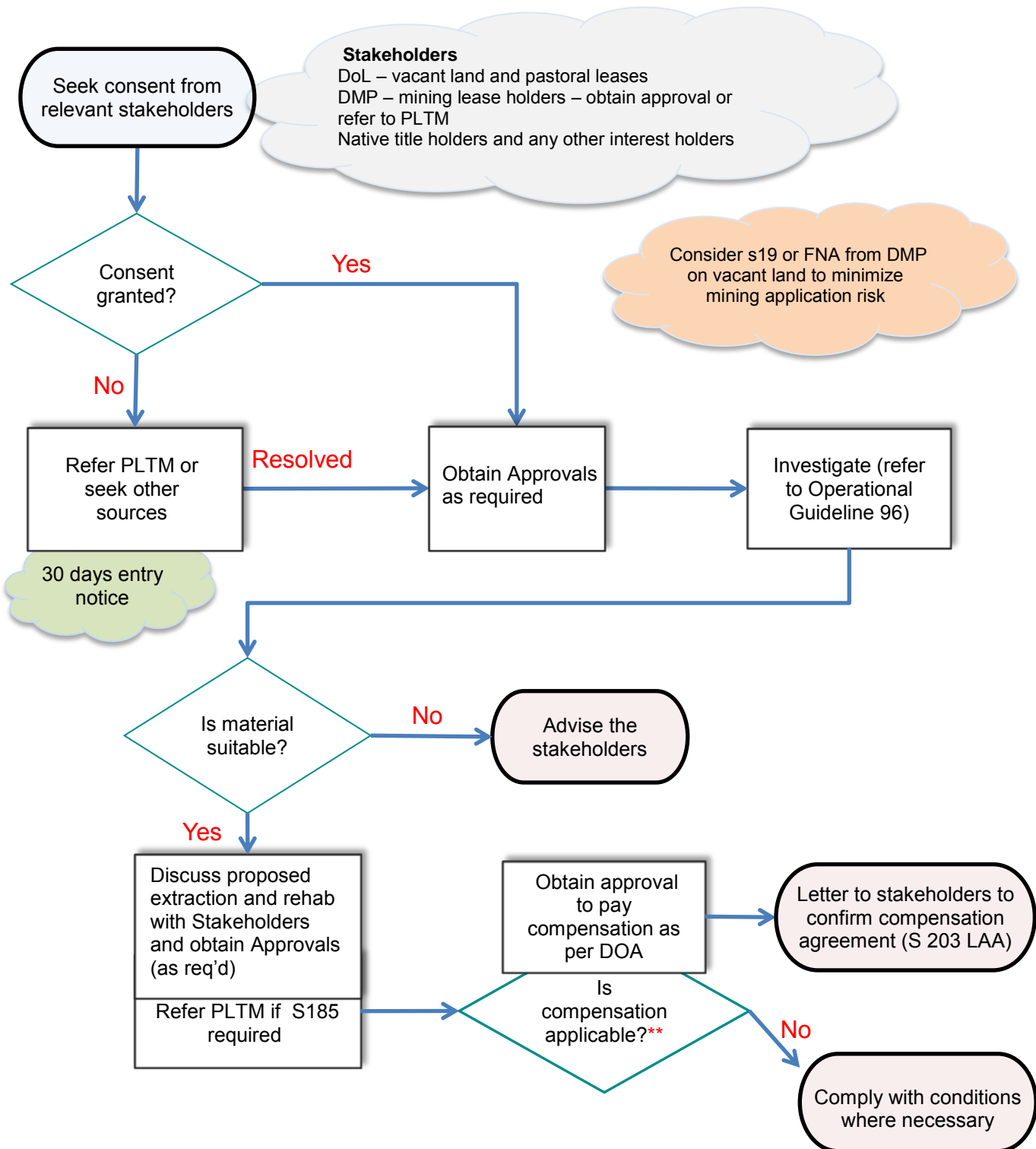
13	Rehabilitate land, complying with all conditions.
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14	Pay compensation if applicable as agreed.
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15	Resolve any disputes.
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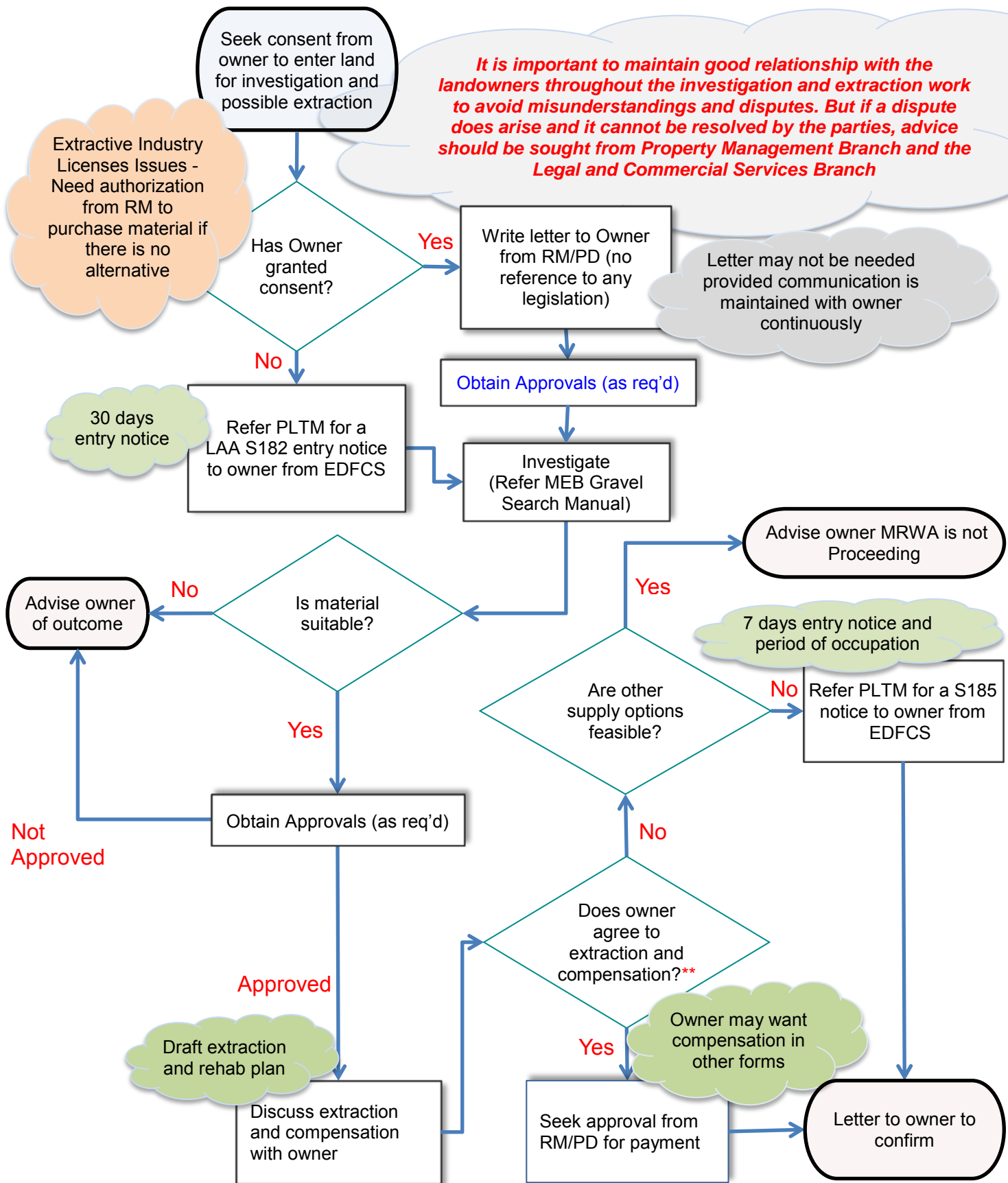
16	Update records.
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APPENDIX 5 EXTRACTING MATERIAL FROM CROWN LAND



****Compensation is for damage and inconvenience according to LAA s185. Material payment rate is not for the value of materials removed. Typically not applicable to Pastoral Leases**

APPENDIX 6 EXTRACTING MATERIAL FROM FREEHOLD LAND



****Compensation is for damage and inconvenience according to LAA s185. Material payment rate is not for the value of materials removed.**

APPENDIX 7 DPAW IMPACT EVALUATION CHECKLIST

This checklist is an example to be modified as applicable

A – Land Details			
DPaW Region		District	
LG			
Park/Reserve Name and Location			
Primary Management Objective of Park/Reserve			

B – Proposed Works			
Purpose			
Type & Extent of Proposed Works			
Alternative Options Considered			
Implications of Postponement or 'Do Nothing' Option			

C – Impact Evaluation				
Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Comments
	Acceptable	Modified	Do Nothing	
1. Geology, Landform and Soils				
1.1 Caves, fossils, or dunes.				
1.2 Soil erosion (water or wind).				<i>All sections of trail will be constructed in a sustainable way to minimise the potential for erosion.</i>
1.3 Soil mixing or soil compaction.				<i>The surface of the trail will be compacted through the construction process where necessary to minimise the potential for erosion. Long term usage of the trail may also cause compaction to occur.</i>
2. Hydrology				
2.1 Stream salinity.				
2.2 Stream or impoundment sedimentation.				<i>All trail will be constructed following sustainability principles, thus minimising the potential for erosion and sedimentation to occur.</i>

2.3	Altered run off, impeded drainage or waterlogging.				<i>Suitable drainage will be installed along erosion susceptible sections of trail.</i>
3. Flora, Fauna and Ecosystems					
3.1	DRF or Priority Species, Threatened Communities or restricted, unusual or poorly reserved vegetation associations.				
3.2	Population of fire sensitive species.				
3.3	Declared Rare or Endangered fauna, translocation programs, release sites or restricted habitats.				
3.4	Diverse Ecosystem Zones including rivers, streams, swamps, lakes, gorges, rock outcrops etc.				
4. Environmental Protection					
4.1	Diseases (eg. Dieback, Armillaria, cankers etc).				<i>All sections of trail other than existing, open and accessible roads, will be subject to dieback interpretation. All trail will be constructed through to minimise the risk of spreading dieback</i>
4.2	Insect damage or other plant health issues.				
4.3	Declared weeds, or other environmental weeds.				
4.4	Declared pests, or other feral animals				
5. Recreation and Access					
5.1	Public access, re-direct public use.				
5.2	Increase public misuse (eg. tracks degrade).				<i>Sections of constructed trail will be signposted accordingly to limit potential for illegal activities, such as motorbikes, horses, etc.</i>
5.3	Landscape, features, wilderness appreciation.				
5.4	Visitor safety.				<i>The trail will be incorporated into the Department's standard Visitor Risk Management program, with visitor risk being assessed and managed accordingly.</i>
5.5	Increase demand for facilities and service (eg. rubbish disposal, toilets etc.).				<i>Trail is based on minimal impact principles, with cyclists being self sufficient and removing their wastes. No waste disposal facilities, or fireplaces will be supplied at campsites.</i>
5.6	Commercial tour operators, concessions including wildflower displays.				
6. Cultural Heritage					
6.1	Aboriginal sites				<i>The proposed trail alignment will be checked against the DAA Sites Register, and amended as required. Relevant Native Title Claimants will be notified as part of the planning process.</i>
Non-Indigenous Cultural Heritage					
Does the operational area contain or adjoin any places on the following Registers or lists;					
"Register of the National Estate"?					

Regional Forest Agreement for the South West Forest Region of Western Australian?				
Western Australian "Register of Heritage Places"?				
"Municipal Inventory " for the local Shire?				
RATIS "Cultural Heritage Database"				
6.2.2 Are there any historical structures or cultural sites adjoining the operational area that may be affected by fire? (Eg: Bridges/buildings)				
6.2.3 Does the Dieback Cell Report for the operational area contain any places that are identified as having potential Cultural Heritage value?				
6.2.4 Other (Please identify).				
7. Other Uses				
7.1 Basic Raw Material requirements (gravel, rock, and borrow pits).				
7.2 Mineral Exploration and Mining				
7.3 Commercial activities (eg. apiarists).				
8. Special Values				
8.1 Special reference sites, research plots.				
8.2 High value sites, (farms, settlements, plantations etc).				
9. Management Considerations				
9.1 Can proposal pre-empt future Management Plan?				
9.2 Does the proposal conflict with existing policy or Management Plan?				
9.3 Neighbours, local shires, and community interests.				
9.4 Fulfils legal requirements (eg Bushfires Act, etc)				
9.5 Effect on fire management regime and costs.				
10. Monitoring				
10.1 How and when will the effects of the proposed operation be monitored?				
10.2 Who is responsible for completing the monitoring?				
10.3 Have resources been made available for monitoring?				
10.4 Who will be provided with the monitoring results, and what is expected to happen with the results?				

D – Level of Approval Required (Refer to Approvals Matrix)

E – Proponent/s			
Signature		Date	
Name/Position			
Signature		Date	
Name/Position			

F – Endorsements/Approvals			
Comments			
Signature		Date	
Name/Position	???, District Manager - ? District		
Comments			
Signature		Date	
Name/Position	???, Regional Manager - ? Region		
<div> APPROVED / NOT APPROVED <div>Date</div> </div>			

Explanatory Notes

Item	Comment
Section A – Land Details	
Region:	Identify the Departmental administrative region in which the Park / Reserve is located.
District:	Identify the Departmental administrative district in which the Park / Reserve is located.
LGA:	Identify the Local Government in which the Park / Reserve is located. This will be important in determining whom to contact regarding “Municipal Inventory” information.
Park / Reserve Name and Location:	Identify the gazetted name of the Park / Reserve and any additional information regarding the locality or block name that may be relevant, and provide a map with the Checklist. Where the Park / Reserve is extensive identify the map series and sheets that cover the area, and identify other Departmental land, leases or Crown land with which it has common boundaries.
Primary Management Objective of the Park / Reserve:	Clearly identify the primary management objective of the Park / Reserve, and include the identification of any proposed zoning classification that is applied to the Park / Reserve.
Section B – Proposed Works	
Purpose:	Provide a clear description of the purpose of the work proposed for evaluation. The proposed work must be broken down into its component parts, and the location and extent of each of these parts quantified in detail. The proposed location of the work should be mapped at a scale that enables it to be effectively assessed.
Were Other Options Considered:	Briefly outline the other options that were considered, and provide a short justification as to why they were not preferred.
Implications of postponement or ‘Do Nothing’ option:	Briefly outline the implications of delaying the completion of the proposed work or of doing nothing. Identify where the work may reduce management costs due to reduction in management complexity, or by increasing the “economy of scale” for existing programs.
Section C – Impact Evaluation	
1. Geology, Landform and Soils	
1.1 Caves, fossils or dunes.	Identify where there are areas that are sensitive to disturbance and may be affected by the operation now or in the future. Where possible identify whether these threats will require major expenditure in the future.
1.2 Soil erosion (water or wind).	Identify where there are areas that are either currently affected by wind or water erosion or are likely to be affected by these in the future. Where possible identify whether these threats will require major expenditure in the future.
1.3 Soil mixing or soil compaction.	Identify whether the proposed operation is likely to result in mechanical damage to the soil profile, or whether the operation is proposed to ameliorate this.
2. Hydrology	
2.1 Salinity.	Identify where there are areas that are either currently affected by stream or land salinity or are likely to be affected in the future. Where possible identify whether this will require major expenditure on revegetation or rehabilitation in the future.

2.2 River / stream or impoundment sedimentation.	Identify whether the proposed operation is likely to affect water quality in the rivers and streams or where there is potential to affect a harnessed catchment. This may include major dams or the domestic or agricultural dams used by neighbours.
2.3 Altered run off, impeded drainage or waterlogging.	Identify where there are areas that may be affected by a changed water flow regime, are either currently affected by waterlogging, or are likely to be affected by this in the future. Where possible identify whether this threat will require major expenditure in the future.
3. Flora, Fauna and Ecosystems	
3.1 DRF or Priority Species, Threatened Communities or restricted, unusual or poorly reserved vegetation associations	The presence of DRF, Priority Species or Threatened Community on the Reserve should be clearly identified, and any area identified as poorly reserved, as a likely habitat or landform type should be addressed.
3.2 Population of fire sensitive species.	Provide any information about fire sensitive flora and fauna. This may be a short-term artefact of recent fire events or fire history. This should include comments on the fire protection measures that are currently in place, and any comments about the particular species involved.
3.3 Declared Rare or Endangered fauna, translocation programs, release sites or restricted habitats	Where the presence of Rare and Endangered species has been identified these should be clearly stated. Where the Park / Reserve is identified as part of a current or proposed translocation program for rare fauna then comments on these should be provided. Where the vegetation associations are suitable for rare fauna or restricted habitats have been recorded in the area then comments on these should be provided.
3.4 Effects on ecosystem.	The vegetation associations are often the only available description of the ecosystem and may be at an Interim Biogeographical scale, or Botanical District scale. It may be possible to support any interpretation of this by reference to studies of similar areas. For smaller reserves finer scale vegetation studies such as those completed by Muir, or Mattiske may be available. Comment on the degree to which the natural vegetation is intact.
4. Environmental Protection	
4.1 Diseases (eg. Dieback, Armillaria, cankers etc).	Identify whether the Park / Reserve is in the Phytophthora susceptibility zone and whether the proposed operation will intersect with any known or suspected infestations. Indicate whether there is a current Dieback Cell Report available for the area, and comment on any specific issues in the Report. Identify the presence of Armillaria and comment on proposed operational strategies to manage this. Identify whether the native vegetation exhibits symptoms of extensive aerial cankers. Comment on whether this is linked to current management or whether it is naturally occurring, and whether the proposed operation is likely to alter the situation.
4.2 Insect damage or other plant health issues.	Comment on whether the vegetation is suffering from insect attack, which is affecting the vigour or form of the plants. Comment on whether the vegetation is suffering from significant signs of species or stand decline due to plant health issues (such as Tuart decline near the Harvey Estuary or other issues such as "Mundulla Yellows").
4.3 Declared weeds, or other environmental weeds.	Comment on known and observed infestations of Declared and Environmental Weeds on the Park / Reserve. Where there is an expectation of the risk of introduction or spread of these or new species, this should be identified and the extent and cost quantified.

4.4 Declared pests, or other feral animals.	<p>Comment on known and observed feral animals on the Park / Reserve. Where the proposed work is part of an ongoing control program identify this.</p> <p>Where there are opportunities for existing control programs to be extended to this land then it should be identified.</p>
5. Recreation and Access	
5.1 Public access, re-direct public use.	<p>Identify whether access routes through the Park / Reserve provide legal access to other properties, or whether they are a current access route used by the landowner, and who is responsible for the maintenance of this access road.</p> <p>It is important to differentiate between access proposals that are for maintenance purposes, and those that are a new work proposal. Major road reconstruction or construction of a new alignment must be carefully considered because they may re direct public access, or increase the usage to levels that cannot be sustained.</p>
5.2 Increase public misuse (eg. tracks degrade).	Provision of upgraded or new facilities at recreation destinations may increase usage patterns to a level that cannot be sustained by the access roads. If this occurs then there is likely to be an increase in the damage to access tracks, track duplication etc.
5.3 Landscape, features, wilderness appreciation.	<p>The land may contain or provide important scenic areas, such as peaks or ranges at the Regional level, or may provide an important scenic or landscape values at the local level. Identify whether the proposed activity will impact on the scenic values or scenic experience.</p> <p>Construction of buildings, new roads and firebreaks may affect the wilderness value of an area, and if inappropriately located have a long-term negative impact on scenic values.</p>
5.4 Visitor safety.	Activities that are proposed to improve public or visitor safety are appropriate as a Necessary Operation. Accordingly any activity which has the potential to adversely affect safety must be very closely analysed before approval.
5.5 Increase demand for facilities and service (eg. rubbish disposal, toilets etc.).	Provision of upgraded or new access roads to recreation destinations may increase usage patterns to a level that cannot be sustained by the built infrastructure, or maintenance capacity. If this occurs then there is likely to be an increase in the amount of inappropriate behaviour and vandalism. This will reduce the level of enjoyment of the site for all users. Therefore any proposal about recreation activities should ensure that it has an integrated analysis of access, facilities and maintenance issues prior to approval.
5.6 Commercial tour operators, concessions including wildflower displays.	Identify where the proposed operation has the capacity to effect the activities of approved commercial tour operators in a Park / Reserve. For example the alteration to access may have significant implication on tour activities. Changes to fire management may effect wildflower displays in the short and long term, and have implications on returns to tour operators.
6. Cultural Heritage	
6.1 Aboriginal sites	Report on known indigenous cultural sites, or sites that are located off the Park / Reserve which may influence the use or management of the land.
6.2 Non-Indigenous Cultural Heritage	

<p>6.2.1 Does the operational area contain or adjoin any places on the following Registers or lists;</p> <ul style="list-style-type: none"> • Register of the National Estate • Regional Forest Agreement for the South West Forest Region of Western Australian • Western Australian Register of Heritage Places • Municipal Inventory for the local Shire? • RATIS Cultural Heritage Database 	<p>Check the “Register of the Estate” and report on any sites that are on, or are immediately adjoining the Park / Reserve. This should include a statement about the type of site and its significance.</p> <p>This information should be further defined where the proposed operation is expected to change the values identified for the place.</p> <p>Where the Park / Reserve is covered by the RFA, then any places with cultural heritage values identified in the RFA should be assessed in this Section.</p> <p>Check the WA “Register of Heritage Places” and report on any sites that are on, or are immediately adjoining the Park / Reserve. This should include a statement about the description of the place, its current listing and its significance. This is very important because the costs and complexity of ongoing management may be significantly affected by the presence of a listed site.</p> <p>Check the “Municipal Inventory” for the local government area report on any sites that are on, or are immediately adjoining the Park / Reserve. This should include a statement about the type of site, its classification and its community significance.</p> <p>The RATIS “Cultural Heritage Database”, may contain records of formally identified cultural heritage places or assets for the Park / Reserve.</p>
<p>6.2.2 Are there any historical structures or cultural sites adjoining the operational area that may be affected by fire or falling trees? (Eg: Bridges/buildings, tracks)</p>	<p>Where they exist for the Park / Reserve check other databases and lists for sites of known heritage value. These will include the National Trust “Classified List”, the Institution of Engineers publication “Large Timber Structures of Western Australia”, and local historical society records.</p>
<p>6.2.3 Does the Dieback Cell Report for the operational area contain any places that are identified as having potential Cultural Heritage value?</p>	<p>The “Dieback Cell Report”, may contain records of cultural heritage places or assets which have recently been located in the Park / Reserve. These will rarely have been formally recorded or assessed.</p>
<p>6.2.4 Other (Please identify)</p>	<p>This section should outline the period of settlement or usage by the community. The initial period of settlement and development may be useful to indicate potential cultural heritage significance. Any known graves, historic events, natural disasters or past usage should be listed, as should a list the existing dwellings, other domestic buildings, primary industry structures / improvements, airfields and access road and their approximate age and condition.</p> <p>Where buildings and improvements are older than 60 years then they must be considered according to the “Government Heritage Property Disposal Process” if we wish to modify, lease or demolish them.</p>
<p>6.3 Research plots, scientific study areas and reference sites.</p>	<p>Identify whether there are any research plots, long term scientific study areas, or short-term reference sites that may be affected by the proposed operation. These types of uses are often highly valuable or irreplaceable, and local staff may poorly know those that are part of long-term studies.</p> <p>Liaison with CALMscience and Forest Management Branch is strongly recommended.</p>
<p>7. Other Uses</p>	

7.1 Basic Raw Material requirements (gravel, rock, and borrow pits).	Identify the quantities of Basic Raw Materials required, where these are to be obtained and any ongoing commitments from the Park / Reserve. Opportunities to use current needs to facilitate rehabilitation of pits from past BRM extraction should be identified.
7.2 Mineral Exploration and Mining..	Identify whether there are any mining operations that are likely to impact on the Park / Reserve in the future. Do these effect the requirements of the current Necessary Operation proposal?
7.3 Commercial activities (eg. apiarists).	Identify where the proposed operation has the capacity to effect any approved commercial activity on a Park / Reserve. For example the alteration to access, or fire management may have significant and long-term implication on returns to apiarists.
8. Special Values	
8.1 Basic Raw Material requirements (gravel, rock, and borrow pits).	Identify the quantities of Basic Raw Materials required, where these are to be obtained and any ongoing commitments from the Park / Reserve. Opportunities to use current needs to facilitate rehabilitation of pits from past BRM extraction should be identified.
8.2 High value sites (farms, settlements, plantations etc)	The presence of high value CALM, community or private assets adjacent to the Park / Reserve must be identified. The proposed operations should generally reduce any risk to these values from the Departmental estate.
9. Management Considerations	
9.1 Could the proposal be considered to pre-empt a future Management Plan?	The proposal should not pre-empt the options available at the time of "Interim Guideline" or "Management Plan" preparation. Refer Administrative Instruction 39, for clarification of the factors that may affect this Section.
9.2 Does the proposal conflict with existing policy or Management Plan?	Refer Administrative Instruction 39, for clarification of the policy factors that may affect this Section. Identify whether the proposal may effect the requirements of an Activity Management Plan
9.3 Shire or Local community interests.	Identify where there are shire or local community issues likely to affect the management of the Park / Reserve, or where CALM's proposed operation has the potential to adversely affect the activities of the Shire.
9.4 Fulfil legal requirements (eg Bushfires Act, etc)	Refer Administrative Instruction 39, for clarification of the factors that may affect this Section.
9.5 Effect on fire management regime and costs.	Consider how the proposal will effect the cost and complexity of fuel reduction activities that are currently being undertaken on, or adjacent to the Park / Reserve. Identify whether the proposal will complicate the internal / external fire management risk factors by the addition of high value and / or high-risk areas on the Park / Reserve. Identify how the proposal, and any firebreak construction / maintenance associated with it, will alter the management cost and complexity of strategic fire protection access network in the area. Advise where the proposed work will require additional firebreak, culvert or bridge installation or will significantly increase the cost of these activities that are currently being undertaken.
9.6 Neighbouring land use	Identify where there is a neighbouring landuse that is likely to affect the management of the Park / Reserve, or where the proposed operation has the potential to adversely affect the activities of our neighbours.
10. Monitoring	
10.1 How and when will the effects of the proposed operation be monitored?	A task list and timetable for monitoring of the project should be provided, as part of the Necessary Operation proposal.

10.2 Who is responsible for completing the monitoring?	The details of the person responsible for completing any monitoring should be stated in the proposal.
10.3 Have resources been made available for monitoring?	The details of the commitment to monitoring should be identified and spelt out in the proposal. This should include a Budget and a Works Program for monitoring, for the life of the required monitoring period.
10.4 Who will be provided with the monitoring results, and what is expected to happen with the results?	Identify who is to receive the monitoring reports, and what is expected to happen as a result of the monitoring. This may include review of procedures, cessation of the operation, rehabilitation of the site, etc.
Section D – Level of Approval Required	
The staff member who prepared the “Impact Evaluation Checklist” should check the Approvals Matrix in Administrative Instruction 39 or the “Approvals Matrix” for operations on Multiple Use Forest, and identify the level of approval required.	
Section E - Proposer	
The staff member who prepared the “Impact Evaluation Checklist” should sign the document.	
Section F – Endorsement/Approval	
<p>The “Impact Evaluation Checklist” should signed by the District Manager, and / or the Regional Manager. If one or other of these Managers is the able to approve the operation then the Checklist can be returned for implementation.</p> <p>If a higher approval is required then the Regional Manager should forward the Checklist on, with an appropriate recommendation.</p>	



SHIRE *of* **DANDARAGAN**

MINUTES

of the

ORDINARY COUNCIL MEETING

held at the

DANDARAGAN COMMUNITY RECREATION CLUB

on

THURSDAY 25 SEPTEMBER 2014

COMMENCING AT 5.07PM

THESE MINUTES ARE YET TO BE CONFIRMED

(THIS DOCUMENT IS AVAILABLE IN LARGER PRINT ON REQUEST)

MINUTES OF ORDINARY COUNCIL MEETING HELD THURSDAY 25 SEPTEMBER 2014

- cheque and direct debit listings for August 2014 (Doc Id: 39374)
(Marked 9.1.3)

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION / COUNCIL DECISION

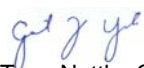

Moved Cr Short, seconded Cr Sheppard

That the Municipal Fund cheque and EFT listing for the period ending 31 August 2014 totalling \$1,926,429.60 for the Municipal Fund and \$6,185.00 for the Trust Fund be accepted.

CARRIED 6 / 1

9.2 INFRASTRUCTURE

9.2.1 GRAVEL ROYALTIES PROCUREMENT AND PAYMENT

Location:	Various landholders within Shire of Dandaragan
Applicant:	Shire of Dandaragan
Folder Path:	Business Classification Scheme / Roads / Design and Construction / Roads and Intersections
Disclosure of Interest:	None
Date:	8 September 2014
Author:	Garrick Yandle, Executive Manager Infrastructure
Signature of Author:	
Senior Officer:	Tony Nottle, Chief Executive Office
Signature of Senior Officer:	

PROPOSAL

The Shire of Dandaragan should adopt a formalised standard payment figure for the payment of gravel royalties to landholders within the Shire when gravel is used as part of the construction of the Shire's Capital and Maintenance Works programs.

BACKGROUND

The Shire of Dandaragan uses significant amounts of gravel as part of the construction of our annual Capital Works programs. Generally this is procured from landholders throughout the Shire in an informal manner based around the proximity of appropriate raw gravel sources to each specific Capital Works Project location.

Gravel procurement is generally undertaken via either the Operations Supervisor – Dandaragan, the Executive Manager Infrastructure or the Engineering Technical Officer identifying an appropriate location and source of gravel within the Shire and approaching the landholder with a request to purchase a quantity of gravel for each specific project. The procurement process entails the respective officer issuing the land holder with a Purchase Order for the quantity of gravel at an agreed rate per cubic metre.

MINUTES OF ORDINARY COUNCIL MEETING HELD THURSDAY 25 SEPTEMBER 2014
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The Shire, or its nominated Contractors, are generally responsible for the “pushing” of gravel, plus the extraction and transport of gravel from the landholders “pit” to the specific “works” site.

Once sufficient gravel has been extracted from each “pit” or the “pit” is exhausted of all suitable gravel the Shire is responsible for the rehabilitation of the used gravel “pit”.

Historically the Shire has paid a rate per cubic metre of gravel to the landholder as part of the procurement process. The same rate is generally paid to all landholders from whom the gravel is procured; however there is not currently an adopted rate within any of the Shire’s procedures.

The following was outlined in the Shire of Dandaragan 2012/13 Annual Budget under Fees and Charges and is the nominated value that the Shire pays individual landholders:

“Gravel – The Shire of Dandaragan will pay to the land holder \$2.50 per cubic metre for gravel purchased from privately owned gravel pits”.

The procurement of gravel by the Shire is not a “fee” or a “charge” and a more appropriate formal mechanism is required to quantify an adopted rate for procurement of gravel.

The Shire of Moora conducted a survey in July 2014 comparing other Shires within Western Australia and what unit rates they pay their landholders for gravel royalties. A summary of this survey is included in the table below.

Shire	Royalty Rate (\$ / cubic metre)
Dalwallinu	0.26
Trayning	0.50
Moora	0.55
Westonia	0.60
Koorda	0.60
Victoria Plains	0.66
Carnamah	1.00
Dowerin	1.00
Narembeen	1.00
Jerramungup	1.00
Tammin	1.00
Narrogin	1.00
Perenjori	1.50
Cunderdin	2.00
Coorow	2.00
Merredin	2.00
Chittering	2.00
Beverley	2.20
Gingin	2.50
Dandaragan	2.50
Irwin	3.00

MINUTES OF ORDINARY COUNCIL MEETING HELD THURSDAY 25 SEPTEMBER 2014**COMMENT**

The Shire of Dandaragan should formalise the adoption of a standard payment figure for gravel royalties of \$2.50 per cubic metre to landholders within the Shire when gravel is used as part of the construction of the Shire's Capital and Maintenance Works programs. The proposed rate should remain for the next 3 financial years and be reviewed following this time.

This will enable the procurement of gravel to be transparent and streamlined.

CONSULTATION

- Tony Nottle, Chief Executive Officer.
- Scott Clayton, Executive Manager Corporate and Community Services.
- Paul Woolstencroft, Operations Supervisor Dandaragan.

STATUTORY ENVIRONMENT

There are no statutory implications relevant to this item.

POLICY IMPLICATIONS

This could be added to the Shire's Purchasing Policy to help remove any ambiguity as to what tendering process is required, as all potential landholders will be paid the same unit rate for gravel procured.

FINANCIAL IMPLICATIONS

Quantities for individual projects are to be determined during the Annual Budget development process using the proposed rate of \$2.50 per cubic metre.

STRATEGIC IMPLICATIONS

There are no strategic implications relevant to this item.

ATTACHMENTS

Nil

VOTING REQUIREMENT

Simple majority

OFFICER RECOMMENDATION / COUNCIL DECISION

Moved Cr McGlew, seconded Cr Sheppard

That the Shire of Dandaragan pay identified landholders a gravel royalty of \$2.50 ex GST per cubic metre for the procurement of gravel. This rate should remain for the financial years 2014/15, 2015/16 and 2016/17 and be reviewed following this time.

CARRIED 7 / 0



FORM OF APPLICATION FOR PLANNING APPROVAL

(PLEASE COMPLETE ALL BOXES)

OWNER DETAILS:

Name(s): IAN POOLCOOK
 Postal Address: P.O. Box 146 MINGENEW Postcode: 6522
 Contact Person: IAN POOLCOOK
 Phone: 0828 281 470 Email: IANPOOLCOOK@COMPIL.COM
 Signature: [Signature] Date: 13/3/18
 Signature: _____ Date: _____

NOTE: The signatures of ALL the owner(s) is required to process this application.

APPLICANT DETAILS: (if different from owner)

Name: _____
 Postal Address: _____ Postcode: _____
 Contact Person: _____
 Phone: _____ Email: _____
 Signature: _____ Date: _____

PROPERTY DETAILS:

Lot/Location No: 14 LOT 50 House/Street No: 22000 MINGENEW RD
 Street Name: MINGENEW RD Locality/Suburb: MINGENEW
 Diagram/Plan No: _____ Volume No: _____ Folio No: _____

EXISTING DEVELOPMENT/LAND USE:

Nature of any Existing Development/Land Use: TRANS NURSERY, ASPEN ABUSE
COWS, 5050 BR

PROPOSED DEVELOPMENT/LAND USE:

Description of Proposed Development/Land Use: FRUIT WITH AGUMENTATION
10 POWDS 25m x 40m 250000 TO 3-5m OTHER R-D

Approximate Cost: \$ 10 000

Estimated Time of Completion: 12 MONTHS

REQUIRED INFORMATION & FEES:

Please refer over for the information required to be submitted with this application and the schedule of fees. This application will not be processed without all required information including payment of the appropriate fee.

OFFICE USE ONLY:

Date Received: _____ Application No: _____

Accepting Officer's Initials: _____ File Number: _____

Required Fee: \$ _____ Date Paid: _____

05/12/2017

Ian Pulbrook
INLANDER PTY LTD
Po Box 146
Mingenew WA 6522

Mingenew Shire Council
Victoria Street
Mingenew WA 6522

Inlander Pty Ltd is seeking approval from the Mingenev shire council to constructed and run a Commercial Aquaculture Business at farming property located 22000 midlands rd.

The shire approval is required before an application for commercial licence can be applied for.

If the shire requires any more information Ian Pulbrook can meet with council to explain what is planned for Aquaculture Business.

Regards



Ian Pulbrook
Owner/Director
Inlander PTY LTD
0428281470
ABN 95 067 599 633

2/6/2018

Google Maps

Google Maps



Imagery ©2018 CNES / Airbus, Map data ©2018 Google 100 m

<https://www.google.com.au/maps/@-29.2533565,115.5042426,1022m/data=!3m1!1e3?hl=en>

1/1



Above: View of trial pond looking south-west

Below: View of trial pond looking north-east





Above: View of proposed aquaculture site looking south-west with trial pond in background

Below: View of proposed aquaculture site looking north-east



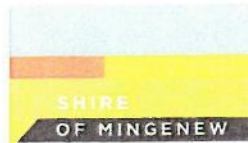


Above: View from entrance to Lot 50 looking south along Midlands Road

Below: View from entrance to Lot 50 looking north along Midlands Road



Submission 1



DEVELOPMENT APPLICATION SUBMISSION FORM

Proposed Aquaculture Operation - 2200 (Lot 50) Midlands Road, Mingenew

Name: GARY CHIVERS

Postal Address: PO Box 209 MINGENEW 6522

Phone Number: 0428 726053

SUBMISSION: ☐ Support ☐ Object ☐ Indifferent

Please give in full your comments and any arguments supporting your comments
(if insufficient space, please attach additional sheets) -

We encourage the proposed Aquaculture development in
all ways as long as it has NO restrictions or
impingement on any of our farming practices in
close proximity to the proposed venture.

This includes our use of all registered farm
chemicals and fertilizers and their application methods
eg. boom sprays and on occasion aerial spraying

Signature: [Signature] Date: 24/5/18

Please return to either: Shire of Mingenew or (fax) 9928 1128
PO Box 120
MINGENEW WA 6522 or enquiries@mingenew.wa.gov.au

NOTE: The local government in determining the application will take into account the submissions received but is not obliged to support those views.

Submissions Close: 4pm Friday 1 June 2018

Submission 2



Enquiries: Isabel Huston on 08 9956 1238
Our Ref: 08/1769, D18#436096
Your Ref: N/A

28 May 2018

Neil Hartley
Acting Chief Executive Officer
Shire of Mingenew

By email: enquiries@mingenew.wa.gov.au and dceo@chapmanvalley.wa.gov.au

ATTENTION: Simon Lancaster

Dear Mr Hartley

Development Application – Proposed Aquaculture Operation – Lot 50 (No. 2200) Midlands Road, Yandanooka

Thank you for consulting Main Roads on the proposed development of 10 fresh water aquaculture ponds within Lot 50 Midlands Road, Yandanooka.

The existing access from Lot 50 crossing the railway reserve to Midlands Road at 206.9 SLK has limited sight lines in the northern direction due to the geometry of the road curving. Main Roads acknowledges relocating the access would be challenging due to the railway reserve abutting the western boundary of Lot 50 and assume it has been operating on a long-term basis for farming activities with minimal issues. In the future if the access needs to be relocated it should be relocated further south between 206.65-206.68 SLK.

In reviewing the information provided, the existing access will continue to be used only for private access for the proposed aquaculture operations and farming activities within Lot 50. It is considered the proposed aquaculture operations are not a use intensification of the site and therefore any traffic impacts on the operation of Midlands Road would be minimal. Accordingly, Main Roads has no objections to the proposed development.

If you would like any further information please contact Isabel Huston on 9956 1238.

Yours sincerely

for Bernie Miller
Regional Manager
Mid West-Gascoyne Region

Main Roads Western Australia
Mid-West Gascoyne
Geraldton Office, Eastward Road, PO Box 165, Geraldton WA 6531
Carnarvon Office, 470 Robinson Street, PO Box 480, Carnarvon WA 6701

mainroads.wa.gov.au
enquiries@mainroads.wa.gov.au
138 138

Submission 3

From: Stuart-Street, Angela [mailto:Angela.Stuart-Street@dpird.wa.gov.au]
Sent: Tuesday, 5 June 2018 10:17 AM
To: Simon Lancaster <dceo@chapmanvalley.wa.gov.au>
Subject: DPIRD response: Proposed aquaculture operation - 2200 (Lot 50) Midlands Rd, Mingenew

Dear Simon

In response to the query regarding potential of conflict for a proposed aquaculture development in the Shire of Mingenew, DPIRD would like to offer the following comments.

Depending on the crop, the time of the year and the management options, a range of sprays may be used for broadacre production. There can be bare earth applications at crop sowing; insect control may be needed in the spring time; there may also be a need for herbicides and fungicides. Many of the sprays are ground based, but if there are accessibility or biosecurity issues, aerial spraying may be used.

DPIRD believes that there is potential for significant conflict. Crustacea in particular can be very sensitive to insecticide, usually from overspray, rather than drift.

As most aquaculture ventures are new, they tend to have significant teething problems and these problems may be ascribed to chemical use by neighbours despite the real causes. However, it is likely that various people will be called in to assess any problems with production and this can be a time consuming exercise.

In the Great Southern region, there has been significant conflict between marron farmers and neighbouring grape growers. While the pesticide use in broad acre agriculture is much less, generally there should be few problems if applicators are aware of the risks to the aquaculture operation, follow the label instructions and apply other mitigating strategies.

DPIRD recommends that the aquaculture proponent discuss his plans with his neighbours and work together to reduce risk of conflict. He needs to consider the products that are currently used in the area. We suggest that various pond or production units are set back from the boundary by at least the largest buffer zone. Also consider creeks flowing through the property and where they will source their water from.

Lastly, DPIRD has the expectation that the proponent has an aquaculture licence and will be guided by current industry Environmental Code of Practice standards for land-based aquaculture industry.

Please contact me if you have any queries about this information. If the applicant has any questions about aquaculture licensing, they may contact the Department on 6551 4444.

Regards

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The departments of Agriculture and Food, Fisheries,
Regional Development and staff from the Regional Development
Commissions are amalgamating from 1 July 2017 to form the
Department of Primary Industries and Regional Development

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their regular services and information through their websites.