

APPENDICES

Ordinary Council Meeting

Tuesday, 30 June 2020

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MINUTES

Audit and Risk Committee Meeting

Tuesday, 9 June 2020

Date: Tuesday, 9 June 2020

Time: 3.00pm

Location: Council Chambers, York Town Hall

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**MINUTES OF SHIRE OF YORK
AUDIT AND RISK COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS, YORK TOWN HALL
ON TUESDAY, 9 JUNE 2020 AT 3.00PM**

The York Shire Council acknowledges the traditional owners of the land on which this meeting is held.

1 OPENING

1.1 Declaration of Opening

Cr Denese Smythe, Presiding Member, declared the meeting open at 3.00pm.

1.2 Disclaimer

The Presiding Member advised the following:

"I wish to draw attention to the Disclaimer Notice contained within the agenda document and advise members of the public that any decisions made at the meeting today, can be revoked, pursuant to the Local Government Act 1995.

Therefore members of the public should not rely on any decisions until formal notification in writing by Council has been received. Any plans or documents in agendas and minutes may be subject to copyright. The express permission of the copyright owner must be obtained before copying any copyright material."

1.3 Standing Orders

No Change

1.4 Announcement of Visitors

Nil

1.5 Declarations of Interest that Might Cause a Conflict

Nil

1.6 Declaration of Financial Interests

Nil

1.7 Disclosure of Interests that May Affect Impartiality

Nil

2 ATTENDANCE

2.1 Members

*Cr Denese Smythe, Presiding Member; Cr Denis Warnick, Deputy Chairperson;
Cr Ashley Garratt; Cr Pam Heaton; Cr Stephen Muhleisen; Cr Kevin Trent*

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2.2 Staff

Chris Linnell, Chief Executive Officer; Darren Wallace, Executive Manager Infrastructure & Development Services; Tabitha Bateman, Finance Manager; Jo Bryant, Acting Manager Community; Helen D'Arcy-Walker, Council & Executive Support Officer

2.3 Apologies

Nil

2.4 Leave of Absence Previously Approved

Nil

3 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

4 PRESENTATIONS

Nil

5 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**COMMITTEE RECOMMENDATION**

Moved: Cr Kevin Trent

Seconded: Cr Pam Heaton

That the minutes of the Audit and Risk Committee Meeting held on 3 March 2020 be confirmed as a correct record of proceedings.

CARRIED: 6/0

6 ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

Cr David Wallace has recently been on three months Leave of Absence. As of Monday, 8 June 2020 Cr Wallace has tendered his resignation. Cr Wallace has been a major contributor for a number of years as a Councillor. Council wish to thank him for his contribution.

7 OFFICER'S REPORTS

7.1 FINANCE AND COSTING REVIEW - QUARTER 3

File Number:	FI.FRP
Author:	Tabitha Bateman, Finance Manager
Authoriser:	Suzie Haslehurst, Executive Manager, Corporate & Community Services
Previously before Council:	Not applicable
Appendices:	<ol style="list-style-type: none">1. Finance and Costing Review Summary - Quarter 32. Projected Statement of Financial Activity 2019/203. Detailed Budget with Amendments - Qtr 34. Capital Projects 2019/205. Grants Register 2019/20

NATURE OF THE AUDIT COMMITTEE'S ROLE IN THE MATTER

Review

PURPOSE OF REPORT

This report presents the results of the third quarter Finance and Costing Review for the Audit and Risk Committee's consideration and recommendation to Council.

BACKGROUND

On a quarterly basis, officers undertake a Finance and Costing Review (FACR), the results of which are presented to the Audit and Risk Committee. This process was implemented to ensure regular monitoring of income and expenditure in accordance with the adopted budget and to improve accountability, transparency and knowledge of officers who are responsible for accounts within the budget.

The third quarter review assists to inform the budget planning process by highlighting over or under income and expenditures and forecasting the year end position. As a result, the timing of this review complements the timing for close off of carry forwards in the development of next year's draft budget.

A comprehensive review of the 2019/20 Adopted Budget and year to date actuals to 30 April 2020 has been undertaken inclusive of the amendments previously endorsed by Council to date. Officers have reported on major variances in accordance with the reporting thresholds adopted by Council and provided comments where applicable.

COMMENTS AND DETAILS

As part of the annual budget preparation, officers across the organisation are assigned projects and accounts within the budget for which they are responsible to monitor and manage. During April and May following the close of the third quarter, responsible officers met with the Executive Management Group to analyse budgets and consider any variations to the adopted budget.

Following this review process, a summary of all material variances was compiled for consideration by the Audit Committee and is attached to this report as Appendix 1. The following table provides a summary of the anticipated year end position incorporating the proposed amendments with a surplus of \$1,442,918 expected as a result.

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ITEM	2019/20 ANNUAL BUDGET	FACR QTR 1 YEAR END FORECAST	MID YEAR BUDGET REVIEW	FACR QTR 3 YEAR END FORECAST	VAR TO ADOPTED BUDGET \$	VAR TO ADOPTED BUDGET %
Operating Revenue	10,397,307	11,023,846	11,518,662	12,152,783	1,755,476	17%
Operating Expenditure	-10,146,967	-10,339,504	-10,755,996	-10,464,189	-317,222	3%
OPERATING SUB-TOTAL	250,339	684,343	762,666	1,688,594	1,438,255	575%
NON-CASH ITEMS ADDED BACK	2,732,364	2,732,364	2,732,364	2,654,913	-77,451	-3%
CAPITAL PROGRAMME	-5,196,465	-5,774,493	-5,806,305	-5,022,388	174,077	-3%
BORROWINGS	-233,977	-233,977	-233,977	-233,977	0	0%
RESERVES	174,407	174,407	174,407	-58,543	-232,950	-134%
OPENING FUNDS	2,273,332	2,414,315	2,414,315	2,414,315	140,983	6%
NET SURPLUS/(DEFICIT)	0	-3,041	43,470	1,442,918	1,442,918	

The above table is provided in more detail at Appendix 2 (Projected Financial Activity Statement). In addition, a detailed breakdown of the entire budget including explanatory notes, is provided at Appendix 3. The net increase/(decrease) reported within the projected financial activity statement comprises the following notable variances.

• **OPERATING REVENUE AND EXPENDITURE**

Revenues – net increase \$1,755,476

The net increase to revenue of \$1,121,356 as reported with the Mid Year Budget Review included the following major items;

- Earthquake Mitigation study funding - \$125,000
- Greenhills Bushfire brigade truck - \$472,649
- York-Tammin Road project - \$78,852
- Bushfire Risk Mitigation Project – \$481,250

In addition to the above, the Shire recently received notification that the Financial Assistance Grant allocations for 2020/21 would again be paid in advance. The Shire received a payment of \$779,903 at the end of May. Any unspent funds will be carried forward in the overall surplus and the specific grant allocations for next year's budget will be reduced accordingly.

It is noted that while a budget amendment for income and expenditure associated with the Earthquake Mitigation study funding of \$125,000 was previously approved, the agreement is due to be presented for Council's endorsement in June 2020. Due to the timing of the June Council meeting, officers are proposing to carry this project forward.

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Expenses – net increase of \$317,222

The Mid Year budget review presented a net increase to expenditure of \$609,029 which was made up largely of the Earthquake Mitigation project expenditure of \$125,000 and the fully funded expense for the Bushfire Risk Mitigation project of \$481,250.

Among other smaller variations, the third quarter review identified a reduction in the operating expenditure due to the carrying forward of the Earthquake Mitigation study project as detailed above and a carry forward of unspent Festival and Events funding of \$108,000. The unspent events budget is proposed to be used to support local businesses and the wider community in the recovery from COVID-19 and the associated economic and social impacts.

• CAPITAL PROGRAMME

As outlined in Appendix 4, the capital works programme has been reduced significantly since details reported at the Mid Year Budget Review. This is largely due to timing and reduced capacity to deliver some projects as a result of COVID-19. Major components of the variation include;

- Plant and Equipment \$456,600

Officers are proposing to carry forward purchase of a replacement patching truck and gardens truck. Quotes have been sought for two utilities however, these were not available for delivery prior to 30 June. With the exception of the multi-tyred roller with a purchase price of approximately \$140,000, the above plant items have been included for carry over into the 2020/21 draft budget.

- Heritage Trails \$50,000

As a result of the pandemic, the opening for the Greenhills Trail has been postponed until 2020/21. Funds are proposed to be carried forward for the installation of trails signage closer to the opening.

- Depot Capital \$31,000

The 2019/20 budget included funds for the supply and installation of an above ground fuel storage tank. Due to reduced organisational capacity this project will not be completed prior to 30 June and is proposed to be carried forward in 2020/21.

- Swimming Pool Capital \$47,950

Funds allocated for the Swimming Pool design will not be spent this financial year. Preliminary investigations and testing have been undertaken and the results will be used to support project planning for 2020/21 if adopted within the budget. Officers propose to transfer unspent funds to reserves at year end.

- Admin Carpark \$74,000

Issues to be resolved in relation to the future of the Old Infant Health Centre prior to completion of the administration carpark design and construction. It is proposed that these funds be carried forward to 2020/21.

IMPLICATIONS TO CONSIDER**Consultative**

Office of the Auditor-General

Moore Stephens

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Department of Local Government, Sport & Cultural Industries

Policy Related

Policy F1.3 *Significant Accounting Policies*

Policy G4.3 *Financial Planning and Sustainability*

Financial

The financial impact of the Finance and Costing Review for the third quarter incorporating actuals to 30 April 2020 is outlined within Appendix 1. A year end surplus of \$1,442,918 is anticipated following the review.

Legal and Statutory

Local Government Act 1995

Section 6.2 *Local government to prepare annual budget*

Section 6.10 *Financial management regulations*

Local Government (Financial Management) Regulations 1996

Part 2. Reg 5(g) CEO's duties as to financial management

Part 3. Reg 33A Review of budget

Risk Related

Failure to monitor and financially manage budgeted projects exposes Shire officers and Councillors to significant risk. This report helps to mitigate this risk.

The review does not, however, seek to make amendments below the materiality threshold unless strictly necessary. The materiality threshold is set at \$5,000 as adopted by Council. Should a number of accounts exceed their budget within these thresholds, it poses a risk that the forecasted year end position may be understated.

VOTING REQUIREMENTS

Absolute Majority: No

COMMITTEE RECOMMENDATION

Moved: Cr Kevin Trent

Seconded: Cr Pam Heaton


That the Audit and Risk Committee recommends that Council:

1. **Adopts the results of the Finance and Costing Review for the third quarter of the 2019/20 financial year as attached to this report.**
2. **Requests the Chief Executive Officer to amend the budget in accordance with the variations presented in Appendix 1.**

CARRIED: 6/0

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 FINANCE AND COSTING REVIEW SUMMARY 2019/20 - Quarter 3					
Description	COA	Current Budget	FACR Impact Quarter 3	Forecasted Year End	Comments/Justification for Request
Forecasted year end position brought forward from FACR Qtr 2		0	(43,470)	0	A year end surplus of \$43,470 was adopted with the mid year budget review.
Valuation Expenses	31129	65,471	(48,000)	17,471	GRV Valuations to be undertaken during the 2020/21 year for implementation 1 July 2021. Budget to be carried forward to 2020/21.
Rates Non-Payment Penalty Interest	31214	(100,000)	12,067	(87,933)	At the special council meeting held 18 April 2020 Council resolved to halt interest from the 1 April 2020 for the remainder of the financial year as a result of the COVID-19 pandemic.
Financial Assistance Grants - General Purpose	32260	(401,714)	(420,913)	(822,627)	Advance payment of 2020/21 Financial Assistance Grants to be received prior to 30 June 2020 and grant revenue for 2020/21 to be adjusted.
Financial Assistance Grants - Local Roads	32270	(289,477)	(358,990)	(648,467)	Advance payment of 2020/21 Financial Assistance Grants to be received prior to 30 June 2020 and grant revenue for 2020/21 to be adjusted.
Interest Earned - Muni and Trust	39222	(30,000)	5,000	(25,000)	Significant reductions to interest rates due to COVID - interest earning from Term Deposits expected to be lower than budgeted.
Public Relations	41112	60,026	(10,000)	50,026	Funds resolved to be reallocated from GL79162 - Medical Expenses to fund the facilitation of a Senior's Expo in the first quarter however due to COVID-19 the Senior's Expo was cancelled - funds will not be spent this financial year.
Administration Vehicles Proceeds	42232	(81,000)	25,455	(55,545)	Changeover of EMIDS vehicle to be deferred to 2020/21 due to limited availability of vehicles at this time. Proceeds from trade in will not be received 2019/20.
Administration Vehicles Capital	42339	134,000	(46,806)	87,194	Changeover of EMIDS vehicle to be deferred to 2020/21 due to limited availability of vehicles at this time.
Admin Building Capital	43141	130,000	(74,000)	56,000	Issues to be resolved prior to completion of the administration carpark design and construction. Propose to carry forward to 2020/21.
Admin Furniture and Equipment Capital	43142	10,000	(10,000)	0	Administration and library furniture requirements to be determined. Due to timing, this project is proposed to be carried forward to 2020/21.
Pioneer Memorial Lodge Capital	68302	35,000	(30,000)	5,000	Building renewals for Pioneer Memorial Lodge to be carried forward for completion in 2020/21 following finalisation of the property lease. This project is fully funded by the Reserve.
Pioneer Memorial Lodge Reserve Funds	68401	(35,000)	30,000	(5,000)	Building renewals for Pioneer Memorial Lodge to be carried forward for completion in 2020/21 following finalisation of the property lease. This project is fully funded by the Reserve - transfer from Reserve not required.
Pandemic Response	77165	0	50,000	50,000	Unexpected costs as a result of the declared State of Emergency to attend to the added cleaning and safety requirements due to COVID-19. Due to the uncertainty regarding the true financial impact of the pandemic, officers are proposing to allocate \$50,000 to fund additional cleaning regimes and the purchase of safety equipment and cleaning products.
Bulk Rubbish Verge Collection	101115	56,565	(25,000)	31,565	The annual kerbside bulk rubbish collection has been limited to green waste only for the 2019/20 year as a result of COVID-19. Funds have been reallocated to increased road maintenance.

FACR 2018/19 - Quarter 2

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 FINANCE AND COSTING REVIEW SUMMARY 2019/20 - Quarter 3					
Description	COA	Current Budget	FACR Impact Quarter 3	Forecasted Year End	Comments/Justification for Request
Town Planning Legal Expenses	106187	35,000	(29,000)	6,000	Application received to extend the period for the Allawuna Farm development. Funds are not expected to be required prior to 30 June 2020. Propose to re-budget for 2020/21.
Review Town Planning Strategy/Scheme	106191	25,000	(9,000)	16,000	Total expenditure budgeted for the Local Planning Scheme Review will not be incurred in the 2019/20. Propose to carry forward advertising and gazettal costs to 2020/21.
Heritage Guidelines and Advice	106194	28,036	(15,000)	13,036	Heritage consultancy hours reduced due to the closure of the administration office during COVID-19 restrictions resulting in savings. Propose to re-budget for 2020/21.
Charges - Liquid Waste Removal	109269	(24,000)	8,000	(16,000)	Income budgeted to be received from use of the septic ponds will be lower than estimates due to only one operator using facility for the majority of the year.
Swimming Pool Capital	112302	75,000	(47,950)	27,050	Preliminary investigations and testing undertaken. Information to be used to support project requirements for 2020/21 FY if adopted within the budget. Officers propose to transfer unspent funds to reserves at year end.
Transfer to Building Reserve	112305	0	47,950	47,950	Transfer unspent funds to reserve at year end from Swimming Pool project. Preliminary investigations and testing undertaken. Information to be used to support project requirements for 2020/21 FY if adopted within the budget.
Avon Park Capital	113302	725,672	(20,000)	705,672	Carry forward purchase and installation of all-abilities rocker and xylophone due to current unavailability. Community planting activities unable to be undertaken at this time due to social distancing requirements - carry forward funds for completion in 2020/21.
Heritage Trails	113335	143,785	(50,000)	93,785	Costs associated with installation of trails signage will not be spent this FY. As a result of COVID-19, the opening has been postponed until 2020/21. Funds to be carried forward.
Road Maintenance	125129	650,000	25,000	675,000	Further budget proposed to be transferred from Bulk Rubbish Verge Collection and allocated to road maintenance to attend to action requests and road conditions.
Plant and Equipment - Proceeds from Sale	127297	(52,000)	52,000	0	Replacement of works vehicles to be deferred to 2020/21 due to timing of trade-ins and limited availability of vehicles. Proceeds from trade in will not be received 2019/20. Carry forward to 2020/21.
Plant and Equipment - Works	127304	456,500	(456,500)	0	Minor refurb/repairs for multi-tyre roller - replacement postponed for 2019/20 and rescheduled in later years. Carry forward patching truck (flo-con unit) \$175,000 and Gardens Truck \$75,000. Quotes sought for utilities however delivery unable to be effected prior to 30 June. Carry forward.
Plant and Equipment - Transfers from Reserve	127401	(155,000)	155,000	0	Due to deferred replacement of works vehicles funds will not be required from Reserves this financial year. Propose to fund some plant replacement from Reserves in the 2020/21 FY.
Licensing Salaries	129102	86,281	(20,000)	66,281	The adopted budget included funds for extended staff leave coverage which was postponed as a result of COVID-19.
Licensing Commissions	129202	(66,300)	11,000	(55,300)	Department of Transport commissions will be lower than estimated due to COVID-19. As a result of the pandemic the administration office was closed and no licensing payments could be processed.

FACR 2018/19 - Quarter 2

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 FINANCE AND COSTING REVIEW SUMMARY 2019/20 - Quarter 3					
Description	COA	Current Budget	FACR Impact Quarter 3	Forecasted Year End	Comments/Justification for Request
Festivals and Events	132150	193,500	(108,000)	85,500	Due to COVID restrictions, many shire-supported events scheduled for 2019/20 were cancelled or postponed. Consequently, officers are proposing unspent funds be carried for in addition to the usual budget in 2020/21 to support economic stimulus for local businesses during the recovery of COVID-19.
Christmas Decorations - Capital	132301	10,000	(10,000)	0	Christmas decorations purchased during the year - non-capital in nature. Transfer capital budget to operating expenditure GL 132153 to fund new minor items.
Christmas Decorations	132153	27,536	6,935	34,471	Christmas decorations purchased during the year - non-capital in nature. Funds transferred from capital budget GL 132301 to purchase new minor items.
DAIP Implementation Expenses	133186	27,000	(9,750)	17,250	This budget allocation was based on the high priorities from the Access and Inclusion Audit and included a range of projects at various locations. The Swimming Pool entry and counter refurbishment at the Visitors Centre were unable to be completed prior to 30 June 2020. Officers are proposing to carry forward to 2020/21.
Earthquake Building Mitigation Project Expenditure	138103	125,000	(125,000)	0	Propose to carry forward income and expenditure to 2020/21 due to the timing. Awaiting outcome of June OCM and agreement to be signed by all parties.
Earthquake Building Mitigation Project Income	138203	(125,000)	125,000	0	Propose to carry forward income and expenditure to 2020/21 due to the timing. Awaiting outcome of June OCM and agreement to be signed by all parties.
Standpipe Water Expense	139143	50,000	25,000	75,000	Higher than expected usage of standpipe water. Costs incurred for road construction and fire safety to be allocated to specific jobs.
Standpipe Water Charges	139256	(59,715)	(15,285)	(75,000)	Higher than expected usage of standpipe water resulting in additional revenue. Offset by additional expenditure.
Plant and Equipment - Standpipes	139303	37,000	(7,661)	29,339	Total expenditure to supply and install standpipe controllers was less than originally budgeted.
Depot Capital	143301	31,000	(31,000)	0	Supply and installation of the above ground fuel storage tank unable to be completed this year due to reduced capacity. Project to be carried forward in 2020/21.
Net Impact - Quarter 3			(1,442,918)		

FACR 2018/19 - Quarter 2

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SHIRE OF YORK PROJECTED FINANCIAL ACTIVITY STATEMENT

FINANCE AND COSTING REVIEW - Quarter 3

	2019/20 ANNUAL BUDGET	2019/20 YTD ACTUAL 30/04/2020	2019/20 FACR QTR 3	VAR TO BUDGET \$	VAR TO BUDGET %
OPERATING REVENUE					
General Purpose Funding	6,923,906	6,613,833	7,659,751	735,845	11%
Governance	2,900	6,647	2,900	-	0%
Law, Order Public Safety	72,827	1,012,746	1,026,726	953,899	1310%
Health	19,300	18,751	19,300	-	0%
Education and Welfare	35,451	33,870	35,451	-	0%
Community Amenities	770,804	724,053	735,804	(35,000)	-5%
Recreation and Culture	1,268,066	599,936	1,281,631	13,566	1%
Transport	1,106,685	735,457	1,183,567	76,882	7%
Economic Services	155,968	123,217	171,253	15,285	10%
Other Property and Services	41,400	21,194	36,400	(5,000)	-12%
	10,397,307	9,889,704	12,152,783	1,755,477	17%
LESS OPERATING EXPENDITURE					
General Purpose Funding	(374,774)	(186,672)	(326,774)	48,000	-13%
Governance	(746,744)	(557,541)	(778,744)	(32,000)	4%
Law, Order, Public Safety	(483,914)	(429,344)	(938,456)	(454,541)	94%
Health	(252,637)	(191,008)	(292,637)	(40,000)	16%
Education and Welfare	(142,387)	(82,251)	(142,387)	(0)	0%
Community Amenities	(1,189,964)	(758,875)	(1,094,137)	95,827	-8%
Recreation and Culture	(3,422,859)	(2,308,454)	(3,378,173)	44,686	-1%
Transport	(2,466,232)	(1,798,141)	(2,521,232)	(55,000)	2%
Economic Services	(1,015,390)	(723,147)	(939,583)	75,807	-7%
Other Property & Services	(52,066)	42,825	(52,066)	(0)	0%
	(10,146,967)	(6,992,608)	(10,464,189)	(317,222)	3%
Increase/(Decrease)	250,339	2,897,095	1,688,594	1,438,255	575%
ADD					
Principal Repayment Received - Loans					
Profit/Loss on sale of assets	(97,018)	(162,283)	-	97,018	-100%
Net Change in LSL Reserve		9,252	-	-	
Depreciation Written Back	2,584,364	1,454,189	2,584,364	-	0%
Sold Assets Written Back	245,018	229,829	70,545	(174,473)	-71%
	2,732,364	1,530,986	2,654,913	(77,451)	-44%
Sub Total	2,982,704	4,428,081	4,343,507	1,360,804	46%



SHIRE OF YORK PROJECTED FINANCIAL ACTIVITY STATEMENT

FINANCE AND COSTING REVIEW - Quarter 3

	2019/20 ANNUAL BUDGET	2019/20 YTD ACTUAL 30/04/2020	2019/20 FACR QTR 3	VAR TO BUDGET \$	VAR TO BUDGET %
LESS CAPITAL PROGRAMME					
Purchase Tools					
Purchase Land & Buildings	(391,437)	(87,479)	(261,437)	130,000	-33%
Infrastructure Assets - Roads	(2,710,353)	(1,187,610)	(2,790,750)	(80,397)	3%
Infrastructure Assets - Recreation	(1,366,175)	(619,795)	(1,290,037)	76,138	-6%
Infrastructure Assets - Other	(30,000)	(27,631)	(36,359)	(6,359)	21%
Purchase Plant and Equipment	(663,500)	(612,085)	(625,182)	38,318	-6%
Purchase Furniture and Equipment	(35,000)	(3,623)	(18,623)	16,377	-47%
Repayment of Debt - Loan Principal	(233,977)	(162,957)	(233,977)	-	0%
Transfer to Reserves	(158,791)	(53,917)	(206,741)	(47,950)	30%
	(5,589,233)	(2,755,098)	(5,463,102)	126,131	-2%
Sub Total	(2,606,530)	1,672,984	(1,119,595)	1,486,935	-57%
LESS FUNDING FROM					
Reserves	333,198	-	148,198	(185,000)	-56%
Opening Funds	2,273,332	2,414,313	2,414,315	140,983	6%
	2,606,530	2,414,313	2,562,513	(44,017)	-2%
ESTIMATED SURPLUS/(DEFICIT)	0	4,087,296	1,442,918	1,442,918	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE)/ UNFAVOURABLE VAR.	COMMENT
Proceeds Sale of Assets								
042232 Proceeds Sale Of Assets - Admin Vehicles	(\$55,545)		(\$81,000)	(\$81,000)	(\$55,545)	-31%	25,455	Changeover of EMD5 vehicle to be deferred to 2020/21 due to limited availability of vehicles at this time. Proceeds from trade-in will not be received 2019/20
051228 Proceeds Sale Of Assets - Ranger's Vehicle			-	-	-		-	
077276 Proceeds Sale Of Assets - E40 Vehicle	(\$12,000)		(\$15,000)	(\$15,000)	(\$15,000)	0%	-	
042432 Proceeds Sale Of Assets - Admin Furniture and Equipment			-	-	-		-	
106210 Proceeds Sale Of Assets - Development Services Vehicle			-	-	-		-	
127297 Proceeds Sale Of Assets - Works Plant			(\$52,000)	(\$52,000)	-	-100%	52,000	Replacement of works vehicles to be deferred to 2020/21 due to timing of trade-ins and limited availability of vehicles. Proceeds from trade in will not be received 2019/20. Carry forward to 2020/21
133297 Proceeds Sale Of Assets - Building Officer Vehicle			-	-	-		-	
143295 Proceeds Sale Of Assets - Pwc Vehicles			-	-	-		-	
144297 Proceeds Sale Of Land			-	-	-		-	
Sub-Total Proceeds on Sale of Assets	(\$67,545)	(\$148,000)	(\$148,000)	(\$148,000)	(\$70,545)		\$77,455	
042198 Loss on Sale of Assets - Admin Vehicles	\$2,520		-	-	-		-	
133198 Loss On Sale Of Assets - Building			-	-	-		-	
143198 Loss On Sale Of Assets - P.W.O. Vehicles			-	-	-		-	
Sub-Total Profit/Loss on Sale of Assets	\$7,388	-	-	-	\$0		\$0	
Written Down Values of Assets Sold								
042251 Realisation on Sale of Assets - Admin Vehicles	\$25,545		\$96,368	\$96,368	\$96,368	0%	-	Changeover of EMD5 vehicle to be deferred to 2020/21 due to limited availability of vehicles at this time. Non-cash item
051197 Realisation on Sale of Assets	\$194,695		-	-	-		-	Disposal of Greenhills Fire Truck replaced by DFES in July 2019 - Non-cash item
077280 Realisation on Sale of Assets	\$12,000		\$19,500	\$19,500	\$19,500	0%	-	
42197 Realisation on Sale of Assets			-	-	-		-	
127197 Realisation on Sale of Assets - Works Plant			\$129,150	\$129,150	\$129,150	0%	-	
133296 Realisation on Sale of Assets			-	-	-		-	
143296 Realisation on Sale of Assets			-	-	-		-	
144295 Realisation on Sale of Assets - Land & Buildings			-	-	-		-	
Sub-Total Written Down Value of Assets Sold	\$220,820	\$245,018	\$245,018	\$245,018	\$245,018		\$0	
Total - GAIN/LOSS ON DISPOSAL OF ASSET - OPERATING STATEMENT	\$162,283	\$97,018	\$97,018	\$97,018	\$174,473		\$77,455	
RATES								
OPERATING EXPENDITURE								
031120 Admin O-Head & Labour Costs	\$107,054	-	\$140,759	\$140,759	\$140,759	0%	-	
031118 Rates - Salaries	\$51,036	-	\$57,876	\$57,876	\$57,876	0%	-	
031119 Rates - Superannuation	\$7,176	-	\$8,392	\$8,392	\$8,392	0%	-	
031121 Long Service Leave	-	-	\$325	\$325	\$325	0%	-	

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
031122 Cash Discrepancy	(\$0)	-	\$10	\$10	\$10	0%	-	
031124 Doubtful Debts Provision	-	-	-	-	-	-	-	
031127 Rates incentive	\$1,000	-	\$1,000	\$1,000	\$1,000	0%	-	
031128 Map Purchases	\$1,067	-	\$1,067	\$1,067	\$1,067	0%	-	
031129 Valuation Expenses	\$1,941	-	\$65,471	\$65,471	\$17,471	73%	(48,000)	GRV Valuations to be undertaken during the 2020/21 year for implementation 1 July 2021. Budget to be carried forward to 2020/21.
031130 Rate Write Offs Non Taxable	\$8,871	-	\$30,000	\$30,000	\$30,000	0%	-	
031131 Other Expenses-Rates	\$190	-	\$709	\$709	\$709	0%	-	
031132 Rate Debt Recovery Cost	\$7,275	-	\$60,000	\$60,000	\$60,000	0%	-	
039107 Write Offs	\$1,058	-	\$2,500	\$2,500	\$2,500	0%	-	
Sub Total - GENERAL RATES OP EXP	\$186,672	\$368,129	\$368,129	\$368,129	\$320,129		(\$48,000)	
OPERATING INCOME								
031212 Rates	(\$5,877,047)		(\$5,875,814)	(\$5,875,814)	(\$5,875,814)	0%	-	
031213 Ex Gratia Rates	(\$17,782)		(\$17,500)	(\$17,500)	(\$17,500)	0%	-	
031214 Rates Non Payment Penalty	(\$87,933)		(\$100,000)	(\$100,000)	(\$87,933)	-12%	12,067	At the special council meeting held 18 April 2020 Council resolved to halt interest from the 1 April 2020 for the remainder of the financial year as a result of the COVID-19 pandemic.
031218 Interest Rates	(\$1,086)		(\$10,000)	(\$10,000)	(\$10,000)	0%	-	
031219 Interest On Rates Instalments	(\$23,871)		(\$24,000)	(\$24,000)	(\$24,000)	0%	-	
031220 Instalment Admin Fee	(\$18,440)		(\$19,500)	(\$19,500)	(\$19,500)	0%	-	
031221 Back Rates Prior Year	\$415		(\$100)	(\$100)	(\$100)	0%	-	
031222 Pensoner Deferred Rate Interest	(\$2,624)		(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
031223 ESL Non-Payment Penalty Interest	(\$3,136)		(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
031230 Property Enquiry Fees	(\$13,056)		(\$15,000)	(\$15,000)	(\$15,000)	0%	-	
031231 Rate Debt Recovery Non Taxable	(\$12,383)		(\$55,000)	(\$55,000)	(\$55,000)	0%	-	
031232 Rates Debt Recovery Taxable	-		-	-	-	-	-	
Sub Total - GENERAL RATES OF INC	(\$6,056,925)	(\$6,120,914)	(\$6,120,914)	(\$6,120,914)	(\$6,105,847)		\$12,067	
Total - GENERAL RATES	(\$5,870,253)	(\$5,752,785)	(\$5,752,785)	(\$5,752,785)	(\$5,788,718)		(\$35,933)	
OTHER GENERAL PURPOSE FUNDING								
OPERATING EXPENDITURE								
039104 Provision For Stock Write Off	-		\$1,500	\$1,500	\$1,500	0%	-	
039106 Debt Recovery	-		\$5,145	\$5,145	\$5,145	0%	-	
039109 Depreciation	-		-	-	-	-	-	
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/EXP	-	\$6,645	\$6,645	\$6,645	\$6,645		-	
OPERATING INCOME								

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE)/ UNFAVOURABLE VAR.	COMMENT
032260 Grant Funds (Unb'd)	(\$301,283)	-	(\$424,110)	(\$401,714)	(\$822,827)	105%	(420,913)	FACR 1 - A decrease to Financial Assistance Grants due to the advance payment being less than budget estimates. Funds carried forward in surplus. FACR 3 - Advance FAGS payment received. 2020/21 proposed budget to be amended to reflect payment.
032270 Grant Funds (Unb'd)	(\$217,107)	-	(\$294,072)	(\$289,477)	(\$548,467)	124%	(356,990)	FACR 1 - A decrease to Financial Assistance Grants due to the final grant allocation being less than budget estimates. FACR 3 - Advance FAGS payment received. 2020/21 proposed budget to be amended to reflect payment.
030219 Charges Legal Costs	(\$245)	-	-	-	-	-	-	
030222 Interest Earned Muni & Trust	(\$10,078)	-	(\$30,000)	(\$30,000)	(\$25,000)	-17%	5,000	Significant reductions to interest rates due to COVID - interest earning from Term Deposits expected to be lower than budgeted.
030227 Interest Earned Reserve Funds	(\$19,195)	-	(\$54,810)	(\$54,810)	(\$54,810)	0%	-	
Sub Total - OTHER GENERAL PURPOSE FUNDING OP/INC	(\$556,909)	(\$802,962)	(\$802,992)	(\$776,001)	(\$1,550,904)		(\$774,903)	
Total - OTHER GENERAL PURPOSE FUNDING	(\$556,909)	(\$796,347)	(\$796,347)	(\$769,356)	(\$1,544,259)		(\$774,903)	
Total - GENERAL PURPOSE FUNDING	(\$6,427,181)	(\$6,540,132)	(\$6,540,132)	(\$6,522,141)	(\$7,332,977)		(\$810,836)	
MEMBERS OF COUNCIL								
OPERATING EXPENDITURE								
041101 Attendance Fees	\$85,270	-	\$102,359	\$102,359	\$102,359	0%	-	
041102 Conference Expenses	\$15,935		\$40,000	\$40,000	\$40,000	0%	-	
041103 Election Expenses	\$22,332		\$20,000	\$20,000	\$20,000	0%	-	
041104 Presidential Allowance	\$17,583		\$21,146	\$21,146	\$21,146	0%	-	
041105 Sponsorships	-		\$10,000	\$10,000	\$10,000	0%	-	
041106 Refreshments & Receptions	\$10,573		\$15,000	\$15,000	\$15,000	0%	-	
041107 Citizenship & Presentations	\$564		\$500	\$500	\$500	0%	-	
041108 Printing & Stationery	\$513		\$1,823	\$1,823	\$1,823	0%	-	
041109 Communication Allowance	\$11,444		\$14,000	\$14,000	\$14,000	0%	-	
041110 Insurance	\$5,140		\$5,513	\$5,513	\$5,513	0%	-	
041111 Subscriptions	\$21,725		\$23,746	\$23,746	\$23,746	0%	-	
041112 Public Relations	\$34,284		\$50,026	\$60,026	\$50,026	-17%	(10,000)	FACR 1 - Funds to be reallocated from GL79152 - Medical Expenses to fund the facilitation of a Senior's Expo. FACR 3 - Senior's Expo cancelled due to COVID-19 - funds will not be spent prior to 30 June 2020.
041114 Other - Sundry	\$634		\$1,250	\$1,250	\$1,250	0%	-	
041115 Legal Fees	-		\$5,000	\$5,000	\$5,000	0%	-	
041116 Portraits & Plaques	-		-	-	-	-	-	
041118 Travel Expenses	\$592		\$1,500	\$1,500	\$1,500	0%	-	
041121 Maintenance - Chambers	\$3,937		\$5,959	\$5,959	\$5,959	0%	-	
041122 Admin O/Head & Labour Cost	\$315,571	-	\$398,817	\$398,817	\$398,817	0%	-	
041124 Strategic Planning	\$13,986		\$30,000	\$40,000	\$40,000	0%	-	FACR 1 - The final quotes received for the upcoming Major Strategic Review were higher than budget estimates.

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SHIRE OF YORK BUDGET 2019/20

2019/20 FACR - QUARTER 3

Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.)	COMMENT
041100 Depreciation Expense			\$106	\$106	\$106	0%	-	
Sub Total - MEMBERS OF COUNCIL OP/EXP	\$560,070	\$746,744	\$746,744	\$766,744	\$758,744		(\$10,000)	
OPERATING INCOME								
041237 Contributions And Donations	(\$500)	-	(\$100)	(\$100)	(\$100)	0%	-	
041239 Reimbursements Taxable Supply	(\$3,075)	-	(\$200)	(\$200)	(\$200)	0%	-	
Sub Total - MEMBERS OF COUNCIL OP/INC	(\$3,575)	(\$300)	(\$300)	(\$300)	(\$300)		-	
Total - MEMBERS OF COUNCIL	\$556,496	\$746,444	\$746,444	\$766,444	\$758,444		(\$10,000)	
GOVERNANCE								
OPERATING EXPENDITURE								
042100 Less Allocated To Schedules	(\$1,794,227)	-	(\$2,345,980)	(\$2,345,980)	(\$2,345,980)	0%	-	
042109 Administration - Salaries	\$947,842		\$1,153,900	\$1,153,900	\$1,153,900	0%	-	
042104 Admin Garden Maintenance	\$1,153		\$4,147	\$4,147	\$4,147	0%	-	
042107 Insurance	\$77,090		\$80,989	\$80,989	\$80,989	0%	-	
042108 Superannuation Admin	\$127,804		\$167,316	\$167,316	\$167,316	0%	-	
042111 Housing Maintenance - EMDS	\$3,636		\$8,848	\$8,848	\$8,848	0%	-	
042112 Housing Maintenance - CEO	\$10,401		\$8,953	\$8,953	\$8,953	0%	-	
042114 Motor Vehicle Expenses Allocated to Function 1.4	\$17,045		\$22,625	\$22,625	\$22,625	0%	-	
042116 Housing Maintenance - EMCS	\$4,290		\$8,848	\$8,848	\$8,848	0%	-	
042167 Discretionary Cheque Fees	\$10		\$100	\$100	\$100	0%	-	
042168 Fringe Benefits General	\$61,530		\$90,000	\$90,000	\$90,000	0%	-	
042109 Consultant Fees	\$90,997		\$130,157	\$149,157	\$149,157	0%	-	FACR 1 - Budget required to fund Chief Executive Officer recruitment and advertising.
042171 Organisational Staff Training and Conferences	\$38,714		\$85,823	\$85,823	\$85,823	0%	-	
042175 Long Service Leave	-		\$5,556	\$5,556	\$5,556	0%	-	
042176 Admin Building Maintenance	\$43,000		\$61,617	\$61,617	\$61,617	0%	-	
042178 Admin Telephone	\$27,774		\$10,000	\$10,000	\$10,000	0%	-	
042180 Admin - Internet Expense	\$10,436		\$6,689	\$6,689	\$6,689	0%	-	
042181 Purchase Admin Maps	-		\$600	\$600	\$600	0%	-	
042182 Staff Uniform Subsidy	\$2,873		\$8,000	\$8,000	\$8,000	0%	-	
042183 Office Expense - Printing	\$3,290		\$8,699	\$8,699	\$8,699	0%	-	
042184 Office Exp Stationery	\$8,313		\$15,224	\$15,224	\$15,224	0%	-	
042185 Office Expenses-Advertising	\$4,967		\$15,000	\$15,000	\$15,000	0%	-	
042186 Office Exp Office Equip Mice	\$13,927		\$25,725	\$25,725	\$25,725	0%	-	
042187 Office Expenses-Bank Charges	\$15,324		\$16,500	\$16,500	\$16,500	0%	-	
042188 Office Exp Computer Expenses	\$153,473		\$201,593	\$201,593	\$201,593	0%	-	
042189 Office Exp Postage/Freight	\$10,932		\$15,000	\$15,000	\$15,000	0%	-	
042190 Office Expenses-Sundry	\$16,322		\$19,118	\$19,118	\$19,118	0%	-	
042191 Relocation Expenses	\$4,841		\$5,000	\$8,000	\$8,000	0%	-	FACR 1 - Budget required to fund relocation expenses for new Chief Executive Officer in accordance with contract of employment.

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
042193 Audit Fees	\$42,690		\$46,300	\$46,300	\$46,300	0%	-	
042194 Revaluation Fees	-		-	-	-	0%	-	
042195 Legal Expenses	\$3,157		\$10,000	\$10,000	\$10,000	0%	-	
042196 Title Search	-		\$123	\$123	\$123	0%	-	
042199 Depreciation Expense	\$54,011		\$113,531	\$113,531	\$113,531	0%	-	
Sub Total - GOVERNANCE - GENERAL OP/EXP	(\$2,620)	\$0	\$0	\$22,000	\$22,000		-	
OPERATING INCOME	-		-	-	-		-	
042220 Contributions Taxable Supply	-		(\$100)	(\$100)	(\$100)	0%	-	
042236 Government Grants	-		-	-	-	0%	-	
042221 Reimbursements Taxable Supply	(\$3,015)		(\$500)	(\$500)	(\$500)	0%	-	
042223 Reimbursements Staff Uniform	-		(\$100)	(\$100)	(\$100)	0%	-	
042224 Charges Other Taxable Supply	(\$6)		(\$100)	(\$100)	(\$100)	0%	-	
042225 Charges Other Non Tax Supply	(\$31)		(\$300)	(\$300)	(\$300)	0%	-	
042227 Government Grants	-		-	-	-	0%	-	
042228 Reimbursements Non Tax Supply	(\$26)		(\$1,600)	(\$1,600)	(\$1,600)	0%	-	
Sub Total - GOVERNANCE - GENERAL OP/INC	(\$3,072)	(\$2,000)	(\$2,000)	(\$2,000)	(\$2,000)		-	
Total - GOVERNANCE - GENERAL	(\$5,002)	(\$2,000)	(\$2,000)	\$19,400	\$19,400		\$0	
Total - GOVERNANCE	\$550,895	\$743,844	\$743,844	\$785,844	\$775,844		(\$10,000)	
FIRE PREVENTION	-		-	-	-		-	
OPERATING EXPENDITURE	-		-	-	-		-	
051101 Admin O/Head & Labour Costs	\$35,695	-	\$46,920	\$46,920	\$46,920	0%	-	
051131 Fire Control Expenses - ESL Expenditure	-	-	\$1,500	\$1,500	\$1,500	0%	-	
051103 Fire Insurance	\$18,000		\$15,510	\$15,510	\$15,510	0%	-	
051104 Communication Mtoe & Repairs	-		\$2,500	\$2,500	\$2,500	0%	-	
051105 Fire Control Expenses	\$11,594		\$25,319	\$25,319	\$25,319	0%	-	
051107 Fire Breaks - Shire Land	\$6,120		\$14,140	\$14,140	\$14,140	0%	-	
051108 Staff Training	-		-	-	-	0%	-	
051109 Ranger Vehicle Expenses	\$3,055		\$5,470	\$5,470	\$5,470	0%	-	
051113 Computer Maintenance	-		\$544	\$544	\$544	0%	-	
051115 Fire Base Maintenance	-		\$1,500	\$1,500	\$1,500	0%	-	
051120 Fire Control - Salaries	\$25,406		\$29,872	\$29,872	\$29,872	0%	-	
051121 Fire Control - Superannuation	\$3,903		\$4,331	\$4,331	\$4,331	0%	-	
051122 Fire Control - Long Service Leave	-		\$804	\$804	\$804	0%	-	
051125 Plant & Equipment Maintenance - ESL Equip	\$2,070		\$4,000	\$4,000	\$4,000	0%	-	
051126 Vehicle Maintenance	\$1,998		\$10,000	\$10,000	\$10,000	0%	-	
051127 Land & Buildings Maintenance	\$2,151	-	\$5,494	\$5,494	\$5,494	0%	-	
051128 Protective Clothing	\$2,633		\$5,000	\$5,000	\$5,000	0%	-	
051129 Other Goods & Services	\$3,890		\$4,116	\$4,116	\$4,116	0%	-	
051130 Fire Breaks - Contractors	\$2,182		\$3,067	\$3,067	\$3,067	0%	-	

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SHIRE OF YORK BUDGET 2019/20

2019/20 FACR - QUARTER 3

Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.)	COMMENT
051136 Bushfire Risk Mitigation	\$96,630	-	-	\$454,541	\$454,541		-	A new round of funding for the Bushfire Risk Mitigation Activity Programme was approved November 2019 for an additional \$481,250 fully-funded by Department of Fire and Emergency Services and Royalties for Regions. For the 2018/19 FY, the total project cost was \$26,709 above the income. The additional expense in 2018/19 will be funded in the 2019/20 funding round explaining why the income is higher than the expenditure.
051199 Depreciation Expense	\$34,001	-	\$46,265	\$46,265	\$46,265	0%	-	
Sub Total - FIRE PREVENTION OP/EXP	\$251,860	\$226,372	\$226,372	\$500,813	\$500,813		-	
OPERATING INCOME								
051201 ESL Commission	(\$4,000)	-	(\$4,000)	(\$4,000)	(\$4,000)	0%	-	
051217 Fines & Penalties - Fire Prevention	(\$1,250)	-	(\$3,000)	(\$3,000)	(\$3,000)	0%	-	
051220 ESL Grants	(\$37,994)	-	(\$48,120)	(\$48,120)	(\$48,120)	0%	-	
051221 Reimbursements - Fire Break	(\$2,200)	-	(\$3,087)	(\$3,087)	(\$3,087)	0%	-	
051224 Reimbursements Taxable Supply	-	-	(\$10)	(\$10)	(\$10)	0%	-	
051225 FESA Capital Grants	(\$472,049)	-	-	(\$472,049)	(\$472,049)	0%	-	FACR 1 - Capital grant for replacement of the Greenhills Bushfire Brigade Truck transferred to the Shire of York in July 2019.
051226 Bushfire Risk Mitigation Funding	(\$481,250)	-	-	(\$481,250)	(\$481,250)		-	A new round of funding for the Bushfire Risk Mitigation Activity Programme was approved November 2019 for an additional \$481,250 fully-funded by Department of Fire and Emergency Services and Royalties for Regions. For the 2018/19 FY, the total project cost was \$26,709 above the income. The additional expense in 2018/19 will be funded in the 2019/20 funding round explaining why the income is higher than the expenditure.
Sub Total - FIRE PREVENTION OP/INC	(\$999,313)	(\$58,217)	(\$58,217)	(\$1,012,116)	(\$1,012,116)		-	
Total - FIRE PREVENTION	(\$747,453)	\$108,156	\$108,156	(\$331,202)	(\$331,202)		-	
ANIMAL CONTROL								
OPERATING EXPENDITURE								
052103 Animal Control - Salaries	\$28,426	-	\$29,872	\$29,872	\$29,872	0%	-	
052164 Animal Control - Supervision	\$3,903	-	\$4,331	\$4,331	\$4,331	0%	-	
052165 Uniform Allowance	\$800	-	\$1,000	\$1,000	\$1,000	0%	-	
052166 Admin O/Head & Labour Costs	\$71,360	-	\$93,639	\$93,639	\$93,639	0%	-	
052167 Long Service Leave	-	-	\$338	\$338	\$338	0%	-	
052168 Annual Leave Provision	-	-	-	-	-		-	
052169 Animal Control Sundry Expenditure	\$28,590	-	\$52,388	\$52,388	\$52,388	0%	-	
052172 Cat Pound - Expenditure	\$109	-	\$1,000	\$1,000	\$1,000	0%	-	
052199 Depreciation Expense	\$2,540	-	\$3,980	\$3,980	\$3,980	0%	-	

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE) VAR.	COMMENT
Sub Total - ANIMAL CONTROL OP/EXP	\$135,706	\$186,748	\$186,748	\$186,748	\$186,748		-	
OPERATING INCOME								
052272 Fines & Penalties Animal Control	-		(\$100)	(\$100)	(\$100)	0%	-	
052273 Charges-impounding Fees	(\$106)		(\$100)	(\$100)	(\$100)	0%	-	
052274 Charges-Cat Registration	(\$987)		(\$1,500)	(\$1,500)	(\$1,500)	0%	-	
052275 Reimbursements - Non-taxable	-		-	-	-		-	
052282 Fines & Penalties Animal Control	(\$1,818)		(\$1,500)	(\$1,500)	(\$1,500)	0%	-	
052283 Charges-impounding Fees	(\$372)		(\$1,000)	(\$1,000)	(\$1,000)	0%	-	
052284 Charges-Dog Registration	(\$8,557)		(\$10,000)	(\$10,000)	(\$10,000)	0%	-	
052285 Sundry Income Tax Supply	(\$1,146)		-	-	-		-	
052289 Dog Tag Replacements	(\$44)		(\$10)	(\$10)	(\$10)	0%	-	
Sub Total - ANIMAL CONTROL OP/INC	(\$13,044)	(\$14,210)	(\$14,210)	(\$14,210)	(\$14,210)		-	
Total - ANIMAL CONTROL	\$122,663	\$172,538	\$172,538	\$172,538	\$172,538		\$0	
OTHER LAW ORDER & PUBLIC SAFETY								
OPERATING EXPENDITURE								
053102 Crime Prevention Expenditure	\$4,320		\$4,751	\$4,751	\$4,751	0%	-	
053101 Admin O/Head & Labour Costs	\$26,783		\$35,190	\$35,190	\$35,190	0%	-	
053111 Rural Street Numbering	-		\$949	\$949	\$949	0%	-	
053120 Abandoned Vehicle Expenditure	\$700		\$1,305	\$1,305	\$1,305	0%	-	
053140 Community Emergency Services Manager	\$0.635		\$24,353	\$24,353	\$24,353	0%	-	
053130 Local Emergency Planning Expenditure	-		\$3,087	\$3,087	\$3,087	0%	-	
053105 Speed Alert Mobile Trailer Maintenance	\$390		\$1,159	\$1,159	\$1,159	0%	-	
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY	\$41,778	\$70,794	\$70,794	\$70,794	\$70,794		-	
OPERATING INCOME								
053202 Developers' Contributions To Rural Numbers	(\$275)		(\$300)	(\$300)	(\$300)	0%	-	
053220 Abandoned Vehicle Income	(\$115)		(\$300)	(\$300)	(\$300)	0%	-	
Sub Total - OTHER LAW ORDER & PUBLIC SAFETY	(\$390)	(\$400)	(\$400)	(\$400)	(\$400)		-	
Total - OTHER LAW ORDER PUBLIC SAFETY	\$41,388	\$70,394	\$70,394	\$70,394	\$70,394		\$0	
Total - LAW ORDER & PUBLIC SAFETY	(\$58,402)	\$411,088	\$411,088	(\$58,270)	(\$58,270)		\$0	
HEALTH ADMINISTRATION & INSPECTION								
OPERATING EXPENDITURE								
077155 Health - Salaries	\$79,571		\$99,928	\$99,928	\$99,928	0%	-	
077156 Health - Superannuation	\$7,594		\$14,490	\$14,490	\$14,490	0%	-	
077157 Admin O/Head & Labour Costs	\$71,389		\$93,839	\$93,839	\$93,839	0%	-	

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Audit and Risk Committee Meeting Minutes

9 June 2020

SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
077:58 Long Service Leave			\$1,729	\$1,729	\$1,729	0%	-	
077:60 Health Control Expenses	\$2,132		\$4,171	\$4,171	\$4,171	0%	-	
77:65 Pandemic Response	\$26,389		-	-	\$50,000		\$50,000	Unexpect costs as a result of the declared State of Emergency to attend to the added cleaning and safety requirements due to COVID-19. Due to the uncertainty regarding the true financial impact of the pandemic, officers are proposing to allocate \$50,000 to fund additional cleaning regimes and the purchase of safety equipment and cleaning products.
077:66 Health Promotions	-		\$772	\$772	\$772	0%	-	
077:67 Vehicle Operating Expenses	\$3,040		\$5,160	\$5,160	\$5,160	0%	-	
077:69 Depreciation Expense	-		\$7,049	\$7,049	\$7,049	0%	-	
Sub Total - HEALTH ADMIN & INSPECTION OP/EXP	\$190,095	\$227,137	\$227,137	\$227,137	\$277,137		\$50,000	
OPERATING INCOME								
077:71 Health Charges Other - Taxable	(\$7,855)		(\$7,800)	(\$7,800)	(\$7,800)	0%	-	
077:74 Septic Tank App Fee Charges	(\$730)		(\$1,500)	(\$1,500)	(\$1,500)	0%	-	
077:75 Septic Inspection Fee	(\$544)		(\$1,000)	(\$1,000)	(\$1,000)	0%	-	
077:77 Health Act Charges	(\$6,840)		(\$7,000)	(\$7,000)	(\$7,000)	0%	-	
077:78 Trading Public Places Charges	(\$2,795)		(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
Sub Total - HEALTH ADMIN & INSPECTION OP/INC	(\$18,751)	(\$19,300)	(\$19,300)	(\$19,300)	(\$19,300)		-	
Total - HEALTH ADMIN & INSPECTION	\$171,344	\$207,837	\$207,837	\$207,837	\$257,837		\$50,000	
OTHER HEALTH								
OPERATING EXPENDITURE								
078:13 Analytical Expenses	\$913		\$1,500	\$1,500	\$1,500	0%	-	
070:58 Medical Pract Vehicle Expenses	-		-	-	-		-	
070:62 Health Services Support			\$24,000	\$14,000	\$14,000	0%	-	Funds to be reallocated to GL41:112 - Public Relations to fund the facilitation of a Senior's Expo.
Sub Total - OTHER HEALTH OP/EXP	\$913	\$25,900	\$25,500	\$15,500	\$15,500		-	
Total - OTHER HEALTH	\$913	\$25,900	\$25,500	\$15,500	\$15,500		\$0	
Total - HEALTH	\$172,257	\$233,737	\$233,337	\$223,337	\$273,337		\$50,000	
EDUCATION & WELFARE								
CARE OF FAMILIES AND CHILDREN								
OPERATING EXPENDITURE								
064:01 Early Childhood Hub (Old Bowling Club)	\$6,368		\$10,368	\$10,368	\$10,368	0%	-	
064:02 Wheatbelt Women's Health Hub (Old Youth Centre)	\$454		\$1,988	\$1,988	\$1,988	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
Sub Total - CARE OF FAMILIES AND CHILDREN OP/EXP	\$6,822	\$12,354	\$12,354	\$12,354	\$12,354		-	
OPERATING INCOME								
64202 Lease income - Welfare	-		(\$1)	(\$1)	(\$1)	0%	-	
Sub Total - CARE OF FAMILIES AND CHILDREN OP/INC	-	(\$1)	(\$1)	(\$1)	(\$1)		-	
Total - CARE OF FAMILIES AND CHILDREN	\$6,822	\$12,353	\$12,353	\$12,353	\$12,353		-	
OTHER WELFARE								
OPERATING EXPENDITURE								
066101 Admin O'Head & Labour Costs	\$17,842	-	\$23,460	\$23,460	\$23,460	0%	-	
067101 Centennial Units Operating Expenditure	\$20,099		\$26,021	\$26,021	\$26,021	0%	-	
067199 Depreciation Expense	\$13,441		\$24,581	\$24,581	\$24,581	0%	-	
068101 Pioneer Memorial Lodge Operating Expenditure	\$3,991		\$11,850	\$11,850	\$11,850	0%	-	
068199 Depreciation	\$18,095		\$39,121	\$39,121	\$39,121	0%	-	
069101 Education Expenses	\$2,000		\$5,000	\$5,000	\$5,000	0%	-	
Sub Total - OTHER WELFARE OP/EXP	\$75,429	\$130,032	\$130,032	\$130,032	\$130,032		-	
OPERATING INCOME								
067202 Rent Centennial Units	(\$30,490)		(\$32,000)	(\$32,000)	(\$32,000)	0%	-	
067205 Reimbursements Taxable Supply	-		(\$3,450)	(\$3,450)	(\$3,450)	0%	-	
068201 Contributions & Donations Pmt	(\$3,380)		-	-	-		-	
Sub Total - OTHER WELFARE OP/INC	(\$33,870)	(\$35,450)	(\$35,450)	(\$35,450)	(\$35,450)		-	
Total - OTHER WELFARE	\$41,559	\$94,583	\$94,583	\$94,583	\$94,583		\$0	
Total - EDUCATION & WELFARE	\$48,381	\$106,936	\$106,936	\$106,936	\$106,936		\$0	
SANITATION - HOUSEHOLD REFUSE								
OPERATING EXPENDITURE								
101101 Admin O'Head & Labour Costs	\$95,779	-	\$70,379	\$70,379	\$70,379	0%	-	
101103 Community Projects - Waste	\$152		\$1,500	\$1,500	\$1,500	0%	-	
101104 Recycling Services	\$81,622		\$106,933	\$101,106	\$101,106	0%	-	FACR 1 - Actual recycling costs for the Shire down on estimated budget due to the number of services provided
101105 Saveron Regional Waste Minimisation Strategy	\$2,190		\$4,904	\$4,904	\$4,904	0%	-	
101106 Waste Management Facility Mfct	\$5,043		\$9,905	\$9,905	\$9,905	0%	-	
101107 Advertising	-		-	-	-		-	
101108 Aton Waste - Transfer Str Op	\$89,138		\$118,862	\$118,862	\$118,862	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
101109 Refuse Collection (Contractor)	\$121,457		\$165,936	\$165,936	\$165,936	0%	-	
101110 Dumping/Disposal Fees	\$98,097		\$98,208	\$98,208	\$98,208	0%	-	FACR 1 - Cost per cubic metre for waste disposal at Colerain increased by \$3.00 which was not factored into budget estimates.
101113 Drum Muster Collection	\$1,584		\$4,181	\$4,181	\$4,181	0%	-	
101114 Skip Bins Vierge Collection	\$5,758		\$16,405	\$16,405	\$16,405	0%	-	
101115 Bulk Rubbish Vierge Collection	-		\$56,565	\$56,565	\$31,565	-44%	(25,000)	To be undertaken Mar 2020. The annual kerbside bulk rubbish collection has been limited to green waste only for the 2019/20 year as a result of COVID-19. Funds have been reallocated to increased road maintenance.
101199 Depreciation	\$1,244		\$4,441	\$4,441	\$4,441	0%	-	
Sub Total - SANITATION HOUSEHOLD REFUSE OP/EXP	\$442,641	\$648,279	\$648,279	\$650,452	\$625,452		(\$25,000)	
OPERATING INCOME								
101214 Charges - Rubbish Service	(\$305,348)		(\$423,650)	(\$306,650)	(\$306,650)	0%	-	FACR 1 - Estimated income from rubbish collection was based on the provision of a higher number of services. Numbers to be reviewed in preparation for the new tender due to be awarded after June 2020.
101215 Bin Service - Additional Bins	(\$36,570)		(\$38,160)	(\$38,160)	(\$38,160)	0%	-	
101216 Waste Management Levy	(\$235,106)		(\$235,350)	(\$235,350)	(\$235,350)	0%	-	
101218 Reimbursements Taxable	-		(\$100)	(\$100)	(\$100)	0%	-	
101219 Reimbursements Non Taxable	(\$296)		(\$300)	(\$300)	(\$300)	0%	-	
Sub Total - SANITATION H/HOLD REFUSE OP/INC	(\$667,322)	(\$607,460)	(\$607,460)	(\$570,460)	(\$670,460)		-	
Total - SANITATION HOUSEHOLD REFUSE	(\$224,681)	(\$40,181)	(\$40,181)	(\$20,008)	(\$45,008)		(\$25,000)	
SANITATION OTHER								
OPERATING EXPENDITURE								
102147 Street Bin Collection - Contract	\$5,557		\$5,437	\$5,437	\$5,437	0%	-	
102148 Main Street Bins - Mice	\$1,606		\$1,087	\$1,087	\$1,087	0%	-	
102199 Depreciation Expense	-		\$211	\$211	\$211	0%	-	
Sub Total - SANITATION OTHER OP/EXP	\$7,165	\$6,736	\$6,736	\$6,736	\$6,736		-	
Total - SANITATION OTHER	\$7,165	\$6,736	\$6,736	\$6,736	\$6,736		\$0	
PROTECTION OF THE ENVIRONMENT								
OPERATING EXPENDITURE								
105103 Weed / Pest Control Programmes	\$794		\$3,000	\$3,000	\$3,000	0%	-	
105104 Environmental Control Expenses	\$2,000		\$2,000	\$2,000	\$2,000	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
105105 Drainage Planning	-		\$20,000	-	-	#DIV/0!	-	Utilise funds originally allocated for Water Harvesting Investigation for the Avon Park Redevelopment in accordance with Council report SY182-12/19
105109 Depreciation Expense	-		-	-	-		-	
Sub Total - PROTECTION OF THE ENVIRONMENT OP/EXP	\$2,794	\$25,000	\$25,000	\$5,000	\$5,000		-	
OPERATING INCOME								
105254 Charges - Tree Planter	-		-	-	-		-	
105255 Reimbursements	-		(\$10)	(\$10)	(\$10)	0%	-	
Sub Total - PROTECTION OF THE ENVIRONMENT OP/INC	-	(\$10)	(\$10)	(\$10)	(\$10)		-	
Total - PROTECTION OF THE ENVIRONMENT	\$2,794	\$24,990	\$24,990	\$4,990	\$4,990		\$0	
TOWN PLANNING & REGIONAL DEVELOPMENT								
OPERATING EXPENDITURE								
106180 Planning - Salaries	\$78,115		\$97,200	\$97,200	\$97,200	0%	-	
106181 Planning - Superannuation	\$7,892	-	\$14,094	\$14,094	\$14,094	0%	-	
106182 Planning - Long Service Leave	-	-	\$663	\$663	\$663	0%	-	
106184 Admin O/Head & Labour Costs	\$71,399	-	\$93,839	\$93,839	\$93,839	0%	-	
106185 Control Exp/Plan Consultant	-	-	\$11,250	\$11,250	\$11,250	0%	-	
106186 Control Expenses - Advertising	\$2,730	-	\$4,116	\$4,116	\$4,116	0%	-	
106187 Control Expenses - Legal Fees	\$3,563	-	\$35,000	\$35,000	\$6,000	-83%	(29,000)	Applicant received to extend the period for the Alawana Farm development. Funds are not expected to be required prior to 30 June 2020. Propose to rebudget for 2020/21.
106188 Planning/Control Expenses - Other	\$2,471	-	\$13,100	\$13,100	\$13,100	0%	-	
106191 Review Town Planning Scheme	\$6,996	-	\$25,000	\$25,000	\$16,000	-36%	(9,000)	Total expenditure budgeted for the Local Planning Scheme Review will not be incurred in the 2019/20. Propose to carry forward advertising and gazetteal costs to 2020/21.
106194 Heritage Expenditure	\$5,482	-	\$26,036	\$26,036	\$13,036	-54%	(15,000)	Heritage consultancy hours reduced due to the closure of the administration office during COVID-19 restrictions resulting in savings. Propose to re budget for 2020/21.
106199 Depreciation	\$3,352		\$8,629	\$8,629	\$8,629	0%	-	
Sub Total - TOWN PLAN & REG DEV OP/EXP	\$181,962	\$330,928	\$330,928	\$330,928	\$277,928		(\$53,000)	
OPERATING INCOME								
106200 Reimbursements - Advertising	(\$1,895)		(\$1,010)	(\$1,010)	(\$1,010)	0%	-	
106201 Sale Of Text Scheme Texts	(\$47)		(\$101)	(\$101)	(\$101)	0%	-	
106202 Appl Planning Consent Charges	(\$14,700)		(\$15,150)	(\$15,150)	(\$15,150)	0%	-	
106203 Rezoning Application Charges	-		(\$1,010)	(\$1,010)	(\$1,010)	0%	-	
106204 Sub Dis/Amalgamate Clearance	(\$594)		(\$1,000)	(\$1,000)	(\$1,000)	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
106209 Other Planning Income- Taxable			(\$500)	(\$500)	(\$500)	0%	-	
106213 Fines & Penalties- Planning	(\$5,000)		(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
106215 Reimburse-Planning Legal Expenses			(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
106216 Planning Reimbursements			(\$3,750)	(\$3,750)	(\$3,750)	0%	-	
Sub Total - TOWN PLAN & REG DEV OP/INC	(\$22,185)	(\$20,521)	(\$20,521)	(\$20,521)	(\$20,521)		-	
Total - TOWN PLANNING & REGIONAL DEVELOPMENT	\$159,796	\$304,407	\$304,407	\$304,407	\$251,407		(\$53,000)	
OTHER COMMUNITY AMENITIES								
OPERATING EXPENDITURE								
109101 Admin O'Head & Labour Costs - Cemetery	\$26,793	-	\$35,190	\$35,190	\$35,190	0%	-	
109137 Cemetery Maintenance	\$52,137		\$65,934	\$65,934	\$65,934	0%	-	
109141 Street Furniture Maintenance	\$3,524		\$4,852	\$4,852	\$4,852	0%	-	
109143 Toilets Howick St. Maintenance	\$10,516		\$16,876	\$16,876	\$16,876	0%	-	
109144 Sewerage Ponds Maintenance	\$614		\$6,495	\$6,495	\$6,495	0%	-	
109148 Community Plans			-	-	-		-	
109156 Admin O'Heads And Labour Costs - Youth Services	\$26,793	-	\$35,190	\$35,190	\$35,190	0%	-	
109158 Youth General Expenditure	\$1,173		\$8,500	\$8,500	\$8,500	0%	-	
109199 Depreciation Expense	\$2,844		\$5,984	\$5,984	\$5,984	0%	-	
Sub Total - OTHER COMMUNITY AMENITIES OP/EXP	\$124,334	\$179,021	\$179,021	\$179,021	\$179,021		-	
OPERATING INCOME								
109250 Grave Reservation Fees	(\$1,195)		(\$1,010)	(\$1,010)	(\$1,010)	0%	-	
109253 Cemetery Fees - Burial & Interment	(\$16,183)		(\$17,000)	(\$17,000)	(\$17,000)	0%	-	
109254 Cemetery - Plates	(\$1,291)		(\$303)	(\$303)	(\$303)	0%	-	
109255 Cemetery Monument Permit	(\$773)		(\$2,500)	(\$2,500)	(\$2,500)	0%	-	
109256 Cemetery - Undertaker License	(\$1,005)		(\$2,000)	(\$2,000)	(\$2,000)	0%	-	
109269 Charges Liquid Waste Removal	(\$13,396)		(\$24,000)	(\$24,000)	(\$16,000)	-33%	8,000	Income budgeted to be received from use of the septic ponds will be lower than estimates due to only one operator using facility for the majority of the year.
Sub Total - OTHER COMMUNITY AMENITIES OP/INC	(\$34,546)	(\$46,813)	(\$46,813)	(\$46,813)	(\$38,813)		\$8,000	
Total - OTHER COMMUNITY AMENITIES	\$89,788	\$132,208	\$132,208	\$132,208	\$140,208		\$8,000	
Total - COMMUNITY AMENITIES	\$14,822	\$419,160	\$419,160	\$428,313	\$358,333		(\$70,000)	
PUBLIC HALL & CIVIC CENTRES								
OPERATING EXPENDITURE								

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
111102 Town Hall	\$57,300		\$108,034	\$78,034	\$78,034	0%	-	Concept Plan budgeted for Town Hall and surrounding precinct. Due to workload and higher priorities, it is intended these funds be carried forward at year end.
111103 Scout Hall	\$1,650		\$653	\$653	\$653	0%	-	
111105 Old Convent School	\$5,247		\$6,673	\$6,673	\$6,673	-	-	
111106 Interest On Loans - Old Convent School	\$0,889		\$13,624	\$13,624	\$13,624	-	-	
111120 Admin O-Head & Labour Costs	\$35,695		\$46,920	\$46,920	\$46,920	0%	-	
111104 Greenhills Hall	\$4,200		\$4,406	\$4,406	\$4,406	0%	-	
111107 Tatbot Hall	\$5,131		\$5,229	\$5,229	\$5,229	0%	-	
111199 Depreciation Expense	\$142,167		\$211,455	\$211,455	\$211,455	0%	-	
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/EXP	\$258,329	\$390,964	\$390,994	\$390,994	\$390,994	-	-	
OPERATING INCOME								
111215 Reimbursements	(\$640)							
111216 Hall Hire - Charges	(\$12,027)		(\$10,100)	(\$10,100)	(\$10,100)	0%	-	
111217 Scout Hall Hire - Charges			(\$111)	(\$111)	(\$111)	0%	-	
111218 Liquor License Charges	(\$278)		(\$202)	(\$202)	(\$202)	0%	-	
111219 Grant Income								
Sub Total - PUBLIC HALLS & CIVIC CENTRES OP/INC	(\$1,354)	(\$10,413)	(\$10,413)	(\$10,413)	(\$10,413)	-	-	
Total - PUBLIC HALL & CIVIC CENTRES	\$244,783	\$380,551	\$380,581	\$380,581	\$380,581	\$0		
OTHER RECREATION & SPORT								
OPERATING EXPENDITURE								
Public Parks, Gardens, Reserves Maintenance								
113100 Avon Park Maintenance	\$34,191		\$64,802	\$59,802	\$59,802	0%	-	Reduced maintenance costs at Avon Park due to commencement of redevelopment works - reallocate portion of budget to RV Park Maintenance 113109
113101 Jonanna Whitely Park Maintenance	\$13,378		\$10,219	\$10,219	\$10,219	0%	-	
113102 Peace Park Maintenance	\$29,758		\$45,299	\$45,299	\$45,299	0%	-	
113103 War Memorial Gardens Maintenance	\$6,976		\$14,967	\$14,967	\$14,967	0%	-	
113104 Sundry Parks & Reserve	\$46,756		\$56,582	\$56,582	\$56,582	0%	-	
113105 Hermetta St Gardens Maintenance			\$2,729	\$2,729	\$2,729	0%	-	
113106 Gwamby/Avon Ascent Maintenance	\$20,877		\$24,605	\$24,605	\$24,605	0%	-	
113107 Arboretum Maintenance - Ford/Grey St	\$2,646		\$3,171	\$3,171	\$3,171	0%	-	
113108 Monger St Reserve Maintenance	\$4,122		\$5,722	\$5,722	\$5,722	0%	-	
113109 RV Park Maintenance	\$11,251		\$8,146	\$13,146	\$13,146	0%	-	RV Park relocation in final stages - allocate savings from Avon Park to cover establishment costs.
113111 Loan Redemption Interest - Forrest Oval	\$40,276		\$85,767	\$85,767	\$85,767	0%	-	
113112 Youth Skate Park	\$879		\$500	\$500	\$500	0%	-	
113115 Toilets Avon Park	\$17,412		\$24,197	\$24,197	\$24,197	0%	-	
113116 Mt Brown Park Maintenance	\$8,722		\$15,513	\$15,513	\$15,513	0%	-	
113117 Candice Bateman Park Maintenance	\$24,300		\$27,202	\$27,202	\$27,202	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE	
							VAR.	COMMENT
113118 Motor Cross Track Maintenance	\$9,413	-	\$19,930	\$19,930	\$19,930	0%	-	
113119 Avon Walk Trail Maintenance	\$3,923	-	\$16,870	\$16,870	\$16,870	0%	-	
113120 Gardener Vehicles	\$671	-	\$5,540	\$5,540	\$5,540	0%	-	
113122 Racecourse Maintenance	\$11,090	-	\$11,918	\$11,918	\$11,918	0%	-	
113135 Forrest Oval Lights - Electricity	-	-	-	-	-	0%	-	
113151 Admin Q/Head & Labour Costs	\$99,211	-	\$117,299	\$117,299	\$117,299	0%	-	
113152 Long Service Leave	-	-	\$3,964	\$3,964	\$3,964	0%	-	
113153 Forrest Oval Stadium Mble	\$13,455	-	\$18,365	\$18,365	\$18,365	0%	-	
113155 Forrest Oval Pavilion	\$5,300	-	\$6,646	\$6,646	\$6,646	0%	-	
113141 Forrest Oval Convention Centre	\$87,438	-	\$129,653	\$129,653	\$129,653	0%	-	
113142 YROC Marketing & Promotion	\$1,436	-	\$3,704	\$3,704	\$3,704	0%	-	
113143 YROC Gym Maintenance	\$6,790	-	\$11,506	\$11,506	\$11,506	0%	-	
113144 Conference Expenses	\$15,478	-	\$28,946	\$28,946	\$28,946	0%	-	
113145 Bar Expenses	\$93,172	-	\$142,994	\$142,994	\$142,994	0%	-	
113146 Café/Restaurant Expenses	\$124,599	-	\$151,365	\$151,365	\$151,365	0%	-	
113147 Canteen Expenses	\$10,551	-	\$21,398	\$21,398	\$21,398	0%	-	
113166 Feasibility Study / Operational and Marketing Plan - YROC	\$1,182	-	\$10,000	\$40,000	\$40,000	0%	-	FACR 1 - In accordance with Council Resolution 140-110, a commitment was made to provide \$40,000 for the management transition and start-up costs to new association, York Community and Social Club. At the time of budget preparation, an association had not been formed therefore no budget allocated.
113148 YROC Turf Maintenance - Bowls	\$4,253	-	\$10,644	\$10,644	\$10,644	0%	-	
113149 YROC Turf Maintenance - Tennis	\$702	-	\$10,644	\$10,644	\$10,644	0%	-	
113150 Forrest Oval Turf Maintenance	\$3,088	-	\$10,000	\$10,000	\$10,000	0%	-	
113156 Forrest Oval Grounds Maintenance	\$94,154	-	\$67,518	\$67,518	\$67,518	0%	-	
113157 Forrest Oval Water Supplies	\$72,674	-	\$82,070	\$82,070	\$82,070	0%	-	
113160 Recreation - Salaries	\$56,540	-	\$77,745	\$77,745	\$77,745	0%	-	
113161 YROC - Superannuation	\$23,296	-	\$45,049	\$36,000	\$36,000	0%	-	Superannuation budget calculated at maximum 14.5% however savings are expected due to lower take up of Council Super Scheme
113167 Sporting Club Sponsorships	\$6,490	-	\$10,000	\$10,000	\$10,000	0%	-	
113169 Hockey Oval Maintenance	\$22,095	-	\$23,320	\$23,320	\$23,320	0%	-	
113172 Second Hockey Field	\$5,310	-	\$7,614	\$7,614	\$7,614	0%	-	
113191 Admin Q/Head & Labour Costs	\$267,634	-	\$351,897	\$351,897	\$351,897	0%	-	
113192 Admin Q/Head & Labour Costs	\$53,627	-	\$70,379	\$70,379	\$70,379	0%	-	
113170 Trails Master Plan	\$25,936	-	\$55,000	\$55,000	\$55,000	0%	-	
113199 Depreciation Expense	\$221,297	-	\$422,911	\$422,911	\$422,911	0%	-	
Sub Total - OTHER RECREATION & SPORT OP/EXP	\$1,565,046	\$2,334,531	\$2,334,531	\$2,355,482	\$2,355,482	-	-	
OPERATING INCOME	-	-	-	-	-	-	-	
113223 Reimbursement Non Taxable	(\$990)	-	-	-	-	-	-	
113220 Reimbursements Taxable Supply	(\$14,304)	-	-	(\$13,595)	(\$13,595)	-	-	Contribution of 50% of the cost of the Bowling Green relocation system to be received from the York Bowling Club to offset additional expenditure
113221 Stadium Hire Charges	(\$2,981)	-	(\$3,030)	(\$3,030)	(\$3,030)	0%	-	
113222 Avon Park Charges	\$135	-	(\$606)	(\$606)	(\$606)	0%	-	
113224 Leases	(\$33,121)	-	(\$33,918)	(\$33,918)	(\$33,918)	0%	-	
113229 Recreation Grants	(\$200,000)	-	(\$716,000)	(\$716,000)	(\$716,000)	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE/ UNFAVOURABLE) VAR.	COMMENT
113231 Pavilion - Hire Charges			(\$202)	(\$202)	(\$202)	0%	-	
113233 Oval - Hire Charges	(\$947)		(\$525)	(\$525)	(\$525)	0%	-	
113235 Charges - Forest Oval Lights	(\$1,481)		(\$2,020)	(\$2,020)	(\$2,020)	0%	-	
113239 Government Grants - Non-taxable							-	
113242 Convention Centre - Hire	(\$1,501)		(\$5,050)	(\$5,050)	(\$5,050)	0%	-	
113243 Convention Centre - Gym	(\$15,503)		(\$22,220)	(\$22,220)	(\$22,220)	0%	-	
113244 Convention Centre - Conferences	(\$18,746)		(\$35,350)	(\$35,350)	(\$35,350)	0%	-	
113245 Convention Centre - Bar	(\$133,612)		(\$191,900)	(\$191,900)	(\$191,900)	0%	-	
113246 Convention Centre - Cafe/Restaurant	(\$95,994)		(\$111,100)	(\$111,100)	(\$111,100)	0%	-	
113247 Convention Centre - Canteen	(\$10,752)		(\$30,300)	(\$30,300)	(\$30,300)	0%	-	
113248 YPOC Green Fees - Bowls	(\$75)						-	
113249 YPOC Green Fees - Tennis	(\$123)		(\$1,515)	(\$1,515)	(\$1,515)	0%	-	
113273 Government Grant Walk Trails	(\$14,693)		(\$63,785)	(\$63,785)	(\$63,785)		-	
Sub Total - OTHER RECREATION & SPORT OP/INC	(\$547,699)	(\$1,217,521)	(\$1,217,521)	(\$1,211,067)	(\$1,231,067)		-	
Total - OTHER RECREATION & SPORT	\$1,017,347	\$1,117,030	\$1,117,030	\$1,124,395	\$1,124,395		\$0	
SWIMMING POOL								
OPERATING EXPENDITURE								
112150 Swimming Pool - Salaries	\$95,294		\$101,175	\$109,175	\$109,175	0%	-	Pool operating hours extended for the 2019/20 school holidays requiring additional funds for salaries.
112151 Swimming Pool - Superannuation	\$9,426		\$14,670	\$14,670	\$14,670	0%	-	
112153 Admin Or Head & Labour Costs	\$26,793		\$35,190	\$35,190	\$35,190	0%	-	
112154 Long Service Leave			\$1,255	\$1,255	\$1,255	0%	-	
112155 Swimming Pool - Water	\$14,692		\$27,958	\$27,958	\$27,958	0%	-	
112156 Swimming Pool - Electricity	\$13,015		\$15,071	\$15,071	\$15,071	0%	-	
112157 Swimming Pool - Chemicals	\$4,288		\$9,776	\$9,776	\$9,776	0%	-	
112158 General Maintenance Pool	\$25,808		\$26,775	\$26,775	\$26,775	0%	-	
112159 Telephone	\$410		\$690	\$690	\$690	0%	-	
112160 Swimming Pool - Kiosk Expenses							-	
112164 Pool Garden Maintenance	\$6,020		\$3,721	\$3,721	\$3,721	0%	-	
112111 Loan Redemption Interest - Swimming Pool							-	
112199 Depreciation Expense	\$10,881		\$30,071	\$30,071	\$30,071	0%	-	
Sub Total - SWIMMING POOL OP/EXP	\$207,196	\$207,051	\$207,051	\$275,051	\$275,051		-	
OPERATING INCOME								
112260 Swimming Pool - Kiosk Income							-	
112273 Pool Admission Charges	(\$33,440)		(\$30,270)	(\$30,270)	(\$30,270)	0%	-	
112277 Reimbursements - Non Taxable			(\$10)	(\$10)	(\$10)	0%	-	
Sub Total - SWIMMING POOL OP/INC	(\$33,440)	(\$30,280)	(\$30,280)	(\$30,280)	(\$30,280)		-	
Total - SWIMMING POOL	\$173,756	\$237,571	\$237,571	\$245,571	\$245,571		\$0	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.)	COMMENT
LIBRARIES								
OPERATING EXPENDITURE								
115110 Admin O/Head & Labour Costs	\$17,842	-	\$23,400	\$23,400	\$23,400	0%	-	
115111 Library Operating Stationery	\$390	-	\$1,029	\$1,029	\$1,029	0%	-	
115112 Library Operating Freight	\$119	-	\$1,544	\$1,544	\$1,544	0%	-	
115113 Office Consumables	\$1,734	-	\$2,470	\$2,470	\$2,470	0%	-	
115114 Lost Books	\$300	-	\$303	\$303	\$303	0%	-	
115115 Magazines/newspapers	\$291	-	\$540	\$540	\$540	0%	-	
115116 Shiretime Library	\$506	-	\$2,000	\$2,000	\$2,000	0%	-	
115117 Books - Purchases	\$1,735	-	\$2,573	\$2,573	\$2,573	0%	-	
115118 Long Service Leave	-	-	\$591	\$591	\$591	0%	-	
115120 Library - Salaries	\$52,975	-	\$65,751	\$65,751	\$65,751	0%	-	
115121 Library - Superannuation	\$5,882	-	\$8,350	\$8,350	\$8,350	0%	-	
115124 Library Equipment	-	-	\$1,801	\$1,801	\$1,801	0%	-	
115129 Depreciation Expense	\$136	-	\$54	\$54	\$54	0%	-	
Sub Total - LIBRARIES OP/EXP	\$82,092	\$110,954	\$110,954	\$110,954	\$110,954			
OPERATING INCOME								
115229 Charges-Lost Books	(\$153)	-	(\$300)	(\$300)	(\$300)	0%	-	
115230 Sundry Income (taxable Supply)	(\$48)	-	(\$21)	(\$21)	(\$21)	0%	-	
Sub Total - LIBRARIES OP/INC	(\$211)	(\$321)	(\$321)	(\$321)	(\$321)			
Total - LIBRARIES	\$81,881	\$110,233	\$110,233	\$110,233	\$110,233	\$0	\$0	
OTHER CULTURE								
OPERATING EXPENDITURE								
RESIDENCY MUSEUM								
118111 Loan Interest Repayments - Archives Centre	\$1,120	-	\$1,608	\$1,608	\$1,608	0%	-	
118127 Museum Shop Stock Purchases	\$298	-	\$1,390	\$1,390	\$1,390	0%	-	
118172 Residency Museum Building Mntnc	\$21,427	-	\$26,120	\$26,120	\$26,120	0%	-	
118173 Maintenance Exhibits	\$1,796	-	\$3,760	\$3,760	\$3,760	0%	-	
118175 Museum Promotion & Marketing	\$2,221	-	\$4,000	\$4,000	\$4,000	0%	-	
118176 Museum Phone, Internet & Computer	\$1,685	-	\$1,416	\$1,416	\$1,416	0%	-	
118177 Stationery/Postage	\$89	-	\$1,117	\$1,117	\$1,117	0%	-	
118178 Membership Fees	-	-	\$473	\$473	\$473	0%	-	
118179 Volunteers Police Clearances	\$87	-	\$318	\$318	\$318	0%	-	
118181 Refreshments	\$280	-	\$953	\$953	\$953	0%	-	
118182 Equipment	\$2,406	-	\$5,660	\$5,660	\$5,660	0%	-	
118184 Research Projects	\$336	-	\$1,029	\$1,029	\$1,029	0%	-	

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SHIRE OF YORK BUDGET 2019/20

2019/20 FACR - QUARTER 3

Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.	COMMENT
118185 Sundry Expenses	\$532		\$1,029	\$1,029	\$1,029	0%	-	
118187 Grant Expenditure - Projects			\$5,000	\$5,000	\$5,000	0%	-	
118188 Residency Museum Garden - Shire	\$0,096		\$4,781	\$9,781	\$9,781	0%	-	FACR 2 - Resculation system requires extensive repairs. This should result in reduced man hours to maintain Museum gardens.
118191 Salaries Residency Museum	\$58,797		\$75,830	\$75,830	\$75,830	0%	-	
118192 Residency Museum - Superannuation	\$5,370		\$10,995	\$10,995	\$10,995	0%	-	
118193 Long Service Leave - Residency Museum	-		\$707	\$707	\$707	0%	-	
118194 Admin O-Head & Labour Costs	\$17,842		\$23,460	\$23,460	\$23,460	0%	-	
118199 Depreciation expense	\$10,092		\$15,338	\$15,338	\$15,338	0%	-	
OTHER CULTURE								
119116 Radio Station Maintenance - Barker St	\$3,573		\$3,945	\$3,945	\$3,945	0%	-	
119120 Arts and Cultural Heritage - Salaries	\$56,028		\$55,661	\$64,024	\$64,024	0%	-	FACR 1 - Increase to salaries due to intense workload as a result of the Earthquake Building Mitigation Project identified as in-kind costs of project.
119121 Arts and Cultural Heritage - Superannuation	\$5,171		\$8,071	\$8,071	\$8,071	0%	-	
119122 Arts and Cultural Heritage Planning	-		\$37,000	\$1,000	\$1,000	0%	-	Budget will not be utilised prior to 30 June. Projects to commence following completion of Major Strategic Review.
119123 Arts and Cultural Heritage - Leave Provisions	-		\$308	\$308	\$308	0%	-	
119124 Arts and Cultural Heritage - Projects	-		\$21,000	-	-	#DIV/0!	-	Due to increased workload and higher priorities, this budget will not be utilised in full. Research phase expected to commence prior to 30 June - unused funds to be carried forward.
Sub Total - OTHER CULTURE OP/EXP	\$195,790	\$312,929	\$312,929	\$269,292	\$269,292		-	
OPERATING INCOME								
118221 Museum Entry Fees	(\$4,356)	-	(\$7,000)	(\$7,000)	(\$7,000)	0%	-	
118222 Sale Postcards/Books	(\$616)	-	(\$2,500)	(\$2,500)	(\$2,500)	0%	-	
118223 Donations	(\$54)	-	(\$10)	(\$10)	(\$10)	0%	-	
118225 Reimbursements Taxable Supply	-	-	(\$10)	(\$10)	(\$10)	0%	-	
119220 Other Culture - Sundry Income	-	-	(\$10)	(\$10)	(\$10)	0%	-	
119221 Government Grants - Arts and Cultural Heritage	-	-	-	-	-		-	
Sub Total - OTHER CULTURE OP/INC	(\$5,040)	(\$9,530)	(\$9,530)	(\$9,530)	(\$9,530)		-	
Total - OTHER CULTURE	\$190,749	\$303,399	\$303,399	\$259,762	\$259,762		\$0	
Total - RECREATION AND CULTURE	\$1,708,518	\$2,154,794	\$2,154,794	\$2,060,542	\$2,060,542		\$0	
STREETS,ROADS, BRIDGES, DEPOTS - MAINTENANCE								
OPERATING EXPENDITURE								
125109 Street Cleaning	\$37,191		\$34,000	\$34,000	\$34,000	0%	-	
125110 Road Safety Audits	\$4,400		\$6,000	\$6,000	\$6,000	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE)/ UNFAVOURABLE VAR.	COMMENT
125116 Road Works - Developer's Expenses								
125121 Traffic Signs - Warning and Directional	\$1,075		\$5,552	\$5,552	\$5,552	0%	-	
125125 Weed Control	\$5,024		\$44,836	\$44,836	\$44,836	0%	-	
125128 Lighting of Streets	\$50,934		\$91,359	\$91,359	\$91,359	0%	-	
								FACR 2 - Additional funds required for winter grading programme subject to weather conditions. FACR 3 - Further budget proposed to be transferred from Bulk Rubbish Waste Collection and allocated to road maintenance to attend to action requests and road conditions.
125129 Road Maintenance General	\$615,652		\$600,000	\$650,000	\$675,000	4%	25,000	
125132 Bridge Maintenance	\$31,848		\$39,213	\$39,213	\$39,213	0%	-	
125140 Crossover Rehabilitation	\$1,908		\$2,000	\$2,000	\$2,000	0%	-	
125141 Crossovers - York Estates Stage 2								
125165 Depot Maintenance	\$51,125		\$78,659	\$78,659	\$78,659	0%	-	
125170 Road Vegetation Maintenance	\$14,974		\$15,000	\$15,000	\$15,000	0%	-	
126199 Depreciation	\$833,796		\$1,318,707	\$1,318,707	\$1,318,707	0%	-	
127195 Interest on Loans	\$1,457		\$4,005	\$4,005	\$4,005	0%	-	
Sub Total - MTCE STREETS ROADS DEPOTS OP/EXP	\$1,658,345	\$2,241,331	\$2,241,331	\$2,291,331	\$2,315,331		\$25,000	
OPERATING INCOME								
126201 Other Grants			(\$6,700)	(\$6,700)	(\$6,700)	0%	-	
121202 Road To Recovery Grants	(\$400,000)		(\$396,868)	(\$396,868)	(\$396,868)	0%	-	
125202 Grant MFWA Direct Maintenance	(\$151,030)		(\$142,000)	(\$151,030)	(\$151,030)	0%	-	FACR 1 - Main Roads Direct Grant received for 2019/20 was higher than budget estimate.
125203 Grant - RRG - Roads	(\$154,354)		(\$242,817)	(\$321,069)	(\$321,069)	0%	-	FACR 1 - Due to an approved change of scope to the York Tannin Road project, the income was increased to match.
125220 Developer's Contributions - Footpaths	(\$2,842)							
125208 Grant Govt - Black Spot Funding								
125210 WANDRRA Income	\$33,301		(\$252,000)	(\$252,000)	(\$252,000)	0%	-	
Sub Total - MTCE STREETS ROADS DEPOTS OP/INC	(\$584,925)	(\$1,040,385)	(\$1,040,385)	(\$1,128,267)	(\$1,128,267)			
Total - MTCE STREETS ROADS DEPOTS	\$973,421	\$1,200,945	\$1,200,945	\$1,163,064	\$1,187,064	\$0	\$25,000	
TRAFFIC CONTROL								
OPERATING EXPENDITURE								
PARKING								
128101 Paint Carpark/Park Bay/ CBD	\$187		\$2,000	\$2,000	\$2,000	0%	-	
128103 Howick St Car Park	\$487		\$4,967	\$4,967	\$4,967	0%	-	
128199 Depreciation	\$12,107		\$24,704	\$24,704	\$24,704	0%	-	
LICENSING								
129102 Licensing Salaries	\$48,731		\$86,281	\$86,281	\$86,281	-23%	(20,000)	The adopted budget included funds for extended staff leave coverage which was postponed as a result of COVID-19
129103 Licensing Superannuation	\$6,995		\$12,511	\$12,511	\$12,511	0%	-	

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
129104 Licensing Leave Provisions			\$599	\$599	\$599	0%	-	
129401 Admin O'Heads And Labour Costs	\$71,399	-	\$93,839	\$93,839	\$93,839	0%	-	
Sub Total - TRAFFIC CONTROL OP/EXP	\$130,798	\$224,001	\$224,001	\$224,001	\$204,901		(\$20,000)	
OPERATING INCOME								
129202 Commission Licensing	(\$49,892)		(\$66,300)	(\$66,300)	(\$55,300)	-17%	11,000	Department of Transport commissions will be lower than estimated due to COVID-19. As a result of the pandemic the administration office was closed and no licensing payments could be processed for a period of time.
128204 Parking Fines	(\$540)		-	-	-			
Sub Total - TRAFFIC CONTROL OP/INC	(\$50,532)	(\$66,300)	(\$66,300)	(\$66,300)	(\$55,300)		\$11,000	
Total - TRAFFIC CONTROL	\$89,263	\$158,001	\$158,001	\$158,001	\$149,601		(\$9,000)	
Total - TRANSPORT	\$1,062,684	\$1,350,547	\$1,350,547	\$1,321,665	\$1,337,665		\$16,000	
RURAL SERVICES								
OPERATING EXPENDITURE								
131108 Conservation Volunteers	-		\$1,500	\$1,500	\$1,500	0%	-	
Sub Total - RURAL SERVICES OP/EXP	-	\$1,500	\$1,500	\$1,500	\$1,500		-	
OPERATING INCOME								
131208 Operating Grants - Environmental	(\$20,000)	-	-	-	-		-	
Sub Total - RURAL SERVICES OP/INC	(\$20,000)	-	-	-	\$0			
Total - RURAL SERVICES	(\$20,000)	\$1,500	\$1,500	\$1,500	\$1,500		\$0	
TOURISM AND AREA PROMOTION								
OPERATING EXPENDITURE								
132101 Admin O'Head & Labour Costs	\$26,753	-	\$35,190	\$35,190	\$35,190	0%	-	
132102 Town Promotions	\$1,196		\$10,000	\$10,000	\$10,000	0%	-	
132145 Area Promotion	\$20,713		\$40,000	\$40,000	\$40,000	0%	-	
132146 Information Bays and Street Furniture Maintenance	\$1,590	-	\$6,141	\$6,141	\$6,141	0%	-	
132103 York Information Centre - Salaries	\$131,808	-	\$144,923	\$154,923	\$154,923	0%	-	Additional budget is required to fund Visitor Centre staffing due to unexpected periods of staff leave.
132104 York Information Centre - Superannuation	\$14,298	-	\$22,882	\$22,882	\$22,882	0%	-	
132148 Contribution to information services	\$28,748	-	\$32,856	\$32,856	\$32,856	0%	-	
132149 Tourist Bureau-Blog Mtoe	-		\$1,561	\$1,561	\$1,561	0%	-	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
132150 Festivals and Events Funding Pool	\$85,592		\$193,500	\$193,500	\$85,500	-56%	(108,000)	Due to COVID restrictions, many shire-supported events scheduled for 2019/20 were canceled or postponed. Consequently, officers are proposing unspent funds be carried for in addition to the usual budget in 2020/21 to support economic stimulus for local businesses during the recovery of COVID-19.
132153 Christmas Decorations/Festivities - Shire Assistance	\$33,686	-	\$27,536	\$27,536	\$34,471	25%	6,935	Christmas decorations purchased during the year - non-capital in nature. Funds transferred from capital budget GL 132301 to purchase new minor items.
132154 Banner Installation & Removal	\$856	-	\$9,446	\$9,446	\$9,446	0%	-	
132159 Grant Expenditure	-	-	-	-	-	-	-	
132160 Festivals and Events - Shire Assistance	\$4,781	-	\$9,786	\$9,786	\$9,786	0%	-	
132199 Depreciation Expense	\$42	-	\$90	\$90	\$90	0%	-	
Sub Total - TOURISM & AREA PROMOTION OP/EXP	\$350,037	\$533,913	\$533,909	\$543,909	\$442,844		(\$101,065)	
OPERATING INCOME								
132270 Contributions & Reimbursements Taxable			(\$204)	(\$204)	(\$204)	0%	-	
132271 Contributions & Reimbursements - Non-Taxable	(\$1,525)		-	-	-			
132252 Brochure Advertising Income			(\$6,000)	(\$6,000)	(\$6,000)	0%	-	
132269 Government Grants			(\$36,000)	(\$36,000)	(\$36,000)	0%	-	
132255 Events Application Fees	(\$1,906)		-	-	-			
132254 Fees and Charges			-	-	-			
132248 Tourist Bureau Income	(\$13,094)		(\$20,400)	(\$20,400)	(\$20,400)	0%	-	
Sub Total - TOURISM & AREA PROMOTION OP/INC	(\$15,297)	(\$62,904)	(\$62,604)	(\$62,604)	(\$62,604)			
Total - TOURISM & AREA PROMOTION	\$334,739	\$471,009	\$471,305	\$481,305	\$380,240		(\$101,065)	
BUILDING CONTROL								
OPERATING EXPENDITURE								
133100 Building - Salaries	\$99,207		\$121,997	\$121,997	\$121,997	0%	-	
133161 Building - Superannuation	\$13,440	-	\$17,600	\$17,600	\$17,600	0%	-	
133189 Vehicle Operating Expenses - 1000 & 1057	\$3,015	-	\$5,145	\$5,145	\$5,145	0%	-	
133190 Admin O/Head & Labour Costs	\$71,306	-	\$93,639	\$93,639	\$93,639	0%	-	
133192 Building Control Expenses-Other	\$1,642	-	\$13,792	\$13,792	\$13,792	0%	-	
133195 Building Licence Refunds	-	-	\$135	\$135	\$135	0%	-	
133196 Legal Advice Building	-	-	\$5,145	\$5,145	\$5,145	0%	-	
133186 O&M Implementation Expenses	\$5,936	-	\$27,000	\$27,000	\$17,250	-36%	(\$9,750)	This budget allocation was based on the high priorities from the Access and Inclusion Audit and included a range of projects at various locations. The swimming pool entry and counter refurbishment at the Visitors Centre were unable to be completed prior to 30 June 2020. Officers are proposing to carry forward to 2020/21.
133199 Depreciation Expense	-	-	-	-	-			
Sub Total - BUILDING CONTROL OP/EXP	\$194,621	\$284,743	\$284,743	\$284,743	\$274,993		(\$9,750)	

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BUILDING CONTROL OP/INC								
133204 Charges - Building Permits	(\$11,000)		(\$20,400)	(\$20,400)	(\$20,400)	0%	-	
133205 Charges - Demolition Fees	(\$125)		(\$200)	(\$200)	(\$200)	0%	-	
133206 Fees and Charges - Non-Taxable	(\$6,486)		(\$4,630)	(\$4,630)	(\$4,630)	0%	-	
133207 Bldg Commission	(\$157)		(\$300)	(\$300)	(\$300)	0%	-	
133208 Signs/Markings Charges	-		-	-	-	-	-	
133210 Building Fees Taxable	(\$1,246)		(\$500)	(\$500)	(\$500)	0%	-	
133211 Bldg Commission	(\$575)		(\$500)	(\$500)	(\$500)	0%	-	
133215 Building Fines & Penalties	(\$525)		(\$200)	(\$100)	(\$100)	0%	-	
133213 Reimbursements - Non-Taxable	-		-	-	-	-	-	
Sub Total - BUILDING CONTROL OP/INC	(\$20,189)	(\$26,830)	(\$26,830)	(\$26,830)	(\$26,830)			
Total - BUILDING CONTROL	\$174,433	\$257,913	\$257,913	\$257,913	\$248,163		(\$9,750)	
ECONOMIC DEVELOPMENT								
OPERATING EXPENDITURE								
138101 Old Infant Health - 5 Joacuma Street (Old York Telecentre)	\$2,181		\$1,744	\$1,744	\$1,744	0%	-	
138150 York Economic Development Projects	\$9,000		\$20,000	\$20,000	\$20,000	0%	-	
138103 Earthquake Building Mitigation Project Expenditure	-	-	-	\$125,000	-	-100%	(\$125,000)	FACR 1 - Expenditure to facilitate National Disaster Resilience Program totalling \$250,000 over a three year period as determined by Council Resolution 240715.
138160 Community Economic Development Officer Salaries	\$99,482		\$84,085	\$84,085	\$84,085	0%	-	
138161 Community Development Officer Superannuation	\$9,735		\$12,192	\$12,192	\$12,192	0%	-	
138162 CDO Provision for Long Service Leave	-		\$2,070	\$2,070	\$2,070	0%	-	
Sub Total - ECONOMIC DEVELOPMENT OP/EXP	\$90,376	\$120,062	\$120,092	\$245,092	\$120,092		(\$125,000)	FACR 3 - Propose to carry forward income and expenditure to 2020/21 due to the timing, awaiting outcome of June OCM and agreement to be signed by all parties.
OPERATING INCOME								
138203 Earthquake Building Mitigation Project income	-		-	(\$125,000)	-	100%	125,000	FACR 1 - As a result of a successful funding application based on a case study for Earthquake Mitigation undertaken by University of Adelaide and Geoscience Australia, the funding offer from Department of Fire and Emergency Services was accepted by Council Resolution 240715 for the National Disaster Resilience Program totalling \$250,000 over a three year period. FACR 3 - Propose to carry forward income and expenditure to 2020/21 due to the timing, awaiting outcome of June OCM and agreement to be signed by all parties.
Sub Total - ECONOMIC DEVELOPMENT OP/INC	-	-	-	(\$125,000)	\$0		\$125,000	

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.)	COMMENT
Total - ECONOMIC DEVELOPMENT	\$90,378	\$120,092	\$120,092	\$120,092	\$120,092		\$0	
OTHER ECONOMIC SERVICES								
OPERATING EXPENDITURE								
139.42 Standpipes Water/Maintenance	\$7,740		\$9,715	\$9,715	\$9,715	0%	-	
139.43 Standpipes-Water	\$72,401		\$50,000	\$50,000	\$75,000	50%	25,000	Higher than expected usage of standpipe water. Costs incurred for road construction and fire safety to be allocated to specific jobs.
139.44 Community Bus Operation	\$3,880		\$6,819	\$6,819	\$6,819	0%	-	
139.49 Depreciation Expense	\$4,048		\$8,613	\$8,613	\$8,613	0%	-	
Sub Total - OTHER ECONOMIC SERVICES OP/EXP	\$88,111	\$75,146	\$75,146	\$75,146	\$100,146		\$25,000	
OPERATING INCOME								
139.256 Charges-Sale Water	(\$42,793)		(\$59,715)	(\$59,715)	(\$75,000)	26%	(15,285)	Higher than expected usage of standpipe water resulting in additional revenue. Offset by additional expenditure.
139.259 Community Bus Income	(\$4,916)		(\$6,819)	(\$6,819)	(\$6,819)	0%	-	
139.258 Reimbursements	(\$90)		-	-	-		-	
Sub Total - OTHER ECONOMIC SERVICES OP/INC	(\$67,730)	(\$66,534)	(\$66,534)	(\$66,534)	(\$81,819)		(\$15,285)	
Total - OTHER ECONOMIC SERVICES	\$20,381	\$8,612	\$8,612	\$8,612	\$18,327		\$0,715	
Total - ECONOMIC SERVICES	\$599,931	\$859,426	\$859,426	\$859,422	\$768,322		(\$101,100)	
PRIVATE WORKS								
OPERATING EXPENDITURE								
141.001 Various Private Works	\$755		-	-	-		-	
Sub Total - PRIVATE WORKS OP/EXP	\$755	-	-	-	-		-	
OPERATING INCOME								
142.021 Charges-Private Works	(\$800)		-	-	-		-	
Sub Total - PRIVATE WORKS OP/INC	(\$800)	-	-	-	-		-	
Total - PRIVATE WORKS	(\$45)	-	-	-	\$0		\$0	
PUBLIC WORKS OVERHEADS								

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
OPERATING EXPENDITURE								
001004 Less Allocated Works/Services	(\$ 752,854)		(\$ 980,100)	(\$ 980,100)	(\$ 980,100)	0%	-	
143158 Admin O/Head & Labour Costs	\$292,061		\$ 263,627	\$ 263,627	\$ 263,627	0%	-	
143160 Engineering Office/Other Exp	\$20,151		\$ 31,466	\$ 31,466	\$ 31,466	0%	-	
143161 Superannuation Of Workmen	\$90,832		\$ 124,866	\$ 124,866	\$ 124,866	0%	-	
143162 Sick/Holiday Pay	\$ 124,423		\$ 150,299	\$ 150,299	\$ 150,299	0%	-	
143164 Protective Clothing	\$8,307		\$ 7,500	\$ 7,500	\$ 7,500	0%	-	
143166 Salary Allowances	(\$ 96)		-	-	-	0%	-	
143167 Meeting Attendance	\$3,518		\$ 9,400	\$ 9,400	\$ 9,400	0%	-	
143168 Safety Management	\$5,272		\$ 7,500	\$ 7,500	\$ 7,500	0%	-	
143171 Staff Training			-	-	-	0%	-	
143172 Service Pay-Workmen	\$15,903		\$ 27,087	\$ 27,087	\$ 27,087	0%	-	
143175 Sundry Tools Purchase	\$2,011		\$ 3,500	\$ 3,500	\$ 3,500	0%	-	
143178 Long Service Leave	\$3,520		\$ 3,934	\$ 3,934	\$ 3,934	0%	-	
143179 Insurance	\$39,451		\$ 62,144	\$ 62,144	\$ 62,144	0%	-	
143180 Time In Lieu Taken	(\$ 316)		-	-	-	0%	-	
143181 Works Salaries	\$157,290		\$ 146,405	\$ 146,405	\$ 146,405	0%	-	
143182 Vehicle Operating Expenses Works P166, P134, P130	\$4,517		\$ 19,810	\$ 19,810	\$ 19,810	0%	-	
143183 Shire Engineer Vehicle Mile	\$2,003		\$ 6,770	\$ 6,770	\$ 6,770	0%	-	
143199 Depreciation	\$5,694		\$ 15,859	\$ 15,859	\$ 15,859	0%	-	
Sub Total - PUBLIC WORKS G/HEADS OP/EXP	(\$ 41,135)		\$ 0	\$ 0	\$ 0			
OPERATING INCOME								
143293 Reimbursements Non-Taxable Supply	\$ 0		(\$ 12,000)	(\$ 12,000)	(\$ 12,000)	0%	-	
143297 Sundry Equipment Sales	-		(\$ 1,000)	(\$ 1,000)	(\$ 1,000)	0%	-	
Sub Total - PUBLIC WORKS G/HEADS OP/INC	\$ 0	(\$ 13,000)	(\$ 13,000)	(\$ 13,000)	(\$ 13,000)			
Total - PUBLIC WORKS OVERHEADS	(\$ 41,135)	(\$ 13,000)	(\$ 13,000)	(\$ 13,000)	(\$ 13,000)		\$ 0	
PLANT OPERATIONS COSTS								
OPERATING EXPENDITURE								
001004 Less Allocated Works/Services	(\$ 389,436)		(\$ 632,357)	(\$ 632,357)	(\$ 632,357)	0%	-	
014203 Plant Repair Wages	\$49,228		\$ 72,781	\$ 72,781	\$ 72,781	0%	-	
014204 Tyres And Tubes	\$8,620		\$ 22,336	\$ 22,336	\$ 22,336	0%	-	
014205 Parts And Repairs	\$98,226		\$ 97,680	\$ 97,680	\$ 97,680	0%	-	
014206 Insurance And Licences	\$17,795		\$ 23,466	\$ 23,466	\$ 23,466	0%	-	
014207 Fuel And Oil	\$56,305		\$ 123,480	\$ 123,480	\$ 123,480	0%	-	
014209 Grader Blades And Cutting Edges	\$5,888		\$ 3,524	\$ 3,524	\$ 3,524	0%	-	
142102 General Administration Alloc	\$17,842		\$ 23,460	\$ 23,460	\$ 23,460	0%	-	
142101 Depreciation	\$ 78,346		\$ 264,319	\$ 264,319	\$ 264,319	0%	-	
142807 Tools For Plant Maintenance	\$ 592		\$ 1,311	\$ 1,311	\$ 1,311	0%	-	
Sub Total - PLANT OPERATIONS COSTS OP/EXP	(\$ 56,506)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)			

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Total - PLANT OPERATIONS COSTS	(\$56,500)	(\$0)	(\$0)	(\$0)	(\$0)				
SALARIES AND WAGES									
OPERATING EXPENDITURE									
001101 Gross Total For Year	\$2,983,396		\$3,597,805	\$3,597,805	\$3,597,805	0%	-		
001102 Less Salaries & Wages Alloc	(\$2,995,436)		(\$3,597,805)	(\$3,597,805)	(\$3,597,805)	0%	-		
145141 Workers Compensation	\$6,347		\$5,000	\$5,000	\$5,000	0%	-		
145250 Reimbursements-Workers comp			(\$5,000)	(\$5,000)	(\$5,000)	0%	-		
Sub Total - SALARIES AND WAGES OP/EXP	\$23,275								
Total - SALARIES AND WAGES	\$23,275								
OPERATING EXPENDITURE									
144181 Property Transaction Settlement Costs			\$5,000	\$5,000	\$5,000	0%	-		
146111 Loan Redemption Interest - Lot 25 & 27 South St									
146170 General Maintenance - Lots 2-6 Avar Toe			\$500	\$500	\$500	0%	-		
146167 Local Disaster-Fire/Flood Etc									
146171 Housing/Misc - Other Rentals	\$17,436		\$19,121	\$19,121	\$19,121	0%	-		
146199 Depredation	\$5,545		\$17,445	\$17,445	\$17,445	0%	-		
146172 Sundry Expenditure - Other Leases	\$7,806		\$5,000	\$10,000	\$10,000	0%	-		Additional funds secured for Men's Shed Lease variation and preparation of Community Lease template.
Sub Total - UNCLASSIFIED OP/EXP	\$30,787	\$47,075	\$47,066	\$52,066	\$52,066				
OPERATING INCOME									
146274 Other-Lease Reserve	(\$151)								
146277 Grants Operating - Unclassified	(\$434)								
146278 Property Transaction Settlement Costs									
146271 Housing Rent Received	(\$19,800)		(\$21,400)	(\$23,400)	(\$23,400)	0%	-		
Sub Total - UNCLASSIFIED OP/INC	(\$20,394)	(\$23,400)	(\$23,400)	(\$23,400)	(\$23,400)				
Total - UNCLASSIFIED	\$10,392	\$23,675	\$23,675	\$28,666	\$28,666			\$0	
Total - OTHER PROPERTY AND SERVICES	(\$64,010)	\$10,675	\$10,675	\$15,666	\$15,666			\$0	
EXPENDITURE - TRANSFERS TO RESERVE									
043143 Transfer To Reserve Funds	\$10,306		\$106,590	\$106,590	\$106,590	0%	-		
068301 Transfer To Reserve - Aged Facilities	\$4,576		\$10,633	\$10,633	\$10,633	0%	-		
101375 Transfer To Reserve - Refuse Site	\$3,518		\$3,576	\$3,576	\$3,576	0%	-		
106301 Transfer To Reserve - Town Planning	\$2,585		\$2,629	\$2,629	\$2,629	0%	-		
109390 Transfer To Reserve - Cemetery	\$96		\$98	\$98	\$98	0%	-		

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Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE	
							VAR.	COMMENT
113351 Transfer To Reserve - Bowling Facilities	\$296		\$4,301	\$4,301	\$4,301	0%	-	
113352 Transfer To Reserve - Tennis Facilities	\$40		\$2,041	\$2,041	\$2,041	0%	-	
113350 Transfer To Reserve - Forest Oval Lights	\$82		\$2,083	\$2,083	\$2,083	0%	-	
113304 Transfer To Reserve	\$541		\$550	\$550	\$550	0%	-	
112306 Transfer To Reserve Funds					\$47,950		47,950	Transfer unspent funds to reserve at year end from Swimming Pool project. Preliminary investigations and testing undertaken. Information to be used to support project requirements for 2020/21 FY if adopted within the budget.
118303 Transfer To Reserve Funds								
127308 Transfer To Plant Reserve 4	\$12,917		\$13,131	\$13,131	\$13,131	0%	-	
144381 Transfer To Land & Infrastructure Development Reserve	\$2,889		\$2,937	\$2,937	\$2,937	0%	-	
146301 Transfer To Reserve	\$576		\$585	\$585	\$585	0%	-	
122405 Transfer To Reserve	\$6,884		\$6,998	\$6,998	\$6,998	0%	-	
128301 Transfer To Car Parking Reserve 27	\$340		\$346	\$346	\$346	0%	-	
139502 Transfer To Community Bus Reserve 24	\$1,008		\$1,035	\$1,035	\$1,035	0%	-	
133302 Transfer To Disaster Reserve 35	\$641		\$652	\$652	\$652	0%	-	
Sub Total - TRANSFER TO OTHER COUNCIL FUNDS	\$53,917	\$158,791	\$158,791	\$158,791	\$208,741	\$0	\$47,950	
INCOME - TRANSFERS FROM RESERVE								
041428 Transfer Of Seaport Funds From Tied Funds Reserve								
044050 Transfer From Reserve - Governance / Admin								
067401 Transfer From Reserve-Centennial Unib.								
008401 Transfer From Reserve Pmt			(\$35,000)	(\$35,000)	(\$35,000)	-90%	30,000	Building serenade for Pioneer Memorial Lodge to be carried forward for completion in 2020/21 following finalisation of the property lease. This project is fully funded by the Reserve - transfer from Reserve not required.
101427 Transfer From Reserve - Waste Management								
100426 Trans From Reserve								
100403 Transfer From Reserve 44								
111401 Transfer From Building Reserve 30 - Town Hall								
112401 Transfer From Rec Reserve or Building Reserve								
113402 Transfer From Reserve			(\$13,198)	(\$13,198)	(\$13,198)	0%	-	
118301 Transfer From Reserve Museum								
127401 Transfer From Reserve Plant Replacement			(\$155,000)	(\$155,000)		-100%	155,000	Due to deferred replacement of works vehicles funds will not be required from Reserves this financial year. Propose to fund some plant replacement from Reserves in the 2020/21 FY.
134001 Transfers From Infrastructure Reserve 50								
146401 Transfer From Reserve Land Development Reserve								
122504 Transfer From Reserve - Greenhills Projects			(\$20,000)	(\$20,000)	(\$20,000)	0%	-	
122503 Transfer From Reserve - Roads Reserve 49			(\$110,000)	(\$110,000)	(\$110,000)	0%	-	
122505 Transfer From Reserve - Main Street Reserve 42								
122505 Transfer From Reserve - Main Street Reserve 42								
120403 Transfer From Carparking Reserve								
139403 Tr from Community Bus Reserve								

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Total - TRANSFER FROM OTHER COUNCIL FUNDS	-	(\$333,198)	(\$333,198)	(\$333,198)	(\$148,198)	-	\$185,000	
Total - FUND TRANSFER	\$53,917	(\$174,407)	(\$174,407)	(\$174,407)	\$58,543	\$0	\$232,950	
000000 (Surplus) / Deficit - Carried Forward	(\$2,414,315)	(\$2,273,332)	(\$2,273,332)	(\$2,414,315)	(\$2,414,315)	0%	-	FACR 3 - there was a material variation to the proposed carried forward surplus compared to the budget. The additional funds are proposed to fund the following variations.
Sub Total - SURPLUS C/FWD	(\$2,414,315)	(\$2,273,332)	(\$2,273,332)	(\$2,414,315)	(\$2,414,315)			
Total - SURPLUS	(\$2,414,315)	(\$2,273,332)	(\$2,273,332)	(\$2,414,315)	(\$2,414,315)		-	
LIABILITY LOANS								
EXPENDITURE								
1123 Principal On Loans - Swimming Pool Upgrades	-	-	-	-	-	-	-	
140311 Principal On Loans - Town Square Development	-	-	-	-	-	-	-	
111303 Principal On Loans	\$90,229		\$90,229	\$90,229	\$90,229	0%	-	
113308 Loan Redemption Principal - Forrest Oval Redevelopment	\$98,296		\$110,890	\$110,890	\$110,890	0%	-	
118311 Principal Repayments - Archive Centre	\$9,825		\$13,180	\$13,180	\$13,180	0%	-	
127305 Loan Principal Repayments - Plant Purchases	\$24,664		\$49,678	\$49,678	\$49,678	0%	-	
Sub Total - LOAN REPAYMENTS	\$162,957	\$233,977	\$233,977	\$233,977	\$233,977		-	
Total - NON CURRENT LIABILITIES	\$162,957	\$233,977	\$233,977	\$233,977	\$233,977		\$0	
000000 Depreciation Written Back	(\$1,454,166)	(\$2,564,364)	(\$2,564,364)	(\$2,564,364)	(\$2,564,364)	0%	-	
000000 Book Value of Assets Sold Written Back	(\$229,829)	(\$245,018)	(\$245,018)	(\$245,018)	(\$245,018)	0%	-	
000000 Long Service Leave - Cash at Bank Reserve 6 (increase)/decrease	(\$0,252)							
Sub Total - DEPRECIATION WRITTEN BACK	(\$1,683,995)	(\$2,809,382)	(\$2,809,382)	(\$2,809,382)	(\$2,809,382)		-	
Total - DEPRECIATION	(\$1,683,995)	(\$2,809,382)	(\$2,809,382)	(\$2,809,382)	(\$2,809,382)	\$0	\$0	
FURNITURE & EQUIPMENT								
GOVERNANCE								
CAPITAL EXPENDITURE								
043142 Furniture & Equipment Admin	-		\$10,000	\$10,000	-	-100%	(10,000)	Administration and library furniture requirements to be determined. Due to timing, this project is proposed to be carried forward to 2020/21.
Sub Total - CAPITAL WORKS	-	\$10,000	\$10,000	\$10,000	-		(\$10,000)	
Total - GOVERNANCE	-	\$10,000	\$10,000	\$10,000	\$0		(\$10,000)	

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SHIRE OF YORK BUDGET 2019/20

2019/20 FACR - QUARTER 3

Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
FURNITURE & EQUIPMENT			-	-				
RECREATION AND CULTURE			-	-				
EXPENDITURE			-	-				
113322 Gym Equipment - Forrest Oval	-	-	\$5,000	\$5,000	\$5,000	0%	-	
113349 Recreation Convention Centre Furniture and Equipment	-	-	\$10,000	\$10,000	\$10,000	0%	-	
122303 Street Furniture	\$3,623		-	\$3,623	\$3,623	0%	-	FACR 1 - Main Street Telephone Box upgrades budgeted in 2018/19 only partially completed prior to year end. No carry forward budget was allocated in 2019/20.
132301 Christmas Improvements - Aton Toe	-	-	\$10,000	\$10,000	-	-100%	(10,000)	Christmas decorations purchased during the year - non-capital in nature. Transfer capital budget to operating expenditure GL 132153 to fund new minor items.
Sub Total - CAPITAL WORKS	\$3,623	\$25,000	\$25,000	\$28,623	\$18,623		(\$10,000)	
Total - RECREATION AND CULTURE	\$3,623	\$25,000	\$25,000	\$28,623	\$18,623	\$0	(\$10,000)	
Total - FURNITURE AND EQUIPMENT	\$3,623	\$35,000	\$35,000	\$38,623	\$18,623		(\$20,000)	
LAND AND BUILDINGS			-	-				
GOVERNANCE			-	-				
EXPENDITURE			-	-				
043141 Administration Centre	\$55,987		\$130,000	\$130,000	\$58,000	-57%	(74,000)	Issues to be resolved prior to completion of the administration carpark design and construction. Propose to carry forward to 2020/21.
Sub Total - CAPITAL WORKS	\$55,987	\$130,000	\$130,000	\$130,000	\$58,000		(\$74,000)	
TOTAL - GOVERNANCE	\$55,987	\$130,000	\$130,000	\$130,000	\$58,000		(\$74,000)	
LAND AND BUILDINGS			-	-				
WELFARE			-	-				
EXPENDITURE			-	-				
68302 Pioneer Memorial Lodge	-		\$35,000	\$35,000	\$0,000	-86%	(30,000)	Building renewals for Pioneer Memorial Lodge to be carried forward for completion in 2020/21 following finalisation of the property lease. This project is fully funded by the Reserve.
Sub Total - CAPITAL WORKS	-	\$35,000	\$35,000	\$35,000	\$5,000		(\$30,000)	
Total - WELFARE	-	\$35,000	\$35,000	\$35,000	\$5,000	\$0	(\$30,000)	

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
RECREATION AND CULTURE								
EXPENDITURE								
113029 Town Hall Building	\$1,850	-	\$127,336	\$132,336	\$132,336	0%	-	FACR 1 - Prior to installation of lighting in the Town Hall as part of the Regional Venues Improvement Funding project some preliminary electrical works are required.
113025 Grey St Park	-	-	\$25,000	\$25,000	\$25,000	0%	-	
113029 Recreation Centre	-	-	-	-	-	-	-	
113090 Swinging Bridge	-	-	-	-	-	-	-	
113027 Condoe Bateman Park Capital	\$1,124	-	-	-	-	-	-	
113063 Former Oval Water Supply	-	-	-	-	-	-	-	
118300 Presidency Museum	\$28,519	-	\$43,101	\$43,101	\$43,101	0%	-	
Sub Total - CAPITAL WORKS	\$31,493	\$195,437	\$195,437	\$200,437	\$200,437			
Total - RECREATION AND CULTURE	\$31,493	\$195,437	\$195,437	\$200,437	\$200,437		\$0	
LAND AND BUILDINGS								
143304 Depot	-	-	\$31,000	\$31,000	-	-100%	(\$31,000)	Supply and installation of the above ground fuel storage tank unable to be completed this year due to reduced capacity. Project to be carried forward in 2020/21.
Sub Total - CAPITAL WORKS	-	\$31,000	\$31,000	\$31,000	-		(\$31,000)	
Total - TRANSPORT	-	\$31,000	\$31,000	\$31,000	\$0		(\$31,000)	
OTHER PROPERTY AND SERVICES								
EXPENDITURE								
146303 Land Purchase And Development	-	-	-	-	-			
Sub Total - CAPITAL WORKS	-	-	-	-	-			
Total - OTHER PROPERTY AND SERVICES	-	-	-	-	\$0	\$0	\$0	
Total - LAND AND BUILDINGS	\$87,479	\$391,437	\$391,437	\$390,437	\$201,437		(\$135,000)	
PLANT AND EQUIPMENT								
GOVERNANCE								
EXPENDITURE								

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE TO BUDGET	(FAVOURABLE) UNFAVOURABLE VAR.	COMMENT
042339 Administration Executive Vehicles	\$87,194		\$134,000	\$134,000	\$87,194	-35%	(46,806)	Changeover of EMD5 vehicle to be deferred to 2020/21 due to limited availability of vehicles at this time
Sub Total - CAPITAL WORKS	\$87,194	\$134,000	\$134,000	\$134,000	\$87,194		(\$46,806)	
Total - GOVERNANCE	\$87,194	\$134,000	\$134,000	\$134,000	\$87,194		(\$46,806)	
PLANT AND EQUIPMENT								
LAW ORDER & PUBLIC SAFETY								
EXPENDITURE								
051136 Plant and Equipment Fire Brigades	\$472,049		\$10,000	\$482,049	\$482,049	0%	-	FACR 1 - Corresponding capital expense for the replacement of the Greenhills Bushfire Brigade Truck received in July 2019
061139 Ranger Vehicle								
Sub Total - CAPITAL WORKS	\$472,049	\$10,000	\$10,000	\$482,049	\$482,049		-	
Total - LAW ORDER & PUBLIC SAFETY	\$472,049	\$10,000	\$10,000	\$482,049	\$482,049		\$0	
PLANT AND EQUIPMENT								
HEALTH								
EXPENDITURE								
077305 Plant And Equipment Capital	\$22,904		\$26,000	\$26,000	\$26,000	0%	-	
Sub Total - CAPITAL WORKS	\$22,904	\$26,000	\$26,000	\$26,000	\$26,000			
Total - HEALTH	\$22,904	\$26,000	\$26,000	\$26,000	\$26,000		\$0	
PLANT AND EQUIPMENT								
COMMUNITY AMENITIES								
EXPENDITURE								
100302 Town Planning Plant & Equipment	-		-	-	-		-	
Sub Total - CAPITAL WORKS	-	-	-	-	-		-	
Total - COMMUNITY AMENITIES	-	-	-	-	\$0	\$0	\$0	
PLANT AND EQUIPMENT								
TRANSPORT								

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE) VAR.	COMMENT
EXPENDITURE								
127304 Plant Purchases Capital	-	-	\$456,500	\$456,500	-	-100%	(\$456,500)	Minor refurb/repairs for multi-bay roller - replacement postponed for 2019/20 and rescheduled in later years. Carry forward patching truck 18-vor unit \$175,000 and gardens truck 175,000. Quotes sought for utilities however delivery unable to be effected prior to 30 June. Carry forward.
Sub Total - CAPITAL WORKS	-	\$456,500	\$456,500	\$456,500	-		(\$456,500)	
Total - TRANSPORT	-	\$456,500	\$456,500	\$456,500	\$0		(\$456,500)	
PLANT AND EQUIPMENT								
ECONOMIC SERVICES								
EXPENDITURE								
133319 Building Surveyor's Motor Vehicle	-	-	-	-	-		-	
139301 Community Bus Capital purchase	-	-	-	-	-		-	
139303 Plant & Equipment	\$29,339		\$37,000	\$37,000	\$29,339	-21%	(7,661)	Total expenditure to supply and install standpipe controllers was less than originally budgeted.
Sub Total - CAPITAL WORKS	\$29,339	\$37,000	\$37,000	\$37,000	\$29,339		(\$7,661)	
Total - ECONOMIC SERVICES	\$29,339	\$37,000	\$37,000	\$37,000	\$29,339	-	(\$7,661)	
PLANT AND EQUIPMENT								
OTHER PROPERTY AND SERVICES								
EXPENDITURE								
143301 Depot Plant Capital Purchase	-	-	-	-	-		-	
Sub Total - CAPITAL WORKS	-	-	-	-	-		-	
Total - OTHER PROPERTY AND SERVICES	-	-	-	-	\$0		\$0	
Total - PLANT AND EQUIPMENT	\$612,085	\$663,500	\$663,500	\$1,136,140	\$625,182		(\$510,957)	
INFRASTRUCTURE								
ROAD CONSTRUCTION								
128305 Car Park Development	-	-	-	-	-		-	
122400 Roads To Recovery Projects	\$299,171	-	\$601,808	\$601,808	\$601,808	0%	-	

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SHIRE OF YORK BUDGET 2019/20

2019/20 FACR - QUARTER 3

Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE/ UNFAVOURABLE VAR.	COMMENT
122401 Regional Road Group Projects	\$402,291	-	\$549,647	\$630,244	\$630,244	0%	-	FACR 1 - Due to a change of scope for the York-Tammin Road project, a budget increase is required. This increase is supported by additional funding.
Talbot Rd	-	-	-	-	-	-	-	
122402 Municipal Road Construction Projects	\$111,206	-	\$836,000	\$836,000	\$836,000	0%	-	
122403 Municipal Footpath Construction Projects	\$85,051	-	\$143,638	\$143,638	\$143,638	0%	-	
122404 Municipal Bridge Construction Projects	\$6,406	-	\$66,000	\$66,000	\$66,000	0%	-	
122407 Backstop Projects	-	-	\$34,000	\$34,000	\$34,000	0%	-	
122411 Townsite Drainage	\$126,950	-	\$230,000	\$230,000	\$230,000	0%	-	
122412 Asset Renewals - Gravel Shattering/School Bus Routes	\$157,532	-	\$200,000	\$200,000	\$200,000	0%	-	
Sub Total - CAPITAL WORKS	\$1,187,610	\$2,710,353	\$2,710,353	\$2,790,750	\$2,790,750	-	-	
Total - ROADS	\$1,187,610	\$2,710,353	\$2,710,353	\$2,790,750	\$2,790,750	\$0	-	
Total - INFRASTRUCTURE ASSETS ROAD RESERVES	\$1,187,610	\$2,710,353	\$2,710,353	\$2,790,750	\$2,790,750	\$0	-	
INFRASTRUCTURE - RECREATION FACILITIES								
112302 Swimming Pool	\$27,050	-	\$75,000	\$75,000	\$27,050	-64%	(47,950)	Preliminary investigations and testing undertaken. Information to be used to support project requirements for 2020/21 FY if accepted within the budget. Officers propose to transfer unspent funds to reserves at year end.
113346 Motorcross Track Infrastructure	-	-	-	-	-	-	-	
113347 Mount Brown Park Infrastructure	-	-	-	-	-	-	-	
113302 Avon Park Infrastructure	\$330,904	-	\$705,672	\$726,672	\$705,672	-3%	(20,000)	FACR 2 - Due to tender prices received, the budget estimate for the Avon Park Project increased to \$754,563. This includes \$38,866 to fund the installation of a new reticulation system not originally included within the scope of the project. Officers are proposing at this time to increase the budget by \$20,000 only. This is due to the expectation that based on year to date expenditure, savings can still be achieved from the use of Shire labour or reduced need for contingency funding. These variations will be addressed during the third quarter FACR. FACR 3 - Carry forward purchase and installation of anabolites rocker and xylophone due to current unavailability. Community planting activities unable to be undertaken at this time due to social distancing requirements - carry forward funds for completion in 2020/21.
113311 Cricket Pitch Covers	-	-	-	\$10,000	\$10,000	0%	-	FACR 1 - Cricket pitch cover requires replacement due to irreparable damage.
113365 Peace Park	-	-	-	-	-	-	-	
113367 War Memorial Park	\$1,095	-	\$13,198	\$13,198	\$13,198	0%	-	
113366 Gwambyne Park - Avon Ascent	-	-	-	-	-	-	-	
113331 Forrest Oval Precinct Infrastructure	\$34,177	-	\$78,520	\$90,332	\$90,332	0%	-	Funds budgeted of \$15,320 for YRCC turf and reticulation on the west side to be reallocated to installation of reticulation on Bowling Greens. The total project cost was higher than the original budget allocation. This shortfall has been offset by a 50% contribution from the York Bowling Club.

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SHIRE OF YORK BUDGET 2019/20					2019/20 FACR - QUARTER 3			
Descriptions	Actuals as at 30/04/2020	Detail	ADOPTED BUDGET	CURRENT BUDGET	FACR 3 YEAR ENDING PROJECTED	VARIANCE to BUDGET	(FAVOURABLE)/ UNFAVOURABLE VAR.	
								COMMENT
113335 Heritage Trails Infrastructure	\$75,136		\$143,785	\$143,785	\$93,785	-35%	(\$50,000)	Costs associated with installation of trails signage will not be spent this FY. As a result of COVID-19, the opening has been postponed until 2020/21. Funds to be carried forward
113318 Regional Skate Park	\$151,430	-	\$350,000	\$350,000	\$350,000	0%	-	
Sub Total - CAPITAL WORKS	\$619,795	\$1,306,175	\$1,306,175	\$1,407,987	\$1,290,037		(\$117,950)	
Total - RECREATION FACILITIES	\$619,795	\$1,306,175	\$1,306,175	\$1,407,987	\$1,290,037		(\$117,950)	
Total - INFRASTRUCTURE ASSETS - REC FACILITIES	\$619,795	\$1,306,175	\$1,306,175	\$1,407,987	\$1,290,037		(\$117,950)	
INFRASTRUCTURE ASSETS - OTHER								
109363 Cemetery Infrastructure	-	-	-	-	-		-	
Sub Total - CAPITAL WORKS	-	-	-	-	-		-	
Total - COMMUNITY AMENITIES	-	-	-	-	\$0		\$0	
132304 Area Promotion Infrastructure	\$21,272	-	\$30,000	\$30,000	\$30,000	0%	-	
132305 Area Promotion - CBD Infrastructure	\$6,359		-	\$6,359	\$6,359	0%	-	FACR 1 - Alfresco works in Area Terrace were only partially completed prior to 2018/19 year end. No carry forward budget was allocated in 2019/20.
Sub Total - CAPITAL WORKS	\$27,631	\$30,000	\$30,000	\$36,359	\$36,359		-	
Total - TOURISM & AREA PROMOTION	\$27,631	\$30,000	\$30,000	\$36,359	\$36,359		\$0	
Total - INFRASTRUCTURE ASSETS - OTHER	\$27,631	\$30,000	\$30,000	\$36,359	\$36,359		\$0	

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 SHIRE OF YORK CAPITAL EXPENDITURE 2019/20 FINANCE AND COSTING REVIEW - QTR 3						
COA	Description	Adopted Budget 2019/20	YTD Actuals 29/04/2020	FACR Qtr1	FACR Qtr2	FACR Qtr3
Furniture and Equipment		\$35,000	\$3,623	\$38,623	\$38,623	\$18,623
043142	Administration Furniture and Equipment	\$10,000	-	\$10,000	\$10,000	-
113322	Gym Equipment	\$5,000	-	\$5,000	\$5,000	\$5,000
113349	YRCC Equipment	\$10,000	-	\$10,000	\$10,000	\$10,000
122303	Street Furniture	-	\$3,623	\$3,623	\$3,623	\$3,623
132301	Christmas Improvements	\$10,000	-	\$10,000	\$10,000	-
Plant and Equipment		\$663,500	\$612,085	\$1,136,149	\$1,136,149	\$625,182
042339	Administration Vehicles	\$134,000	\$87,194	\$134,000	\$134,000	\$87,194
051336	Bushfire Plant and Equipment	\$10,000	\$472,649	\$482,649	\$482,649	\$482,649
077305	Health Vehicles	\$26,000	\$22,904	\$26,000	\$26,000	\$26,000
127304	Works Plant and Equipment	\$456,500	-	\$456,500	\$456,500	-
139303	Standpipe Equipment	\$37,000	\$29,339	\$37,000	\$37,000	\$29,339
Buildings		\$466,437	\$113,405	\$471,437	\$471,437	\$288,487
043141	Administration Building Renewals	\$130,000	\$55,987	\$130,000	\$130,000	\$56,000
008302	Pioneer Memorial Lodge Capital	\$35,000	-	\$35,000	\$35,000	\$5,000
112302	Swimming Pool	\$75,000	\$27,050	\$75,000	\$75,000	\$27,050
113029	Town Hall Building Capital	\$127,336	\$1,850	\$132,336	\$132,336	\$132,336
113325	Grey Street Park Capital	\$25,000	-	\$25,000	\$25,000	\$25,000
118300	Residency Museum Capital	\$43,101	\$28,519	\$43,101	\$43,101	\$43,101
143304	Depot Capital	\$31,000	-	\$31,000	\$31,000	-
Infrastructure - Roads		\$2,710,353	\$1,186,797	\$2,790,750	\$2,790,750	\$2,790,750
122400	Roads To Recovery Projects	\$661,868	\$299,171	\$661,868	\$661,868	\$661,868
122401	Regional Road Group Projects	\$549,847	\$402,291	\$630,244	\$630,244	\$630,244
122402	Municipal Road Construction Projects	\$836,000	\$108,593	\$836,000	\$836,000	\$836,000
122403	Municipal Footpath Construction Projects	\$143,638	\$85,051	\$143,638	\$143,638	\$143,638
122404	Municipal Bridge Construction Projects	\$55,000	\$5,408	\$55,000	\$55,000	\$55,000
122407	Blackspot Projects	\$34,000	-	\$34,000	\$34,000	\$34,000
122411	Townsite Drainage	\$230,000	\$128,833	\$230,000	\$230,000	\$230,000
122412	Asset Renewals - Gravel Resheeting	\$200,000	\$157,449	\$200,000	\$200,000	\$200,000
Infrastructure - Other		\$1,321,175	\$620,376	\$1,337,534	\$1,369,346	\$1,299,346
113302	Avon Park Infrastructure	\$705,672	\$330,904	\$705,672	\$725,672	\$705,672
113311	Cricknet Pitch Cover	-	-	\$10,000	\$10,000	\$10,000
113318	Skate Park Construction	\$350,000	\$151,430	\$350,000	\$350,000	\$350,000
113331	Forrest Oval Security incl. Boundary Fencing	\$63,200	-	\$63,200	\$63,200	\$63,200
113331	YRCC Turf and Reticulation	\$15,320	\$7,045	\$15,320	-	-
113331	Bowling Greens Reticulation	-	\$27,132	-	\$27,132	\$27,132
113335	Heritage Trails	\$143,785	\$75,139	\$143,785	\$143,785	\$93,785
113367	War Memorial	\$13,198	\$1,095	\$13,198	\$13,198	\$13,198
132304	Area Promotion Infrastructure - RV Park Relocation	\$30,000	\$21,272	\$30,000	\$30,000	\$30,000
132305	Area Promotion Infrastructure - Avon Terrace Alfresco	-	\$6,359	\$6,359	\$6,359	\$6,359
Total Capital Budget		\$5,196,465	\$2,536,287	\$5,774,493	\$5,806,305	\$5,022,388

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SHIRE OF YORK
GRANTS REGISTER

GRANT INFORMATION			STATUS			IMPLEMENTATION				REPORTING				
FUNDING PROVIDER	PURPOSE OF GRANT	AMOUNT REQUESTED	TOTAL PROJECT COST	ACCEPTED / REJECTED	AMOUNT RECEIVED	DELIVERABLE DEADLINE 1	DELIVERABLE DEADLINE 2	DELIVERABLE DEADLINE 3	DELIVERABLE DEADLINE 4	INTERIM REPORT DEADLINE 1	INTERIM REPORT DEADLINE 2	INTERIM REPORT DEADLINE 3	INTERIM REPORT DEADLINE 4	FINAL REPORT / ACQUISITION DEADLINE
NDSRA	WATERPAAGRI 781 - Cyclone Joyce	\$ 252,000	\$ 336,000	ACCEPTED	\$ -				30/06/2020					30/06/2020
Healthway	YORKids	\$ 10,500	\$ 48,500	DEFERRED	\$ -				1/06/2020					30/06/2020
Lotterwest	YORKids	\$ 10,000	\$ 48,500	REJECTED	\$ -				1/06/2020					30/06/2020
DLGS	YORKids	\$ 5,000	\$ 48,500	REJECTED	\$ -				1/06/2020					30/06/2020
WA Local Government Grants Commission	Financial Assistance Grants - General Purpose	\$ 401,714	N/A	ACCEPTED	\$ 401,714				30/06/2020					31/01/2021
WA Local Government Grants Commission	Financial Assistance Grants - Local Roads	\$ 289,477	N/A	ACCEPTED	\$ 289,477				30/06/2020					30/11/2020
Department of Fire and Emergency Services	Emergency Services Levy Grants	\$ 48,120	\$ 48,120	ACCEPTED	\$ 37,904				27/05/2020				30/06/2020	31/08/2020
Department of Fire and Emergency Services	Bushfire Risk Mitigation Activity Fund	\$ 481,250	\$ 481,250	ACCEPTED	\$ 481,250				15/06/2020					15/06/2020
Department of Fire and Emergency Services	Earthquake Risk Mitigation Activity Fund	\$ 250,000	\$ 250,000	ACCEPTED	\$ -	31/08/2019			31/08/2020	15/01/2020	15/04/2020	15/07/2020	15/10/2020	31/08/2022
Main Roads WA	Street Lighting Subsidy	\$ 6,700	\$ 91,359	ACCEPTED	\$ 7,594				30/06/2020					30/06/2020
Main Roads WA	Direct Road Grant	\$ 151,030	\$ 2,241,331	ACCEPTED	\$ 151,030				30/06/2020					30/06/2020
Department of Fire and Emergency Services	DFES Capital Grants - Greenhills Fire Truck	\$ 472,049	\$ 472,049	ACCEPTED	\$ 472,049				1/07/2019					1/07/2019
Lotterwest	Avon Park Upgrades	\$ 306,071	\$ 705,072	ACCEPTED	\$ -	26/02/2020			30/04/2020				30/06/2020	30/06/2020
Department of Infrastructure, Regional Development and Cities	Skate Park Construction	\$ 350,000	\$ 350,000	ACCEPTED	\$ 200,000				30/06/2020					30/06/2020
Lotterwest	Heritage Trails - Greenhills	\$ 56,237	\$ 83,785	ACCEPTED	\$ 14,863				21/03/2021			20/12/2020	21/03/2021	20/06/2021
Bendigo Bank and Greenhills Progress Assoc	Heritage Trails - Greenhills	\$ 7,548	\$ 83,785		\$ -				21/03/2021					20/06/2021
Department of Infrastructure	Roads to Recovery	\$ 396,868	\$ 661,868	ACCEPTED	\$ 400,000				30/06/2020	31/10/2019	15/02/2020	30/04/2020	31/07/2020	31/10/2020
Main Roads WA	Regional Road Group Projects	\$ 321,669	\$ 630,244	ACCEPTED	\$ 289,500				30/06/2020					30/06/2020
Communities Environment Program	Avon River Bank Restoration	\$ 20,000	\$ 35,000	ACCEPTED	\$ 20,000				1/12/2020					1/12/2020

7.2 REVIEW OF POLICY F1.6 USE OF CORPORATE CREDIT CARDS AND ACTIVATION OF SECOND CREDIT CARD

File Number: FI.BNK

Author: Tabitha Bateman, Finance Manager

Authoriser: Chris Linnell, Chief Executive Officer

Previously before Council: 29 July 2019 SY101-07/19

Appendices: 1. Policy F1.6 - Corporate Credit Cards with amendments

NATURE OF COUNCIL'S ROLE IN THE MATTER

Executive

PURPOSE OF REPORT

To present the Policy F1.6 Corporate Credit Cards with minor amendments to reflect the allocation of a corporate credit card to the Chief Executive Officer due to the departure of the Executive Manager Corporate and Community Services being the current card holder.

BACKGROUND

As part of the Procurement Review undertaken by officers and presented to Council via the Audit and Risk Committee in July 2019, an amended policy F1.6 Credit Card Policy was adopted by Council. The policy provides for two credit card accounts with a limit of \$5,000 each to be held by the Chief Executive Officer (CEO) and the Executive Manager, Corporate & Community Services (EMCCS).

The policy was amended following the departure of the previous CEO and as a result, Council approved the allocation of a corporate credit card to the EMCCS. Currently, the policy indicates that only one card is active. Due to the recent resignation of Ms Haslehurst (EMCCS), officers are proposing a change to the policy and the issuing of a corporate credit card to the CEO, Mr Chris Linnell to reflect two open accounts with only one active card as follows;

Card Type	Custodian	Limit
Credit Card	Chief Executive Officer	\$5,000
Credit Card <i>(inactive)</i>	Executive Manager, Corporate & Community Services	\$5,000
Fuel Cards	Various employees as approved by the CEO	\$4,000 collective limit

COMMENTS AND DETAILS

Corporate purchasing and credit cards can deliver significant benefits to local governments through improved administrative practices and more effective cash management. However, they can also expose the Shire to significant risks if not properly controlled.

These associated risks have been minimised by implementing policies to control their use as part of the Procurement Review undertaken and presented to Council in July 2019.

The following conditions of use apply to Shire credit cards with internal processes developed to ensure compliance:

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- The Shire of York will hold two (2) credit cards accounts. Any new applications for a corporate credit card account shall be approved by the Council.
- The Corporate Credit card may only be used under the direction of the approved custodian.
- All credit card expenditure will be reported to Council with the monthly financial report.
- Officers must provide receipts to Finance at the end of each month for reconciliation to the statement.

When the current EMCCS leaves the organisation, the card will be returned and destroyed. To ensure minimal disruption to operations, a new card will be allocated to the CEO in accordance with the policy.

OPTIONS

Council could choose not to activate the second credit card account and instead choose to wait until a permanent EMCCS is appointed. This could however, result in disruption to operations given that it may take in excess of three months to find a replacement for the position. Furthermore, although rare, there are some suppliers (particularly online) that will not accept any form of payment other than credit card.

IMPLICATIONS TO CONSIDER**Consultative**

Bendigo Bank

Strategic

Strong and Effective Leadership

5.1 Effective and informed governance and decision-making

5.4 Open and accountable systems

Policy Related

F1.6 Credit Card Policy

F1.2 Procurement

Financial

Nil – the outstanding balance of the credit card is paid automatically each month by direct debit to avoid incurring any interest. All purchases adhere to Council's Procurement Policy and be in accordance with the adopted budget.

Legal and Statutory***Local Government (Financial Management) Regulations 1996***

11. *Payments, procedures for making etc.*

- (1) *A local government is to develop procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for, and properly authorised use of —*
 - (a) *cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained; and*
 - (b) *petty cash systems.*

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Risk Related

There are risks inherent in the use of corporate credit cards – financial, compliance, reputational and fraud risk. Therefore, it is imperative that appropriate controls are in place to ensure risks are minimised. The Procurement Review undertaken last year identified the risks associated with many aspects of procurement. As a result, strict guidelines are in place detailing processes for approval of use, evidence and acquittal.

Workforce

Nil

VOTING REQUIREMENTS**Absolute Majority: No****COMMITTEE RECOMMENDATION****Moved: Cr Denis Warnick****Seconded: Cr Kevin Trent****That the Audit and Risk Committee recommends that Council:**

1. Notes that, in accordance with F1.6 Corporate Credit Card policy, the active corporate credit card will be destroyed upon the departure of exiting Executive Manager, Corporate and Community Services, Ms Suzie Haslehurst.
2. Notes the activation of the second corporate credit card account and the issue of a card in the name of Mr Chris Linnell (CEO).
3. Requests that:
 - (a) F1.6 Corporate Credit Card Policy is amended to reflect the activation of the second corporate credit card;
 - (b) a report is submitted to Council once a permanent EMCCS has been appointed to determine the need for two corporate credit cards.

CARRIED: 6/0



F 1.6 CORPORATE CREDIT CARD POLICY

Policy Objective

The objective of this policy is to:

- Provide guidance in the issue and use of corporate purchasing and credit cards in order to ensure good governance.
- Reduce the risk of fraud and misuse of corporate purchasing and credit cards and minimise the Shire's financial and reputational risk.
- Fulfill all statutory requirements of the Local Government Act with respect to the use of corporate purchasing and credit cards.
- Adopt best practice in developing a clear and comprehensive policy on the use of corporate purchasing and credit cards.

Policy Scope

The requirements of this policy cover all Shire employees that are issued with and/or use the corporate purchasing and/or credit card cards.

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This policy does not extend to Elected Members, as the Local Government Act does not make any provision for Elected Members to be issued with a Corporate Credit Card. A Local Government can only pay allowances or reimburse expenses to a Councillor.

Policy Statement

Introduction

The Shire will operate a corporate purchasing and credit cards system which permits an appropriate level of cards to be issued within the organisation. The number of cards issued has been reviewed in accordance with the review of this policy to ensure the appropriateness of the number of cards being used and the reason for which the card was issued.

Corporate purchasing and credit cards can serve as an effective way for the Shire to make payment for goods and services. The risks associated with corporate purchasing and credit card use can be minimised through the implementation of effective controls and administration processes. This policy must be understood by the employee/card holder prior to the issuing of corporate purchasing and credit cards.

This policy was created to ensure controlled use of corporate purchasing and credit cards and therefore good governance. Consultation of relevant legislation and industry best practice was undertaken. This policy was reviewed with consideration for the Department of Local Government's Operational Guidelines and WALGA's template policy suite.

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Principles

- a) There are always adequate controls in place surrounding the issuing and use of corporate purchasing and credit cards.
- b) There are effective acquittal practices in place surrounding the use of corporate purchasing and credit cards.
- c) Purchases made on corporate purchasing and credit cards adhere to the Procurement Policy.
- d) Purchases made on corporate purchasing and credit cards are as transparent as those processed through the Accounts Payable process.

Provisions**1. Advantages of Corporate Credit Card Use**

The use of corporate purchasing and credit cards shall only be approved if there is a demonstrated need and advantage to the Shire. These include

- a. eliminating or reducing time spent on paper-based ordering and payments.
- b. reduction of administrative costs;
- c. reducing the number of payments per month;
- d. provision of a useful resource in an emergency situation; and
- e. reducing the need to carry cash on the premises

2. Custodianship and Conditions of Use

2.1 The Shire of York will hold two (2) credit card accounts. Any new applications for a corporate credit card account shall be approved by the Council.

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2.2 The corporate credit card may only be used under the direction of the approved custodian.

2.3 All credit card expenditure will be reported to Council with the monthly financial report.

2.4 The requirement for corporate fuel cards will be determined on a case-by-case basis and approved by the Chief Executive Officer.

2.5 Fuel cards will only be used for purchasing fuel for the Shire vehicle (or hire vehicle where appropriate) to which the application relates.

2.6 All fuel card expenditure will be reported to Council within the list of monthly creditors payments.

2.7 Custodians and account limits are as follows:

Card Type	Custodian	Limit
Credit Card	Chief Executive Officer	\$5,000
Credit Card (inactive)	Executive Manager, Corporate & Community Services	\$5,000
Fuel Cards	Various employees as approved by the CEO	\$4,000 collective limit

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Audit and Risk Committee Meeting Minutes

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3. Register

- 3.1 A register shall be maintained by the Executive Manager Corporate and Community Services of all Corporate Credit Cards and Fuel Cards issued and kept in a secure location. The register shall include:

- a. Date of approval by Chief Executive Officer;
- b. Name of card holder;
- c. Card number and expiry date;
- d. Conditions of use of the card, and
- e. A review date for continuing use of the card, not exceeding 24 months.

4. Policies and Procedures Governing the Use of Corporate Cards

- 4.1 The following shall be complied with for controlling the use of Corporate Credit Cards:

- a. An agreement shall be signed by the cardholder which sets out the cardholder's responsibilities and legal obligations when using the corporate purchasing and credit cards;
- b. A secure register managed by the Executive Manager Corporate and Community Services of all current cardholders should be kept which includes card number, expiry date of the card and credit limit. Details of goods and services the cardholder has authority to purchase are outlined in the cardholder agreement.
- c. All new and existing cardholders shall be provided with a copy of the policies and procedures relating to the use of corporate purchasing and credit cards and shall formally sign the register to acknowledge that they have read and understood the requirements of the policy;
- d. When an employee misplaces their corporate purchasing or credit card, they shall promptly report the matter to the Executive Manager Corporate and Community Services who shall immediately cancel the card.
- e. Credit Cards shall not be transferred to other users;
- f. Use of the reward schemes, such as Fly Buys and Frequent Flyers, will not be permitted for personal gain;
- g. All surrendered Credit Cards shall be destroyed by the Executive Manager Corporate and Community Services in the presence of another employee;
- h. In the event that a cardholder fails to comply with the policy's requirements, the Chief Executive Officer shall withdraw the use of the corporate purchasing or credit card and take appropriate disciplinary action. All criminal/legal acts of alleged misuse shall be reported to the Police and other relevant authorities;
- i. The use of corporate purchasing and credit cards for any personal use whatsoever is strictly prohibited.

Audit and Risk Committee Meeting Minutes

9 June 2020

- j. Use of the corporate credit cards for purchases over the internet should be restricted to trusted secure sites.

k. The cardholder will be personally liable for expenditure that cannot be shown to be related to the business of the Shire of York.

5. Purchasing

- 5.1 Corporate purchasing and credit cards shall only be used for purchasing goods and services on behalf of the Shire and in circumstances when the issue of a Purchase Order Number from the Shire is not accepted, appropriate or convenient.
- 5.2 Fuel Cards will be issued to employees where applicable and must only be used when purchasing fuel for Shire vehicles.
- 5.3 Personal expenditure is strictly prohibited.
- 5.4 A Credit Card shall not be used for cash withdrawals.
- 5.5 Purchases by facsimile, telephone or over the internet shall be authorised by the person and all paperwork shall be kept and verified.
- 5.6 The nominated fuel card should be used in preference to a credit card when purchasing fuel unless it is not accepted by the retailer and then the vehicle odometer reading and fuel receipt are to be recorded at the time of purchase.
- 5.7 Credit card purchases are to comply with the Procurement Policy for acquiring of goods and services.
- 5.8 The use of the Corporate Credit Card for purchase of library books can only be exercised by the person responsible for the library collection acquisitions function.
- 5.9 The purchase of meals in York with the Corporate Credit Card is limited to hosting visiting dignitaries and others authorised in advance by the Shire President.
- 5.10 Meals purchased while away from York are to comply with the limit value approved from year to year by Council during the budget process.

6. Payments and Acquittals

- 6.1 The cardholder will be responsible for providing appropriate and sufficient documentary evidence of all charges, as required, on a monthly basis. Information should include a copy of the GST invoice, account number for costing purposes and an explanation as to why the expense was incurred. Full information requirements are outlined in the Corporate Purchasing and Credit Cards Acquittal and Reporting Procedure.
- 6.2 Time frames for all payment of accounts shall be monitored by the Executive Manager Corporate and Community Services to ensure that credit charges are minimised and accounts are paid so as not incur a penalty or interest.
- 6.3 All transactions requested by officers other than the cardholder must complete the Credit Card Authority Form.
- 6.4 All transactions on Corporate Credit Cards are to be listed and form part of the monthly financial reports to Council in accordance with the requirements of *Local Government (Financial Management) Regulation 13*.

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Audit and Risk Committee Meeting Minutes

9 June 2020

Key Terms/Definitions

Not Applicable

Policy Administration

Responsible Directorate/Division: Corporate & Community Services/Finance

Author/Contact Officer Position: Finance Manager

Relevant Delegation: Not Applicable

Relevant Legislation: *Local Government Act 1995 – Section 2.7 (2)(a) and (b)*
Local Government Act 1995 – Section 6.5(a)
Local Government (Financial Management) Regulations 1996 – 11
Local Government (Financial Management) Regulations 1996 – 13

In addition to the above legislation, the Department of Local Government and Communities (Government of Western Australia) issued 'Operational Guideline Number 11' for the 'Use of Corporate Credit Cards'.

Relevant Documents: Staff Code of Conduct
F1.2 Procurement Policy
Corporate Credit Card Approval Process and Acquittal
Shire of York Procurement Manual

Date Adopted: 28 January 2016

Reviews/Amendments: 24 October 2016
29 July 2019
25 November 2019
30 June 2020

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Audit and Risk Committee Meeting Minutes

9 June 2020

8 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN*Nil***9 QUESTIONS FROM MEMBERS WITHOUT NOTICE***Nil***10 BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING***Nil***11 CLOSURE***The Presiding Member thanked everyone for their attendance and closed the meeting at 3.09pm.*

The Members of Council

Shire of York

1 Joaquina Street

YORK WA

13th April 2020

To the Members of the York Council

Re: Proposed Veterinary Hospital at 14 Macartney Street, York

Heartlands Veterinary Hospital was first established by Dr Tracey Thornton in York in 2008. Since then it has expanded to include hospitals in Toodyay and Brookton. Having grown from a practice that initially operated with one vet and one nurse it now employs 22 local people across the three hospitals servicing the Avon region.

Heartlands Veterinary Hospital provides mixed practice veterinary care for large and small animals, both from the hospital sites based in York, Toodyay and Brookton, as well as on property, with the ambulatory large animal vehicles.

In order to support out of hours cases, the practice provides an emergency service through the York hospital, also travelling to clients' properties if required. Heartlands provide the emergency service across a large area of the Avon Valley and Wheatbelt. In addition to servicing our own clients, Heartlands provides afterhours emergency cover for Northam Veterinary Centre, Bakers Hill Veterinary Clinic, Merredin Veterinary Hospital and Wheatbelt Vets, with clients travelling to York from these regional areas in the event of an emergency with their animal.

Since its inception in 2008 Heartlands Veterinary Hospital (York) has operated from the same premises in Avon Terrace. During this time the practice has grown exponentially to the point where to achieve its mission statement, which is to "To create a centre of clinical excellence in the Avon Valley and Wheatbelt regions for all animals, both large and small", a purpose-built veterinary facility has now become essential.

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The proposed facility is considerably larger than our existing leased premises and has been specifically designed to meet the requirements of modern efficient Veterinary practice. It will also provide many other advantages including;

- On site parking and greater ease of access for clients, especially the elderly
- Improved workflow for triage and treatment of cases
- Separate cat and dog waiting and hospital areas to improve animals' experience in the hospital, all the time aiming to create a "fear-free environment" for our patients
- A space for on site assessment of horses and small ruminants (sheep/goats/alpacas)
- Improved working environment for staff by maximising natural light in the building and the creation of staff rest areas

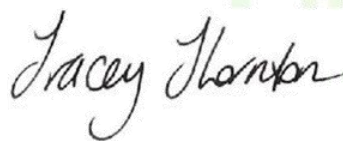
York is an ideal location to develop an afterhours emergency centre for regional veterinary support. It is surrounded by practices that are upwards of 35km away, which cannot or do not wish to provide an afterhours emergency service. Discussion undertaken with these surrounding practices has confirmed that they are keen to continue to refer their afterhours emergency work to Heartlands which will focus York as a regional support hub for vet services. The proposed facility will allow us to continue to expand this emergency work, creating a regional "Afterhours Emergency Centre" which would be the first of its kind in W.A.

Heartlands Veterinary Hospital has operated for 12 years from its current location. Despite concerns raised by the Shire when we first opened regarding noise, waste disposal, odour etc we have not had a single issue or complaint during that time. Over the years we have developed a very loyal client base.

I hope the members of the Council will look favourably at this proposed development which will allow the business to continue to provide excellent veterinary service, to all creatures, across the Avon and Wheatbelt regions.

Dr Tracey Thornton

Owner/Veterinarian



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DEVELOPMENT DETAILS – PROPOSED DEVELOPMENT 14 MACARTNEY STREET, YORK**5.1 Details of the Nature of Use**

The proposed hospital is a modern fully equipped veterinary hospital that facilitates all aspects of veterinary medicine, including consultations, treatment, x-rays, hospitalisation and surgery.

Small animals (dogs, cats, rabbits, pocket pets (mice, rats, ferrets) as well as exotics (birds, marsupials etc) would be treated inside the hospital. As a hospital it is envisaged, we will hospitalise small animal patients overnight, as we do currently. The number of hospitalised animals will vary from none on many nights up to two or three patients. Based on our last 12 months it is extremely rare for us to have more than three small animal patients hospitalised at any one time.

Large animals, which would include horses, donkeys, goats, sheep and alpacas would also be seen outside at the practice (in the fenced area at the back of the property) and may be housed in the day paddock for short-term observation if required. Short-term observation would vary from a period of several hours up to an overnight stay. In the last 12 months we have admitted 10 patients (horses) only for overnight observation, hence it is very rare.

In the event that a large animal was kept for observation it would be regularly checked by the on-call veterinarian afterhours. It is envisaged this paddock will be grassed and irrigated to ensure there is no issue with dust.

It is exceedingly unlikely that any more than one large animal would be on the property at any one time (this has not occurred in the past 12 months). In 2019 we saw 97 large animal patients at the hospital across the entire year, with the remainder being on-farm visits.

Cattle would not be treated at the practice and would be seen on farm.

5.2 Hours of operation

The business would be open for trading from 8:30am to 5:30pm Monday to Friday and from 9am to 12 noon on Saturdays as is the case now. Outside of these hours our normal afterhours emergency service would operate which is on an as-needed basis. During this time the vet who is on-call may also come back into the hospital to check inpatients if required.

5.3 Number of employees and patrons

Heartlands Veterinary Hospital employs a total of 22 people across the three hospitals. The maximum number of staff rostered at the York practice at any one time would be 7.

The York hospital has a total of approximately 1570 clients. The maximum number of clients likely to be visiting the hospital during the day at any one time would be on average, 5. Numbers would usually only be this high during admission and discharge of surgery patients which occurs in the first and last hour of each day. Whilst we are consulting this number is likely to be lower, usually with one animal being seen and one person waiting at any given time.

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5.6 Any source of nuisance emissions such as light, noise, odour etc

The current clinic, operating out of a repurposed building, has in the past 12 years had no issues or complaints regarding light, noise, odour, waste disposal, etc.

In terms of the new building:

Light

Afterhours the building lights will be off, unless there is an emergency being seen. It is envisaged there will be some outdoor flood lights to ensure the carpark and back of the building are safe for staff to enter and leave from during the night.

The signage will have focal lights only, so that people can locate us during the night should their animal need urgent veterinary attention.

Noise

The dog wards will have additional sound proofing in both the walls and the ceiling. The front of these two areas will have sliding glass doors which will also be sound-proofed. We will be working with the energy and acoustic consultants to provide a compliant design for the insulation and all additional sound proofing in the required rooms and this will be documented on the plans at the building approvals stage.

This is especially important for the staff, clients and other animals within the hospital and so will be given high priority.

Odour

This was raised by the Shire when we first sought to open the current hospital but has not ever been an issue. As a hospital we must abide by certain certified standards, as outlined by the Veterinary Surgeon's Board of WA, and are fastidious about ensuring everything is impeccably clean and maintained to the highest standard.

All of our normal waste is double bagged before it is disposed of in the normal rubbish collection.

Waste Disposal

Disposal of any used "sharps" (needles etc) and medical waste would be via bulk cremation as is the current practice.

Any deceased animals are placed in cold storage until they are able to be disposed of via cremation, which would be subcontracted to the cremation company Lawnswood, located in Clackline, as is the practice now.

Any manure from large animals in the outside paddock will be collected and disposed of off-site.

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Security

The perimeter of the block will be fenced. Clients with large animals will be able to access the rear of the block via two double-gates at the end of the carpark which will remain closed.

The building will be protected by an alarm system.

All medications will be stored in the Pharmacy (and safe) which will be locked (key pad entry) as per the Poisons Act.

Vehicle Movement

Based on our last 12 months of operation the number of vehicle trips with our large animal vehicles leaving/returning to attend property visits would be less than 10 per day.

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DEVELOPMENT APPLICATION REPORT

PROPOSED VETERINARY CENTRE

LOT 547 (NO.14) MACARTNEY STREET, YORK



SHIRE OF YORK

Prepared for:

**Quality Design Solutions (QDS) &
Heartlands Veterinary Hospital**

Prepared by:

**CF Town Planning & Development
Planning & Development Consultants**

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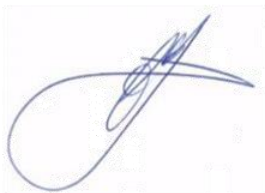
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28 April 2020

CF Town Planning & Development

CF Town Planning & Development

This report has been prepared by CF Town Planning & Development on behalf of Quality Design Solutions (QDS) and Heartlands Veterinary Hospital for a proposed new veterinary centre on Lot 547 (No.14) Macartney Street, York.



Carlo Famiano
Director
CF Town Planning & Development

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Document Revisions:

- Planning Report (i) – Dated 28 April 2020

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1.0 INTRODUCTION

CF Town Planning & Development acts on behalf of Quality Design Solutions (QDS) and Heartlands Veterinary Hospital as their consultant town planners and hereby prepare the following report in support of an Application for Development Approval for the construction of a new veterinary centre on Lot 547 (No.14) Macartney Street, York.

This report provides details regarding the following:

- Site details;
- Proposed development; and
- Planning considerations.

We respectfully request the Shire of York's favorable consideration and conditional approval of the application at their earliest possible convenience.

2.0 BACKGROUND & PURPOSE

Lot 547 is located within the core area of the York Townsite with good access to the surrounding rural area. The subject land is currently vacant/unused land and is bounded by a railway reserve to the east, an unmade road reserves to the north and east and Macartney Street to the south.

This application seeks the Shire's approval to construct a new veterinary centre within the York Townsite to be operated by Heartlands Veterinary Hospital, which is an established business that currently operates within York and is currently located at No.148 Avon Terrace. The business provides a wide variety of veterinary services including medicine, consultations, treatments, x-rays, hospitalization and surgery for animals. The new veterinary hospital on Lot 547 will improve the operational efficiency of the existing business and will continued to provide a much needed service to the town and the surrounding rural area.

Accordingly, approval under the Shire of York current operative Town Planning Scheme No.2 (TPS No.2) is hereby requested.

3.0 LAND DESCRIPTION & LOCATION

The land subject of this application is legally described as Lot 547 on Plan 193627, on Certificate Title Volume 2536, Folio 578.

Lot 547 is located approximately 70 metres west of Avon Terrace, which the main thoroughfare through the York Town Centre and approximately 690 metres north of the Great Southern Highway, which is the key road link for between the town and the surrounding districts (see Figure 1 - Location Plan).

The subject land is located within the municipality of the Shire of York.

CF Town Planning & Development

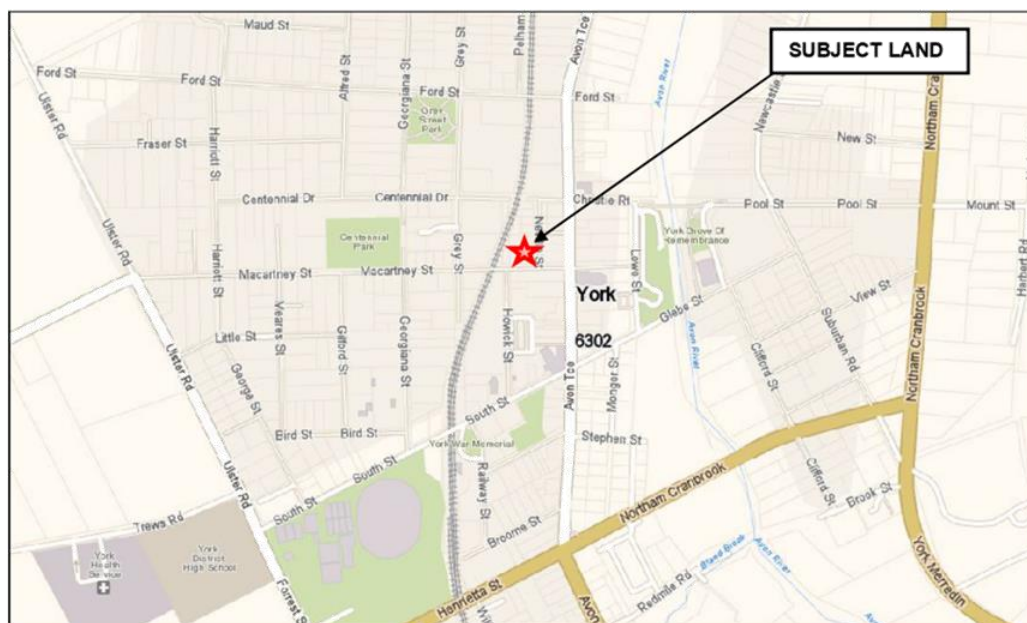


Figure 1 – Location Plan

4.0 PHYSICAL CHARACTERISTICS

Lot 547 is irregular in shape and comprises a lot area of 6,366m². The land is currently vacant/unused and comprises some scattered vegetation (see Figure 2 & Figure 3 – Aerial Site Plan). The land is gently undulating with a fall in natural ground levels from 176.43 metres along the land's northern rear boundary to 174.34 metres along the land's southern front boundary. This represents a fall of 2.09 metres over a distance of 132.82 metres (see site feature survey).

It should be noted that the land also abuts an unmade road reserve along its eastern and northern boundaries and a railway reserve abutting the western boundary of the land (see Figure 3 – Aerial Site Plan).



Figure 2 – The subject land viewed from Macartney Street

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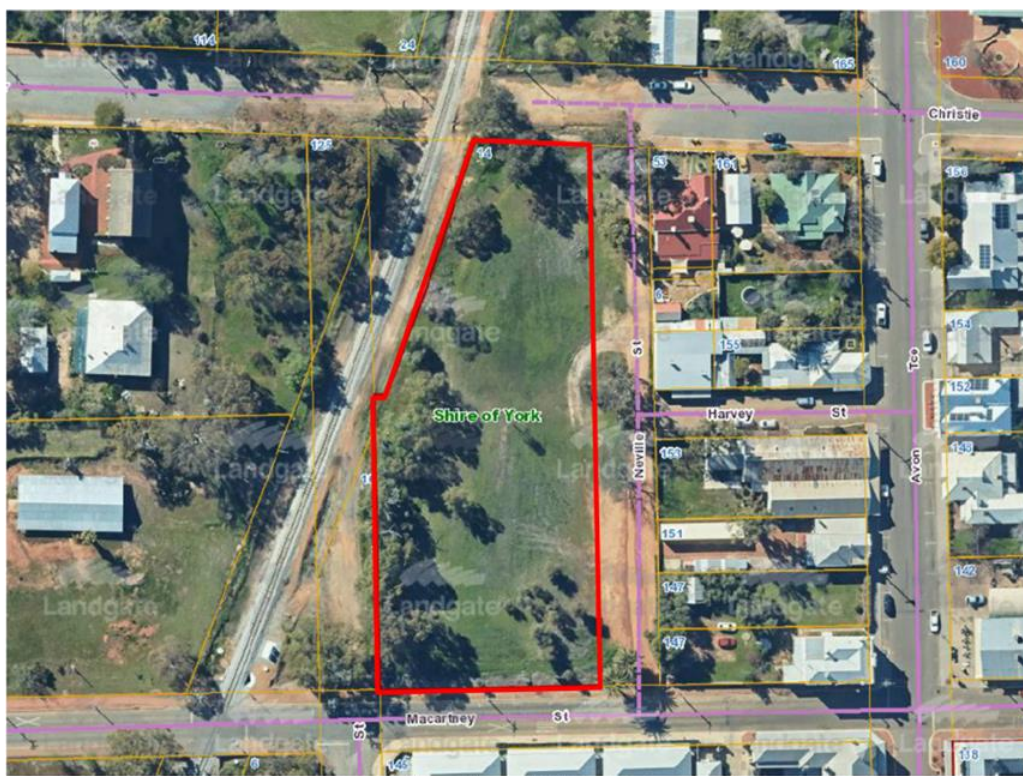


Figure 3 - Aerial Site Plan

5.0 DEVELOPMENT PROPOSAL

This application proposes the construction of a new veterinary centre with a total floor area of 511.7m² (single storey) to facilitate the continued operation of an existing veterinary business within the town that provides a much needed service to both the York Townsite and surrounding rural areas. The proposed development on the land will include the following key elements;

- i) Construction of twenty (22) on-site car parking bays to service the parking demand generated by the proposed use and development on the land. It should be noted that two (2) of the on-site car parking bays will be located to the rear of the building and comprise gravel construction;
- ii) Construction of a 400m² horse holding area to support the veterinary centre;
- iii) Construction of a 50m² shed to the rear of the horse holding area;
- iv) Installation of landscaping in support of the new development, including shade trees within the car parking area and the installation of landscaping within the front setback of the car parking area to reduce any impact the hardstand area may have on the streetscape;
- v) The front façade of the new building has been designed to comprise the use of varying materials/colours, including masonry construction (use of local stone cladding) and glass that would reflect those materials historically used with the town centre (see Figure 4 – Front Elevation); and
- vi) Installation of signage panels in support of the business to occupy the development on the land. It should be noted that the wording (i.e. business names) of the signage to be erected will be provided to the Shire in the future.

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Figure 4 – Proposed front façade of the development viewed from Macartney Street

vii) Details of the proposed operation of the veterinary centre on the subject land are summarized as follows:

- The proposed veterinary centre (i.e. 'Heartlands Veterinary Hospital') will include modern equipment to accommodate a variety of procedures including x-rays, surgery, consultations and treatments. The centre will continue to provide a much needed service to the York district;
- Operating hours for the business will be Monday to Friday 8.30am to 5.30pm and on Saturday between 9am and 12 noon. Emergency services would operate as needed. It should be noted that the 'Vet' (which would be on-call) will attend the site after hours to check on any inpatients if required;
- The business (at this location) will comprise seven (7) staff at any one given time;
- Waste Disposal - All medical waste will be collected and disposed of via bulk cremation, which is the common practice with other centres. Any deceased animals are placed in cold storage until they are able to be disposed of via cremation, which would be subcontracted to the cremation company called 'Lawnswood', located in Clackline. Any manure from large animals in the outside paddock will be collected and disposed of off-site;
- Security - The perimeter of the block will be fenced. The building will be protected by an alarm system and all medications will be stored in the Pharmacy (and safe) which will be locked (key pad entry) as per the Poisons Act;
- The centre provides a vital service to the surrounding rural uses and offers farm visits for veterinary services; and
- It is anticipated that the number of vehicle trips with large animal vehicles will approximately ten (10) movements per day.

Copies of the proposed site development plans and building elevation drawings are provided herewith for the Shire's review and consideration

6.0 STATUTORY CONSIDERATIONS

6.1 Shire of York Town Planning Scheme No.2

The subject land is classified 'Special Use' zone under the Shire of York current operative Town Planning Scheme No.2 (TPS No.2). Schedule 3 of TPS No.2 outlines the following in terms of any development on the land:

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Use Permissibility	Conditions
Use listed under 'Town Centre' and 'Residential' zone in TPS No.2	<ol style="list-style-type: none"> 1. Macartney Street to be developed for commercial uses or a mix of commercial/residential purposes. 2. All development within the site will comply with Council's Heritage Design Guidelines. 3. All development requires Council approval. 4. Any subdivision or development for residential purposes should: <ul style="list-style-type: none"> • Accord with the R20 code unless otherwise determined by Council; • Incorporate notification on title indicating that residential amenity may be affected by noise and vibration from the rail line; • Incorporate noise abatement measures to the satisfaction of the Council; and • Incorporate a buffer along the western boundary of the site

Schedule No.1 of TPS No.2 provides the following definitions for the proposed uses on the land:

"Veterinary centre – "Premises used to diagnose animal diseases or disorders, to surgically or medically treat animals, or for the prevention of animal diseases or disorders."

The proposed development and use for the land falls comfortably within the aforementioned land use definitions.

Under the terms of TPS No.2 use class 'Veterinary Centre' is listed as a discretionary ("SA") use within the Town Centre' zone. Meaning that the use is not permitted unless the local government has exercised its discretion and has granted planning consent after giving special notice in accordance with clause 7.2.

The stated objectives for the 'Town Centre' zone under the Shire's TPS No.2 is as follows:

- To retain the town centre of York as the principal place for retail, commercial, civic, and tourist-oriented uses in the District.*
- To preserve the unique qualities of the town centre as a heritage place, including the conservation of existing heritage buildings, and to avoid development which will detract from those qualities.*
- To ensure development complies with Design Guidelines adopted by the local government for the town centre.*
- To encourage a high standard of development of commercial facilities to service the residents, the farming sector, tourists, and travellers.*
- To encourage a high standard of landscaping in and around the town centre; the local government will undertake planting of shade trees in road reserves and public carparks where appropriate.*
- To encourage a high standard of residential and residential mixed use development in appropriate locations that contribute to the amenity, security and economic sustainability of the town centre.*

It is contended the proposed development and use of the land in the proposed manner is consistent with the stated objective of the 'Town Centre' zoning in the Shire's TPS No.2 for the following reasons:

- The proposed development will foster the establishment of a commercial type use within the York Townsite that will service the District;
- The proposed development has been designed to be sympathetic to the unique qualities of the York Townsite in terms of heritage character and being consistent with the current built form character of the town;

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- The proposed development is consistent with the 'Heritage Conservation and Development' Local Planning Policy adopted by the Shire of York for the town;
- The proposed development will include the installation of landscaping to enhance the appearance of the development when viewed from the public realm; and
- The proposed use of the land will comprise sufficient separation from the residential area (a sensitive land use) to reduce any impacts the use may have on these sensitive uses. Therefore, it is contended that the proposed development and use on the land will not give rise to any land use or traffic conflicts.

It is noted that the planning framework requires this application to be referred to the York Shire Council for determination following an assessment by the Shire's administration.

6.2 Draft Shire of York Local Planning Scheme No.3

The Shire of York is currently in the process of finalizing Local Planning Scheme No.3 (LPS No.3) to replace the current TPS No.2. A review of draft LPS No.3 has revealed that the zoning classified of the land will remain 'Special Use' with the same implication in the Schedule as those prescribed in TPS No.2. The use class 'Veterinary Centre' is once again listed as a discretionary ("D") use within the Town Centre' zone, meaning that the use is not permitted unless the local government has exercised its discretion by granting development approval.

A key change in the draft LPS No.3 that would be applicable to this application is that the on-site car parking standards prescribed as 1 bay per 25m² of NLA (which reflects no actual change to the current parking standards).

Notwithstanding the forthcoming Scheme, the planning framework has not significantly changed to that currently prescribed within TPS No.2 in terms of considering this application.

6.3 Shire of York Local Planning Policy – Heritage Conservation & Development

It is recognised that York is a historic town and comprises a unique character and a number of heritage buildings that reflects the colonial settlement of the district during the 19th century.

The Shire's Local Planning Policy entitled 'Heritage Conservation and Development' has been adopted to guide development within the York Townsite. The objective of the Policy is to:

- To conserve and protect places of cultural heritage significance and worthy of built heritage conservation as identified in the Shire's Heritage List (Appendix A);*
- To conserve existing places identified as being of 'exceptional', 'considerable' or 'some' significance to the cultural heritage significance of a heritage area; and*
- To ensure that new development, including alterations and additions to existing buildings and the construction of new buildings, does not adversely impact on the cultural heritage values, significance and character of heritage places and areas.*

The proposed development on the subject land has been designed to have due regard for the heritage character within the York Townsite and to be consistent with the key stated objectives of the Shire's Policy.

Whilst the subject land is not located along the main street within York, the proposed development is sympathetic to the existing built form character of the more historic buildings within the town, without being a direct copy of the more detailed heritage buildings. The new building on the land will incorporate the use of selected materials and colours that reflect the locality. The new development will also include the use of landscaping to screen the harsher elements of the development such as the car parking area (i.e. hardstand areas) and to assist with enhancing the building within its setting when viewed from the public realm.

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The design of the new building will also include same features that reflect the existing historic built form within the town such as a verandah around the building, the inclusion of an awning over the adjoining footpath, limiting the bulk and scale of the development by proposing a single storey building that reflects the current built form along this section of Macartney Street.

In light of the above, it is contended that the proposed new development on Lot 547 has been designed to be consistent with the standards prescribed within the Policy in terms of respecting and maintaining the traditional pattern and appearance of the commercial buildings in the central part of the York Townsite.

Notwithstanding the above, the proposed new development includes the following design features that are a departure from the Policy:

- i) The installation of a 'bullnose' profile for the verandah of the building in lieu of providing a more simple verandah (i.e. straight) that does not reflect the heritage features that are common with more historical buildings within the town (i.e. such as a bullnose profile verandah); and
- ii) The entry to the building has not been recessed.

The following justification is provided in support of the bullnose verandah and the entry design of the building for the Shire's consideration of the application:

Verandah Design

1. The proposed building has been designed to be in keeping with the key heritage buildings within the York Townsite without detracting from the historical character and built form of the town, in particular the historical character found along Avon Terrace.
2. It is our understanding that the key reason behind the provisions of the Shire's Policy regarding the awning/verandah design is to avoid new buildings from replicating or detracting from the existing historical buildings within the York Townsite. Whilst it is noted that a bullnose verandah is a common feature that is historically used on older buildings, it is not consistently found on existing buildings along Avon Terrace and along this part of Macartney Street.

An observation of the built form along Avon Terrace has identified that a number of buildings include a flat or straight awning/verandah. Figure 5 illustrates that a number of existing historical buildings either comprise no awning or verandah along the street frontage or they comprise a straight awning/verandah. Given this observation, it is contended that the proposed bullnose verandah for the new building on Lot 547 will not replicate the existing heritage character of the older buildings within the York Townsite, but it will in fact allow for the integration of a common heritage feature that will preserve the historical nature of the town and not introduce modern features to the building that could adversely impact the character of the town.

3. Macartney Street comprises little heritage character, other than the existing buildings that comprise frontage to Avon Terrace (secondary frontage to Macartney Street). These buildings that comprise frontage to Avon Terrace do not comprise a bullnose verandah or any verandah along Macartney Street at all. Figure 6 illustrates that the building directly east of the subject land comprises not awning or verandah over the footpath. Given this, it is further identified that the bullnose verandah for the proposed new building on Lot 547 will not replicate or detract from the existing built form along this part of Macartney Street.
4. The town comprises a number of examples wherein a bullnose verandah has been installed to a building that does not reflect the historical nature of the town. Figure 7 illustrates the use of a bullnose verandah for the hardware store on the corner of Macartney Street and Avon Terrace. This building is an example where a bullnose verandah should not be used. The proposed building on Lot 547 includes the use of local stone along the front facade and the use of corrugated roofing materials. As such it is contended that the use of the bullnose verandah will actually enhance the character of the building and not detract from it. Furthermore, it is viewed that a straight verandah may look too simplistic and detract from the other features/materials being adopted for the building.

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Recess Entry

5. The recess entry into the building will result in the internal foyer area being awkward and would upset the internal flow of the reception area of the building.
6. In addition to the above, the recess entry door is usually common where commercial buildings comprise a nil setback to the street, therefore providing a respite area from the adjoining pedestrian thoroughfare for people entering and exiting the building. The proposed building on Lot 547 does not comprise a nil front setback, with the entry door not directly opening up onto the main pedestrian thoroughfare along Macartney Street. Given this, the recess entry is not required in this instance, nor does it have any significant purpose.
7. The lack of recess for the entry will not have an adverse impact on the built form character along Macartney Street, as the buildings to the east of the subject land comprise a flat frontage to Macartney Street with little articulation (see Figure 6).
8. There are a number of older, historic buildings within the York Townsite along Avon Terrace that do not provide a recess entry to the building. Figure 5 below illustrates a number of older buildings that do not comprise a recess entry door. As such, the proposed design of the new building on Lot 547 is not out of character with the existing building form within the York Townsite.



Figure 5 – Existing historical buildings along Avon Terrace. A number of building do not comprise an awning/verandah, whilst those that do comprise a straight awning.



Figure 6 – Existing building east of the subject land, along Macartney Street.



Figure 7 – The use of a bullnose verandah along Avon Terrace to a non-historical building.

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In light of the above, the proposed variations to some key heritage design feature prescribed within the Shire's Policy for the proposed new development on Lot 547 will not detract from the historical nature of the York Townsite, is consistent with the current building form of the immediate locality, will not replicate these older heritage buildings within the town, it will not undermine the key objectives of the Shire's Local Planning Policy and may therefore be approved by the Shire.

6.4 Development Standards

General Development Standards

Table 1 below provides an assessment of the proposed development against the relevant development standards prescribed in the Shire's Town Planning Scheme No.2 including all associated local planning policies.

Table 1 – Assessment Table

DEVELOPMENT COMPONENT	PRESCRIBED DEVELOPMENT STANDARDS	PROPOSED	COMPLIES
SETBACKS			
Primary street	Local Government Discretion	1.6 metres (min). Consistent with the built form along this part of Macartney Street, moving away from Avon Tce.	Yes
Secondary street	Local Government Discretion	4 metres	N/A
Side	Local Government Discretion	34.7 metres	N/A
Rear	Local Government Discretion	95.7 metres	N/A
BUILT FORM			
Maximum building height	Two (2) Storey	Single storey and is consistent with the surrounding built form.	Yes
Building orientation	Address the street	Building is orientated to address the primary street	Yes
LANDSCAPING			
Front setback area	Complement Town Centre	Verandah area and landscaping which complements this part of the York Townsite.	Yes
Shade Tree	No Standard	1 tree per 3 car parking bays	N/A
GENERAL/OTHER			
Location of main entrance	Entry to address street	Entrance within front elevation	Yes
Façade design, materials	Local stone, smooth render, dark brickwork timber weatherboards, corrugated iron or mini orb profile.	Local stone cladding, dark external cladding, colorbond roof with corrugated profile.	Yes
Car parking area	Integration with existing car parking areas	Car parking located to side of the building and screened by landscaping.	Yes
Awning/Verandah along street frontage	Awning/verandah to extend over footpath, 10 degrees	Verandah over footpath area with 10 degree pitch	Yes

As outlined by Table 1 above, the proposed development on the subject land generally complies with the 'deemed to comply requirements' of the relevant development standards prescribed with the Shire's Town Planning Scheme No.2 and any relevant Local Planning Policy, with the exception of the storage yard area.

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Car Parking & Vehicle Access

The proposed development on the land will comprise the provision of twenty two (22) on-site car parking bays. Vehicular access for the development is via one (1) two-way crossover along the land's Macartney Street.

The definition of net lettable area (NLA) stated within the Shire's TPS No.2 is as follows:

"The area of all floors confined within the internal finished surfaces of permanent walls but excludes the following areas:

- a) *all stairs, toilets, cleaners cupboards, lift shafts and motor rooms, escalators, tea rooms and plant rooms, and other service areas;*
- b) *lobbies between lifts facing other lifts serving the same floor;*
- c) *areas set aside as public space or thoroughfares and not for the exclusive use of occupiers of the floor or building;*
- d) *areas set aside for the provision of facilities or services to the floor or building where such facilities are not for the exclusive use of occupiers of the floor or building.*

A review of the plans indicates that the NLA for the proposed development is 454.26m².

The following car parking calculations for the proposed development are provided to assist the Shire's assessment of the application and have been formulated with due regard for the parking standards prescribed in Schedule No.4 of the Shire's Town Planning Scheme No.2 entitled 'Car Parking Requirements':

Table 2 – Car Parking Calculations

LAND USES	TPS NO.2 PRESCRIBED PARKING STANDARD	TOTAL FLOOR SPACE,	PARKING BAYS REQUIRED
Veterinary Centre	4 bay per 100m ² of NLA	454.26m ²	18.17 bays
Total number of on-site parking bays required			19 bays
Total number of on-site parking bays provided			22 bays
Total on-site car parking surplus			3 bays

As demonstrated by the above table, the proposed new veterinary centre on Lot 547 complies with the car parking standards prescribed in Schedule No.4 of the Shire's Town Planning Scheme No.2.

It should be noted that the proposed development on Lot 547 also complies with the on-site car parking requirements prescribed within the Shire's Draft Local Planning Scheme No.3.

6.5 Bushfire Prone Areas

The subject land has not been identified by the Department of Fire & Emergency Services (DFES) as being located within a designated 'bushfire prone area' (see Figure 8) and does not require the preparation and submission of a BAL report in this instance.

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Figure 8 – DFES Bushfire Mapping

7.0 SUMMARY OF JUSTIFICATIONS

Having regard for all of the above, it is contended the proposed new veterinary centre on lot 547 (No.14) Macartney Street, York is suitable and capable of being approved by the Shire of York for the following reasons:

- The proposed land use is discretionary under the Shire of York's Town Planning Scheme No.2 and may therefore be approved as the proposal is consistent with the stated objectives of the 'Town Centre' zoning classification within the York Townsite.
- The subject land is located within an established commercial area of the town and is located within close proximity to the main commercial strip within the York Townsite, therefore the proposed development is similar nature, character, scale and appearance with the existing built form within the immediate locality.
- The proposed development on the land is compliant with the various standards and requirements prescribed in TPS No.2, including on-site car parking. Notwithstanding this, the proposed alternative solution to some heritage design elements are deemed to be satisfactory and may be approved by the Shire.
- The proposed development will not compromise the existing character, amenity or compatibility of land usage in the immediate locality or give rise to any land use conflicts. In fact, the proposed development is viewed as being a vast improvement on the local streetscape.
- The proposed development has been designed to be sympathetic to the historical heritage character and built form within the York Townsite without detracting from the character of the town.
- The proposed development will assist with improving the operational efficiency of an existing and vital business within the York Townsite which also services the surrounding rural uses within the district.
- The proposed development will ensure the productive use of an existing underutilized parcel of land within the York Townsite.

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8.0 CONCLUSION

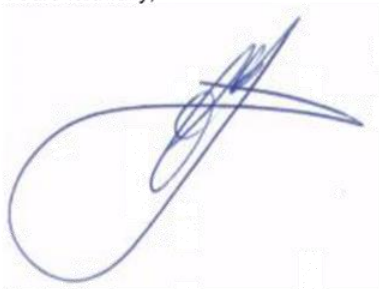
The proposed new veterinary centre on the subject land will facilitate the continuation of an existing service within the town (i.e. Heartlands Veterinary hospital) that provides a vital and much needed service to the York townsite and the surrounding rural areas. In addition, the proposed development will utilise a vacant/unused parcel of land within the town centre and allow for activation of this part of Macartney Street.

The development has been designed to be sympathetic to the existing heritage built form within the town centre and will not result in the development being out of character with the surrounding area, despite the request to install a bullnose verandah along the front façade of the building and the absence of the recessed entry door.

In light of the above information and justifications, we respectfully request the Shire of York's favorable consideration and conditional approval of the application to construct a new veterinary centre on Lot 547 (No.14) Macartney Street, York in accordance with the plans prepared in support of this application at its earliest possible convenience.

Should you have any queries or require any additional information regarding any of the matters raised above please do not hesitate to contact me on 0407384140 or carlof@people.net.au.

Yours faithfully,



Carlo Famiano
Town Planner
CF Town Planning & Development



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**PROPOSED HEARTLANDS VETERINARY HOSPITAL
MACARTNEY STREET YORK**



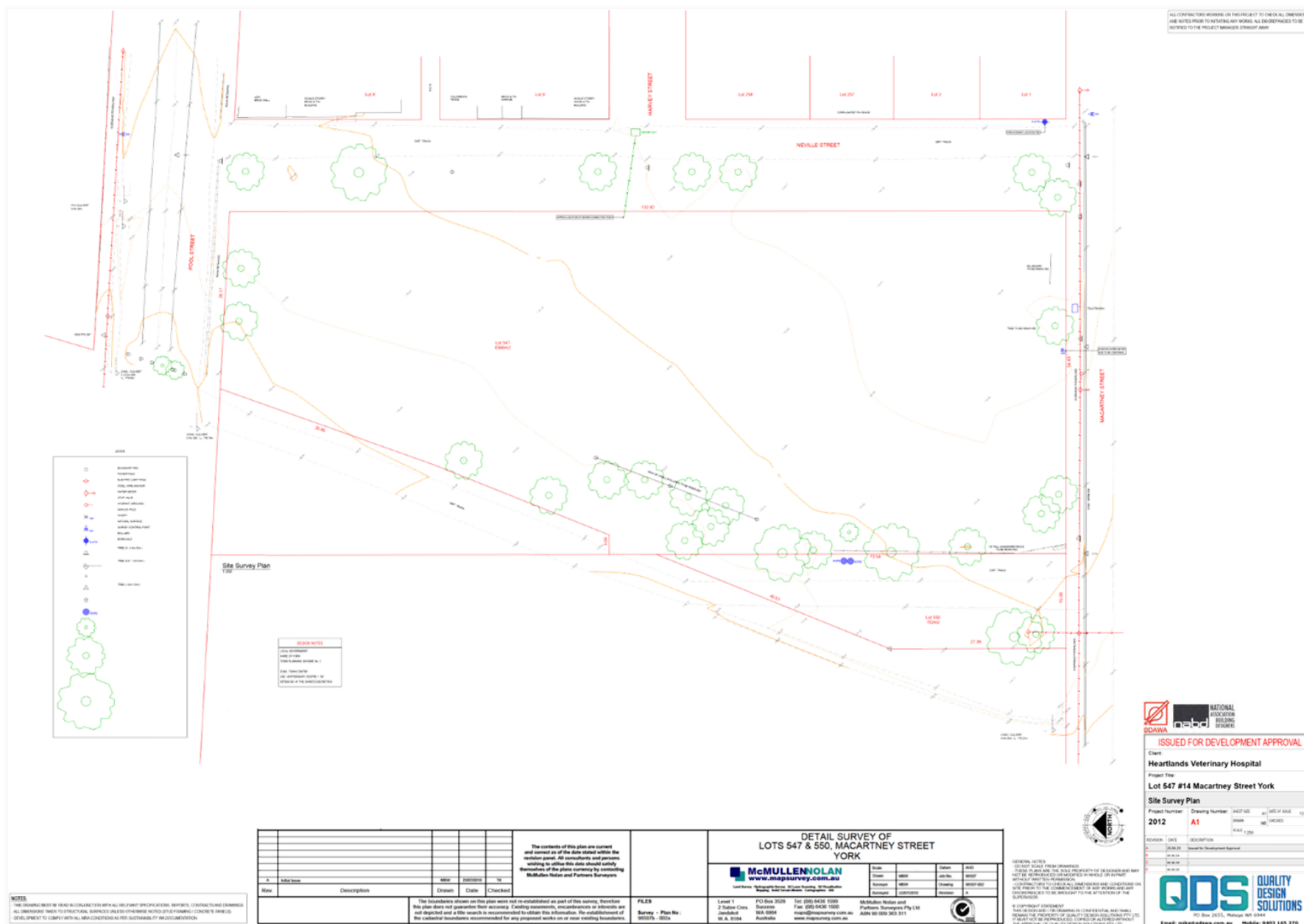
ISSUED FOR DEVELOPMENT APPROVAL

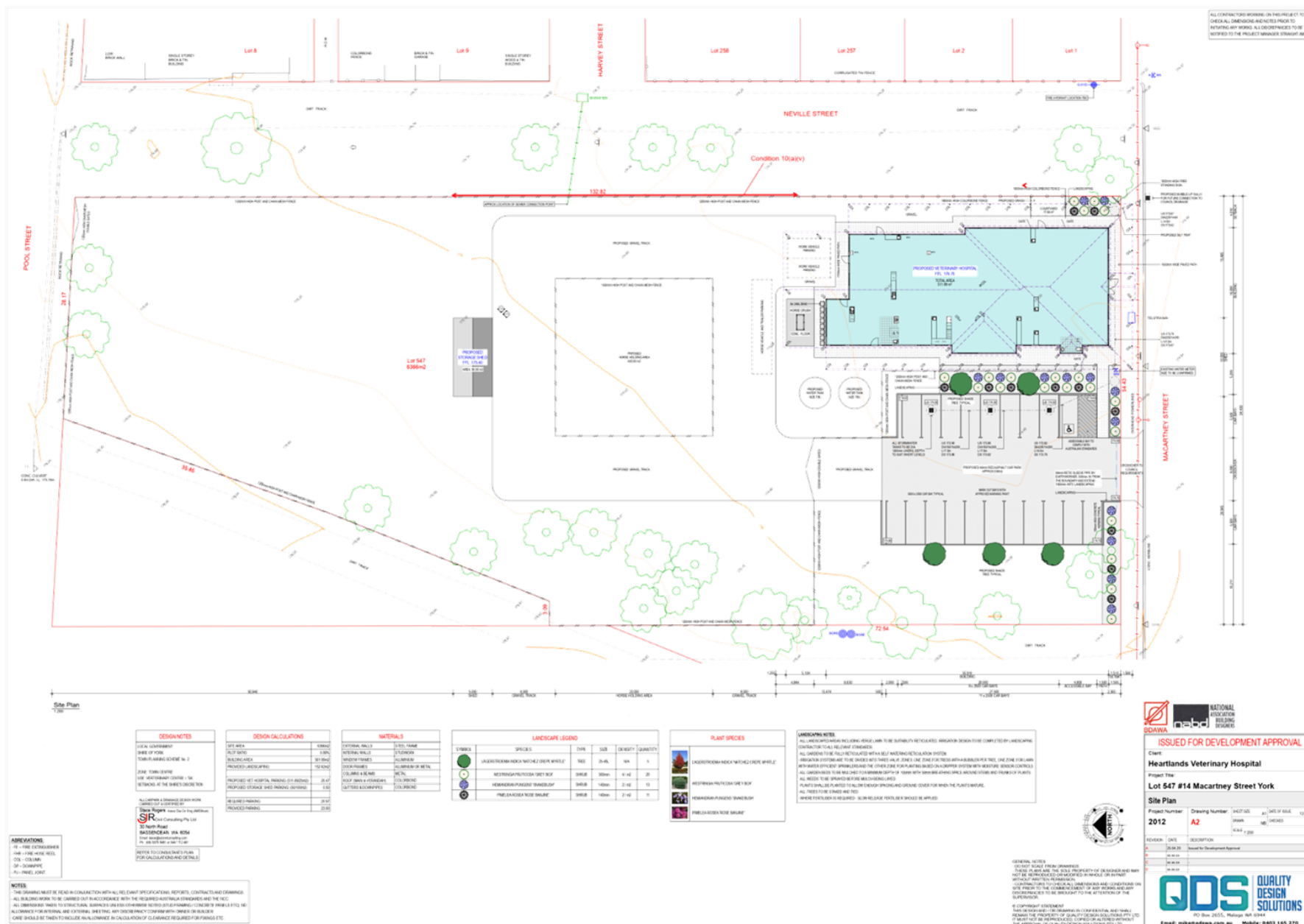
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 Project Title: **Lot 547 #14 Macartney Street York**

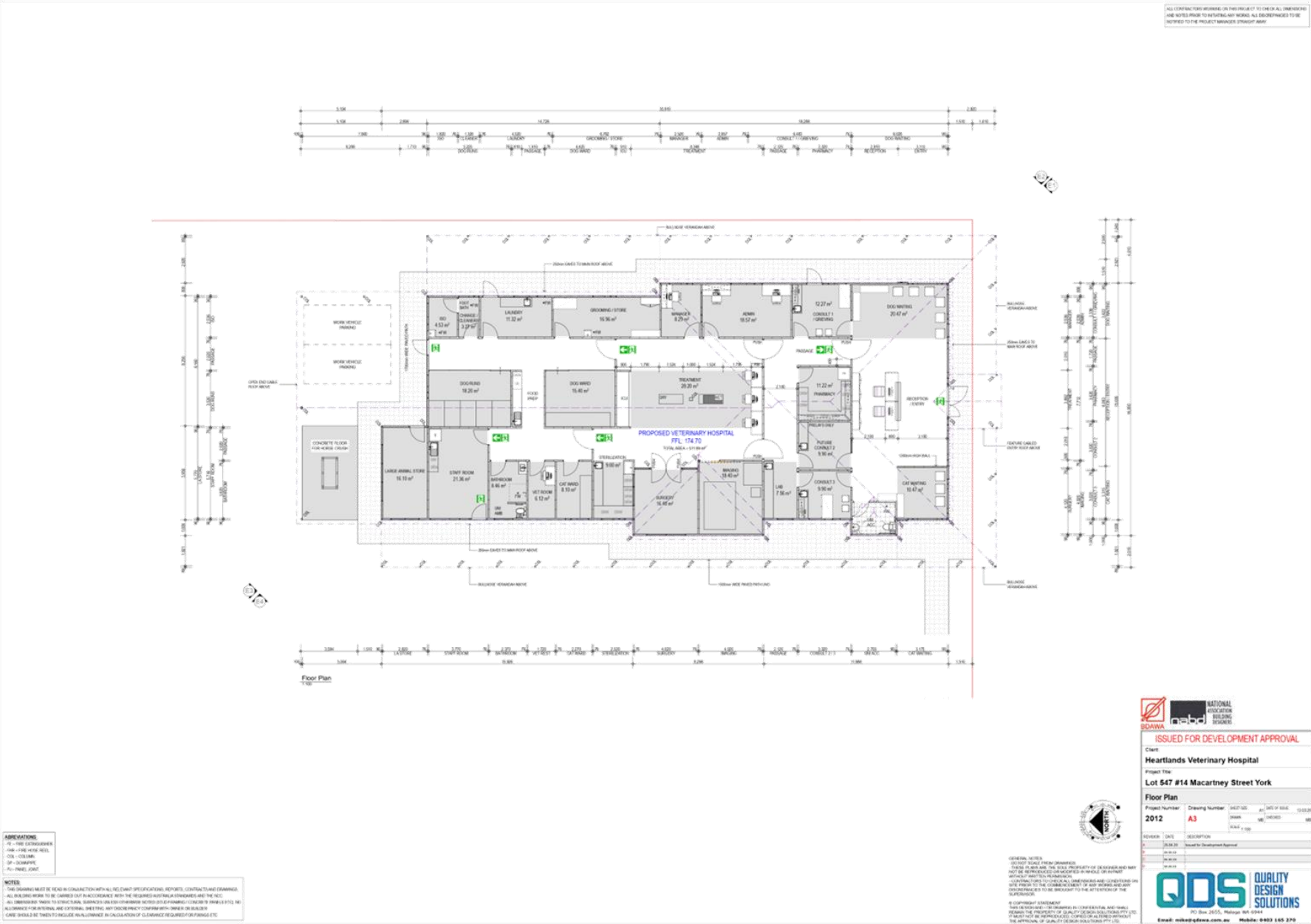
Cover Page
 Project Number: **2012** Drawing Number: **A0** SHEET NO. **01** OF **01** DATE: **20/06/20**

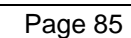
REVISION	DATE	DESCRIPTION
1	20/06/20	Issued for Development Approval

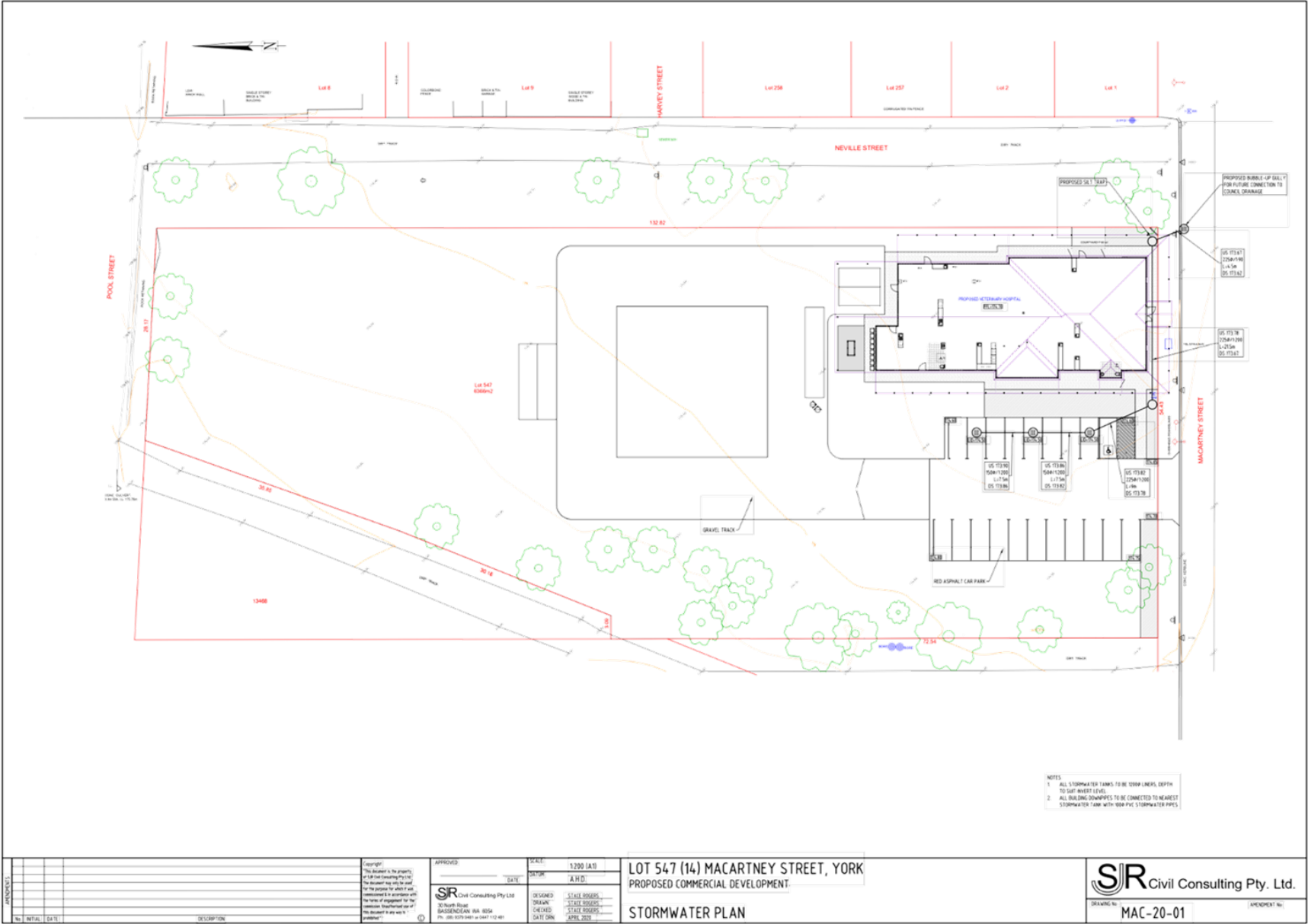
QDS QUALITY DESIGN SOLUTIONS
 100 Ross Street, Melbourne VIC 3004
 Email: mike@qds.com.au Mobile: 0403 165 370











From:
Sent: Saturday, 23 May 2020 9:42 AM
To:
Subject: I180458 - MA1 - Proposed development lot 547 Macartney St

To Shire of York
[REDACTED]

May 23, 2020

Greetings,

I like to express my approval of the proposed development on Lot 547 Macartney St, in York. However there is one aspect I like to bring to your attention. When I applied to the Shire to develop my property on the corner of Macartney Street and Grey Street the Shire made a point of prohibiting me from having a driveway onto Macartney street due to the potential hazardous traffic conditions on Macartney St. This was no issue for me as I did not want a driveway onto Macartney Street.

Now with the proposed development, the same issue crops up. The driveway is quite close to the railway crossing and traffic travelling East over the crossing can travel at 50km per hour. With a partially obstructed view, in a matter of seconds they will be at the proposed driveway, where the road might well be obstructed by a car and horse float manoeuvring onto the clinic site. It seems to me a receipt for disaster.

It is not that there are no other options. It seems to me safer to use either Neville Street or even Poole street. A driveway on Neville street as an extension of Harvey street seems a good option and would not interfere with present configuration of buildings, etc.

Yours, [REDACTED]

Sent from my iPad

From: Records
Sent: Tuesday, 2 June 2020 8:38 AM
To:
Cc:
Subject: FW: I180582 - MA1 - Proposed development - Lot 547 (14) Macartney St York, Veterinary Centre

From:
Sent: Sunday, 31 May 2020 6:50 PM
To:
Subject: I180582 - MA1 - Proposed development - Lot 547 (14) Macartney St York, Veterinary Centre

Attention

This is to advise, unfortunately late and beyond the date for submissions, that the [REDACTED] has no objections or comments to make regarding the above development

Regards

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 9 June 2020 12:37 PM
To:
Subject: Proposed Development – Veterinary Centre



Department of
**Primary Industries and
Regional Development**

Your reference: O135838 / MA1.A30780
Our reference: LUP 838
Enquiries: [REDACTED]

Senior Planner
1 Joaquina Street
York WA 6302

9 June 2020

Dear

PROPOSED DEVELOPMENT – LOT 547 (14) MACARTNEY STREET, YORK – VETERINARY CENTRE

Thank you for inviting the Department of Primary Industries and Regional Development (DPIRD) to comment on the above proposed development application.

DPIRD does not object to the proposed development.

For more information, please contact me on [REDACTED]

Yours sincerely

[REDACTED]
Planning, Regulation and Extension
Fisheries & Agriculture Resource Management
Department of Primary Industries and Regional Development
Great Eastern Highway | Merredin WA 6415
[REDACTED]



Government of Western Australia
Department of Health

Your Ref: O1358387 MA1.A30780
Our Ref: F-AA-27149/2 D-AA-20/55343
Contact: [REDACTED]

[REDACTED]
Chief Executive Officer
Shire of York
PO Box 22
YORK WA 6302

[REDACTED]
Via email: [REDACTED]

Dear [REDACTED]

**PROPOSED DEVELOPMENT APPLICATION – VETERINARY CENTRE – LOT 547
(#14) MACARTNEY STREET, YORK**

Thank you for your letter of 30 April 2020 requesting comments from the Department of Health (DOH) on the above proposal.

The DOH has no objection to the proposal providing the development connects to scheme water and reticulated sewerage and have appropriate management plans in place to address any adverse impacts of human health.

Should you have any queries or require further information please contact [REDACTED] on [REDACTED]

Yours sincerely

[REDACTED]
**A/EXECUTIVE DIRECTOR
ENVIRONMENTAL HEALTH DIRECTORATE**

9 June 2020



LEIGH BARRETT Heritage

DEVELOPMENT ASSESSMENT

Proposed Development: Lot 547 (14) Macartney Street, York – Veterinary Centre

BACKGROUND

Name and address	14 Macartney Street, York
Proponent	CF Town Planning & Development on behalf of Quality Design Solutions and Heartlands Veterinary Hospital
Author of HIS	Leigh Barrett, Heritage Advisor to the Shire of York
Date of preparation	26 May 2020
Applicant Contact	CF Town Planning and Development Carlo Famiano
Existing Heritage Listings	Located within the Central York Heritage Area – no contribution to the heritage values of the area.
Relevant documentation	Application for Planning Approval
Summary of documentary evidence	<p>The subject lot is not separately listed on the Shire of York Local Heritage Survey although it is located within the York Town Centre Heritage Protection Area (Grade B) and is assessed as making no contribution to the area.</p>

The lot is vacant and is bounded by additional vacant land and the railway line to the west. The railway line is assessed as making 'Some' contribution to the values of the heritage area. The land beyond the railway line, whilst still in the Central York Heritage Area, makes no contribution. Neville St (unsealed) and lots which front Avon Terrace are located to the east, Christie Retreat (unsealed) and additional vacant land is located to the north and what appear to be modern motel/hotel accommodation constructed in a sympathetic style to the south. The land to the south is located within the York Town Centre Heritage Protection Area and has been assessed as making 'Some' contribution to the heritage values of the area.

Physical description	The subject land is vacant.
Statement/Level of Cultural Heritage Significance	The place is located within the York Town Centre Heritage Protection Area (Grade B) and is assessed as making no contribution to the area.
Relevant policies	Shire of York Local Planning Policy – Heritage Conservation & Development (4 December 2019)
Previous advice	Preliminary advice via email 15 April 2020.

THE PROPOSAL

The proposal seeks approval to construct a new veterinary centre to provide a variety of veterinary services. The development includes construction of a 511.7m² veterinary centre, 22 on-site carparking bays, 400m² horse holding area, 50m² shed, landscaping and signage.

HERITAGE IMPACT STATEMENT

The Shire of York Local Planning Policy Heritage Conservation & Development (December 2019) applies to this proposal.

The subject land is located within the Central York Heritage Area which is considered to have considerable cultural heritage significance to the Shire of York. The subject lot, which is vacant, has been assessed as making no contribution to the heritage values of the area.

The LPP provides development guidelines and requires that all development within a designated heritage area shall comply with the policy provisions.

The following provisions of the policy are relevant to the proposal.

4.3.1 Scale & Size

The scale of a building is its size in relation to an existing commercial building, neighbouring buildings or the surrounding landscape. The resulting development proposal should look as if it belongs to the area in terms of scale. Scale is one of the prime determinants of an area's character...the scale of all commercial development must respect:

- a) the scale of adjoining and nearby buildings in the street;*
- b) the surrounding landscape; and*
- c) the scale of the existing building, in the case of additions, extensions or modifications.*

Immediately across Macartney Street are single storey motel/hotel units with a high pitched roof and beyond that to the east is the two storey York Palace Hotel. To the east on the same side of Macartney St is another two storey building (Westpac Bank in Jan 2015 Google Maps image). There

is little other development in the immediate vicinity. Two storey developments are generally limited to those fronting Avon Terrace.

The proposed development is single storey with pitched roof which is consistent with the development immediately across Macartney Street and appropriate for the area.

4.3.2 Form

The form of the building is its overall shape, volume and the general arrangement of the main parts.

The General Guidelines for a development require that commercial buildings have a vertical rhythm and maintain the appearance of articulated individual frontages; discourage monolithic buildings with blank street frontages; encourage 'landmark' developments on corner sites and note that *new commercial developments should be simply treated, well-proportioned and detailed, though should not endeavour to copy history types in general.*

Verandahs

New development is required to have a verandah or awning at first floor height. It should be simple in design and line up with any existing and adjacent verandahs. This requirement can be waived in locations where there aren't any existing verandahs.

Section 4.3.5 of the design guidelines notes that new development should respond to the building's context in terms of detailing but may employ contemporary forms of expression. It is also stated that new buildings should not copy traditional decorative elements using decoration appropriate for the date of construction. As noted above, the general guidelines for commercial development state that 'new commercial developments should be simply treated, well proportioned and detailed, though should not endeavour to copy history types in general'.

The use of a verandah in this development is appropriate and it is acknowledged that there are a variety of verandah profiles used within the York townsite. However as the proposal is for a new building, it is considered a straight pitched verandah is more appropriate rather than replicating the traditional bullnose profile as proposed..

Building Form

Plate and wall heights, roof form, ridge line, roof slopes and parapet lines are to be consistent with neighbouring buildings.

Proposed plate height is 2700mm. There are no neighbouring buildings.

Roof pitch of 25° and verandah pitch of 10° are consistent with the requirements of the policy.

Shopfronts & Windows

The design guidelines note that new shop fronts be encouraged to take the form of dado below glazing, with a central or side recessed entry. The entry may be set into a truncated recess.

The proposal adopts the form of a dado below glazing and a centrally located entry. The proponents comments regarding the entry being set into a truncated recess are noted and supported.

4.3.3 Siting**Front Setbacks**

All new commercial development is required to have a zero setback to the street and be parallel to the street.

The proposed development is consistent with the design guidelines.

Car Parking

No car parking is to be provided in front of the building.

The proposed development is consistent with the design guidelines.

4.3.4 Materials & Colours**Walls**

The proposed stone cladding for the front façade is consistent with the design guidelines which recommend a number of alternatives including local stone.

The proposed painted fibre cement sheeting for the side and rear walls is also consistent with the design guidelines.

Windows & Doors

Aluminium window and door frames as proposed are consistent with the design guidelines.

Roofing

Colorbond corrugated profile roofing as proposed is consistent with the design guidelines.

Gutters and Downpipes

The design guidelines specify quad or half round profile gutters for new places. The application proposes quarter round profile gutters. This is not supported and the gutter profile should comply with the recommendations of the design guidelines.

The design guidelines do not specify the preferred profile for downpipes. The traditional profile is round, however either round or rectangular/square profile downpipes would be supported.

Colours

Shale Grey Colorbond roofing is appropriate and consistent with the Shire's colour palette.

Dune to the painted fibre cement sheeting is also consistent with the colour palette.

White window and door frames are consistent with the colour palette.

The proposed colour scheme is supported.

5.0 SIGNAGE

As the proposal is for a new build, from a heritage perspective, there is no objection to the signage as proposed.

RECOMMENDATION/CONDITION

The proposal is supported subject to the bullnose profile verandah being replaced with a straight pitched verandah.

ATTACHMENTS

Nil

Disclaimer: ▪ The information in this document is provided as heritage advice only, and does not replace any formal application, referral or approval processes. ▪ The advice provided relates to heritage principles and impacts. It has been based on the information described in this document, and on the professional expertise of the Heritage Advisor. Unless otherwise noted, it does not relate to town planning, building code, structural or other issues, which will need to be considered by others, as relevant. ▪ No person or organization should use or rely on this document for detailed advice, or as the basis for formulating decisions or actions, without considering, and if necessary obtaining, relevant advice from other sources. ▪ The advice in this document should not be mistaken for, or used instead of, formal statutory advice provided by the Department Planning Lands & Heritage, the Heritage Council of WA or its Committees, or any other regulatory department or body. ▪ The Heritage Advisor has exercised care to avoid errors in the information contained in this document but does not warrant that it is error or omission free.

DEVELOPMENT APPLICATION ASSESSMENT REPORT									
DA No. P1258									
Address: Lot 547 (Hse 14) Macartney Street, York									
Proposal: Veterinary Centre									
MATTERS FOR CONSIDERATION - Planning and Development (Local Planning Schemes) Regulations 2015 – Clause 67									
a) The aims and provisions of the Scheme and any other relevant town planning schemes operating within the Scheme area.									
<p>The property is zoned 'Special Use' and annotated as Special Use 2 (SU2).</p> <p>CI 3.4 of the Scheme provides that no person shall use any land or any structure or buildings thereon, in a Special Use Zone except for the purpose set out for that land in Schedule 3 and subject to the conditions in Schedule 3.</p> <p>Schedule 3, provides that the special uses for SU2 are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 10%; text-align: center; vertical-align: top;">SU2</td> <td style="width: 5%; text-align: center; vertical-align: top;">2</td> <td style="width: 20%; padding: 5px;"> Lot 547, Cnr Neville St and Macartney St <i>AMD 10 GG 20/5/05</i> </td> <td style="width: 20%; padding: 5px;"> Uses permissible in the "Town Centre zone". Residential uses. </td> <td style="width: 45%; padding: 5px;"> <ol style="list-style-type: none"> 1. Development with frontage to Macartney Street to be developed for commercial uses or a mix of commercial/residential purposes. 2. All development within the site will comply with Council's Heritage Design Guidelines. 3. All development requires Council approval. 4. Any subdivision or development for residential purposes should: <ul style="list-style-type: none"> • Accord with the R20 code unless otherwise determined by Council; • Incorporate notification on title indicating that residential amenity may be affected by noise and vibration from the rail line; • Incorporate noise abatement measures to the satisfaction of the Council; and • Incorporate a buffer along the western boundary of the site. </td> </tr> </table>					SU2	2	Lot 547, Cnr Neville St and Macartney St <i>AMD 10 GG 20/5/05</i>	Uses permissible in the "Town Centre zone". Residential uses.	<ol style="list-style-type: none"> 1. Development with frontage to Macartney Street to be developed for commercial uses or a mix of commercial/residential purposes. 2. All development within the site will comply with Council's Heritage Design Guidelines. 3. All development requires Council approval. 4. Any subdivision or development for residential purposes should: <ul style="list-style-type: none"> • Accord with the R20 code unless otherwise determined by Council; • Incorporate notification on title indicating that residential amenity may be affected by noise and vibration from the rail line; • Incorporate noise abatement measures to the satisfaction of the Council; and • Incorporate a buffer along the western boundary of the site.
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<p>The development proposes to construct a new veterinary centre, which involves a variety of veterinary services including medicine, consultations, treatments, x-rays, hospitalisation of animals and surgery for animals and includes provision for the treatment of large animals onsite.</p>									

The development is consistent with the land use of 'Veterinary Centre' defined as:

"means premises used to diagnose animal diseases or disorders, to surgically or medically treat animals, or for the prevention of animals diseases or disorders".

A Veterinary Centre is an 'SA' use in the Town Centre zone which means that the use is not permitted unless the local government has exercised its discretion by granting planning consent after giving notice of the proposal.

Relevant objectives of the Town Centre zone (clause 4.9.1 of the Scheme) are:

- a) *to retain the town centre of York as the principal place for retail, commercial, civic, and tourist-oriented uses in the District*
- b) *to preserve the unique qualities of the town centre as a heritage place, including the conservation of existing heritage buildings, and to avoid development which will detract from those qualities.*
- c) *to ensure development complies with Design Guidelines adopted by the local government for the town centre.*
- d) *to encourage a high standard of development of commercial facilities to service the residents, the farming sector, tourists, and travellers.*
- e) *to encourage a high standard of landscaping in and around the town centre; the local government will undertake planting of shade trees in road reserves and public carparks where appropriate.*

A Veterinary Centre is a commercial use and the building has been designed to have frontage to Macartney Street.

The applicant currently operates an existing Veterinary Centre approximately 100m from the property at 148 Avon Terrace which will be relocated should this development be approved and implemented. Operation of this use, which adjoins buildings used for residential, retail and tourist accommodation has occurred without complaint. It is acknowledged that this proposed development is larger in scale than the existing Avon Terrace facility and proposes the treatment of large animals on site, however it is also acknowledged that the proposed development is on a substantially larger development site, and has increased separation from adjoining land uses, being located on a corner lot which is separated from adjoining properties by road reserves and a railway.

Provided that measures are put in place to ensure the amenity of adjoining properties and uses are maintained it is considered that the use is compatible with the objectives of the Town Centre zone and conditions of the Special Use No. 2 zone.

The development is located within the Central York Heritage Area. Assessment of the development against heritage guidelines is outlined further below.

Other Relevant Scheme provisions include:

4.5 Car Parking Requirements

Car Parking is required to be provided as per Schedule 4, which specifies that for a Veterinary hospital, clinic or surgery that four car parking spaces are required for every 100m² of Net Lettable Area.

The development will have a net lettable area of approximately 454m², which requires 19 bays to be provided. 22 bays have been provided which complies.

The carparking design allows for appropriate access and manoeuvring area and landscaping is provided which complies with the Scheme

5.1 Heritage Precincts and Places of Cultural Significance

The property is located within the Central York Heritage Area. Heritage Areas are adopted where planning controls are needed to conserve and enhance the heritage values and character of an area.

The Scheme requires that in considering any application for development approval within a heritage area,

that consideration is to be given to an adopted local planning policy. Assessment against Local Planning Policy: Heritage Conservation and Development is outlined in g) below.
b) The requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015
The Shire has adopted a draft Local Planning Scheme and Local Planning Strategy, which is awaiting approval by the Minister. The draft Scheme and Strategy does not propose any changes that affect assessment or approval of the development.
c) Any approved State planning policy.
<p><u>State Planning Policy 3.5 Historic Heritage Conservation</u></p> <p>The policy refers that local governments should adopt a policy setting out development provisions to conserve identified heritage areas and that for development within a heritage area consideration should be given to:</p> <ul style="list-style-type: none"> • Whether the development responds sympathetically to the heritage values of the area as a whole and that part of the heritage area in the vicinity of the proposed development; • Whether the siting, scale, style and form, materials and finishes of the proposed development responds sympathetically to the heritage values of the area; • The local planning policy for the heritage area including any places designated of heritage significance and the objectives and guidelines for conservation and enhancement of the heritage area; • Development within a heritage area should respect and complement the heritage significance of the area as identified in the local planning policy. A respectful design approach gives special consideration to the siting, scale, architectural style and form, materials and finishes of the proposed development in relation to its neighbours, without copying historic detailing or decoration. <p>The development has been considered in detail in g) below against the provisions of Local Planning Policy Heritage Conservation and Development.</p>
d) Any approved environmental protection policy under the <i>Environmental Protection Act 1986</i> section 31 (d).
Nil
e) Any policy of the Commission
Nil
f) any policy of the state
Nil.
g) Any local planning policy for the Scheme area
<p><u>LPP3 – Heritage Precincts and Places</u></p> <p>The property is located within the York Central Heritage Area. The place itself is of no significance to the heritage area, where the desired outcome for development or new building is that it must respond to the immediate historical context and overall heritage significance. The policy sets out development standards to ensure new development is consistent with these principles.</p> <p>The Shire's Heritage Advisor has provided a heritage impact assessment for the development</p>

which considers the development and its consistency with the Shire's policy. The heritage advisor is supportive of the development, subject to the bullnose profile of the verandah being replaced with a straight pitched verandah.

Considerations of the policy are summarised below.

Section	Comment
Scale & Size	<p>The proposed development is single storey with a wall height of 3.5m from and pitched roof of 7m from finished floor level.</p> <p>The proposed storage shed has a wall height of 3.5m and pitch of 4.66m from finished floor level.</p> <p>The scale of the development is consistent and appropriate within its surrounds which includes two storey development facing Avon Terrace (Westpac Bank and York Palace Hotel) with parapet frontages and the accommodation units on Macartney Street immediately adjacent the property which have a high-pitched roof with verandah. The proposed storage shed is of a scale and height compatible with the veterinary centre building.</p>
Form	<p>The overall form of the building includes a pitched roof with a pitch of 25, bull nose verandah with pitch of 10, central entry, vertical windows with architectural features to break up the frontage, dado underneath and street posts. The form is consistent with policy provisions with the exception that the entry is not recessed, and the verandah form is considered a replication of a traditional bullnose profile which is not consistent with provisions that new commercial developments should be simply treated, well-proportioned and detailed, though should not endeavour to copy history types in general. The heritage advisor has provided that a straight pitched verandah would be more appropriate.</p> <p>The applicant has provided justification for the bullnose profile advising that the use of straight pitched verandahs is more common than bullnoses on Avon Terrace, that there are other examples where a bullnose has been erected which would be 'replication' and that Macartney Street comprises little heritage character.</p> <p>The lack of central recessed entry is considered minor given the context of the development and is supported.</p> <p>A bullnose profile is recognised as a detailed traditional verandah type in the heritage area. New development is required to be sympathetic, but not replicate traditional forms such as verandahs so that heritage buildings can be easily distinguished from newer buildings. The policy also allows for re-instatement of traditional verandahs where it is based on archival evidence.</p> <p>The current verandah types on Avon Terrace, distinguish between those that are original and those that have been modified and allowing replications of traditional forms has potential to detract from the objectives of the policy. Given that the building is a new build, it is recommended that the heritage advisors' comments be supported, and a condition be included requiring the verandah to be modified to a straight pitched profile.</p> <p>It is noted that the clearance to the underside of the verandah is only 2.2m. The Building Regulations 2012 refer that an awning or verandah if it encroaches into a public place should be at least 2.75m above the surface of the road or the ground level of the public place. If the verandah/awning is to remain within the verge (refer comments on siting below), the height will need to be modified for compliance. The Shire's building surveyor has</p>

	advised there are no minimum height requirements for development within the property boundaries.
Siting	<p>The policy provides that development shall maintain a zero setback to the street. The walls of the building are setback 1.5m from Macartney Street, with verandahs extending 1.5m into the road reserve. The building walls are setback 4m and verandah setback approximately 1m from Neville Street.</p> <p>The setback is appropriate in its context, which is consistent with development located on the south side of Macartney Street. Although a truncation of 3m by 3m (4.24m) on the corner of Macartney Street and Neville Street will be required to be kept clear of development (low height landscaping will be permitted) for future road and utility needs. The verandah posts located centrally in the verge is also not support and should be relocated so that the verge is kept clear as a footpath area. These changes will be conditional on approval and will result in the building setbacks being slightly modified which is considered acceptable in the surrounding context.</p> <p>Car Parking is not located in front of the building and will have landscaping installed in between the parking and Macartney area.</p>
Materials and Colours	<p>Materials proposed are:</p> <ul style="list-style-type: none"> • Walls - Stone cladding and fibre cement sheeting; • Windows & Doors – aluminium in metal/silver finish; • Verandah columns – painted metal; • Roof – Colorbond – custom orb • The storage shed is to be constructed of colorbond in a trimwall profile • Gutters – quarter round profile. • Colours – the colour scheme involves a variety of local stone (wall), dulux gully (walls, shed and downpipes), shale grey (roof), colorbond cove (gutters and verandah columns/beams), <p>Proposed colours and materials are consistent with the policy provisions, with the exception of the shed wall being of a trimwall profile (not corrugated or mini orb as per the policy), gutter profile (policy provides it should be quad or half round profile), and the aluminium windows will be left silver (not box powder coated as per policy).</p> <p>The shed wall material is supported given it is at the rear of the building setback 17m from Neville Street which has been developed to function as a rear laneway. It is not anticipated to detract from the heritage values of the area. The aluminium windows are also supported by the heritage advisor given it is a new build which is well separated from other existing buildings identified as having significance. Gutter profiles are supported for the same reason.</p> <p>It is also recommended a condition of approval be included requiring the painted fibre cement to have the appearance of smooth render to the satisfaction of the Shire, to ensure it complies with policy provisions.</p> <p>The applicant has indicated that colours may change as the development progresses, and as such have been re-conditioned to allow for appropriate changes following approval.</p>

Detailing	<p>The façade of the development is appropriately articulated in a manner which is consistent with the streetscape and has included detailing which is appropriate to a new build.</p> <p>Details of lighting have not been provided and will be conditioned on approval to ensure it is consistent with policy provisions.</p>
Setting	<p>Footpaths and paved areas, other than rear car parks are to be brick paved, paved in red asphalt with a laterite aggregate or imprinted concrete in appropriate colours and designs. The development proposes paving of the footpath within the property, although has not specified the type of paving (policy requires brick paving).</p> <p>The car park is proposed to be red asphalt which is consistent with policy provisions. Materials for the crossover has not been specified, and the development does not indicate that construction of the footpath within the road reserve will be undertaken as part of the development.</p> <p>Construction of a footpath, or a contribution towards footpath construction will be conditional on approval and be required to be constructed to Shire specifications.</p> <p>The materials are generally consistent with the policy, although additional information is required (i.e confirm paving is to be brick) which will be conditional on approval.</p> <p>Proposed finished floor levels are less than 500mm which is appropriate and consistent with the policy.</p> <p>Approximately 30m of colorbond fencing is proposed on the Neville Street frontage, setback approximately 6m from Macartney Street. 1.2m high post and chain mesh fence is proposed on other lot boundaries, although is setback behind the car parking on the Macartney Street frontage.</p> <p>The policy provides that colorbond should be avoided on any street frontage, although may be used to fence back yards if its visual impact from the street can be limited. Most properties facing Neville Street have developed with facades to either Macartney Street, Avon Terrace or Christie Retreat, where frontages to Neville Street are treated as rear entries where the use of fencing of colorbond or similar is common. The use of a colorbond fence on Neville Street is supported. The chain mesh fence is consistent with policy provisions.</p>
Signage	<p>Two signs are proposed including:</p> <ul style="list-style-type: none"> • signage affixed to the gabled end of the façade. • 1.8m high free-standing signage, with frame size to be confirmed. <p>The proposed signage is considered discrete and compliments the building which is supported. The size and contents of the free-standing sign are referred to as 'TBC'. As such, the sign will be conditioned to comply with provisions of the Heritage Conservation and Development Policy and will not be permitted in the truncation area of 3m by 3m.</p>

LPP – Advertising Signage

The two advertising signs proposed are considered a 'wall sign' and 'pylon sign' under this policy.

The wall sign complies with the provisions of the policy. The 'pylon sign' does not comply with provisions of the policy relating to size and street and side setbacks. Although the provisions

relating to size conflict with those which apply to freestanding signs in Local Planning Policy Heritage Conservation and Development which prevails in the event of inconsistency.

The 'freestanding/pylon' sign is not setback 6m from the side street, although will be setback outside the truncation area of 3m by 3m (to be conditioned on approval), which is considered acceptable given the size of sign is of a reduced scale than the policy anticipates for 'pylon signs).

LPP – Developer Contributions for Road & Footpath Upgrading

Existing developed footpaths are present on the southern side of Macartney Street (concrete) and North side of Macartney Street (brick paved) from Avon Terrace to Neville Street.

The development will generate pedestrian movement to and from the town centre. In accordance with the policy if there is a need and nexus between the requirement for a footpath and the development, Council will seek a financial contribution or the applicant to undertake the necessary upgrading.

It is recommended that a condition be included requiring construction of the footpath in the verge fronting the property be developed to the specifications of the Shire ending at the proposed crossover to Macartney Street or a contribution be made to the Shire to cover the cost of construction of the footpath.

As Neville Street currently functions more as a laneway with minimal traffic and the development does not propose access directly onto Neville Street or Christie Retreat, no contributions or upgrading of these roads is justified.

h) Any structure plan, activity centre or local development plan that relates to the development

N/A

i) Any report of the review of the local planning scheme that has been published under the Planning and Development (Local Planning Schemes) Regulations 2015

N/A

j) In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the Reserve.

N/A

k) The built heritage conservation of any place that is of cultural significance.

See comments in g) above.

l) The effect of the proposal on the cultural heritage significance of the area in which the development is located.

See comments in g) above.

m) The compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development.

The built form of the development is considered compatible with surrounding development, although there are potential amenity issues which may be associated with the operation of a veterinary centre and presence of animals onsite such as noise, dust and odour.

The applicant has provided that hours of operation would be 8.30am to 5.30pm Monday to Friday

and from 9am to 12pm on Saturdays, and that outside of these hours emergency services would operate which is on an as-needed basis, and the vet would be on an on-call basis.

Small animals will be treated within the interior of the building and may be kept overnight as required as occurs within the current business operating at Avon Terrace. Sound proofing is proposed to be installed within the building as required and the applicant has provided that they will be consulting with energy and acoustic consultants to provide a compliant design for submission at the building permit stage.

Given that the current use on Avon Terrace has operated without complaint and veterinary centres are commonly located in close proximity to other sensitive uses, officers are satisfied that sound proofing will be sufficient to manage potential noise impacts within the building, although will condition further details on approval to ensure that the insulation and sound proofing is carried out.

The applicant has provided that medical waste is disposed of via bulk cremation and deceased animals are placed in cold storage until they are disposed off via cremation offsite. A condition will be included advising that no cremation is to take place onsite without further approval. Other waste is disposed of in a normal manner, and the applicant has advised that there have been no issues with this practice in the past.

A horse holding area is also proposed at the rear of the building, where large animals including horses, donkey's, goats, sheep and alpacas would be seen to outside at the practice and may be housed in the paddock for short term observation if required. The applicant has provided the following regarding the treatment of large animals:

short term observation would vary from a period of several hours up to an overnight stay.

That it is unlikely that any more than one large animal would be on the property at any one time (has not occurred in the last twelve months), and that in 2019 97 large animal patients were seen across the year, with the remainder being on-farm visits. 10 patients (horses) in the last 12 months were admitted for overnight observation, hence it is very rare and that when admitted they would be regularly checked by the on-call veterinarian afterhours.

That it is envisioned that the rear paddock will be grassed and irrigated to ensure there is no dust.

That cattle would not be treated at the practice and would be seen on farm.

Manure from large animals in the outside paddock will be collected and disposed of off-site

There could be potential amenity impacts to nearby properties associated with the keeping of large animals such as visual, dust, odour (from manure), pests and noise. However, it is considered that potential impacts will be minimised, and/or can be appropriately managed given:

- The large size of the site (over 6000m²);
- that it is separated from adjoining properties by road reserves and railways);
- that the keeping of large animals is not constant, animals are monitored whilst onsite and overnight stays are infrequent.

To ensure that appropriate measures are put in place it is recommended the following conditions be included on approval:

- the erection of fence of a height of 1.8m to screen the horse holding area from Neville Street.
- A condition confirming that the stabling of large animals which is not associated with the diagnosing or treatment of the animal as part of the veterinary centre use is not permitted.
- A large animal management plan to the satisfaction of the Shire setting out measures to prevent amenity impacts on adjoining properties including:
 - Noise management, including minimising the number and type of animals permitted onsite at any one time.
 - Waste & Odour management;

<ul style="list-style-type: none"> ○ Dust management; ○ Pest management; and ○ Complaints management.
<p>n) The amenity of the locality including the following –</p> <ul style="list-style-type: none"> i) Environmental impacts of the development; ii) The character of the locality; iii) Social impacts of the development.
<p>No detrimental impacts on amenity anticipated from development, other than those discussed in m) above.</p>
<p>o) The likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource.</p>
<p>No adverse impacts are anticipated. A stormwater plan was submitted which is generally considered appropriate, although requires additional detail before it can be approved, and will be therefore be conditioned on approval to allow this detail to be provided.</p>
<p>p) Whether adequate provision has been made for the landscaping of land to which the application relates and whether any trees or other vegetation on the land should be preserved.</p>
<p>Landscaping is proposed throughout the development on the Macartney Street frontage and within the car parking area. The development plans submitted include information on the type, location, number of plantings and associated infrastructure which is considered acceptable and is supported by officers.</p>
<p>q) The suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk.</p>
<p>There are no known issues.</p>
<p>r) The suitability of the land for development taking into account the possible risk to human health and safety</p>
<p>Subject to appropriate waste disposal and management of large animals, there are no known risks to human health and safety.</p>
<p>s) The adequacy of –</p> <ul style="list-style-type: none"> i) the proposed means of access to and egress from the site; and ii) Arrangements for the loading, unloading, manoeuvring and parking of vehicles.
<p>Access to the development is to occur via a crossover from Macartney Street where vehicles can access the car parking area and have rear access to the horse holding area.</p> <p>The proposed access to and within the property is appropriate and has been designed to accommodate vehicles with trailers/floats which will be associated with the use.</p> <p>Sightlines for the proposed crossover complies with the minimum sight distances as prescribed in the Australian/New Zealand Standard Parking Facilities Part 1: Off-Street Car Parking.</p>
<p>t) The amount of traffic likely to be generated by the development, particularly in relation to the</p>

capacity of the road system in the locality and the probably effect on traffic and safety.
<p>The applicant has provided that traffic is anticipated to be less than 10 vehicles per peak hour. The amount of traffic likely to be generated is considered 'low' which does not require additional information to be submitted.</p> <p>Macartney Street is of a suitable standard which has capacity to accommodate the additional traffic from the development.</p> <p>It is noted that Neville Street and Christie Retreat where it adjoins the development are of a gravel standard, where Neville Street does not have a trafficable width suitable for two-way traffic and Christie Retreat does not have a cul-de-sac construction. The development does not propose direct access to Christie Retreat or Neville Street and with access to and from the property via Macartney Street it is considered unlikely that the development will result in additional traffic on these roads which would generate a need for upgrading.</p>
<p>u) The availability and adequacy for the development of the following –</p> <ul style="list-style-type: none"> i) Public transport services; ii) Public utility services; iii) Storage, management and collection of waste; iv) Access for pedestrians and cyclists (including end of trip storage, toilet or storage facilities); v) Access by older people and people with a disability.
<p>The development will be connected to reticulated sewerage and water which is in proximity to the site.</p> <p>The development has been designed to accommodate disability access which will be assessed for compliance at the building permit stage.</p> <p>Pedestrian access will occur via Macartney Street, and a footpath will be required to be constructed in the verge to connect to existing constructed footpaths east of Neville Street.</p> <p>A bin storage area is proposed to be located to the rear of the building which will accommodate eight 240L bins. Draft Local Planning Scheme No. 3 requires bin store areas to be screened from roads and public areas. The provision of a screen fence on Neville Street as referred in m) above will provide such screening.</p>
<p>v) The potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses/</p>
<p>Nil.</p>
<p>w) The history of the site where the development is to be located.</p>
<p>No relevant history.</p>
<p>x) The impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals.</p>
<p>Nil. Subject to management measures being implemented relating to large animals onsite, no impact is anticipated.</p>
<p>y) Any submissions received on the application</p>
<p>The proposal was required to be advertised. A notice was placed in the local paper, on the Shire's website and sent to landowners in proximity to the site.</p>

Two public submissions were received. One of these advised no objections or comments to make. The other provided support for the development, although raised safety concerns with the crossover locations proximity to the raised railway crossing may partially obstruct sightlines. The submitter recommended use of Neville Street or Christie Retreat as a safer option for access.

As discussed in s) above, sightlines for the proposed crossover are compliant with the minimum required. Whilst an increase distance to the railway would provide improved sight distance, provision of direct access onto Neville Street or Christie Retreat, are currently of a lesser standard which would be likely to require upgrading, which may be the full or partial cost of the applicant. As the sight distance is compliant with the minimum required, officers are recommending approval.

The Shire's Heritage Advisor was also consulted which provided support for the development subject to conditions relating to the verandah profile which is discussed in g) above.

za) the comments or submissions received from any authority consulted under clause 66

The proposal was sent to the Department of Health and Department of Primary Industries and Regional Development. The DPIRD advised no objection. The DOH advised no objection subject to the development connecting to scheme water and reticulated sewerage and having appropriate management plans in place to address any adverse impacts of human health.

The development proposes to connect to reticulated sewerage and water and a large animal management plan will be conditioned on approval.

zb) any other planning consideration the local government considers appropriate

Nil.

Avon Valley Motor Museum Association (Inc)

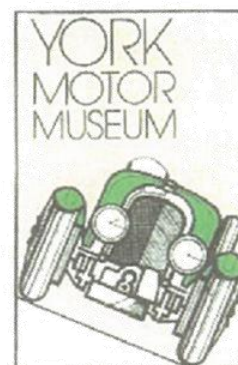
PO Box 119
York WA 6302

Phone :

Email :

Website : www.yorkmotormuseum.com

SHIRE OF YORK	
FILE	RS. VEC. 2
OFFICER	INITIALS
Darren	
03 FEB 2020	
518152	
REFERRED TO COUNCIL	
DATE	INITIALS



Shire of York
PO Box 22
YORK WA 6302

To Whom it may concern

Parking Vintage Vehicles outside the York Motor Museum

It has been brought to the attention of the Museum managers that parking a vintage vehicle outside the museum for display purposes for longer than two hours breaches the council bylaw for parking on Avon Terrace.

The museum does not plan on parking a vehicle on the street all the time but from time to time, if we have access to a suitable licensed vehicle, we would like permission to be able to use one of the parking bays for this purpose as it does impact trade in a positive way on Avon Terrace.

Request

That the shire authorises the museum management to park a vehicle, on occasions when a suitable vehicle is available, for extended periods during regular trading hours. A suitable "Permit" could be displayed in the vehicle for the benefit of informing the ranger.

Yours Faithfully

Julian Krieg
Chairman AVMMA Inc.
3 February 2020
ABN 19 729 811 234



SUPPORTED BY ROYALTIES FOR REGIONS

[illegible]



**AVON VALLEY MOTOR MUSEUM ASSOCIATION INCORPORATED – REQUEST FOR AN
EXEMPTION TO PARK A VINTAGE VEHICLE IN A 2 HOUR RESTRICTED PARKING BAY IN
FRONT OF THE MOTOR MUSEUM**

The Shire of York has received the above-mentioned request from the Avon Valley Motor museum Association (Inc)

That the Shire of York

In accordance with the following clause of the Shire of York Parking and Parking Facilities Amendment Local Law 2013 the shire can by council resolution grant such a request.

Part 3 - Parking Generally

3.1 Prohibition and regulation of parking by signs

The local government may by resolution prohibit or regulate by signs or otherwise the parking of any vehicle or class of vehicles in any part of the parking region but must do so consistently with the provisions of this Local Law.

The Council would like to hear from you regarding these request. Should you wish to comment on this proposal you may make a submission in writing to;

Chief Executive Officer
Shire of York
PO Box 22, York WA 6302

or by email to records@york.wa.gov.au by 4.00pm on 20 March 2020.

From: Records
Sent: Thursday, 19 March 2020 2:35 PM
To: Darren Wallace
Cc: John Goward
Subject: FW: I179150 - RS.VEC.2 - Avon Valley Motor Museum Request
Attachments: img-319141456-0001.pdf

SynergySoft: I179150 - RS.VEC.2

From: Chris Giles
Sent: Thursday, 19 March 2020 2:17 PM
To: Records <records@york.wa.gov.au>
Cc: Diane Robertson-Smith
Subject: I179150 - RS.VEC.2 - Avon Valley Motor Museum Request

To the Chief Executive Officer

Further to the attached – Parking Request submitted by the Avon Valley Motor Museum to the York Shire.

I have consulted with the Chair of our Board and we are happy to support this request being granted.

Regards

Christopher Giles | Customer Relationship Officer

York Community Bank [Branch of Bendigo](#) Bank

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Bendigo and Adelaide Bank Limited ABN 11 068 049 178

John Goward

From: York Motor Museum <yorkmotormuseum@gmail.com>
Sent: Thursday, 19 March 2020 3:15 PM
To: John Goward
Subject: Parking bays at front of Museum

Good afternoon John,

Just a quick note to confirm the use of the parking bays to the front of the Motor Museum at 116 Avon Terrace to be changed from a horse and carriage stop to the parking of vintage and/or veteran cars for display on occasions.

Regards

Gary Byfield
Manager
York Motor Museum
0414 885 338
www.yorkmotormuseum.com



Imagine York

2020 - 2030

STRATEGIC COMMUNITY PLAN

Draft adopted for consultation 28 April 2020

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EMPATHY RESPECT COURAGE

MESSAGE FROM THE PRESIDENT

Welcome, on behalf of Council, to this draft Strategic Community Plan.

Recent events created a new and different impetus in the course of the major strategic review. The COVID-19 pandemic will cast a long shadow over our community and now, more than ever, is a time to take stock, reassess priorities and re-shape our plans.



Many members of the community contributed to the strategic review and we got a clear picture of the community's vision and priorities. That remains our guide in prioritising strategic investments and strengthening our partnerships with the community and funders.

At the same time, we need to make critical decisions to respond to the COVID-19 pandemic and support our community's immediate needs. These decisions (such as our hardship policy and a rates and charges freeze in 2020/21) will have long term impacts on the Shire's long-term financial position.

We are still in the midst of considerable uncertainty as we present this draft plan for community consultation. We do not know exactly what the impacts will be or how long the recovery will take. The draft plan errs on the side of caution, while not losing sight of our 'true north'. We will continue to exercise strong and diligent financial management and responsible guardianship of the community's assets, while maintaining services and pursuing positive growth and development for our District.

We are calling on the community to scrutinise the priorities in this draft plan. Let us know if you think we have got it right or need to adjust.

This will take all of us to work together for our shared vision. There will be setbacks and sacrifices, but also opportunities and victories. We may not always agree, but this is a time to look forward and be united in our indomitable community spirit and our values of empathy, respect and courage.

Cr Denese Smythe
President, Shire of York President

EMPATHY RESPECT COURAGE

INTRODUCTION

The Strategic Community Plan sets out the community's vision and priorities for the future, and the key strategies we will focus on to achieve our aspirations. The purpose of the plan is to:

- guide Council's medium-term plans and annual budgets
- provide the basis for working with our community and partners to achieve the vision
- provide the basis to pursue funding by demonstrating how projects align with the aspirations of our community and the strategies outlined in the plan
- provide a framework for monitoring progress

This plan was reviewed by Council in 2019/20 as part of the Integrated Planning and Reporting cycle (shown in the planning cycle diagram on page 5). The draft plan was adopted by Council on 28 April 2020. It will be open for public comment until the 29 May 2020. Following community feedback, the plan will be finalised and adopted by Council by the end of July 2020.

It will be reviewed again in 2021/22. This is scheduled to be a minor review. However, depending on the circumstances at the time, a more substantial review and community engagement may be required.

Context

The Strategic Community Plan has been prepared in unusual circumstances. Not long after the community engagement, the COVID-19 pandemic emerged. To avoid an overwhelming health crisis, the Australian Government acted to reduce the spread of the virus. This entailed social distancing provisions and the shutting down or curtailing of a large number of businesses.

The strong measures had the effect of bringing the virus under control (at the time of writing), however the economy has taken a severe hit with many businesses under enormous pressure or closing (temporarily or permanently) and many people losing all or part of their jobs (again temporarily or permanently). The Federal and State Governments have instituted very large relief and stimulus packages in an attempt to stave off a major depression.

Local government is being called upon to play its part. Most if not all local governments in Western Australia have already announced rates and charges freezes for 2020/21 (please see note on this below). The Shire of York is no exception. A range of more immediate hardship measures have also been implemented.

There will be three overlapping phases in the period of this plan. The first is the response phase (the one we are in as this plan is being finalised). The response phase is focused on preventing the spread of COVID-19 and supporting community members and businesses with the impacts of that.

The second phase is the recovery phase. It will be signalled by the lifting of restrictions and the ability to progressively resume social and business activity. It will not be back to life exactly as

 EMPATHY RESPECT COURAGE

it was before the pandemic. There will be some irrecoverable losses. But there will also be positive changes. Some things that have become normal in the response phase will continue. This period will be focused on getting back on our feet.

The third phase is the regeneration phase. There will be new ideas and opportunities. This period will see resilient communities create new pathways and thrive.

This is an overarching plan for all three phases. More detail for the next 1-4 years will be in the Corporate Business Plan. Note that there is still considerable uncertainty about the duration and impact of the COVID-19 pandemic. We are not sure exactly what our resource base will be or what circumstances our community will be facing. But what we do know is:

- we will ensure the community's vision drives the long-term direction and resource allocation of the Shire
- we will incorporate and responsibly manage the response and recovery periods and, to every extent possible, will ensure that our decisions for the short-term and medium-term are consistent with the vision

To that end, Council has adopted specific decision-making criteria over this time (see page 18).

IMPORTANT NOTE ON RATES FREEZE 2020/21

The Shire of York has announced a freeze in the rate-in-the-dollar for 2020/21, in light of the impact of the pandemic on the incomes of many businesses and residents.

Most people will make the reasonable assumption that this means their rates will be the same as 2019/20. Please note that this is not necessarily the case as explained below.

What each property pays is determined by the value of the property as a share of the total value of all properties in the district. What that means is that if the total rates requirement stays the same and the property values stay the same, everyone's individual rates will stay the same.

However, in the 2020/2021 financial year the Valuer General of Western Australia, under the Valuation of Land Act 1978 (the VLA) will be implementing a property revaluation for all land classified as Unimproved Value (UV). The State Government, following requests from local governments across the state, has declined to postpone the revaluation. This means that local government cannot keep the rates the same for every property, unless there is no change in relative property values. Each property will now go up, down, or stay the same, in accordance with its new share of the total value of all properties in the district.

Note that properties classified as Gross Rental Value (GRV) are not affected by this in 2020/21. Revaluations occur at different times for different Shires. The next GRV revaluation for York is scheduled to take effect in 2021/22.

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Goals and Priorities in this Plan

The goals and priorities have been tweaked since the last Strategic Community Plan, reflecting the results of the engagement process (see the Community Engagement section). By and large, the community is seeking further progress on a clear and consistent path towards its vision.

GOAL 1: THE PLACE TO BE

To be a close-knit community, full of life, in a welcoming and accessible place for all

PRIORITIES

- Engage children and young people in their place and future
- Increase disability access and seniors' services
- Support community-led development

GOAL 2: DRIVING THE YORK ECONOMY FORWARD

To have a vibrant, diverse and prosperous local economy which creates local jobs, business opportunities and a positive image for the Shire

PRIORITIES

- Support tourism and business development

GOAL 3: A LEADER IN SUSTAINABLE ENVIRONMENT

To be a place which is renowned for the quality of its natural environment, the astounding beauty of the landscape, and the care taken by the community

PRIORITIES

- Improve the ecology and enjoyment of the river

GOAL 4: BUILT FOR LIFESTYLE AND RESILIENCE

To have a built environment which supports community, economy and the environment, respects the past and creates a resilient future

PRIORITIES

- Upgrade roads and complete footpaths network
- Enhance streetscapes with a focus on trees
- Revitalise Avon Terrace and preserve heritage

GOAL 5: STRONG LEADERSHIP AND GOVERNANCE

To have effective and responsive leadership and governance, where a sense of collective purpose and shared direction combine to work together

PRIORITIES

- Continuous improvement of community engagement
- Explore establishment of a contemporary, accessible Council Chamber
- Continuous improvement of governance

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Integrated Planning and Reporting Framework

The Western Australian Integrated Planning and Reporting Framework is shown in the diagram below. The idea behind the framework is to ensure that the Council's decisions take the community's aspirations into account and deliver the best results possible within available resources. The Strategic Community Plan sets the scene for the whole framework, showing the long-term vision, priorities, objectives and strategies for change.

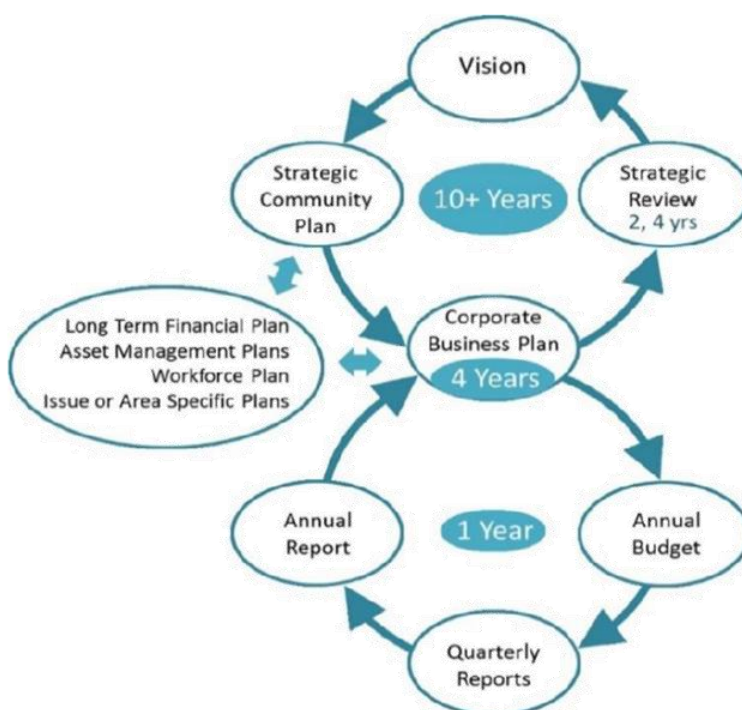
THE PLANNING CYCLE

The Strategic Community Plan is a ten-year plan. However, it is not fixed for ten years – it would be long out of date by then. Rather, it is a “rolling” plan which is reviewed every two years, as shown in the figure below. The two-yearly reviews alternate between a minor review (updating as needed) and a major review (going through all the steps again). The plan is continuously looking ahead, so each review keeps a ten-year horizon.

The detailed implementation for the first four years is covered in the Corporate Business Plan. The Long Term Financial Plan, Asset Management Plans and Workforce Plan show how the Plan will be managed and resourced.

The Annual Budget relates to that year's “slice” of the Corporate Business Plan, with any necessary adjustments made through the Annual Budget process.

Figure 1: Integrated Planning and Reporting Cycle



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COMMUNITY PROFILE

Overview

The Shire of York is a Local Government Area in the Wheatbelt region of Western Australia - one of the major wheat producing areas in Australia. The Shire of York covers an area of 2,131km², and is bounded by the Shires of Northam and Cunderdin to the north and northeast respectively, Quairading to the east, Beverley to the south, and Mundaring and Kalamunda to the west (see figure 2). The climate is Mediterranean with warm to hot, dry summers and mild wet winters.

Figure 2: Location of York



Population

The Shire, with the town sites of York, Gwambygine, Mount Hardey, Greenhills and Kauring had a total resident population of 3,606 in 2016¹, reflecting a modest overall increase of 210 residents (6.18%) in the five-years since the 2011 census (see table 1). The male:female ratio is approximately 50:50. Aboriginal and Torres Strait Islander people make up approximately 3.1% of the total population (ABS, 2016).

Table 1: Shire of York – ABS Census Population 2006 and 2011, and 2016

	2006 Census		2011 Census		2016 Census	
	York	WA	York	WA	York	WA
Total Population	3,116	1,959,088	3,396	2,239,170	3,606	2,474,410

Source: ABS Census 2006, 2011 and 2016

¹ Australian Bureau of Statistics (ABS), 2016 Census

 EMPATHY RESPECT COURAGE

The Shire's population was forecast to be 4,260 in 2026 in the Western Australia Tomorrow highest growth scenario². However, while the 2016 census saw York growing at close to the top end of the forecast, the projections have since been revised downwards³, to indicate minor population growth by 2031 (in the absence of interventions).

The Shire of York's age profile is considerably older than the corresponding WA averages. 44.3% of the population is aged over 55 years, compared to 25.4% for WA. Correspondingly, the Shire also has a much higher median age (51 years) than that of WA, which is some 15 years younger.

Correspondingly, there are gaps in the 15-34 year age groups (15.2% of the Shire's population) compared to the WA average of 28% – precipitated by the departure of residents in search of tertiary education and employment opportunities in larger centres (particularly Perth).

Economy

Agriculture (cropping and grazing) is the cornerstone of the Shire's economy, being the dominant industry by value and employment, with 136,100ha of agricultural land holdings generating approximately \$46.2M in production value per year. Cereal crops (particularly wheat) are the most prevalent and valuable to the economy, followed by wool production. Other local industries include olive production.

Tourism also plays an important economic role, with over 170,000 visitors per year. Significant Aboriginal and built heritage contributes to York's unique history and identity. York was the first inland settlement in WA and is one of the best examples of a historic town in Australia. The town has 34 heritage listed sites on the State register and is recognised by the National Trust as a Historic Town. This is a unique and significant competitive advantage.

The daytrip market dominates tourism activity (79%), reflecting the town of York's proximity to Perth (97km). Other key assets to York's tourism market potential comprise adventure, natural amenity and festivals.

The unemployment rate for the Shire was 5.9% in 2016 and is noted to have declined steadily in the 10-year period until 2011. The Shire's 2016 unemployment rate, while slightly higher than in 2011, was below the state-wide average of 7.8% (ABS, 2016).

HOME OWNERSHIP AND HOUSEHOLD INCOME

Home ownership is relatively high in the Shire. 44.7% of homes are owned outright, compared to the WA state average of 28.5%. Conversely, the Shire has lower percentages of homeowners with a mortgage (30.8%) and people renting (20.3%) when compared to WA averages (39.7% and 28.3% respectively) (ABS, 2016). On the other hand, median weekly household income is lower in the Shire (\$1,024) than the WA average (\$1,595). The Shire is a relatively low-income community reflecting, in part, the age profile of the Shire (ABS, 2016).

² Western Australia Tomorrow: Population Report No. 10, 2016 to 2026 – Forecast Profile

³ Western Australia Tomorrow: Population Report No. 11, 2016 to 2031 – Forecast Profile

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COMMUNITY ENGAGEMENT IN DEVELOPING THE PLAN

Process

The Shire of York undertook community engagement in early 2020 as part of its major strategic review. The key steps in the process are shown in figure 3.

Participation

There was a total of 335 participants, representing approximately 9.3% of the population. This is a slight over-estimate, as some community members participated in more than one engagement opportunity. As is common in self-selecting general population engagement, males and young people were under-represented. Around 25% of participants were business owners.

Table 2: Participation in Imagine York 2020

Engagement opportunity	Number of participants
Australia Day events	96
Community survey	185
Community workshops	54
Total	335

Figure 3: Community Engagement Process "Imagine York 2020"



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Results

WHAT THE COMMUNITY LOVES MOST ABOUT THEIR DISTRICT

The combined results show that the top three things that community members love about their district are:

- heritage
- country but near city
- community feel

Heritage – encompassing buildings, Aboriginal and non-Aboriginal history, storytelling etc – came across as by far the most loved aspect of the district.

Figure 4: What the community loves most



WHAT STANDS OUT THE MOST ABOUT YORK

Figure 5: What stands out the most about York



 EMPATHY RESPECT COURAGE

COMMUNITY VISION ELEMENTS

The community's core vision elements are:

- known as WA's first inland town
- much loved, looked after and enjoyed Avon river
- a place that is easy to get around for everyone
- a thriving economy based largely in tourism and agriculture with jobs for all, providing a future for young people
- restored and thriving town centre, showcasing York's iconic heritage
- festivals and events that draw people in – locals and visitors alike
- a replenishing natural environment - whether in contemplative or more adventurous pursuits
- weaving of the culture and history of the Ballardong people as an integral part of life and the future

Figure 6: Community vision elements



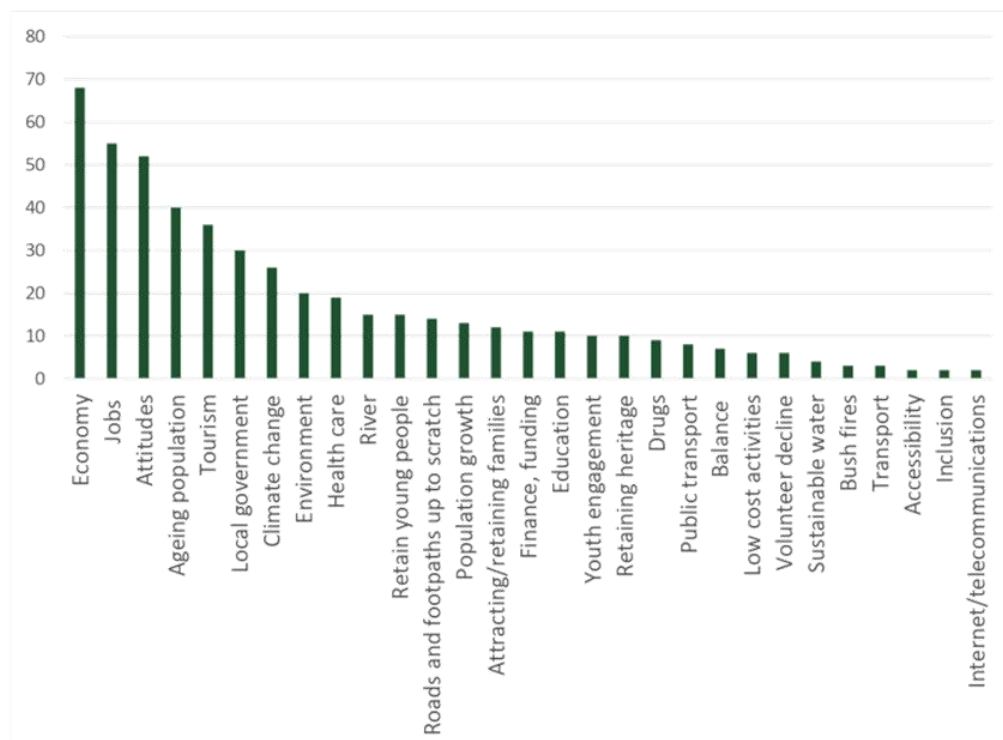
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TOP THREE CHALLENGES

- economy
- jobs (with a significant focus on jobs for young people)
- attitudes (in the community)

Figure 7: Top three challenges



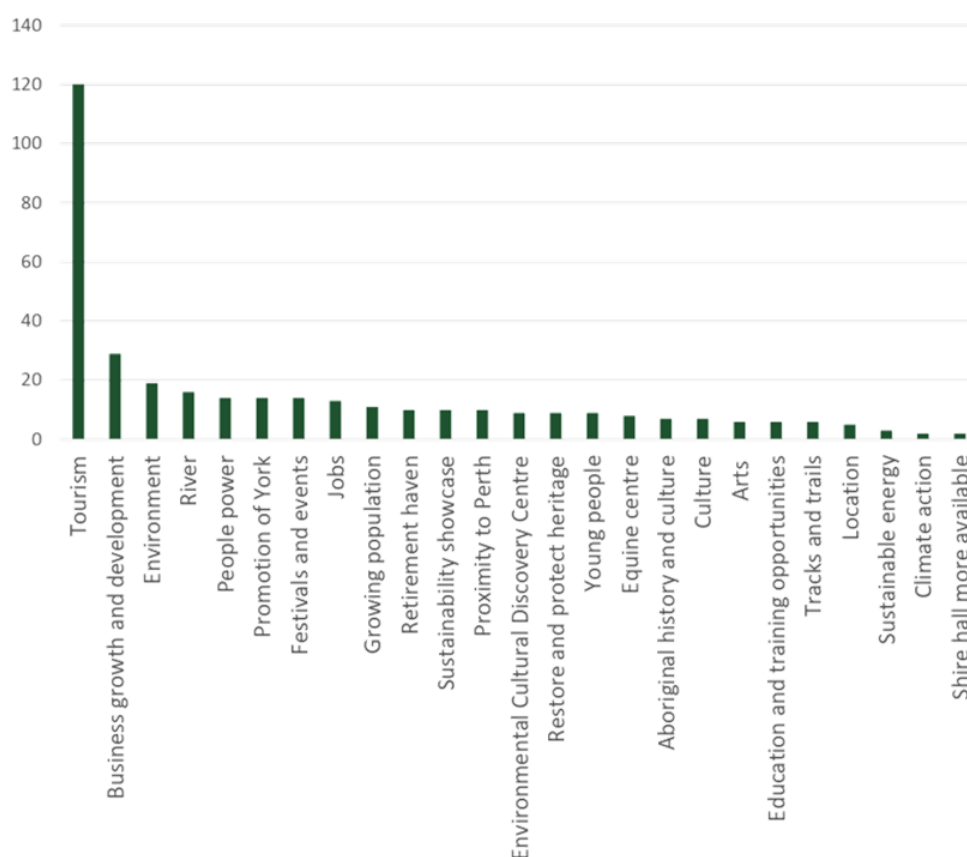
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TOP THREE OPPORTUNITIES

- tourism (specifically)
- business growth and development (generally)
- environment

Tourism was mentioned four times more often than the next highest item. The river was a close fourth on the opportunities. Some of the environment mentions included reference to the river.

Figure 7: Top three opportunities



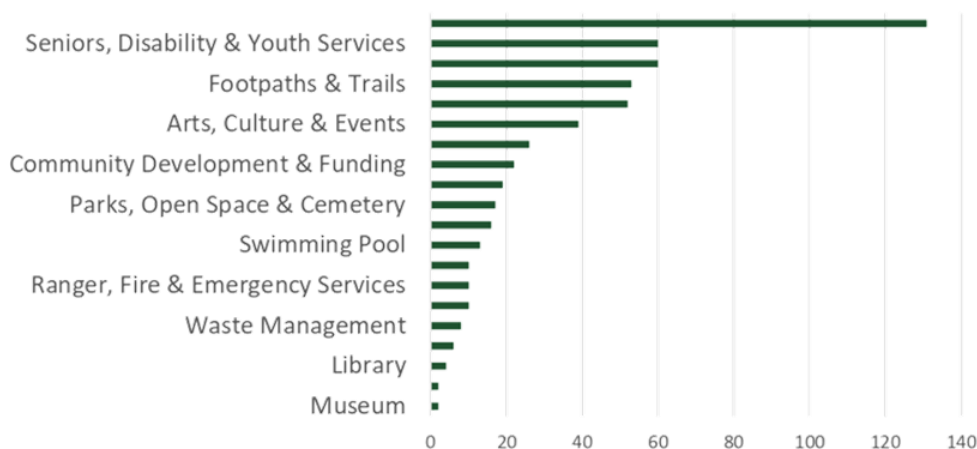
MOST IMPORTANT AREAS OF FOCUS FOR THE NEXT FOUR YEARS

- economic development, tourism and visitor information services
- seniors, disability and youth services
- environmental management

“Economic development, tourism and visitor information services” was mentioned twice as much as the next highest rating item.

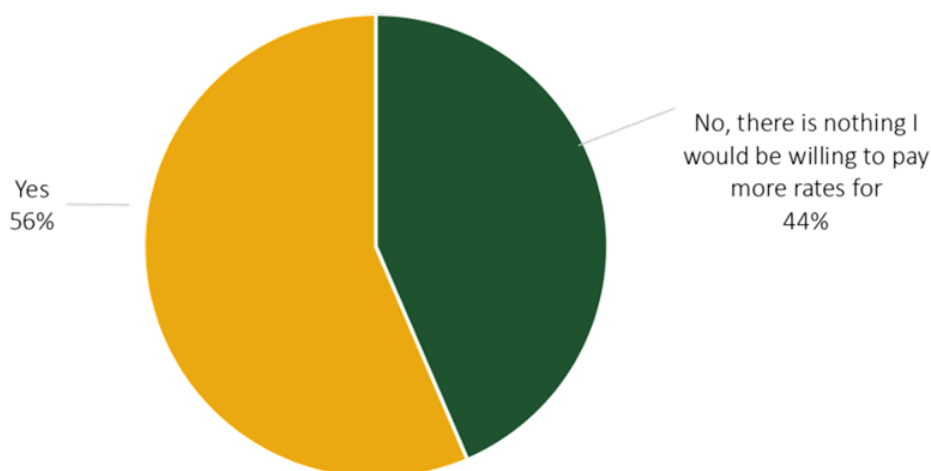
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Figure 8: Most important focus for the next four years



WILLINGNESS TO PAY MORE RATES FOR SOMETHING

Figure 9: Willingness to pay more rates for something



56% of participants were willing to pay a modest amount more in rates, as long as it was spent on (top 3):

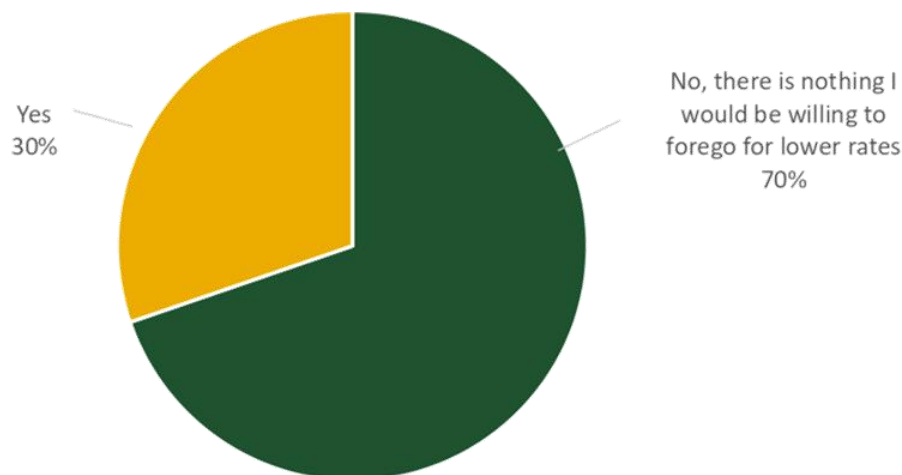
- river/town pool/Avon park
- footpaths
- roads

It is interesting to note that while the presentation of the Town Centre and the health of the business community is of high importance to the community, these are not items that rated highly in the specific examples given. On the other hand, the “river/town pool/Avon park” item was seen by many as vital for both the direct wellbeing of locals and the visitor economy.

 EMPATHY RESPECT COURAGE

WILLINGNESS TO FOREGO SOMETHING FOR LOWER RATES

Figure 9: Willingness to forego something for lower rates



Less than a third (30%) of participants were willing to forego something for lower rates. Many of the specific ideas proposed were not service level reductions, but people's beliefs that it should be possible to deliver the same or better services for a lower cost.

SHIRE'S MOST IMPORTANT ROLE IN IMPROVING THE EXPERIENCE OF LIVING IN YORK

The Shire's most important role in improving the experience of living in York is:

- services activities and amenities
- focus on growth
- good governance

"BIG IDEA" TO IMPROVE YORK OVER THE NEXT TEN YEARS

The highest rated "big idea" for the next ten years was improved streetscapes.

ONE LOW COST IDEA

The single biggest mention for "one low cost idea" was "community clean ups/planting/busy bees"

 EMPATHY RESPECT COURAGE

THE COMMUNITY'S VISION AND PRIORITIES

COMMUNITY VISION

We are WA's first inland community

The treasured Avon river is at our heart

The Shire is easy to get around for everyone

Our tourism and agricultural based economy is thriving,
providing jobs for all and a future for our young people

The town centre is renowned for its iconic heritage and hosts
festivals and events that draw thousands of visitors per year

The natural environment replenishes the soul and we embrace
the culture and history of the Ballardong people as an integral
part of life and the future

PRIORITIES

Support tourism and business development

Upgrade roads and complete footpaths network

Enhance streetscapes with a focus on trees

Revitalise Avon Terrace and preserve heritage

Improve the ecology and enjoyment of the river

Engage young people in their place and future

Increase disability access and seniors' services

Support community-led development

Continuous improvement of community engagement

Explore establishment of a contemporary, accessible Council Chamber

Continuous improvement of governance

EMPATHY RESPECT COURAGE

ACHIEVING THE VISION

The Shire's Roles

Local governments operate under Statute but also with some discretion. The primary roles the Shire has are:

DELIVERY OF FACILITIES AND SERVICES

This includes delivery of facilities such as parks and gardens, roads, footpaths, drainage, waste management, sport and recreation facilities, cultural facilities such as the museum and library, events, community grants, and support for community groups. Some of those services are based on infrastructure, for instance parks and playgrounds, roads and buildings. Maintenance and renewal of those infrastructure assets is a vital part of the Shire's service delivery role. Some services are non-asset based, such as provision of events, management of waste and delivery of social services such as childcare, aged care and library services.

REGULATION

Local governments have specific regulatory responsibilities that are vital for community wellbeing. For example, they have a regulatory and enforcement role in public health (e.g. licensing and monitoring food premises), the appropriateness and safety of new buildings, and the use of land. These areas are subject to regulation to ensure a minimum standard is adhered to, as well as to minimise the potential to impose costs or adverse effects on others (e.g. food poisoning, injuries or hazardous activities too close to population). Balancing the rights of those wishing to operate and the rights of those who may be affected or consider themselves to be affected can be delicate.

FACILITATION

In some cases, the Shire enables or facilitates services to be provided by others or in partnership with the Shire rather than directly providing or funding the service (for example facilitating community care efforts through volunteer programmes etc).

INFLUENCE AND ADVOCACY

Influencing the decisions of others who do or can contribute to positive community outcomes in the Shire is an important role. Advocacy to regional agencies and the State Government for recognition, funding, or policy support is a good example of this role. The Shire can also have an advocacy role in statutory processes, such as before the Western Australian Planning Commission, on matters of strong interest to the community.

CIVIC LEADERSHIP

Good governance and leadership can play a central role in signalling community confidence in its future, attracting people to the Shire and the town, and positioning the community to leverage external funding and investment.

 EMPATHY RESPECT COURAGE

Council Decision-making criteria

As mentioned in the context section, Council has adopted specific decision-making criteria to reflect the principles it is following over this extraordinary time. These don't replace the existing criteria (shown below), rather they are an overlay in recognition of the high degree of uncertainty and the inevitable requirement for adapting the plan while in progress.

RESPONSE AND RECOVERY CRITERIA

- Have and show care for the circumstances of residents and businesses
- Continue to take vision and strategic direction/priorities into account and target initiatives that will leave the business and wider community better off in the long run, not just the short run
- Take funding opportunities into account
- Ask the community to input into significant decisions as the situation evolves
- Consider both local government and community levers to activate enterprise (new and existing businesses; exchange of goods and services), including business and community leadership
- Utilise spare capacity where possible (people, buildings etc)
- Continue to exercise risk management, financial responsibility and wise stewardship of assets

EXISTING CRITERIA

Is it consistent with our culture?

How well does the option fit with our culture, the valued social and physical character of the Shire, the way of doing things, organisational values?

How well does it fit our strategic direction?

Does the option help to achieve our vision and strategic priorities?

Who benefits?

Are we ensuring an equitable distribution of benefits in the community?

Can we afford it?

How well does the option fit within our long term financial plan? What do we need to do to manage the costs over the lifecycle of the asset/project/service?

Does it involve a tolerable risk?

What level of risk is associated with the option? How can it be managed? Does the residual risk fit within our risk tolerance level?

 EMPATHY RESPECT COURAGE

Goals, objectives and strategies for change

This section outlines the five goals for the plan and the Shire services that most directly contribute to each one. Each goal has several objectives feeding into it. These cover what the Shire will focus on over the coming decade. These objectives are not always things that the Shire is directly responsible for. In some cases, the Shire takes roles such as facilitation or advocacy (see page 17).

While many objectives will continue to be delivered in accordance with current activities and service levels, strategies for change in the short, medium and long term have been developed for the priorities identified by the community (see page 16 for a summary of the priorities).

1. THE PLACE TO BE

Goal: To be a close-knit community, full of life, in a welcoming and accessible place for all

Shire of York services which most directly contribute to this goal:

- | | |
|--------------------------------------|--|
| ■ Swimming pool | ■ Seniors, disability and youth services |
| ■ Recreation facilities and services | ■ Library |
| ■ Community halls and public toilets | ■ Museum |
| ■ Community development and funding | ■ Ranger, fire and emergency services |
| ■ Arts, culture and events | |

Objectives

- The community engages in a rich and varied program of arts, festivals and events.
- Ballardong culture is a respected and valued part of community life.
- The library and museum provide valued leisure, learning, and cultural enrichment experiences.
- York has ample opportunities and high participation in recreation and sport.
- Community groups, clubs and volunteering are a thriving, supported and integral part of the community.
- The community has places to gather, celebrate, play, plan and act together.
- Children and young people feel valued, safe and supported, with a strong sense of belonging.
- Older citizens feel valued, safe and supported, and that their wealth of knowledge and skills is useful to the community's future.
- Affordable, appropriate housing choice allows people to stay in the Shire through their lives.
- The Shire of York is known as a welcoming place to visitors and newcomers.
- There are few barriers to people accessing facilities, services and opportunities.
- Health, disability and family support services are accessible and locally provided where possible.
- The Shire and community take action to prevent bushfires and emergencies, while being prepared and capable to manage and recover in such an event.
- The Shire has a clean, nuisance free and safe living environment.

EMPATHY RESPECT COURAGE

Strategies for change

Engage children and young people in their place and future	
Current state	<ul style="list-style-type: none"> ■ Partnership with the Community Resource Centre (CRC) to develop programs and activities ■ Swimming Pool programming ■ Early Years Hub ■ Storytime ■ Development of skate park and redevelopment of Avon Park ■ Partnership with school to provide access to gym for at risk youth
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Skate Park complete and well-utilised ■ Increased place-making activities for young people ■ YorKIDS festival re-instated and funded ■ Increase digital communications content ■ To explore further: <ul style="list-style-type: none"> – Extended partnership with school – Engage with inter-agency youth committee (led by CRC) and consider how to progress youth leadership in the district, building on the existing Youth Council – Consider mechanism to support facilitation between Shire (pool, recreation centre, visitors centre, museum), hospitality providers and young people, supporting local work experience and jobs for youth (eg holiday work, after school programs etc) – Shire traineeship (possibly involving other businesses)
What we want to see by end June 2024	<ul style="list-style-type: none"> ■ YORKids is an annual event in the York event calendar ■ More experiences that attract and retain young families and teens ■ Positive feedback from this demographic ■ Other possibilities depend on previous stage
What we want to see by end June 2030	<ul style="list-style-type: none"> ■ York is a great place for children ■ Young people of York are engaged, have plenty of positive things to do and are valued contributors to community leadership
Increase disability access and seniors' services	
Current state	<ul style="list-style-type: none"> ■ Partnerships and support for local community groups to provide activities for seniors ■ Up to date Disability Access and Inclusion Plan (DAIP) in progress ■ An Access and Inclusion Advisory Committee of Council provides advice and input

EMPATHY RESPECT COURAGE

Increase disability access and seniors' services	
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Re-instatement of the Seniors Forum ■ Substantial progress on the actions contained in the access and inclusion audit ■ Implementation of the Age Friendly Community Plan and DAIP ■ Development of Public Health Plan in progress
What we want to see by end June 2024	<ul style="list-style-type: none"> ■ Seniors Forum is a funded biennial event ■ DAIP and Age Friendly Plans have been reviewed and updated
What we want to see by end June 2030	<ul style="list-style-type: none"> ■ The town is accessible for seniors and people with disability ■ The Community Survey results reflect satisfaction with the Shire's actions relating to seniors and people with disabilities

Support community-led development	
Current state	<ul style="list-style-type: none"> ■ Community sponsorship program in place ■ Currently work with local community development groups (CRC, police, high school, Early Years Hub) ■ Structure currently includes a 3 days per week position, but Project Officer has been focused on YRCC management transition and media and communications ■ Volunteer support and encouragement at Visitor Centre, Museum, Library
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Investigate gaps and needs (informed in part by COVID-19 Response and Recovery activities - YorKIND) to prioritise, plan, refocus and (re)allocate resources ■ Progress implementation
What we want to see by end June 2024	<ul style="list-style-type: none"> ■ Continued implementation and adaptation
What we want to see by end June 2030	<ul style="list-style-type: none"> ■ Clubs and community groups are well supported and operating at a high level ■ Community Survey results reflect satisfaction with the Shire's actions to support community-led development

EMPATHY RESPECT COURAGE

2. DRIVING THE YORK ECONOMY FORWARD

Goal: To have a vibrant, diverse and prosperous local economy which creates local jobs, business opportunities and a positive image for the Shire

Shire of York services which most directly contribute to this area:

- Economic development, tourism and visitor information services

Objectives

- People of working age are settling and staying in the Shire of York because of the lifestyle and opportunities it offers.
- The Shire's economic base provides for a range of employment opportunities, particularly in skilled and full-time jobs.
- Young people are connected to local industry.
- York is known for its business innovation and business growth support networks and systems, including strong local clusters in areas of local specialisation.
- The Shire's business community is resilient in the face of economic volatility and has the skills and support to enable long-term viability.
- Visitor based economic activity is flexible, resilient, innovative and flourishing, building on local strengths in heritage, events and festivals, arts, culture, nature, and adventure.
- There is sufficient, well-located land available for industrial, light industrial, mixed use and transport logistics activity.

Strategies for change

Support tourism and business development	
Current state	<ul style="list-style-type: none"> ■ Working relationship with Beverley, Goomalling, Northam, Toodyay to promote the Avon Region tourist brand ■ Provision of visitor information services ■ Annual calendar of events and festivals which are a mix of Shire and externally run events, balancing local and visitor orientation ■ Multi-year funding agreements in place with major event and festival organisers ■ Progressively rebuilding York's event town reputation (locally and intra-State) and exploring new avenues for contemporary experiences (eg adventure-based events)

EMPATHY RESPECT COURAGE

Support tourism and business development	
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Re-instatement of events after COVID-19, starting with a "Welcome Back" series of smaller-scale gatherings over several months to celebrate being together again (locals and visitors) ■ Launch of new brand and marketing in tandem with the Welcome Back series, signifying a restart with optimism for the future ■ Reactivation of events by groups that have funding on hold due to COVID-19 disruption ■ Work with event organisers to re-establish the annual events calendar (eg cycling, motorbikes etc) ■ Rebuild visitation by tour operators identifying York as a prime stop ■ Progress Trails Master Plan with Avon Park as the hub, including business case and funding support for trails on Mt Brown. Possible private trails development on Mt Bakewell (subject to Development Application process) ■ Work with local Ballardong people to develop cultural tourism opportunities in partnership with Bilya Koort Boodja, the South West Land and Sea Aboriginal Council, Regional Development Australia, Wheatbelt Development Commission, and others
What we want to see by end June 2024	<ul style="list-style-type: none"> ■ Strong and effective local tourism cluster, collaborating product development, marketing and visitor experience ■ More events attracted to York ■ Well-developed trails markets ■ Strong reputation - "there's always something happening in York" ■ York brand recognition is evident, within strengthening Avon Valley regional brand ■ Continued development of cultural tourism (see also goal 3) ■ Day trip visits expand into overnight/extended stay ■ Identify 1-2 more clusters, where York has competitive strength ■ New business and job opportunities
What we want to see by end June 2030	<ul style="list-style-type: none"> ■ Strong tourism sector built around intra-State market, providing business and employment growth ■ Diversified range of visitor experiences unique to York ■ Identified and highly valued trails network ■ Other clusters have successfully formed to collaborate for growth ■ Attraction of new residents, particularly of working age ■ Ballardong culture is respected and integrated into the town's experiences

EMPATHY RESPECT COURAGE

3. A LEADER IN SUSTAINABLE ENVIRONMENT

Goal: To be a place which is renowned for the quality of its natural environment, the astounding beauty of the landscape, and the care taken by the community

Shire of York services which most directly contribute to this area:

- Environmental management
- Waste management

Objectives

- The Avon River and the river edges are restored to health, have high levels of biodiversity and people can use and enjoy both.
- There is a high level of community involvement in environmental protection and restoration.
- The Shire's wildflower and at-risk habitats are protected.
- Sustainable water harvesting and conservation.
- Sustainable energy supply and use.
- Sustainable land use practices that minimise discharge of nutrients to the river.
- Sustainable waste management that minimises disposal to landfill.

Strategies for change

Improve the ecology and enjoyment of the river	
Current state	<ul style="list-style-type: none"> ■ Work with the River Conservation Society to remove feral animals and noxious weeds, and replant along the river ■ Bushfire risk mitigation works and access for emergency vehicles improved
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Identify role and priorities of the Shire in managing and improving river health and amenity and develop work program accordingly (including planting, weed and pest management, and drainage). ■ Identify where the Shire can work in partnership, facilitation or advocacy with others who also influence the health and amenity of the river (eg Ballardong leaders, Wheatbelt Natural Resource Management, River Conservation Society, Wildflower Society, Girl Guides Association, other community groups, landowners, community members, other agencies etc) ■ Include community days for clean-ups and riverbank planting etc as part of the community participation process (see goal 4) ■ Parks and Garden trainee to focus on this ■ In conjunction with River Conservation Society, completion of \$20,000 environmental grant to plant along the Avon River bank.

EMPATHY RESPECT COURAGE

Improve the ecology and enjoyment of the river	
What we want to see by end June 2024	<ul style="list-style-type: none"> Explore the development of an Environmental and Cultural Discovery Centre, led by a four-way partnership (River Conservation Society, Ballardong people, the Wildflower Society and the Shire), in conjunction with Bilya Koort Boodja. It would be a major project in terms of economic and tourism development also. If feasible, it is anticipated to be a 6-8 year process. The Shire, key organisations and community continuing to improve the health and amenity of the river.
What we want to see by end June 2030	<ul style="list-style-type: none"> The Avon River meets the community's vision of a natural waterway with a healthy regenerated ecology, which is valued and enjoyed by locals and visitors.

4. BUILT FOR LIFESTYLE AND RESILIENCE

Goal: To have a built environment which supports community, economy and the environment, respects the past and creates a resilient future

Shire of York services which most directly contribute to this area:

- Town planning, heritage protection and building control
- Shire buildings and leases
- Parks, open space and cemetery

Objectives

- Public and privately-owned heritage sites and buildings are adequately maintained and protected for the future.
- There is a high level of community involvement in heritage protection and restoration.
- The town of York's mainstreet looks prosperous and cared for at all times.
- New development is carried out at a scale and in style which retains, is compatible with and does not overshadow, the historic feel and heritage character of the town of York and other settlements.
- The scale, form and timing of development (including the release of development stages and the construction of infrastructure) is to an appropriate standard and minimises and avoids adverse effects and costs on the community and the natural and built environment.
- The town of York is known for its green and shady streets and parks - the coolest town in WA! - and its range of accessible urban and more natural environments.
- Drainage (stormwater) catchments are managed via a public network to an agreed community standard.
- Urban and rural roads, footpaths, cycle paths and trails are well-maintained and well-integrated, safe and reliable.
- Communications infrastructure has complete coverage, is reliable, fast and capable of supporting growing levels of demand, particularly business demand.

EMPATHY RESPECT COURAGE

Strategies for change

Upgrade roads and complete footpaths network	
Current state	<ul style="list-style-type: none"> Capital Works plan in place, with current spending of approximately \$2m on capital works per annum, assisted by external funding (Roads to Recovery and Regional Roads Groups) Approximately \$100k per annum spent on footpaths
What we want to see by end June 2021	<ul style="list-style-type: none"> Completion of Year 2 Road program Identify and attract increased funding for footpaths and roads, including COVID-19 response funding for roads program Concept, design and funding of shared use path connecting Henrietta St, Forrest St and school
What we want to see by end June 2024	<ul style="list-style-type: none"> Substantial completion of forward capital works program - first 5 years at a minimum Increased funding to support capital works program
What we want to see by end June 2030	<ul style="list-style-type: none"> Completed network of footpath and bike path networks Upgraded road network that meets the needs of the broader community (agriculture, tourism, local) Funding for heavy vehicle by-pass confirmed

Enhance streetscapes with a focus on trees	
Current state	<ul style="list-style-type: none"> Small infill program to replace street trees.
What we want to see by end June 2021	<ul style="list-style-type: none"> Development of a streetscape forward plan, including planting days, working with River Conservation Society and Wheatbelt Natural Resource Management, and source plants (including possible partnership with Wildflower Society) Seek expressions of interest for a community committee to lead (with support) an on-going community participation program for planting days (and a range of other activities as suggested in the community engagement) – allocate some event funding for this
What we want to see by end June 2024	<ul style="list-style-type: none"> Substantial implementation of the streetscape forward plan Strong community ownership generated by widespread interest in the progress of the plan and participation in the planting days
What we want to see by end June 2030	<ul style="list-style-type: none"> York is literally the coolest town in WA, due to its extensive tree coverage bringing down the temperature relative to other towns in its climate range and creating outstanding aesthetic appeal

EMPATHY RESPECT COURAGE

Revitalise Avon Terrace and restore heritage	
Current state	<ul style="list-style-type: none"> ■ Revitalisation grants as part of the York beautification program. Limited take up in the first round, but doubled in the second round, and some interest expressed in a third round ■ Rubbish bins replaced and added to Avon Terrace and in parks including interchangeable bin panels ■ Addition of new bench seats along Avon terrace ■ Refurbishment of telephone box on Avon terrace to complement Heritage streetscape ■ Heritage Christmas themed bin panels, life size Christmas cards and banners produced utilising Residency Museum images ■ Access and inclusion and parking improvements utilising revitalisation funding
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Activation of the Old Courthouse complex ■ Economic stimulus funding for Avon Terrace businesses ■ Consider a new round of revitalisation grants ■ Funding for earthquake mitigation works ■ Work taking place to improve the heritage amenity of the street ■ Trees planted as part of streetscape plan (see above)
What we want to see by end June 2024	<ul style="list-style-type: none"> ■ MOU in place with business and building owners regarding maintenance of main street facades ■ Continued investment in heritage restoration and maintenance ■ Continued investment in greening Avon Terrace ■ Options (including funding) for underground power investigated
What we want to see by end June 2030	<ul style="list-style-type: none"> ■ Avon Terrace is a jewel in the crown of York for locals and visitors

5. STRONG LEADERSHIP AND GOVERNANCE

Goal: To have effective and responsive leadership and governance, where a sense of collective purpose and shared direction combine to work together

Shire of York services which most directly contribute to this area:

- Community engagement and communications
- Advocacy and collaboration
- Democratic services
- Corporate services

EMPATHY RESPECT COURAGE

Objectives

- The Council supported by the administration is strategic, effective and informed in its decision-making.
- The Shire works in partnership and mutual respect with Ballardong leaders.
- There is a strong collective voice advocating on key issues of concern to the community.
- There are high levels of community engagement in decision-making.
- Communication between the Shire and the community is open, smart, efficient, and uses a range of methods including social media, is factually informative and makes use of collaborative community networks.
- The Shire has skilled, committed and effective staff working in a productive environment and a 'can do' culture.
- The Shire exercises responsible guardianship of the community's assets.
- The Shire's public finances are sustainable in the short and long-term.

Strategies for change

Continuous improvement of community engagement	
Current state	<ul style="list-style-type: none"> ■ Community Engagement policy in place ■ Website and Facebook page consistently updated ■ Instagram platform established but not yet fully utilised ■ Limited digital content available ■ Print and radio media used regularly ■ Community Survey undertaken every two years ■ Zoom platform currently used for Council meetings but public not yet invited to attend. Exploring equipment and platforms. Technology restricted due to building constraints
What we want to see by end June 2021	<ul style="list-style-type: none"> ■ Instagram platform activated and consistently updated with new content to attract new markets ■ Improve opportunities for the community to input in real time into significant decisions in between major planning processes ■ Investigate online community engagement and reporting tools (eg Engagement Hub or Bang the Table or similar) ■ Online activity for the community is integrated with marketing and promotional strategies for the visitor market where relevant and appropriate (see also goal 2) ■ Council meetings are video recorded and livestreamed

EMPATHY RESPECT COURAGE

Continuous improvement of community engagement	
What we want to see by end June 2024	<ul style="list-style-type: none"> Improved and well utilised community engagement tools and processes, with increased community input into major reviews (eg Strategic Community Plan) and key decisions in between reviews (eg on major projects etc) Increased participation in the biennial community survey Ready access to and uptake of opportunities to view Council meetings online
What we want to see by end June 2030	<ul style="list-style-type: none"> The Shire has kept pace with contemporary technologies Community survey shows increased satisfaction with the Shire's engagement with the community and participation in decision-making
Explore establishment of a contemporary, accessible Council Chamber	
Current state	<ul style="list-style-type: none"> The Council chambers are located upstairs in the heritage listed York Town Hall. Technology is restricted due to building constraints. There is limited space for a public gallery and accessibility is difficult. For meetings attracting more than 15 community members, the Lesser Hall must be used which has poor acoustics. Limited climate control. As noted above, it is currently not possible to livestream meetings Relocation of the library and using the existing library space for the Chambers has been identified as a solution
What we want to see by end June 2021	<ul style="list-style-type: none"> Identification of a preferred option for the relocation of the Library to an existing building (eg Old Courthouse, Old Convent Building) Development of agreed plans for the relocation of the Chambers to the current library space
What we want to see by end June 2024	<ul style="list-style-type: none"> A contemporary accessible Council Chamber has been established
What we want to see by end June 2030	<ul style="list-style-type: none"> All community members can attend or participate in Council meetings at the Council Chambers The Shire has kept pace with contemporary technologies and asset management to ensure a contemporary, accessible Council Chamber

EMPATHY RESPECT COURAGE

Continuous improvement of governance	
Current state	<ul style="list-style-type: none"> Progressive improvement of governance practices – over recent times this has included improvements in asset management, risk management and financial management
What we want to see by end June 2021	<ul style="list-style-type: none"> Initiate work on remaining gaps in Asset Management Plans (AMPs) – parks, drainage and bridges Stage 1 Reconciliation Action Plan undertaken (RAP)
What we want to see by end June 2024	<ul style="list-style-type: none"> Completion of parks, drainage and bridges AMPs Implementation of RAP and initiation of next stage Shire audit completed in water and energy use and waste Completion of Public Health Plan
What we want to see by end June 2030	<ul style="list-style-type: none"> Implementation of AMPs improvement plan Next RAP developed and in progress Leading by example in sustainability practices, particularly water, energy and waste Improvement in York's public health



EMPATHY RESPECT COURAGE

Asset Management and Capital Works

The Shire maintains a comprehensive Forward Capital Works Program, in alignment with its Asset Management Plans (AMPs). In turn, the Asset Management Plans follow the direction of the Strategic Community Plan and Corporate Business Plan. The works program is a major component of the Shire's Long Term Financial Plan (LTFP). It informs the LTFP and is then beholden to its financial constraints.

The last Strategic Community Plan identified two key issues with asset management generally. The first was that expenditure on renewals was insufficient to maintain the value of assets. The second was that the information for determining the required expenditure was not accurate enough.

The Shire has made significant progress on both fronts. Expenditure on renewals has been increased. Key ratios that the State Government uses to measure the Shire's performance with respect to asset renewals have improved.

The information for more accurate assessment of the requirements has also improved. There are three key remaining gaps which have been identified (see above) - drainage, parks and bridges AMPs. These will be filled in the medium term of implementing this Strategic Community Plan.

Establishing a drainage network design and investment plan is the first priority. As identified in the last Strategic Community Plan, drainage is a particularly high risk area for the Shire due to the risk of flooding. It is also a significant aspect of river restoration.

A summary of the ten year Forward Capital Works Program for roads, paths and drainage is shown in Appendix 1. This includes some of the highest priority areas for the community. The base year (2019/20) and the first five years of the plan are shown individually. The years 2025/26 – 2028/29 are grouped together. There are also other significant investments in buildings, facilities (including Avon Park and the swimming pool), and other asset categories, in progress or that will occur over the coming years.

Financial Implications

With a zero rates and charges increase for 2020/21, activation of hardship provisions, and uncertain grants funding, the long term financial implications are still being calculated at the time of consultation on the draft Strategic Community Plan.

The Shire will continue to apply sound financial management principles and vigorously pursue grant funding. It will consider its reserves and capacity to borrow, as part of a responsible approach to balancing the community's need for both relief and stimulus, while continuing to move forward in favour of its strongly held vision.

As further decisions arise in this regard, the Council will keep the community informed and provide timely opportunities for community input. A new Long Term Financial Plan will be prepared. In the meantime, the following assumptions are built into the plan.

EMPATHY RESPECT COURAGE

ASSUMPTIONS

Item	Assumptions								
Shire Population	Current (2016) 3606 Projected Minor growth by 2031 (in the absence of intervention)								
Property base growth	Conservatively estimated at 0.2%								
Interest rate (borrowing)	<i>10-year loan term</i> Rates for borrowings start at 1.85% increasing over the life of the plan to 3.08% <i>20-year loan term</i> Rates start at 2.59% increasing over the life of the plan to 3.67% Loan repayments within the plan are based on existing loan schedules. At this stage, the current draft has no proposed new borrowings. This may change depending on further decisions related to COVID-19 response and recovery actions. Note that it is possible WA will institute a pool for local government borrowing at extremely low interest rates as is starting to occur elsewhere in Australia.								
Local Government Cost Index (LGCI)	<p>This forecast was prepared by the WA Local Government Association (WALGA) in February 2020 (prior to impact of COVID-19). It will be revised again in May 2020.</p> <table><tr><td>2019/20</td><td>2020/21</td><td>2021/22</td><td>2022/23</td></tr><tr><td>1.6%</td><td>1.8%</td><td>2.7%</td><td>3.2%</td></tr></table>	2019/20	2020/21	2021/22	2022/23	1.6%	1.8%	2.7%	3.2%
2019/20	2020/21	2021/22	2022/23						
1.6%	1.8%	2.7%	3.2%						
Payroll	2.5% annually over four years to cater for EBA increases, and movement within levels for current workforce.								
Staffing levels	<p>There are no new positions in the plan, apart from:</p> <ul style="list-style-type: none">■ part time social media officer (contractor), to release the Community Development Officer to focus on their core role■ 6-month casual for Works (engaged 2019/20) to assist with COVID-19 recovery■ Parks and Gardens Trainee (offset by matched funding) <p>The following are the next highest priorities. They are unbudgeted and will only be instigated if resources allow:</p> <ul style="list-style-type: none">■ community development – youth■ other community development priorities (aged, sport and recreation, access and inclusion)								

EMPATHY RESPECT COURAGE

HOW WILL WE KNOW IF THE PLAN IS SUCCEEDING?

The indicators below will help Council and the community monitor progress towards achieving York's community vision and goals. Some of them are in the direct control of the Shire while others are less so. They are colour coded for ease of reference. The indicators in this plan are focused on the identified priorities. The Corporate Business Plan will focus on Service Performance Indicators across the board. The indicators have been tweaked in light of the refreshed goals and priorities.

Key: Local Government level of control/ influence:

High	Areas that are in direct control of local government.
Medium	Issues that local government does not control but can influence.
Low	Areas that local government neither controls nor is likely to influence but are of concern to the community and affect community well-being.
-	Not applicable (under development)

	Indicator	Current	Target
	GOAL 1: The Place to Be		
-	Young people's sense of belonging	New measure tbc	tbc
-	People with disability and older people's rating of accessibility of facilities, services and opportunities	New measure tbc	tbc
M	Percentage of the community that volunteers	25.5% (2016)	28.5% (Wheatbelt)
	GOAL 2: Driving the York Economy Forward		
M	Numbers using the York Visitor Centre	Increasing	Increasing
-	Perception of York as a destination	New measure tbc	tbc
L	Number of jobs in the Shire	2,704 (2017)	Increasing
L	Number of businesses located in the Shire	397 (2018)	Increasing
	GOAL 3: A Leader in Sustainable Environment		
-	Avon River planting	New measure tbc	tbc
-	Community participation in river care	New measure tbc	tbc
	GOAL 4: Built for Lifestyle and Resilience		
H	Number of priority roads with condition issues	Decreasing	Decreasing
H	Metres of sealed footpath in town	Increasing	Increasing
-	Number of street trees and trees in parks	New measure tbc	tbc
M	Number of unpainted buildings in Avon Terrace	Decreasing	Decreasing
	GOAL 5: Strong Civic Leadership and Governance		
H	Community satisfaction with engagement	Increasing	Increasing
H	Contemporary, accessible Council Chamber	-	Achieved
H	Completion of parks, drainage and bridges AMPs	-	Achieved

EMPATHY RESPECT COURAGE

	Indicator	Current	Target
	GOAL 1: The Place to Be		
-	Reconciliation Action Plan	New measure tbc as part of first RAP	tbc
-	Improvement in Shire's own water and energy use and waste	New measure tbc after audit	tbc
H	All asset management and financial ratios meet WA State Government minimum standards	All but Operating Surplus Ratio	100% compliance

EMPATHY RESPECT COURAGE

APPENDIX 1: FORWARD CAPITAL WORKS PROGRAM FOR ROADS, PATHS AND DRAINAGE

PROGRAM	ROAD	DESCRIPTION	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025–29
Roads to Recovery									
Complete	Greenhills South	Construct to Sealed Standard							
Complete	Waterfall Road	Seal for dust suppression							
2019/20 – 25/26	Mannavale Road	Reconstruction and Widening							
2020/21	Ashworth Road (gap)	Construct to Sealed standard							
2020/21 – 27/28	Quellington Road	Reconstruction and Widening							
2020/21 – 28/29	Rural Reseal	To Be Determined							
2026/27 – 28/29	Narraloggin	Reconstruction and Widening							
2028/29	Qualen West	Reconstruction							
		Total	\$ 396,868	\$ 396,868	\$ 396,868	\$ 396,868	\$ 396,868	\$ 406,789	\$1,627,156
Regional Roads Group									
Complete	Knotts Road	Reconstruction and Widening							
Complete	Goldfields Road	Reconstruction and Widening							
2025/26 – 28/29	Spencer Brook Road	Reseal							
2025/26 – 27/28	Talbot Road	Reconstruction and Widening							
2028/29	Talbot West	Reconstruction							
		Total	\$ 210,847	\$ 400,000	\$ 408,000	\$ 416,160	\$ 424,483	\$ 432,973	\$1,700,236
State Blackspot									
2020/21 – 22/23	Spencer Brook - York	Widening and Drainage Upgrade							
2023/24 – 28/29	To be determined								
		Total		\$ 100,000	\$ 102,000	\$ 104,000	\$ 106,121	\$ 108,243	\$ 455,060
				-\$ 66,667	-\$ 68,000	-\$ 69,360	-\$ 70,747	-\$ 72,162	-\$ 303,373

EMPATHY RESPECT COURAGE

PROGRAM	ROAD	DESCRIPTION	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025–29
WANDRRA									
Complete	Various locations	Cyclone Joyce cleanup							
		Total	\$336,000						
Shire Fully Funded									
2019/20 – 28/29	Various locations	Gravel Resheet – Bus Routes initial priority							
		Total	\$ 200,000	\$ 204,000	\$ 208,080	\$ 212,242	\$ 216,486	\$ 220,816	\$ 928,320
Urban Road Sealing									
2019/20 – 28/29	To be determined								
		Total	\$ 100,000	\$ 102,000	\$ 104,040	\$ 106,121	\$ 108,243	\$ 110,408	\$ 464,160
Rural Road Projects									
2019/20 – 23/24	Doodananging Road	Reconstruction and Widening							
2024/25 – 28/29	To be determined								
		Total	\$ 120,000	\$ 122,400	\$ 124,848	\$ 127,345	\$ 129,892	\$ 132,490	\$ 556,992
Safety Improvements (non-Blackspot) identified by Risk Audit									
2019/20 – 28/29	To be determined								
		Total	\$ 110,000	\$ 112,200	\$ 114,444	\$ 116,733	\$ 119,068	\$ 121,449	\$ 510,576
Tree Pruning									
2019/20 – 28/29									
		Total	\$ 120,000	\$ 122,400	\$ 124,848	\$ 127,345	\$ 129,892	\$ 132,490	\$ 556,992
Access and Inclusion (incorporated in paths from 2024/25)									
2019/20 – 23/24		DAIP priorities							
		Total	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		
Paths									
2019/20 – 28/29	See detail below								
		Total	\$ 105,000	\$ 107,100	\$ 109,242	\$ 111,427	\$ 113,655	\$ 163,655	\$ 688,012

EMPATHY RESPECT COURAGE

PROGRAM	ROAD	DESCRIPTION	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025–29
Bridge Renewal									
2019/20 – 28/29	Various								
		Total	\$ 85,000	\$ 86,700	\$ 88,434	\$ 90,203	\$ 92,007	\$ 93,847	\$ 394,536
Drainage Replacements and Upgrades									
2019/20 – 28/29	Various								
		Total	\$ 80,000	\$ 81,600	\$ 83,232	\$ 84,897	\$ 86,595	\$ 88,326	\$ 371,328
Shoulder and Table Drain Renewal									
2019/20 – 28/29	Various								
		Total	\$ 150,000	\$ 153,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000

Paths detail

Path	DESCRIPTION	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025–29
Ulster Road	Insitu Concrete							
Suburban Road	Red Asphalt							
Grey Street	Red Asphalt							
South Street	Brick Paving							
Georgiana Street	Red Asphalt							
Redmile Road	Insitu Concrete							
Broome Street	Brick Paving							
Henrietta Street	Insitu Concrete							
Ulster Road	Insitu Concrete							
Macartney Street	Red Asphalt							
Henry Road	Insitu Concrete							
South Street	Brick Paving							
Railway Street	Brick Paving							
Grey Street	Insitu Concrete							

EMPATHY RESPECT COURAGE

Paths detail cont'd

Path	DESCRIPTION	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025-29
Henry Road	Insitu Concrete							
Avon Terrace	Brick Paving							
Pool Street	Insitu Concrete							
Henry Road	Brick Paving							
Avon Terrace	Red Asphalt							
Henry Road	Red Asphalt/Insitu Concrete							
Avon Terrace	Insitu Concrete							
Newcastle Street	Insitu Concrete/Brick Paving							
Lincoln Street	Red Asphalt							
Northam Cranbrook	Insitu Concrete							
Railway Street	Insitu Concrete							
Ulster Road	Insitu Concrete							
Knight Street	Insitu Concrete							
New footpaths to be determined								

Draft STRATEGIC COMMUNITY PLAN


Public consultation period 1 – 29 May 2020

COMMUNITY FEEDBACK



Submission 1


Shire of York shared a post.


 May 4 ·

Council is pleased to release its Draft Strategic Community Plan 2020-2030 for public consultation. The Strategic Community Plan sets the future goals and plans to enable the Council to lead the community into the next 10 years.

Many members of the community contributed to the Imagine York 2030 consultation in February and we got clear advice from the community on its vision and priorities.

To ensure that we have heard accurately, we are calling on you to scrutinise the go... See More





YORK.WA.GOV.AU

News Story - Draft Strategic Community Plan for Public Consultation » Shire of...

Draft Strategic Community Plan for Public Consultation Published: Friday, 1 May 2020 at 4:56:44 PM Council is pleased to release its Draf...

1 Comment

 Like
  Comment

Such a great detailed outline of some of the discussions from Community Workshop we attended, I can't see anything missed to my memory, well done!

Like · Reply · 5w

 1

Submission 2

From:

Sent: Thursday, 14 May 2020 9:01 PM

To: Chris Linnell <ceo@york.wa.gov.au>

Subject: Draft Strategic Community Plan

Here are my comments:

- Vision for the future of York. I have recently moved to York, been here for 12 months. The Plan generally aligns with my vision. I am pleased to see support for

initiatives by the River Conservation Society to establish a facility that will be shared with other environmental, cultural interests. Also recognition of the importance of natural environment- ongoing improvement to the Avon River health and support for the planting of trees in the town of York and the shire generally.

- I do not feel qualified to comment on item 2

Thank you for the opportunity to comment.

Regards

Thank you Chris.

I have another feedback item which I overlooked during my review.

I was pleased to note that the ongoing planting of trees in the York Shire has been included. I believe that another very important item is the preservation of existing trees on public land and private land, in particular trees that have ecological importance and provide animal and bird shelter and food.

Submission 3

Mr Chris Linnell
Chief Executive Officer
Shire of York

Dear Chris,

Re: Shire of York draft Strategic Community Plan 2020-2030

In response to the question *Does the Draft Strategic Community Plan accurately reflect your vision for the future of York?*, please record a resounding YES! from me. I am gratified that the respondents recognized the importance of the environment, with the Avon River being one of the most frequently mentioned aspects.

I've copied the following Goals and Priorities from the Draft York Strategic Community Plan to reflect and illustrate this. I have been on the River Conservation Society Committee for nearly two years and have great respect for the members' initiatives with planting, caring for the Avon River and its surrounds, caring for the Reserves vested to them, and their willingness to take on any task for the betterment of the environment.

In addition, the RCS engages young people in many activities, especially during the term breaks. All of this augers well for making York a highly desirable place to visit, which in turn benefits York businesses.

GOAL 1: THE PLACE TO BE

To be a close-knit community, full of life, in a welcoming and accessible place for all

PRIORITIES

- Engage children and young people in their place and future

GOAL 2: DRIVING THE YORK ECONOMY FORWARD

To have a vibrant, diverse and prosperous local economy which creates local jobs, business opportunities and a positive image for the Shire

PRIORITIES

- Support tourism and business development

GOAL 3: A LEADER IN SUSTAINABLE ENVIRONMENT

To be a place which is renowned for the quality of its natural environment, the astounding beauty of the landscape, and the care taken by the community

PRIORITIES

- Improve the ecology and enjoyment of the river

With the proposed Environmental, Cultural and Discovery Centre, all the top three opportunities will be addressed. The next highly important decision will be the location of this proposed Centre, so that it is central to town, to the Avon River and to Avon Park, not only for the sake of the groups which are partnering in relation to their specific contributions, but also for accessibility to visitors to York (ie, Tourism).

TOP THREE OPPORTUNITIES

- tourism (specifically)
- business growth and development (generally)
- environment

Tourism was mentioned four times more often than the next highest item. The river was a close fourth on the opportunities. Some of the environment mentions included reference to the river.

MOST IMPORTANT AREAS OF FOCUS FOR THE NEXT FOUR YEARS

- economic development, tourism and visitor information services
- seniors, disability and youth services
- environmental management

56% of participants were willing to pay a modest amount more in rates, as long as it was spent on (top 3):

- river/town pool/Avon park

Improve the ecology and enjoyment of the river

What we want to see by end June 2024

- Explore the development of an Environmental and Cultural Discovery Centre, led by a four-way partnership (River Conservation Society, Ballardong people, the Wildflower Society and the Shire), in conjunction with Bilya Koort Boodja. It would be a major project in terms of economic and tourism development also. If feasible, it is anticipated to be a 6-8 year process.
- The Shire, key organisations and community continuing to improve the health and amenity of the river.

What we want to see by end June 2030

■ **The Avon River meets the community's vision of a natural waterway with a healthy regenerated ecology, which is valued and enjoyed by locals and visitors.**

I look forward to contributing to these endeavours.

Best wishes,
29 May, 2020

Submission 4

14 April 2020 at 11:33

To: Denese Smythe denese.smythe@york.wa.gov.au

Hi Denese

I think it's a given that the budget will need to be temporarily shelved for the time being until things start to get better. If the budget is temporarily put on the back burner—council should actively encourage input from the community, after all—they live in the real world and will suffer the consequences of decisions centered on the organisation rather than the community.

My two pennies worth:

- **Clear debt asap** (it's going to be hard enough for future generations without burdening them with debt)
- **Stop providing free meals and booze** (it shouldn't be at ratepayers expense)
- **Have a serious look at WALGA membership costs** (and try and justify how exactly membership benefits ratepayers)
- **Share services/resources with neighbouring councils** (including staff)
- **Close the YRCC bar and restaurant** (99% of ratepayers should not subsidise a tavern & restaurant that caters to 1% of the population)
- **Less frequent vehicle upgrades & downsize vehicles** (there is no need to have the latest model)
- **Less frequent plant upgrades** (again, there is no need to have the latest model)
- **No staff pay increases** (for a set period and set future pay increases to avoid catch-up)
- **No event funding** (other than 'in kind' funding with the exception of the m/c festival which actually draw crowds)
- **Sell off surplus council owned land** (including Chalkies as its highly unlikely we'll get any grant funding)
- **Get rid of the Residency Museum** (thin out displays and relocate to foyer and 1st floor space in town hall—a much more visited venue)
- **Cut spending on consultants** (rather than pay extortionate city-centric consultants to tell us what they think we want, the SOY needs to sharpen the capacity and critical thinking of its staff).

Maybe it's time for a bit of avant-garde decision making instead of following the crowd!

Regards

Submission 5

From:
Sent: Tuesday, 19 May 2020 1:59 PM
To: Chris Linnell <ceo@york.wa.gov.au>
Subject: Draft Strategic Community Plan

Dear Mr Linnell,

It is with great interest that I read about increasing street trees in York. I have attached an article that may be of interest. My apologies for the format, these are screen shots.

York has always had a reputation of being too hot in Summer to visit. Any cover to reduce radiant heat from roads, pavements and buildings would be a big improvement, especially if the temperature in the street could be reduced, benefiting the environment, enhancing the landscape, increasing precipitation and improving the lifestyle of residents and visitors.

Choosing certain trees could become an added tourist attraction.

There are several tough and drought resistant trees, like the Liquid Amber. It is deciduous, allows winter sun when needed in winter, colours beautifully in Autumn. Leaves break down quickly to become mulch. Another is the Jacaranda and Crepe Myrtle.

True colours, Autumn in Tenterfield, is a popular tourist attraction. Deciduous trees have been planted on roads leading into town plus streets and parks.

The Jacaranda Festival in Grafton NSW, attracts thousands of visitors every year.

The reason I am suggesting deciduous varieties is because they have a very low oil content unlike a lot of Australian species which are self pruning, and are a safer option in bush fire prone areas.

Subiaco planted deciduous trees in the median strip in Rokeby Road which is now in complete shade in Summer.

My husband and I flew to Adelaide a couple of years ago and we were intrigued to see no visible bitumen only lines of trees winding through suburbs, an incredible sight from the air. Councils have been proactive in planting thousands of trees and it was a pleasure to shop and stroll in the shade in relative comfort on a hot day in December.

I know that as I am not a resident I have no voice when you make your decisions. I hope you take this email in the good spirit that it is written. My husband and I have always loved York with its strong community spirit and it is our intention to retire there when we return to W.A. next year to be closer to family in Perth.

Yours Sincerely

Photos 11:14 am Thu 21 Nov

17%

This Sydney street stays cooler than others during a heatwave — here's why

By Mridula Amin

Updated 21 Nov 2019 8:00am AEDT

These two western Sydney streets are only 1 kilometre apart, but when it comes to temperature there's a lot that separates them.

Last summer, Galloway Street in North Parramatta experienced five days of temperatures above 40 degrees.

People on Daking Street — which is a short walk north — sweated through 13 days above 40 degrees.

It's the hottest street in the City of Parramatta's municipality.

The reason? Trees.

Key points:

- Tree cover on the streets of Parramatta can mean a difference of 10C on a hot day
- Western Sydney's growth means more exposed bitumen could warm the area
- The Parramatta Lord Mayor is committed to planting more trees to alleviate the heat

Temperatures are predicted to soar across Sydney's western suburbs today.

In Penrith the mercury is predicted to be 38 degrees, while Richmond is tipped to reach 37 degrees.

New research from Western Sydney University has re-

Photos 11:14 am Thu 21 Nov

17%

New research from Western Sydney University has revealed the temperatures at ground level could vary wildly — in some areas the difference was more than 10 degrees.

The studies, led by Dr Sebastian Pfautsch, mapped the heat at locations in Parramatta, Cumberland and Campbelltown last summer.

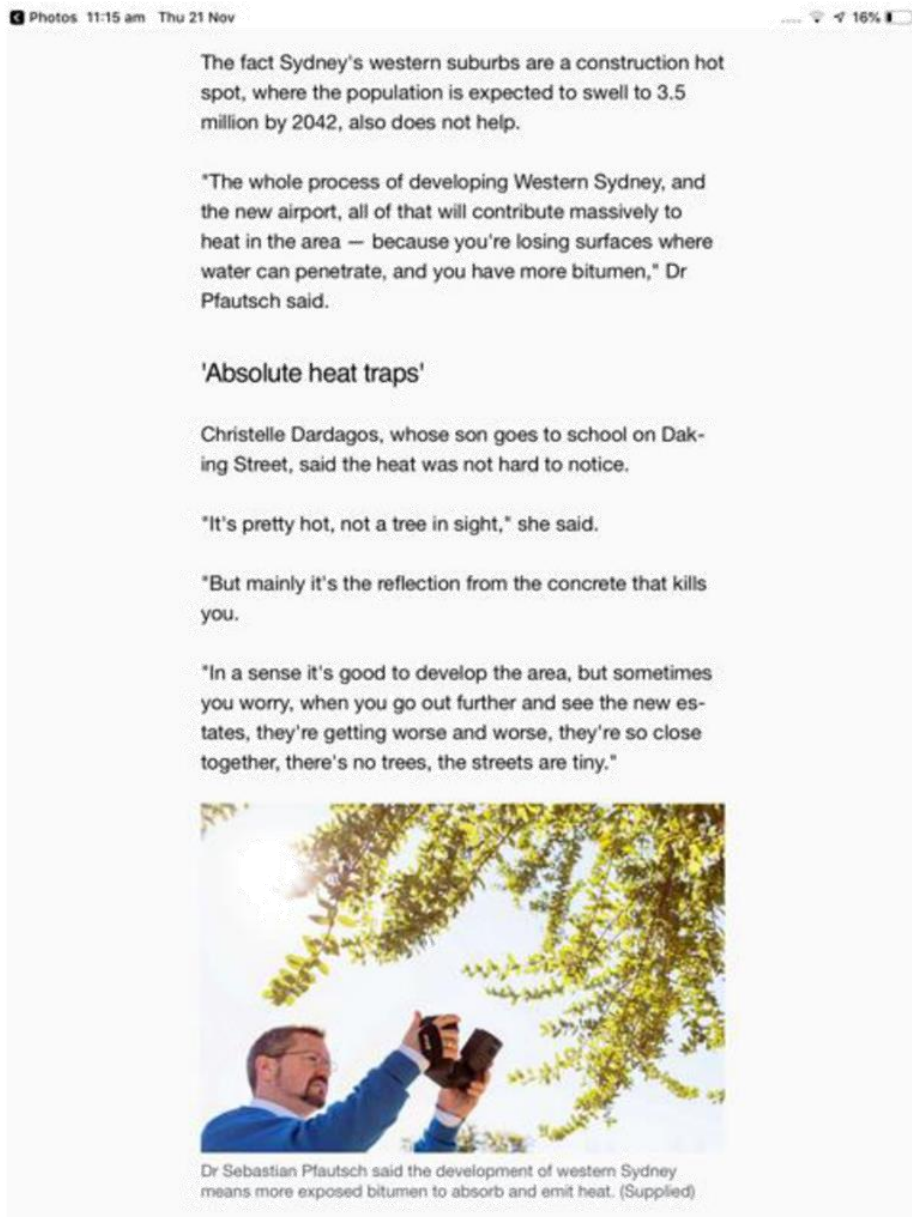
Tracking the microclimates of specific suburbs found they were exposed to more extreme heat than recorded by the Bureau of Meteorology.

On Galloway Street in North Parramatta, the tree canopies keep the street cooler than others nearby. (ABC News: Mridula Amin)

About 30 per cent of Galloway Street is covered by trees.

Meanwhile, Daking Street's 10 per cent coverage means it is left baking in the sun.

Dr Pfautsch said tree canopies and reflective surfaces could help reduce the temperature at ground level by as much as 2 degrees on a sweltering summer day.



Photos 11:16 am Thu 21 Nov

16%

Dr Pfautsch said solar radiation hit open surfaces — like those on Daking Street — which then conserved it and emitted it long after the sun went down.

City of Parramatta Council Lord Mayor Bob Dwyer said his team was taking steps to combat the heat.

"This includes planting more trees, incorporating urban heat requirements in new developments, delivering heat mapping, trialling the use of new cool materials in urban spaces, and collaborating with key stakeholders to inform even further action," he said.

Nor is climate change helping — last summer was Australia's hottest on record.

Last month, the NSW Government announced a plan to plant 5 million trees in Greater Sydney by 2030, in a move that would increase the city's canopy from 16.8 per cent to 40 per cent.

Dr Pfautsch wants to see it become law.

"We should legislate two trees [have to be planted] in the front yard," he said.

"If we continue building like what we see now and what we've seen the last five years, these are absolute heat traps and we're locking ourselves in for the next decades."

Posted 21 Nov 2019 5:28am AEDT

MORE FROM

MNEN/C

Submission 6

Chris

Here are my belated comments (apart from support):

- I cannot see the link from the second Figure 7 (on page 13) to Figure 8. The perceived opportunity of tourism does not lead to the main focus being seniors, disability and youth services. Surely the main focus should be as stated earlier on page 13: “economic development, tourism and visitor information services”.
- It is also confusing to have telescoped “Seniors, disability and youth services” into the one category. I recognise that it is important to consider seniors and disability in a town of seniors, but the plan barely discusses what is missing in relation to seniors or disability. The first Figure 7 on page 12 shows accessibility as barely an issue. And yet it keeps appearing (e.g. in Priorities on page 16, and again on pages 19 and 20). Does this mean that the real intended focus is on youth services (not senior services), and on engaging “young people in their place and future”?
- Many of the recognised opportunities are also tourism related: festivals and events, aboriginal history and culture, culture, arts, tracks and trails. This increases the need to consider tourist related matters.
- If improved streetscape is the biggest idea, then how can that be achieved? What does this mean apart from bigger trees and shade? I do not understand where this goes to.
- As to the objective of improving the buildings that are shabby (page 25) how does the Shire do that? Can’t force people to paint their buildings, much as I would like that done.
- As to strategies for change (page 20), the courthouse is a major resource which can be used to engage young people. I note it is mentioned on page 27. I see the courthouse as a potential education centre, for school groups from the metropolitan area to get instruction in relation to history, the law and court system, social studies etc. This is worthy of spending some money on. Perhaps that could be included in what we want to see (page 26)? Maybe this is not the Shire’s role. If not the Shire’s, then which entity? The Law Society is not interested (I asked them). The York Society?
- And solving the questions regarding a Mt Bakewell trail. That should be a major project.
- As to the jewel, Avon Tce, some money could now be spent on QR codes now that the work of putting almost all the buildings on Wikipedia has been done by me for the York Business Association.

Submission 7

Thankyou for the opportunity to comment on Imagine York, the Community Strategic Plan. It has been very encouraging to see York’s leadership becoming proactive and the positive impact this is having. The most recent example is the re-opening of an upgraded Avon Park. Although open less than a week, it is already being well patronised by kids and families. There is no doubt that as the weather improves, the plantings are completed, settle in and mature, and further improvements to

the river, Avon Park will become a highly attractive location for both the community and for tourists to enjoy.

As someone involved in York since 2008 and now residing here, I have a great deal of interest in the community's cultural life. I started The York Festival as a response to the collapse of events that York had become known for. I opened an art gallery in 2017 along with a cafe and gallery shop, again because at the time, the town offered little to interest tourists. With the York branch of the Wildflower Society, I have recently launched the York Botanic Art Prize, which is already getting a lot of interest both within WA and interstate. Of the entries received to date, approximately 50% have come from interstate and I am confident that when interstate travel is opened up, this will bring a lot of interstate visitors to York.

I have now read Imagine York and note a few things:

Top Three Opportunities lists tourism as the highest, while Aboriginal culture, Culture, arts are in the lower end. This is a contradiction, as elsewhere in the report arts, culture and events rank highly, eg to help make York the "place to be" and 'community engagement in rich program of arts and events' as one of York's main objectives. Aboriginal culture, culture and the arts are intrinsically linked to Tourism. In 2018, the Australia Council for the Arts report "International Arts Tourism/connecting cultures" (<https://www.australiacouncil.gov.au/research/international-arts-tourism-connecting-cultures/>) cites arts tourism growing by 47% between 2013 and 2017, and more international tourists engage with the arts than visit wineries or casinos or attendees organised sports events (pg6). Of the 8 million international tourists visiting Australia in 2017, 43% engaged with the arts while here. It also reports that 52% of international arts tourists were return visitors to Australia. Page 9 of this report shows that art tourists stay in Australia for an average of 47 nights, spending \$103/night during their stay. Clearly international tourism (COVID-19 crisis notwithstanding), is an opportunity that York has to take full advantage of.

York is handicapped by not having an arts/culture centre. The Council-owned old convent school is a significant heritage building located in the centre of town, next to a beautiful park and absolutely ideal for a community Arts/Culture centre. In recent weeks I have been working with Regional Development Australia who have been leasing a small room in the York Post Office building to run their Noongar Enterprise Development program. Although only going a few weeks, it is already proving that the Noongar community has a strong demand for this kind of community centre. I have witnessed similar engagement with projects that have been run in York by the Community Arts Network. The uptake by the Noongar community has been significant. Create the opportunity, and they will come - even on a small scale.

I urge the Shire to work with York Arts & Events to help us with the purchase of this beautiful building to establish a permanent culture centre that the York community and tourists can enjoy.

Community Feedback May 2020 – Draft Strategic Community Plan

Submission number	Submission theme	Officer comment	Recommended Amendment to draft plans
1	Positive – reflects discussions at Community Workshop	-	No change
2	Positive – generally aligns with my vision. Supports importance of natural environment – health of river/importance of trees	-	No change
3	Positive – YES! Supports importance of natural environment – Avon River.	-	No change
4	Future resident. Supports increasing street trees	-	No Change
5	Cut costs by clearing debt, reducing overheads, closing the YRCC bar and restaurant, cancelling event funding, selling off council owned land, closing the Residency Museum.	Economic efficiencies are an ongoing activity of the Administration. Vehicle change over is determined by optimum change over period to ensure vest return value. Consultants are used when specialist subject matter experts are required. Staff sharing is under consideration. SoY already shares a CESM with Shire of Beverley. Council has a policy position regarding Events and considers them an important economic driver for the town. Comments regarding events can be consider then the Events Policy is next reviewed. A review of management of the YRCC Bar & Restaurant is a current project.	No Change

6	Connectivity between challenges and opportunities. How to achieve these strategies? Court House, Mt Bakewell, QR codes.	The SCP sets the long term view for the Shire and is reflective of the vision, aspirations and objectives of the community. Specifically, the challenges and opportunities are listed as the community sees them. The Corporate Business Plan (CBP) will be presented to the July OCM. The CBP translates the SCP into the 4 year strategic direction of the Shire, defined as specific priorities and actions at an operational level and will offer actions to deliver on the priorities identified e.g. streetscape improvement and Avon Terrace revitalisation.	Correct numbering of figures.
7	Aboriginal culture, culture and the arts are intrinsically linked to Tourism. York is handicapped by not having an arts/culture centre.	The SCP sets the long term view for the Shire and is reflective of the vision, aspirations and objectives of the community. The strength of the community feedback suggests that the current focus is on an Environmental Centre which also focuses on Aboriginal Culture.	No change

SHIRE OF YORK: COVID RECOVERY STRATEGY AND ACTION PLAN

STRATEGY

The Shire of York's COVID-19 Response Strategy Outlines Council's overall approach to responding and recovering from the COVID-19 pandemic.

The Shire of York developed a Business Continuity Plan - COVID-19 Pandemic Response to guide operations during the 'State of Emergency'. The aim of this strategy is to detail how the Shire will facilitate the recovery of its community following the COVID-19 pandemic. The strategy will seek to:

- define Council's goals through three impact phases
- identify Council's priority in achieving those goals
- outline how priorities will be implemented

What we know

Globally, COVID-19 is resulting in serious and widespread illness, deaths and the disruption of society's normal functions. The pandemic has had, and continues to have, serious global, national, state and local implications, made more challenging by the complexity of its on-going nature.

As a result, COVID-19 has affected the world unlike anything we've seen in modern times. There have been border closures, shutting down of arts and sports, rapid and large-scale adoption of remote working arrangements, social distancing, 'stay at home' orders, closure of public places and trading restrictions that have seen many businesses physically close their doors.

During these unusual, uncertain and trying times, the Shire has been diligent in doing its part to help stop the spread by following guidance and advice from the Government of Western Australia. However, the impacts of this pandemic are much more than ending its spread – even when life returns to 'normal' there will be long-lasting impacts on life as we know it and our own community here in York. Unlike a natural disaster where impacts can be seen in the physical and built world, this pandemic will largely affect our social and economic ecosystems. Social distancing measures, even after they're lifted, will continue to impact our interactions and it may take much longer than the reopening of trading for the economy to fully recover.

In a typical emergency, local government is responsible for managing recovery affecting the community by:

- assisting recovery at a personal, community, economic and environmental level.
- ensuring that recovery activities are community led.
- ensuring that available government and nongovernment support to affected communities is targeted.
- assisting communities to rebuild in a way that enhances social, economic and environmental values where possible.
- improving resilience of the relevant communities.
- ensuring that lessons learned through the recovery process are captured and available to managers of future recovery processes.
- Understanding the challenges of COVID-19 and its distinct difference to traditional emergencies, this strategy outlines the Shire's goals for each of the impact phases, in the short, medium and long term, with a focus on social and economic outcomes.

What we'll do

During these unprecedented times, we will be guided by our Strategic Community Plan 2020 - 2030, along with its vision and mission, to set strategic goals and initiatives that will help us get through to emerge stronger from this pandemic. In setting these goals and initiatives we commit to:

Reflect Reflect on the impacts on our community and local economy.	Learn Learn from decisions made, both good and bad.	Grow Grow as a community, aiming for a better, brighter future.
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Our goals and initiatives

The goals and initiatives identified by the Shire have been categorised into three phases.

Endure - 27 February 2020 to 30 June 2020 This is the short-term, immediate crisis response phase. It focuses on providing relief to the community and surviving the pandemic.	Renew - 1 July 2020 to 30 June 2021 This phase focuses on medium term initiatives and is dedicated to guiding the Shire through recovery from the pandemic.	Prosper - 1 July 2021 and beyond The third and final phase captures the long-term view and focuses on coming out of the pandemic situation together.
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ENDURE

This is the short-term, immediate crisis response phase. It focuses on providing relief to the community and surviving the pandemic.

E1. Maintain the social fabric of our community

In a time of uncertainty, restrictions and the dissolution of normal life, we are committed to maintaining the community's social fabric and responding to its new and emerging needs.

E1.1	Lead through crisis by making clear decisions and communicating about them early, simply and often.
E1.2	Bring the community together in working through adversity so that no one gets left behind.
E1.3	Assist local groups in providing for the unique needs of the vulnerable, and newly vulnerable in our communities.

How we'll know we've succeeded

Our community understands the rules, observes safety measures and is helping each other get through this time of crisis.

E2. Maintain our local economy

In a time of financial instability and the threat of economic decline, we are committed to instilling confidence in and maintaining the local economy.

E2.1	Make it easy for local businesses to stay open through promotion, support and guidance.
E2.2	Champion local businesses as they explore new and creative ways to continue serving the community.
E2.3	Invest in the local economy by providing financial relief to our sporting and community groups, ratepayer and local businesses.

How we'll know we've succeeded

Our local businesses feel supported and able to stay open, and we are doing our part to give back while easing financial burden on our community.

RENEW

This phase focuses on medium term initiatives and is dedicated to guiding the Shire through recovery from the pandemic.

R1. Reconnect our local community

As social restrictions are lifted, and our public places come back to life, we are committed to reconnecting our local community to positively move towards a new future.

R1.1	Stimulate social activity and create opportunities for connection and interaction.
R1.2	Inspire optimism about the future and prioritise public safety.
R1.3	Support a community-led approach to allow recovery to start from sideways and bottom-up.

How we'll know we've succeeded

Our community feels safe in reintegrating back into social life and is optimistic about its future. There are many opportunities to interact through community events and the reopening of public places.

R2. Reactivate the local economy

As rules relax, businesses open their doors and people return to work, we are committed to reactivating the local economy by doing our part in helping get people back on their feet.

R2.1	Invest in the local economy by creating new opportunities.
R2.2	Make it easy for local businesses to adapt and evolve.
R2.3	Position York as a leading place to engage and do business.

How we'll know we've succeeded

Business is picking up and people are investing back into the local economy. New and existing businesses find it easy to work with the Shire.

PROSPER

The third and final phase captures the long-term view and focuses on coming out of the pandemic situation together.

P1. Re-imagining the community

The 'new normal' is now taking shape, it is a time for reflection, learning - but more importantly, growth. In this time, we are committed to leading the community in thinking big and embracing this new world.

P1.1	Celebrate big wins, small wins and everything in between.
P1.2	Grow stronger together by learning from our past and moving forward.
P1.3	Empower our community to remain active, curious and united.

How we'll know we've succeeded

The community is engaged, positive and actively participating in shaping our new plan for the future. We have moved past the crisis but have looked back to reflect and learn from each other and have moved into a brighter future.

P2. A new and revived local economy

Businesses are flourishing; people from far and wide are exploring what the Shire has to offer. In this time, we are committed to strengthening our local economy by supporting diversity, growth and innovation.

P2.1	Look after the stability of our local economy.
P2.2	Be open to different possibilities, opportunities, people and views.
P2.3	Become a hub for innovation, where new ideas can be pursued and explored.

How we'll know we've succeeded

New and existing businesses are opening up in the town because new ideas are embraced and welcome. The Shire of York is a leading destination, where businesses and people go out of their way to come to work, play and live.

ACTION PLAN

No.	Goal or objective	Actions needed (list the steps needed)	Resources needed (List the resources needed)	Actioned by	Timeframe	Status
ENDURE – Short-term, immediate crisis response phase focused on survival and providing relief to the community.						
E1	Maintain the social fabric of our community					
E1.1	Lead through crisis by making clear decisions and communicating about them early, simply and often.	<ul style="list-style-type: none"> Business Continuity Plan to be developed Council to be informed and make decisions regarding facilities and services. Council to provide regular updates to the community 	<ul style="list-style-type: none"> COVID-19 Leadership Group Special Council meeting to adopt BCP Weekly updates provided via broadcast media (local radio) Update in Community Matters Working from Home policy and resources 	<ul style="list-style-type: none"> CEO CEO/EMCCS SP EMCCS 	April 2020 SCM Weekly (Fridays) Monthly April 2020	Complete Complete On-going? On-going Complete
E1.2	Bring the community together in working through adversity so that no one gets left behind.	<ul style="list-style-type: none"> Call for volunteers to assist and check in on at-risk residents Shire to provide regular updates to the community Establish Isolation Support Network 	<ul style="list-style-type: none"> Call out via social media, website, public notices, local media Updates provided daily via social media, weekly via Shire president interviews on local media, monthly via Community Matters Redeployed staff to administer YorKIND 	<ul style="list-style-type: none"> EEDO/PO/CEO EMG/EEDO/PO 	April 2020 April/May 2020 April/May 2020	Complete Complete Complete
E1.3	Assist local groups in providing for the unique needs of the vulnerable, and newly vulnerable in our communities.	<ul style="list-style-type: none"> Establish Social Isolation Support Network Connect those in need with appropriate and relevant services KINDcalls to residents 65+ Return calls 	<ul style="list-style-type: none"> Dedicated phone line Guiding principles and procedures Promotion of YORKIND via social media, website, Community Matters, local radio Redeployed staff to administer YorKIND 	<ul style="list-style-type: none"> York Visitor Centre EEDO PO EMG/EEDO/PO 	April 2020 April 2020 April/May 2020 April/May 2020	Complete Complete Complete Complete
E2	Maintain our local economy					
E2.1	Make it easy for local businesses to stay open through promotion, support and guidance.	<ul style="list-style-type: none"> Place on hold any new planning and building compliance follow-up Provide assistance to local businesses Promote the use of local suppliers Suspend accrual of penalty 	<ul style="list-style-type: none"> Updates provided to staff Staff with knowledge of updated information available to provide assistance Regular Open for Business Updates Special Council Meeting Synergysoft amendment 	<ul style="list-style-type: none"> EMIDS EMG EEDO/PO CEO/SP FM 	22 April 2020 April/May 2020 April-June 2020 21 April 2020 April 2020	Complete Complete On-going Complete Complete

		interest on outstanding rates and charges				
E2.2	Champion local businesses as they explore new and creative ways to continue serving the community.	<ul style="list-style-type: none"> Liaise regularly with local businesses to keep informed of issues and achievements Promote local businesses and provide updates as to those businesses that are open for business 	<ul style="list-style-type: none"> Business Survey Regular Open for Business Updates 	<ul style="list-style-type: none"> EEDO EEDO/PO 	May??? April-June 2020	Complete On-going
E2.3	Invest in the local economy by providing financial relief to our sporting and community groups, ratepayers and local businesses.	<ul style="list-style-type: none"> Identify funds and actions available to assist and provide relief during COVID Recovery Council to agree to proposed assistance activities Review Reserves for potential repurposing 	<ul style="list-style-type: none"> Income and Expenditure to date reviewed (3rd Qtr FACR) Project briefs reviewed for relevance Modelling to determine budget impacts of assistance activities Special Council Meeting Report to May OCM 	<ul style="list-style-type: none"> FM EMG FM SP/CEO FM 	May 2020 May 2020 May 2020 21 April 2020 26 May 2020	Complete Complete Complete Complete Complete

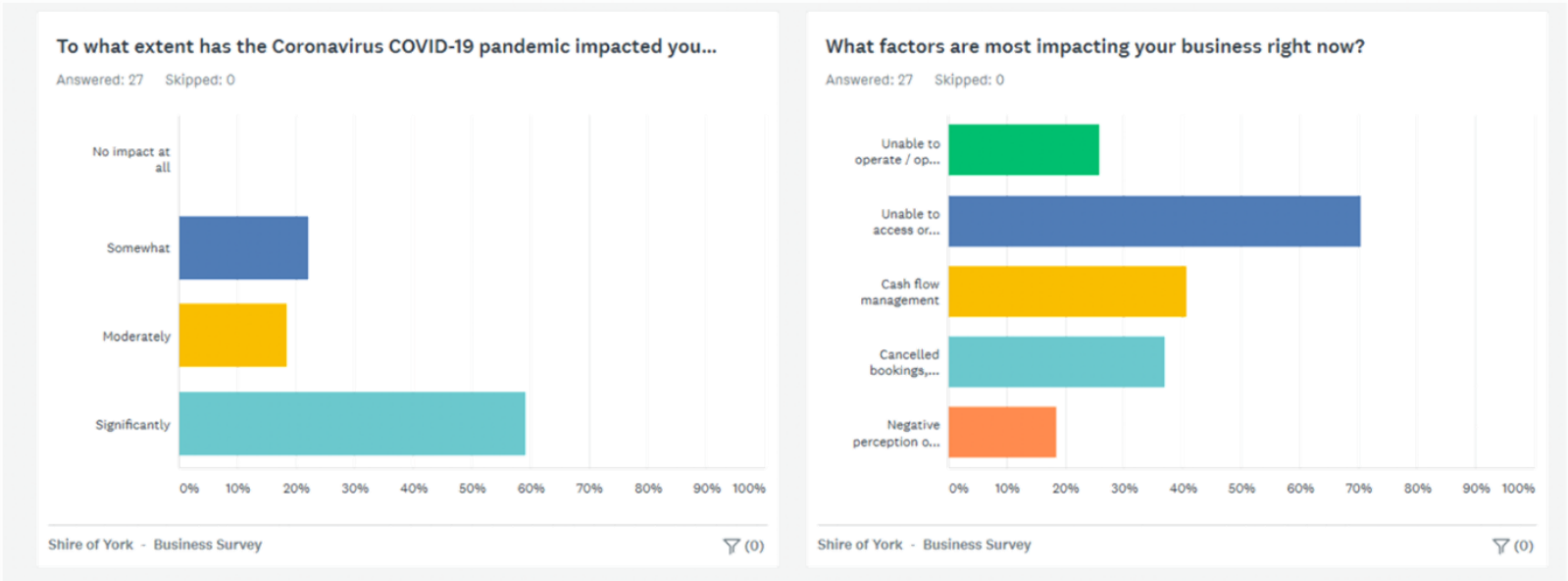
No.	Goal or objective	Actions needed (list the steps needed)	Resources needed (List the resources needed)	Actioned by	Timeframe	Status
RENEW – Medium-term response to guide the Shire through recovery from the pandemic.						
R1	Reconnect our local community					
R1.1	Stimulate social activity and create opportunities for connection and interaction.	<ul style="list-style-type: none">Events to support locals return to normalityShop local – support local businessFees and charges to support local groups	At the point of writing this plan, the State of Emergency is current and the situation with COVID-19 unstable, therefore longer term responses will be determined as the situation evolves and assessment made as to the best response for the Renew and Prosper phases.	Council & EMG	Ongoing	Current
R1.2	Inspire optimism about the future and prioritise public safety.	<ul style="list-style-type: none">Keep the brand - YorkindCommunicationSupport for the community – COVID-19 safety plansStaff in office to support resident requests		Council & EMG	Ongoing	Current
R1.3	Support a community-led approach to allow recovery to start from sideways and bottom-up.	<ul style="list-style-type: none">Planting – Avon ParkCemetery clean upIncreased funding for community lead activities and support (Grants)		Council & EMG	Ongoing	Current
R2	Reactivate the local economy					
R2.1	Invest in the local economy by creating new opportunities.	<ul style="list-style-type: none">Events to support return of people to the townShop local PROGRAM\$30k in draft budget to be allocated to Business Grant Funding Program	<ul style="list-style-type: none">Event Recovery CalendarBusiness Grant GuidelinesEvent Recovery Operational Plan	Council & EMG	Ongoing	Current
R2.2	Make it easy for local businesses to adapt and evolve.	<ul style="list-style-type: none">Simplify processesEnvironmental Health Officer support	At the point of writing this plan, the State of Emergency is current and the situation with COVID-19 unstable, therefore longer term responses will be determined as the situation evolves and assessment made as to the best response for the Renew and Prosper phases	Council & EMG	Ongoing	Current
R2.3	Position York as a leading place to engage and do business.	<ul style="list-style-type: none">BrandingPromotion – social media +Visitor Centre promotion of open for businessPartner with the York Business Association with the Shop Local activity.		Council & EMG	Ongoing	Current

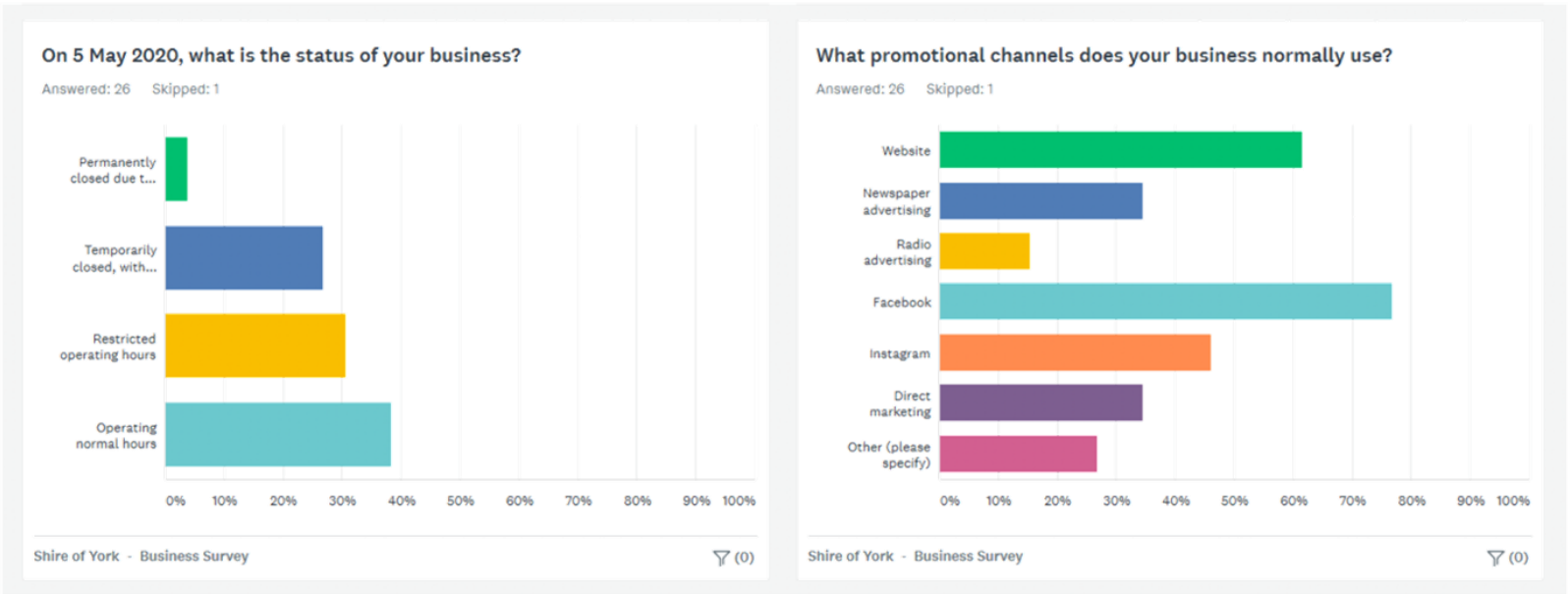
No.	Goal or objective	Actions needed (list the steps needed)	Resources needed (List the resources needed)	Actioned by	Timeframe	Status
PROSPER – Long-term view focusing on coming out of the pandemic situation together.						
P1	Re-imagining the community					
P1.1	Celebrate big wins, small wins and everything in between.	<ul style="list-style-type: none">Avon park – official opening and celebrationsTown Hall upgradesCelebrate business success	At the point of writing this plan, the State of Emergency is current and the situation with COVID-19 unstable, therefore longer term responses will be determined as the situation evolves and assessment made as to the best response for the Renew and Prosper phases	Council & EMG	Ongoing	Current
P1.2	Grow stronger together by learning from our past and moving forward.	<ul style="list-style-type: none">Develop a generic BCPDiversity of our economy – Trails for community use and enjoymentImprove open operation of the Shire		Council & EMG	Ongoing	Current
P1.3	Empower our community to be active, curious and united.	<ul style="list-style-type: none">Use International Association for Public Participation framework to develop community empowermentProvide the building blocks e.g. town hall speakersEvolve our communication to include all forms of platform. Be agile.		Council & EMG	Ongoing	Current
P2	A new and revived economy					
P2.1	Look after the stability of our local economy.	<ul style="list-style-type: none">Diversity of our economy – TrailsLocal business first...procurement	At the point of writing this plan, the State of Emergency is current and the situation with COVID-19 unstable, therefore longer term responses will be determined as the situation evolves and assessment made as to the best response for the Renew and Prosper phases	Council & EMG	Ongoing	Current
P2.2	Be open to different possibilities, opportunities, people and views.	<ul style="list-style-type: none">Work with ideas to support new businessSomeone has to be the first!		Council & EMG	Ongoing	Current
P2.3	Become a hub for innovation, where new ideas can be pursued and explored.	<ul style="list-style-type: none">Explore an area for innovation...sustainability and/or arts?		Council & EMG	Ongoing	Current

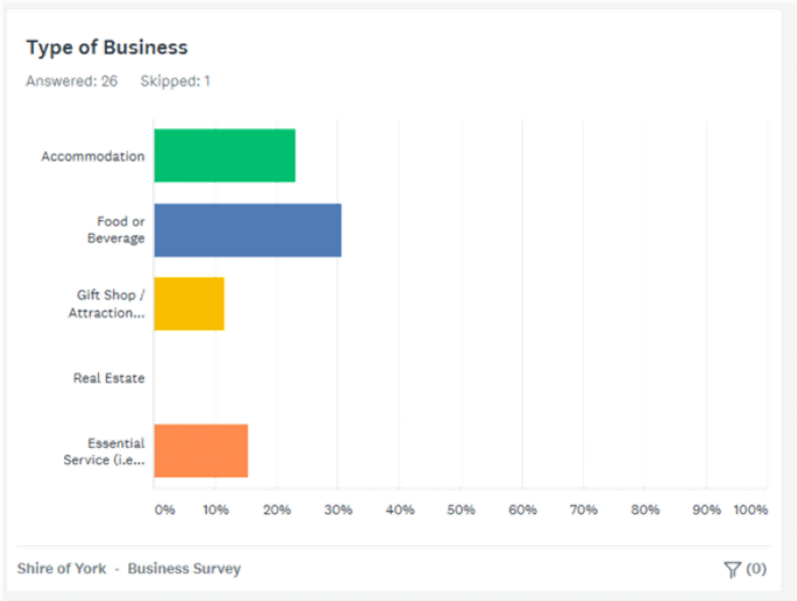
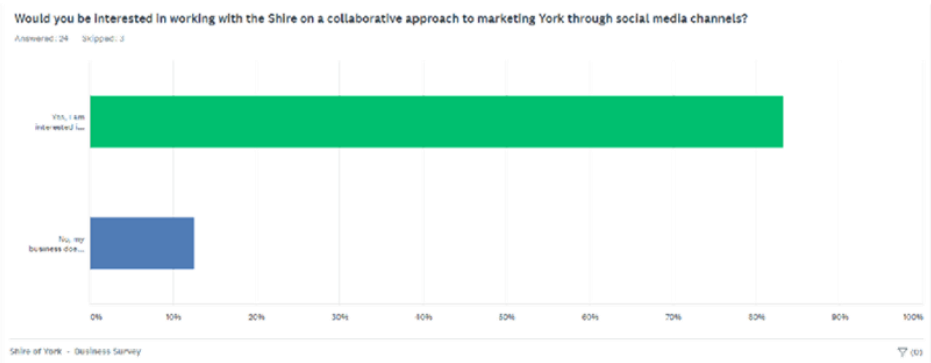
Adapted from Local Recovery Toolkit: A resource guide for local communities recovering from an emergency, Office of Emergency Management, NSW Government

Acronyms

SP – Shire President CEO – Chief Executive Officer EMCCS – Executive Manager, Corporate & Community Services EMIDS – Executive Manager, Infrastructure & Development Services EMG – Executive Management Group EEDO – Events & Economic Development Officer PO – Projects Officer FM – Finance Manager







Immediate short-term support: What does your business need now? What could the Shire do to support these needs?

Answered: 22 Skipped: 5

Assistance to work through new restrictions so we can open Help to plan for events or things that will bring people back to town

Plan to attract tourists asap when the regional borders reopen

I just need to open as it has affected my income

Just time and childcare which is understandably difficult during this time. Shire can babysit for me? Just kidding 😊

Advertising to help promote e-opening opening and what is available

Shire should have been opened not shut. Business has been lost due to no licence dept

Red tape and stupid non sensible requirements that cost money jobs and do nothing

Customers for a steady cashflow

A reduction in rates

Lobby state government to open up the region. We are able to practice social isolation, we have undertaken the required training. Let us decide our best way forward. No business fees and operating charges for the next 6 months remembering, that we are currently in our high/ peak season and will find difficulty recouping lost revenue as we go into low/off season period

Shire of York - Business Survey

Long term support (July 2020 and beyond): What does your business need? How could the Shire support you in the long term to recover?

Answered: 25 Skipped: 2

Less red tape Clearer idea of what the shire is providing for businesses to get back up and running

Tourism development, events, attractions

Would be good to have the yearly home business fee stopped until further notice

Community business communication

Brenton Jones

Local support, we have gained significant number of new customers from neighbouring communities during COVID, but will need locals to continue supporting us moving forward

Put more effort into strategies to attract tourism to York - specifically day trippers and weekenders from Perth. Reduce the focus that has been put on bus tour companies who only use us as a toilet stop and do not spend money.

Get open

As per 4

Immediate short-term support: What does your business need now? What could the Shire do to support these needs?

Answered: 22 Skipped: 5

Lobby state government to open up the region. We are able to practice social isolation, we have undertaken the required training. Let us decide our best way forward. No business fees and operating charges for the next 6 months remembering, that we are currently in our high/ peak season and will find difficulty recouping lost revenue as we go into low/off season period

keep talking to businesses/event organisers about plans to return to business and marketing the town to intrastate and interstate visitors ahead of restrictions easing.

I called the Shire and requested a copy of my rates notice to be emailed, I was informed that there is a \$10 fee for an email, which is a required document for Centrelink. I had just been speaking to the City of Joondalup, they emailed a copy of our rates notice for our property in Perth, it arrived in less than a minute and there was no charge.

Reduce Rates & Shire Charges - Is very hard to pay outgoings when you have no customers.

Lift the restrictions imposed by the government

nothing

Advertise businesses still able to operate

Publicity so people know what is possible and available. Not sure the shire can do much as not many look at the website and would have difficulty finding information about local small businesses.

waiving of fees/licences/rates for the year less regulation

As a very new business there is probably no short term support that would work. We need some restrictions lifted so we can launch our business to both locals and visitors.

Shire of York - Business Survey



Is there any further information or feedback that you could provide to help the Shire with its recovery planning?

Answered: 15 Skipped: 12

No

Thank you for the hard work you have done so far

Good job, guys!

Very keen to collaborated with the Shire and other businesses to help promote York. Huge potential for intraregional tourism whilst people gain confidence to travel further afield

Get open

Sack useless staff

Maybe more events to bring people back to town.

Assist building owners to restore the store fronts in avon terrace

Work on more effective ways to encourage people to shop local.

We need to all work together to get us out of this hole together, things are going to be different on the other side of this, as we have had to change our business module, the Shire needs to do the same..

Shire of York - Business Survey

Appendix 3 – 2020/21 COVID-19 Event Recovery Calendar

June

Push promote York walk, cycle and self-drive to intraregional market

Re-open tiny door trail to coincide with June long weekend and remain open through July School Holidays

Push promote cost affordable options for families to coincide with July school holidays and Avon Park activations

Spotlight social media stories on York hospitality businesses promoting business recovery and engagement

Engage with local clubs and sporting organisations to offer indoor self-guided activities over cooler winter months

i.e. Courthouse, Motor Museum 'night at the museum' tours, Residency Museum activities, Golf Club event ideas, Town Hall tours

July

- ❖ Mountain Bike event on Mt Brown
- ❖ Avon Park Official Opening
- ❖ Town Hall Tours by Visitors Centre staff
- ❖ Night at the Museum Event/s
- ❖ Storytime and coffee shop sing along for seniors

August

- ❖ First dark skies event. Facilitated by Perth Observatory & Stargazers WA in conjunction with local group/s
- ❖ Collectibles trail (published list of op shops, antiques and collectible shops in York and surrounding area)
- ❖ Greenhill's Heritage Trail Opening
- ❖ Golf Family Fun Day
- ❖ Information Bay upgraded with new maps and Shire branding

Avon Park Official Opening (4 – 19 July)

- ❖ Minister official opening
- ❖ Skate workshop
- ❖ Community Garden Bed Planting
- ❖ BMX demonstrations and workshops
- ❖ Sausage Sizzle
- ❖ Nature Play Trail app launch for Avon River Walk

Appendix 3 – 2020/21 COVID-19 Event Recovery Calendar

September

- ❖ York Motor Show
- ❖ Avon Park School Holiday Activities
– workshops, music, BBQ's, clean up days
- ❖ Storytime and Coffee Shop sing along for Seniors

October

- ❖ Spring Music Festival (an afternoon of music featuring a number WA musicians)
- ❖ Second Dark Skies Event
- ❖ Wildflower & Reserve Bus Tours
- ❖ Garage Sale Trail

November

- ❖ Outdoor Movie Month
– 3 weekends featuring different movie genres each screening
- ❖ Seniors Appreciation Luncheon

December

- ❖ Swimming Pool Christmas Party
- ❖ York Christmas Festival
- ❖ Carols in Avon Park

January 2021

- ❖ Australia Day at Avon Park
- ❖ Swimming Pool School Holiday activities
- ❖ CRC Holiday Program events

February 2021

- ❖ Palace of the Stars
- ❖ Third Dark Skies event

March 2021

- ❖ York Festival 'Mini' Fest
- ❖ Easter Antique Fayre
- ❖ Medieval Fayre

*Events proposed from September 2020 to March 2021 have been modelled under current phase three COVID-19 restrictions with the ability to increase in size should phase four COVID restrictions allow

SUMMARY OF UPDATES TO COLLABORATION AGREEMENT**TO BE PRESENTED TO SHIRE OF YORK COUNCIL MEETING 30 JUNE 2020**

Changes are highlighted in yellow for ease of viewing

TITLE PAGE p1

Add GA Ref: 005091

CONTACT DETAILS p4

Change ceosec@york.wa.gov.au to:

eso@york.wa.gov.au

Attention: Helen D'Arcy-Walker

BACKGROUND p5

Point A v)

To engage with the local York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit **cost sharing** to reduce the earthquake risk of York.

As per DFES request, change to:

To engage with the York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit to reduce the earthquake risk of York.' **[removing the words 'cost sharing']**

PART E COLLABORATION OUTPUTS p14

At the request of the University of Adelaide, remove point 12.2

Calculation of Participating Share

Unless otherwise specified in item 13 of the Collaboration Details, a Party's Participating Share must reflect its proportionate contribution to the conduct of the Project and the general operation of the Collaboration calculated in accordance with the following formulae:

$$PS = (PC/TPC)$$

where:

PS is the Participating Share for a Party;

TPC is the total of all Parties' Contributions made (not Contributions owing nor future Contributions promised) up to the most recent 30 June; and

PC means the Contributions of a Party made (not Contributions owing nor future Contributions promised) up to the most recent 30 June,

provided that the deemed monetary valuation of non-cash Contributions for the purposes of this clause 12.2 is made in accordance with clause.

Thus adjusting the numerical order of point 12 to end at 12.14 instead of 12.15

SIGNING PAGE p 29,

add Shire of York ABN

553 156 762 47

SIGNING PAGE p 30,

add DFES ABN

39 563 851 304

SCHEDULE 1 COLLABORATION DETAILS p31

Point 4 Objectives

To engage with the local York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit cost sharing to reduce the earthquake risk of York.

As per DFES request, change to:

To engage with the local York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit to reduce the earthquake risk of York. ' [removing the words 'cost sharing']

Point 6 Contributions

Total cash contribution from the Shire of York - \$250,000 total as per the following:-

Change to: [at DFES request, in order to better acknowledge the grant]

Total cash contribution from the Shire of York through the NDRP grant funding \$250,000 total as per the following: -

As per DFES request, add:

Total cash contribution from DFES

\$7,500 for life of project

(\$2,500 per FY)

In-kind contribution from DFES

\$27,000 for life of project

(\$9000 per FY)

PRIMARY CLIENT INFORMATION P.35

Change : Paul Martin

to Chris Linnell

GA Ref: 005091

Collaboration Agreement

The Commonwealth of Australia as represented by Geoscience Australia (**GA**)

The Shire of York

The University of Adelaide

The Department of Fire and Emergency Services (**DFES**)

Collaboration Agreement

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Details

Date

Parties

Name The Commonwealth of Australia as represented by Geoscience Australia
 ABN 80 091 799 039
 Notice details Cnr Jerrabomberra Ave and Hindmarsh Drive, Symonston ACT 2609
Postal Address:
 GPO Box 378 Canberra ACT 2601 Australia
 Email : martine.woolf@ga.gov.au
 Attention : Martine Woolf

Name **THE UNIVERSITY OF ADELAIDE** (ABN 61 249 878 937) a body corporate established pursuant to the *University of Adelaide Act 1971* and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005 ("**the University**")
 ABN ABN 61 249 878 937
 Notice details Mason Erkelens
 Business Development Specialist
 Innovation & Commercial Partnerships
 The University of Adelaide
 Level 4, Rundle Mall Plaza, 50 Rundle Mall, Adelaide SA 5000
 Ph: +61 8 8313 3695
 Email: mason.erkelens@adelaide.edu.au
 www.adelaide.edu.au

Name **The SHIRE OF YORK**
 ABN 553 156 762 47
 Notice details Chief Executive Officer, Mr. Chris Linnell
 Shire Offices
 1 Joaquina Street
 York, WA 6302
 PO Box 22
 York, WA 6302
 Ph: +61 8 96412233
 Email: eso@york.wa.gov.au
 Attention: Helen D'Arcy-Walker

Name **DEPARTMENT OF FIRE AND EMERGENCY SERVICES WESTERN AUSTRALIA**
 ABN 39 563 851 304
 Notice details Department of Fire and Emergency Services Western Australia

20 Stockton Bend
Cockburn Central
WA 6164
Ph: +61 8 9395 9438
Email: Stephen.Gray@dfes.wa.gov.au
info@dfes.wa.gov.au

Background

- A The Parties have nominated to combine their collective expertise across the sectors of local government risk management, heritage preservation, state emergency management and science to develop and make discoverable information that can inform retrofit efforts to reduce the earthquake risk of communities. In particular, the information is for the retrofit of older unreinforced masonry buildings that have historically proven to be the most vulnerable type to Australian earthquakes. To this end, the arrangement seeks to:
- (i) Review the outcomes of the implementation on selected buildings of the retrofit information developed under the Bushfire and Natural Hazards CRC project “Earthquake Mitigation Case Study for Regional Town of York, Western Australia” that developed guidance on the retrofit of six older masonry building types common in the Western Australian (WA) town of York. This objective would entail contributions from an Industry Reference Group (IRG) that includes building professionals, the construction industry, insurers and property owners.
 - (ii) Refine and broaden the retrofit information for the retrofit of six older masonry building types and make this information accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website.
 - (iii) Develop and refine retrofit information for three additional older masonry building types common in WA communities. This process would involve contributions from the Industry Reference Group and the information will also be made accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website..
 - (iv) Promote skills in the building design professions and the building industry within communities to build design expertise and facilitate access to affordable earthquake retrofit construction work.
 - (v) To engage with the local York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit to reduce the earthquake risk of York.
- B The Parties have expressed the wish to establish this research collaboration (**Collaboration**) to undertake the **York Earthquake Building Mitigation Implementation Project (Project)**

Agreed terms

Part A Introduction

1. Defined terms and interpretation

1.1 Definitions

In this Collaboration Agreement:

Agreed Terms means clauses 1 to 32 of this Collaboration Agreement, which set out terms and conditions agreed by the Parties.

Applicable Jurisdiction means the Australian Capital Territory.

Background IP means Intellectual Property that exists prior to the Commencement Date or is created, developed or acquired by a Party independently of the performance of the Project:

- (a) specified in item 8 of the Collaboration Details that a Party has agreed to contribute as Background IP to the Project; or
- (b) that a Party offers to contribute as Background IP for the Project that is agreed in writing by all Parties as being accepted as Background IP for the Project,

and, for the avoidance of doubt, does not include any Project IP.

Budget means the budget for the Project as set out in the Plan including any variations to that budget as agreed by the Parties in writing.

Business Day means, in relation to the doing of any action in a place, a weekday other than a public holiday or bank holiday in that place.

Business Hours means from 9.00am to 5.00pm on any Business Day.

Collaborator is in reference to those persons or bodies who sign this Collaboration Agreement, with the exception of Geoscience Australia.

Collaboration means the research collaboration referred to in paragraph B of the Background and agreed to be established by the Parties under this Agreement.

Collaboration Agreement means this agreement between the Parties, as varied from time to time in accordance with clause 16 and it includes its schedules and any attachments.

Collaboration Confidential Information means Confidential Information generated as a result of the Project.

Collaboration Details means the details specified in Schedule 1.

Collaboration Field means the field of research specified in item 5 of the Collaboration Details.

Collaboration Objectives means the objectives of the Parties for the Collaboration as set out in item 4 of the Collaboration Details.

Commencement Date means the date specified in item 1 of the Collaboration Details.

Commercialise, in relation to Intellectual Property, means to:

- (a) manufacture, sell, hire or otherwise exploit a product or process, that uses or incorporates part or all of that Intellectual Property; or
- (b) provide a service, incorporating that Intellectual Property; or
- (c) license any third party to do any of those things; or
- (d) otherwise license or assign the Intellectual Property,

regardless of whether any revenue is generated or intended to be generated. **Commercialisation** has a corresponding meaning.

Completion Date means the date on which the Collaboration is to be completed as set out in item 2 of the Collaboration Details.

Confidential Information means all information that is not in the public domain that is by its nature confidential and that has been designated as confidential by the disclosing party or which is disclosed in circumstances importing an obligation of confidence, and includes all trade secrets, know-how, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written, or oral, visible or invisible).

Contribution, in relation to a Party, means all of the money, assets, Specified Personnel, facilities and services to be contributed by the Party to the Collaboration, as set out in item 6 of the Collaboration Details and the Budget, but does not include any Intellectual Property.

Deliverables means the required deliverables for the Project as described in the Plan.

Financial Year means a period of 12 months ending 30 June each year, or where the context necessitates a part of such period.

Improvements means a modification, enhancement or improvement of Project IP such that the improved Project IP cannot be used without infringing the Intellectual Property rights in the underlying Project IP.

Intellectual Property or IP includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.

Milestones means the milestones for the Project as set out in the Plan.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Participating Shares means a Party's interest in the Project IP as specified in the Collaboration Details as varied in accordance with clause 1.1.

Party means those persons or bodies who sign this Collaboration Agreement.

Party Confidential Information means any Confidential Information of a Party, not including Collaboration Confidential Information.

Plan means the plan for carrying out the Collaboration as set out in item 10 of the Collaboration Details including any variations to that plan as agreed by the Parties in writing.

Project means the project set out in item 3 of the Collaboration Details to be carried out under this Collaboration Agreement by the Parties in accordance with the Plan.

Project IP means Intellectual Property developed in the course of carrying out the Project, but excludes Background IP.

Project Leader means the person appointed under clause 10 and the Plan to act as a leader of the Project.

Rules means the constitution, enacting legislation and its provisions, or any other form of provisions or policy statements governing the organisation and operation of a Party.

Specified Personnel means the personnel of a Party allocated to the Collaboration as part of that Party's Contribution (if any).

Term means the term of this Collaboration Agreement ascertained in accordance with clause 3.

Use Field means the purpose for which each Party may use the Project IP as specified in item 16 of the Collaboration Details but does not include Commercialisation.

Use Field Conditions means any conditions relevant to a Use Field specified in item 17 of the Collaboration Details.

1.2 Interpretation

In this Collaboration Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
- (f) a reference to a Party to a document (including this agreement) includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) headings are for ease of reference only and do not effect interpretation.

2. Priority of documents

If there is inconsistency between any of the documents forming part of this Collaboration Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Collaboration Details;
- (c) any attachments to the Collaboration Details; and
- (d) any documents incorporated by reference in this Collaboration Agreement.

3. Term of this Collaboration Agreement

- (a) This agreement will commence on the Commencement Date and, subject to earlier termination, will remain in force until the Completion Date.
- (b) Notwithstanding clause 3(a), the Parties may by written agreement determine that this Collaboration Agreement will continue upon the terms specified in that written agreement.

Part B Establishing the Collaboration

4. The Collaboration

The Parties agree that:

- (a) the rights, duties, obligations and liabilities of the Parties in relation to the Collaboration shall in every case, be several and not joint or joint and several;
- (b) in relation to the Project, they do not carry on business in common with a view to joint profit and do not receive income jointly;
- (c) the relationship between the Parties is one of collaborative venturers and is limited to carrying out the Project so that nothing contained in this Collaboration Agreement constitutes any of them as agent, partner or trustee of each other, or creates any agency, partnership or trust for any purpose whatsoever;
- (d) except as otherwise specifically provided in this Collaboration Agreement, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party; and
- (e) except as otherwise specifically provided in this Collaboration Agreement, liabilities incurred by or on behalf of a Party for the purposes of the Project shall be incurred severally and not jointly.

5. Collaboration Objectives

- (a) The objectives of the Collaboration are those specified in item 4 of the Collaboration Details.
- (b) In the interpretation of a provision of this Collaboration Agreement, a construction that would promote the Collaboration Objectives will be preferred to a construction that would not promote the Collaboration Objectives.

6. Major promises

Each Party agrees:

- (a) to diligently conduct its part of the Project and observe and perform its respective obligations and commitments set out in this Collaboration Agreement;
- (b) to carry out its part of the Project to a high standard, and in doing so, actively promote the Collaboration Objectives;
- (c) to provide its Contributions to the Collaboration in accordance with the terms of this Collaboration Agreement;
- (d) to apply the Contributions only for the purpose of carrying out the Project in accordance with this Collaboration Agreement;
- (e) not unreasonably delay any action, approval, direction, determination or decision which is required of it in relation to the Collaboration;
- (f) use reasonable efforts to ensure that its directors, officers, employees, agents, contractors, students and other representatives involved in any way with the Collaboration give full force and effect to the provisions of this Collaboration Agreement including the other provisions of this clause 6;
- (g) that the Project will be carried out by or through the Parties; and
- (h) to act reasonably and in good faith in performing its obligations under this Collaboration Agreement.

Part C Collaboration resources

7. Contributions

- (a) Contributions to the Project by the Parties are specified in item 6 of the Collaboration Details and the Budget.
- (b) Each Party agrees to spend the cash component of its respective Contributions for the purpose of pursuing the Project and to apply to the Project the non-cash component of its respective Contributions, as specified in this Collaboration Agreement and at the Collaboration Details.

8. Specified Personnel

- (a) Each Party agrees to make its Specified Personnel available for the operation of the Collaboration.
- (b) Each Party must procure that Project IP created by any of its Specified Personnel will be owned and dealt with according to the provisions of this Collaboration Agreement.
- (c) A Party may withdraw any of its Specified Personnel upon reasonable notice to the other Party provided it provides replacements for such personnel who are reasonably acceptable to the other Party.

Part D Project provisions

9. Background IP

9.1 Contribution of Background IP to Project

Each Party will make its Background IP available to the Project:

- (a) as specified in item 8 of the Collaboration Details; and
- (b) in accordance with any written agreement between the Parties subsequent to this Collaboration Agreement.

9.2 Warranty

Each Party represents and warrants to the other Parties that:

- (a) to the best of its knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;
- (b) except to the extent:
 - (i) disclosed in the Collaboration Details; or
 - (ii) in the case of any Background IP not specified in the Collaboration Details, notified in writing to the other Parties at the time of offering such Background IP, the Party has not entered any agreement regarding, or otherwise dealt with, that Background IP that is inconsistent with the rights granted to the other Parties as described in the Collaboration Details or this clause 9; and
- (c) it will not enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Parties as described in the Collaboration Details or this clause 9.

9.3 Licence for Project use

Each Party grants to each other Party an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Party's Background IP made available to the Project during the Term for the purposes of carrying out the Project, subject to any restrictions on its use:

- (a) specified in the Collaboration Details (including a right to sublicense); or
- (b) in the case of any Background IP not specified in the Collaboration Details, notified in writing to the other Party at the time of offering such Background IP (including a right to sublicense).

9.4 Acknowledgment

Subject to the rights granted in this clause 9, the Parties acknowledge and agree that a Party retains the right to control and use its Background IP and that ownership of the Background IP does not change. The Background IP owner may continue to use its Background IP freely (provided that the use is not inconsistent with the terms of this Collaboration Agreement).

9.5 Register

The Party specified in item 9 of the Collaboration Details shall maintain a register recording all Background IP under this Collaboration Agreement, including any encumbrances or restrictions on its use specified or notified in accordance with clause 9.3.

9.6 Infringement of Background IP

The Parties agree that they will take all necessary steps to give each other prompt notice of any infringement of Background IP which comes to their attention.

10. Project management and reporting

10.1 Project Leader

- (a) The Parties will appoint a Project Leader.
- (b) The Party that employs the Project Leader must use its reasonable efforts to ensure that the Project Leader:
 - (i) uses his or her reasonable efforts to ensure the Project is conducted:
 - (A) in accordance with the Plan;
 - (B) so as to achieve the Milestones and Collaboration Objectives; and
 - (C) so as to provide the Deliverables;
 - (ii) manages the day to day conduct of the Project;
 - (iii) provides scientific leadership to the Project; and
 - (iv) ;
 - (v) maintains financial records and research and technical records as directed by the Parties.

10.2 Carrying out the Project

The Parties must carry out the Project:

- (a) in accordance with the Plan, including the Budget;
- (b) to a professional standard;
- (c) so as to do all things reasonably necessary or desirable to achieve the Collaboration Objectives;
- (d) so as to achieve the Milestones by their required dates;
- (e) so as to provide the Deliverables by their required dates; and
- (f) in accordance with the Project Leader's reasonable directions.

10.3 Project reporting

- (a) The Party that employs the Project Leader must:
 - (i) immediately report to the other Parties:
 - (A) any substantial deviation from the Plan; and
 - (B) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Collaboration Objectives, satisfy any Milestones, provide any Deliverables or be completed within the Budget, including any failure to provide Contributions;
 - (ii) provide reports to the other Parties at the times specified in item 11 of the Collaboration Details on:
 - (C) progress with the Project and its scientific advances, outcomes, key achievements, Deliverables and Milestones;
 - (D) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any

Milestones, provide any Deliverables or be completed within the Budget, including any failure to provide Contributions;

- (E) any significant difficulties encountered during the Project and measures taken or plans to resolve them;
 - (F) any Project IP created (including a description of the Project IP, when it was created and by whom); and
 - (G) the Background IP used in the Project.
- (b) The costs incurred in complying with this clause 10.3 are to be borne by the Party that employs the Project Leader.

10.4 Notification of critical events

Each Party must, as soon as reasonably practicable, but in any event within 14 days of becoming aware, give written notice to each other Party of any litigation threatened or commenced arising out of the Collaboration or any notification from any government agency of breach or alleged breach of any legal obligation by a Party in relation to the Collaboration.

10.5 Parties reporting to the Project Leader

- (a) The Parties acknowledge that the Party employing the Project Leader will require information on the status and results of the Project from time to time in order to fulfil its obligations under this Collaboration Agreement.
- (b) Each Party agrees to provide such information in a timely fashion when requested by the Project Leader.

11. Accounting

11.1 Party accounts

Each Party shall be responsible for keeping separate financial accounts which shall record:

- (a) the cash component of its Contribution;
- (b) all expenditure incurred by the Party from its Contributions in carrying out the Project; and
- (c) any other expenditure associated with its carrying out the Project.

11.2 Provision of information by Parties

Each Party must provide to another Party, within 14 days of a written request from another Party:

- (a) all necessary information from the accounts referred to in clause 11.1; or
- (b) any other information reasonably requested by the other Party relating to the Project.

11.3 Accounting for non-cash Contributions

Each Party is responsible for keeping separate documentation that records each non-cash Contribution and it must provide such documentation to each other Party if reasonably requested to do so by the other Party.

Part E Collaboration outputs

12. Project IP

12.1 Ownership of Project IP

Unless otherwise specified in item 12 of the Collaboration Details, upon its creation Project IP is owned legally and beneficially by the Parties as tenants in common in proportion to their respective Participating Share.

12.2 Vesting of ownership

The Parties must co-operate with each other and promptly do all acts and things and execute all documents which may be necessary for the purpose of vesting ownership of the legal and beneficial interest in the Project IP as required under this Collaboration Agreement.

12.3 Parties' right to use Project IP

Unless otherwise specified in item 15 of the Collaboration Details and subject to this Collaboration Agreement, each Party has a non-exclusive royalty-free right to use the Project IP (excluding the right to sublicense):

- (a) for the purpose of undertaking the Project in accordance with this Collaboration Agreement; or
- (b) for internal research, education and teaching purposes other than Commercialisation; or
- (c) for the purposes of:
 - (iii) distributing and modifying data generated during the Project; or
 - (iv) providing any products created under an open licence (such as open source Creative Commons or similar); or
 - (v) making the Project IP available on GA's website,
 always at the marginal cost of transfer or such other basis agreed in writing from time to time; or
- (d) for any other public purpose, other than Commercialisation, within the Party's respective Use Field and subject to any Use Field Conditions;

provided that the Party:

- (i) maintains the confidentiality of Party Confidential Information;
- (ii) exercises such rights in a manner that is consistent with the nature of the Collaboration; and
- (iii) does not prejudice the Parties' ability to:
 - (A) protect the Project IP;
 - (B) use the Project IP to achieve the Collaboration Objectives; or
 - (C) maximise the commercial return from any Project IP that has significant commercial potential.

12.4 Improvements

- (a) Any Intellectual Property in any Improvements made by a Party arising from the exercise of the licence granted under clauses 12.3(a), (c) or (d) will be owned by that Party.

12.5 Dealing with Project IP

- (a) Subject to clause 12.3, no Party may deal with, Commercialise, dispose of or encumber any interest which it might hold in Project IP, without the written consent of the other Party.
- (b) If a Party wishes to Commercialise Project IP, the Party must notify the other Parties and the Parties must negotiate in good faith the Commercialisation arrangements, including any royalty payments and distribution of Commercialisation income.

12.6 Use of Project IP

A Party wishing to use Project IP for any purpose, whether for research or otherwise, not authorised under clause 12.3 must obtain a licence from the other Parties covering such use. The grant of any such licence will be at the Parties' absolute discretion and must include provisions governing ownership and utilisation of further Intellectual Property developed from such use.

12.7 Decision to protect

The Parties may decide whether any outcomes from the Project warrant pursuing patent protection, or other forms of Intellectual Property protection, and if it does, in which countries protection should be sought.

12.8 Apply for protection

Unless otherwise agreed by the Parties, the Parties are to apply for, maintain and prosecute any form of Intellectual Property protection decided on under clause 12.7.

12.9 Registration in Parties' names

For the avoidance of doubt, if patenting or other registrable forms of Intellectual Property protection of Project IP is pursued, such registration:

- (a) is to be in the joint names of all the Parties as tenants in common in proportion to their Participating Shares, unless otherwise specified in item 12 of the Collaboration Details, in which case, is to be as set out in item 12 of the Collaboration Details; and
- (b) where required, will identify:
 - (i) the inventors of the Project IP; and
 - (ii) the beneficial owners of the Project IP.

12.10 Project IP register

The Party specified in item 14 of the Collaboration Details must maintain a Project IP register recording Project IP notified to the Parties, containing at least the following details:

- (a) date of entry on register;
- (b) description of Project IP; and
- (c) identity of the inventor and the Party that developed the Project IP; and
- (d) details of any agreements made by the Parties in relation to disclosure or use of the Project IP.

12.11 Notice of infringement

A Party must give the other Parties prompt notice of any infringement of Project IP which comes to its attention and each Party agrees to give the other Parties all assistance which it may reasonably require in order to protect the Project IP.

12.12 Costs of protection

- (a) Subject to this clause, no costs associated with applying for, maintaining and prosecuting patent or any other form of Intellectual Property protection associated with Project IP (including any action for infringement of the Project IP) and the application, maintenance and prosecution of any actions which may be associated with any such Intellectual Property are to be incurred without the prior written consent of all of the Parties..
- (b) If some, but not all, Parties agree to incur the costs set out in 12.13(a) those Parties will share the costs in proportions agreed in writing.

12.13 Dealing with Project IP

Each Party:

- (a) must respond to a request from another Party to provide information in its possession regarding Project IP that has been developed by the Party or is under development by the Party;
- (b) must use its reasonable efforts to ensure that itself and its employees, agents, contractors, students under their supervision or other persons participating in the Project:
 - (i) identify Project IP generated or developed by them;
 - (ii) promptly communicate details of Project IP to the Project Leader; and
 - (iii) not prejudice protection of Project IP; and
- (c) must not use, Commercialise, dispose of, encumber or otherwise deal with or enter any agreement in relation to any interest that it might hold in Project IP, except as authorised in this Collaboration Agreement;

12.14 Publication and disclosure

Unless authorised under clauses 23 or 24, each Party must not publish or disclose to any third party any Collaboration Confidential Information.

13. Moral Rights

Each Party will use its reasonable efforts to obtain from its respective employees (including Specified Personnel), agents, sub-contractors and students under their supervision any consents in relation to their Moral Rights that may be reasonably necessary for the Project or the Collaboration.

Part F Allocation of risk

14. Liability

14.1 Individual Responsibility

Each Party is responsible for its own acts and omissions and the acts and omissions of its officers, employees, agents, students or subcontractors.

14.2 Indemnity

Each Party assumes sole responsibility for interpreting and applying the high level Deliverables and releases and indemnifies and agrees to continue to indemnify each other party and its officers, employees, agents and sub-contractors from and against all liability, losses, actions, claims, demands, proceedings, awards, settlements, compensation, damages, costs and expenses, directly or indirectly arising from, or relating to:

- (a) that Party's use of, or reliance on, any part of the Deliverables or that of any other person to whom the Deliverables were provided directly or indirectly;
- (b) breach by that Party of its obligations under this Agreement; or
- (c) any wilful, unlawful or negligent act or omission of that Party.

The liability under the indemnity in this clause 14 will be reduced proportionately to the extent that any negligent act or omission of another Party or its officers, employees, sub-contractors or agents contributed to the relevant loss or liability.

15. Insurance

15.1 Obligation to insure

Each Party will ensure that it maintains adequate insurances in relation to its officers, employees, agents, subcontractors and property, relevant to the Collaboration Agreement.

15.2 Act as own insurer or insure with other companies

A Party may be insured with an insurer that is not authorised by APRA provided that it receives the consent of the other Parties.

15.3 Evidence of insurance

Within 10 Business Days of a request, a Party must provide another Party with a certificate of currency of its relevant insurance policies as requested by the other Party from time to time.

Part G Changes

16. Amendments

No agreement or understanding varying this Collaboration Agreement shall be legally binding unless it is in writing signed by all Parties.

17. Termination

17.1 Expiration

Unless the Parties otherwise agree, this Collaboration Agreement will terminate upon expiration of the Term in accordance with clause 2.

17.2 Termination

Subject to this clause 17:

- (a) the Parties may terminate this Collaboration Agreement by written agreement;
- (b) a Party may retire from the Collaboration Agreement by giving 3 months' notice to the other Parties; and
- (c) a Party may expel another Party from this Collaboration Agreement by notice to that other Party if Due Cause has arisen with respect to the other Party and remains unremedied after 21 days following notice to that Party.

17.3 Due Cause

For the purposes of clause 17.2, **Due Cause** means:

- (a) failure to make Contributions when required by this Collaboration Agreement unless otherwise agreed by the Parties;
- (b) unauthorised disclosure of Confidential Information;
- (c) unauthorised publication of information or material;
- (d) unauthorised use or Commercialisation of Project IP or Background IP;
- (e) proposed changes to Specified Personnel that are likely to adversely affect the Collaboration's performance with respect to the Collaboration Objectives;
- (f) any other material breach of this Collaboration Agreement;
- (g) failure to remedy a Conflict in relation to the Collaboration under clause 27 to the satisfaction of the other Party;
- (h) change in the direct or indirect beneficial ownership or control of the Party in question that would affect its ability to comply with its obligations under this Collaboration Agreement;
- (i) disposal of whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (j) ceasing to carry on business;
- (k) insolvency;
- (l) steps taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;

- (m) steps taken to enter into any arrangement between the Party and its creditors other than in the ordinary course of business;
- (n) steps taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person, concerning the whole or any part of the Party's assets, operations or business;
- (o) appointment of an investigator to investigate its affairs as they relate to the Project; or
- (p) assignment of its rights or obligations under this Collaboration Agreement other than in accordance with clause 32.2 (assignment).

18. Effect of termination

- (a) Termination of this Collaboration Agreement for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.
- (b) Notwithstanding the termination of this Collaboration Agreement, unless the Parties agree otherwise, ownership of Project IP will not change.
- (c) Unless the Parties, acting reasonably, agree otherwise, if a Party retires or is expelled from this Collaboration Agreement that Party will lose:
 - (i) all rights to its Participating Share of the Project IP; and
 - (ii) all licences to use the Project IP.

19. Continuing obligations

Unless agreed otherwise by the Parties, on the termination of this Collaboration Agreement the Parties shall continue to be bound by the obligations under clauses 9 (Background IP), 12 (Project IP), 14 (Liability), 15 (Insurance), 17 (Termination), 20 (Books and records), 21 (Audit and Access) and 24 (Confidential Information and privacy) (to the extent that these obligations are applicable to them).

Part H Other matters

20. Books and records

Each Party must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with applicable Accounting Standards, in sufficient detail to enable all receipts and payments related to the Project to be identified and reported in accordance with this Collaboration Agreement; and
- (b) retain and require its subcontractors to retain for a period 7 years after the termination of this Collaboration Agreement all books and records relating to the Project.

21. Audit and access

21.1 Right to conduct audits

- (a) GA or a representative may conduct audits relevant to the performance of the Collaborators' obligations under this Collaboration Agreement.
- (b) GA may, at reasonable times and on giving reasonable notice to a Collaborator:
 - (i) require that Collaborator, its employees, agents or subcontractors to provide documentation, books, records and information that are directly related to the contract; and
 - (ii) have access to the premises of that Collaborator to the extent necessary for GA to exercise its rights under clause 21.1(a).
- (c) The Collaborator must provide GA with any reasonable assistance requested by GA in relation to:
 - (i) its exercise of its rights under this clause 21; and
 - (ii) any inquiry into or concerning the Project or this Collaboration Agreement including any administrative or statutory review, audit or inquiry, any request for information directed to GA, and any inquiry conducted by Parliament or any Parliamentary Committee.

21.2 Auditor-General and Privacy Commissioner

The rights of GA under clause 21.1 apply equally to the Auditor-General or a delegate of the Auditor General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers. The Collaborators must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 21.1, provided that such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

21.3 General

Each Party must bear its own costs of any reviews and/or audits. The Collaborators must ensure that any subcontract entered into for the purpose of this Collaboration Agreement contains an equivalent clause granting the rights specified in this clause 21. This clause 21 applies for the Term and for a period of seven years from the expiry or termination of this Collaboration Agreement.

21.4 Where the Collaborator is an Australian State or Territory government body

Where the Collaborator is an Australian State or Territory government body, the rights conferred on GA by this clause 21 are equally conferred on the Collaborator.

22. Student involvement

Parties who have enrolled students who are involved in the Project, or who have students under their supervision, acknowledge and agree that:

- (a) they must ensure that those students comply with clause 24 (Confidential Information);
- (b) they must ensure that Project IP developed by the student is owned in accordance with clause 12 (Project IP), provided that the student will own the copyright in his or her thesis;
- (c) the only restrictions on publishing a student's thesis will be those reasonably necessary to protect Party Confidential Information, Background IP, Project IP or Collaboration Confidential Information;

- (d) the Parties will not inhibit the right of a student to have his or her thesis examined, but an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (e) before a student becomes involved in any Project, the Parties may require that the student and the institution in which the student is enrolled enter into a written agreement, in a form approved by the Parties, setting out the terms on which the student is involved in the Project, which shall be consistent with the principles in this clause 22.

23. Publications

23.1 Publication of information or material

- (a) The Parties acknowledge that the dissemination of knowledge is an important function of the Collaboration. GA encourages its employees to write articles and publish scientific papers that report and promulgate the results and findings of scientific research in GA publication or external professional journals, and to present papers at scientific conferences and meetings as part of its annual work plan.
- (b) Nonetheless, unless otherwise specified in item 18 of the Collaboration Details, a Party wishing to publish any information or material arising from the Collaboration:
 - (i) shall provide the other Parties with notice of the intended publication and its contents, specifying any Collaboration Confidential Information contained in or referred to in the proposed publication, at least 30 days before it intends to publish the information or material; and
 - (ii) must either:
 - (A) obtain the written consent of the other Parties prior to publication; or
 - (B) amend the proposed publication so that it no longer discloses Collaboration Confidential Information.

23.2 Party Confidential Information

Notwithstanding this clause 23, no Party may publish any information or material containing Party Confidential Information of a Party unless authorised by that Party or unless an exception in clause 24.3 applies.

23.3 Acknowledgement

Subject always to clause 26, each Party must ensure that all publications (including reprints, and despite whether published by the Party or other persons), promotional and advertising materials, public announcements, events and activities in relation to the Collaboration, or any products, processes or inventions developed as a result, acknowledge the contributions (if any) made by other Party and the support of the Collaboration:

- (a) unless directed otherwise by the Party to be acknowledged; and
- (b) provided that a Party may not use the logo of any other Party without the prior written consent of that Party.

24. Confidential Information and privacy

24.1 Obligation

Except as otherwise provided in this clause 24, each Party must keep confidential and not disclose any Confidential Information of another Party.

24.2 Permitted use and disclosure

Each Party may:

- (a) use Confidential Information only for the purposes of this Collaboration Agreement;
- (b) disclose Confidential Information to its:
 - (i) employees;
 - (ii) directors and officers; and
 - (iii) legal, financial or other professional advisorswho have a need to know for the purposes of this Collaboration Agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with clause 24.6;
- (c) use and disclose Confidential Information where authorised under Collaboration Details;
- (d) disclose Confidential Information to the extent required by law; and
- (e) if the Party is the Commonwealth, disclose Confidential Information to its responsible Minister or in response to a request by a House or a Committee of the Parliament.

24.3 Exceptions

- (a) The obligations imposed on a Party by this clause 24 will not apply to Confidential Information which:
 - (i) prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;
 - (ii) is received by a Party from a third Party without any obligation to hold in confidence and which has not been obtained by that third Party directly or indirectly from any Party;
 - (iii) is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information;
 - (iv) in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party; or
 - (v) in the case of Collaboration Confidential Information, the Parties have agreed may be disclosed by that Party.
- (b) A Party is not obliged to maintain the confidentiality of its own Party Confidential Information.
- (c) The Parties acknowledge and agree that nothing in this Collaboration Agreement prevents the Collaboration Confidential Information being provided to any Minister of the State of Western Australia or to the parliament of that state or to any committee or sub-committee of that parliament in the context of any issue or enquiry.

24.4 Onus

The receiving Party has the onus of showing that any of the above exceptions apply.

24.5 Combination of information

A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.

24.6 Employees

Each Party must use its reasonable efforts to ensure that:

- (a) its respective employees, directors, officers, students and advisors who participate in the Project or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 24 as though Parties to this Collaboration Agreement; and
- (b) any of the above mentioned employees, directors, officers, students and advisors who cease to be employees, directors, officers, students or advisors must continue to be bound by such obligations of confidentiality.

24.7 No reduction in privacy obligations

Nothing in this clause 24 derogates from any obligation which any Party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Collaboration Agreement, in relation to the protection of personal information.

24.8 Survival

The obligations of confidentiality imposed on a Party will survive termination of this Collaboration Agreement.

25. Public announcements

Parties to this Agreement will not make any public announcement(s) in relation to the Collaboration or this Collaboration Agreement without first obtaining agreement from all other Parties to the agreement, except if required by law or a regulatory body (including a relevant stock exchange), in which case the relevant Party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of each of the other Parties.

26. Use of Party's name

A Party must not use the name or logo of another Party without the prior written consent of that other Party.

27. Conflicts**27.1 Definition of Conflict**

For the purposes of this clause 27, **Conflict** means any matter, circumstance, interest, or activity affecting a Party (including the officers, employees, agents and subcontractors of the Party) which may or may appear to impair the ability of the Party (**Affected Party**) to carry out its part of the Project diligently and independently in accordance with this Collaboration Agreement.

27.2 Warranty

- (a) Each Party warrants to each other Party that, to the best of its knowledge after making diligent enquiries, at the date of signing this Collaboration Agreement no Conflict exists or is likely to arise in the performance of that Party's obligations under this Collaboration Agreement.
- (b) For the avoidance of doubt, any Conflict declared by a Party is not material where researchers in the Party organisation conduct research in competition with the Collaboration if:
 - (i) those researchers are not part of the Collaboration; and
 - (ii) the researchers have not received Confidential Information related to the Collaboration.

27.3 Dealing with Conflict

If, a Conflict arises, or appears likely to arise, the Affected Party agrees to:

- (a) notify the other Parties immediately;
- (b) subject to any obligations to maintain confidentiality, make full disclosure of all relevant information relating to the Conflict to the other Parties; and
- (c) take such steps as another Party may reasonably require to resolve or otherwise deal with the Conflict.

28. Dispute resolution

28.1 No arbitration or court proceedings

If a dispute arises out of this agreement, including any question regarding its existence, validity or termination (**Dispute**), a Party must comply with this clause 28 before starting arbitration or court proceedings (except proceedings for interlocutory relief).

28.2 Notification

A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

28.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 28.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must either:

- (a) if the Dispute relates to a matter of valuation, refer the Dispute to a valuer in accordance with clause 28.4; or
- (b) refer the Dispute to a mediator if one of them requests; or

28.4 Independent valuation

If the Dispute relates to a matter of valuation the Dispute will be determined by a valuer agreed by the Parties involved in the Dispute or otherwise appointed by the President or acting President of the Institute of Chartered Accountants in Australia.

28.5 Appointment of mediator

If the Parties to the Dispute cannot agree on a mediator within seven days after a request under clause 28.3, the chairman of the Resolution Institute or the chairman's nominee will appoint a mediator.

28.6 Role of mediator

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in writing.

28.7 Confidentiality

Any information or documents disclosed by a Party under this clause 28:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

28.8 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 28. The Parties to the Dispute must equally pay the costs of any mediator.

28.9 Termination of process

A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 28.1 to 28.3. Clauses 28.7 and 28.8 survive termination of the dispute resolution process.

29. GST

29.1 Meaning of words

In this clause 29:

- (a) **GST exclusive consideration** means the consideration payable or to be provided for a Supply, but for the application of this clause 29;
- (b) **Recipient** means a Party to whom a Supply is made;
- (c) **Supply** means a supply made under or in connection with this Collaboration Agreement;
- (d) **Supplier** means a Party making a Supply; and
- (e) words or expressions that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 29.

29.2 Presumption

Any consideration to be paid or provided for a Supply, unless specifically described in this Collaboration Agreement as 'GST-inclusive', does not include an amount on account of GST.

29.3 Gross-up

Despite any other provision in this Collaboration Agreement if a Supplier makes a Supply on which GST is imposed (not being a Supply the consideration for which is specifically described in this Collaboration Agreement as 'GST-inclusive'):

- (a) the GST-exclusive consideration for that Supply, is increased by, and the Recipient must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and

- (b) the amount by which the GST-exclusive consideration is increased under clause 29.3(a) must be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable or to be provided.

29.4 Reimbursement or indemnification

If a payment to a Party under this Collaboration Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

29.5 Tax invoices

A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

30. Force majeure

30.1 Definition

- (a) In this clause 30, a **Force Majeure Event** affecting a Party means, subject to clause 30.1(b), anything outside that Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and failure or delay in transportation and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments or government agencies).
- (b) If a Party to this Collaboration Agreement is a government agency it will not be within the reasonable control of that Party merely because that Party is part of the government that has the legal capacity to perform an act or omission that may otherwise constitute a Force Majeure Event.

30.2 Suspension of obligation

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this Collaboration Agreement (other than an obligation to pay money), and that Party:

- (a) gives the other Parties prompt notice of that Force Majeure Event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
 - (b) uses all possible diligence to remove that force majeure as quickly as possible,
- that obligation is suspended so far as it is affected by the Force Majeure Event during the continuance of that Force Majeure Event and that Party will be allowed a reasonable extension of time to perform its obligations.

30.3 Parties to meet

If, after 30 days, the Force Majeure Event has not ceased, the Parties will meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.

30.4 Exceptions

Nothing in this clause 30:

- (a) affects any obligation to pay money; or

- (b) requires the settlement of strikes, lockouts or other labour disputes or claims or demands on terms contrary to the Rules or policies of the Party affected.

31. Notices and other communications

31.1 Service of notices

A notice, demand, consent, approval or communication under this Collaboration Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or Email to the recipient's address for Notices specified in the General Details, as varied by any Notice given by the recipient to the sender.

31.2 Effective on receipt

A Notice given in accordance with clause 31.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by Email, when the sender's Email system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

32. General

32.1 Approvals and consents

Except where this Collaboration Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Collaboration Agreement.

32.2 Assignment

No Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this Collaboration Agreement except with the written consent of the other Parties.

32.3 Sub-contracting

A Party shall not sub-contract the performance of a substantial part of the Project of the Collaboration, except with the prior approval of the other Party.

32.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Collaboration Agreement.

32.5 Survival

The continuing obligations described in clause 19 are independent and survive termination of this Collaboration Agreement. Any other term by its nature intended to survive termination of this Collaboration Agreement survives termination of this Collaboration Agreement.

32.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

32.7 No merger

The rights and obligations of the Parties under this Collaboration Agreement do not merge on completion of any transaction contemplated by this Collaboration Agreement.

32.8 Entire agreement

This agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

32.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Collaboration Agreement and any transaction contemplated by it.

32.10 Severability

A term or part of a term of this Collaboration Agreement that is illegal or unenforceable may be severed from this Collaboration Agreement and the remaining terms or parts of the terms of this Collaboration Agreement continue in force.

32.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

32.12 Governing law and jurisdiction

This agreement is governed by the law of the Applicable Jurisdiction and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Applicable Jurisdiction.

32.13 UN Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Collaboration Agreement.

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the
Commonwealth of Australia as
represented by Geoscience Australia
by its duly authorised representative in
the presence of

Signature of witness

Name of witness (print)

← _____ ←
Signature of representative

Name of representative (print)

Position of representative (print)

Executed by the Shire of York (ABN
533 156 762 47) in the presence of

Signature of witness

Name of witness (print)

← _____ ←
Signature of representative

Name of representative (print)

Position of representative (print)

**Executed by the University of
Adelaide (ABN 61 249 878 937) in the
presence of**

Signature of witness

Name of witness (print)

← _____
Signature of representative

← _____
Name of representative (print)

Position of representative (print)

**Executed by the Western Australian
Department of Fire and Emergency
Services (ABN 39 563 851 304) in the
presence of**

Signature of witness

Name of witness (print)

← _____
Signature of representative

← _____
Name of representative (print)

Position of representative (print)

Schedule 1 - Collaboration Details

Item	Issue	Clause Ref	Details
1.	Commencement Date	clause 2	Date of signature by all Parties
2.	Completion Date	clause 2	30 th June 2022
3.	Project	clause 1.1	<p>The Project that is to be undertaken under this Collaboration Agreement, and in accordance with the Plan, is:-</p> <p>Project Name: York Earthquake Building Mitigation Implementation Project</p>
4.	Collaboration Objectives	clause 5(a)	<ul style="list-style-type: none"> • <u>Review the outcomes of the implementation on selected buildings of the retrofit information developed under the Bushfire and Natural Hazards CRC project “Earthquake Mitigation Case Study for Regional Town of York, WA” that developed guidance on the retrofit of six older masonry building types common in the Western Australian (WA) town of York. This objective would entail contributions from an Industry Reference Group formed as part of this collaboration that includes building professionals, the construction industry, insurers and property owners.</u> • <u>Refine and broaden the retrofit information for the retrofit of six older masonry building types and make this information accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website..</u> • <u>Develop and refine retrofit information for three additional older masonry building types common in WA communities. This process would involve contributions from the Industry Reference Group and the information will also be made accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website..</u> • <u>Promote skills in the building design professions and the building industry within communities to build design expertise and facilitate access to affordable earthquake retrofit construction services.</u> • <u>To engage with the local York Community</u>

Collaboration Agreement York Earthquake Building Mitigation GA Ref

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			throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit to reduce the earthquake risk of York.
5.	Collaboration Field	clause 5(a)	Earthquake risk reduction through building retrofit.
6.	Contributions	clause 7(a)	<p>Total non-cash contribution from <u>Geoscience Australia</u> (\$211,000 salary):</p> <ul style="list-style-type: none"> • 0.40 FTE – Year 1 • 0.17 FTE – Year 2 • 0.28 FTE – Year 3 <p>Total cash contribution from the <u>Shire of York</u> through the NDRP grant funding - \$250,000 total as per the following:-</p> <p>To Geoscience Australia:-</p> <p>Year 1 \$0 (excl. GST)</p> <p>Year 2 \$126,500 (excl. GST)</p> <p>Year 3 \$35,000 (excl. GST)</p> <p>To the University of Adelaide:-</p> <p>Year 1 \$0 (excl. GST)</p> <p>Year 2 \$61,500 (excl. GST)</p> <p>Year 3 \$27,000 (excl. GST)</p> <p>Total non-cash contribution from the Shire of York (\$76,000 salary):-</p> <ul style="list-style-type: none"> • 0.26 FTE – Year 1 • 0.26 FTE – Year 2 • 0.27 FTE – Year 3 <p>Total non-cash Contribution from <u>University of Adelaide</u> (\$135,000 salary):-</p> <ul style="list-style-type: none"> • 0.20 FTE – Year 1 • 0.12 FTE – Year 2 • 0.23 FTE – Year 3 <p>Total cash contribution from DFES</p> <ul style="list-style-type: none"> • \$7,500 for life of project (\$2,500 per FY) <p>In-kind contribution from DFES</p> <ul style="list-style-type: none"> • \$27,000 for life of project (\$9000 per FY)
7.	Specified Personnel	clause 8	<p>Shire of York</p> <ul style="list-style-type: none"> • Darren Wallace emids@york.wa.gov.au • Carol Littlefair carol.littlefair@york.wa.gov.au

			<p>Geoscience Australia</p> <ul style="list-style-type: none"> Mark Edwards mark.edwards@ga.gov.au Martin Wehner martin.wehner@ga.gov.au Hyeuk Ryu hyeuk.ryu@ga.gov.au <p>University of Adelaide</p> <ul style="list-style-type: none"> Michael Griffith michael.griffith@adelaide.edu.au Jaroslav Vaculik Jaroslav.vaculik@adelaide.edu.au <p>WA Department of Fire and Emergency Services</p> <ul style="list-style-type: none"> Justin Whitney justin.whitney@dfes.wa.gov.au Mark Williams mark.williams@dfes.wa.gov.au
8.	Background IP	clause 9.1(a)	Not applicable
9.	Background IP register	clause 9.5	Not applicable
10.	Plan	clause 10.2	Attached: Schedule 2
11.	Reports	clause 10.3(a)(ii)	<p>Annual report: 30th June 2020</p> <p>Annual report: 30th June 2021</p> <p>Final report: 30th June 2022</p>
12.	Ownership of Project IP	clause 12.1	<p>Ownership of Project IP shall be jointly owned by all Collaborators.</p> <p>Notwithstanding this, shared ownership does not circumvent the confidentiality provisions stipulated in Clause 24, and controls around publication which are stipulated in Item 19 (Publications) below.</p>
13.	Calculation of Participating Share	clause 1.1	Not Applicable
14.	Project IP Register	clause 12.10	Not Applicable
15.	Parties' rights to use Project IP	clause 12.3	Not Applicable
16.	Use Field	clause 1.1 and 12.3	Not Applicable
17.	Use Field Conditions	clause 1.1 and 12.3	Not Applicable
18.	Publications	clause 23.1	<ul style="list-style-type: none"> Any Confidential Information contributed to the Project by any signatory Party must be kept confidential and not disclosed, except as otherwise

			<p>provided in Clause 24.</p> <ul style="list-style-type: none">• Outputs derived using a combination of Confidential and non-confidential data will be treated as Confidential Information, unless it is reviewed by the concerned Parties and written approval is provided stating such outputs to be in the public domain (Clause 24.5).• The obligations of confidentiality imposed on a Party will survive termination of this Collaboration Agreement (Clause 24.8).• Publication of specific information on buildings undergoing retrofit studied as part of this project shall be consistent with the agreed level of disclosure contained in the DPLH over-arching funding agreement with the property owner.• Project partners agree to enable and promote the widest sharing through publication of project outcomes possible while subject to the other provisions of Item 19 of Schedule 1.
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Schedule 2 - Project Brief

Project Name	York Earthquake Building Mitigation Implementation Project
---------------------	---

Project Owner	Division	Positioning and Community Safety Division, Geoscience Australia
	Branch	Community Safety
	Section	Vulnerability, Resilience and Mitigation
	Contact Name	Mark Edwards
	Contact Phone	+61 (2) 6249 9420

Proposed Start Date	On signing
Proposed Delivery Date	30 th June 2022

Primary Client Information

Primary Client	The Shire of York
Contact Name	Chris Linnell
Contact Phone	+61 (8) 96412233

Collaboration Agreement

Detailed information

Brief Description	The Collaboration Project will refine, augment and disseminate information developed under the Bushfire and Natural Hazards Collaborative Research Centre (BNHCRC) for the retrofit of older unreinforced masonry buildings for earthquake hazard. It will further promote expertise with building design professionals and with the construction industry to support the availability of competent, accessible and cost effective retrofit measures for high risk buildings in Australian communities.
Proposed Strategy	The proposed strategy will build on the previous BNHCRC research. It will draw upon the sector expertise of the collaborating partner in local government risk management, heritage preservation, state government emergency management and science to develop and make discoverable information that can inform retrofit efforts to reduce the earthquake risk of communities. It will also draw upon the contributions of an Industry Reference Group to ensure that the outcomes information products are fit for purpose. This will be facilitated through the study of the implementation of the current retrofit information on actual heritage buildings in York giving both the project team and the Industry Reference Group the opportunity to observe the construction works at various stages of completion. The strategy will be to extend the BNHCRC research to other building types found in York and in other WA communities. These buildings would be selected by the project team with a view to a wider application of the project outcomes outside of York and for potential use in other states. Finally, the strategy is to communicate this work through web delivery and to promote this information through selected fora
Background	<p>Previous Work:</p> <ul style="list-style-type: none"> 2013-2019 BNHCRC Project "Cost-effective mitigation strategy development for building related earthquake risk" 2018-2019 BNHCRC Utilisation Project "Earthquake Mitigation Case Study for Regional Town of York, Western Australia"
High level deliverables	<ul style="list-style-type: none"> Refined retrofit information for six older masonry building types and make this information accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website.. Retrofit information for three additional older masonry building types common in WA communities. This process would involve contribution for the Industry Reference Group and the information will also be made accessible to the WA Department of Planning, Lands and Heritage for online delivery through its website.. Promotion of skills in the building design professions and the building industry for earthquake retrofit of masonry structures. Raised earthquake risk awareness in the local York Community of the mitigation options reduce the earthquake risk of the town.
Assumptions, Dependencies, Constraints	<p>Assumptions:</p> <ol style="list-style-type: none"> The Shire of York will enable and/or promote retrofit action with the aim to retrofit as many building types possible in York during the course of the project agreement. Buildings for retrofit where possible will all be of different types and selected from the current suite of six. An Industry Reference Group (IRG) can be successfully established with representation from key sector interests. That the IRG will have access to the information developed for the six building types, to observe as they are able retrofit works in York under

Collaboration Agreement

	<p>taken in association with this project, and to the new retrofit information developed for the three additional building types.</p> <p>Dependencies:</p> <ol style="list-style-type: none"> 1. Building retrofit projects undertaken in York to study. 2. Feedback from the IRG <p>Constraints:</p> <ol style="list-style-type: none"> 1. GA will use its current understanding of earthquake hazard in the town of York from the recently released NSHA18 national bedrock hazard assessment..
Project scope and exclusions	<p>Exclusions:</p> <ul style="list-style-type: none"> • Physical retrofit work will not be undertaken as part of this project.
Governance	<p>The project will be led by the Shire of York who is the primary party of the over-arching 2018-19 Natural Disaster Resilience Program (NDRP) project by the same name; "York Earthquake Building Mitigation Implementation Project" funded by State and Federal Government. The Project Steering Committee will be comprised of at least one representative from each collaborating organisation and will meet on a 3 monthly basis at a time convenient. Meeting minutes will be kept with the Shire of York acting as the Secretariat. The chair of the Project Steering Committee will be elected by the committee members at its inaugural meeting.</p> <p>The project activities will be managed by Geoscience Australia and the management of the over-arching NDRP agreement with the DFES will be managed by the Shire of York as the party to that agreement. Cash payments to collaborating partners as per Item 5 of Schedule 1 will also be managed by the Shire of York against milestone deliverables.</p>
Advisory	<p>The project will also draw upon industry review through the establishment of an Industry Reference Group that will meet three times on an annual basis.</p>
Key Milestones	<ol style="list-style-type: none"> 1. <u>Project Initiation Meeting of Project Partners</u> (after signing – 15 July 2019) Responsibility: Shire of York and Geoscience Australia (GA) Tasks: <ol style="list-style-type: none"> 1.1. Agree scope. 1.2. Agree on information product types. 2. <u>Inaugural Project Steering Committee Meeting</u> (Aug 2019) Responsibility: Shire of York and GA Tasks: <ol style="list-style-type: none"> 2.1. Review and refine project plan. 2.2. Consensus on the composition of the proposed Industry Reference Group 2.3. Selection of additional three building types 3. <u>Inaugural Industry Reference Group Meeting</u> (Oct 2019) Responsibility: GA and Shire of York

Collaboration Agreement

	<p>Tasks:</p> <p>3.1. Review project and role of IRG.</p> <p>3.2. Finalise the terms of reference for the IRG</p> <p>4. <u>Selection of Buildings for Retrofit in York</u> (from Nov 2019)</p> <p>Responsibility: Shire of York and DPLH</p> <p>Tasks:</p> <p>4.1. Select buildings for retrofit</p> <p>4.2. Facilitate as able, funding arrangements with building owners</p> <p>Negotiate access of IRG and project team to periodically observe retrofit implementation.</p> <p>5. <u>Develop Retrofit Information</u> (Jul 2020 to June 2021)</p> <p>Responsibility: GA and the University of Adelaide:</p> <p>5.1. Develop retrofit strategies for building components.</p> <p>5.2. Develop fragility functions for retrofitted and non-retrofitted elements.</p> <p>5.3. Assess overall retrofit effectiveness.</p> <p>5.4. Delivery of building retrofit information.</p> <p>6. <u>Web Based Communication Products</u> (April 2022)</p> <p>Responsibility: GA, the University of Adelaide and the Shire of York.</p> <p>Tasks:</p> <p>6.1. Supply of web based communication products</p> <p>6.2. DPLH website accessibility</p> <p>6.3. Links established to Shire of York and GA websites</p> <p>7. <u>National Application Products</u> (May 2022)</p> <p>Responsibility: GA and the University of Adelaide</p> <p>Tasks:</p> <p>7.1. Review by IRG</p> <p>7.2. Adapted information products</p> <p>8. <u>Final Reporting and Dissemination</u> (June 2022)</p> <p>Responsibility: All partners</p> <p>8.1. Final Report</p> <p>8.2. Presentation to SEMC Risk Subcommittee and State Heritage Council.</p>
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High Level Risks

	Risk	Category	Treatment Strategy	Residual Level
1	Lack of retrofit building examples	Case study retrofit	<p>Shire of York to include Shire properties where building owner engagement is assured.</p> <p>Project team to promote engagement with community to highlight earthquake risk with property owners and their need for action.</p>	Moderate

Collaboration Agreement

2	Lack of Industry Reference Group Engagement	Stakeholder	Minimise impost of IRG in participating. Communicating the significance of the project activity and deliverables to their sector interests	Moderate
3	Loss of key GA staff	Workforce	Maintain flexibility within GA staff to fill gaps caused by potential loss.	Low
4	Loss of key University of Adelaide academic staff	Workforce	Maintain flexibility within University of Adelaide research staff to fill gaps caused by potential loss.	Moderate

Collaboration Agreement

GA Ref:

Collaboration Agreement

The Commonwealth of Australia as represented by Geoscience Australia (**GA**)

The Shire of York

The University of Adelaide

The Department of Fire and Emergency Services, WA (**DFES**)

Collaboration Agreement

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Details

Date

Parties

Name The Commonwealth of Australia as represented by Geoscience Australia
 ABN 80 091 799 039
 Notice details Cnr Jerrabomberra Ave and Hindmarsh Drive, Symonston ACT 2609
Postal Address:
 GPO Box 378 Canberra ACT 2601 Australia
 Email : martine.woolf@ga.gov.au
 Attention : Martine Woolf

Name **THE UNIVERSITY OF ADELAIDE** (ABN 61 249 878 937) a body corporate established pursuant to the *University of Adelaide Act 1971* and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005 ("**the University**")
 ABN ABN 61 249 878 937
 Notice details Mason Erkelens
 Business Development Specialist
 Innovation & Commercial Partnerships
 The University of Adelaide
 Level 4, Rundle Mall Plaza, 50 Rundle Mall, Adelaide SA 5000
 +61 8 8313 3695
mason.erkelens@adelaide.edu.au
www.adelaide.edu.au

Name **The SHIRE OF YORK**
 ABN 553 156 762 47
 Notice details Chief Executive Officer, Mr. Chris Linnell
 Shire Offices
 1 Joaquina Street
 York
 Western Australia
 6302
 PO Box 22 York, WA 6302
 08 96412233
ceosec@york.wa.gov.au

Name	DEPARTMENT OF FIRE AND EMERGENCY SERVICES WESTERN AUSTRALIA
ABN	39 563 851 304
Notice details	Department of Fire and Emergency Services Western Australia
	20 Stockton Bend
	Cockburn Central
	WA 6164
	P: (08) 9395 9438
	E: Stephen.Gray@dfes.wa.gov.au
	info@dfes.wa.gov.au

Background

- A The Parties have nominated to combine their collective expertise across the sectors of local government risk management, state government heritage preservation, state emergency management and science to develop and make discoverable information that can inform retrofit efforts to reduce the earthquake risk of communities. In particular, the information is for the retrofit of older unreinforced masonry buildings that have historically proven to be the most vulnerable type to Australian earthquakes. To this end, the arrangement seeks to:
- (i) Review the outcomes of the implementation on selected buildings of the retrofit information developed under the Bushfire and Natural Hazards CRC project “Earthquake Mitigation Case Study for Regional Town of York, Western Australia” that developed guidance on the retrofit of six older masonry building types common in the Western Australian (WA) town of York. This objective would entail contributions from an Industry Reference Group (IRG) that includes building professionals, the construction industry, insurers and property owners.
 - (ii) Refine and broaden the retrofit information for the retrofit of six older masonry building types and make this information accessible online through the WA Department of Planning, Lands and Heritage website.
 - (iii) Develop and refine retrofit information for three additional older masonry building types common in WA communities. This process would involve contributions from the Industry Reference Group and the information will also be made accessible online through the WA Department of Planning, Lands and Heritage website.
 - (iv) Promote skills in the building design professions and the building industry within communities to build design expertise and facilitate access to affordable earthquake retrofit construction work.
 - (v) To engage with the local York Community throughout the project to raise earthquake risk awareness, an understanding of the mitigation options and promote uptake of retrofit cost sharing to reduce the earthquake risk of York.
- B The Parties have expressed the wish to establish this research collaboration (**Collaboration**) to undertake the **York Earthquake Building Mitigation Implementation Project (Project)**

Agreed terms

Part A Introduction

1. Defined terms and interpretation

1.1 Definitions

In this Collaboration Agreement:

Agreed Terms means clauses 1 to 32 of this Collaboration Agreement, which set out terms and conditions agreed by the Parties.

Applicable Jurisdiction means the Australian Capital Territory.

Background IP means Intellectual Property that exists prior to the Commencement Date or is created, developed or acquired by a Party independently of the performance of the Project:

- (a) specified in item 8 of the Collaboration Details that a Party has agreed to contribute as Background IP to the Project; or
- (b) that a Party offers to contribute as Background IP for the Project that is agreed in writing by all Parties as being accepted as Background IP for the Project,

and, for the avoidance of doubt, does not include any Project IP.

Budget means the budget for the Project as set out in the Plan including any variations to that budget as agreed by the Parties in writing.

Business Day means, in relation to the doing of any action in a place, a weekday other than a public holiday or bank holiday in that place.

Business Hours means from 9.00am to 5.00pm on any Business Day.

Collaborator is in reference to those persons or bodies who sign this Collaboration Agreement, with the exception of Geoscience Australia.

Collaboration means the research collaboration referred to in paragraph B of the Background and agreed to be established by the Parties under this Agreement.

Collaboration Agreement means this agreement between the Parties, as varied from time to time in accordance with clause 16 and it includes its schedules and any attachments.

Collaboration Confidential Information means Confidential Information generated as a result of the Project.

Collaboration Details means the details specified in Schedule 1.

Collaboration Field means the field of research specified in item 5 of the Collaboration Details.

Collaboration Objectives means the objectives of the Parties for the Collaboration as set out in item 4 of the Collaboration Details.

Commencement Date means the date specified in item 1 of the Collaboration Details.

Commercialise, in relation to Intellectual Property, means to:

- (a) manufacture, sell, hire or otherwise exploit a product or process, that uses or incorporates part or all of that Intellectual Property; or
- (b) provide a service, incorporating that Intellectual Property; or
- (c) license any third party to do any of those things; or
- (d) otherwise license or assign the Intellectual Property,

regardless of whether any revenue is generated or intended to be generated. **Commercialisation** has a corresponding meaning.

Completion Date means the date on which the Collaboration is to be completed as set out in item 2 of the Collaboration Details.

Confidential Information means all information that is not in the public domain that is by its nature confidential and that has been designated as confidential by the disclosing party or which is disclosed in circumstances importing an obligation of confidence, and includes all trade secrets, know-how, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written, or oral, visible or invisible).

Contribution, in relation to a Party, means all of the money, assets, Specified Personnel, facilities and services to be contributed by the Party to the Collaboration, as set out in item 6 of the Collaboration Details and the Budget, but does not include any Intellectual Property.

Deliverables means the required deliverables for the Project as described in the Plan.

Financial Year means a period of 12 months ending 30 June each year, or where the context necessitates a part of such period.

Improvements means a modification, enhancement or improvement of Project IP such that the improved Project IP cannot be used without infringing the Intellectual Property rights in the underlying Project IP.

Intellectual Property or IP includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.

Milestones means the milestones for the Project as set out in the Plan.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Participating Shares means a Party's interest in the Project IP as specified in the Collaboration Details as varied in accordance with clause 12.2.

Party means those persons or bodies who sign this Collaboration Agreement.

Party Confidential Information means any Confidential Information of a Party, not including Collaboration Confidential Information.:

Plan means the plan for carrying out the Collaboration as set out in item 10 of the Collaboration Details including any variations to that plan as agreed by the Parties in writing.

Project means the project set out in item 3 of the Collaboration Details to be carried out under this Collaboration Agreement by the Parties in accordance with the Plan.

Project IP means Intellectual Property developed in the course of carrying out the Project, but excludes Background IP.

Project Leader means the person appointed under clause 10 and the Plan to act as a leader of the Project.

Rules means the constitution, enacting legislation and its provisions, or any other form of provisions or policy statements governing the organisation and operation of a Party.

Specified Personnel means the personnel of a Party allocated to the Collaboration as part of that Party's Contribution (if any).

Term means the term of this Collaboration Agreement ascertained in accordance with clause 3.

Use Field means the purpose for which each Party may use the Project IP as specified in item 16 of the Collaboration Details but does not include Commercialisation.

Use Field Conditions means any conditions relevant to a Use Field specified in item 17 of the Collaboration Details.

1.2 Interpretation

In this Collaboration Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
- (f) a reference to a Party to a document (including this agreement) includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) headings are for ease of reference only and do not effect interpretation.

2. Priority of documents

If there is inconsistency between any of the documents forming part of this Collaboration Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Collaboration Details;
- (c) any attachments to the Collaboration Details; and
- (d) any documents incorporated by reference in this Collaboration Agreement.

3. Term of this Collaboration Agreement

- (a) This agreement will commence on the Commencement Date and, subject to earlier termination, will remain in force until the Completion Date.
- (b) Notwithstanding clause 3(a), the Parties may by written agreement determine that this Collaboration Agreement will continue upon the terms specified in that written agreement.

Part B Establishing the Collaboration

4. The Collaboration

The Parties agree that:

- (a) the rights, duties, obligations and liabilities of the Parties in relation to the Collaboration shall in every case, be several and not joint or joint and several;
- (b) in relation to the Project, they do not carry on business in common with a view to joint profit and do not receive income jointly;
- (c) the relationship between the Parties is one of collaborative venturers and is limited to carrying out the Project so that nothing contained in this Collaboration Agreement constitutes any of them as agent, partner or trustee of each other, or creates any agency, partnership or trust for any purpose whatsoever;
- (d) except as otherwise specifically provided in this Collaboration Agreement, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party; and
- (e) except as otherwise specifically provided in this Collaboration Agreement, liabilities incurred by or on behalf of a Party for the purposes of the Project shall be incurred severally and not jointly.

5. Collaboration Objectives

- (a) The objectives of the Collaboration are those specified in item 4 of the Collaboration Details.
- (b) In the interpretation of a provision of this Collaboration Agreement, a construction that would promote the Collaboration Objectives will be preferred to a construction that would not promote the Collaboration Objectives.

6. Major promises

Each Party agrees:

- (a) to diligently conduct its part of the Project and observe and perform its respective obligations and commitments set out in this Collaboration Agreement;
- (b) to carry out its part of the Project to a high standard, and in doing so, actively promote the Collaboration Objectives;
- (c) to provide its Contributions to the Collaboration in accordance with the terms of this Collaboration Agreement;
- (d) to apply the Contributions only for the purpose of carrying out the Project in accordance with this Collaboration Agreement;
- (e) not unreasonably delay any action, approval, direction, determination or decision which is required of it in relation to the Collaboration;
- (f) use reasonable efforts to ensure that its directors, officers, employees, agents, contractors, students and other representatives involved in any way with the Collaboration give full force and effect to the provisions of this Collaboration Agreement including the other provisions of this clause 6;
- (g) that the Project will be carried out by or through the Parties; and
- (h) to act reasonably and in good faith in performing its obligations under this Collaboration Agreement.

Part C Collaboration resources

7. Contributions

- (a) Contributions to the Project by the Parties are specified in item 6 of the Collaboration Details and the Budget.
- (b) Each Party agrees to spend the cash component of its respective Contributions for the purpose of pursuing the Project and to apply to the Project the non-cash component of its respective Contributions, as specified in this Collaboration Agreement and at the Collaboration Details.

8. Specified Personnel

- (a) Each Party agrees to make its Specified Personnel available for the operation of the Collaboration.
- (b) Each Party must procure that Project IP created by any of its Specified Personnel will be owned and dealt with according to the provisions of this Collaboration Agreement.
- (c) A Party may withdraw any of its Specified Personnel upon reasonable notice to the other Party provided it provides replacements for such personnel who are reasonably acceptable to the other Party.

Part D Project provisions

9. Background IP

9.1 Contribution of Background IP to Project

Each Party will make its Background IP available to the Project:

- (a) as specified in item 8 of the Collaboration Details; and
- (b) in accordance with any written agreement between the Parties subsequent to this Collaboration Agreement.

9.2 Warranty

Each Party represents and warrants to the other Parties that:

- (a) to the best of its knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;
- (b) except to the extent:
 - (i) disclosed in the Collaboration Details; or
 - (ii) in the case of any Background IP not specified in the Collaboration Details, notified in writing to the other Parties at the time of offering such Background IP, the Party has not entered any agreement regarding, or otherwise dealt with, that Background IP that is inconsistent with the rights granted to the other Parties as described in the Collaboration Details or this clause 9; and
- (c) it will not enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Parties as described in the Collaboration Details or this clause 9.

9.3 Licence for Project use

Each Party grants to each other Party an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Party's Background IP made available to the Project during the Term for the purposes of carrying out the Project, subject to any restrictions on its use:

- (a) specified in the Collaboration Details (including a right to sublicense); or
- (b) in the case of any Background IP not specified in the Collaboration Details, notified in writing to the other Party at the time of offering such Background IP (including a right to sublicense).

9.4 Acknowledgment

Subject to the rights granted in this clause 9, the Parties acknowledge and agree that a Party retains the right to control and use its Background IP and that ownership of the Background IP does not change. The Background IP owner may continue to use its Background IP freely (provided that the use is not inconsistent with the terms of this Collaboration Agreement).

9.5 Register

The Party specified in item 9 of the Collaboration Details shall maintain a register recording all Background IP under this Collaboration Agreement, including any encumbrances or restrictions on its use specified or notified in accordance with clause 9.3.

9.6 Infringement of Background IP

The Parties agree that they will take all necessary steps to give each other prompt notice of any infringement of Background IP which comes to their attention.

10. Project management and reporting

10.1 Project Leader

- (a) The Parties will appoint a Project Leader.
- (b) The Party that employs the Project Leader must use its reasonable efforts to ensure that the Project Leader:
 - (i) uses his or her reasonable efforts to ensure the Project is conducted:
 - (A) in accordance with the Plan;
 - (B) so as to achieve the Milestones and Collaboration Objectives; and
 - (C) so as to provide the Deliverables;
 - (ii) manages the day to day conduct of the Project;
 - (iii) provides scientific leadership to the Project;
 - (iv) is responsible for administration of all Project personnel including any students; and
 - (v) maintains financial records and research and technical records as directed by the Parties.

10.2 Carrying out the Project

The Parties must carry out the Project:

- (a) in accordance with the Plan, including the Budget;
- (b) to a professional standard;
- (c) so as to do all things reasonably necessary or desirable to achieve the Collaboration Objectives;
- (d) so as to achieve the Milestones by their required dates;
- (e) so as to provide the Deliverables by their required dates; and
- (f) in accordance with the Project Leader's reasonable directions.

10.3 Project reporting

- (a) The Party that employs the Project Leader must:
 - (i) immediately report to the other Parties:
 - (A) any substantial deviation from the Plan; and
 - (B) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Collaboration Objectives, satisfy any Milestones, provide any Deliverables or be completed within the Budget, including any failure to provide Contributions;
 - (ii) provide reports to the other Parties at the times specified in item 11 of the Collaboration Details on:
 - (C) progress with the Project and its scientific advances, outcomes, key achievements, Deliverables and Milestones;
 - (D) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any

Milestones, provide any Deliverables or be completed within the Budget, including any failure to provide Contributions;

- (E) any significant difficulties encountered during the Project and measures taken or plans to resolve them;
 - (F) any Project IP created (including a description of the Project IP, when it was created and by whom); and
 - (G) the Background IP used in the Project.
- (b) The costs incurred in complying with this clause 10.3 are to be borne by the Party that employs the Project Leader.

10.4 Notification of critical events

Each Party must, as soon as reasonably practicable, but in any event within 14 days of becoming aware, give written notice to each other Party of any litigation threatened or commenced arising out of the Collaboration or any notification from any government agency of breach or alleged breach of any legal obligation by a Party in relation to the Collaboration.

10.5 Parties reporting to the Project Leader

- (a) The Parties acknowledge that the Party employing the Project Leader will require information on the status and results of the Project from time to time in order to fulfil its obligations under this Collaboration Agreement.
- (b) Each Party agrees to provide such information in a timely fashion when requested by the Project Leader.

11. Accounting

11.1 Party accounts

Each Party shall be responsible for keeping separate financial accounts which shall record:

- (a) the cash component of its Contribution;
- (b) all expenditure incurred by the Party from its Contributions in carrying out the Project; and
- (c) any other expenditure associated with its carrying out the Project.

11.2 Provision of information by Parties

Each Party must provide to another Party, within 14 days of a written request from another Party:

- (a) all necessary information from the accounts referred to in clause 11.1; or
- (b) any other information reasonably requested by the other Party relating to the Project.

11.3 Accounting for non-cash Contributions

Each Party is responsible for keeping separate documentation that records each non-cash Contribution and it must provide such documentation to each other Party if reasonably requested to do so by the other Party.

Part E Collaboration outputs

12. Project IP

12.1 Ownership of Project IP

Unless otherwise specified in item 12 of the Collaboration Details, upon its creation Project IP is owned legally and beneficially by the Parties as tenants in common in proportion to their respective Participating Share.

12.2 Calculation of Participating Share

Unless otherwise specified in item 13 of the Collaboration Details, a Party's Participating Share must reflect its proportionate contribution to the conduct of the Project and the general operation of the Collaboration calculated in accordance with the following formulae:

$$PS = (PC/TPC)$$

where:

PS is the Participating Share for a Party;

TPC is the total of all Parties' Contributions made (not Contributions owing nor future Contributions promised) up to the most recent 30 June; and

PC means the Contributions of a Party made (not Contributions owing nor future Contributions promised) up to the most recent 30 June,

provided that the deemed monetary valuation of non-cash Contributions for the purposes of this clause 12.2 is made in accordance with clause.

12.3 Vesting of ownership

The Parties must co-operate with each other and promptly do all acts and things and execute all documents which may be necessary for the purpose of vesting ownership of the legal and beneficial interest in the Project IP as required under this Collaboration Agreement.

12.4 Parties' right to use Project IP

Unless otherwise specified in item 15 of the Collaboration Details and subject to this Collaboration Agreement, each Party has a non-exclusive royalty-free right to use the Project IP (excluding the right to sublicense):

- (a) for the purpose of undertaking the Project in accordance with this Collaboration Agreement; or
- (b) for internal research, education and teaching purposes other than Commercialisation; or
- (c) for the purposes of:
 - (iii) distributing and modifying data generated during the Project; or
 - (iv) providing any products created under an open licence (such as open source Creative Commons or similar); or
 - (v) making the Project IP available on GA's website,
 always at the marginal cost of transfer or such other basis agreed in writing from time to time; or
- (d) for any other public purpose, other than Commercialisation, within the Party's respective Use Field and subject to any Use Field Conditions;

provided that the Party:

- (i) maintains the confidentiality of Confidential Information;
- (ii) exercises such rights in a manner that is consistent with the nature of the Collaboration; and
- (iii) does not prejudice the Parties' ability to:
 - (A) protect the Project IP;
 - (B) use the Project IP to achieve the Collaboration Objectives; or
 - (C) maximise the commercial return from any Project IP that has significant commercial potential.

12.5 Improvements

- (a) Any Intellectual Property in any Improvements made by a Party arising from the exercise of the licence granted under clauses 12.4(a), (c) or (d) will be owned by that Party.

12.6 Dealing with Project IP

- (a) Subject to clause 12.4, no Party may deal with, Commercialise, dispose of or encumber any interest which it might hold in Project IP, without the written consent of the other Party.
- (b) If a Party wishes to Commercialise Project IP, the Party must notify the other Parties and the Parties must negotiate in good faith the Commercialisation arrangements, including any royalty payments and distribution of Commercialisation income.

12.7 Use of Project IP

A Party wishing to use Project IP for any purpose, whether for research or otherwise, not authorised under clause 12.4 must obtain a licence from the other Parties covering such use. The grant of any such licence will be at the Parties' absolute discretion and must include provisions governing ownership and utilisation of further Intellectual Property developed from such use.

12.8 Decision to protect

The Parties may decide whether any outcomes from the Project warrant pursuing patent protection, or other forms of Intellectual Property protection, and if it does, in which countries protection should be sought.

12.9 Apply for protection

Unless otherwise agreed by the Parties, the Parties are to apply for, maintain and prosecute any form of Intellectual Property protection decided on under clause 12.8.

12.10 Registration in Parties' names

For the avoidance of doubt, if patenting or other registrable forms of Intellectual Property protection of Project IP is pursued, such registration:

- (a) is to be in the joint names of all the Parties as tenants in common in proportion to their Participating Shares, unless otherwise specified in item 12 of the Collaboration Details, in which case, is to be as set out in item 12 of the Collaboration Details; and
- (b) where required, will identify:
 - (i) the inventors of the Project IP; and
 - (ii) the beneficial owners of the Project IP.

12.11 Project IP register

The Party specified in item 14 of the Collaboration Details must maintain a Project IP register recording Project IP notified to the Parties, containing at least the following details:

- (a) date of entry on register;
- (b) description of Project IP; and
- (c) identity of the inventor and the Party that developed the Project IP; and
- (d) details of any agreements made by the Parties in relation to disclosure or use of the Project IP.

12.12 Notice of infringement

A Party must give the other Parties prompt notice of any infringement of Project IP which comes to its attention and each Party agrees to give the other Parties all assistance which it may reasonably require in order to protect the Project IP.

12.13 Costs of protection

- (a) Subject to this clause, no costs associated with applying for, maintaining and prosecuting patent or any other form of Intellectual Property protection associated with Project IP (including any action for infringement of the Project IP) and the application, maintenance and prosecution of any actions which may be associated with any such Intellectual Property are to be incurred without the prior written consent of all of the Parties..
- (b) If some, but not all, Parties agree to incur the costs set out in 12.13(a) those Parties will share the costs in proportions agreed in writing.

12.14 Dealing with Project IP

Each Party:

- (a) must respond to a request from another Party to provide information in its possession regarding Project IP that has been developed by the Party or is under development by the Party;
- (b) must use its reasonable efforts to ensure that itself and its employees, agents, contractors, students under their supervision or other persons participating in the Project:
 - (i) identify Project IP generated or developed by them;
 - (ii) promptly communicate details of Project IP to the Project Leader; and
 - (iii) not prejudice protection of Project IP; and
- (c) must not use, Commercialise, dispose of, encumber or otherwise deal with or enter any agreement in relation to any interest that it might hold in Project IP, except as authorised in this Collaboration Agreement;

12.15 Publication and disclosure

Unless authorised under clauses 23 or 24, each Party must not publish or disclose to any third party any Collaboration Confidential Information.

13. Moral Rights

Each Party will use its reasonable efforts to obtain from its respective employees (including Specified Personnel), agents, sub-contractors and students under their supervision any consents in

relation to their Moral Rights that may be reasonably necessary for the Project or the Collaboration.

Part F Allocation of risk

14. Liability

14.1 Individual Responsibility

Each Party is responsible for its own acts and omissions and the acts and omissions of its officers, employees, agents, students or subcontractors.

14.2 Indemnity

Each Party assumes sole responsibility for interpreting and applying the high level Deliverables and releases and indemnifies and agrees to continue to indemnify each other party and its officers, employees, agents and sub-contractors from and against all liability, losses, actions, claims, demands, proceedings, awards, settlements, compensation, damages, costs and expenses, directly or indirectly arising from, or relating to:

- (a) that Party's use of, or reliance on, any part of the Deliverables or that of any other person to whom the Deliverables were provided directly or indirectly;
- (b) breach by that Party of its obligations under this Agreement; or
- (c) any wilful, unlawful or negligent act or omission of that Party.

The liability under the indemnity in this clause 14 will be reduced proportionately to the extent that any negligent act or omission of another Party or its officers, employees, sub-contractors or agents contributed to the relevant loss or liability.

15. Insurance

15.1 Obligation to insure

- (a) Each Party must have and maintain for the Term the following with an insurance company authorised by the Australian Prudential Regulation Authority (APRA):

- (iv) public liability insurance;
- (v) professional indemnity insurance; and
- (vi) any additional types specified in item 18 of the Collaboration Details,

in the amounts specified in item 18 of the Collaboration Details.

- (b) If no amounts are specified in item 18 of the Collaboration Details, each Party will be responsible for its own insurances in relation to its officers, employees, agents, subcontractors and property.

15.2 Act as own insurer or insure with other companies

A Party may be insured with an insurer that is not authorised by APRA provided that it receives the consent of the other Parties.

15.3 Evidence of insurance

Within 10 Business Days of a request, a Party must provide another Party with a certificate of currency of its relevant insurance policies as requested by the other Party from time to time.

Part G Changes

16. Amendments

No agreement or understanding varying this Collaboration Agreement shall be legally binding unless it is in writing signed by all Parties.

17. Termination

17.1 Expiration

Unless the Parties otherwise agree, this Collaboration Agreement will terminate upon expiration of the Term in accordance with clause 2.

17.2 Termination

Subject to this clause 17:

- (a) the Parties may terminate this Collaboration Agreement by written agreement;
- (b) a Party may retire from the Collaboration Agreement by giving 3 months' notice to the other Parties; and
- (c) a Party may expel another Party from this Collaboration Agreement by notice to that other Party if Due Cause has arisen with respect to the other Party and remains unremedied after 21 days following notice to that Party.

17.3 Due Cause

For the purposes of clause 17.2, **Due Cause** means:

- (a) failure to make Contributions when required by this Collaboration Agreement unless otherwise agreed by the Parties;
- (b) unauthorised disclosure of Confidential Information;
- (c) unauthorised publication of information or material;
- (d) unauthorised use or Commercialisation of Project IP or Background IP;
- (e) proposed changes to Specified Personnel that are likely to adversely affect the Collaboration's performance with respect to the Collaboration Objectives;
- (f) any other material breach of this Collaboration Agreement;
- (g) failure to remedy a Conflict in relation to the Collaboration under clause 27 to the satisfaction of the other Party;
- (h) change in the direct or indirect beneficial ownership or control of the Party in question that would affect its ability to comply with its obligations under this Collaboration Agreement;
- (i) disposal of whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (j) ceasing to carry on business;

- (k) insolvency;
- (l) steps taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (m) steps taken to enter into any arrangement between the Party and its creditors other than in the ordinary course of business;
- (n) steps taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person, concerning the whole or any part of the Party's assets, operations or business;
- (o) appointment of an investigator to investigate its affairs as they relate to the Project; or
- (p) assignment of its rights or obligations under this Collaboration Agreement other than in accordance with clause 32.2 (assignment).

18. Effect of termination

- (a) Termination of this Collaboration Agreement for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.
- (b) Notwithstanding the termination of this Collaboration Agreement, unless the Parties agree otherwise, ownership of Project IP will not change.
- (c) Unless the Parties, acting reasonably, agree otherwise, if a Party retires or is expelled from this Collaboration Agreement that Party will lose:
 - (i) all rights to its Participating Share of the Project IP; and
 - (ii) all licences to use the Project IP.

19. Continuing obligations

Unless agreed otherwise by the Parties, on the termination of this Collaboration Agreement the Parties shall continue to be bound by the obligations under clauses 9 (Background IP), 12 (Project IP), 14 (Liability), 15 (Insurance), 17 (Termination), 20 (Books and records), 21 (Audit and Access) and 24 (Confidential Information and privacy) (to the extent that these obligations are applicable to them).

Part H Other matters

20. Books and records

Each Party must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with applicable Accounting Standards, in sufficient detail to enable all receipts and payments related to the Project to be identified and reported in accordance with this Collaboration Agreement; and
- (b) retain and require its subcontractors to retain for a period 7 years after the termination of this Collaboration Agreement all books and records relating to the Project.

21. Audit and access

21.1 Right to conduct audits

- (a) GA or a representative may conduct audits relevant to the performance of the Collaborators' obligations under this Collaboration Agreement.
- (b) GA may, at reasonable times and on giving reasonable notice to a Collaborator:
 - (i) require that Collaborator, its employees, agents or subcontractors to provide documentation, books, records and information that are directly related to the contract; and
 - (ii) have access to the premises of that Collaborator to the extent necessary for GA to exercise its rights under clause 21.1(a).
- (c) The Collaborator must provide GA with any reasonable assistance requested by GA in relation to:
 - (i) its exercise of its rights under this clause 21; and
 - (ii) any inquiry into or concerning the Project or this Collaboration Agreement including any administrative or statutory review, audit or inquiry, any request for information directed to GA, and any inquiry conducted by Parliament or any Parliamentary Committee.

21.2 Auditor-General and Privacy Commissioner

The rights of GA under clause 21.1 apply equally to the Auditor-General or a delegate of the Auditor General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers. The Collaborators must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 21.1, provided that such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

21.3 General

Each Party must bear its own costs of any reviews and/or audits. The Collaborators must ensure that any subcontract entered into for the purpose of this Collaboration Agreement contains an equivalent clause granting the rights specified in this clause 21. This clause 21 applies for the Term and for a period of seven years from the expiry or termination of this Collaboration Agreement.

21.4 Where the Collaborator is an Australian State or Territory government body

Where the Collaborator is an Australian State or Territory government body, the rights conferred on GA by this clause 21 are equally conferred on the Collaborator.

22. Student involvement

Parties who have enrolled students who are involved in the Project, or who have students under their supervision, acknowledge and agree that:

- (a) they must ensure that those students comply with clause 24 (Confidential Information);
- (b) they must ensure that Project IP developed by the student is owned in accordance with clause 12 (Project IP), provided that the student will own the copyright in his or her thesis;

- (c) the only restrictions on publishing a student's thesis will be those reasonably necessary to protect Party Confidential Information, Background IP, Project IP or Collaboration Confidential Information;
- (d) the Parties will not inhibit the right of a student to have his or her thesis examined, but an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (e) before a student becomes involved in any Project, the Parties may require that the student and the institution in which the student is enrolled enter into a written agreement, in a form approved by the Parties, setting out the terms on which the student is involved in the Project, which shall be consistent with the principles in this clause 22.

23. Publications

23.1 Publication of information or material

- (a) The Parties acknowledge that the dissemination of knowledge is an important function of the Collaboration. GA encourages its employees to write articles and publish scientific papers that report and promulgate the results and findings of scientific research in GA publication or external professional journals, and to present papers at scientific conferences and meetings as part of its annual work plan.
- (b) Nonetheless, unless otherwise specified in item 19 of the Collaboration Details, a Party wishing to publish any information or material arising from the Collaboration:
 - (i) shall provide the other Parties with notice of the intended publication and its contents, specifying any Collaboration Confidential Information contained in or referred to in the proposed publication, at least 30 days before it intends to publish the information or material; and
 - (ii) must either:
 - (A) obtain the written consent of the other Parties prior to publication; or
 - (B) amend the proposed publication so that it no longer discloses Collaboration Confidential Information.

23.2 Party Confidential Information

Notwithstanding this clause 23, no Party may publish any information or material containing Party Confidential Information of a Party unless authorised by that Party or unless an exception in clause 24.3 applies.

23.3 Acknowledgement

Subject always to clause 26, each Party must ensure that all publications (including reprints, and despite whether published by the Party or other persons), promotional and advertising materials, public announcements, events and activities in relation to the Collaboration, or any products, processes or inventions developed as a result, acknowledge the contributions (if any) made by other Party and the support of the Collaboration:

- (a) unless directed otherwise by the Party to be acknowledged; and
- (b) provided that a Party may not use the logo of any other Party without the prior written consent of that Party.

24. Confidential Information and privacy

24.1 Obligation

Except as otherwise provided in this clause 24, each Party must keep confidential and not disclose any Confidential Information of another Party.

24.2 Permitted use and disclosure

Each Party may:

- (a) use Confidential Information only for the purposes of this Collaboration Agreement;
- (b) disclose Confidential Information to its:
 - (i) employees;
 - (ii) directors and officers; and
 - (iii) legal, financial or other professional advisorswho have a need to know for the purposes of this Collaboration Agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with clause 24.6;
- (c) use and disclose Confidential Information where authorised under Collaboration Details;
- (d) disclose Confidential Information to the extent required by law; and
- (e) if the Party is the Commonwealth, disclose Confidential Information to its responsible Minister or in response to a request by a House or a Committee of the Parliament.

24.3 Exceptions

- (a) The obligations imposed on a Party by this clause 24 will not apply to Confidential Information which:
 - (i) prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;
 - (ii) is received by a Party from a third Party without any obligation to hold in confidence and which has not been obtained by that third Party directly or indirectly from any Party;
 - (iii) is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information;
 - (iv) in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party; or
 - (v) in the case of Collaboration Confidential Information, the Parties have agreed may be disclosed by that Party.
- (b) A Party is not obliged to maintain the confidentiality of its own Party Confidential Information.
- (c) The Parties acknowledge and agree that nothing in this Collaboration Agreement prevents the Collaboration Confidential Information being provided to any Minister of the State of Western Australia or to the parliament of that state or to any committee or sub-committee of that parliament in the context of any issue or enquiry.

24.4 Onus

The receiving Party has the onus of showing that any of the above exceptions apply.

24.5 Combination of information

A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.

24.6 Employees

Each Party must use its reasonable efforts to ensure that:

- (a) its respective employees, directors, officers, students and advisors who participate in the Project or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 24 as though Parties to this Collaboration Agreement; and
- (b) any of the above mentioned employees, directors, officers, students and advisors who cease to be employees, directors, officers, students or advisors must continue to be bound by such obligations of confidentiality.

24.7 No reduction in privacy obligations

Nothing in this clause 24 derogates from any obligation which any Party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Collaboration Agreement, in relation to the protection of personal information.

24.8 Survival

The obligations of confidentiality imposed on a Party will survive termination of this Collaboration Agreement.

25. Public announcements

Parties to this Agreement will not make any public announcement(s) in relation to the Collaboration or this Collaboration Agreement without first obtaining agreement from all other Parties to the agreement, except if required by law or a regulatory body (including a relevant stock exchange), in which case the relevant Party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of each of the other Parties.

26. Use of Party's name

A Party must not use the name or logo of another Party without the prior written consent of that other Party.

27. Conflicts**27.1 Definition of Conflict**

For the purposes of this clause 27, **Conflict** means any matter, circumstance, interest, or activity affecting a Party (including the officers, employees, agents and subcontractors of the Party) which may or may appear to impair the ability of the Party (**Affected Party**) to carry out its part of the Project diligently and independently in accordance with this Collaboration Agreement.

27.2 Warranty

- (a) Each Party warrants to each other Party that, to the best of its knowledge after making diligent enquiries, at the date of signing this Collaboration Agreement no Conflict exists or is likely to arise in the performance of that Party's obligations under this Collaboration Agreement.
- (b) For the avoidance of doubt, any Conflict declared by a Party is not material where researchers in the Party organisation conduct research in competition with the Collaboration if:
 - (i) those researchers are not part of the Collaboration; and
 - (ii) the researchers have not received Confidential Information related to the Collaboration.

27.3 Dealing with Conflict

If, a Conflict arises, or appears likely to arise, the Affected Party agrees to:

- (a) notify the other Parties immediately;
- (b) subject to any obligations to maintain confidentiality, make full disclosure of all relevant information relating to the Conflict to the other Parties; and
- (c) take such steps as another Party may reasonably require to resolve or otherwise deal with the Conflict.

28. Dispute resolution

28.1 No arbitration or court proceedings

If a dispute arises out of this agreement, including any question regarding its existence, validity or termination (**Dispute**), a Party must comply with this clause 28 before starting arbitration or court proceedings (except proceedings for interlocutory relief).

28.2 Notification

A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

28.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 28.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must either:

- (a) if the Dispute relates to a matter of valuation, refer the Dispute to a valuer in accordance with clause 28.4; or
- (b) refer the Dispute to a mediator if one of them requests; or

28.4 Independent valuation

If the Dispute relates to a matter of valuation the Dispute will be determined by a valuer agreed by the Parties involved in the Dispute or otherwise appointed by the President or acting President of the Institute of Chartered Accountants in Australia.

28.5 Appointment of mediator

If the Parties to the Dispute cannot agree on a mediator within seven days after a request under clause 28.3, the chairman of the Resolution Institute or the chairman's nominee will appoint a mediator.

28.6 Role of mediator

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in writing.

28.7 Confidentiality

Any information or documents disclosed by a Party under this clause 28:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

28.8 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 28. The Parties to the Dispute must equally pay the costs of any mediator.

28.9 Termination of process

A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 28.1 to 28.3. Clauses 28.7 and 28.8 survive termination of the dispute resolution process.

29. GST

29.1 Meaning of words

In this clause 29:

- (a) **GST exclusive consideration** means the consideration payable or to be provided for a Supply, but for the application of this clause 29;
- (b) **Recipient** means a Party to whom a Supply is made;
- (c) **Supply** means a supply made under or in connection with this Collaboration Agreement;
- (d) **Supplier** means a Party making a Supply; and
- (e) words or expressions that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 29.

29.2 Presumption

Any consideration to be paid or provided for a Supply, unless specifically described in this Collaboration Agreement as 'GST-inclusive', does not include an amount on account of GST.

29.3 Gross-up

Despite any other provision in this Collaboration Agreement if a Supplier makes a Supply on which GST is imposed (not being a Supply the consideration for which is specifically described in this Collaboration Agreement as 'GST-inclusive'):

- (a) the GST-exclusive consideration for that Supply, is increased by, and the Recipient must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and

- (b) the amount by which the GST-exclusive consideration is increased under clause 29.3(a) must be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable or to be provided.

29.4 Reimbursement or indemnification

If a payment to a Party under this Collaboration Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

29.5 Tax invoices

A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

30. Force majeure

30.1 Definition

- (a) In this clause 30, a **Force Majeure Event** affecting a Party means, subject to clause 30.1(b), anything outside that Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and failure or delay in transportation and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments or government agencies).
- (b) If a Party to this Collaboration Agreement is a government agency it will not be within the reasonable control of that Party merely because that Party is part of the government that has the legal capacity to perform an act or omission that may otherwise constitute a Force Majeure Event.

30.2 Suspension of obligation

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this Collaboration Agreement (other than an obligation to pay money), and that Party:

- (a) gives the other Parties prompt notice of that Force Majeure Event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and

- (b) uses all possible diligence to remove that force majeure as quickly as possible,

that obligation is suspended so far as it is affected by the Force Majeure Event during the continuance of that Force Majeure Event and that Party will be allowed a reasonable extension of time to perform its obligations.

30.3 Parties to meet

If, after 30 days, the Force Majeure Event has not ceased, the Parties will meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.

30.4 Exceptions

Nothing in this clause 30:

- (a) affects any obligation to pay money; or

- (b) requires the settlement of strikes, lockouts or other labour disputes or claims or demands on terms contrary to the Rules or policies of the Party affected.

31. Notices and other communications

31.1 Service of notices

A notice, demand, consent, approval or communication under this Collaboration Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or Email to the recipient's address for Notices specified in the General Details, as varied by any Notice given by the recipient to the sender.

31.2 Effective on receipt

A Notice given in accordance with clause 31.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by Email, when the sender's Email system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

32. General

32.1 Approvals and consents

Except where this Collaboration Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Collaboration Agreement.

32.2 Assignment

No Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this Collaboration Agreement except with the written consent of the other Parties.

32.3 Sub-contracting

A Party shall not sub-contract the performance of a substantial part of the Project of the Collaboration, except with the prior approval of the other Party.

32.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Collaboration Agreement.

32.5 Survival

The continuing obligations described in clause 19 are independent and survive termination of this Collaboration Agreement. Any other term by its nature intended to survive termination of this Collaboration Agreement survives termination of this Collaboration Agreement.

32.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

32.7 No merger

The rights and obligations of the Parties under this Collaboration Agreement do not merge on completion of any transaction contemplated by this Collaboration Agreement.

32.8 Entire agreement

This agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

32.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Collaboration Agreement and any transaction contemplated by it.

32.10 Severability

A term or part of a term of this Collaboration Agreement that is illegal or unenforceable may be severed from this Collaboration Agreement and the remaining terms or parts of the terms of this Collaboration Agreement continue in force.

32.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

32.12 Governing law and jurisdiction

This agreement is governed by the law of the Applicable Jurisdiction and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Applicable Jurisdiction.

32.13 UN Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Collaboration Agreement.

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the
Commonwealth of Australia as
represented by Geoscience Australia
by its duly authorised representative in
the presence of

Signature of witness

Name of witness (print)

← _____ ←
Signature of representative

Name of representative (print)

Position of representative (print)

Executed by the Shire of York (ABN
...) in the presence of

Signature of witness

Name of witness (print)

← _____ ←
Signature of representative

Name of representative (print)

Position of representative (print)

**Executed by the University of
Adelaide (ABN 61 249 878 937) in the
presence of**

Signature of witness

Name of witness (print)

← _____
Signature of representative

Name of representative (print)

Position of representative (print)

**Executed by the Western Australian
Department of Planning, Lands and
Heritage (ABN ...) in the presence of**

Signature of witness

Name of witness (print)

← _____
Signature of representative

Name of representative (print)

Position of representative (print)

**Executed by the Western Australian
Department of Fire and Emergency
Services (ABN ...) in the presence of**

Signature of witness

Name of witness (print)

← _____
Signature of representative

Name of representative (print)

Position of representative (print)

Schedule 1 - Collaboration Details

Item	Issue	Clause Ref	Details
1.	Commencement Date	clause 2	Date of signature by all Parties
2.	Completion Date	clause 2	30 th June 2022
3.	Project	clause 1.1	<p>The Project that is to be undertaken under this Collaboration Agreement, and in accordance with the Plan, is:-</p> <p>Project Name: York Earthquake Building Mitigation Implementation Project</p>
4.	Collaboration Objectives	clause 5(a)	<ul style="list-style-type: none"> • <u>Review the outcomes of the implementation on selected buildings of the retrofit information developed under the Bushfire and Natural Hazards CRC project “Earthquake Mitigation Case Study for Regional Town of York, WA”</u> that developed guidance on the retrofit of six older masonry building types common in the Western Australian (WA) town of York. This objective would entail contributions from an Industry Reference Group formed as part of this collaboration that includes building professionals, the construction industry, insurers and property owners. • <u>Refine and broaden the retrofit information for the retrofit of six older masonry building types</u> and make this information accessible online through the WA Department of Planning, Lands and Heritage website. • <u>Develop and refine retrofit information for three additional older masonry building types common in WA communities.</u> This process would involve contributions from the Industry Reference Group and the information will also be made accessible online through the WA Department of Planning, Lands and Heritage website. • <u>Promote skills in the building design professions and the building industry</u> within communities to build design expertise and facilitate access to affordable earthquake retrofit construction services. • <u>To engage with the local York Community throughout the project</u> to raise earthquake risk

Collaboration Agreement York Earthquake Building Mitigation GA Ref

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			awareness, an understanding of the mitigation options and promote uptake of retrofit cost sharing to reduce the earthquake risk of York.
5.	Collaboration Field	clause 5(a)	Earthquake risk reduction through building retrofit.
6.	Contributions	clause 7(a)	<p>Total non-cash contribution from <u>Geoscience Australia</u> (\$211,000 salary):</p> <ul style="list-style-type: none"> • 0.40 FTE – Year 1 • 0.17 FTE – Year 2 • 0.28 FTE – Year 3 <p>Total cash contribution from the <u>Shire of York</u> - \$250,000 total as per the following:-</p> <p>To Geoscience Australia:-</p> <p>Year 1 \$60,500 (excl. GST)</p> <p>Year 2 \$66,000 (excl. GST)</p> <p>Year 3 \$35,000 (excl. GST)</p> <p>To the University of Adelaide:-</p> <p>Year 1 \$36,500 (excl. GST)</p> <p>Year 2 \$24,500 (excl. GST)</p> <p>Year 3 \$27,000 (excl. GST)</p> <p>Total non-cash contribution from the Shire of York (\$76,000 salary):-</p> <ul style="list-style-type: none"> • 0.26 FTE – Year 1 • 0.26 FTE – Year 2 • 0.27 FTE – Year 3 <p>Total non-cash Contribution from <u>University of Adelaide</u> (\$135,000 salary):-</p> <ul style="list-style-type: none"> • 0.20 FTE – Year 1 • 0.12 FTE – Year 2 • 0.23 FTE – Year 3 <p>Total non-cash Contribution from the <u>Department of Planning, Lands and Heritage</u> (\$90,000 salary):</p> <ul style="list-style-type: none"> • 0.07 FTE – Year 1 • 0.07 FTE – Year 2 • 0.22 FTE – Year 3
7.	Specified Personnel	clause 8	<p>Shire of York</p> <ul style="list-style-type: none"> • Darren Wallace emids@york.wa.gov.au • Carol Littlefair carol.littlefair@york.wa.gov.au <p>Geoscience Australia</p> <ul style="list-style-type: none"> • Mark Edwards

			<p>mark.edwards@ga.gov.au</p> <ul style="list-style-type: none"> • Martin Wehner martin.wehner@ga.gov.au • Hyeuk Ryu hyeuk.ryu@ga.gov.au <p>University of Adelaide</p> <ul style="list-style-type: none"> • Michael Griffith michael.griffith@adelaide.edu.au • Jaroslav Vaculik Jaroslav.vaculik@adelaide.edu.au <p>WA Department of Planning, Lands and Heritage</p> <ul style="list-style-type: none"> • Harriett Wyatt harriet.wyatt@dplh.wa.gov.au • Christine Otter christine.otter@dplh.wa.gov.au • Courtney Heldt courtney.heldt@dplh.wa.gov.au • Callum Crofton callum.crofton@dplh.wa.gov.au • Janine Symons janine.symons@dplh.wa.gov.au <p>WA Department of Fire and Emergency Services</p> <ul style="list-style-type: none"> • Justin Whitney justin.whitney@dfes.wa.gov.au • Mark Williams mark.williams@dfes.wa.gov.au
8.	Background IP	clause 9.1(a)	Not applicable
9.	Background IP register	clause 9.5	Not applicable
10.	Plan	clause 10.2	Attached: Schedule 2
11.	Reports	clause 10.3(a)(ii)	<p>Annual report: 30th June 2020</p> <p>Annual report: 30th June 2021</p> <p>Final report: 30th June 2022</p>
12.	Ownership of Project IP	clause 12.1	<p>Ownership of Project IP shall be jointly owned by all Collaborators.</p> <p>Notwithstanding this, shared ownership does not circumvent the confidentiality provisions stipulated in Clause 24, and controls around publication which are stipulated in Item 19 (Publications) below.</p>
13.	Calculation of Participating Share	clause 12.2	Not Applicable
14.	Project IP Register	clause 12.11	Not Applicable
15.	Parties' rights to use	clause 12.4	Not Applicable

	Project IP		
16.	Use Field	clause 1.1 and 12.4	Not Applicable
17.	Use Field Conditions	clause 1.1 and 12.4	Not Applicable
18.	Insurance	clause 15.1	Each Party will be responsible for its own insurances in relation to its officers, employees, agents, subcontractors and property.
19.	Publications	clause 23.1	<ul style="list-style-type: none"> Any Confidential Information contributed to the Project by any signatory Party must be kept confidential and not disclosed, except as otherwise provided in Clause 24. Outputs derived using a combination of Confidential and non-confidential data will be treated as Confidential Information, unless it is reviewed by the concerned Parties and written approval is provided stating such outputs to be in the public domain (Clause 24.5). The obligations of confidentiality imposed on a Party will survive termination of this Collaboration Agreement (Clause 24.8). Publication of specific information on buildings undergoing retrofit studied as part of this project shall be consistent with the agreed level of disclosure contained in the DPLH over-arching funding agreement with the property owner. Project partners agree to enable and promote the widest sharing through publication of project outcomes possible while subject to the other provisions of Item 19 of Schedule 1.

Schedule 2 - Project Brief

Project Name	York Earthquake Building Mitigation Implementation Project
---------------------	--

Project Owner	Division	Positioning and Community Safety Division, Geoscience Australia
	Branch	Community Safety
	Section	Vulnerability, Resilience and Mitigation
	Contact Name	Mark Edwards
	Contact Phone	+61 (2) 6249 9420

Proposed Start Date	On signing
Proposed Delivery Date	30 th June 2022

Primary Client Information

Primary Client	The Shire of York
Contact Name	Paul Martin
Contact Phone	+61 (7) 3860 2459

Collaboration Agreement

Detailed information

Brief Description	The Collaboration Project will refine, augment and disseminate information developed under the Bushfire and Natural Hazards Collaborative Research Centre (BNHCRC) for the retrofit of older unreinforced masonry buildings for earthquake hazard. It will further promote expertise with building design professionals and with the construction industry to support the availability of competent, accessible and cost effective retrofit measures for high risk buildings in Australian communities.
Proposed Strategy	The proposed strategy will build on the previous BNHCRC research. It will draw upon the sector expertise of the collaborating partner in local government risk management, state government heritage preservation, emergency management and science to develop and make discoverable information that can inform retrofit efforts to reduce the earthquake risk of communities. It will also draw upon the contributions of an Industry Reference Group to ensure that the outcomes information products are fit for purpose. This will be facilitated through the study of the implementation of the current retrofit information on actual heritage buildings in York giving both the project team and the Industry Reference Group the opportunity to observe the construction works at various stages of completion. The strategy will be to extend the BNHCRC research to other building types found in York and in other WA communities. These buildings would be selected by the project team with a view to a wider application of the project outcomes outside of York and for potential use in other states. Finally, the strategy is to communicate this work through web delivery and to promote this information through selected fora
Background	<p>Previous Work:</p> <ul style="list-style-type: none"> 2013-2019 BNHCRC Project "Cost-effective mitigation strategy development for building related earthquake risk" 2018-2019 BNHCRC Utilisation Project "Earthquake Mitigation Case Study for Regional Town of York, Western Australia"
High level deliverables	<ul style="list-style-type: none"> Refined retrofit information for six older masonry building types and make this information accessible online through the Western Australian (WA) Department of Planning, Lands and Heritage (DPLH) website. Retrofit information for three additional older masonry building types common in WA communities. This process would involve contribution for the Industry Reference Group and the information will also be made accessible online through the WA Department of Planning, Lands and Heritage website. Promotion of skills in the building design professions and the building industry for earthquake retrofit of masonry structures. Raised earthquake risk awareness in the local York Community of the mitigation options reduce the earthquake risk of the town.
Assumptions, Dependencies, Constraints	<p>Assumptions:</p> <ol style="list-style-type: none"> The Shire of York and the DPLH will enable and/or promote retrofit action with the aim to retrofit as many building types possible in York during the course of the project agreement. Buildings for retrofit where possible will all be of different types and selected from the current suite of six. An Industry Reference Group (IRG) can be successfully established with representation from key sector interests.

Collaboration Agreement

	<p>4. That the IRG will have access to the information developed for the six building types, to observe as they are able retrofit works in York under taken in association with this project, and to the new retrofit information developed for the three additional building types.</p> <p>Dependencies:</p> <ol style="list-style-type: none"> 1. Building retrofit projects undertaken in York to study. 2. Feedback from the IRG 3. Web delivery <p>Constraints:</p> <ol style="list-style-type: none"> 1. GA will use its current understanding of earthquake hazard in the town of York from the recently released NSHA18 national bedrock hazard assessment..
Project scope and exclusions	<p>Exclusions:</p> <ul style="list-style-type: none"> • Physical retrofit work will not be undertaken as part of this project.
Governance	<p>The project will be led by the Shire of York who is the primary party of the over-arching 2018-19 Natural Disaster Resilience Program (NDRP) project by the same name; "York Earthquake Building Mitigation Implementation Project" funded by State and Federal Government. The Project Steering Committee will be comprised of at least one representative from each collaborating organisation and will meet on a 3 monthly basis at a time convenient. Meeting minutes will be kept with the Shire of York acting as the Secretariat. The chair of the Project Steering Committee will be elected by the committee members at its inaugural meeting.</p> <p>The project activities will be managed by Geoscience Australia and the management of the over-arching NDRP agreement with the DFES will be managed by the Shire of York as the party to that agreement. Cash payments to collaborating partners as per Item 5 of Schedule 1 will also be managed by the Shire of York against milestone deliverables.</p>
Advisory	<p>The project will also draw upon industry review through the establishment of an Industry Reference Group that will meet three times on an annual basis.</p>
Key Milestones	<ol style="list-style-type: none"> 1. <u>Project Initiation Meeting of Project Partners</u> (after signing – 15 July 2019) Responsibility: Shire of York and Geoscience Australia (GA) Tasks: <ol style="list-style-type: none"> 1.1. Agree scope. 1.2. Agree on information product types. 2. <u>Inaugural Project Steering Committee Meeting</u> (Aug 2019) Responsibility: Shire of York and GA Tasks: <ol style="list-style-type: none"> 2.1. Review and refine project plan. 2.2. Consensus on the composition of the proposed Industry Reference Group 2.3. Selection of additional three building types

Collaboration Agreement

	3. <u>Inaugural Industry Reference Group Meeting</u> (Oct 2019) Responsibility: GA and Shire of York Tasks: 3.1. Review project and role of IRG. 3.2. Finalise the terms of reference for the IRG
	4. <u>Selection of Buildings for Retrofit in York</u> (from Nov 2019) Responsibility: Shire of York and DPLH Tasks: 4.1. Select buildings for retrofit 4.2. Facilitate as able, funding arrangements with building owners 4.3. Negotiate access of IRG and project team to periodically observe retrofit implementation.
	5. <u>Develop Retrofit Information</u> (Jan 2019 to May 2021) Responsibility: GA and the University of Adelaide: 5.1. Develop retrofit strategies for building components. 5.2. Develop fragility functions for retrofitted and non-retrofitted elements. 5.3. Assess overall retrofit effectiveness. 5.4. Delivery of building retrofit information.
	6. <u>Web Based Communication Products (April 2022)</u> Responsibility: DPLH, GA, the University of Adelaide and the Shire of York. Tasks: 6.1. Supply of web based communication products 6.2. DPLH website accessibility 6.3. Links established to Shire of York and GA websites
	7. <u>National Application Products</u> (May 2022) Responsibility: GA and the University of Adelaide Tasks: 7.1. Review by IRG 7.2. Adapted information products
	8. <u>Final Reporting and Dissemination</u> (June 2022) Responsibility: All partners 8.1. Final Report 8.2. Presentation to SEMC Risk Subcommittee and State Heritage Council.

High Level Risks

	Risk	Category	Treatment Strategy	Residual Level
1	Lack of retrofit building examples	Case study retrofit	DPLH and Shire of York to include Shire properties where building owner engagement is assured. Project team to promote engagement with community to highlight earthquake risk with property owners	Moderate

Collaboration Agreement

			and their need for action.	
2	Lack of Industry Reference Group Engagement	Stakeholder	Minimise impost of IRG in participating. Communicating the significance of the project activity and deliverables to their sector interests	Moderate
3	Loss of key GA staff	Workforce	Maintain flexibility within GA staff to fill gaps caused by potential loss.	Low
4	Non-availability of key DPLH staff to web-enable information	Workforce	DPLH to internally highlight priority of the web-enablement to heritage objectives of the department.	Moderate



SHIRE OF YORK Committee Booklet

Committee Booklet – 27 November 2017

Updated 25 November 2019

Updated 31 March 2020

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PART 1 – COUNCIL COMMITTEES

Council has resolved to formally establish two Committees of Council.

Statute excerpts applicable to particular committees are contained within the detail attached for each committee. The Shire of York Local Government (Council Meetings) Local Law 2016 will apply to all Committees.

It should be noted that *Deputy Delegates are not* to attend meetings unless requested to do so when the *Delegate* is unable to attend a meeting. Deputies will receive Minutes of meetings.

Unless otherwise resolved by Council, the *Local Government Act 1995* and Regulations apply to these Committees, in particular the following Sections:

Local Government Act 1995

5.10. Appointment of committee members

(1) *A committee is to have as its members —*

- (a) *persons appointed* by the local government to be members of the committee (other than those referred to in paragraph (b)); and*
- (b) *persons who are appointed to be members of the committee under subsection (4) or (5).*

** Absolute majority required.*

5.11. Committee membership, tenure of

(1) *Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until —*

- (a) *the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be; or*
- (b) *the person resigns from membership of the committee; or*
- (c) *the committee is disbanded; or*
- (d) *the next ordinary elections day,*
whichever happens first.

(2) *Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until —*

- (a) *the term of the person's appointment as a committee member expires; or*
- (b) *the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant; or*
- (c) *the committee is disbanded; or*
- (d) *the next ordinary elections day,*
whichever happens first.

5.21. Voting

(1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*

(2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*

(3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*

(4) *If a member of a council or a committee specifically requests that there be recorded —*

- (a) *his or her vote; or*
- (b) *the vote of all members present,*
on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.

(5) *A person who fails to comply with subsection (2) or (3) commits an offence.*

[Section 5.21 amended by No. 49 of 2004 s. 43.]

Audit and Risk Committee

Councillors	- All elected members are appointed to the Audit and Risk Committee Shire President (Chairperson); Deputy Shire President (Deputy Chair)
4 x Shire Staff (All non-voting)	- Chief Executive Officer Executive Manager, Corporate & Community Services Executive Manager, Infrastructure & Development Services Finance Manager
Officer Responsible	- Executive Manager, Corporate & Community Services
Meeting Schedule	- Quarterly
Meeting Location	- Council Chambers, York Town Hall
Quorum	- Four (4) voting members
Delegated Authority	- Nil

FUNCTIONS:

1.0 NAME

The name of the Committee is the Audit and Risk Committee.

2.0 DISTRICT/AREA OF CONTROL

Local Government boundaries of the Shire of York

3.0 VISION / PURPOSE

To report to Council and provide:

- Appropriate advice and recommendations on matters relevant to its functions in relation to audits.
- Facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.
- Guidance and assistance on matters to be audited such as the scope of the audit, its functions under Part 6 of the Act that relate to financial management and the carrying out of its functions relating to other audits and other matters related to financial management.
- To objectively assess internal controls of financial reporting by external auditors, compliance with laws and regulations as well as use of best practice guidelines relative to auditing.
- Provide an effective means of communication between the external auditor, the CEO and the Council.
- Review reports provided by the Chief Executive Officer in regard to the appropriateness and effectiveness of the Shire of York's systems and procedures relative to financial management (four yearly), risk management, internal control and legislative compliance (every two years). Report the results of the review to Council and provide a copy of the Chief Executive Officer report to Council.
- Report to Council twice a year on matters regarding risk management and progress of actions from the Risk Improvement Plan.

4.0	STATUTE
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Department of Local Government Operational Guideline No 9 (Revised September 2013)

Audit Committees in Local Government - their appointment, function and responsibilities.

The Act and Regulations provide that:

In relation to the establishment of an audit committee –

- a) *Each local government is to establish an audit committee consisting of three or more persons to exercise the powers and discharge the duties conferred on it;*
- b) *Members of the committee are to be appointed by an absolute majority decision of Council. At least three of the members, and the majority of the members, are to be elected members;*
- c) *The CEO is not to be a member of the committee and may not nominate a person to be a member or have a person to represent him or her as a member of the committee;*
- d) *An employee is not to be a member of the committee;*
- e) *The only powers and duties that can be delegated to a committee are any of the powers and duties of the local government under Part 7 of the Act. The committee cannot on-delegate the powers and duties delegated to it;*
- f) *An audit committee with a member who is a person that is not an elected member can be delegated powers and duties referred to in (e); and*
- g) *A decision of the committee is to be made by simple majority.*

The duties and responsibilities of the committee will be:

- a) *Provide guidance and assistance to Council as to the carrying out the functions of the local government in relation to audits;*
- b) *Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor;*
- c) *Develop and recommend to Council –*
a list of those matters to be audited; and the scope of the audit to be undertaken;
- d) *Recommend to Council the person or persons to be appointed as auditor;*
- e) *Develop and recommend to Council a written agreement for the appointment of the auditor. The agreement is to include –*
 - *the objectives of the audit;*
 - *the scope of the audit;*
 - *a plan of the audit;*
 - *details of the remuneration and expenses to be paid to the auditor; and*
 - *the method to be used by the local government to communicate with, and supply information to, the auditor;*
- f) *Meet with the auditor once in each year and provide a report to Council on the matters discussed and outcome of those discussions;*
- g) *Liaise with the CEO to ensure that the local government does everything in its power to –*
 - *assist the auditor to conduct the audit and carry out his or her other duties under the Local Government Act 1995; and*
 - *ensure that audits are conducted successfully and expeditiously;*
- h) *Examine the reports of the auditor after receiving a report from the CEO on the matters and –*
 - *determine if any matters raised require action to be taken by the local government; and*
 - *ensure that appropriate action is taken in respect of those matters;*
- i) *Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;*

- j) Review the scope of the audit plan and program and its effectiveness;
- k) Review the appropriateness of special internal audit assignments undertaken by internal audit at the request of Council or CEO;
- l) Review the level of resources allocated to internal audit and the scope of its authority;
- m) Review reports of internal audits and by monitoring the implementation of recommendations made by the audit and reviewing the extent to which Council and management reacts to matters raised;
- n) Facilitate liaison between the internal and external auditor to promote compatibility, to the extent appropriate, between their audit programs;
- o) Review the local government's draft annual financial report, focusing on –
 - accounting policies and practices;
 - changes to accounting policies and practices;
 - the process used in making significant accounting estimates;
 - significant adjustments to the financial report (if any) arising from the audit process;
 - compliance with accounting standards and other reporting requirements; and
 - significant variances from prior years;
- p) Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual financial report is signed;
- q) Address issues brought to the attention of the committee, including responding to requests from Council for advice that are within the parameters of the committee's terms of reference;
- r) Seek information or obtain expert advice through the CEO on matters of concern within the scope of the committee's terms of reference following authorisation from the Council; and
- s) Review the Statutory Compliance Return and make a recommendation on its adoption to Council.
- t) Consider the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the committee, and report to the council the results of those reviews.

Local Government (Audit) Regulations 1996

16. Functions of audit committee

An audit committee –

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

17. CEO to review certain systems and procedures

- (1) *The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to –*
 - (a) *risk management; and*
 - (b) *internal control; and*
 - (c) *legislative compliance.*

- (2) The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review at least once every 2 calendar years.
- (3) The CEO is to report to the audit committee the results of that review.

Local Government Act 1995

Part 7 — Audit

What this Part is about

This Part deals with the audit of the financial accounts of local governments, including —

- (a) the appointment of auditors; and
- (b) the conduct of audits.

Division 1 — Introduction

7.1 Terms used in this Part

In this Part —

“approved auditor” means a person who is approved by the Minister under section 7.5;

“audit committee” means an audit committee established under section 7.1A;

“disqualified person” has the meaning given by section 7.4(2);

“qualified person” means a person who is an approved auditor or a registered company auditor and who is not a disqualified person;

“registered company auditor” means a person who is for the time being registered as an auditor or taken to be registered as an auditor under Part 9.2 of the Corporations Act 2001 of the Commonwealth;

“regulations” means regulations made for the purposes of this Part.

[Section 7.1 amended by No. 10 of 2001 s. 124; No. 49 of 2004 s. 4.]

Division 1A — Audit committee

[Heading inserted by No. 49 of 2004 s. 5.]

7.1A. Audit committee

- (1) A local government is to establish an audit committee of 3 or more persons to exercise the powers and discharge the duties conferred on it.
- (2) The members of the audit committee of a local government are to be appointed* by the local government and at least 3 of the members, and the majority of the members, are to be council members.

* Absolute majority required.

- (3) A CEO is not to be a member of an audit committee and may not nominate a person to be a member of an audit committee or have a person to represent him or her as a member of an audit committee.

- (4) An employee is not to be a member of an audit committee.

[Section 7.1A inserted by No. 49 of 2004 s. 5.]

7.1B. Delegation of some powers and duties to audit committees

- (1) Despite section 5.16, the only powers and duties that a local government may delegate* to its audit committee are any of its powers and duties under this Part other than this power of delegation.

* Absolute majority required.

- (2) A delegation to an audit committee is not subject to section 5.17.

[Section 7.1B inserted by No. 49 of 2004 s. 5.]

7.1C. Decisions of audit committees

Despite section 5.20, a decision of an audit committee is to be made by a simple majority.

[Section 7.1C inserted by No. 49 of 2004 s. 5.]

Division 2 — Appointment of auditors**7.2. Audit**

The accounts and annual financial report of a local government for each financial year are required to be audited by an auditor appointed by the local government.

7.3. Appointment of auditors

- (1) *A local government is to, from time to time whenever such an appointment is necessary or expedient, appoint* a person, on the recommendation of the audit committee, to be its auditor.*
* Absolute majority required.
- (2) *The local government may appoint one or more persons as its auditor.*
- (3) *The local government's auditor is to be a person who is —*
 - (a) *a registered company auditor; or*
 - (b) *an approved auditor.*

[Section 7.3 amended by No. 49 of 2004 s. 6.]

7.4. Disqualified person not to be auditor

- (1) *A person may not be appointed as a local government's auditor if that person is a disqualified person.*
- (2) *In this section —*
disqualified person means a person who —
 - (a) *is a councillor or an employee of the local government;*
 - (b) *is a person who is in debt for more than the prescribed amount to the local government for a period of more than 35 days after —*
 - (i) *in the case of that part of the debt which is for a rate or service charge under Part 6, the date the rate notice was issued; or*
 - (ii) *in the case of that part of the debt which is not for a rate or service charge, the date an account was rendered to the person by the local government;*
 - (c) *is an employee of, or a member of the governing body of, an entity of a kind prescribed for the purposes of this paragraph; or*
 - (d) *is a member of a class of persons prescribed for the purposes of this subsection.*

7.5. Approval of auditors

The Minister may approve a person who, immediately before the commencement of this Act —

- (a) *was a registered local government auditor within the meaning of that term in Part XXVII of the Local Government Act 1960 4 as in force before that commencement; and*
- (b) *was the auditor of a local government, as an approved auditor for the purposes of this Act.*

7.6. Term of office of auditor

- (1) *The appointment of a local government's auditor is to have effect in respect of the audit of the accounts and annual financial report of the local government for a term of not more than 5 financial years, but an auditor is eligible for re-appointment.*
- (2) *The appointment of an auditor of a local government ceases to have effect if —*
 - (a) *his or her registration as a registered company auditor is cancelled;*
 - (b) *his or her approval as an approved auditor is withdrawn;*
 - (c) *he or she dies;*
 - (d) *the auditor ceases to be qualified to hold office as auditor or becomes a disqualified person;*
 - (e) *the auditor resigns by notice in writing addressed to the local government; or*
 - (f) *the appointment is terminated by the local government by notice in writing.*
- (3) *Where —*
 - (a) *the registration of a local government's auditor as a registered company auditor is suspended; or*
 - (b) *a local government's auditor becomes unable or unwilling to carry out all or part of his or her duties, the local government is to appoint* a person to conduct the audit or to complete that part of the audit which remains to be conducted, as the case requires.*

** Absolute majority required.*

7.7. Departmental CEO may appoint auditor

If by 30 November in any year a local government has not appointed an auditor the Departmental CEO may appoint —

- (a) a qualified person; or*
- (b) in default of an appointment under paragraph (a), the Auditor General, to be the auditor of the local government's accounts and annual financial report for the relevant financial year.*

[Section 7.7 amended by No. 28 of 2006 s. 364.]

7.8. Terms of appointment of auditors

- (1) Subject to this Part and to any regulations, the appointment of a person as auditor of a local government is to be made by agreement in writing on such terms and conditions, including the remuneration and expenses of the person to be appointed, as are agreed between that person and the local government.*
- (2) The remuneration and expenses payable to the auditor of a local government (whether appointed by the local government or by the Departmental CEO under section 7.7) are payable by the local government.*

[Section 7.8 amended by No. 28 of 2006 s. 364.]

Division 3 — Conduct of audit**7.9. Audit to be conducted**

- (1) An auditor is required to examine the accounts and annual financial report submitted for audit and, by the 31 December next following the financial year to which the accounts and report relate or such later date as may be prescribed, to prepare a report thereon and forward a copy of that report to —*
 - (a) the mayor or president;*
 - (b) the CEO of the local government; and*
 - (c) the Minister.*
- (2) Without limiting the generality of subsection (1), where the auditor considers that —*
 - (a) there is any error or deficiency in an account or financial report submitted for audit;*
 - (b) any money paid from, or due to, any fund or account of a local government has been or may have been misapplied to purposes not authorised by law; or*
 - (c) there is a matter arising from the examination of the accounts and annual financial report that needs to be addressed by the local government, details of that error, deficiency, misapplication or matter, are to be included in the report by the auditor.*
- (3) The Minister may direct the auditor of a local government to examine a particular aspect of the accounts and the annual financial report submitted for audit by that local government and to —*
 - (a) prepare a report thereon; and*
 - (b) forward a copy of that report to the Minister, and that direction has effect according to its terms.*
- (4) If the Minister considers it appropriate to do so, the Minister is to forward a copy of the report referred to in subsection (3), or part of that report, to the CEO of the local government to be dealt with under section 7.12A.*

[Section 7.9 amended by No. 49 of 2004 s. 7.]

7.10. Powers of the auditor

- (1) An auditor —*
 - (a) has a right of access at all reasonable times to such books, accounts, documents and assets of the local government as are, in the opinion of the auditor, necessary to allow the audit to be conducted;*
 - (b) may require from a member or an employee of the local government —*
 - (i) any book, account, document or asset of the local government; or*
 - (ii) any information, assistance or explanation, necessary for the performance of the duty of the auditor in relation to the audit; and*

- (c) may, at the expense of the local government obtain and act upon a legal opinion on a question arising in the course of an audit.
- (2) In this section and in section 7.11 employee includes a person who has a contract for services with the local government.

7.11. Power to demand production of books etc.

For the purpose of an audit, inspection or inquiry, an auditor has authority at all reasonable times and without notice to demand from the local government and its employees, the production of books, accounts, vouchers, papers, documents, records, assets and cash in hand, belonging to the local government or being in the custody or control of it or any of its employees.

7.12. Employees and financial institutions to furnish particulars of money received

- (1) An employee of a local government is to furnish to an auditor, as and when required, a statement in writing of all money received in his or her official capacity by the employee whether on account of the local government or otherwise.
- (2) A bank or other financial institution at which a local government has an account is required to furnish to an auditor, as and when required, full particulars of the account.

Division 4 — General

7.12A. Duties of local government with respect to audits

- (1) A local government is to do everything in its power to —
 - (a) assist the auditor of the local government to conduct an audit and carry out his or her other duties under this Act in respect of the local government; and
 - (b) ensure that audits are conducted successfully and expeditiously.
- (2) Without limiting the generality of subsection (1), a local government is to meet with the auditor of the local government at least once in every year.
- (3) A local government is to examine the report of the auditor prepared under section 7.9(1), and any report prepared under section 7.9(3) forwarded to it, and is to —
 - (a) determine if any matters raised by the report, or reports, require action to be taken by the local government; and
 - (b) ensure that appropriate action is taken in respect of those matters.
- (4) A local government is to —
 - (a) prepare a report on any actions under subsection (3) in respect of an audit conducted in respect of a financial year; and
 - (b) forward a copy of that report to the Minister, by the end of the next financial year, or 6 months after the last report prepared under section 7.9 is received by the local government, whichever is the latest in time.

[Section 7.12A inserted by No. 49 of 2004 s. 8.]

7.13. Regulations as to audits

- (1) Regulations may make provision —
 - (aa) as to the functions of the CEO and the audit committee in relation to audits carried out under this Part and reports made on those audits;
 - (ab) as to the functions of audit committees, including the selection and recommendation of an auditor;
 - (ac) as to the procedure to be followed in selecting an auditor;
 - (ad) as to the contents of the annual report to be prepared by an audit committee;
 - (ae) as to monitoring action taken in respect of any matters raised in a report by an auditor;
- (a) with respect to matters to be included in agreements between local governments and auditors;
- (b) for notifications and reports to be given in relation to agreements between local governments and auditors, including any variations to, or termination of such agreements;

- (ba) *as to the copies of agreements between local governments and auditors being provided to the Department;*
 - (c) *as to the manner in which an application may be made to the Minister for approval as an auditor;*
 - (d) *in relation to approved auditors, for —*
 - (i) *reviews of, and reports on, the quality of audits conducted;*
 - (ii) *the withdrawal by the Minister of approval as an auditor;*
 - (iii) *applications to the State Administrative Tribunal for the review of decisions to withdraw approval;*
 - (e) *for the exercise or performance by auditors of their powers and duties under this Part;*
 - (f) *as to the matters to be addressed by auditors in their reports;*
 - (g) *requiring auditors to provide the Minister with such information as to audits carried out by them under this Part as is prescribed;*
 - (h) *prescribing the circumstances in which an auditor is to be considered to have a conflict of interest and requiring auditors to disclose in their reports such information as to a possible conflict of interest as is prescribed;*
 - (i) *requiring local governments to carry out, in the prescribed manner and in a form approved by the Minister, an audit of compliance with such statutory requirements as are prescribed whether those requirements are —*
 - (i) *of a financial nature or not; or*
 - (ii) *under this Act or another written law.*
- (2) *Regulations may also make any provision about audit committees that may be made under section 5.25 in relation to committees*

Shire of York Meeting Local Law 2016

The Shire of York Meeting Local Law 2016 applies.

5.0 ESTABLISHMENT

Committee established as per Council Resolution of 25 November 2019.

6.0 OBJECTIVES

The primary objective of the Audit and Risk Committee is to accept responsibility for the annual external audit and liaise with the Local Government's auditor so that Council can be satisfied with the performance of the local government in managing its financial affairs.

Reports from the Committee will assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies and overseeing the allocation of the local government's finances and resources. The Committee will ensure openness in the local government's financial reporting and will liaise with the CEO to ensure the effective and efficient management of the local government's financial accounting systems and compliance with legislation.

The Committee is to facilitate:

- The enhancement of the credibility and objectivity of internal and external financial reporting;
- Effective management of financial and other risks and the protection of Council assets;
- Compliance with laws and regulations as well as use of best practice guidelines relative to auditing;
- The coordination of the internal audit function with the external audit; and the provision of an effective means of communication between the external auditor, internal auditor, the CEO and the Council.
- The review of the annual Compliance Audit Return (CAR) and report to the Council the results of that review, prior to adoption of the return by Council. After adoption, the return is to be signed by the Shire President and the CEO prior to it being forwarded to the Department.

- To consider proposals from the CEO as to whether the compliance audit, and the biennial reviews of risk management, internal control and legislative compliance, are undertaken internally or an external party is contracted to undertake the task. In the case of an external party the Audit and Risk Committee would have responsibility to receive the review report from the CEO and make recommendations on it to full Council.
- Monitoring and reporting on the appropriateness and effectiveness of Council's programs for risk management, internal control and legislative compliance and receive a biennial report from the CEO on risk management matters and the progress of actions from the Improvement Plan.
- Monitoring and reporting on the appropriateness and effectiveness of Council's financial management systems and procedures not less than once in every four financial years and the CEO, through the Audit and Risk Committee is to report to Council the results of those reviews.

7.0 MEMBERSHIP

7.1 General

Council will appoint all elected members as delegates on the Committee.

The CEO and employees are non-voting members of the committee. The CEO or his/her nominee is to be available to attend meetings to provide advice and guidance to the committee. The local government shall provide secretarial and administrative support to the committee.

7.2 Tenure of Membership

Local Government Act 1995 S5.11

Tenure of committee membership

- (1) *Where a person is appointed as a member of the Audit Committee under section 5.10(4) or (5) of the Local Government Act the person's membership of the Committee continues until —*
 - (a) *the person resigns from membership of the Committee;*
 - (b) *the Committee is disbanded; or*
 - (c) *the next ordinary elections day,**whichever happens first.*
- (2) *Where a person is appointed as a member of a Committee other than under section 5.10(4) or (5), the person's membership of the Committee continues until —*
 - (a) *the term of the person's appointment as a Committee member expires;*
 - (b) *the local government removes the person from the office of Committee member or the office of Committee member otherwise becomes vacant;*
 - (c) *the Committee is disbanded; or*
 - (d) *the next ordinary elections day,**whichever happens first.*

8.0 DELEGATED AUTHORITY

The Audit and Risk Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its term of reference. This is to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

The committee is a formally appointed committee of Council and is responsible to that body. The Committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The Committee does not have any management functions and cannot involve itself in management processes or procedures.

9.0 COMMITTEE STRUCTURE

9.1 Chairperson

The Shire President is the Chairperson. The Deputy Shire President will be the Deputy Chairperson.

9.2 Secretariat

The Executive Manager, Corporate & Community Services will fulfil this administrative non-voting role.

9.3 Standing Ex-Officio Members

Chief Executive Officer

Executive Manager, Corporate & Community Services

Executive Manager, Infrastructure & Development Services

Finance Manager

10.0 MEETINGS

10.1 Annual General Meeting

N/A

10.2 Committee Meetings

The Committee shall meet at least quarterly; within fourteen (14) days of receiving the Annual Financial Report and Audit Report from Council's Auditor.

10.3 Quorum

A quorum is four (4) voting members in accordance with Section 5.19 of the *Local Government Act 1995*.

10.4 Voting

Elected member representatives only (Councillor Representatives) are required to vote in accordance with section 5.21 of the *Local Government Act 1995*.

S 5.21 - Voting

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —*
 - (a) *his or her vote; or*
 - (b) *the vote of all members present, on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*
- (5) *A person who fails to comply with subsection (2) or (3) commits an offence.*
[Section 5.21 amended by No. 49 of 2004 s. 43.]

10.5 Minutes & Reporting

In accordance with the *Local Government Act 1995* Section 5.22 and 5.25, and *Local Government (Administration) Regulations 1996*.

The minutes are to be submitted to the next Committee meeting for confirmation and are to be signed by the Chairperson from the meeting at which the minutes are confirmed.

Unconfirmed minutes are to be available for inspection by members of the public within 5 business days after the meeting and Reports and Recommendations arising from the minutes shall be presented to Council at the next Ordinary Meeting for endorsement and/or action, or if this is not possible, then the earliest available Council Meeting.

10.6 Who Acts if No Presiding Member

The Committee shall elect a Deputy Chairperson in accordance with the *Local Government Act 1995* Section 5.14.

10.7 Public Attendance at Meetings

Closed to the public pursuant to Section 5.23(2) of the *Local Government Act 1995* and is not required to have questions from the public as there are no Council delegations.

10.8 Members Interests to be Disclosed

Local Government Act 1995

5.65. Members' interests in matters to be discussed at meetings to be disclosed

(1) A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —

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

Penalty: \$10 000 or imprisonment for 2 years.

(2) It is a defence to a prosecution under this section if the member proves that he or she did not know —

- (a) that he or she had an interest in the matter; or
- (b) that the matter in which he or she had an interest would be discussed at the meeting.

(3) This section does not apply to a person who is a member of a committee referred to in section 5.9(2)(f).

5.66. Meeting to be informed of disclosures

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

- (a) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
- (b) at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.

[Section 5.66 amended by No. 1 of 1998 s. 16; No. 64 of 1998 s. 33.]

5.67. Disclosing members not to participate in meetings

A member who makes a disclosure under section 5.65 must not —

- (a) preside at the part of the meeting relating to the matter; or
- (b) participate in, or be present during, any discussion or decision making procedure relating to the matter, unless, and to the extent that, the disclosing member is allowed to do so under section 5.68 or 5.69.

Penalty: \$10 000 or imprisonment for 2 years.

5.68. Councils and committees may allow members disclosing interests to participate etc. in meetings

(1) If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter —

- (a) may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and

- (b) may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if —
 - (i) the disclosing member also discloses the extent of the interest; and
 - (ii) those members decide that the interest —
 - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
 - (II) is common to a significant number of electors or ratepayers.
- (2) A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3) This section does not prevent the disclosing member from discussing, or participating in the decision making process on, the question of whether an application should be made to the Minister under section 5.69.

5.69. Minister may allow members disclosing interests to participate etc. in meetings

- (1) If a member has disclosed, under section 5.65, an interest in a matter, the council or the CEO may apply to the Minister to allow the disclosing member to participate in the part of the meeting, and any subsequent meeting, relating to the matter.
- (2) An application made under subsection (1) is to include —
 - (a) details of the nature of the interest disclosed and the extent of the interest; and
 - (b) any other information required by the Minister for the purposes of the application.
- (3) On an application under this section the Minister may allow, on any condition determined by the Minister, the disclosing member to preside at the meeting, and at any subsequent meeting, (if otherwise qualified to preside) or to participate in discussions or the decision making procedures relating to the matter if —
 - (a) there would not otherwise be a sufficient number of members to deal with the matter; or
 - (b) the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.
- (4) A person must not contravene a condition imposed by the Minister under this section.

Penalty: \$10 000 or imprisonment for 2 years.

[Section 5.69 amended by No. 49 of 2004 s. 53.]

5.69 A. Minister may exempt committee members from disclosure requirements

- (1) A council or a CEO may apply to the Minister to exempt the members of a committee from some or all of the provisions of this Subdivision relating to the disclosure of interests by committee members.
- (2) An application under subsection (1) is to include —
 - (a) the name of the committee, details of the function of the committee and the reasons why the exemption is sought; and
 - (b) any other information required by the Minister for the purposes of the application.
- (3) On an application under this section the Minister may grant the exemption, on any conditions determined by the Minister, if the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.
- (4) A person must not contravene a condition imposed by the Minister under this section.

Penalty: \$10 000 or imprisonment for 2 years.

[Section 5.69A inserted by No. 64 of 1998 s. 34(1).]

5.70. Employees to disclose interests relating to advice or reports

- (1) In this section —
employee includes a person who, under a contract for services with the local government, provides advice or a report on a matter.
- (2) An employee who has an interest in any matter in respect of which the employee is providing advice or a report directly to the council or a committee must disclose the nature of the interest when giving the advice or report.
- (3) An employee who discloses an interest under this section must, if required to do so by the council or committee, as the case may be, disclose the extent of the interest.

Penalty: \$10 000 or imprisonment for 2 years.

5.71. Employees to disclose interests relating to delegated functions If, under Division 4, an employee has been delegated a power or duty relating to a matter and the employee has an interest in the matter, the employee must not exercise the power or discharge the duty and —

- (a) in the case of the CEO, must disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter; and
- (b) in the case of any other employee, must disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter.

Penalty: \$10 000 or imprisonment for 2 years.

Access & Inclusion Advisory Committee

The Access & Inclusion Advisory Committee operates under the *Western Australian Disability Services Act 1993 (amended 2004)*.

2 x Councillors (including 1 x Deputy)	- Cr Denese Smythe Cr Stephen Muhleisen Cr Denis Warnick - (Deputy)
6 x Community Delegates	- Ms Liz Christmas – Community Representative Ms Rosemary Parker – Community Representative Ms Bev Penny – Community Representative Ms Marie Forster – Community Representative Ms Majorie Kerkhoff – Community Representative Ms Sarah Sloss – Community Representative Ms Tegan Walsh – Wanslea Early Learning & Development
Chairperson/ Deputy	- Ms Bev Penny (Chairperson Ms Marie Forster (Deputy Chair)
Officer Responsible	- Executive Manager, Corporate and Community Services
Standing Ex-Officio Members	- Chief Executive Officer Executive Manager, Corporate and Community Services Community Development Officer
Meeting Schedule	- Quarterly and as required
Meeting Location	- Council Chambers, York Town Hall
Quorum	- Five (5) voting members as per Section 5.15 of the <i>Local Government Act 1995</i> including at least one Councillor.
Delegated Authority	- Nil
	Meetings are open to the public.

FUNCTIONS:

1.0 NAME

The name of the Committee is the Access and Inclusion Advisory Committee

2.0 DISTRICT/AREA OF CONTROL

Local Government boundaries of the Shire of York.

3.0 VISION / PURPOSE

To provide valuable expertise and advice that will contribute towards improvements in disability access and inclusion throughout the Shire of Broome.

Disability Services Regulations 2004

Schedule 3 – Desired outcomes of disability access and inclusion plans

1. People with disabilities have the same opportunities as other people to access the services of, and any events organised by, a public authority.
2. People with disabilities have the same opportunities as other people to access the buildings and other facilities of a public authority.
3. People with disabilities receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it.
4. People with disabilities receive the same level and quality of service from the staff of a public authority as other people receive from the staff of that public authority.
5. People with disabilities have the same opportunities as other people to make complaints to a public authority.
6. People with disabilities have the same opportunities as other people to participate in any public consultation by a public authority.
7. People with disability have the same opportunities as other people to obtain and maintain employment with a public authority

4.0 STATUTE

The Committee operates according to the *Western Australia Disability Services Act 1993 (amended 2004)*. Public authorities are required to prepare and implement Disability Access and Inclusions Plans (DAIP's).

Local Government Act 1995

Subdivision 2 — Committees and their meetings

5.8. Establishment of committees

A local government may establish committees of 3 or more persons to assist the council and to exercise the powers and discharge the duties of the local government that can be delegated to committees.*

** Absolute majority required.*

Disability Services Act 1993

Part 5 — Disability access and inclusion plans by public authorities

[Heading amended by No. 57 of 2004 s. 19.]

27. Application of Part

- (1) This Part applies to public authorities.
- (2) Notwithstanding subsection (1), regulations may declare that this Part does not apply to a specified public authority.

28. Disability access and inclusion plans

- (1) Each public authority must have a disability access and inclusion plan to ensure that in so far as its functions involve dealings with the general public, the performance of those functions furthers the principles in Schedule 1 and meets the objectives in Schedule 2.
- (2) A disability access and inclusion plan must meet any prescribed standards.
- (3) A public authority must lodge its disability access and inclusion plan with the Commission —
 - (a) if the authority was established before the commencement of the *Disability Services Amendment Act 2004*, without delay;
 - (b) if the authority is established after the commencement of the *Disability Services Amendment Act 2004*, within 12 months after the day on which it is established.
- (4) A public authority may amend its disability access and inclusion plan at any time.
- (5) A public authority may review its disability access and inclusion plan at any time.
- (6) After reviewing its disability access and inclusion plan, a public authority must lodge a report of the review with the Commission in accordance with subsection (7).
- (7) Not more than 5 years is to elapse —

- (a) *between the day on which a public authority first lodges its disability access and inclusion plan with the Commission and the day it lodges a report of a review of the plan with the Commission; or*
 - (b) *between the lodgement of the report of one review of a plan and the lodgement of the report of another review of the plan.*
 - (8) *After reviewing its disability access and inclusion plan, a public authority may amend the plan or prepare a new plan.*
 - (9) *If at any time a public authority amends its disability access and inclusion plan or prepares a new plan, whether after a review or not, it must lodge the amended or new plan with the Commission as soon as practicable after doing so.*
 - (10) *A public authority must undertake public consultation in accordance with the procedure specified in the regulations when preparing, reviewing or amending a disability access and inclusion plan.*
- [Section 28 inserted by No. 57 of 2004 s. 20(1).]*

29. Report about disability access and inclusion plan

- (1) *A public authority that has a disability access and inclusion plan must, if required to report under Part 5 of the Financial Management Act 2006, include in such report, a report about the implementation of the plan.*
 - (2) *A local government or regional local government that has a disability access and inclusion plan must include in its annual report prepared under section 5.53 of the Local Government Act 1995 a report about the implementation of the plan.*
 - (3) *A public authority that —*
 - (a) *has prepared or amended a disability access and inclusion plan in a year ending 30 June; and*
 - (b) *is not required to report under subsection (1) or (2),**must make a report about the implementation of the plan to the Commission within 2 months after the end of that year.*
 - (4) *The regulations may prescribe information that must be included in a report under subsection (1), (2) or (3) about the implementation of a disability access and inclusion plan.*
- [Section 29 inserted by No. 44 of 1999 s. 14; amended by No. 57 of 2004 s. 21; No. 5 of 2005 s. 38; No. 77 of 2006 s. 17.]*

29A. Disability access and inclusion plans to be made available

A public authority that has a disability access and inclusion plan must ensure that the plan is made available to people with disabilities, and the public generally, by publication in the prescribed manner.

[Section 29A inserted by No. 57 of 2004 s. 22.]

29B. Public authorities to ensure implementation of a disability access and inclusion plan

A public authority that has a disability access and inclusion plan must take all practicable measures to ensure that the plan is implemented by the public authority and its officers, employees, agents or contractors.

[Section 29B inserted by No. 57 of 2004 s. 22.]

Disability Services Regulations 2004

7. Standards for disability access and inclusion plans (s. 28)

For the purposes of section 28(5) of the Act, the standards that a disability access and inclusion plan must meet are those specified in Schedule 2.

8. Information in reports about disability access and inclusion plans (s. 29)

For the purposes of section 29(4) of the Act, a report about a disability access and inclusion plan must include information relating to —

- (a) *progress made by the relevant public authority and any agents and contractors of the relevant public authority in achieving the desired outcomes specified in Schedule 3; and*

- (b) *the strategies implemented by the relevant public authority to inform its agents and contractors of its disability access and inclusion plan.*

9. Publication of disability access and inclusion plans (s. 29A)

For the purposes of section 29A, a public authority must publish its disability access and inclusion plan in a document that is made available —

- (a) *on request, at the offices of the authority —*
 - (i) *in an electronic format;*
 - (ii) *in hard copy format in both standard and large print; and*
 - (iii) *in an audio format on cassette or compact disc;*
- (b) *on request, by email; and*
- (c) *on any website maintained by or on behalf of the authority, and notice of which is given in a newspaper circulating throughout the State or, in the case of a local government, the district of that local government under the Local Government Act 1995.*

Disability Services Regulations 2004

Schedule 2 – Standards for disability access and inclusion plans

1. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities have the same opportunities as other people to access the services of, and any events organised by, the relevant public authority.*
2. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities have the same opportunities as other people to access the buildings and other facilities of the relevant public authority.*
3. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities receive information from the relevant public authority in a format that will enable them to access the information as readily as other people are able to access it.*
4. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities receive the same level and quality of service from the staff of the relevant public authority as other people receive from that authority.*
5. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities have the same opportunities as other people to make complaints to the relevant public authority.*
6. *A disability access and inclusion plan must provide a means of ensuring that people with disabilities have the same opportunities as other people to participate in any public consultation by the relevant public authority.*

Shire of York Meeting Local Law 2016

The Shire of York Meeting Local Law 2016 applies.

5.0 ESTABLISHMENT

The Access and Inclusion Advisory Committee was first established by Council resolution in 2017. The current Committee was established by Council resolution on 25 November 2019 following the 2019 Local Government elections.

6.0 OBJECTIVES

The purpose of the Committee is to provide advice to Council on the development, implementation, review and evaluation of the Disability Access and Inclusion Plan (DAIP) to ensure Council meets its obligations under the *Disability Services Act 1993 (amended 2004)*.

The Committee is to:

- Contribute to the collation and development of information to inform the council on disability access and inclusion issues in the Shire of York.
- To assist the engagement of a broad cross-section of the Shire of York Community, both residents and visitors, through consultative processes.
- Contribute to the development, implementation and review of the DAIP and projects that contribute to achieving the objectives of the DAIP.
- Make recommendations to the Council in relation to disability access and inclusion strategies to overcome barriers in the Shire of York.

7.0 MEMBERSHIP

7.1 General

Council will appoint 2 Council Delegates and 1 Deputy that are members of Council.

7.2 Tenure of Membership

Local Government Act 1995

5.11. Tenure of committee membership

- (1) *Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until —*
 - (a) *the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be;*
 - (b) *the person resigns from membership of the committee;*
 - (c) *the committee is disbanded; or*
 - (d) *the next ordinary elections day,**whichever happens first.*
- (2) *Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until —*
 - (a) *the term of the person's appointment as a committee member expires;*
 - (b) *the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant;*
 - (c) *the committee is disbanded; or*
 - (d) *the next ordinary elections day,**whichever happens first.*

8.0 DELEGATED AUTHORITY

The Committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. Unless provision has been made in the Budget for expenditure, Committees require an officer report to be presented to Council for endorsement of any proposed expenditure.

9.0 COMMITTEE

9.1 Chairperson

Members to elect a Chairperson and Deputy Chairperson from the membership.

The Chairperson is Ms Bev Penny and Deputy Chairperson is Ms Marie Forster.

9.2 Secretariat

A Shire Officer will fulfil this administrative non-voting role.

9.3 Standing Ex-Officio Members

Executive Manager, Corporate & Community Services and/or his/her delegate(s) will be standing ex-officio members. Other officers or community members may be invited to attend meetings as required and to be determined by the Chief Executive Officer.

10.0 MEETINGS**10.1 Annual General Meeting**

No AGM.

10.2 Committee Meetings

The Chief Executive Officer will call meetings every three months and as required. Committee meetings will be advertised as per statutory requirements.

10.3 Quorum

Five (5) voting members as per Section 5.15 of the *Local Government Act 1995*.

5.15. Reduction of quorum for committees

The local government may reduce the number of offices of committee member required for a quorum at a committee meeting specified by the local government if there would not otherwise be a quorum for the meeting.*

** Absolute majority required.*

10.4 Voting**Local Government Act 1995****S 5.21 - Voting**

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —*
 - (a) *his or her vote; or*
 - (b) *the vote of all members present, on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*
- (5) *A person who fails to comply with subsection (2) or (3) commits an offence.*
[Section 5.21 amended by No. 49 of 2004 s. 43.]

10.5 Minutes

The person presiding at a meeting is to ensure that the Minutes are kept of the meetings proceedings.

The minutes may be confirmed by a majority of members present at the meeting, by committee resolution at the following meeting. Once Minutes have been confirmed by members they are to be posted on the Shire's website.

Recommendations arising from the Minutes shall be presented to Council at the next available Ordinary Meeting for endorsement and/or action or earliest available Council meeting if it is not possible to present the Minutes to the next Ordinary Council Meeting.

10.6 Who Acts if No Presiding Member
Local Government Act 1995

5.14 Who acts if no presiding member

If, in relation to the presiding member of a committee —

- (a) *the office of presiding member and the office of deputy presiding member are vacant; or*
- (b) *the presiding member and the deputy presiding member, if any, are not available or are unable or unwilling to perform the functions of presiding member, then the committee members present at the meeting are to choose one of themselves to preside at the meeting.*

10.7 Members Interests to be Disclosed

Members of the Access & Inclusion Advisory Committee are required to declare their financial interests and complete a Declaration form where relevant, using the principles detailed in the Local Government Act Section 5.65-5.70 with respect to disclosure of financial, impartiality or proximity interests ('CEO' in the LGA text means the 'Chairperson' in the committee sense).

5.65. Members' interests in matters to be discussed at meetings to be disclosed

- (1) *A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —*
 - (a) *in a written notice given to the CEO before the meeting; or*
 - (b) *at the meeting immediately before the matter is discussed.*

Penalty: \$10 000 or imprisonment for 2 years.

- (2) *It is a defence to a prosecution under this section if the member proves that he or she did not know —*
 - (a) *that he or she had an interest in the matter; or*
 - (b) *that the matter in which he or she had an interest would be discussed at the meeting.*
- (3) *This section does not apply to a person who is a member of a committee referred to in section 5.9(2)(f).*

5.9. Types of committees

- (1) *In this section — "other person" means a person who is not a council member or an employee.*
- (2) *A committee is to comprise —*
 - (f) *other persons only.*

5.66. Meeting to be informed of disclosures

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

- (a) *before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and*
- (b) *at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.*

[Section 5.66 amended by No.1 of 1998 s.16; No. 64 of 1998 s.33.]

5.67. Disclosing members not to participate in meetings

A member who makes a disclosure under section 5.65 must not —

- (a) *preside at the part of the meeting relating to the matter; or*

- (b) participate in, or be present during, any discussion or decision making procedure relating to the matter, unless, and to the extent that, the disclosing member is allowed to do so under section 5.68 or 5.69.

Penalty: \$10 000 or imprisonment for 2 years.

5.68. Councils and committees may allow members disclosing interests to participate etc. in meetings

- (1) If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter —
 - (a) may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and
 - (b) may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if —
 - (i) the disclosing member also discloses the extent of the interest; and
 - (ii) those members decide that the interest —
 - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
 - (II) is common to a significant number of electors or ratepayers.
- (2) A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3) This section does not prevent the disclosing member from discussing, or participating in the decision making process on, the question of whether an application should be made to the Minister under section 5.69.

5.69. Minister may allow members disclosing interests to participate etc. in meetings

- (1) If a member has disclosed, under section 5.65, an interest in a matter, the council or the CEO may apply to the Minister to allow the disclosing member to participate in the part of the meeting, and any subsequent meeting, relating to the matter.
- (2) An application made under subsection (1) is to include —
 - (a) details of the nature of the interest disclosed and the extent of the interest; and
 - (b) any other information required by the Minister for the purposes of the application.
- (3) On an application under this section the Minister may allow, on any condition determined by the Minister, the disclosing member to preside at the meeting, and at any subsequent meeting, (if otherwise qualified to preside) or to participate in discussions or the decision making procedures relating to the matter if —
 - (a) there would not otherwise be a sufficient number of members to deal with the matter; or
 - (b) the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.
- (4) A person must not contravene a condition imposed by the Minister under this section.

Penalty: \$10 000 or imprisonment for 2 years.

[Section 5.69 amended by No. 49 of 2004 s. 53.]

5.69A. Minister may exempt committee members from disclosure requirements

- (1) A council or a CEO may apply to the Minister to exempt the members of a committee from some or all of the provisions of this Subdivision relating to the disclosure of interests by committee members.
- (2) An application under subsection (1) is to include —
 - (a) the name of the committee, details of the function of the committee and the reasons why the exemption is sought; and
 - (b) any other information required by the Minister for the purposes of the application.

(3) On an application under this section the Minister may grant the exemption, on any conditions determined by the Minister, if the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.

(4) A person must not contravene a condition imposed by the Minister under this section.

Penalty: \$10 000 or imprisonment for 2 years.

[Section 5.69A inserted by No. 64 of 1998 s. 34(1).]

5.70. Employees to disclose interests relating to advice or reports

(1) In this section —

employee includes a person who, under a contract for services with the local government, provides advice or a report on a matter.

(2) An employee who has an interest in any matter in respect of which the employee is providing advice or a report directly to the council or a committee must disclose the nature of the interest when giving the advice or report.

(3) An employee who discloses an interest under this section must, if required to do so by the council or committee, as the case may be, disclose the extent of the interest.

Penalty: \$10 000 or imprisonment for 2 years.

5.71. Employees to disclose interests relating to delegated functions

If, under Division 4, an employee has been delegated a power or duty relating to a matter and the employee has an interest in the matter, the employee must not exercise the power or discharge the duty and —

(a) in the case of the CEO, must disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter; and

(b) in the case of any other employee, must disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter.

Penalty: \$10 000 or imprisonment for 2 years.

COUNCIL COMMITTEES – OTHER

Council has resolved to formally establish a number of Committees to operate under separate legislation.

Statute excerpts have been highlighted and included from various relevant pieces of legislation applicable to these committees and unless otherwise stated, the Shire of York Local Government (Council Meetings) Local Law 2016 also applies. The following sections are to be noted:

Local Government Act 1995

Part 13 - Making Decisions

13.1 Question - When Put

When the debate upon any question is concluded and the right of reply has been exercised the person presiding shall immediately put the question to the Council or the committee, and, if so desired by any member of the Council or committee, shall again state it.

13.2 Question - Method of Putting

If a decision of the Council or a committee is unclear or in doubt, the person presiding shall put the motion or amendment as often as necessary to determine the decision from a show of hands or other method agreed upon so that no voter's vote is secret, before declaring the decision.

Part 17 – Committees of the Council

17.1 Establishment and Appointment of Committees

A committee is not to be established except on a motion setting out the proposed functions of the committee and either -

- (a) the names of the Council members, employees and other persons to be appointed to the committee; or*
- (b) the number of Council members, employees and other persons to be appointed to the committee and a provision that they be appointed by a separate motion.*

17.2 Appointment of Deputy Committee Members

- (1) The Council may appoint one or more persons to be the deputy or deputies, as the case may be, to act on behalf of a member of a committee whenever that member is unable to be present at a meeting thereof and where two or more deputies are so appointed they are to have seniority in the order determined by the Council.*
- (2) Where a member of a committee does not attend a meeting thereof a deputy of that member, selected according to seniority, is entitled to attend that meeting in place of the member and act for the member, and while so acting has all the powers of that member.*

Local Emergency Management Committee

Chairperson	- Cr Denese Smythe, Shire President
Deputy Chairperson	Sgt John Hancock, OIC York, WA Police
Agency/Organisation Representatives	<ul style="list-style-type: none"> - Executive Officer – Shire of York Community Emergency Services Manager (CESM) – Troy Granville - Local Recovery Coordinator – Shire of York Executive Manager Infrastructure and Development Services (EMIDS) – Darren Wallace - Department of Fire & Emergency Services (DFES) Area Officer (AO) Lower Wheatbelt – Justin Corrigan - St John Ambulance (SJA) Community Paramedic Central Wheatbelt – Drew Richardson - DFES District Emergency Management Advisor (DEMA) – Yvette Grigg - Department of Communities District Emergency Service Officer (DESO) Wheatbelt – Joanne Spadaccini - Parks & Wildlife Service Department of Biodiversity, Conservation & Attractions (DBCA) District Fire Coordinator Perth Hills District – Michael Pasotti - York District High School Principal – Kim Anderson - WA Country Health Service Health Service Manager – Anne Coyne - York Volunteer Fire & Rescue Captain (VFRS) – Phillip Moorfield - SJA Volunteer Ambulance Officer – Natalie Ashworth - York Volunteer Fire & Emergency Services (VFES) Captain – Warrick McGregor - Shire of York Chief Bushfire Control Officer (CBFCO) – Wayne Collins - Community Representatives: <ul style="list-style-type: none"> – Country Women’s Association – Jean Wykes & Jean Anderson – Senses Australia Wheatbelt Office – Tatianna Dupre – York & Districts Community Matters newspaper editor – Mark Lloyd
Officer Responsible	- Executive Manager, Infrastructure and Development Services
Meeting Schedule	- Quarterly or as required.
Meeting Location	- To be determined
Quorum	- Five (5) voting members
Delegated Authority	- Nil

FUNCTIONS:

1.0 NAME

The name of the Committee is the Shire of York Local Emergency Management Committee.

2.0 DISTRICT/AREA OF CONTROL

The Shire of York Local Emergency Management Committee operates within the boundaries of the local government of the Shire of York.

Emergency Management Act 2005

Division 4 — Emergency management districts

28. *Establishment of emergency management districts*

- (2) *So far as is practicable emergency management districts are to be established by reference to the boundaries of local government districts.*
- (3) *If an emergency management district is proposed to be established other than by reference to the boundaries of a local government district, the Minister is to notify each local government in whose district any part of the area proposed to be established is situated and allow a reasonable time for submissions on the proposal.*
- (4) *In making an order under subsection (1) the Minister is to have regard to any submissions of the local governments.*

3.0 VISION / PURPOSE

To assist the Shire of York and the Local Emergency Coordinator (Officer in Charge of Police sub-district) to develop and maintain effective emergency management arrangements for the local area.

4.0 STATUTE

Emergency Management Act 2005

36. *Functions of local government*

It is a function of a local government —

- (a) *subject to this Act, to ensure that effective local emergency management arrangements are prepared and maintained for its district;*
- (b) *to manage recovery following an emergency affecting the community in its district; and*
- (c) *to perform other functions given to the local government under this Act.*

37. *Local emergency coordinators*

- (1) *The State Emergency Coordinator is to appoint a local emergency coordinator for each local government district.*
- (2) *Before appointing a local emergency coordinator for a local government district the State Emergency Coordinator is to consult the relevant local government.*
- (3) *In making an appointment the State Emergency Coordinator is to have regard to any submissions of the local government.*
- (4) *The local emergency coordinator for a local government district has the following functions —*
 - (a) *to provide advice and support to the local emergency management committee for the district in the development and maintenance of emergency management arrangements for the district;*
 - (b) *to assist hazard management agencies in the provision of a coordinated response during an emergency in the district;*
 - (c) *to carry out other emergency management activities in accordance with the directions of the State Emergency Coordinator.*

38. *Local emergency management committees*

- (1) *A local government is to establish one or more local emergency management committees for the local government's district.*
- (2) *If more than one local emergency management committee is established, the local government is to specify the area in respect of which the committee is to exercise its functions.*
- (3) *A local emergency management committee consists of —*
 - (a) *a chairman and other members appointed by the relevant local government in accordance with subsection (4); and*
 - (b) *if the local emergency coordinator is not appointed as chairman of the committee, the local emergency coordinator for the local government district.*

- (4) *Subject to this section, the constitution and procedures of a local emergency management committee, and the terms and conditions of appointment of members, are to be determined by the SEMC.*

39. *Functions of local emergency management committees*

The functions of a local emergency management committee are, in relation to its district or the area for which it is established —

- (a) *to advise and assist the local government in ensuring that local emergency management arrangements are established for its district;*
- (b) *to liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements; and*
- (c) *to carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.*

40. *Annual report of local emergency management committee*

- (1) *After the end of each financial year each local emergency management committee is to prepare and submit to the district emergency management committee for the district an annual report on activities undertaken by it during the financial year.*
- (2) *The annual report is to be prepared within such reasonable time, and in the manner, as is directed in writing by the SEMC.*

Division 2 — Emergency management arrangements for local governments

41. *Emergency management arrangements in local government district*

- (1) *A local government is to ensure that arrangements (local emergency management arrangements) for emergency management in the local government's district are prepared.*
- (2) *The local emergency management arrangements are to set out —*
 - (a) *the local government's policies for emergency management;*
 - (b) *the roles and responsibilities of public authorities and other persons involved in emergency management in the local government district;*
 - (c) *provisions about the coordination of emergency operations and activities relating to emergency management performed by the persons mentioned in paragraph (b);*
 - (d) *a description of emergencies that are likely to occur in the local government district;*
 - (e) *strategies and priorities for emergency management in the local government district;*
 - (f) *other matters about emergency management in the local government district prescribed by the regulations; and*
 - (g) *other matters about emergency management in the local government district the local government considers appropriate.*
- (3) *Local emergency management arrangements are to be consistent with the State emergency management policies and State emergency management plans.*
- (4) *Local emergency management arrangements are to include a recovery plan and the nomination of a local recovery coordinator.*
- (5) *A local government is to deliver a copy of its local emergency management arrangements, and any amendment to the arrangements, to the SEMC as soon as is practicable after they are prepared.*

42. *Reviewing and renewing local emergency management arrangements*

- (1) *A local government is to ensure that its local emergency management arrangements are reviewed in accordance with the procedures established by the SEMC.*
- (2) *Local emergency management arrangements may be amended or replaced whenever the local government considers it appropriate.*

43. *Local emergency management arrangements to be available for inspection*
- (1) *A local government is to keep a copy of its local emergency management arrangements at the offices of the local government.*
 - (2) *The arrangements are to be available for inspection, free of charge, by members of the public during office hours.*
 - (3) *The arrangements may be made available in written or electronic form.*

Division 3 — Powers of local government during cyclone

44. *Meaning of “cyclone area”*

In this Division —

cyclone area means a cyclone area designated under section 16.

45. *Exercise of powers under this Division*
The powers given to a local government by this Division can only be exercised on behalf of the local government by a person expressly authorised by it to exercise those powers.
46. *Power of local government to destroy dangerous vegetation or premises in cyclone area*
If a local government is of the opinion that any vegetation or premises on land in a cyclone area in the district of the local government may, as a result of the cyclonic activity —
- (a) *cause loss of life, prejudice to the safety, or harm to the health, of persons or animals; or*
 - (b) *destroy or damage property or any part of the environment, the local government may remove or destroy the vegetation or remove, dismantle or destroy the premises.*
47. *Local government may require owner or occupier of land to take action*
- (1) *If a local government is of the opinion that any vegetation or premises on land in a cyclone area in the district of the local government may, as a result of the cyclonic activity —*
 - (a) *cause loss of life, prejudice to the safety, or harm to the health, of persons or animals; or*
 - (b) *destroy or damage property or any part of the environment, the local government may give a person who is the owner or the occupier of the land a direction in writing requiring the person to take measures specified in the direction to prevent or minimise the loss, prejudice, harm, destruction or damage.*
 - (2) *A person who is given a direction under subsection (1) is not prevented from complying with it because of the terms on which the land is held.*
48. *Additional powers when direction given*
- (1) *This section applies when a direction is given under section 47.*
 - (2) *If the person who is given the direction (the **direction recipient**) fails to comply with it, the local government may do anything that it considers necessary to achieve, so far as is practicable, the purpose for which the direction was given.*
 - (3) *The local government may recover the cost of anything it does under subsection (2) as a debt due from the person who failed to comply with the notice.*
 - (4) *If a direction recipient —*
 - (a) *incurs expense in complying with the direction; or*
 - (b) *fails to comply with such a direction and, as a consequence, is convicted and fined or has to pay to a local government the cost it incurs in doing anything under subsection (2), the direction recipient may apply to a court for an order under subsection (6).*
 - (5) *In subsection (4) —*
court *means a court that would have jurisdiction to hear an action to recover a debt of the amount of the expense, fine or cost sought to be recovered by the direction recipient.*
 - (6) *On an application under subsection (4) the court may order —*
 - (a) *if the direction recipient is the owner, the occupier; or*

- (b) if the direction recipient is the occupier, the owner, to pay to the direction recipient so much of that expense, fine or cost as the court considers fair and reasonable in the circumstances.
- (7) In determining what is fair and reasonable the court is to have regard to —
 - (a) the type of land involved;
 - (b) the terms on which the occupier is occupying the land; and
 - (c) any other matter the court considers to be relevant.

49. Provisions are in addition to other powers
This Division is in addition to, and does not derogate from, the powers of a local government under the Local Government Act 1995 Part 3 Division 3.

The Emergency Management Procedures Manual published by the Department Fire and Emergency Services contains the following guidance:

LEMC Membership

7. Noting the requirements of the EM Act, the following provides guidance on the composition of LEMCs:

- a) the Chair should be an elected member of Council;
- b) the Local Emergency Coordinator should be appointed as Deputy Chair;
- c) an Executive Officer, who should be an officer of the relevant local government, should be appointed to coordinate the business of the committee and/or provide administrative support;
- d) the Local Recovery Coordinator, being the person nominated in the Local Recovery Plan, where a Local Recovery Plan has been completed as part of local emergency management arrangements (section 41(4) of the EM Act), should be appointed a member of the committee;
- e) consideration should be given to appointing local government officers engaged in key roles and functions affecting emergency management (for example, community services, engineering services, corporate services or planning);
- f) membership should include representatives from Emergency Management Agencies (EMAs) in the local government district (for example, the Department of Fire and Emergency Services); welfare support agencies or non-government organisations (for example, the Department for Child Protection and Family Support, Red Cross or Salvation Army), industry representatives (especially the owners or operators of hazardous facilities located within the local government district);
- g) consideration should be given to appointment of persons able to represent or advise on the interests of Culturally and Linguistically Diverse (CaLD) community members or community members with special needs; and
- h) LEMCs should where possible include representatives of local Aboriginal community organisations to provide advice and guidance to the LEMC and to promote appropriate engagement with the local Aboriginal communities.

Shire of York Meeting Local Law 2016

The Shire of York Meeting Local Law 2016 applies.

5.0 ESTABLISHMENT

Unknown. Elected members representatives are determined by Council every two years following the Local Government elections.

6.0 OBJECTIVES

- Liaise with participating agencies in the development, review and testing of emergency management arrangements.
- Assist with the preparation of emergency management operating procedures for application in the local area.
- Prepare an annual report on Committee activities for submission to the District Emergency Management Committee.
- Participate in the emergency risk management process.
- Carry out other emergency management functions as directed by the District Emergency Management Committee.

7.0 MEMBERSHIP**7.1 General**

Membership to include agencies with specific emergency management responsibilities or expertise essential to the development of emergency management arrangements, as mentioned previously.

7.2 Tenure of Membership

Local Government Act 1995

5.11. Tenure of committee membership

- (1) *Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until —*
 - (a) *the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be;*
 - (b) *the person resigns from membership of the committee;*
 - (c) *the committee is disbanded; or*
 - (d) *the next ordinary elections day, whichever happens first.*
- (2) *Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until —*
 - (a) *the term of the person's appointment as a committee member expires;*
 - (b) *the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant;*
 - (c) *the committee is disbanded; or*
 - (d) *the next ordinary elections day, whichever happens first.*

8.0 DELEGATED AUTHORITY

The Committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility and does not have any delegated financial responsibility. The Committee does not have any management functions and cannot involve itself in management processes or procedures.

The Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its terms of reference in order to facilitate informed decision-making by Council in relation to the legislative functions and duties of the local government that have not been delegated to the CEO.

9.0 COMMITTEE

9.1 Chairperson & Deputy Chairperson

The Chairperson is the Shire President, Shire of York and the Deputy Chairperson is the Officer in Charge, York – WA Police.

9.2 Non-Voting Representatives

The Shire's Technical Services Officer will fulfil the Secretariat administrative role.

Officer responsible is the Executive Manager, Infrastructure and Development Services.

The Community Emergency Services Manager is a standing ex-officio member of the Committee.

10.0 MEETINGS

10.1 Annual General Meeting

N/A

10.2 Committee Meetings

Held quarterly or as required (minimum 4 meetings per annum). The Chairperson may at any time convene a special meeting of the Committee.

10.3 Quorum

Five (5) Voting Members

10.4 Voting

Local Government Act 1995

S 5.21 - Voting

- (1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- (2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- (3) *If the votes of members present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- (4) *If a member of a council or a committee specifically requests that there be recorded —*
 - (a) *his or her vote; or*
 - (b) *the vote of all members present, on a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.*
- (5) *A person who fails to comply with subsection (2) or (3) commits an offence.*

[Section 5.21 amended by No. 49 of 2004 s. 43.]

10.5 Minutes

In accordance with the *Local Government Act 1995* Section 5.22 and 5.25, and *Local Government (Administration) Regulations 1996*.

The person presiding at a meeting is to ensure that the Minutes are kept of the meetings proceedings.

Once Minutes have been confirmed by members they are to be submitted for inclusion in the Information Bulletin.

Recommendations arising from the Minutes requiring a Council decision shall be presented to Council at the next Ordinary Council Meeting or earliest available Council meeting if it is not possible to present the Minutes to the next Ordinary Council Meeting.

10.6 Who Acts if No Presiding Member

Local Government Act 1995

5.14. Who acts if no presiding member

If, in relation to the presiding member of a committee —

- (a) *the office of presiding member and the office of deputy presiding member are vacant; or*
- (b) *the presiding member and the deputy presiding member, if any, are not available or are unable or unwilling to perform the functions of presiding member, then the committee members present at the meeting are to choose one of themselves to preside at the meeting.*

10.7 Members Interests to be Disclosed

Members of the Local Emergency Management Committee are required to declare their financial interests and complete a Declaration form where relevant, using the principles detailed in the *Local Government Act* Section 5.65-5.70 with respect to disclosure of financial, impartiality or proximity interests ('CEO' in the LGA text means the 'Chairperson' in the committee sense).

5.65. Members' interests in matters to be discussed at meetings to be disclosed

- (1) *A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —*
 - (a) *in a written notice given to the CEO before the meeting; or*
 - (b) *at the meeting immediately before the matter is discussed.*

Penalty: \$10 000 or imprisonment for 2 years.

- (2) *It is a defence to a prosecution under this section if the member proves that he or she did not know —*
 - (a) *that he or she had an interest in the matter; or*
 - (b) *that the matter in which he or she had an interest would be discussed at the meeting.*
- (3) *This section does not apply to a person who is a member of a committee referred to in section 5.9(2)(f).*

5.9. Types of committees

- (1) *In this section — "other person" means a person who is not a council member or an employee.*
- (2) *A committee is to comprise —*
 - (f) *other persons only.*

5.66. Meeting to be informed of disclosures

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

- (a) *before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and*
- (b) *at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.*

[Section 5.66 amended by No.1 of 1998 s.16; No. 64 of 1998 s.33.]

5.67. Disclosing members not to participate in meetings

A member who makes a disclosure under section 5.65 must not —

- (a) *preside at the part of the meeting relating to the matter; or*
- (b) *participate in, or be present during, any discussion or decision making procedure relating to the matter, unless, and to the extent that, the disclosing member is allowed to do so under section 5.68 or 5.69.*

Penalty: \$10 000 or imprisonment for 2 years.

5.68. *Councils and committees may allow members disclosing interests to participate etc. in meetings*

- (1) *If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter —*
 - (a) *may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and*
 - (b) *may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if —*
 - (i) *the disclosing member also discloses the extent of the interest; and*
 - (ii) *those members decide that the interest —*
 - (I) *is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or*
 - (II) *is common to a significant number of electors or ratepayers.*
- (2) *A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.*
- (3) *This section does not prevent the disclosing member from discussing, or participating in the decision making process on, the question of whether an application should be made to the Minister under section 5.69.*

5.69. *Minister may allow members disclosing interests to participate etc. in meetings*

- (1) *If a member has disclosed, under section 5.65, an interest in a matter, the council or the CEO may apply to the Minister to allow the disclosing member to participate in the part of the meeting, and any subsequent meeting, relating to the matter.*
 - (2) *An application made under subsection (1) is to include —*
 - (a) *details of the nature of the interest disclosed and the extent of the interest; and*
 - (b) *any other information required by the Minister for the purposes of the application.*
 - (3) *On an application under this section the Minister may allow, on any condition determined by the Minister, the disclosing member to preside at the meeting, and at any subsequent meeting, (if otherwise qualified to preside) or to participate in discussions or the decision making procedures relating to the matter if —*
 - (a) *there would not otherwise be a sufficient number of members to deal with the matter; or*
 - (b) *the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.*
 - (4) *A person must not contravene a condition imposed by the Minister under this section.*
- Penalty: \$10 000 or imprisonment for 2 years.*
- [Section 5.69 amended by No. 49 of 2004 s. 53.]*

5.69A. *Minister may exempt committee members from disclosure requirements*

- (1) *A council or a CEO may apply to the Minister to exempt the members of a committee from some or all of the provisions of this Subdivision relating to the disclosure of interests by committee members.*
- (2) *An application under subsection (1) is to include —*
 - (a) *the name of the committee, details of the function of the committee and the reasons why the exemption is sought; and*
 - (b) *any other information required by the Minister for the purposes of the application.*
- (3) *On an application under this section the Minister may grant the exemption, on any conditions determined by the Minister, if the Minister is of the opinion that it is in the interests of the electors or ratepayers to do so.*
- (4) *A person must not contravene a condition imposed by the Minister under this section.*

(5) *Penalty: \$10 000 or imprisonment for 2 years.*
[Section 5.69A inserted by No. 64 of 1998 s. 34(1).]

5.70. *Employees to disclose interests relating to advice or reports*

(1) *In this section —*

employee includes a person who, under a contract for services with the local government, provides advice or a report on a matter.

(2) *An employee who has an interest in any matter in respect of which the employee is providing advice or a report directly to the council or a committee must disclose the nature of the interest when giving the advice or report.*

(3) *An employee who discloses an interest under this section must, if required to do so by the council or committee, as the case may be, disclose the extent of the interest.*

Penalty: \$10 000 or imprisonment for 2 years.

5.71. *Employees to disclose interests relating to delegated functions*

If, under Division 4, an employee has been delegated a power or duty relating to a matter and the employee has an interest in the matter, the employee must not exercise the power or discharge the duty and —

(a) *in the case of the CEO, must disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter; and*

(b) *in the case of any other employee, must disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she has the interest in the matter.*

Penalty: \$10 000 or imprisonment for 2 years.

PART 2 – COUNCIL REFERENCE/WORKING GROUPS

Council has resolved to formally establish a number of Reference/Working Groups.

Working Groups are not intended to be constrained by procedural requirements of the *Local Government Act 1995* and Regulations, however many best practice meeting procedures utilised under the *Local Government Act 1995* can be practised for Reference/Working Group meetings (see S5.8-S5.25 LGA 1995).

The Chairperson, as determined by Council at the time of establishing the Reference/Working Group, should seek to preside so as to allow all members to participate. Recommendations may be through consensus or at the discretion of the Chairperson by motion and subsequent resolution. Simple majority voting can be utilised by applying Standing Orders conditions; *all members* of the Reference/Working Group present must vote and the Chairperson has a further casting vote should votes be tied. It is good practise to vacate Chairperson and Deputy Chairperson positions following the biennial Council elections whereupon a potential new Councillor may replace the current Councillor representative.

It is acknowledged that Reference/Working Groups generally have members with speciality interests in fields relevant to the particular Reference/Working Group. However, members with financial interests in agenda items must abstain from participation in discussions and voting on such items, and leave the room for that part of the meeting. A Financial Interest Declaration form is required to be completed stating the nature of the interest and provided to the Chairperson prior to discussion of the item (forms attached to this document). It should be noted that the Chairperson may, in a particular instance, preside over a motion to have the Declarer remain in the meeting (see LGA S5.67 & 5.68).

Any recommendations emanating from Reference/Working Groups are to be endorsed by Council through an Officer report and subsequent recommendation. A Reference/Working Group has no other power.

Some other points to note for the operation of Reference/Working Groups are that Notes of Meetings are taken rather than Minutes, which are submitted by the noted Officer responsible for inclusion in the monthly Information Bulletin. Quorums are as stated in the particular Working Group detail, Deputies can be nominated for all members on Reference/Working Groups if required, and unless detailed otherwise, Standing Orders apply. It should be noted that *Deputy Delegates are not* to attend meetings unless requested to do so when the Delegate is unable to attend a meeting. Deputies will receive Notes of meetings.

Local Government Act 1995

5.67. Disclosing members not to participate in meetings

A member who makes a disclosure under section 5.65 must not —

- (a) preside at the part of the meeting relating to the matter; or*
- (b) participate in, or be present during, any discussion or decision making procedure relating to the matter,*

unless, and to the extent that, the disclosing member is allowed to do so under section 5.68 or 5.69.

Penalty: \$10 000 or imprisonment for 2 years.

5.68. Councils and committees may allow members disclosing interests to participate etc. in meetings

(1) If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter —

- (a) may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and*
- (b) may allow, to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if —*
 - (i) the disclosing member also discloses the extent of the interest; and*
 - (ii) those members decide that the interest —*

- (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or*
 - (II) is common to a significant number of electors or ratepayers.*
- (2) A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.*

York Honours Reference Group

1 x Councillor	-	Cr Denese Smythe
6 x Community Representatives	-	1 x Representative from York Bendigo Bank Mr Graham Edmonds
	-	1 x Representative from York Co-operative Board Mrs Brenda Treloar
	-	4 x Community Representatives Mrs Margaret Wallace Mrs Gwen Gentle Mrs Bev Penny Mrs Elaine Ashford
Ex Officio	-	Council and Executive Support Officer
Chairperson	-	The Chairperson shall be the elected member Delegate.
Responsible Officer	-	Chief Executive Officer
Meeting Schedule	-	Annual or more frequently as required.
Meeting Location	-	Council Chambers, York Town Hall.
Secretariat	-	The Secretariat functions will be provided by an officer of the Shire.
Quorum	-	Four (4) Members (including the elected member Delegate)
Delegated Authority	-	Nil
Purpose	-	The purpose of the York Honours Reference Group is to: <ul style="list-style-type: none"> • Determine what honours awards are relevant and appropriate for the Shire of York and make recommendations to Council. • Develop and promote the criteria relevant to various community awards. • Provide advice and recommendations to Council on matters relating to the community which may include: honours and awards, roads, reserve and place names, volunteer recognition. This may relate to local, regional, state and federal awards and honours. • Select the recipients of honours and awards in accordance with the designated criteria and make recommendations to Council.

1.0 NAME

The name of the Group is the **York Honours Reference Group**.

2.0 DISTRICT/AREA OF CONTROL

Local Government boundaries of the Shire of York.

3.0 VISION / PURPOSE

The purpose of the York Honours Reference Group is as follows:

1. Provide advice to Council regarding;
 - a. community and other awards
 - b. volunteer recognition
2. Provide nominations for award candidates.

4.0 ESTABLISHMENT

Unknown. The current group was established on 28 October 2019 following the Local Government elections until 27 January 2020 at which time expressions of interest will be called to form a new York Honours Reference Group.

5.0 MEMBERSHIP**5.1 General**

Council will appoint members to the Group in accordance with the following criteria;

- Resident within the Shire of York
- Committed to working as a team member for the effective operation of the Reference Group
- Knowledge of York and its community

Staff will be invited to participate in the Group by the Chief Executive Officer as required.

Council will appoint one elected member as a Delegate.

5.2 Tenure of Membership

Where a person is appointed as a member of the York Honours Reference Group membership of the Group continues until —

- The person no longer holds office by virtue of which the person became a member.
- The person resigns from membership of the Group.
- The Group is disbanded.
- The Council removes the person from the Group by resolution of Council.
- For elected member Delegates, the next ordinary elections day

6.0 DELEGATED AUTHORITY

The Group has no delegated authority.

7.0 REFERENCE/WORKING GROUP**7.1 Chairperson**

The role of Chairperson is to be vacated following biennial Council elections in October and reappointed by Council.

A Councillor of the Shire of York will be the Chairperson.

7.2 Secretariat

This role is to be fulfilled by Shire Officers.

7.3 Standing Ex-Officio Members

Chief Executive Officer and/or his delegate and the Council and Executive Support Officer

8.0 MEETINGS**8.1 Group Meetings**

The Chairperson will call meetings as required.

8.2 Quorum

Quorum shall be 4 (four) members including one Councillor.

8.3 Voting

Voting shall be by consensus or by a show of hands as directed by the Chairperson.

8.4 Minutes of Meetings

The person presiding is to ensure that Notes are kept of the meetings proceedings.

PART 3 – COUNCIL REPRESENTATION ON EXTERNAL COMMITTEES

Council has resolved to formally appoint Shire representatives the following external organisations' Committees. As these Committees are administered by parties other than the Shire of York, information provided and operation of these Committees are at the discretion of the convening bodies.

- Avon Midland Ward (Zone) of WALGA
- Avon Regional Roads Sub-Group
- Avon Regional Organisation of Councils (AROC)
- Avon Valley Torusim Association
- Development Assessment Panel
- Earthquake Building Mitigation Project Working Group
- River Conservation Society
- York By-Pass Working Group
- York Community Resource Centre
- York District High School Board
- York Hospital Advisory Group
- Rural Water Council
- Paint York REaD

Development Assessment Panel

2 x Councillor	- Cr Denese Smythe Cr Kevin Trent
2 x Alternate (Deputies)	- Cr Denis Warnick Cr Ashley Garratt
Other members	- 3 x specialist members appointed by the Minister for Planning
Officer Responsible	- N/A
Committee Administration	- WA Department of Planning Development Assessment Panels report directly to the Minister for Planning, and do not form part of the Department of Planning or the Western Australian Planning Commission.
Meeting Schedule	- As required
Meeting Location	- To be determined
Quorum	- Unknown
Delegated Authority	- Nil

Purpose

As a key component of planning reform in Western Australia, Development Assessment Panels (DAPs) are intended to enhance planning expertise in decision making by **improving the balance between technical advice and local knowledge**.

Each DAP consists of five panel members, three being specialist members and two local government councillors. For information about how DAPs operate, membership, and development application types please select from the menu to the left.

Under the DAP regulations, each DAP will determine development applications that meet set type and value thresholds as if it were the responsible authority under the relevant planning instrument, such as the local planning scheme or region planning scheme. The DAP regulations state that DAP applications cannot be determined by local government or the Western Australian Planning Commission (WAPC).

The role of DAP members is to determine development applications within a certain type and value threshold through consistent, accountable, and professional decision-making.

Avon Midland Country Zone of WALGA

1 x Councillor	- Cr Denese Smythe Cr Denis Warnick (Deputy)
1 x Shire Staff	- Chief Executive Officer
Other LG members	- Shire of Northam Shire of Toodyay Shire of Chittering Shire of Goomalling Shire of Gingin Shire of Victoria Plains Shire of Dandaragan Shire of Moora Shire of Wongan-Ballidu Shire of Dalwallinu
Officer Responsible	- Chief Executive Officer
Committee Administration	- Rotated between members
Meeting Schedule	- Quarterly
Meeting Location	- Various (rotated between member Shires)
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- Zones are groups of geographically aligned Member Councils who are responsible for direct elections of State Councillors, providing input into policy formulation and providing advice to WALGA on various matters.

Avon Regional Organisation of Councils (AROC)

1 x Councillor	- Cr Denese Smythe, Shire President
1 x Shire Staff	- Chief Executive Officer (ex-officio)
Organisation Membership	- Shire of Chittering Shire of Dowerin Shire of Goomalling Shire of Northam Shire of Toodyay Shire of Victoria Plains
Committee Administration	- Rotated among the member organisations
Officer Responsible	- Chief Executive Officer
Meeting Schedule	- Bi-monthly
Meeting Location	- To be determined
Quorum	- Delegates from 4 member local governments.
Delegated Authority	- Nil
Purpose	- The purpose of AROC is to arrange and facilitate Members: <ul style="list-style-type: none"> • Working together cooperatively to address regional problems, issues or challenges and advance the interests of the region; • Developing and implementing resource sharing strategies or regional service delivery models; • Delivery of training and development programs for elected members or staff; and • Undertaking joint tendering or purchasing arrangements

Avon Regional Roads Sub-Group

1 x Councillor	- Cr Kevin Trent
1 x Shire Staff	- Executive Manager, Infrastructure & Development Services
Other Organisations	- MRWA Representative Officers from Avon Shires
Officer Responsible	- Executive Manager, Infrastructure and Development Services
Committee Administration	- Main Roads WA
Meeting Schedule	- Twice yearly
Meeting Location	- Various over the four Shire Locales
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	

The role of Regional Road Groups is to recommend Local Government road funding priorities to the MRWA Advisory Committee and to monitor the implementation of the Local Roads Program in their own regions.

At the Regional level, Regional Road Groups are responsible for:

- Assessing Local Government road funding needs
- Prioritising projects and Black Spot projects
- Development of a long term plan (5 years) to distribute Road Projects and Black Spot Grants
- Developing and improving methodology for the prioritisation of projects and the distribution of State funds
- Monitoring and reporting on program effectiveness
- Implementing performance indicators and open and accountable processes
- Ensuring grants are expended in the year of allocation
- Monitoring Local Government Expenditure on approved local roads projects
- Recommending improved procedures to the Advisory Committee
- Raising relevant issues on the Local Roads Program and the overall road needs of the Region with the Advisory Committee
- Providing advice to member Local Governments

The Regional Road Group may delegate certain functions and tasks to Regional Sub Groups, provided that all Regional Sub-Groups have the same delegated responsibilities.

Avon Tourism Association

1 x Councillor	- Cr Ashley Garratt
1 x Shire Staff	- Chief Executive Officer
Other members	-
Officer Responsible	- Chief Executive Officer
Committee Administration	- Avon Tourism Inc
Meeting Schedule	- Unknown
Meeting Location	- Various (rotated between member Shires)
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- Formed as a peak body to market the Avon Valley to domestic and international visitors

Earthquake Building Mitigation Project Working Group

1 x Shire of York Councillor	- Cr Denese Smythe
Chairperson/Deputy	- Chairperson and Deputy Chair to be elected by the Working Group
Organisational representatives of:	-
GeoScience Australia	Mark Edwards
	Martin Wehner
University of Adelaide	Mike Griffiths
	Jaroslav Vaculik
Dept. Lands, Planning & Heritage WA	Harriet Wyatt
Dept. Fire & Emergency Services WA	Christine Otter
	Justin Whitney
	Mark Williams
Shire of York Officers Officer Responsible	- Executive Manager, Infrastructure & Development Services Arts & Cultural Heritage Officer [minute taker]
	Chief Executive Officer/ Acting Chief Executive Officer
Standing Ex-Officio Member Meeting Schedule	- Quarterly and as required, with every second meeting to be an 'in-person' meeting and every other meeting to be held as a teleconference.
Meeting Location	- Shire of York /DPLH, Perth/Teleconference
Quorum	- 5 members including one Councillor
Delegated Authority	- Nil

FUNCTIONS:

1.0 NAME

The name of the Working group is the NDRP 1819-05 Earthquake Building Mitigation Project Working Group.

2.0 DISTRICT/AREA OF CONTROL

Shire of York.

3.0 VISION / PURPOSE

The NDRP 1819-05 Earthquake Building Mitigation Project Working Group is to be an advisory group to Council for the duration of the project, due for completion in August 2022.

4.0 STATUTE***Shire of York Local Government (Council Meetings) Local Law 2016***

The provisions of the above local law apply.

The Working Group shall operate in accordance with the Local Government Act 1995 and the Shire of York Local Government (Council Meetings) Local Law 2016 with the following exceptions:

1. As the Working Group has no delegated authority meetings are not open to the public; and
2. Order of Business at the meetings will be as outlined in Section 9 of this Terms of Reference.

5.0 ESTABLISHMENT

Established by Council Resolution on 23 September 2019

6.0 OBJECTIVES

The purpose of the Working Group is to:

Co-ordinate and ensure the progression and completion of the Earthquake building mitigation Project as defined by the Grant Funding Agreement between the Department of Fire and Emergency Services and the Shire of York under the Natural Disaster Resilience Program 2018-19 Earthquake Building Mitigation Project NDRP1819-05.

The project will examine the application of the outcomes of the Bushfire and Natural Hazards CRC (BNHCRC) York earthquake mitigation study [previously undertaken by GeoScience Australia & the University of Adelaide] to a number of York building types.

The retrofit work will be separately managed through a linked parallel program funded through local and state government initiatives with the program using information developed under the current BNHCRC project for specific heritage retrofits.

Retrofit information development for additional building types is included in this NDRP project to better cover the building range found in other WA communities and nationally. The broader statewide application will involve translating the information to take into account different local hazard and building use.

Finally, the project will establish and utilise an industry reference group comprising engineers, architects, contractors and industry body representatives to review the work and refine the information products developed.

The project will communicate the availability and utility of the information through York community engagement, conferences and workshops for use in WA and nationally.

7.0 MEMBERSHIP**7.1 General**

Council will appoint members to the Working Group

8.0 ORDER OF BUSINESS AT MEETINGS

The Order of Business at Working Group Meetings will be as follows:

1. OPENING
 - 1.1. Declaration of opening
 - 1.2. Disclaimer
 - 1.3. Standing Orders
 - 1.4. Declarations of Interest that might Cause Conflict
 - 1.5. Declarations of financial Interest
 - 1.6. Disclosure of Interest that May Affect Impartiality
2. ATTENDANCE
 - 2.1. Members
 - 2.2. Staff
 - 2.3. Apologies
 - 2.4. Leave of Absence Previously Approved
3. CONFIRMATION OF MINUTES OF PREVIOUS MEETING
4. OFFICER'S REPORTS
5. QUESTIONS FROM MEMBERS WITHOUT NOTICE
6. BUSINESS OF AN URGENT NATURE INTRODUCED BY A DECISION OF THE MEETING
7. CLOSURE

River Conservation Society

1 x Councillor	- Cr David Wallace Cr _____ (Deputy)
Other members	-
Officer Responsible	- N/A
Committee Administration	- River Conservation Society
Meeting Schedule	- Unknown
Meeting Location	- Various
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- The River Conservation Society is passionate about caring, conserving and protecting the Avon River, surrounding environs and the Avon Catchment.

York Bypass/Heavy Haulage Project Working Group

2 x Shire Representatives	- Shire President, Cr Denese Smythe Chief Executive Officer (Other Shire staff may attend meetings as approved by the CEO.)
Organisations	- 2 x Main Roads WA representatives Regional Manager, Main Roads Wheatbelt – Craig Manton Project Development Manager, Main Roads Wheatbelt, Dave Pearson - 2 x Wheatbelt Development Commission representatives Director Regional Services Wheatbelt Development Commission, Grant Arthur Ross Ainsworth, Wheatbelt Development Commission Board Member.
Chairperson	- Shire President
Officer Responsible	- Chief Executive Officer
Meeting Schedule	- Monthly or more frequently if required.
Meeting Location	- To be determined
Quorum	- 3 members including one representative from each organisation
Delegated Authority	- Nil

FUNCTION

1.0 NAME

The name of the Group is the York Bypass/Heavy Haulage Working Group.

2.0 DISTRICT/AREA OF CONTROL

Shire of York

3.0 VISION / PURPOSE

To work with government, community and other stakeholders to identify and recommend a route envelope for a future York Bypass/Heavy Haulage Route.

4.0 STATUTE

Policy G 2.5 Reference Groups

Reference Groups:

- are not Committees established under Section 5.8 of the Local Government Act 1995.
- provide a valuable mechanism for Council to gain information which may be of use in decision-making.
- cannot hold delegated Council powers

- may, depending on their individual Terms of Reference, make recommendations to the Council on a relevant matter.

5.0 ESTABLISHMENT

Established by Council Resolution on 28 November 2016.

6.0 OBJECTIVES

- Develop a Community Engagement Plan for consideration by the Council of the Shire of York.
- Work collectively between Main Roads, Wheatbelt Development Commission and the Shire to implement the Community Engagement Plan once adopted by Council including undertaking regular reviews.
- Provide a recommendation on the preferred Route Envelope for a future York Bypass/Heavy Haulage Route for use in future planning.

7.0 DELEGATED AUTHORITY

The Group does not have executive powers or authority to implement actions in areas over which the Chief Executive Officer has legislative responsibility and does not have any delegated financial responsibility.

8.0 WORKING GROUP

8.1 Chairperson

The Chairperson of the Working Group will be the Shire President. If the Shire President is not available, the group will choose someone to Chair the meeting from members present.

8.2 Secretariat and Note taker

This role is to be fulfilled by Main Roads WA.

9.0 MEETINGS

9.1 Group Meetings

The York Bypass/Heavy Haulage Working Group will meet monthly unless a Special Meeting is called by the Chairperson.

9.2 Voting

Voting shall be by consensus or by a show of hands as directed by the Chairperson.

9.3 Notes of Meetings

The Chairperson is to ensure that Notes of the Meeting are kept of the meetings proceedings.

The Meeting Notes may be confirmed by a majority of members present at the meeting in writing via email, after the completion of the meeting.

Recommendations requiring Council action arising from the Meeting Notes shall be presented to Council at the next Ordinary Council Meeting or earliest available Council meeting if it is not possible to present the Notes to the next Ordinary Council Meeting.

York Community Resource Centre

1 x Councillor	- Cr Pam Heaton
Other members	- Mr Gordon Marwick Mr Chris Heaton Mr Bob Lear Mr John Oliver Ms Liz Parker Ms Margaret Collins
Officer Responsible	- N/A
Committee Administration	- York Community Resource Centre
Meeting Schedule	- Monthly (Tues am)
Meeting Location	- Various (rotated between member Shires)
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- The C.R.C. is a non-profit community based organisation that builds capacity through economic, business and social development. The Centre is administered by a Management Committee, Manager, staff and volunteers. It derives its income from membership fees, charging for services, contract agreements and fee for service contracts.

York District High School Board

1 x Councillor	- Cr Pam Heaton
Other members	- Mr Kim Anderson – Principal, York DHS Staff members – York DHS Mr Graeme Allen Mr Michael Harries Ms Brenda Treloar Mr Andrew Wherrett Unknown
Officer Responsible	- N/A
Committee Administration	- York DHS
Meeting Schedule	- Monday evenings twice per term
Meeting Location	- York District High School
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- Council representation on the Board at the request of York DHS.

York Hospital Advisory Group

1 x Councillor	- Cr David Wallace Cr _____ (Deputy)
Other Members	- Ms Tricia Walters Ms Di Hammersley Mr Des Bradley Mr John Dawson Mr Julian Krieg Mr Eric Rous Ms Di Ogden Mr Malcolm Jones Ms Ann Coyne Ms Tana Burgess Dr Duncan Steed Ms Tracy Bradfield
Chairperson/Deputy Chair	- Mr Julian Krieg (Chairperson) Mr John Dawson (Deputy Chair)
Officer Responsible	- N/A
Meeting Schedule	- Monthly or more frequently if required.
Meeting Location	- To be determined
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- Formed to work together to improve the provision of health and allied services in York through collaboration, communication and lobbying (see attached).

York – Merredin Road Working Group

2 x Shire Representatives	<ul style="list-style-type: none">- Cr Kevin Trent- Executive Manager, Infrastructure and Development Services
Other Members	<ul style="list-style-type: none">- Unknown
Chairperson	<ul style="list-style-type: none">- TBC
Working Group Administration	<ul style="list-style-type: none">- Main Roads WA
Meeting Schedule	<ul style="list-style-type: none">- Monthly or more frequently if required.
Meeting Location	<ul style="list-style-type: none">- To be determined
Quorum	<ul style="list-style-type: none">- Unknown
Delegated Authority	<ul style="list-style-type: none">- Nil
Purpose	<ul style="list-style-type: none">- To work with the government, community and other stakeholders to improve the York-Merredin Road.

Rural Water Council

1 x Councillor	- Cr Denis Warnick Cr David Wallace (Deputy)
1 x Shire Staff	- Executive Manager Development & Infrastructure Services
Other LG members	- Shire of Toodyay Shire of Chittering Shire of Goomalling Shire of Gingin Shire of Victoria Plains Shire of Koorda Shire of Lake Grace Shire of Dandaragan Shire of Dowerin Shire of Merredin Shire of Moora Shire of Mount Marshall Shire of Mukinbudin Shire of Narembeen Shire of Nungarin Shire of Westonia Shire of Wongan-Ballidu
Officer Responsible	- Robert Dew, Executive Officer, Rural Water Council of WA (Inc)
Committee Administration	- Rotated between members
Meeting Schedule	- Quarterly
Meeting Location	- Various (rotated between member Shires)
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- The objects and purposes of the Association are - (a) To raise awareness of water supply issues relating to farmland and communities in rural and dryland agricultural areas. (b) To endeavour to obtain equitable distribution state wide of funds for water supply improvement to minimise the difficulty caused by the inadequate domestic, spraying and stock water in dryland agricultural areas. (c) To work with all relevant Government agencies, water advisory groups and other stakeholders to encourage and support research and development to optimise alternative management and use of water supplies. (d) To raise awareness of the need to improve and maintain rural and town water supplies and infrastructure. (e) To contribute to regional planning and policies relating to the allocation and use of water resources in rural and dryland agricultural areas. (f) To represent the water needs of our member communities.

(g) To raise awareness of the need to effectively manage water resources.

(h) To provide input to and seek membership of appropriate water advisory groups and the like.

Paint York REaD

2 x Shire Representatives	- Cr Ashley Garratt
	- Executive Manager, Corporate & Community Services
Other Members	- 13 Committee Members
Chairperson	- Meg Boyle
Working Group Administration	- Meg Boyle, Charlotte Macdonald
Meeting Schedule	- Irregular, approximately once a quarter
Meeting Location	- York Early Years Hub
Quorum	- Unknown
Delegated Authority	- Nil
Purpose	- To encourage everyone in the community to read, talk and sing with children from birth to ensure they are ready to learn at school. (A branch of the national 'Paint the Town ReaD' organization).

APPENDIX 1 – Form – Declaration of Interest – Committees and Reference/Working Groups

Refer following page for form.



DECLARATION OF INTEREST FORM

In accordance with Section 5.65(1) of the *Local Government Act 1995* a member who is a Councillor or a Shire employee who has an interest in any matter to be discussed at a Council or Committee meeting that will be attended by the member must disclose the nature of the interest.

Meeting Date: _____

Meeting: _____

Name and Position of Person Disclosing the Interest:

Name: _____

Position: _____

INTEREST: FINANCIAL / PROXIMITY / IMPARTIAL *(please circle)*

Item Number: _____

Item Title: _____

Nature of Interest: _____

Withdrew At: _____

Returned At: _____

Impartiality Declaration *(to be read aloud at meeting by person declaring the interest)*

With regard to (item title), the matter in Item.....

I disclose that I have an association with the applicant (or person seeking a decision. The association is (nature of interest)

As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will consider this matter on its merits and vote accordingly.

Signature of Person Declaring Interest

Date

DECLARED TRIVIAL: YES / NO

MOVED: _____

SECONDED: _____

CARRIED / LOST

APPENDIX 2 – Terms of Reference – Avon Regional Organisation of Councils (AROC)

Our Ref: ORG3//OCR31267

14 August 2017

Mr Paul Martin
Chief Executive Officer
Shire Of York
PO Box 22
YORK WA 6302

SHIRE OF YORK	
FILE	OR. RDT.1
OFFICER	INITIALS
PAUL M.	
22 AUG 2017	
1161835	
REFERRED TO COUNCIL	
DATE	INITIALS



Administration Centre

15 Fienes Street
PO Box 96
TOODYAY WA 6566

T (08) 9574 9300

F (08) 9574 2158

E records@toodyay.wa.gov.au

W www.toodyay.wa.gov.au

Dear Paul

AROC MOU – adopted at an AROC Meeting held on 3 April 2017

Please find enclosed a signed copy of the above agreement for your records.

If you have any queries regarding the above please call me.

Yours sincerely

Stan Scott
Chief Executive Officer
AROC Secretariat



Avon Regional Organisation of Councils (AROC)

Agreement between:

**Shire of Chittering
Shire of Dowerin
Shire of Goomalling
Shire of Northam
Shire of Toodyay
Shire of Victoria Plains
Shire of York**

Memorandum of Understanding for the Operation of the Avon Regional Organisation of Councils (AROC)

*Adopted as amended at an AROC Meeting held on 3 April 2017 –
circulated to members for endorsement (Res. No. 07/03/17).*

April 2017

Memorandum of Understanding
Avon Regional Organisation of Councils (AROC)

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Memorandum of Understanding
Avon Regional Organisation of Councils

A. Description of the Memorandum of Understanding (MOU)

1. The purpose of this document is to set out the framework for regional cooperation between the member local governments.
2. The regional body shall be known as the Avon Regional Organisation of Councils, or under the short form AROC.
3. AROC will not be a legal entity or a body corporate, and may only operate under the auspices of one or more member local governments.
4. AROC operates under the authority of Section 3.68 of the *Local Government Act 1995*.

B. Period of Agreement

1. This agreement shall apply from the date it is adopted by the member local governments for a period of five years. At the end of that period the members may:
 - Renew the agreement;
 - Change the agreement; or
 - Take no action, in which case the agreement ceases to have effect.
2. The agreement may be modified or cancelled at any time with the unanimous agreement of the member local governments.

C. Membership

1. Membership of the Avon Regional Organisation of Councils shall consist of the following organisations. Each member is a local government constituted under the Western Australian *Local Government Act 1995*.
2. Member local governments of the Avon Regional Organisation of Councils are:
 - Shire of Chittering
 - Shire of Dowerin
 - Shire of Goomalling
 - Shire of Northam
 - Shire of Toodyay
 - Shire of Victoria Plains
 - Shire of York

Memorandum of Understanding
Avon Regional Organisation of Councils

D. Mission Statement

The mission of the Avon Regional Organisation of Councils is to:

“Work cooperatively for the benefit of the region and well-being of the community”

E. Purpose

The purpose of AROC is to arrange and facilitate Members:

- working together cooperatively to address regional problems, issues or challenges and advance the interests of the region;
- developing and implementing resource sharing strategies or regional service delivery models;
- delivery of training and development programs for elected members or staff; and
- undertaking joint tendering or purchasing arrangements.

F. The AROC Governance Group

1. The prime decision making body for AROC shall be the Governance Group;
2. The Governance Group will meet every two months at a time and place agreed by the group;
3. Each member local government shall have equal representation on the Governance Group;
4. The Governance Group shall consist of:
 - one Elected Member from each member local government, usually the mayor or Shire President;
 - one Senior Officer from each member local government, usually the CEO;
5. Each local government shall nominate an Elected Member to represent it on the Governance group;
6. Proxies are permitted;
7. Each member local government shall have a single vote to be exercised by their nominated elected member or proxy, or in the absence of an elected member by the CEO or senior officer present;
8. Governance Group meetings are not open to the public, but additional elected members from member local governments are encouraged to attend as observers;
9. Invited guests may attend the meeting to address particular issues and can remain for the remainder of the meeting unless decided otherwise by the meeting;

Memorandum of Understanding
Avon Regional Organisation of Councils

10. Members may attend by prior arrangement through instantaneous electronic communication.

G. The AROC Officer's Group

1. The AROC Officers Group will meet every two months at a time and place agreed by the Officers Group, in the months when the Governance Group does not meet;
2. Each member local government shall have equal representation on the Officers Group, usually the CEO;
3. Proxies are permitted; and
4. Decisions shall be by consensus.

H. Authority

1. The Governance Group will have authority from member local governments to deal with funds held by AROC from members and third party contributions; except
2. The individual local government that is auspiced to deliver a program or project under third party grant funding shall ensure that the program or project is delivered and the funds are expended and acquitted in accordance with the grant agreement.

I. Meetings

1. AROC Governance Group meetings shall be convened at the time and at the place determined by the group;
2. The secretariat will prepare a program for the meeting that will consist of:
 - Matters referred by the Officers Group for consideration or decision;
 - Matters raised by individual member local governments for consideration;
 - Review of actions and progress arising from previous meetings or decisions;
 - Submissions, presentations or representations from third parties arranged by the secretariat or agreed by the Chairperson;
 - Such other matters as may be agreed by the Governance Group.
3. The meeting Program will generally be circulated one clear week prior to the Governance Group Meeting.
4. A quorum shall consist of delegates from four member local governments.

Memorandum of Understanding
Avon Regional Organisation of Councils

J. Chairperson and Deputy Chairperson

1. The Chairperson and Deputy Chairperson of the Governance Group will be elected at the first Governance Group meeting following the local government Ordinary Elections, or at such other times as may be necessary if the position is vacated;
2. The Chairperson and Deputy Chairperson must be elected members from the member local governments;
3. The Chairperson shall have a deliberate vote only and no casting vote. Unresolved matters are to be referred to the next meeting;
4. If the Chairperson is absent, whether represented by a proxy or not, the Deputy Chairperson will preside;
5. If both the Chairperson and the Deputy Chairperson are absent, whether represented by proxies or not, the group will elect a presiding member for that meeting only.

K. Secretariat

1. An individual, member local government or other corporate body may be appointed to provide secretariat support to AROC. Unless the Governance Group determines otherwise the secretariat will be provided by the local government represented by the Chairperson;
2. The Governance Group will determine an annual fee for the provision of secretariat services at the time that it adopts its annual budget.

L. Treasury

1. A member local government will be appointed to act as Treasurer to hold, manage and account for funds held on behalf of AROC;
2. The Treasurer will provide regular financial reports to the Governance Group;
3. The Governance Group may determine an annual fee for the provision of Treasury services at the time that it adopts its annual budget.

M. Annual Financial Contribution

1. Each year at its April meeting the Governance Group will determine the annual contribution for member Councils for the following financial year;
2. The annual contribution shall be identical for each member Council;
3. The annual contribution will be not less than \$5,000 and not more than \$10,000 per member local government.

Memorandum of Understanding
Avon Regional Organisation of Councils

N. Project Financial Contribution

1. AROC through the Governance Group may decide to undertake a project or projects which require additional financial contributions from member local governments;
2. Projects must involve at least two local governments, but could involve all member local governments;
3. Each project will have a separate form of agreement which will ensure that:
 - The costs of the project are equitably distributed;
 - That any additional costs or savings are equitably distributed to participating local governments; and
 - That there will be no impost on, or windfall to those member local governments that choose not to participate.

O. New AROC Members

1. The Governance Group may by unanimous agreement:
 - Allow an additional local government to become a member; or
 - Invite an additional local government to become a member.
2. Any new member will be required to buy in to the Avon Regional Organisation of Councils;
3. The buy in figure will be determined by preparing a balance sheet for AROC, and dividing the net equity position by the number of Members.

P. Withdrawal of AROC Members

1. AROC members recognise and agree that participation in AROC is a long term strategy and any decision to withdraw should be reflective of the long term nature of the commitment;
2. A retiring member must give at least one full financial year notice of an intention to withdraw;
3. At the conclusion of the notice period the departing member will be entitled to receive a payout calculated as the AROC net position not including any restricted funds, at 30 June divided by the number of members;
4. A member may withdraw at any time without notice but will be required to pay any contributions due and payable up to the end of the current financial year, but will not be entitled to any distribution of assets.

Memorandum of Understanding
Avon Regional Organisation of Councils

Q. Action Plan

1. AROC will prepare an Action Plan every two years that will identify regional priorities, planned projects and activities for the next two year period;
2. The Governance Group may at any time add or removed items from the Action Plan;
3. The Action Plan will be reviewed annually;
4. The Action Plan will form a schedule to this MOU.

Memorandum of Understanding
Avon Regional Organisation of Councils

R. Executed by the Parties

Shire of Chittering

SHIRE PRESIDENT


GORDON HENSTON
 Printed Name


 Signature

8/8/17
 Date

CHIEF EXECUTIVE OFFICER

ALAN STORIAN
 Printed Name


 Signature

8/8/2017
 Date

Shire of Dowerin

SHIRE PRESIDENT

DALE ELLIS METCALF.
 Printed Name


 Signature

7th Aug 2017
 Date

CHIEF EXECUTIVE OFFICER

ANDREA SELVEY
 Printed Name


 Signature

07/08/17
 Date

Shire of Goomalling

SHIRE PRESIDENT

BARRY JOHN HAYWOOD.
 Printed Name


 Signature

 Date

CHIEF EXECUTIVE OFFICER

CORNELIS CLEMENT KERP
 Printed Name


 Signature

7-8-2017
 Date

Memorandum of Understanding
Avon Regional Organisation of Councils

Shire of Northam

SHIRE PRESIDENT

STEVEN BRUCE POLLARD

Printed Name



Signature

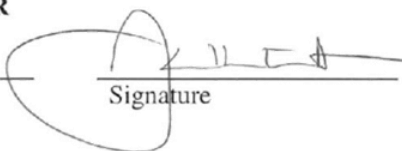
7/8/17

Date

CHIEF EXECUTIVE OFFICER

JASON WHITEAKER

Printed Name



Signature

7.8.17

Date

Shire of Toodyay

SHIRE PRESIDENT

DAVID DOU

Printed Name



Signature

7/8/17

Date

CHIEF EXECUTIVE OFFICER

STAN SCOTT

Printed Name



Signature

7/8/17

Date

Shire of Victoria Plains

SHIRE PRESIDENT

DAVID STANLEY LOVELL

Printed Name



Signature

7/8/17

Date

CHIEF EXECUTIVE OFFICER

GLINDA MARGARET TEEDE

Printed Name



Signature

7/8/17.

Date

Shire of York

SHIRE PRESIDENT

DAVID WATKINS

Printed Name



Signature

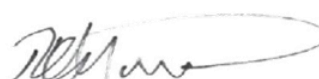
7/8/17.

Date

CHIEF EXECUTIVE OFFICER

PAUL MARTIN

Printed Name



Signature

7/8/17

Date

ACTION PLAN – Schedule 1**S. Schedule 1 – AROC Action Plan**

Schedule 1 – AROC Action Plan				
Issue	Themes	Actions	Review Date	
Health and Aged Care	Aged Care planning			
	Independent living units			
	Age Friendly communities planning			
Strategic Waste Management	Regional Planning			
	Regional strategies			
	Advocacy			
Councillor and Staff development	Training needs identification			
	Training delivery in the region			
	Regional Conference or workshop			
Regional Risk	Risk Management processes			
	Regional Risk Coordinator			
Human Resource Management	Workforce Development Planning			
	Specialised staff meetings			
	Resource sharing			
Information Technology	Build relationship with Central Regional TAFE			
	Joint strategies			

ACTION PLAN – Schedule 1

Schedule 1 – AROC Action Plan				
Issue	Themes	Actions	Review Date	
	Resource sharing Regional Support Insourcing IT support			
Economic Development	Infrastructure development			
	Infrastructure trust			
	Regional Planning			
	Engagement with WDC			
	Regional promotion			
	Strategic Road Projects			
Regional Governance	Review of governance models			
	Regional subsidiary			
	Infrastructure Trust			
Regional Airport location	Support and advocacy for Cunderdin			
Regional Recreation Strategy	Regional Cooperation			
Environmental Health Services	Resource Sharing			
	Joint Mosquito Project (3 year)			

APPENDIX 3 – Letter of Invitation – River Conservation Society



PO Box 846 York WA 6302
Web: riverconservationsociety.org
Facebook: York River Conservation Society

22nd November 2019

Mr. Allen Cooper
Acting Chief Executive Officer
Shire of York

Dear Allen,

On the 21st October a member of the River Conservation Society's committee sent an email to Councillor Denese Smythe requesting her to consider being the Shire of York's representative on the RCS committee. At the time the RCS was not aware that Denese would be elected Shire President and be subjected to the associated workload that the position entails. We do not wish to add to her workload by specifically requesting her to be the Shire's representative for our group.

The River Conservation Society would like to request that representation from among the Shire Councillors be open to all the Councillors to consider. Ideally the representative should be someone who has an interest in environmental and landcare issues within the Shire of York.

Regards

John Crook
Chairperson
River Conservation Society, York
Phone: 0429 799 450
Email: chairriverconservationyork@gmail.com



APPENDIX 4 – Letter of Invitation – York District High School Board

20/5/17

York Shire CEO, York Shire President & York Shire Councillors
Shire of York
Joaquina St
YORK WA 6302

Dear Mr Paul Martin, Cr David Wallace, Cr Denese Smyth, Cr Heather Saint, Cr Pam Heaton,
Cr Jane Ferro, Cr Trevor Randell and Cr Tricia Walters

RE: York DHS School Board Community Member Position

I am writing on behalf of the York DHS School Board seeking a representative from the Shire of York Council as a Community Member on the School Board.

As a Board, we believe that close connection between the Shire and York DHS is very beneficial to both groups in the short term and longer term. The Shire has the role of providing a range of positive services, facilities and support for its residents. Whilst the School has the role of providing a range of learning environments and programs to ensure the students have the skills to become the positive future residents of the community in which they live.

The role of the School Board is to work closely with the school to achieve the best possible outcomes for the students within the guidelines of required legislation. Currently, the school Board consists of representative of the parent body and school staff. We have a vacant position for a Community Member which we wish to fill with a representative of the York Shire Council.

Our meetings are held Monday evenings at the school; twice per term commencing at 7.30pm and concluding (at the latest), at 9pm. In previous meetings, we have discussed matters such as school policy, finances, programs, resourcing, future needs, future direction, parent/community workshops etc.

Please do not hesitate to contact me should you require any further information: 96411898 (business hours)

I look forward to your reply and thank you for your consideration of this important aspect of our community.

Regards

Brenda Treloar
Parent Representative
York DHS School Board.

APPENDIX 5 – Terms of Reference – York Health (Hospital) Advisory Group and Letter of Request

York Health Advisory Group

Purpose

The purpose of Local Health Advisory Groups is to provide a forum for:

- * ongoing communication and interaction between West Australian Country Health Services (WACHS) and community members,
- * development of workable solutions for local health service related issues.

Terms of Reference

The Local Health Advisory Group will advise and support local health service providers in an environment of co-operation, shared understanding and consensus.

It is responsible for advising the Director of Nursing/Health Service Manager and/or Primary Health Manager, District Manager, Regional Director and District Health Advisory Council on matters relating to health service quality, access, co-ordination and planning in the local setting.

Service Quality & Information

- * the health service's performance in terms of consumer care indicators, code of ethics and hospital charter of patient rights and responsibility;
- * the health service's consumer care policies and procedures;
- * consumer and community health related information developed by the health service;
- * consumer complaint follow up and associated services improvement.

Service Access, Co-ordination and Planning

- * the best and most sustainable options for improving service access locally considering the district/regional context;
- * improving service co-ordination;
- * possible new and modified services;
- * issues to be considered in service planning;
- * the development of local/district consumer satisfaction surveys;
- * activities, initiatives and projects that impact on users of the health service.

The Local Health Advisor Group will be included in relevant health service accreditation processes.

Membership

The Local Health Advisory Group membership should reflect and have the capacity to represent community and consumer diversity. Membership should be drawn from, but not limited to, consumers, local government and health related professionals and agencies.

SHIRE OF YORK	
FILE	HS.GEN.3
OFFICER	INITIALS
Allen	
or Smythe	
25 OCT 2019	
J176621	
REFERRED TO COUNCIL	
DATE	INITIALS

York Hospital Advisory Group

c/o PO Box 632,
YORK, WA, 6302

The President,
York Shire Council.

Dear Ms Smythe,

Shire Representation on Committee


Our committee, in conjunction with "Friends of the Hospital, Pioneer Lodge and Ambulance", works to support the services provided by the Hospital especially as they affect vulnerable members of the York Community.

Over the last several years we have been engaged in ensuring that compassionate, on going services coordinated by our Hospital eg Meals on Wheels, Domestic assistance, Transport to out of town specialists etc, continue and are not superseded by what we believe cannot work effectively in a small rural community where there are no other providers.

As you know, Councillor Wallace has been, long term, an active member of our Committee and has the knowledge and understanding to help us achieve our goal.

Consequently, at our meeting on 22nd October, I was asked to write to you requesting that Councillor Wallace continue as Shire Representative on our committee.

Yours truly,

 (Secretary)

25/10/2019

APPENDIX 6 – Terms of Reference – York-Merredin Road Community Reference Group

'ATTACHMENT THREE CRG TERMS OF REFERENCE

YORK-MERREDIN ROAD UPGRADE PROJECT COMMUNITY REFERENCE GROUP TERMS OF REFERENCE June 2017

We are establishing a Community Reference Group (CRG) as part of our project to upgrade the York-Merredin Road.

We are determined to improve the road environment to heighten road safety for all users and reduce the impact of road crashes on road users, understanding that:

- people do not choose to leave the road
- the penalty for leaving the road should not be death or serious injury
- safe clear zones on each side of the road will allow drivers to recover if they leave the road.

Road safety is paramount and there is a clear whole of Government directive (via the Wheatbelt Safety Review and Towards Zero Road Safety Strategy 2008-2020) to reduce the number of people killed or seriously injured in the Wheatbelt.

BACKGROUND: PROJECT NEED AND KEY ISSUES

York Merredin Road is currently used by trucks carrying long distance freight and local produce, which mix with tourists, buses, caravans and cars. The road forms part of the haulage route for grain from the eastern part of the region to Fremantle Port. Currently some sections of the York Merredin Road are less than 7 metres wide on a 9 metre pavement – therefore not meeting the minimum recommended seal width for this road of 9 metres on 11 metres (specified in Austroads Guidelines).

After considering the project scope, geography, funding sources and current traffic volumes, it has been determined that a clear zone of 6 metres to be the minimum for this project, which reduces the required clearing areas and land acquisition requirements while still achieving safety targets. Unfortunately the York Merredin Road does not comply with this as some objects are only 0.25 metres from the road edge.

Crashes in the Wheatbelt Region over the five years from 2011-2015 is higher than other areas in the state, with 144 people killed (43% involved roadside vegetation) and 836 people hospitalised.

The key objective of this project is to reduce the risk of vehicle crashes that result in Killed or Seriously Injured (KSI) by widening the road.

STAKEHOLDER ENGAGEMENT

We have consulted with landowners, local government and the Wildflower Society in recent times, and have identified the need to further engage with all stakeholders to ensure that regular and ongoing two-way communication activities provide relevant information and feedback about the project.

As part of the consultation program, we are calling for nominations from local residents, business representatives and other key stakeholders to join a Community Reference Group. This group will be formed to ensure the immediate communities are able to have representative input into the project. The CRG will not be a decision making body, but will be involved in identifying key issues that may influence the final design.

York-Merredin CRG Workshop #1

The group may include:

- 1 x Department of Parks and Wildlife
- 2 x Shire representatives (technical officer and ward councillor) from the Shire of York, Shire of Beverley and Shire of Quairading
- 1 x Avon Branch of Wildflower Society (Cheryl Warburton?)
- 1x Care for Avon Environment
- 1 x Avon Valley Environmental Society (part of Conservation Council of WA)
- 1 x Landcare (TBA)
- 1 x Progress Association (York, Quairading, Beverley, Greenhills? - each town as required)
- 1 x police from York, Beverley and Quairading
- 1 x volunteer ambulance from York, Beverley and Quairading (possibly York Sub Centre)
- Resident/landowner representatives
- Business representative/s (including heavy vehicles)
- Other community members

The first CRG meeting will be held in July 2017. Participation in the CRG will be voluntary and meetings will be held locally on a weeknight. A meeting date and time will be confirmed once participants are finalised.

TERMS OF REFERENCE

The CRG essentially provides a forum to facilitate and improve communication between the community, stakeholders and Main Roads. The CRG will be a community sounding board and will be formed to:

- Assist in identifying, discussing and providing advice on community issues associated with the project.
- Receive information from Main Roads to share with the community.
- Provide representative community and stakeholder input into some project design details.
- Advise of any additional ways to communicate with local residents.
- Working collaboratively to consider ideas and suggestions with open assessment, discussion and implementation where agreed.

CRITERIA FOR SELECTION OF MEMBERS

Representatives will be selected based on their capacity to demonstrate the following criteria which will need to be addressed in writing (email, fax or post) in your reply (note: brief responses are welcome):

- Can represent communities or stakeholders along/using the alignment.
- Must understand local issues and be able to represent the interests of others in the same areas (not just individual residents).
- Understand and have the capacity to voice the issues, concerns and views of community members or be able to represent a ratepayer, progress or community association, or environmental group (and be able to report back to the stakeholder group).
- Be available for all meetings, including visits to specific sites, or nominate a proxy prior to the meeting date.
- Acceptance of the CRG role and associated tasks.

York-Merredin CRG Workshop #1

- Access to email and internet for contact and correspondence.

MANAGEMENT

- CRG meetings will be facilitated by an independent facilitator appointed by Main Roads who will prepare meeting summary reports for circulation following each meeting.
- CRG members will be asked not to speak on behalf of the group without its prior written consent. This consent can only be given at a meeting of the CRG.
- Meetings are expected to last around two hours and will be held after normal working hours (unless the group agrees to meet during work hours). The number of meetings required will be determined according to project timelines and achievements.

CODE OF CONDUCT

All members of the CRG agree to the following standards of behaviour and rules: respecting and being courteous to others and their opinions; letting people have their say; accepting and embracing differences; resolving issues and differences before leaving meetings or advising the facilitator of issues and concerns; maintaining confidentiality as required; publicly supporting positions taken by the group; no political or vested interests.



Australian Government

Australian Citizenship Ceremonies Code



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Media and Engagement Branch
Department of Home Affairs
PO Box 25
BELCONNEN ACT 2616

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PART 1

Australian Citizenship Ceremonies Code

The Australian Citizenship Ceremonies Code (the Code) follows the *Australian Citizenship Act 2007* (the Citizenship Act) and sets out the legal and other requirements for conducting citizenship ceremonies as well as the roles and responsibilities for those involved in citizenship ceremonies.

The Code provides guidance to organisations to help plan and conduct citizenship ceremonies.

The Code is structured in four parts, providing relevant responsibilities and advice for before, during and after the ceremony. This is prefaced with a quick guide, outlining the key ceremony information and background.

The resources in the Code are reviewed regularly to ensure that information is up to date. This version of the Code was published in August 2019.

Legal requirements

There are three legal requirements under the Citizenship Act that must be strictly adhered to when conducting citizenship ceremonies:

1. an authorised presiding officer
2. reading the preamble
3. the pledge of commitment

Authorised presiding officer

It is a legal requirement that the presiding officer is authorised by the Australian Government minister responsible for citizenship matters. Authorisation is given to Australian citizens only and is specific to a position or person. Further information on the role of the presiding officer is at page 12.

Reading the preamble

It is a legal requirement that the presiding officer must read aloud to the conferees the preamble for citizenship ceremonies (found at Schedule 1 of the *Australian Citizenship Regulation 2016*).

The pledge of commitment

It is a legal requirement that most conferees 16 years of age and over (at the time of application) make the pledge aloud before an authorised presiding officer.

The presiding officer generally reads the pledge aloud line by line for the conferees to repeat. This is referred to as 'administering' the pledge.

Further information on the pledge of commitment is at page 10.

The importance of Australian citizenship

Australian citizenship is an important common bond for all Australians, whether Australians by birth or by choice, and lies at the heart of a unified, cohesive and inclusive Australia.

It is a unique symbol of formally identifying with Australia, acknowledging responsibilities and conferring significant privileges that allow people to participate fully in the community.

Responsibilities

As an Australian citizen you must:

- obey the laws and fulfil your duties as an Australian citizen
- vote in federal and state or territory government elections, and in a referendum
- serve on a jury if called to do so
- defend Australia should the need arise.

Privileges

As an Australian citizen you have the right to:

- vote in federal, state or territory, and local government elections, and in a referendum
- apply for work in the Australian Public Service or in the Australian Defence Force
- seek election to parliament
- apply for an Australian passport
- receive help from Australian officials while overseas
- register children born to you overseas, after you become an Australian citizen, as Australian citizens by descent.

What is a citizenship ceremony?

The final legal step in the acquisition of Australian citizenship, for most people, is to make the pledge of commitment at an Australian citizenship ceremony.

At the citizenship ceremony, conferees pledge that they share Australia's democratic beliefs and respect the rights and liberties of the people of Australia.

Our democratic beliefs:

- parliamentary democracy
- the rule of law
- living peacefully
- respect for all individuals regardless of background
- compassion for those in need.

Our freedoms:

- freedom of thought, speech and expression
- freedom of association
- freedom of religion and secular government.

Our equality standing:

- equality before the law
- equality of genders
- equality of opportunity.

Citizenship ceremonies are public, ceremonial occasions, which fulfil legal requirements prescribed by the Citizenship Act and the *Australian Citizenship Regulation 2016*.

Citizenship ceremonies also provide an important opportunity to formally welcome new citizens as full members of the Australian community. Since the early 1950s, local government councils have conducted the majority of citizenship ceremonies on behalf of the Department responsible for citizenship. Local government councils are well placed for this welcoming role as the arm of government closest to new citizens and the communities to which they belong.

Representatives of all three levels of government (federal, state or territory and local), community leaders, Aboriginal and Torres Strait Islander leaders, and guests of the conferees are invited to attend.

After the conferral, citizenship ceremonies often include the Australian Citizenship Affirmation, giving everyone present an opportunity to publicly affirm their loyalty to Australia in a similar way to the new citizens.



The nature of the ceremony

To reflect the significance of the occasion, citizenship ceremonies should be formal and meaningful occasions conducted with dignity, respect and ceremony. They should be designed to impress upon conferees the responsibilities and privileges of Australian citizenship.

They should warmly welcome new citizens as full members of the community. Conferees are the most important people at the ceremony and the focus of attention should be on them.

Citizenship ceremonies must be non-commercial, apolitical, bipartisan and secular. They must not be used as forums for political, partisan or religious expression, for the distribution of political material or the sale of souvenirs.

As conferees come from diverse cultures, it is important to be aware and respectful of cultural differences.

What is the pledge of commitment?

The pledge of commitment made by conferees under Section 32AB of the Citizenship Act is the last step in becoming Australian citizens. It is a legal requirement for most conferees to make the pledge.

The pledge allows conferees to publicly state their loyalty to Australia and its values.

Conferees can choose between two versions of the pledge; one that refers to God and one that does not.

Pledge 1

From this time forward, under God,
I pledge my loyalty to Australia and its people,
whose democratic beliefs I share,
whose rights and liberties I respect, and
whose laws I will uphold and obey.

Pledge 2

From this time forward,
I pledge my loyalty to Australia and its people,
whose democratic beliefs I share,
whose rights and liberties I respect, and
whose laws I will uphold and obey.

Roles and responsibilities

This section outlines the roles and responsibilities for those involved in Australian citizenship ceremonies.

Minister

The Australian Government Minister(s) responsible for citizenship matters has precedence to preside at any ceremony they choose to attend. The Minister is provided a report on ceremonies occurring nationally and does not require individual event invitations from organisers.

When attending a ceremony, the Minister should be invited to speak immediately after the opening address and Welcome to Country/Acknowledgement of Country, before any other official speeches.

Where the Minister is not attending, the local Federal Member of Parliament (MP) or Senator should read the Minister's message (regardless of political party). Where both the MP and Senator are in attendance, precedence goes to the MP. When no Federal representative is present, the presiding officer should read the Minister's message.

A copy of the Minister's message is available on the Department of Home Affairs website.

The Department of Home Affairs

The Department of Home Affairs manages the citizenship program including the policy around Australian citizenship ceremonies, and the list of conferees who have been approved for citizenship and are ready to attend a ceremony.

Generally, officers of the Department of Home Affairs will:

- liaise with local government councils or other community organisations undertaking ceremonies to ensure organisers are aware of, and abide by, the requirements set out in the Australian Citizenship Ceremonies Code
- provide advice on the authorised officer
- provide regular reports to councils on the number of people waiting for a ceremony in their local government area
- work with organisers to ensure that ceremonies are held regularly to facilitate timely conferral of prospective citizens
- ensure that pledge verification lists (PVL) are provided to ceremony organisers in a timely manner
- distribute citizenship certificates to the councils prior to the ceremony and ensure any unused certificates are returned to the Department of Home Affairs
- ensure citizenship certificates are treated as accountable documents and stored correctly
- provide advice and assistance on ceremonies for council staff.

Attendance by departmental staff to assist with the conduct of ceremonies may occur at the discretion of the Department of Home Affairs.

Where arrangements have been made for departmental officers to assist at a ceremony, this may include:

- assisting with registration and verification of the identity of candidates on arrival
- ensuring the legal and other requirements of the Code are adhered to, and/or
- assisting with enquiries and other issues as they arise.

The Department of Home Affairs may also provide assistance such as sending invitation letters to conferees and, if required, providing a presiding officer for ceremonies.

Presiding officer

The presiding officer has the lead role in a citizenship ceremony. Their legal responsibilities involve:

- reading out the *Preamble for citizenship ceremonies* (Schedule 1 of the [Australian Citizenship Regulation 2016](#))
- administering the pledge.

Additionally, the presiding officer:

- reads the Minister's message in the Minister's absence where no Federal parliamentary representative is present
- signs the pledge verification list immediately at the completion of the citizenship ceremony after ensuring that it is accurate and any conferees who have attempted to present fraudulent identification documents or no identification have been immediately referred to the Department of Home Affairs.

It is a legal requirement that the presiding officer is authorised by the Australian Government Minister responsible for citizenship matters. Authorisation is given to Australian citizens only and is specific to a position or person. These are outlined in the [Instrument of Authorisation](#).

It is possible to apply for one-off authorisation to preside at a citizenship ceremony by writing to the Minister.

Presiding officers have no power to appoint a proxy. However, a person may perform the duties of the presiding officer when they are acting in place of an authorised person for a period of time.

To avoid the appearance of conflict of interest, presiding officers must not confer Australian citizenship on family members or close friends. Contact the Department of Home Affairs to manage potential conflict of interest matters in public ceremonies.

Official guests

The presence of official guests serves to introduce new citizens to Australia's three-tiered, democratic system of government, as well as to formally welcome them into the local community.

As well as the Minister, organisers should also invite all elected officials of the locality, at all levels of government, including:


- Local Federal MP and a Senator (of a different political party)
- Local state or territory MP
- A local government representative.

Invitations are to be extended to elected representatives. Invited elected representatives cannot send a delegate to act in an official capacity on their behalf. Delegates may attend in a private capacity. There will not be an opportunity for delegates to speak, nor will VIP seating be provided.

While an MP or Senator cannot be prevented from asking an individual to attend on their behalf, the nominated person should not be included in the official guest party and under no circumstances should that person be invited to speak.

Candidates for election, who currently do not hold elected office, may attend the ceremony in a private capacity, however they should not receive an official invitation and should not be included as an official guest.

It is particularly important that the above guidelines are adhered to in the period leading up to an election. The emphasis remains on elected representatives welcoming new citizens to the local community.



Official guests can also include:

- community leaders
- representatives of community organisations
- Aboriginal and Torres Strait Islander elders or leaders.

Federal Members of Parliament

Ceremony hosts are required to invite all elected officials of the locality, at all levels of government. This is to allow local representatives to introduce themselves and welcome new citizens as full members of the community. Where there are multiple MPs across local government boundaries, organisers should work with the MPs to arrange a rotation of responsibility.

Where a Federal MP or Senator attends a ceremony, they should read the Minister's message. MPs and Senators are reminded that, if invited to speak by the ceremony hosts, it must be in accordance with the nature of citizenship ceremonies which are apolitical, bipartisan and secular. For this reason, material which could be perceived to be political, commercial or religious must not be distributed.

All Federal MPs and Senators have standing authorisation to preside at Australian citizenship ceremonies. This allows ceremony hosts to approach their local MP or Senator if they wish to hold a ceremony and require a presiding officer. This usually happens on nationally significant days such as Australia Day and Australian Citizenship Day. MPs and Senators should not assume that an invitation to attend a ceremony is an invitation to preside. This will be specified in the invitation.

MPs and Senators make occasional requests to conduct citizenship ceremonies that may be accommodated on an exceptional basis. The Department of Home Affairs can provide advice regarding all aspects and requirements of a ceremony.

It is important that MPs and Senators do not seek to fulfil ceremony requests from constituents as the Department of Home Affairs manages ceremony attendance to ensure fair and equal treatment for all conferees. Additionally, to avoid the appearance of conflict of interest, citizenship should not be conferred on family members, close friends or members of staff at private ceremonies.

State and Territory Members of Parliament

If invited to a ceremony as an official guest, the same guidelines apply to State and Territory MPs as for Federal representatives. However, state and territory parliamentarians do not have standing authorisation to preside at citizenship ceremonies.

If invited to preside at a ceremony, requests may be made in writing to the Minister for one-off authorisation on each occasion they wish to preside. State and territory parliamentarians should include a signed letter of agreement with their request, indicating they will abide by the requirements for the conduct of citizenship ceremonies set out in the Code. A copy of this letter can be provided by the Department of Home Affairs.

Mayors

Mayors play an important role in formally welcoming our nation's newest citizens into the Australian community by hosting the majority of Australian citizenship ceremonies. It is usual for them to fulfil the role of presiding officer. Unless specifically excluded, mayors have standing authorisation to preside.

Other positions authorised to preside over citizenship ceremonies are detailed in the [Instrument of Authorisation](#).

Organisers

Organisers are usually staff from local government councils or other approved organisations whose role it is to organise the ceremony. An organiser is responsible for ensuring a citizenship ceremony is conducted in accordance with the Code.

Most citizenship ceremonies are conducted by local government councils. Community organisations may also conduct citizenship ceremonies, particularly on significant national days such as Australia Day or Australian Citizenship Day.

Community organisations that wish to conduct a citizenship ceremony should approach their local office of the Department of Home Affairs to discuss the possibility of hosting such a ceremony and securing a presiding officer. Community organisations may be asked to sign an agreement with the Department of Home Affairs on how ceremonies are to be conducted.

Responsibilities for organisers are to:

- ensure that ceremonies are conducted in accordance with the Australian Citizenship Ceremonies Code
- provide advice to those who have a role in the ceremony
- ensure that the ceremony is conducted in a meaningful, dignified, orderly and memorable way with proceedings designed to impress upon candidates the significance of the occasion
- ensure all candidates are informed about appropriate protocols for the citizenship ceremony
- include a Welcome to Country/Acknowledgement of Country in the proceedings
- conduct identity verification of conferees.

Generally an officer of the Department of Home Affairs will attend ceremonies conducted by community organisations to assist with the ceremony.

Checklists are available for organisers for [Before the ceremony](#), [At the ceremony](#) and [After the ceremony](#).

Conferees

A conferee is a person who has made an application for Australian citizenship which has been approved and whose details have been provided by the Department of Home Affairs to an organiser for attendance at a ceremony. The final legal step for the applicant to acquire citizenship is to make the Australian citizenship pledge of commitment before the presiding officer at the citizenship ceremony.



Australian Electoral Commission

All organisations conducting citizenship ceremonies should notify the Australian Electoral Commission (the AEC) of forthcoming citizenship ceremonies to facilitate electoral enrolment of new citizens. Wherever possible, staff from AEC will attend ceremonies to assist the electoral enrolment process and to collect completed enrolment forms. See page 42 for further information about electoral enrolments.

If AEC representatives are not in attendance, conferees should be reminded to complete the AEC form and return it to the AEC according to information on the form, at their earliest convenience.

Organisers may choose to collect the forms at the ceremony and send to the AEC as a group.

[Contact the AEC.](#)

Guests of conferees

Guests may include invited friends and relatives of the conferee. The number of guests may be limited according to the practicalities of organising a ceremony, for example, size of the venue, and should be outlined in the invitation to the ceremony.

Citizenship ceremonies during election periods

At the Federal level, the caretaker period begins at the time the House of Representatives is dissolved and continues until the election result is clear or, if there is a change of government, until the new government is appointed.

Ceremonies can continue as usual during the caretaker period. Election periods should not cause unnecessary delays in conferees attending their ceremonies.

Citizenship ceremonies are apolitical and must not be used for political or partisan expression or for the distribution of political or election material.

Local council elections

Citizenship ceremonies should not be held by local government councils after the election date until the results of the election become known.

State and Federal elections

MPs should not be invited to ceremonies held after the election date until the results of the election are known.

An MP's status does not depend on the meeting of the parliament, nor on the MP taking their seat or making the oath or affirmation of allegiance before the Governor-General. An MP is technically regarded as an MP from the day of election—that is, when they are, in the words of the Constitution, 'chosen by the people'. A new MP is entitled to use the title MP once this status is officially confirmed by the declaration of the poll.

Candidates for election should not be included as part of the official party. The emphasis remains on elected representatives welcoming new citizens to the local community.

Federal elections

The Minister's message can be read at ceremonies after the election date until it has been announced that there is a new minister. If there is a new minister, the new Minister's message will be provided.

Citizenship certificates with the incumbent Minister's signature can be issued up until a new minister is sworn in.

In the event there is a change of minister, there will be a period of time where certificates are not available. Once printing of certificates resumes, the Department of Home Affairs will commence distribution. Conferees who attended their ceremonies during this period will receive their certificate by registered mail.

In the event that official citizenship certificates cannot be provided on the day of ceremony, councils have the option of giving the client a commemorative citizenship certificate at the ceremony. The commemorative certificate has no legal standing but is purely for marking the occasion. This should be made clear at the ceremony.

Commemorative citizenship certificates can be ordered through the Department of Home Affairs website by using the order form.



Overseas Australian citizenship ceremonies

All applicants are expected, as far as possible, to attend a citizenship ceremony in Australia. In limited circumstances, however, it may be possible to attend a ceremony at an agreed departmental post overseas. An application must be made to the Department of Home Affairs for consideration.

Organisers must ensure that the person who is to preside at the ceremony is listed in the Instrument of Authorisation, or request a one-off authorisation for the ceremony. Written requests for authorisation should be sent to the Minister.

Contact the Department of Home Affairs

For all enquiries relating to Australian citizenship ceremonies, your first point of contact should be to email the departmental team for the relevant state or territory.

Enquiries from applicants relating to their citizenship application, including their ceremony, should be referred to the Department of Home Affairs website.

Glossary

- **The Citizenship Act:** *The Australian Citizenship Act 2007* is the legal basis for all citizenship provisions.
- **Administrative officer:** A local government official or other person who assists the presiding officer in arranging and conducting citizenship ceremonies.
- **Australian Citizenship Affirmation:** The Australian Citizenship Affirmation offers an opportunity to those who wish to express their pride in being an Australian citizen and affirm their loyalty and commitment to Australia and its people.
- **Australian citizenship ceremony:** Fulfills the legal requirements prescribed by the *Australian Citizenship Act 2007* and the *Australian Citizenship Regulation 2016* that a person must make a pledge of commitment to become an Australian citizen.
- **Australian citizenship certificate:** Evidentiary notice given to a person stating that the person is an Australian citizen at a particular time.
- **Commemorative certificate:** A memento given to conferees when the official citizenship certificate is not available for the ceremony. The commemorative certificate has no legal status and cannot be used as evidence of Australian citizenship. Commemorative certificates can be ordered free of charge from the Department of Home Affairs.
- **Community organisation:** An organisation that is not-for-profit, whose activities are intended to benefit its members and the wider Australian community. Examples include Lions and Rotary Clubs, Scouts and Guides Associations and Surf Life Saving Associations.
- **Conferee:** A person who has applied for Australian citizenship by conferral whose final step to becoming a citizen is to attend a ceremony.
- **The Department of Home Affairs:** Australian Government department responsible for citizenship matters.
- **Minister:** Australian Government minister responsible for citizenship matters.
- **Non-attendee:** A conferee who has been invited to a particular ceremony but did not attend the ceremony to make the pledge of commitment.
- **Presiding officer:** A person who has been approved in writing by the Australian Government minister responsible for citizenship matters to confer Australian citizenship.
- **Pledge:** Most people are required to make the pledge of commitment at a citizenship ceremony. In doing so they are making a public commitment to Australia and accepting the responsibilities and privileges of citizenship.
- **PVL – Pledge verification list:** This is provided by the Department of Home Affairs to ceremony hosts and lists the details of people who are to attend a particular ceremony, their Australian citizenship certificate numbers, whether they are part of a family group and their pledge preference.
- **The Regulation:** The *Australian Citizenship Regulation 2016* is the subordinate legislation that sets out detailed requirements for some matters as provided for by the Citizenship Act.

PART 2

Before the ceremony

Scheduling ceremonies

In keeping with government policy that ceremonies be held at regular intervals, most local government councils should arrange for ceremonies to be held at least every two to three months, regardless of the number of conferees available to attend, and more frequently if necessary. There is no maximum or minimum number of conferees prescribed for citizenship ceremonies.

Local government councils must provide their local office of the Department of Home Affairs with a schedule of their planned ceremony dates. This allows for the Department of Home Affairs to allocate conferees to particular ceremonies. In localities which confer more than 100 conferees per year the council should provide the ceremony schedule for the calendar year. Any changes to the schedule should be advised to the Department of Home Affairs as soon as possible.

Councils may schedule extra ceremonies throughout the year, in liaison with the Department of Home Affairs, if the numbers of people waiting to attend a ceremony have increased.

Community organisations holding approved/special ceremonies must give their local office of the Department of Home Affairs at least three months' notice before the proposed date of the ceremony. Community organisations should also work in partnership with local government councils to ensure a coordinated approach.

Community organisations should consider the availability of authorised presiding officers such as the local Federal MP or mayor when scheduling citizenship ceremonies.

Events

The Government expects ceremony organisers to schedule citizenship ceremonies on days of significance, for example in the context of annual celebrations to mark Australia Day (26 January) and Australian Citizenship Day (17 September).

Organisations may also wish to hold citizenship ceremonies in conjunction with other community events or activities, such as Harmony Day or Refugee Week. Citizenship ceremonies may, for example, be incorporated into annual festivals or activities of community service organisations however these ceremonies must remain non-commercial, apolitical, bipartisan and secular.

It is important that ceremonies remain apolitical and that special event ceremonies not be used to promote a political or ideological agenda.

Australia Day—26 January

Australia Day provides an opportunity for all Australians to celebrate our national day. Australia Day is marked by events across Australia, including special citizenship ceremonies.

Local government councils must hold a citizenship ceremony on 26 January as part of their Australia Day celebrations. Councils that conferred citizenship on less than 20 people in the previous year are exempt from this requirement.

More information about Australia Day celebrations can be found at australiaday.org.au.

Australian Citizenship Day—17 September

Introduced in 2001, Australian Citizenship Day is a day for everyone in the community to reflect on and celebrate the meaning and importance of Australian citizenship and the role Australian citizens have played in shaping our nation.

It is an opportunity for all Australians, by birth or by pledge, to reflect on the common bond of citizenship in our diverse society. It is an opportunity to celebrate our democratic values, equality and respect for each other, and think about what unites us as Australians.

Local government councils should hold a citizenship ceremony on or around 17 September. Australian Citizenship Day is celebrated with special citizenship ceremonies, affirmations and other events around Australia.

Local government councils, community organisations, schools and others in the community are encouraged to participate in Australian Citizenship Day.

For ideas on events and activities for celebrating Australian Citizenship Day visit the Department of Home Affairs website.

Note: Australian Citizenship Day is an exception to the expectation that citizenship ceremonies be held outside of parliamentary sitting days, as 17 September generally falls on a federal sitting day.



Parliamentary sitting days

It is important and appropriate that elected representatives have the opportunity to welcome new citizens as formal members of the Australian community.

When scheduling citizenship ceremonies organisers should:

- not schedule ceremonies on federal, or the relevant state or territory sitting days, unless impracticable
- engage with relevant federal and state or territory elected members to ascertain availability
- provide the schedule of ceremony dates to the offices of elected representatives along with the Department of Home Affairs.

Where a citizenship ceremony is scheduled on the same day as a local government council meeting, the citizenship ceremony may proceed but must be conducted with due ceremony and importance.

A sitting calendar for Federal parliamentary sittings can be obtained from the [Australian Parliament House website](#). The next parliamentary sitting calendar is generally released in the late months of the year.

Planning report

The Department of Home Affairs will provide local government councils with a list of approved conferees, referred to as the planning report, who are waiting to attend a citizenship ceremony in their local area approximately four weeks before the scheduled date. Councils must use this list as the basis for planning the ceremony.

This list should not be provided to any official guests before the ceremony.

If a person approaches the council or other authorised presiding officer for a private ceremony, or inclusion in a planned public ceremony, refer the person to the Department of Home Affairs. Do not include additional people in the ceremony unless advised to do so by the Department of Home Affairs. Until a person has attended a ceremony, the Department of Home Affairs may still be assessing the person's application.

If the council sends an invitation to conferees, they should advise conferees of the date of the ceremony for which they are scheduled as soon as possible when they receive the planning report. The Department of Home Affairs will assist community organisations in inviting conferees.

Rescheduling ceremonies

Conferee request

A conferee who wishes to change the date of their allocated ceremony must contact the Department of Home Affairs. If a conferee approaches the council, organisers may refer the person to the Department of Home Affairs.

Council request

The council must contact the Department of Home Affairs at the earliest possible opportunity if a ceremony is to be rescheduled. Rescheduling a ceremony may affect Australian citizenship certificates, the pledge verification list and invited conferees.

Special purpose ceremonies

The majority of citizenship ceremonies are public occasions and conferees are encouraged to participate in a public citizenship ceremony wherever possible.

Special purpose ceremonies, or private ceremonies, may only be arranged in exceptional circumstances, for example, where a conferee has a significant disability preventing them from attending a public ceremony, or where the Department of Home Affairs has asked the organiser to provide urgent conferral for an applicant.

All special purpose ceremony requests are to be referred to the Department of Home Affairs for assessment.

Organising the ceremony

Venue

Citizenship ceremonies are significant occasions and care should be taken to ensure that the venue reflects the importance of the occasion.

In choosing a location for the ceremony, the council or organisation conducting the citizenship ceremony should ensure they undertake the necessary event planning and/or a risk assessment in line with their policies and procedures. Consideration should be given to accessibility such as ramps or elevators.

It is important to select a venue that is appropriate to the size of the ceremony. In the case of local government councils, the most suitable venue may be the town hall or council chambers. Many community organisations also have appropriate sized function rooms on their premises. If this is not the case, an appropriate venue could be hired for the occasion.

Citizenship ceremonies may be held outdoors, for example, in a park or in the same locality as a relevant community event (should there be no security concerns). An alternative venue in case of inclement weather should be considered. Organisers should also ensure an outdoor venue is conducive to conferees being present throughout the ceremony to make the pledge and receive their Australian citizenship certificate.

As citizenship ceremonies are apolitical and secular, they should not be held in a place of worship or in a venue which has political affiliation. A community hall adjacent to a place of worship is acceptable where there are no religious symbols in view.

It is not appropriate for a citizenship ceremony to be held at a venue for the purpose of promoting a commercial enterprise. Consideration should be given to avoid exposing conferees and guests to potentially inappropriate areas such as drinking and gaming areas. Conferees should not have to pay entry in order to attend the ceremony.

Products

Free products and pledge cards which can be used at the ceremony may be ordered from the Department of Home Affairs website using the order form.



Symbols

Citizenship ceremonies are conducted under the authority of the Australian Government Minister responsible for citizenship matters. In keeping with other Commonwealth official occasions, the following national symbols should be present in a citizenship ceremony:

- the Australian national flag
- the Aboriginal and Torres Strait Islander flags
- the Commonwealth Coat of Arms
- an official portrait or photograph of The Queen of Australia, Her Majesty Queen Elizabeth II
- the Australian national anthem (*Advance Australia Fair*) should be played.

These national symbols and the Australian national anthem are available free of charge through the local Federal MP under the Constituents Request Program.

Further guidance on displaying national symbols and [flag protocols](#) is available on the Department of Prime Minister and Cabinet website at [Information on Australian Flags and Symbols](#).

Portrait of the Queen

The portrait should be placed behind the presiding officer or in another prominent position at the same level and to the left (when facing) of the Commonwealth Coat of Arms.

Commonwealth Coat of Arms

The Commonwealth Coat of Arms is to be displayed. The Commonwealth Coat of Arms is the formal symbol of the Commonwealth of Australia that signifies Commonwealth authority and ownership.

The Australian national flag

The Australian national flag is to be displayed in one of the following ways:

- Flat against a surface, whether horizontally or vertically, with the top left (first) quarter placed uppermost on the observers' left as viewed from the front
- On a staff, with the top left quarter placed in the position nearest the top of the staff. When carried, the flag should be aloft and free
- On a flag rope (halyard) with the top left quarter placed uppermost, raised as close as possible to the top and the flag rope tight.

Other Australian flags

Aboriginal and Torres Strait Islander flags should also be displayed at citizenship ceremonies. State flags or local government flags may also be displayed.

The Australian national flag should always have precedence over all flags.

Australian national anthem

The Australian national anthem (*Advance Australia Fair*) should be played at the ceremony. This may be played as a live performance or a recording, and it is at the discretion of organisers whether only the first verse or both verses are played though verse two is appropriate to new citizens. All attendees at the ceremony should be invited to join in singing the Australian national anthem. The words of the Australian national anthem should be provided to all attendees.

Dress Code

The attire of attendees at Citizenship Ceremonies should reflect the significance of the occasion.

A Dress Code is to be set by individual councils.

Councils must provide a current copy of their Dress Code to the Department of Home Affairs.

Seating plan

Prior to the ceremony, the Department of Home Affairs will provide a Ceremony Planning Report which lists the people waiting to attend a ceremony. This report has a Linking Group section which can be used to identify groups or families who are having Australian citizenship conferred upon them and who wish to attend the same ceremony. This can be used to arrange seating so that the conferees remain with their group/family.

The PVL also provides the group detail to aid seating arrangements.

Gifts and entertainment

In addition to observing the legal requirements and important elements of the ceremony, those conducting citizenship ceremonies may wish to consider incorporating other features which would significantly enhance the occasion.

The provision of gifts, entertainment and refreshments is entirely voluntary and at the discretion of organisations conducting ceremonies.

Gifts

Local government councils and community organisations conducting citizenship ceremonies may choose to present gifts to new citizens to mark the acquisition of Australian citizenship.

Any gifts are to be appropriate to the occasion and cannot be of a political, commercial or religious nature. Examples of appropriate gifts include:

- a native plant that could grow well in the local area (consider size)
- a genuine item reflecting Aboriginal and Torres Strait Islander cultures
- a book about the local region
- a commemorative coin or pin
- a free copy of a professional photograph of the occasion.

Additionally, information could be provided to conferees on local community services including volunteering opportunities and multicultural services.

Entertainment

Entertainment befitting the occasion may be incorporated into a ceremony.

If music is being played organisers should ensure that the appropriate music licence is obtained by contacting [APRA AMCOS](#) (Australasian Performing Right Association Limited Australasian and Mechanical Copyright Owners Society Limited).

Catering

Citizenship ceremonies may be followed by a social gathering that includes refreshments. The gathering provides an opportunity for officials and new citizens to become acquainted and enhances the welcoming atmosphere of the occasion.

The form of the gathering and the choice of refreshments are matters for local government councils and community organisations conducting citizenship ceremonies.

In making these arrangements, it is important to take into account any special dietary or religious requirements which people may have.

Incorporating Aboriginal and Torres Strait Islander elements

There is great value in incorporating appropriate Aboriginal and Torres Strait Islander elements into citizenship ceremonies and the Department of Home Affairs encourages all organisations conducting citizenship ceremonies to do so.

Incorporating Aboriginal and Torres Strait Islander elements into citizenship ceremonies enhances awareness and understanding by new citizens, as well as the wider community, of their histories and cultures and their status as the First Australians and traditional custodians of the land.

The presiding officer or other appropriate person should publicly acknowledge the Traditional Owners of the land where the citizenship ceremony is taking place. An example of an acknowledgment could be as follows:

General

I'd like to begin by acknowledging the traditional owners of the land on which we meet today.
I would also like to pay my respects to Elders past, present and emerging.

Specific

I'd like to begin by acknowledging the traditional owners of the land on which we meet today,
the [people] of the [nation] and pay my respects to Elders past, present and emerging.

The following are a range of ideas for incorporating Aboriginal and Torres Strait Islander elements into or within citizenship ceremonies:

- Invite a local Aboriginal or Torres Strait Islander leader or leaders to Acknowledge Country and/or perform a Welcome to Country ceremony
- Invite members of local Aboriginal and Torres Strait Islander communities to perform other traditional ceremonies, for example a smoking ceremony
- Invite Aboriginal and Torres Strait Islander artists to perform or a local leader or personality to address the citizenship ceremony.

Incorporating Aboriginal or Torres Strait Islander cultural considerations into a citizenship ceremony should be done in consultation with representatives of the local traditional peoples.

Further information is available at the [Reconciliation Australia website](#).

Invitations

Only approved conferees as advised by the Department of Home Affairs may be invited to take the pledge at a ceremony. Conferees are invited to attend their ceremony by letter. Depending on local arrangements, invitation letters are sent to conferees either by the local government council or by an office of the Department of Home Affairs. For ceremonies conducted by community organisations, the Department of Home Affairs will generally send out invitations.

Invitation letters to conferees from the Department of Home Affairs include the following advice:

- Date, time and venue for the ceremony and expected arrival time
- Conferees 16 years of age and over should bring photographic identification to the ceremony such as driver license or passport, and letter of invitation
- Children under 16 years are not required to make a pledge of commitment or attend a ceremony although they are welcome and encouraged to do so if they wish
- Conferees who wish to make the pledge of commitment on a holy book or scripture of their choice should bring it to the ceremony.

Organisers may wish to add the following information as appropriate:

- Process for RSVPs (if relevant)
- Dress Code (attendee attire should reflect the significance of the occasion and venue, including national or cultural dress)
- A voluntary Australian Citizenship Affirmation (if included in the program) will take place after the citizenship ceremony
- Any special arrangements concerning seating and the taking of photographs or video during the ceremony
- The number of relatives and friends each conferee may invite to attend the ceremony and subsequent social gathering
- Conferees may be asked to sign a form giving their consent for photographs, video or film taken during the ceremony to be used for future citizenship promotional purposes
- Advice on venue accessibility or parking.

Additionally, information for conferees about attending ceremonies is available on the [Department of Home Affairs website](#).



Children

Children under 16 years of age

Children under the age of 16 years are not required to make the pledge of commitment or attend a citizenship ceremony although they are welcome and encouraged to do so with their parent(s) if they wish. Children who were under 16 on application, but have since turned 16 are not required to make the pledge. Children do not have to present identification at citizenship ceremonies.

Australia has a welcoming and inclusive citizenship policy. Encouraging dependents to attend the citizenship ceremony is in keeping with this policy. It is also important for children, particularly older children, to witness the occasion as part of their introduction to, and understanding of, civic life in Australia.

Children aged 16 years or over

Most children aged 16 years or over must make the pledge of commitment and provide identity documents at the ceremony.

Pledge verification list

The PVL is provided by the Department of Home Affairs to ceremony hosts and lists the people who are to attend a particular ceremony, their pledge preferences, Australian citizenship certificate numbers and groups who wish to sit together (e.g. families).

The signed PVL must be returned to the Department of Home Affairs immediately after the ceremony so the conferee's record can be updated to reflect their Australian citizenship. The PVL may be scanned and sent digitally, but any hard copies may be returned along with unused certificates.

Media, photos and consent forms

Media

Every effort should be made by organisers to publicise forthcoming ceremonies and to encourage local and even national media to attend and report on the event. Publicising citizenship ceremonies promotes to the wider community the contribution of new citizens to Australia.

Media coverage can be enhanced by providing local media, for example, newspapers, newsletters and magazines, with details of the ceremony as far in advance as possible. Details provided should include a list of speakers and important guests. Local community organisations could similarly be informed. Details of conferees should not be provided to media without their consent.

Where a ceremony could be of interest beyond the local district, consideration could be given to alerting the national media. Examples of such situations include:

- an unusually large ceremony
- where the ceremony is planned to coincide with a local or national event such as Australia Day or Australian Citizenship Day
- where conferees include prominent figures in local affairs, the arts, sport or other fields
- where there are particularly interesting features planned for the ceremony.

Conferees should be informed in advance that ceremonies may attract media attention and that departmental officers or representatives of the media may attend ceremonies to film, photograph or interview conferees for promotional purposes or for social media. While some new citizens may welcome publicity, others may not. Local government councils and community organisations should be aware of privacy obligations. For more information, refer to the [*Privacy Act 1988*](#).

When the Minister responsible for citizenship matters is in attendance, liaison with their media adviser is required for any press releases or media coverage. Public affairs officers of the Department of Home Affairs will liaise with the Minister's media adviser and can also assist with publicity arrangements.



Photographs

There is no requirement to hire a professional photographer to take photos of the citizenship ceremony but having photographs is a great way of recording the occasion. The photos can also be used to present as a gift to the conferees as a memento of the ceremony.

It is important to be aware that images of individuals or Australian citizenship certificates in photographs or video (images) are treated as personal information under the *Privacy Act 1988* where the person's identity is clear or can reasonably be worked out from that image.

Consent forms

If the picture is to be used for something that the conferee is unaware of, the conferee will likely be required to give consent, unless they would reasonably expect their image to be used for this other purpose.

If images are to be used in a publication, website or social media platform that your organisation puts out, consent forms must be signed and collected from the subjects. Personal details in these images (such as names on certificates) must not be visible.

It may be applicable to include information on media and promotional image use in the invitation.

Suggested program for ceremony

The names of the presiding officer, administrative officer and official guests should be inserted.

- | | |
|------------------|--|
| 1:30 pm | Conferees arrive, are registered and identity verified then are seated |
| 1:55 pm | Official party enters (List names and titles of official guests) |
| 2:00 pm(| <i>Administrative officer</i>) Welcomes all present |
| 2:02 pm | Welcome to Country or Acknowledgment of Country |
| 2:05 pm(| <i>Presiding officer</i>) welcomes all present, introduces official guests, delivers the opening address, and foreshadows the Australian Citizenship Affirmation |
| 2:15 pm(| <i>Presiding or administrative officer</i>) introduces each speaker in the following order: <ul style="list-style-type: none"> • Minister or Minister's representative • If the Minister/Minister's representative is not in attendance, the presiding officer reads the Minister's message • Other speakers |
| 2:30 pm(| <i>Presiding officer</i>) reads the preamble for a citizenship ceremony to the conferees |
| 2:32 pm(| <i>Presiding officer</i>) administers the pledge to conferees |
| 2:35 pm(| <i>Presiding Officer, administrative officer or official guest</i>) presents Australian citizenship certificates to new citizens and congratulates them. Each conferee who has made the pledge is called forward to receive their Australian citizenship certificate |
| | A gift may also be presented at this time |
| 2:50 pm(| <i>Presiding officer or administrative officer</i>) advises that new citizens may enrol to vote by completing the electoral enrolment form given to them. If staff from the AEC are present, advise that those officers are available to assist |
| 2:52 pm (| <i>Presiding officer</i>) introduces dignitary to conduct affirmation ceremony |
| 2:54 pm | <i>(Presiding officer or other appropriate Australian citizen)</i> conducts affirmation ceremony |
| 2:57 pm | <i>(Presiding officer)</i> asks all present to stand for the Australian national anthem |
| 3:00 pm | <i>(Presiding officer)</i> concludes the ceremony; invites new citizens, official guests and all present to join him/her for light refreshments. |

Before the Ceremony Checklist

These checklists can be used to assist your organisation of the ceremony.

Before the ceremony	
Annually (for councils with >100 conferees per annum)	
	Provide the Department of Home Affairs with an annual schedule of planned ceremonies
3 6 months before	
	Check Federal and State/Territory parliamentary sitting days
	Ensure scheduled ceremonies avoid parliamentary sitting days
	Advise Department of Home Affairs of date of ceremony to allow provision of certificates and pledge verification list
1 2 months before	
	Check venues for suitability (access, size, power, secular, wet weather contingencies)
	Prepare invitations for conferees with relevant ceremony details
4 weeks before	
	Invite conferees from list of approved applicants provided by the Department of Home Affairs (if applicable)
	Invite the Minister, elected government members and other official representatives. Include which officials are to present a speech.
	Advise the AEC of the time, date and venue of the ceremony
	Prepare a ceremony program
	Order products such as pledge cards and affirmation cards
1 week before	
	Confirm the Master of Ceremonies, and arrange lectern and sound system
	Ensure receipt of Australian citizenship certificates, PVL and Australian electoral enrolment forms
	Ensure portrait of The Queen, Commonwealth Coat of Arms and Australian flag are available for display
	Arrange for the Australian national anthem to be played/performed
	Arrange for Welcome to Country and/or Acknowledgement of Country
	Arrange who will deliver the Australian Citizenship Affirmation
	Arrange seating plan for VIPs, conferee guests, AEC staff, departmental staff
	Arrange seating plan for conferees with families/groups together
	Ensure certificate of currency for insurance purposes (if applicable)
Additional considerations	
	Arrange gifts and entertainment
	Arrange catering
	Arrange photography
	Notify media of ceremony
	Print media consent forms if images to be used on social media or publications
	Arrange speaking notes for the presiding officer



PART 3

At the ceremony

Registration

The Department of Home Affairs provides a copy of the Australian citizenship PVL for each citizenship ceremony. The PVL lists invited conferees and includes personal details to assist ceremony organisers to verify their identities.

It is a requirement that each conferee making the pledge be formally registered at the ceremony. Use the PVL to mark non-attendance or failure to make the Pledge by marking a single line through the person's name.

Registration areas should be well lit to allow proper verification of conferee identity.

Identity verification

The Minister cannot approve a person becoming an Australian citizen unless satisfied of a person's identity. All conferees aged 16 and over at the time of application must have their identity verified prior to making the pledge of commitment and receiving their Australian citizenship certificate.

Identity documents and verification are not required for children under the age of 16. The identity of the responsible parent on their application will need to be verified.

A form of photographic identification is preferred for each person aged 16 and over, which will allow facial comparison between the person and their identification. A driver's licence, passport or other official document with a photograph is acceptable. For candidates who cannot produce any form of photographic identification, at least three documents bearing their name, address and signature, for example, bank statements, credit cards or bills are required. ID documents should be current and original documents (not photographs or photocopies). Unofficial documents with a photo such as student cards are not acceptable. Conferees may bring their invitation letter to the ceremony to assist with registration but the letter is not an identity document.

If the conferee has attended without any identity documents they cannot proceed to the ceremony. Refer the person to the Department of Home Affairs.

Guidance on face-to-photo identification is available from the Department of Home Affairs.

If there are doubts about the identity of the person, or the person does not have sufficient identity documentation, they cannot proceed with the ceremony. Refer the person to the Department of Home Affairs.

Officers of the Department of Home Affairs will usually attend to assist in identifying the conferees for citizenship ceremonies arranged by community organisations.

Welcome to Country/ Acknowledgement of Country

A Welcome to Country is a ceremony performed by Aboriginal or Torres Strait Islander people to welcome visitors to their traditional land. It can take many forms, depending on the particular culture of the traditional owners. It can include singing, dancing, smoking ceremonies or a speech in traditional language or English.

An Acknowledgement of Country is a way of showing awareness of and respect for the traditional Aboriginal or Torres Strait Islander owners of the land on which a meeting or event is being held, and of recognising the continuing connection of Aboriginal and Torres Strait Islander peoples to their Country.

An Acknowledgment of Country can be informal or formal and involves visitors acknowledging the Aboriginal or Torres Strait Islander owners of the land as well as the long and continuing relationship between First Nations and their Country.

Further information is available on Welcome to and Acknowledgement of Country at the [Reconciliation Australia website](#).

Organisers should consult with their local Aboriginal or Torres Strait Islander elders or leaders about the most appropriate way to recognise their communities.

If the Minister attends

If in attendance, the Minister will have precedence to assume the role of presiding officer, conduct the citizenship ceremony and confer Australian citizenship on conferees.

The Department of Home Affairs will advise organisers if the Minister is interested in attending a citizenship ceremony.

Speeches

The Minister/Minister's Representative

The Minister will be given the opportunity to speak at the citizenship ceremony. The Minister is not required to read their own message verbatim, as they may wish to deliver a speech specific to the event.

If the Minister does not attend, the local Federal MP or Senator (if present) should read the Minister's message. This must be read in its entirety and without amendment.

When neither the Minister nor a federal representative attends, the Minister's message must be read by the presiding officer in its entirety and without amendment.

Inviting official guests to speak

Speeches by other official guests must immediately follow the Minister's speech/message.

All elected local representatives, at the federal, state/territory and local government level, should over time have an opportunity to provide a welcoming speech to citizenship conferees. It is preferable, however, that not all elected representatives speak at every ceremony. This will ensure that the number of speeches remains manageable, particularly where local areas cross a number of electorates.

Appropriate arrangements should be reached at the local level to meet the requirements of all concerned. For example, ceremony organisers may wish to reach early agreement with elected representatives on appropriate dates in the year for each representative to speak, for example in the context of setting up or reviewing the annual ceremony schedule.

The emphasis remains on elected representatives welcoming new citizens to the local community. Candidates for election must not be invited to speak. The apolitical nature of the ceremony must be maintained. People attending on behalf of elected representatives must not be included in the official party.

Other official guests do not have to be invited to speak, however, subject to the number of speeches by elected representatives, a few brief messages of welcome from any local community leaders and/or local clubs and associations may contribute to a feeling of welcome.



Suggested length and content of speeches

Local government councils and community organisations conducting citizenship ceremonies should give speakers an idea of how long they are expected to speak. To manage the length of the ceremony, each speech would ideally be less than five minutes long.

Speeches must be relevant and appropriate to the occasion and must avoid issues that may be contentious from a political, racial or sectarian point of view. Speeches that have particular political or denominational overtones, for example, would not be appropriate. It is essential that the dignity and significance of citizenship ceremonies be maintained at all times.

Citizenship ceremonies must not be used as forums for political or partisan expression or for the distribution of political material.

Organisers should draw these matters to the attention of all speakers in their invitations.

Speakers may welcome conferees as new citizens and refer to the economic, social and cultural contribution that new citizens make to Australia. Speakers could refer, for example, to the development of their local district, emphasising the role of new citizens in industry, civic or cultural affairs, or sport. Speakers could also refer to the many benefits, such as the democratic way of life and economic opportunities, which Australia has to offer its new citizens.

Conferees come from a variety of circumstances and backgrounds. It is advisable to avoid assumptions and generalisations about their background and their reasons for coming to Australia.

Preamble

It is a legal requirement under section 10 of the *Australian Citizenship Regulation 2016* that the presiding officer read aloud to the conferees the preamble for citizenship ceremonies. The words of the Preamble are found in Schedule 1 of the Regulation.

The Pledge of Commitment

It is a legal requirement that most conferees 16 years of age and over make the pledge of commitment before the presiding officer.

The pledge must be made in English. It comes in two versions:

Pledge 1

From this time forward, under God,
I pledge my loyalty to Australia and its people,
whose democratic beliefs I share,
whose rights and liberties I respect, and
whose laws I will uphold and obey.

Pledge 2

From this time forward
I pledge my loyalty to Australia and its people,
whose democratic beliefs I share,
whose rights and liberties I respect, and
whose laws I will uphold and obey.

The version of the pledge which each conferee has indicated they wish to make is specified on the Australian citizenship pledge verification list forwarded to local government councils by the Department of Home Affairs. Pledge cards may be placed on the conferees' seats or handed to conferees on arrival.

A person may elect to switch pledge group on the day or make one pledge with the other pledge group in order to stand with their family group. As long as one form of the pledge is made, their citizenship is conferred.

Only conferees on the PVL can take the pledge. A person who attends a ceremony but was not invited and is not on the PVL cannot be allowed to make the pledge before the presiding officer as their application may still be under review.

As a matter of practice, and to facilitate the making of the pledge, the presiding officer 'administers' (i.e. reads out and the conferees repeat) the pledge. The presiding officer, with the support of organising staff, should observe that each conferee makes the pledge.

If it is observed that a conferee has not said the pledge, they are considered not to have acquired citizenship and must not be presented with their citizenship certificate. The conferee should be taken aside respectfully at the end of the ceremony and given another opportunity to say the pledge before the presiding officer. Should they refuse, they should not be presented with their citizenship certificate and the Department of Home Affairs should be contacted immediately.

Generally conferees who have a permanent or enduring physical or mental incapacity will not be allocated to attend a ceremony. Councils will be made aware of conferees with other needs (e.g. an Auslan interpreter) to allow enough time to prepare the necessary support.

Children

Children under 16 years of age are welcome to make the pledge if they wish. The conferral of their citizenship is dependent on the responsible parent making the pledge before the presiding officer.

If the responsible parent does not attend the ceremony or fails to make the pledge then the child does not receive their Australian citizenship, even if they are present at the ceremony. Contact the Department of Home Affairs if this occurs.

Holy books and scriptures

It is not a requirement for conferees to use a holy book or scripture or hold up their hand/s when making the pledge however, conferees are permitted to do so if they wish.

Conferees who wish to use a holy book or scripture when making the pledge, should be invited to bring the holy book or scripture of their choice to the citizenship ceremony in the invitation to ceremony letter.

Organisations who wish to provide holy books are not permitted to place the books on the conferees' chairs. They should be placed in an area where conferees may choose to use one during the ceremony, but it must not be made to look like a requirement. For example, a small table at the back of the room may be appropriate.

Holy books must not be provided as gifts to conferees.

Australian citizenship certificates

Presenting Australian citizenship certificates to conferees

It is not a legal requirement that:

- Australian citizenship certificates be presented to conferees attending a ceremony
- Australian citizenship certificates be presented by the presiding officer or other authorised person.

However, both of these are common practices.

Usually, the Department of Home Affairs will provide Australian citizenship certificates to organisations in advance of citizenship ceremonies for distribution to conferees at the ceremony. On the rare occasion that certificates are not available, the ceremony should continue as scheduled. The certificates will be sent to the new citizens at a later date by the Department of Home Affairs.

It is recommended that ceremony organisers hold a quantity of commemorative certificates to present to conferees in this situation. Commemorative certificates are of no legal standing and are not official evidence of Australian citizenship.

It is the making of the pledge of commitment before an authorised person that is the final legal requirement for acquiring Australian citizenship by conferral. The citizenship certificate does not make a person an Australian citizen however it is legal evidence of Australian citizenship and should be treated as an accountable document. Citizenship certificates should be stored in a safe when not being used for the purpose of arranging the ceremony.

When family members are conferred Australian citizenship at the same ceremony, each family member should be presented with their own certificate. If children are not part of the ceremony, children's certificates may be handed to the parent.

Altering citizenship certificates

The presiding officer may, if they wish, sign each certificate at the dotted line on the bottom right corner of the certificate. However, this is not compulsory. An ink stamp bearing the presiding officer's title is also appropriate for this purpose. No other amendments, additions, deletions or marks may be made to the certificate. Altering Australian citizenship certificates is an offence under the Citizenship Act and carries serious penalties.

The person who signs the certificates prior to the ceremony must then be the presiding officer on the day of the ceremony for those certificates to be valid.

Australian citizenship certificates are only valid if the conferee makes the pledge before the presiding officer on the date printed on them.

Where conferees fail to attend a scheduled ceremony or do not make the pledge, their certificates must be returned by registered mail immediately following the ceremony to the office of the Department of Home Affairs that provided the certificates. The dates on the certificate must not be amended if the conferee attends a ceremony at another date. A new certificate will be provided by the Department of Home Affairs.

If details are incorrect on Australian citizenship certificates

If a conferee claims that information on their Australian citizenship certificate is incorrect, they should still be allowed to make the pledge and be presented with the certificate. They should be advised to contact an office of the Department of Home Affairs as soon as possible. This should also be indicated by the presiding officer on the PVL returned to the Department of Home Affairs.



The Australian Citizenship Affirmation

To further enhance the meaning and symbolism of citizenship ceremonies, local government councils and organisations are encouraged to conduct the Australian Citizenship Affirmation at the conclusion of the citizenship ceremony.

The Australian Citizenship Affirmation (the Affirmation) is a statement affirming loyalty and commitment to Australia and its people. It is based on the pledge made by conferees at citizenship ceremonies in order to become Australian citizens.

The Affirmation increases awareness of the responsibilities and privileges of Australian citizenship, promotes community involvement and participation, and helps people feel that they belong. It also helps to build pride in Australians about their citizenship.

Unlike the pledge, the Affirmation is entirely voluntary, has no status in law and has no legal effect.

The Affirmation may be incorporated at the end of the Australian citizenship ceremony and allows all present to join with the new citizens to publicly affirm their loyalty and commitment to Australia and its people. Non-citizens are able to participate by joining in at the second line.

The Affirmation reads:

As an Australian citizen

I affirm my loyalty to Australia and its people,
whose democratic beliefs I share,
whose rights and liberties I respect,
and whose laws I uphold and obey.

If the Affirmation is to be included, affirmation cards may either be placed on all seats at the venue, or handed to all members of the audience as they arrive. Affirmation cards are available from the Department of Home Affairs.

The Affirmation must be led by an Australian citizen.

They may be a person of some standing in the community, such as an official guest, a leader within the community, a federal or state/territory parliamentarian or other appropriate person.



Australian electoral enrolment

Local government councils and community organisations conducting citizenship ceremonies are asked to facilitate electoral enrolment of new citizens, including through access to the citizenship ceremony for staff of the Australian Electoral Commission.

The Department of Home Affairs provides pre-printed, personalised electoral enrolment forms containing the personal details of each conferee over the age of 16 to those conducting citizenship ceremonies.

As enrolment and voting is compulsory for Australian citizens, new citizens should be encouraged to complete their enrolment forms once they have made the pledge and been presented with their Australian citizenship certificate.

Conferees should:

- check that their pre-printed details on the electoral enrolment form are correct and, if needed, correct any errors
- complete the evidence of identity section of the form
- sign the form (in some states this must be witnessed)
- hand the completed forms to staff from the AEC if present, or post to the AEC as soon as possible.

At the Ceremony Checklist

On the day	
	Arrange table for registration and identity verification
	Verify identity of conferees against photographic identity document provided.
	Mark attendance or non-attendance on the PVL
	Collect written consent of conferees to use images if they are to be used for promotional purposes
	Arrange flags, Commonwealth Coat of Arms and official portrait/photo of Her Majesty Queen Elizabeth II, according to protocols
	Issue pledge cards, program, electoral enrolment forms and affirmation cards to the conferees
	Ensure no political, commercial or religious material is available for distribution
	Assist with electoral roll form completion
During the ceremony	
	Welcome to Country and/or Acknowledgement of Country
	Reading the Minister's message
	Reading the Preamble
	Observe conferees making the pledge of commitment (Pledge 1 or Pledge 2)
	Present Australian citizenship certificates to conferees who have made the pledge
	Play the Australian National Anthem
	Conduct the Australian Citizenship Affirmation

PART 4

After the ceremony

Returning the pledge verification list

The PVL is considered official evidence that an applicant has fulfilled the final legal obligation of making the pledge of commitment before a person authorised to receive the pledge (the presiding officer).

The Department of Home Affairs is required to retain completed PVLs as a record documenting acquisition of Australian citizenship on behalf of the National Archives of Australia. It is therefore important to return the signed PVL to the Department of Home Affairs as soon as possible after the ceremony.

The presiding officer must sign the PVL immediately after the conclusion of a ceremony, certifying that each person on the list has attended and been observed making the pledge.

The names of people who did not attend the ceremony, whose identity has not been verified or who have not made the pledge of commitment, must have a line ruled through them on the PVL. The PVL should not be altered in any other way.

A copy of the completed and signed PVL must immediately be forwarded to the Department of Home Affairs, typically by electronic means. Hard copies can be returned with any unused citizenship certificates.

PVLs should be returned to the Department of Home Affairs within two working days following a ceremony.

The Department of Home Affairs relies on ceremony organisers returning signed PVLs promptly. Delays can result in significant problems being encountered by new citizens, for example, when applying for an Australian passport.

A copy of the PVL should be given to staff of the AEC (if attending the ceremony) or forwarded to them by mail or email.

Ensure that any non-attendee names have been similarly marked.

Privacy

The names and addresses of conferees on the PVL must be used by organisations only for the purpose of conducting citizenship ceremonies, for example, to identify the conferees, manage invitations and RSVPs.

Improper use or disclosure of personal information provided for the purpose of citizenship ceremonies may be in breach of the *Privacy Act 1988*. Inappropriate use of personal information could lead to revocation of authorisation to conduct citizenship ceremonies.

Authorised secondary use of conferees' personal details includes providing a PVL to the AEC and providing names and addresses to elected representatives for the purpose of a welcome.

Disclosing names and addresses of new citizens

Whether local federal, state and territory MPs attend the ceremony or not, it is important and appropriate that they have the opportunity to welcome new citizens as formal members of the Australian community.

Where requested, local government councils should forward the names and addresses of new citizens to local federal, state and territory MPs and local government councillors.

New citizens are informed through the application form for conferral of Australian citizenship that their information may be disclosed to MPs and local government councillors for the purpose of welcoming new citizens as constituents.

Only names and addresses are forwarded to MPs, unless a justifiable reason for other information is provided. Copies of pledge verification lists containing other identity and personal information must not be sent to MPs.

Conferee details must not be provided before the ceremony. They will be provided only after the ceremony is completed and only upon request. This is to ensure that only conferees who attend the ceremony and become citizens receive a welcoming letter.

The information must be sent with advice that clearly states the names and addresses of new citizens are disclosed to local MPs solely for the purpose of welcoming new citizens into the community. This advice must be provided to be consistent with privacy legislation.

Advice to MPs should also clearly state that the names and addresses of new citizens should not be forwarded to other persons or organisations, or used by local MPs for any other purpose.

The PVL must not be used by local government councils for any purpose other than administering a ceremony. The list must not be shared with candidates for election.

Ensure that any conferee who did not attend the ceremony, whose identity was not verified, or who did not make the pledge is removed from the list provided to MPs.

Returning Australian citizenship certificates

Australian citizenship certificates are only valid for the date printed on them and under the condition that the conferee makes the pledge on that same date.

Where conferees fail to attend a scheduled ceremony, their identity was not verified or they did not make the pledge, their certificates must be returned by hand or by registered mail immediately following the ceremony to the office of the Department of Home Affairs that provided the certificates.

After the Ceremony Checklist

After the ceremony	
	Non-attendees have been ruled out on the PVL
	Any issues regarding identity or the pledge have been referred to the Department of Home Affairs
	The presiding officer has signed the PVL
	Completed PVL has been returned to the Department of Home Affairs (within two working days)
	All unused or void citizenship certificates have been returned to the Department of Home Affairs
	PVL given or forwarded to AEC
	Names and addresses forwarded to MPs (on request)

Exemptions to the Code

In exceptional circumstances councils may apply for an exemption to the requirements of the Australian Citizenship Ceremonies Code by writing to the Department of Home Affairs.







**THE HON DAVID COLEMAN MP
MINISTER FOR IMMIGRATION, CITIZENSHIP,
MIGRANT SERVICES AND MULTICULTURAL AFFAIRS**

Australian Citizenship Ceremonies Code

Dear Mayor,

I previously wrote to you advising of a number of proposed changes to the *Australian Citizenship Ceremonies Code*, and invited feedback on these changes from all Australian local government councils. Having considered the views of councils, I am now pleased to announce the publication of a new version of the *Australian Citizenship Ceremonies Code*, which will take effect from the date of this letter. Key changes are outlined below:

- Local government councils must ensure ceremonies are conducted in accordance with the *Australian Citizenship Ceremonies Code*. This includes a requirement to hold a citizenship ceremony on Australia Day (January 26). Councils that conferred citizenship on less than 20 people in the previous year are exempt from this requirement.
- Federal Members of Parliament, if attending a citizenship ceremony, should read the Minister's message; and
- Individual councils are to establish a Dress Code for ceremonies, to reflect the significance of the occasion, and provide a copy of their Dress Code to the Department of Home Affairs.

I believe that the changes made to the *Australian Citizenship Ceremonies Code* reflect the expectations of the Australian community and provide clear guidance to councils on hosting citizenship ceremonies. Should your council have any questions regarding these changes, please contact the Department of Home Affairs at natoceremonies@homeaffairs.gov.au.

Thank you on behalf of the Australian Government for your ongoing support of Australian citizenship ceremonies.

Yours sincerely

A handwritten signature in black ink, appearing to be 'David Coleman'.

David Coleman

19 / 09 / 2019

**SHIRE OF YORK****INCOME AND EXPENDITURE STATEMENT BY NATURE OR TYPE
FOR THE PERIOD ENDED 31 MAY 2020**

	2019/20 ADOPTED BUDGET	2019/20 YTD ACTUAL
REVENUE		
General Rates	5,885,914	5,878,644
Operating Grants, Subsidies and Contributions	1,057,663	1,983,823
Fees and Charges	1,498,249	1,333,620
Interest Earnings	212,810	152,676
Other Revenue	71,200	55,558
	8,725,836	9,404,321
EXPENDITURE		
Employee Costs	(4,122,453)	(3,187,917)
Materials and Contracts	(2,479,990)	(1,954,054)
Utility Charges	(399,822)	(352,874)
Depreciation	(2,584,364)	(1,454,189)
Interest Expense	(105,003)	(87,927)
Insurance	(197,909)	(250,749)
Other Expenditure	(257,440)	(365,629)
	(10,146,981)	(7,653,338)
<i>Increase/(Decrease)</i>	(1,421,145)	1,750,982
Non-operating Grants and Subsidies	1,671,470	1,218,384
Profit on Asset Disposal	-	-
Loss on Asset Disposal	(97,018)	(7,388)
Loss on Revaluation of Fixed Assets	-	-
	1,574,452	1,210,996
Total Comprehensive Income	153,307	2,961,978



SHIRE OF YORK
INCOME AND EXPENDITURE STATEMENT BY PROGRAMME
FOR THE PERIOD ENDED 31 MAY 2020

	2019/20 ANNUAL BUDGET	2019/20 MAY BUDGET	2019/20 YTD ACTUAL
			\$
REVENUE			
General Purpose Funding	6,923,906	6,874,989	7,568,707
Governance	2,900	2,303	8,296
Law, Order, Public Safety	72,827	52,887	770,468
Health	19,300	18,265	19,363
Education and Welfare	35,451	32,890	36,282
Community Amenities	770,804	739,810	728,903
Recreation and Culture	1,268,065	702,820	606,723
Transport	1,106,685	794,118	735,710
Economic Services	155,968	145,079	125,143
Other Property & Services	41,400	34,060	22,995
	10,397,306	9,397,221	10,622,588
EXPENDITURE			
General Purpose Funding	(374,774)	(265,143)	(214,323)
Governance	(746,744)	(596,639)	(602,249)
Law, Order, Public Safety	(483,915)	(408,698)	(612,029)
Health	(252,637)	(219,745)	(225,404)
Education and Welfare	(142,387)	(97,228)	(89,276)
Community Amenities	(1,189,964)	(1,056,849)	(872,289)
Recreation and Culture	(3,422,859)	(2,751,833)	(2,463,776)
Transport	(2,466,232)	(1,691,210)	(1,864,215)
Economic Services	(1,015,394)	(840,610)	(756,003)
Other Property and Services	(52,075)	84,463	46,341
	(10,146,981)	(7,843,492)	(7,653,222)
<i>Increase/(Decrease)</i>	250,325	1,553,729	2,969,367
DISPOSAL OF ASSETS			
Plant and Equipment	(97,018)	96,000	(7,388)
<i>Gain/(Loss) on Disposal</i>	(97,018)	96,000	(7,388)
<i>Change in net assets resulting from operations</i>			
<i>Gain/(Reduction)</i>	153,307	1,649,729	2,961,978



SHIRE OF YORK
SUMMARY OF CURRENT ASSETS AND LIABILITIES
FOR THE PERIOD ENDED 31 MAY 2020

CURRENT ASSETS	PREVIOUS YEAR 31/05/2019	LY ACTUAL 30/06/2019	YTD ACTUAL 31/05/2020
Cash at Bank	\$4,295,512	\$5,262,306	\$5,612,861
Sundry Debtors	\$1,228,211	\$1,583,897	\$1,442,361
Stock on Hand	\$42,874	\$33,514	\$83,983
SUB-TOTAL	\$5,566,597	\$6,879,716	\$7,139,205
LESS CURRENT LIABILITIES			
Sundry Creditors	(\$94,926)	(\$1,021,536)	(\$366,134)
Loan Liability	(\$223,922)	(\$233,976)	(\$0)
Leave Provisions	(\$707,093)	(\$771,618)	(\$771,618)
	(\$1,025,941)	(\$2,027,130)	(\$1,137,751)
Cash Backed Reserves	(\$2,608,885)	(\$3,090,661)	(\$3,144,578)
Rates Received in Advance	(\$49,962)	(\$71,769)	(\$71,769)
Add Back Loan Liability	\$223,922	\$233,976	\$0
Add Back Leave Reserve 6	\$478,106	\$490,181	\$499,432
SUB-TOTAL	(\$2,982,760)	(\$4,465,403)	(\$3,854,666)
NET CURRENT ASSETS - SURPLUS/(DEFICIT)	\$ 2,583,837	\$ 2,414,313	\$ 3,284,539



SHIRE OF YORK
FINANCIAL ACTIVITY STATEMENT
 FOR THE PERIOD ENDED 31 MAY 2020

	2019/20 ANNUAL BUDGET	2019/20 MAY BUDGET	2019/20 YTD ACTUAL 31/05/2020	VAR TO BUDGET \$	VAR TO BUDGET %
OPERATING REVENUE					
General Purpose Funding	6,923,906	6,874,989	7,568,707	693,719	10%
Governance	2,900	2,303	8,296	5,993	260%
Law, Order Public Safety	72,827	52,887	770,468	717,581	1357%
Health	19,300	18,265	19,363	1,098	6%
Education and Welfare	35,451	32,890	36,282	3,392	10%
Community Amenities	770,804	739,810	728,903	(10,907)	-1%
Recreation and Culture	1,268,066	702,820	606,723	(96,098)	-14%
Transport	1,106,685	794,118	735,710	(58,408)	-7%
Economic Services	155,968	145,079	125,143	(19,936)	-14%
Other Property and Services	41,400	34,060	22,995	(11,065)	-32%
	10,397,307	9,397,221	10,622,588	1,225,368	13%
LESS OPERATING EXPENDITURE					
General Purpose Funding	(374,774)	(265,143)	(214,323)	50,820	-19%
Governance	(746,744)	(596,639)	(602,249)	(5,610)	1%
Law, Order, Public Safety	(483,914)	(408,698)	(612,029)	(203,331)	50%
Health	(252,637)	(219,745)	(225,404)	(5,659)	3%
Education and Welfare	(142,387)	(97,228)	(89,276)	7,952	-8%
Community Amenities	(1,189,964)	(1,056,849)	(872,289)	184,560	-17%
Recreation and Culture	(3,422,859)	(2,751,833)	(2,463,776)	288,058	-10%
Transport	(2,466,232)	(1,691,210)	(1,864,215)	(173,005)	10%
Economic Services	(1,015,390)	(840,610)	(756,003)	84,607	-10%
Other Property & Services	(52,066)	84,463	46,341	(38,122)	-45%
	(10,146,967)	(7,843,492)	(7,653,222)	190,271	-2%
Increase/(Decrease)	250,339	1,553,729	2,969,367	1,415,639	91%
ADD					
Principal Repayment Received - Loans					
Profit/Loss on sale of assets	(97,018)	96,000	(162,283)	(258,283)	-269%
Net Change in LSL Reserve		-	9,252	9,252	
Depreciation Written Back	2,584,364	1,292,182	1,454,189	162,007	13%
Sold Assets Written Back	245,018	122,509	229,829	107,320	88%
	2,732,364	1,510,691	1,530,986	20,295	1%
Sub Total	2,982,704	3,064,420	4,500,352	1,435,933	47%



SHIRE OF YORK
FINANCIAL ACTIVITY STATEMENT
 FOR THE PERIOD ENDED 31 MAY 2020

	2019/20 ANNUAL BUDGET	2019/20 MAY BUDGET	2019/20 YTD ACTUAL 31/05/2020	VAR TO BUDGET \$	VAR TO BUDGET %
LESS CAPITAL PROGRAMME					
Purchase Tools					
Purchase Land & Buildings	(391,437)	(125,861)	(92,828)	33,033	-26%
Infrastructure Assets - Roads	(2,710,353)	(2,393,253)	(1,569,736)	823,517	-34%
Infrastructure Assets - Recreation	(1,366,175)	(1,352,977)	(1,031,827)	321,150	-24%
Infrastructure Assets - Other	(30,000)	(30,000)	(27,631)	2,369	-8%
Purchase Plant and Equipment	(663,500)	(430,205)	(612,085)	(181,880)	42%
Purchase Furniture and Equipment	(35,000)	(11,000)	(8,127)	2,873	-26%
Repayment of Debt - Loan Principal	(233,977)	(116,989)	(233,976)	(116,988)	100%
Transfer to Reserves	(158,791)	-	(53,917)	(53,917)	
	(5,589,233)	(4,460,284)	(3,630,127)	830,157	-19%
Sub Total	(2,606,530)	(1,395,864)	870,225	2,266,091	-162%
LESS FUNDING FROM					
Reserves	333,198	-	-	-	
Opening Funds	2,273,332	2,273,333	2,414,313	140,980	6%
	2,606,530	2,273,333	2,414,313	140,980	-2%
ESTIMATED SURPLUS/(DEFICIT)	0	877,469	3,284,538	2,407,070	



SHIRE OF YORK
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 MAY 2020

This statement analyses the movements in assets, liabilities and equity between years.

	Actual 30/06/2019 \$	Actual 31/05/2020 \$
Current assets		
Cash and cash equivalents	4,877,240	5,612,861
Rates Outstanding	1,076,389	1,153,869
Sundry Debtors	507,508	288,491
Cash Held for Distribution (Prev Trust)	385,065	0
Inventories/Stock	33,514	83,983
Total current assets	6,879,716	7,139,205
Non-current assets		
Trade and other receivables	116,089	116,089
Investment in LG House Trust	70,068	70,068
Property, plant and equipment	33,680,594	33,833,174
Infrastructure	103,149,570	104,810,101
Total non-current assets	137,016,321	138,829,432
Total assets	143,896,037	145,968,637
Current liabilities		
Trade and other payables	636,471	366,134
Cash Held for Distribution (Prev Trust)	385,065	0
Provisions	771,618	771,618
Interest-bearing loans and borrowings	233,976	0
Total current liabilities	2,027,130	1,137,751
Non-current liabilities		
Interest-bearing loans and borrowings	1,869,341	1,869,341
Provisions	126,582	126,582
Total non-current liabilities	1,995,923	1,995,923
Total liabilities	4,023,053	3,133,674
Net assets	139,872,985	142,834,963
Equity		
Accumulated surplus	31,732,957	32,112,995
Change in net assets resulting from operations	433,955	2,961,978
Asset revaluation reserve	104,615,412	104,615,412
Other reserves	3,090,661	3,144,578
Total equity	139,872,985	142,834,963

**SHIRE OF YORK
VARIANCE REPORT
FOR THE PERIOD ENDED 31 MAY 2020**

Local Government (Financial Management) Regulations 1996 Financial reports — s. 6.4

34. Financial activity statement required each month (Act s. 6.4)

(1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —

- (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
- (b) budget estimates to the end of the month to which the statement relates; and
- (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
- (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) the net current assets at the end of the month to which the statement relates.

	YTD ADOPTED BUDGET	YTD ACTUALS	VAR TO YTD BUDGET \$	VAR TO YTD BUDGET %
OPERATING REVENUE				
General Purpose Funding	\$6,874,989	\$7,568,707	\$693,719	10%
Permanent variance. Shire received \$779,703 advance payment of 2020/21 Financial Assistance grants. 2020/21 draft budget developed to reflect timing of receipt of funding.				
Governance	\$2,303	\$8,296	\$5,993	260%
Permanent variance of \$6,085 due to unbudgeted reimbursement received in August 2019 and insurance rebate received in December 2019.				
Law, Order Public Safety	\$52,887	\$770,468	\$717,581	1357%
Permanent variance - \$472,649 recognised for transfer of Greenhills Fire Truck in July 2019. Grant application for \$481,250 approved and previously invoiced for the 2019/20 Bushfire Risk Mitigation Funding Round and reported with the Mid Year Budget Review. Due to parts of the project coming in below budget and the contractor being unable to complete some elements, a portion of the funding will be returned.				
Health	\$18,265	\$19,363	\$1,098	6%
No material variance to report.				
Education and Welfare	\$32,890	\$36,282	\$3,392	10%
No material variance to report.				
Community Amenities	\$739,810	\$728,903	-\$10,907	-1%
No material variance to report.				
Recreation and Culture	\$702,820	\$606,723	-\$96,098	-14%
Timing Variance - Avon Park Redevelopment and Skate Park Construction practically complete - funds to be claimed prior to 30 June. Income down for the YRCC operations due to closure as a result of COVID-19 - this is offset by a reduction in expenditure also.				
Transport	\$794,118	\$735,710	-\$58,408	-7%
No material variance to report.				
Economic Services	\$145,079	\$125,143	-\$19,936	-14%
Permanent variance. Grants expected to fund the YorkKIDS initiative have not been received to date \$36,000. Funds received for the Avon Riverbank Restoration Project of \$20,000.				
Other Property and Services	\$34,060	\$22,995	-\$11,065	-32%
Timing variance - Fuel fax credits to be claimed				
	\$9,397,221	\$10,622,588	\$1,225,367	13%

**SHIRE OF YORK
VARIANCE REPORT
FOR THE PERIOD ENDED 31 MAY 2020**

OPERATING EXPENDITURE	YTD BUDGET	YTD ACTUALS	VAR TO BUDGET	VAR TO BUDGET
General Purpose Funding	\$265,143	\$214,323	-\$50,820	-19%
Timing variance - in relation to debt collection down on budget for this time. Offset by reduction in revenue also.				
Governance	\$596,639	\$602,249	\$5,610	1%
No material variance to report.				
Law, Order, Public Safety	\$408,698	\$612,029	\$203,331	50%
Permanent variance - fully funded Bushfire Risk Mitigation Project approved after budget adoption - year to date expenditure \$249,683. Due to parts of the project coming in below budget and the contractor being unable to complete some elements, a portion of the funding will be returned which is offset by a reduction in the expected expenditure.				
Health	\$219,745	\$225,404	\$5,659	3%
Permanent variance - health support costs down on year to date budget. Reallocated to Senior's Expo during mid year budget review. Further, as a result of COVID-19, year to date expenditure for additional cleaning and other COVID-related expenses are in the vicinity of \$50,000.				
Education and Welfare	\$97,228	\$89,276	-\$7,952	-8%
No material variance to report.				
Community Amenities	\$1,056,849	\$872,289	-\$184,560	-17%
Timing variance - year to date Town Planning expenditure down on budget by \$100,000 particularly in relation to legal expenses, heritage consultants and gazettal costs for the scheme review. Elements of these projects are proposed to be carried forward to the 2020/21 financial year. Additionally, funds allocated for water harvesting project have been reallocated to the Avon Park Redevelopment as part of the mid year budget review in accordance with Council report 182-12/19.				
Recreation and Culture	\$2,751,833	\$2,463,776	-\$288,058	-10%
Permanent variance. A number of projects were deferred and/or carried forward and recorded with the quarterly finance and costing reviews. These included the Town Hall concept plan, Arts and Cultural Plan and Town Hall Honour Board refurbishment. Expenditure also down for the YRCC operations due to closure as a result of COVID-19 - this is offset by a reduction in income also.				
Transport	\$1,691,210	\$1,864,215	\$173,005	10%
Depreciation rates to be reviewed - higher than budgeted.				
Economic Services	\$840,610	\$756,003	-\$84,607	-10%
Many events cancelled or postponed as a result of COVID-19 - full events budget not required. It is proposed that these funds be carried forward to the 2020/21 financial year.				
Other Property & Services	-\$84,463	-\$46,341	\$38,122	-45%
Material variance relates to non-cash plant depreciation to be applied June 2020.				
	\$7,843,492	\$7,653,222	-\$190,271	-2%

**SHIRE OF YORK
VARIANCE REPORT
FOR THE PERIOD ENDED 31 MAY 2020**

CAPITAL PROGRAMME	YTD BUDGET	YTD ACTUALS	VAR TO BUDGET	VAR TO BUDGET
Land & Buildings	\$125,861	\$92,828	-\$33,033	-26%
Timing variance - Works complete for Residency Museum amenity upgrades in accordance with access and inclusion audit, carparking improvements almost complete.				
Infrastructure Assets - Roads	\$2,393,253	\$1,569,736	-\$823,517	-34%
Timing variance only - construction works continuing into June 2020.				
Infrastructure Assets - Recreation Facilities	\$1,352,977	\$1,031,827	-\$321,150	-24%
Variance relates to timing of progress payments for Avon Park Redevelopment and Trails construction. A portion of the Greenhills Trail budget to be carried forward to support the opening scheduled to be held late-2020.				
Infrastructure Assets - Other	\$30,000	\$27,631	-\$2,369	-8%
No material variance to report.				
Plant and Equipment	\$430,205	\$612,085	\$181,880	42%
Permanent variance for the 2019/20 year - minimal vehicle changeovers or purchases to date. Expenditure to be carried forward to 2020/21.				
Furniture and Equipment	\$11,000	\$8,127	-\$2,873	-26%
Permanent variance of \$3,623 being the balance of payment for street furniture budgeted for 2018/19 paid in August 2019. Permanent variance for administration and library furniture renewals to be carried forward to 2020/21.				
	\$4,343,296	\$3,342,234	-\$1,001,062	-23%



**YORK RECREATION AND CONVENTION CENTRE
OPERATING STATEMENT
FOR THE PERIOD ENDED 31 MAY 2020**

	2018/19 AMENDED BUDGET	2018/19 YTD ACTUAL 30/06/2019	2018/19 COMPARISON 31/05/2019	2019/20 ADOPTED BUDGET	2019/20 CURRENT BUDGET	2019/20 YTD ACTUAL 31/05/2020	% OF BUDGET	2019/20 YTD ACTUAL 30/04/2020	MOVEMENT APR-MAY
REVENUES									
FORREST OVAL LIGHTS INCOME	2,000	2,245	1,091	2,020	2,020	1,606	80%	1,481	125
YRCC INCOME - HIRE	5,000	3,017	2,173	5,050	5,050	1,501	30%	1,501	0
YRCC INCOME - GYM	22,000	23,651	22,017	22,220	22,220	15,503	70%	15,503	0
YRCC INCOME - CONFERENCES	27,000	24,955	23,142	35,350	35,350	19,330	55%	18,748	582
YRCC INCOME - BAR	170,000	161,788	153,197	191,900	191,900	136,885	71%	133,612	3,273
YRCC INCOME - CAFE/RESTAURANT	110,000	107,494	98,209	111,100	111,100	100,934	91%	98,994	1,940
YRCC INCOME - CANTEEN	30,000	14,399	13,394	30,300	30,300	10,762	36%	10,762	0
YRCC INCOME - GREEN FEES - BOWLS	7,000	1,532	1,436	0	0	75		75	0
YRCC INCOME - GREEN FEES - TENNIS	1,500	672	627	1,515	1,515	794	52%	123	671
	374,500	339,753	315,286	399,455	399,455	287,390	72%	280,798	6,591
COST OF SALES									
YRCC EXPENDITURE - GYM	11,198	9,627	8,094	11,506	11,506	6,822	59%	6,760	62
YRCC EXPENDITURE - CONFERENCES	25,308	20,649	20,404	28,946	28,946	15,508	54%	15,478	30
YRCC EXPENDITURE - BAR	128,701	113,688	106,357	142,994	142,994	93,275	65%	93,172	103
YRCC EXPENDITURE - CAFE/RESTAURANT	145,659	142,947	126,367	151,385	151,385	124,728	82%	124,589	139
YRCC EXPENDITURE - CANTEEN	21,335	15,889	13,434	21,398	21,398	10,551	49%	10,551	0
YRCC EXPENDITURE - BOWLS	12,009	6,338	6,318	10,644	10,644	4,263	40%	4,263	0
YRCC EXPENDITURE - TENNIS	12,009	445	445	10,644	10,644	702	7%	702	0
	356,219	309,583	281,419	377,517	377,517	255,849	68%	255,514	334
GROSS PROFIT	18,281	30,170	33,867	21,938	21,938	31,541	144%	25,284	6,257
CENTRE COSTS									
FORREST OVAL CONVENTION CENTRE	121,417	97,467	85,436	129,653	129,653	93,729	72%	87,438	6,291
YRCC MARKETING & PROMOTIONS	3,600	1,409	1,409	3,704	3,704	1,436	39%	1,436	0
RECREATION - SALARIES	100,104	91,299	70,879	77,745	77,745	63,001	81%	56,540	6,461
RECREATION - SUPERANNUATION	43,951	25,754	22,953	45,049	36,000	24,371	68%	23,239	1,132
YRCC OPERATIONAL & MARKETING PLAN	0	0	0	10,000	40,000	1,842	5%	1,162	680
	269,072	215,928	180,677	266,152	287,103	184,379	64%	169,815	14,564
PROFIT/(LOSS)	(250,791)	(185,758)	(146,809)	(244,214)	(265,165)	(152,838)	58%	(144,531)	(8,307)

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EFT23861	01/05/2020 A D ENGINEERING INTERNATIONAL PTY LTD	SAM TRAILER WAN CONNECTION QUARTERLY CHARGES 1/4/20-30/6/20	1		132.00
INV 22404	06/04/2020 A D ENGINEERING INTERNATIONAL PTY LTD	SAM TRAILER WAN CONNECTION QUARTERLY CHARGES 1/4/20-30/6/20	1	132.00	
EFT23862	01/05/2020 AFGRI EQUIPMENT AUSTRALIA PTY LTD	SUPPLIES - MOWER RIDE ON JOHN DEERE Y7320	1		85.10
INV 1916228	01/04/2020 AFGRI EQUIPMENT AUSTRALIA PTY LTD	SUPPLIES - MOWER RIDE ON JOHN DEERE Y7320	1	26.84	
INV 1916227	01/04/2020 AFGRI EQUIPMENT AUSTRALIA PTY LTD	SUPPLIES - MOWER RIDE ON JOHN DEERE Y7320	1	58.26	
EFT23863	01/05/2020 ARROW BRONZE	NICHE WALL PLAQUES, VASES	1		419.54
INV 692233	18/03/2020 ARROW BRONZE	NICHE WALL PLAQUES, VASES	1	419.54	
EFT23864	01/05/2020 ASB MARKETING	SUPPLY DISPOSABLE FACE MASKS	1		1,705.00
INV 229863	03/04/2020 ASB MARKETING	SUPPLY DISPOSABLE FACE MASKS	1	1,705.00	
EFT23865	01/05/2020 ASHLEY ROBERT GARRATT	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,243.77
INV CRS PMT	30/04/2020 ASHLEY ROBERT GARRATT	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,243.77	
EFT23866	01/05/2020 ASTRO SYNTHETIC SURFACES PTY LTD	MANUFACTURE ASTRO TURF TOP CRICKET PITCH COVER FOR FORREST OVAL INCLUDING DELIVERY COST	1		12,509.20
INV 00000890	22/04/2020 ASTRO SYNTHETIC SURFACES PTY LTD	MANUFACTURE ASTRO TURF TOP CRICKET PITCH COVER FOR FORREST OVAL INCLUDING DELIVERY COST	1	12,509.20	
EFT23867	01/05/2020 ASV SALES & SERVICE (WA) PTY LTD	SUPPLY 2 X 0702-441 TRACK 15 X 166 PREMIUM QUALITY FOR SKID STEER - P170	1		4,444.07
INV 240714	16/04/2020 ASV SALES & SERVICE (WA) PTY LTD	SUPPLY 2 X 0702-441 TRACK 15 X 166 PREMIUM QUALITY FOR SKID STEER - P170	1	4,444.07	
EFT23868	01/05/2020 AUSTRALIAN SERVICES UNION	UNION FEES	1		310.80
INV	07/04/2020 AUSTRALIAN SERVICES UNION	UNION FEES		155.40	
INV	21/04/2020 AUSTRALIAN SERVICES UNION	UNION FEES		155.40	
EFT23869	01/05/2020 AUSTRALIAN TAXATION OFFICE	BAS - MARCH 2020	1		70,621.00
INV BAS -	20/03/2020 AUSTRALIAN TAXATION OFFICE	BAS - MARCH 2020	1	70,621.00	
EFT23870	01/05/2020 AVON EXPRESS	FREIGHT - 16/3/20	1		38.50
INV AE7870	17/03/2020 AVON EXPRESS	FREIGHT - 16/3/20	1	38.50	

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EFT23871	01/05/2020 AVON VALLEY TYRE SERVICE	REPAIR TYRE ON THE LOADER, MAKE UP HYDRAULIC HOSE ON THE LOADER Y600 AND REPAIR TYRE ON UTE Y211	1		252.32
INV 00016145	30/03/2020 AVON VALLEY TYRE SERVICE	REPAIR TYRE ON THE LOADER, MAKE UP HYDRAULIC HOSE ON THE LOADER Y600 AND REPAIR TYRE ON UTE Y211	1	252.32	
EFT23872	01/05/2020 BUSH CONTRACTING PTY LTD	FLOAT LOADER FROM SHIRE DEPOT TO GREEN HILLS SOUTH ROAD 30/3/20	1		396.00
INV 5256	12/04/2020 BUSH CONTRACTING PTY LTD	FLOAT LOADER FROM SHIRE DEPOT TO GREEN HILLS SOUTH ROAD 30/3/20	1	396.00	
EFT23873	01/05/2020 CARLY LOUISE RUNDLE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (CLOTHING AND 1 X PAIR OF WORK SHOES) - CARLY RUNDLE	1		320.91
INV REIMBURSE	21/04/2020 CARLY LOUISE RUNDLE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (CLOTHING AND 1 X PAIR OF WORK SHOES) - CARLY RUNDLE	1	320.91	
EFT23874	01/05/2020 CASTLE HOTEL	REFRESHMENTS FOR THE BUSINESS FORUM BEING HELD ON 17 MARCH 2020	1		371.37
INV 00000251	17/03/2020 CASTLE HOTEL	REFRESHMENTS FOR THE BUSINESS FORUM BEING HELD ON 17 MARCH 2020	1	371.37	
EFT23875	01/05/2020 CASTLEDINE & CASTLEDINE	STAGE 1 - SHIRE OF YORK BRANDING AND INCLUDING VIDEO PRODUCTION	1		6,028.00
INV 3423	21/04/2020 CASTLEDINE & CASTLEDINE	STAGE 1 - SHIRE OF YORK BRANDING AND INCLUDING VIDEO PRODUCTION	1	6,028.00	
EFT23876	01/05/2020 CATERLINK	YRCC - COMMERCIAL DISHWASHER TO REPLACE INOPERATIVE ORIGINAL UNIT (ELECTROLUX)	1		4,954.40
INV 421220	22/04/2020 CATERLINK	YRCC - COMMERCIAL DISHWASHER TO REPLACE INOPERATIVE ORIGINAL UNIT (ELECTROLUX)	1	4,954.40	
EFT23877	01/05/2020 CENTRAL DISTRICTS AIRCONDITIONING (CDA)	WINTER CLOSE DOWN SERVICE OF EVAPORATIVE AIR CONDITIONERS - TOWN HALL AND 2 DINSDALE ST	1		352.00
INV 00007958	14/04/2020 CENTRAL DISTRICTS AIRCONDITIONING (CDA)	WINTER CLOSE DOWN SERVICE OF EVAPORATIVE AIR CONDITIONERS - TOWN HALL AND 2 DINSDALE ST	1	352.00	
EFT23878	01/05/2020 CJD EQUIPMENT PTY LTD	SUPPLY GRADER BEARINGS AND WEAR PLATES	1		817.06
INV 2026363	23/04/2020 CJD EQUIPMENT PTY LTD	SUPPLY GRADER BEARINGS X 4 - Y205 & Y130	1	764.61	
INV 2026359	23/04/2020 CJD EQUIPMENT PTY LTD	SUPPLY GRADER WEAR PLATES X 4 - Y205 & Y130	1	52.45	
EFT23879	01/05/2020 COLAS WEST AUSTRALIA PTY LTD	BITUMEN SEALING WORK - DOODENANNING RD, MANNAVALE RD AND WATERFALL RD (TENDER T05-2020)	1		137,432.53

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INV 008268	03/04/2020 COLAS WEST AUSTRALIA PTY LTD	BITUMEN SEALING WORK - DOODENANNING RD, MANNAVALE RD AND WATERFALL RD (TENDER T05-2020)	1	137,432.53	
EFT23880	01/05/2020 DARRYS PLUMBING AND GAS	REPLACE CIRCULATION PUMP AND FITTINGS - UNIT 1, 40 MACARTNEY ST	1		693.00
INV 6836	02/04/2020 DARRYS PLUMBING AND GAS	REPLACE CIRCULATION PUMP AND FITTINGS - UNIT 1, 40 MACARTNEY ST	1	693.00	
EFT23881	01/05/2020 DAVID THOMAS WALLACE	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,243.77
INV CRS PMT	30/04/2020 DAVID THOMAS WALLACE	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,243.77	
EFT23882	01/05/2020 DENESE EILEEN SMYTHE	COUNCILLOR ALLOWANCES - APRIL 2020	1		3,238.86
INV CRS PMT	30/04/2020 DENESE EILEEN SMYTHE	COUNCILLOR ALLOWANCES - APRIL 2020	1	3,238.86	
EFT23883	01/05/2020 DENIS CHARLES WARNICK	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,590.40
INV CRS PMT	30/04/2020 DENIS CHARLES WARNICK	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,590.40	
EFT23884	01/05/2020 EMERGE ASSOCIATES	SIGNAGE DESIGN FOR AVON AND SKATE PARK AS PER INSTRUCTION	1		792.00
INV 20459	31/01/2020 EMERGE ASSOCIATES	SIGNAGE DESIGN FOR AVON AND SKATE PARK AS PER INSTRUCTION	1	792.00	
EFT23885	01/05/2020 ROUS ELECTRICAL	INSTALLATION OF OVEN AT UNIT 1 (40) MACARTNEY ST	1		330.00
INV 0000251	23/04/2020 ROUS ELECTRICAL	INSTALLATION OF OVEN AT UNIT 1 (40) MACARTNEY ST	1	330.00	
EFT23886	01/05/2020 FOCUS NETWORKS	SUPPORT & PROJECT WORK - INFOCOUNCIL UPGRADE	1		3,036.00
INV 8632G	15/04/2020 FOCUS NETWORKS	SUPPORT & PROJECT WORK - INFOCOUNCIL UPGRADE	1	3,036.00	
EFT23887	01/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY OF CONCRETE HEAD WALLS 3CM 20:20 CONCRETE FOR MOKINE ROAD DRAINAGE WORKS	1		819.50
INV	07/04/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY OF CONCRETE HEAD WALLS 3CM 20:20 CONCRETE FOR MOKINE ROAD DRAINAGE WORKS	1	819.50	
EFT23888	01/05/2020 INK STATION	SUPPLY TONER CARTRIDGES - HP LASERJET PRO (CF226X) X 2/ HP LASERJET PRO (CF280X) X 2	1		1,236.07
INV 2651694	28/04/2020 INK STATION	SUPPLY TONER CARTRIDGES - HP LASERJET PRO (CF226X) X 2/ HP LASERJET PRO (CF280X) X 2	1	1,236.07	
EFT23889	01/05/2020 ITR PACIFIC PTY LTD	SUPPLY GRADER BLADES - Y205 & Y130	1		914.43
INV 354904	09/04/2020 ITR PACIFIC PTY LTD	SUPPLY GRADER BLADES - Y205 & Y130	1	914.43	

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EFT23890	01/05/2020 KEVIN RICHARD TRENT	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,243.77
INV CRS PMT	30/04/2020 KEVIN RICHARD TRENT	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,243.77	
EFT23891	01/05/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1		293.21
INV 00046505	08/04/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1	293.21	
EFT23892	01/05/2020 KRISTY MARIE LIVINGSTONE	REIMBURSE - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - K. LIVINGSTONE	1		229.00
INV REIMBURSE	01/05/2020 KRISTY MARIE LIVINGSTONE	REIMBURSE - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - K. LIVINGSTONE	1	229.00	
EFT23893	01/05/2020 LANDGATE	ANNUAL GENERAL REVALUATION - UNIMPROVED VALUE PROPERTIES 2019/20	1		11,127.92
INV	14/04/2020 LANDGATE	ANNUAL GENERAL REVALUATION - UNIMPROVED VALUE PROPERTIES 2019/20	1	11,127.92	
EFT23894	01/05/2020 MAYDAY EARTHMOVING	DRY HIRE OF SMOOTH DRUM ROLLER 6-11/3/20 INCLUDING MOB AND DEMOB FOR WORK ON DOODENANNING ROAD	1		1,716.00
INV 00074134	20/03/2020 MAYDAY EARTHMOVING	DRY HIRE OF SMOOTH DRUM ROLLER 6-11/3/20 INCLUDING MOB AND DEMOB FOR WORK ON DOODENANNING ROAD	1	1,716.00	
EFT23895	01/05/2020 MJB INDUSTRIES PTY LTD	SUPPLY CONCRETE CULVERTS AND HEADWALLS - GREENHILLS SOUTH RD RTR	1		24,967.80
INV 4578-2	14/04/2020 MJB INDUSTRIES PTY LTD	SUPPLY CONCRETE CULVERTS AND HEADWALLS - GREENHILLS SOUTH RD RTR	1	24,967.80	
EFT23896	01/05/2020 MOORE STEPHENS	FINANCIAL MANAGEMENT AND REPORTING WORKSHOPS - 22 & 29 MAY 2020 - REGISTRATION FOR T. BATEMAN	1		2,191.20
INV 1026	07/04/2020 MOORE STEPHENS	FINANCIAL MANAGEMENT AND REPORTING WORKSHOPS - 22 & 29 MAY 2020 - REGISTRATION FOR T. BATEMAN	1	2,191.20	
EFT23897	01/05/2020 NORM REYNOLDS ELECTRICAL & FURNITURE	SUPPLY WESTINGHOUSE ELECTRIC ELEVATED OVEN WITH SOLID HOTPLATES MODEL WDE135WAL AS PER QUOTE - UNIT 1 (40) MACARTNEY ST	1		2,050.00
INV	20/04/2020 NORM REYNOLDS ELECTRICAL & FURNITURE	SUPPLY WESTINGHOUSE ELECTRIC ELEVATED OVEN WITH SOLID HOTPLATES MODEL WDE135WAL AS PER QUOTE - UNIT 1 (40) MACARTNEY ST	1	2,050.00	
EFT23898	01/05/2020 OFFICEWORKS	OFFICE SUPPLIES	1		1,282.18
INV 48026327	18/04/2020 OFFICEWORKS	SUPPLY BROTHER MFC-L2750DW MULTIFUNCTION PRINTER X 2 - GOVERNANCE/DEPOT ADMIN COMSOL USB PRINTER CABLE X 3 - OFFICE	1	676.59	

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INV 48240391	28/04/2020 OFFICEWORKS	SUPPLY TONER - BROTHER TH1070 X 3 - MFC1810/ BROTHER TN2250 X 3 - MFC2750DW	1	605.59	
EFT23899	01/05/2020 PAMELA HELEN HEATON	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,243.77
INV CRS PMT	30/04/2020 PAMELA HELEN HEATON	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,243.77	
EFT23900	01/05/2020 PHILLIP JOHN BATEMAN	PERFORM 2 DAYS OF INDIGENOUS CONSULTANCY IN RELATION TO THE SHIRE OF YORK MAF AVON RIVER CROSSING PROJECT ON 23/04/2020 & 24/04/2020	1		1,052.64
INV 54	29/04/2020 PHILLIP JOHN BATEMAN	PERFORM 2 DAYS OF INDIGENOUS CONSULTANCY IN RELATION TO THE SHIRE OF YORK MAF AVON RIVER CROSSING PROJECT ON 23/04/2020 & 24/04/2020	1	1,052.64	
EFT23901	01/05/2020 PRESSURE MASTERS	SUPPLY 1 X 20" SS ROTARY WHIRLAWAY ORIGINAL FLOOR CLEANER	1		768.90
INV 60606	16/04/2020 PRESSURE MASTERS	SUPPLY 1 X 20" SS ROTARY WHIRLAWAY ORIGINAL FLOOR CLEANER	1	768.90	
EFT23902	01/05/2020 QUICK CORPORATE AUSTRALIA PTY LTD	SUPPLY CHAIRMATS AND STATIONERY SUPPLIES	1		707.64
INV 01194017	03/04/2020 QUICK CORPORATE AUSTRALIA PTY LTD	SUPPLY CHAIRMATS AND STATIONERY SUPPLIES	1	430.27	
INV 01196581	16/04/2020 QUICK CORPORATE AUSTRALIA PTY LTD	STATIONERY SUPPLIES	1	277.37	
EFT23903	01/05/2020 REGAL MIST FLOWERS	WREATH TO BE LAYED BY SHIRE PRESIDENT 2020 ANZAC DAY	1		80.00
INV 201	23/04/2020 REGAL MIST FLOWERS	WREATH TO BE LAYED BY SHIRE PRESIDENT 2020 ANZAC DAY	1	80.00	
EFT23904	01/05/2020 SHERRIN RENTALS	DRY HIRE OF 24 TONNE MULTI TYRED ROLLER 1-6/4/20 - CAMERON RD	1		1,012.00
INV 5140546	09/04/2020 SHERRIN RENTALS	DRY HIRE OF 24 TONNE MULTI TYRED ROLLER 1-6/4/20 - CAMERON RD	1	1,012.00	
EFT23905	01/05/2020 SHIRE OF BEVERLEY	REIMBURSEMENT - CESM 1/1/20-31/3/20 T. GRANVILLE	1		5,115.32
INV 5969	09/04/2020 SHIRE OF BEVERLEY	REIMBURSEMENT - CESM 1/1/20-31/3/20 T. GRANVILLE	1	5,115.32	
EFT23906	01/05/2020 SPECIALE SMASH REPAIRS	EXCESS FOR INSURANCE CLAIM	1		300.00
INV 18875/2	28/02/2020 SPECIALE SMASH REPAIRS	EXCESS FOR INSURANCE CLAIM	1	300.00	
EFT23907	01/05/2020 STEPHEN EDWARD MUHLEISEN	COUNCILLOR ALLOWANCES - APRIL 2020	1		1,243.77
INV CRS PMT	30/04/2020 STEPHEN EDWARD MUHLEISEN	COUNCILLOR ALLOWANCES - APRIL 2020	1	1,243.77	
EFT23908	01/05/2020 T-QUIP	SUPPLY CENTRE BROOM FOR HAKO POWERBOSS ARMADILLO SWEEPER MACHINE - P151 PART #3305663	1		589.20

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INV 91973#7	21/04/2020 T-QUIP	SUPPLY CENTRE BROOM FOR HAKO POWERBOSS ARMADILLO SWEEPER MACHINE - P151 PART #3305663	1	589.20	
EFT23909	01/05/2020 THE MILL CAFE	REFRESHMENTS FOR PUBLIC BUSINESS FORUM HELD 17 MARCH 2020	1		432.00
INV 1	20/03/2020 THE MILL CAFE	REFRESHMENTS FOR PUBLIC BUSINESS FORUM HELD 17 MARCH 2020	1	432.00	
EFT23910	01/05/2020 TOLL TRANSPORT GROUP	FREIGHT - 8/4/20	1		29.65
INV 0394	12/04/2020 TOLL TRANSPORT GROUP	FREIGHT - 8/4/20	1	29.65	
EFT23911	01/05/2020 VANGUARD PRESS	SUPPLY BUSINESS CARDS - STAFF	1		357.50
INV 025755	21/03/2020 VANGUARD PRESS	SUPPLY BUSINESS CARDS - STAFF	1	357.50	
EFT23912	01/05/2020 VEITCH MECHANICAL	SERVICING AND REPAIRS	1		4,521.00
INV 0188	27/04/2020 VEITCH MECHANICAL	SERVICE AND REPAIRS ON THE STEEL DRUM ROLLER P144 - Y4894	1	495.00	
INV 0190	28/04/2020 VEITCH MECHANICAL	REPAIRS TO THE FUEL SYSTEM ON THE JOHN DEERE LOADER P109 - Y600	1	4,026.00	
EFT23913	01/05/2020 WA CONTRACT RANGER SERVICES PTY LTD	RANGER SERVICES 23/3/20-19/4/20	1		5,005.00
INV 02639	20/04/2020 WA CONTRACT RANGER SERVICES PTY LTD	RANGER SERVICES 23/3/20-19/4/20	1	5,005.00	
EFT23914	01/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN REPAYMENTS	1		46,523.06
INV 66	01/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 66 - LOAN REPAYMENTS (PLANT PURCHASES)		26,841.40	
INV 63	01/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 63 - LOAN REPAYMENTS (CONTRIBUTION TO YORK SOCIETY)		7,688.57	
INV 64	01/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 64 - LOAN REPAYMENTS (FORREST OVAL REDEVELOPMENT)		11,993.09	
EFT23915	01/05/2020 WHEATBELT OFFICE & BUSINESS MACHINES	PHOTOCOPIER CHARGES 4/12/19-11/2/20 - YVC	1		215.05
INV 209002	11/02/2020 WHEATBELT OFFICE & BUSINESS MACHINES	PHOTOCOPIER CHARGES 4/12/19-11/2/20 - YVC	1	215.05	
EFT23916	01/05/2020 YORK AUTO ELECTRICS	SUPPLY OF BATTERY FOR THE ELEVATED WORK PLATFORM	1		176.00
INV 14577	20/04/2020 YORK AUTO ELECTRICS	SUPPLY OF BATTERY FOR THE ELEVATED WORK PLATFORM	1	176.00	
EFT23917	01/05/2020 YORK LANDSCAPE SUPPLIES	SUPPLY 1 X BUCKET OF WHITEWASH SAND - JOAQUINA FOOTPATH	1		19.00

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INV 00005366	23/03/2020 YORK LANDSCAPE SUPPLIES	SUPPLY 1 X BUCKET OF WHITEWASH SAND - JOAQUINA FOOTPATH	1	19.00	
EFT23918	01/05/2020 YORK PAVING SERVICES	USE OF PAVING GEAR FOR JOAQUINA STREET BRICK PAVING	1		275.00
INV ZI9801541	29/04/2020 YORK PAVING SERVICES	USE OF PAVING GEAR FOR JOAQUINA STREET BRICK PAVING	1	275.00	
EFT23919	06/05/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION - 10/4/20	1		12,032.14
INV 00038491	10/04/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION - 10/4/20	1	12,032.14	
EFT23920	06/05/2020 DARREN WALLACE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - DARREN WALLACE	1		179.99
INV	30/04/2020 DARREN WALLACE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - DARREN WALLACE	1	179.99	
EFT23921	06/05/2020 FUEL DISTRIBUTORS	SUPPLY 6000LTS OF DISTILLATE FOR THE DEPOT @ \$1.01177 PER LTR	1		5,950.62
INV 53101148	04/05/2020 FUEL DISTRIBUTORS	SUPPLY 6000LTS OF DISTILLATE FOR THE DEPOT @ \$1.01177 PER LTR	1	5,950.62	
EFT23922	06/05/2020 GEORGE JOHNSON	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - GEORGE JOHNSON	1		150.00
INV	06/05/2020 GEORGE JOHNSON	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE (1 X PAIR OF WORK SHOES) - GEORGE JOHNSON	1	150.00	
EFT23923	06/05/2020 KRISTY MARIE LIVINGSTONE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE - KRISTY LIVINGSTONE	1		72.99
INV	04/05/2020 KRISTY MARIE LIVINGSTONE	REIMBURSEMENT - 19/20 UNIFORM ALLOWANCE - KRISTY LIVINGSTONE	1	72.99	
EFT23924	06/05/2020 LEIGH BARRETT	HERITAGE ADVISORY SERVICES - PLANNING	1		1,750.84
INV SOY002	02/04/2020 LEIGH BARRETT	HERITAGE ADVISORY SERVICES (APRIL 2020) - PLANNING	1	907.50	
INV SOY003	05/05/2020 LEIGH BARRETT	HERITAGE ADVISORY SERVICES (MAY 2020) - PLANNING	1	843.34	
EFT23925	06/05/2020 MAYDAY EARTHMOVING	DRY HIRE COMBO ROLLER R13 12-19/3/20S/D 13/3 INCLUDES MOB AND DEMOB - GREENHILLS WALK TRAIL	1		1,749.00
INV 00074154	20/03/2020 MAYDAY EARTHMOVING	DRY HIRE COMBO ROLLER R13 12-19/3/20S/D 13/3 INCLUDES MOB AND DEMOB - GREENHILLS WALK TRAIL	1	1,749.00	
EFT23926	06/05/2020 SYNERGY	ELECTRICITY	1		9,564.60
INV 785488350	07/04/2020 SYNERGY	ELECTRICITY 10/3/20-7/4/20 - POWERWATCH LIGHTING	1	2,948.88	
INV 335462750	08/04/2020 SYNERGY	ELECTRICITY 11/3/20-8/4/20 - YRCC	1	1,741.59	

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INV 335462800	08/04/2020 SYNERGY	ELECTRICITY 11/3/20-8/4/20 - ADMIN, TOWM HALL & YVC	1	745.21	
INV 254322430	15/04/2020 SYNERGY	ELECTRICITY 12/2/20-16/4/20 - DEPOT	1	918.01	
INV 512901920	16/04/2020 SYNERGY	ELECTRICITY 13/2/20-16/4/20 - FORREST OVAL BORE PUMP	1	104.70	
INV 981500720	16/04/2020 SYNERGY	ELECTRICITY 13/2/20-16/4/20 - CENT UNITS	1	89.12	
INV 640233070	16/04/2020 SYNERGY	ELECTRICITY 13/2/20-16/4/20 - WAR MEMORIAL GARDENS	1	104.70	
INV 102393870	16/04/2020 SYNERGY	ELECTRICITY 13/2/20-16/4/20 - ULSTER RD DAM	1	104.70	
INV 214919920	16/04/2020 SYNERGY	ELECTRICITY 17/2/20-16/4/20 - OLD INFANT HEALTH	1	111.82	
INV 114094980	16/04/2020 SYNERGY	ELECTRICITY 18/2/20-16/4/20 - HOWICK ST TOILETS	1	154.19	
INV	17/04/2020 SYNERGY	ELECTRICITY 14/2/20-17/4/20 - 17 FORBES ST	1	193.68	
INV 108761310	17/04/2020 SYNERGY	ELECTRICITY 17/3/20-17/4/20 - SWIMMING POOL	1	1,108.54	
INV 240740670	17/04/2020 SYNERGY	ELECTRICITY 17/2/20-17/4/20 - OLD CONVENT SCHOOL	1	115.37	
INV 749237470	17/04/2020 SYNERGY	ELECTRICITY 14/2/20-17/4/20 - MT BAKEWELL REPEATER STATION	1	127.99	
INV	21/04/2020 SYNERGY	ELECTRICITY 19/2/20-21/4/20 - CANDICE BATEMAN PARK	1	142.70	
INV 522515390	21/04/2020 SYNERGY	ELECTRICITY 19/2/20-21/4/20 - AVON PARK	1	149.78	
INV 584238150	21/04/2020 SYNERGY	ELECTRICITY 19/2/20-21/4/20 - AVON PARK RETIC PUMP	1	108.25	
INV 468663930	22/04/2020 SYNERGY	ELECTRICITY 19/2/20-22/4/20 - SECURITY LIGHTING	1	108.25	
INV 573203950	22/04/2020 SYNERGY	ELECTRICITY 19/2/20-22/4/20 - RESIDENCY MUSEUM	1	373.53	
INV 314003710	22/04/2020 SYNERGY	ELECTRICITY 19/2/20-22/4/20 - CEMETERY	1	113.59	
EFT23927	06/05/2020 TALIS CONSULTANTS	CLAIM 1 AND CLAIM 2- DESIGN AND SPECIFICATION FOR 2019/20 ROAD PROJECTS AS ACCORDING TO RFQ 08-19/20	1		24,702.70
INV 20036	31/01/2020 TALIS CONSULTANTS	CLAIM 1 - DESIGN AND SPECIFICATION FOR 2019/20 ROAD PROJECTS AS ACCORDING TO RFQ 08-19/20 1. YORK-TAMIN ROAD, RECONSTRUCTION SLK-27-29.55, 2. MOKINE ROAD, CULVERT EXTENSION AND GUARDRAIL SLK 13.59,3. YORK INDUSTRIAL AREA INTERSECTION REDESIGN TO SUIT RAV 4 VEHICLES & 4. YORK BUSINESS AREA ACCESS AND MOBILITY IMPROVEMENTS	1	19,752.70	
INV 20223	29/02/2020 TALIS CONSULTANTS	CLAIM 2 - DESIGN AND SPECIFICATION FOR 2019/20 ROAD PROJECTS AS ACCORDING TO RFQ 08-19/20 1. YORK-TAMIN ROAD, RECONSTRUCTION SLK-27-29.55, 2. MOKINE ROAD, CULVERT EXTENSION AND GUARDRAIL SLK 13.59,3. YORK INDUSTRIAL AREA INTERSECTION REDESIGN TO SUIT RAV 4 VEHICLES & 4. YORK BUSINESS AREA ACCESS AND MOBILITY IMPROVEMENTS	1	4,950.00	

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EFT23928	06/05/2020 YORK HOME HARDWARE	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC) - MARCH 2020	1		556.40
INV YSHIRE	31/03/2020 YORK HOME HARDWARE	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC) - MARCH 2020	1	556.40	
EFT23929	14/05/2020 BUILDING AND ENERGY	BSL REIMBURSEMENT FOR APRIL 2020	2		921.20
INV T6	04/05/2020 BUILDING AND ENERGY	BSL REIMBURSEMENT FOR APRIL 2020	2	921.20	
EFT23930	14/05/2020 CONSTRUCTION TRAINING FUND	CTF COLLECTION FOR APRIL 2020	2		444.45
INV T9	04/05/2020 CONSTRUCTION TRAINING FUND	CTF COLLECTION FOR APRIL 2020	2	444.45	
EFT23931	14/05/2020 JANINE LEWIS	JANINE LEWIS REFUND CAT TRAP BOND #242449	2		89.00
INV T1	30/04/2020 JANINE LEWIS	JANINE LEWIS REFUND CAT TRAP BOND #242449	2	89.00	
EFT23932	14/05/2020 KEVIN RICHARD TRENT	KEVIN TRENT REFUND CAT TRAP BOND #242574	2		89.00
INV T1	30/04/2020 KEVIN RICHARD TRENT	KEVIN TRENT REFUND CAT TRAP BOND #242574	2	89.00	
EFT23933	14/05/2020 SHIRE OF YORK	BSL & CTF COLLECTION - AGENCY FEE FOR APRIL 2020	2		69.75
INV T6	04/05/2020 SHIRE OF YORK	BSL COLLECTION - AGENCY FEE FOR APRIL 2020	2	45.00	
INV T9	04/05/2020 SHIRE OF YORK	CTF COLLECTION - AGENCY FEE FOR APRIL 2020	2	24.75	
EFT23934	14/05/2020 WAYNE POWELL	WAYNE POWELL REFUND LIBRARY BOND #241799	2		50.00
INV T23	05/05/2020 WAYNE POWELL	WAYNE POWELL REFUND LIBRARY BOND #241799	2	50.00	
EFT23935	18/05/2020 ASB MARKETING	19/20 STAFF UNIFORMS	1		1,639.61
INV 229952	20/04/2020 ASB MARKETING	19/20 STAFF UNIFORMS	1	1,501.06	
INV 230042	07/05/2020 ASB MARKETING	19/20 STAFF UNIFORMS - KERRY BLYDE	1	138.55	
EFT23936	18/05/2020 AVON VALLEY TYRE SERVICE	SUPPLY AND FIT 4 X 1400R24" DOUBLE COIN REM1 TYRES FOR GRADER Y205	1		6,160.00
INV 00016216	05/05/2020 AVON VALLEY TYRE SERVICE	SUPPLY AND FIT 4 X 1400R24" DOUBLE COIN REM1 TYRES FOR GRADER Y205	1	6,160.00	
EFT23937	18/05/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION	1		23,476.27
INV 00037834	28/02/2020 AVON WASTE	DELIVER AND PICK-UP 15CM SKIP BIN TO DISPOSE OF WASTE FROM DEMOLISHED PLAYGROUND AT AVON PARK	1	520.00	
INV 00038500	24/04/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION - 24/4/20	1	22,956.27	

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EFT23938	18/05/2020 BLING DESIGN	DESIGN AND PRINT 1000 X GREENHILLS HERITAGE TRAIL LEAFLETS 130GM MATT ART 16 PANEL INC MAP	1		1,520.00
INV 1795	13/05/2020 BLING DESIGN	DESIGN AND PRINT 1000 X GREENHILLS HERITAGE TRAIL LEAFLETS 130GM MATT ART 16 PANEL INC MAP	1	1,520.00	
EFT23939	18/05/2020 BLUE FORCE PTY LTD	ALARM MONITORING CHARGES 1/5/20-31/5/20 - YVC	1		20.00
INV 107230	01/05/2020 BLUE FORCE PTY LTD	ALARM MONITORING CHARGES 1/5/20-31/5/20 - YVC	1	20.00	
EFT23940	18/05/2020 BOC GASES	SUPPLY VARIOUS GAS & CONTAINER RENTAL 29/3/20-27/4/20	1		62.40
INV	28/04/2020 BOC GASES	SUPPLY VARIOUS GAS & CONTAINER RENTAL 29/3/20-27/4/20	1	62.40	
EFT23941	18/05/2020 BOULEVARD FINE JEWELLERY	PURCHASE OF ONE TROPHY AND TWO ENGRAVING PLATES FOR THE 2019 BEST DECORATED BUSINESS FINALISTS	1		99.00
INV 001-47719	16/12/2019 BOULEVARD FINE JEWELLERY	PURCHASE OF ONE TROPHY AND TWO ENGRAVING PLATES FOR THE 2019 BEST DECORATED BUSINESS FINALISTS	1	99.00	
EFT23942	18/05/2020 BROOKTON RURAL TRADERS	SUPPLY 3 X SHEETS OF FORM PLY FOR MOKINE ROAD	1		255.00
INV 802898	09/04/2020 BROOKTON RURAL TRADERS	SUPPLY 3 X SHEETS OF FORM PLY FOR MOKINE ROAD	1	255.00	
EFT23943	18/05/2020 BUSH CONTRACTING PTY LTD	WET HIRE OF VARIOUS PLANT FOR VARIOUS ROAD WORKS	1		74,250.00
INV 5246	08/03/2020 BUSH CONTRACTING PTY LTD	WET HIRE SEMI SIDE TIPPERS 19-25/2/20 (87HRS) - WATERFALL ROAD RTR	1	12,919.50	
INV 5243	08/03/2020 BUSH CONTRACTING PTY LTD	WET HIRE OF 2 X SEMI SIDE TIPPERS 11-13/2/20 (54HRS) - MANNAVALE ROAD - R2R PROJECT 2014/15 - WIDEN & RECONSTRUCT	1	8,019.00	
INV 5242	08/03/2020 BUSH CONTRACTING PTY LTD	WET HIRE OF 2 X SEMI SIDE TIPPERS (5HRS) 6/2/20 TO CART SURPLUS WASTE FROM AVON PARK TO NORTHAM RUBBISH TIP	1	1,485.00	
INV 5249	22/03/2020 BUSH CONTRACTING PTY LTD	WET HIRE OF 3 X SEMI SIDE TIPPERS 4-9/3/20 (91HRS) - DOODENANNING ROAD GRAVEL/SEAL TENDER - T04 1920	1	13,513.50	
INV 5257	27/04/2020 BUSH CONTRACTING PTY LTD	FLOAT STEEL ROLLER FROM SHIRE DEPOT TO GOLDFIELDS ROAD 16/4/20 AND FLOAT THE LOADER FROM SHIRE DEPOT TO GOLDFIELDS ROAD 17/4/20	1	792.00	
INV 5259	27/04/2020 BUSH CONTRACTING PTY LTD	WET HIRE OF VARIOUS PLANT FOR WORK ON MOKINE ROAD 2-15/4/20	1	20,493.00	
INV 5258	27/04/2020 BUSH CONTRACTING PTY LTD	14 X FLOAT SHIFTS AND WET HIRE SEMI SIDE TIPPERS - MOKINE ROAD 2-8/4/20 AS PER TENDER 04-19/20	1	16,236.00	
INV 5260	01/05/2020 BUSH CONTRACTING PTY LTD	SUPPLY & DELIVER 36M ³ OF SAND FOR AVON PARK	1	792.00	
EFT23944	18/05/2020 COOL CLEAR WATER GROUP LIMITED	WATER FILTRATION UNIT - MAY 2020	1		67.32

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INV 02041880	01/05/2020 COOL CLEAR WATER GROUP LIMITED	WATER FILTRATION UNIT - MAY 2020	1	67.32	
EFT23945	18/05/2020 CREATIVE CONSTRUCTION	REPAIR WATER DAMAGED SHOWER RECESS AS PER QUOTE - UNIT 6, 40 MACARTNEY ST, YORK	1		1,675.30
INV 8737	12/05/2020 CREATIVE CONSTRUCTION	REPAIR WATER DAMAGED SHOWER RECESS AS PER QUOTE - UNIT 6, 40 MACARTNEY ST, YORK	1	1,675.30	
EFT23946	18/05/2020 CREATIVE SPACES	REDESIGN 11 X MAPS FOR CBD WASTEBINS	1		1,485.00
INV 00001587	30/04/2020 CREATIVE SPACES	REDESIGN 11 X MAPS FOR CBD WASTEBINS	1	1,485.00	
EFT23947	18/05/2020 CREDIT MANAGEMENT AUSTRALIA POST	POSTAGE - APRIL 2020	1		1,545.51
INV	03/05/2020 CREDIT MANAGEMENT AUSTRALIA POST	POSTAGE - APRIL 2020	1	1,545.51	
EFT23948	18/05/2020 EMERGE ASSOCIATES	RFQ 07-18/19 AVON PARK UPGRADE, YORK - DESIGN & PROJECT MANAGEMENT	1		3,811.50
INV 20807	30/04/2020 EMERGE ASSOCIATES	RFQ 07-18/19 AVON PARK UPGRADE, YORK - DESIGN & PROJECT MANAGEMENT	1	3,811.50	
EFT23949	18/05/2020 ROUS ELECTRICAL	CHECK SOLAR HWS AND RESET THERMOSTAT - 75 OSNABURG RD, YORK	1		137.50
INV 00002253	01/05/2020 ROUS ELECTRICAL	CHECK SOLAR HWS AND RESET THERMOSTAT - 75 OSNABURG RD, YORK	1	137.50	
EFT23950	18/05/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT	1		6,728.38
INV 10869	30/04/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT - MANAGED PROACTIVE SERVICE/ SERVER/ SWITCHES/ OFFICE365 - MAY 2020	1	396.33	
INV	07/05/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT - HOSTED SERVICES/ FIREWALL/ WIFI/ RECOVERY - MAY 2020	1	3,049.65	
INV	07/05/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT - MANAGED PROACTIVE SERVICE/ SERVER/ SWITCHES/ OFFICE365 - MAY 2020	1	3,282.40	
EFT23951	18/05/2020 H J SCHAUER & J S SCHAUER (CHRIS CLEAN)	CLEANING - APRIL 2020 & MARCH 2020	1		847.50
INV APRIL 2020	30/04/2020 H J SCHAUER & J S SCHAUER (CHRIS CLEAN)	CLEANING - APRIL 2020	1	165.00	
INV MARCH	30/04/2020 H J SCHAUER & J S SCHAUER (CHRIS CLEAN)	CLEANING - MARCH 2020	1	682.50	
EFT23952	18/05/2020 HEARTLANDS VET HOSPITAL	REFUND OVERPAYMENT OF PLANNING APPLICATION P1258-LOT 547 (14) MACARTNEY ST, YORK	1		57.50
INV REFUND	08/04/2020 HEARTLANDS VET HOSPITAL	REFUND OVERPAYMENT OF PLANNING APPLICATION P1258-LOT 547 (14) MACARTNEY ST, YORK	1	57.50	

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EFT23953	18/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY OF 3M ³ OF 40MPA 2080 CONCRETE FOR MOKINE ROAD HEADWALLS	1		908.60
INV	09/04/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY OF 3M ³ OF 40MPA 2080 CONCRETE FOR MOKINE ROAD HEADWALLS	1	908.60	
EFT23954	18/05/2020 INDEPENDENT CONCRETE WA PTY LTD	FORMWORK AND POUR CONCRETE FOR HEADWALL 3 X MEN @ \$1000 PER DAY FOR 4 DAYS - MOKINE RD	1		4,400.00
INV 523	04/05/2020 INDEPENDENT CONCRETE WA PTY LTD	FORMWORK AND POUR CONCRETE FOR HEADWALL 3 X MEN @ \$1000 PER DAY FOR 4 DAYS - MOKINE RD	1	4,400.00	
EFT23955	18/05/2020 IT VISION	MONTHLY PAYROLL SERVICES - APRIL 2020	1		1,885.40
INV 33113	30/04/2020 IT VISION	MONTHLY PAYROLL SERVICES - APRIL 2020	1	1,885.40	
EFT23956	18/05/2020 IXOM OPERATIONS PTY LTD	CHLORINE SERVICE FEES - YORK SWIMMING POOL	1		249.61
INV 6232546	31/03/1930 IXOM OPERATIONS PTY LTD	CHLORINE SERVICE FEES 1/3/20-31/3/20 - YORK SWIMMING POOL	1	126.85	
INV 6244097	30/04/2020 IXOM OPERATIONS PTY LTD	CHLORINE SERVICE FEES 1/4/20-30/4/20 - YORK SWIMMING POOL	1	122.76	
EFT23957	18/05/2020 JASON SIGNMAKERS	SUPPLY 2 X CUSTOM STREET BLADES	1		65.65
INV 208258	12/05/2020 JASON SIGNMAKERS	SUPPLY 2 X CUSTOM STREET BLADES	1	65.65	
EFT23958	18/05/2020 JOHAN BOVENKERK	RATES REFUND FOR ASSESSMENT A60402 27A FRASER ST YORK 6302	1		121.00
INV A60402	08/05/2020 JOHAN BOVENKERK	RATES REFUND FOR ASSESSMENT A60402 27A FRASER ST YORK 6302		121.00	
EFT23959	18/05/2020 KLEENHEAT GAS	FACILTY FEE 190KG - GWANBYGINE PARK	1		299.20
INV 4284342	01/04/2020 KLEENHEAT GAS	FACILTY FEE 190KG - GWANBYGINE PARK	1	299.20	
EFT23960	18/05/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1		366.47
INV 00047027	06/05/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1	366.47	
EFT23961	18/05/2020 KT & JA BINNING	RATES REFUND FOR ASSESSMENT A60963 157 BOYLES RD GREENHILLS WA 6302	1		1,084.30
INV A60963	13/05/2020 KT & JA BINNING	RATES REFUND FOR ASSESSMENT A60963 157 BOYLES RD GREENHILLS WA 6302		1,084.30	
EFT23962	18/05/2020 LANDGATE	CERTIFICATE OF TITLE & GRV INTERIM VALUATIONS G2020/4 7/3/20-3/4/20	1		124.32
INV	27/04/2020 LANDGATE	GRV INTERIM VALUATIONS G2020/4 7/3/20-3/4/20	1	71.92	
INV 1006303	04/05/2020 LANDGATE	CERTIFICATE OF TITLE & EASEMENT E776296 - LOT 13 COWRING ST, KAURING	1	52.40	

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EFT23963	18/05/2020 LOCALISE PTY LIMITED	COMPLETE COMMUNITY ENGAGEMENT REPORT. ADMINISTRATION AND COUNCIL PLAN GUIDANCE WORKSHOPS, PREPARE STRATEGIC COMMUNITY PLAN	1		9,075.00
INV 1559	28/04/2020 LOCALISE PTY LIMITED	COMPLETE COMMUNITY ENGAGEMENT REPORT. ADMINISTRATION AND COUNCIL PLAN GUIDANCE WORKSHOPS, PREPARE STRATEGIC COMMUNITY PLAN	1	9,075.00	
EFT23964	18/05/2020 M2 ON HOLD	CHANGING SHIRE PHONE GREETING MESSAGE & IP PHONE SYSTEM GREETING UPDATE	1		440.00
INV RV41266	03/04/2020 M2 ON HOLD	CHANGING SHIRE PHONE GREETING MESSAGE	1	275.00	
INV RV41375	12/05/2020 M2 ON HOLD	IP PHONE SYSTEM GREETING UPDATE - ADMIN PHONE SYSTEM	1	165.00	
EFT23965	18/05/2020 MARKETFORCE PTY LTD	ADVERTISING LOTS 4869, 5931, 9926 & 26934 GREAT SOUTHERN HWY, SAINT RONANS - PLANNING APPLICATION	1		1,077.32
INV 33177	28/04/2020 MARKETFORCE PTY LTD	ADVERTISING LOTS 4869, 5931, 9926 & 26934 GREAT SOUTHERN HWY, SAINT RONANS WEST AUSTRALIAN 11/04/2020 - PLANNING APPLICATION	1	716.65	
INV 33176	28/04/2020 MARKETFORCE PTY LTD	ADVERTISING LOTS 4869, 5931, 9926 & 26934 GREAT SOUTHERN HWY, SAINT RONANS IN KALAMUNDA ECHO ON 10/04/2020 - PLANNING APPLICATION	1	360.67	
EFT23966	18/05/2020 MJB INDUSTRIES PTY LTD	10 X BC0900045024 900MM SPAN X 450MM HIGH X 2400 LONG BOX CULVERT ROAD LOADING 100KN, B1 EXPOSURE CLASSIFICATION	1		19,184.00
INV 4578-3	29/04/2020 MJB INDUSTRIES PTY LTD	10 X BC0900045024 900MM SPAN X 450MM HIGH X 2400 LONG BOX CULVERT ROAD LOADING 100KN, B1 EXPOSURE CLASSIFICATION	1	19,184.00	
EFT23967	18/05/2020 PARS RURAL PTY LTD	SUPPLY 3 X 20LTR CITRASAN DISINFECTANT	1		420.00
INV D886	04/05/2020 PARS RURAL PTY LTD	SUPPLY 3 X 20LTR CITRASAN DISINFECTANT	1	420.00	
EFT23968	18/05/2020 PHASE 3 LANDSCAPE CONSTRUCTION PTY LTD	CONSTRUCTION OF AVON PARK REDEVELOPMENT PROJECT AS PER TENDER T02-19/20 & SKATE PARK AS PER TENDER - T03-19/20	1		357,904.70
INV 3856	30/04/2020 PHASE 3 LANDSCAPE CONSTRUCTION PTY LTD	CLAIM 3 - CONSTRUCTION OF YORK SKATE PARK AS PER TENDER - T03-19/20	1	137,856.74	
INV 3855	30/04/2020 PHASE 3 LANDSCAPE CONSTRUCTION PTY LTD	CLAIM 5 - CONSTRUCTION OF AVON PARK REDEVELOPMENT PROJECT AS PER TENDER T02-19/20	1	220,047.96	
EFT23969	18/05/2020 PUMA ENERGY AUSTRALIA PTY LTD	FUEL CARD - APRIL 2020	1		913.91
INV	20/04/2020 PUMA ENERGY AUSTRALIA PTY LTD	FUEL CARD - APRIL 2020	1	913.91	
EFT23970	18/05/2020 QUICK CORPORATE AUSTRALIA PTY LTD	OFFICE CHAIR MATS X 9	1		319.00
INV 01197818	21/04/2020 QUICK CORPORATE AUSTRALIA PTY LTD	OFFICE CHAIR MATS X 9	1	319.00	

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EFT23971	18/05/2020 RAECO	BOOK COVERING MATERIAL	1		587.75
INV 553689	21/04/2020 RAECO	BOOK COVERING MATERIAL	1	587.75	
EFT23972	18/05/2020 REOMART WA	SUPPLY 16 X SHEETS OF REOMART RM81 WELDED MESH INCLUDING FREIGHT - GREENHILLS SOUTH RD - RTOR	1		3,044.80
INV I04-158874	01/04/2020 REOMART WA	SUPPLY 16 X SHEETS OF REOMART RM81 WELDED MESH INCLUDING FREIGHT - GREENHILLS SOUTH RD - RTOR	1	3,044.80	
EFT23973	18/05/2020 SANOKIL	MONTHLY SUPPLY & SERVICE OF SANITARY WASTE DISPOSAL UNIT & SERVICE OF NAPPY WASTE DISPOSAL UNITS	1		413.60
INV 20052286	01/05/2020 SANOKIL	MONTHLY SUPPLY & SERVICE OF SANITARY WASTE DISPOSAL UNIT & SERVICE OF NAPPY WASTE DISPOSAL UNITS	1	413.60	
EFT23974	18/05/2020 SEEK LIMITED	ADVERT 29/4/20 - GENERAL HAND PLANT OPERATOR	1		313.50
INV 96787736	29/04/2020 SEEK LIMITED	ADVERT 29/4/20 - GENERAL HAND PLANT OPERATOR	1	313.50	
EFT23975	18/05/2020 SGL CONSULTING GROUP	DRAFT SCOPE FOR TENDER FOR MANAGEMENT OF THE YRCC HOSPITALITY FUNCTION	1		748.00
INV 403	01/05/2020 SGL CONSULTING GROUP	DRAFT SCOPE FOR TENDER FOR MANAGEMENT OF THE YRCC HOSPITALITY FUNCTION	1	748.00	
EFT23976	18/05/2020 SHERRIN RENTALS	DRY HRE OF WATER TRUCK 1-30/4/20 FOR WORK ON VARIOUS SHIRE OF YORK ROADS	1		6,545.00
INV 5141438	30/04/2020 SHERRIN RENTALS	DRY HRE OF WATER TRUCK 1-30/4/20 FOR WORK ON VARIOUS SHIRE OF YORK ROADS	1	6,545.00	
EFT23977	18/05/2020 SHIRE OF NORTHAM	TIPPING FEES - MARCH 2020	1		8,458.45
INV 23505	23/04/2020 SHIRE OF NORTHAM	TIPPING FEES - MARCH 2020	1	8,458.45	
EFT23978	18/05/2020 SMITHS SHELL SERVICE	BUMP FEED HEAD - AUTOCUT 25-2 STIHL & SUPPLY SPARK PLUGS AND LABOUR - MINOR PLANT	1		361.00
INV 18172731	17/04/2020 SMITHS SHELL SERVICE	SUPPLY SPARK PLUGS AND LABOUR - MINOR PLANT	1	96.00	
INV 18173352	28/04/2020 SMITHS SHELL SERVICE	BUMP FEED HEAD - AUTOCUT 25-2 STIHL	1	265.00	
EFT23979	18/05/2020 STATE LIBRARY OF WESTERN AUSTRALIA	FREIGHT RECOUP 19/20 FOR INTERLIBRARY LOANS	1		952.84
INV RI025819	08/05/2020 STATE LIBRARY OF WESTERN AUSTRALIA	FREIGHT RECOUP 19/20 FOR INTERLIBRARY LOANS	1	952.84	

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EFT23980	18/05/2020 T-QUIP	SUPPLY 2 X HAP88001254 BROOM-SIDE POLY BLACK 3300307 FOR SWEEPER - RIDE ON - HAKO POWERBOSS ARMADILLO	1		489.50
INV 92243#7	04/05/2020 T-QUIP	SUPPLY 2 X HAP88001254 BROOM-SIDE POLY BLACK 3300307 FOR SWEEPER - RIDE ON - HAKO POWERBOSS ARMADILLO	1	489.50	
EFT23981	18/05/2020 TOLL TRANSPORT GROUP	FREIGHT 14/4/20 - ITR	1		217.91
INV 0395	19/04/2020 TOLL TRANSPORT GROUP	FREIGHT 14/4/20 - ITR	1	217.91	
EFT23982	18/05/2020 VEITCH MECHANICAL	REPAIR COOLANT LEAK FROM ENGINE AND REPLACE CYLINDER HEAD AND GASKET ON THE MULTI ROLLER - P149	1		5,427.95
INV 0194	27/04/2020 VEITCH MECHANICAL	REPAIR COOLANT LEAK FROM ENGINE AND REPLACE CYLINDER HEAD AND GASKET ON THE MULTI ROLLER - P149	1	5,427.95	
EFT23983	18/05/2020 VOCUS PTY LTD	VOICE & INTERNET SERVICES - ADMINISTRATION SIP/ COMMUNICATIONS CONNECTION - MAY 2020	1		2,070.59
INV P560338	01/05/2020 VOCUS PTY LTD	VOICE & INTERNET SERVICES - ADMINISTRATION SIP/ COMMUNICATIONS CONNECTION - MAY 2020	1	1,116.50	
INV	06/05/2020 VOCUS PTY LTD	VOICE & INTERNET SERVICES - ADMINISTRATION SIP/ COMMUNICATIONS CONNECTION - MAY 2020	1	954.09	
EFT23984	18/05/2020 WINC.	STATIONERY SUPPLIES	1		5.89
INV	07/05/2020 WINC.	STATIONERY SUPPLIES	1	5.89	
EFT23985	18/05/2020 YORK & DISTRICT CO-OPERATIVE LTD	YRCC - MONTHLY FOOD AND BEVERAGE SUPPLIES 19/20	1		7.35
INV 641206173	30/04/2020 YORK & DISTRICT CO-OPERATIVE LTD	YRCC - MONTHLY FOOD AND BEVERAGE SUPPLIES 19/20	1	7.35	
EFT23986	18/05/2020 YORK & DISTRICTS COMMUNITY MATTERS	MONTHLY COMMUNITY UPDATE PAGE - MAY 2020 & ADVERTISING	1		1,744.40
INV 1556	04/05/2020 YORK & DISTRICTS COMMUNITY MATTERS	MONTHLY COMMUNITY UPDATE PAGE - MAY 2020 & ADVERTISING	1	1,744.40	
EFT23987	18/05/2020 YORK COMMUNITY RESOURCE CENTRE INC	YORKIND PRINTING AND SECRETERIAL FEES FOR KIND PACKS	1		650.00
INV 00005321	16/04/2020 YORK COMMUNITY RESOURCE CENTRE INC	YORKIND PRINTING AND SECRETERIAL FEES FOR KIND PACKS	1	650.00	
EFT23988	18/05/2020 YORK PHARMACY	SUPPLY STAFF FLU VACCINATIONS X 8 AND NITRILE GLOVES	1		187.84
INV 243	30/04/2020 YORK PHARMACY	SUPPLY STAFF FLU VACCINATIONS X 8 AND NITRILE GLOVES	1	187.84	
EFT23989	21/05/2020 AFGRI EQUIPMENT AUSTRALIA PTY LTD	6000HR SERVICE ON THE JOHN DEERE LOADER - Y600	1		5,644.00

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INV 1912630	23/03/2020 AFGRI EQUIPMENT AUSTRALIA PTY LTD	6000HR SERVICE ON THE JOHN DEERE LOADER - Y600	1	5,644.00	
EFT23990	21/05/2020 AUSTRALIAN TAXATION OFFICE	BAS - APRIL 2020	1		511.00
INV BAS - APRIL	21/05/2020 AUSTRALIAN TAXATION OFFICE	BAS - APRIL 2020	1	511.00	
EFT23991	21/05/2020 BLUE FORCE PTY LTD	ALARM MONITORING 1/5/20-31/7/20 - RESIDENCY MUSEUM	1		120.08
INV 107310	01/05/2020 BLUE FORCE PTY LTD	ALARM MONITORING 1/5/20-31/7/20 - RESIDENCY MUSEUM	1	120.08	
EFT23992	21/05/2020 DONNA MAE PHELPS	RATES REFUND FOR ASSESSMENT A641 - 193 MCDUGALL RD TALBOT WA 6302	1		121.00
INV A641	21/05/2020 DONNA MAE PHELPS	RATES REFUND FOR ASSESSMENT A641 - 193 MCDUGALL RD TALBOT WA 6302		121.00	
EFT23993	21/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLIES - HEADWALLS, RUBBER RINGS, PIPES INCLUDING TRANSPORT - RRG - YORK-TAMMIN ROAD 2019/20	1		22,076.62
INV	15/04/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLIES - HEADWALLS, RUBBER RINGS, PIPES INCLUDING TRANSPORT - RRG - YORK-TAMMIN ROAD 2019/20	1	22,076.62	
EFT23994	21/05/2020 TALIS CONSULTANTS	DESIGN AND SPECIFICATION FOR 2019/20 ROAD PROJECTS AS ACCORDING TO RFQ 08-19/20 - 1. YORK-TAMIN ROAD, RECONSTRUCTION SLK-27-29.55 AND 2. MOKINE ROAD, CULVERT EXTENSION AND GUARDRAIL SLK 13.59	1		2,373.95
INV 20414	31/03/2020 TALIS CONSULTANTS	DESIGN AND SPECIFICATION FOR 2019/20 ROAD PROJECTS AS ACCORDING TO RFQ 08-19/20 - 1. YORK-TAMIN ROAD, RECONSTRUCTION SLK-27-29.55 AND 2. MOKINE ROAD, CULVERT EXTENSION AND GUARDRAIL SLK 13.59	1	2,373.95	
EFT23995	21/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 62 - LOAN REPAYMENTS (FORREST OVAL REDEVELOPMENT)	1		58,964.58
INV 62	20/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 62 - LOAN REPAYMENTS (FORREST OVAL REDEVELOPMENT)		58,964.58	
EFT23996	21/05/2020 YORK & DISTRICT CO-OPERATIVE LTD	MONTHLY SUPPLIES & REFRESHMENTS (ADMIN, YVC, & DEPOT) - APRIL 2020	1		668.55
INV 64105928	30/04/2020 YORK & DISTRICT CO-OPERATIVE LTD	MONTHLY SUPPLIES & REFRESHMENTS (ADMIN, YVC, & DEPOT) - APRIL 2020	1	668.55	
EFT23997	21/05/2020 YORK BUILDING SUPPLIES	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC & MUSEUM) - APRIL 2020	1		833.55
INV APRIL 2020	30/04/2020 YORK BUILDING SUPPLIES	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC & MUSEUM) - APRIL 2020	1	833.55	

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EFT23998	21/05/2020 YORK COMMUNITY FINANCIAL SERVICES - BENDIGO BANK	SUPPLY LARGE PRESENTATION CHEQUE TO BE USED AT VARIOUS EVENTS	1		99.00
INV 00000053	30/04/2020 YORK COMMUNITY FINANCIAL SERVICES - BENDIGO BANK	SUPPLY LARGE PRESENTATION CHEQUE TO BE USED AT VARIOUS EVENTS	1	99.00	
EFT23999	21/05/2020 YORK HOME HARDWARE	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC) - APRIL 2020	1		518.74
INV YSHIRE	30/04/2020 YORK HOME HARDWARE	MONTHLY MAINTENANCE SUPPLIES (DEPOT, ADMIN, YVC, YRCC) - APRIL 2020	1	518.74	
EFT24000	21/05/2020 YORK MENS SHED INC	2019/20 COMMUNITY FUNDING SPONSORSHIP SUPPORT- NEW SHED FOR COMMUNITY PROJECTS	1		2,200.00
INV 19/20	03/04/2020 YORK MENS SHED INC	2019/20 COMMUNITY FUNDING SPONSORSHIP SUPPORT- NEW SHED FOR COMMUNITY PROJECTS	1	2,200.00	
EFT24001	21/05/2020 YORK QUALITY BUTCHERS	SAFETY BONUS 4 X \$100 27/1/20 - 27/4/20 - R. MACKENZIE, N. THOMAS, R. MEGEE & C. STRICKLAND	1		400.00
INV 1536	30/04/2020 YORK QUALITY BUTCHERS	SAFETY BONUS 4 X \$100 27/1/20 - 27/4/20 - R. MACKENZIE, N. THOMAS, R. MEGEE & C. STRICKLAND	1	400.00	
EFT24002	29/05/2020 KATINKA CAROLINE E ALLEN	KATINKA ALLEN CAT TRAP BOND REFUND #242654	2		89.00
INV T1	13/05/2020 KATINKA CAROLINE E ALLEN	KATINKA ALLEN CAT TRAP BOND REFUND #242654	2	89.00	
EFT24003	29/05/2020 MATTHEW FRANK DAVIES	REFUND KERB BOND ON LOT 124 (4) PLAUDIT ST, YORK - REC #235156, PD ON 28/05/2019	2		500.00
INV T4	20/05/2020 MATTHEW FRANK DAVIES	REFUND KERB BOND ON LOT 124 (4) PLAUDIT ST, YORK - REC #235156, PD ON 28/05/2019	2	500.00	
EFT24004	29/05/2020 WHEATBELT NATURAL RESOURCE MANAGEMENT	WHEATBELT NRM REFUND HALL & KEY BOND #240157	2		550.00
INV T83	21/05/2020 WHEATBELT NATURAL RESOURCE MANAGEMENT	WHEATBELT NRM REFUND HALL & KEY BOND #240157	2	550.00	
EFT24005	29/05/2020 ALLROUND CONCRETE	LAYING CONCRETE FOR INSTALLATION OF BOX CULVERTS ON GREENHILLS SOUTH ROAD	1		1,100.00
INV 121211	21/05/2020 ALLROUND CONCRETE	LAYING CONCRETE FOR INSTALLATION OF BOX CULVERTS ON GREENHILLS SOUTH ROAD	1	1,100.00	
EFT24006	29/05/2020 ASB MARKETING	19/20 STAFF UNIFORMS AND HAND SANITISER	1		4,119.83

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INV 230096	15/05/2020 ASB MARKETING	19/20 STAFF UNIFORMS	1	2,421.98	
INV 230124	21/05/2020 ASB MARKETING	SUPPLY 250 X 60ML HAND SANITISER GEL & 100 X 500ML HAND SANITISER GEL - COVID-19	1	1,622.50	
INV 230162	26/05/2020 ASB MARKETING	19/20 STAFF UNIFORMS - DOT BOURNE	1	75.35	
EFT24007	29/05/2020 ASHLEY ROBERT GARRATT	COUNCILLOR ALLOWANCES - MAY 2020	1		1,286.30
INV CRS PMT	29/05/2020 ASHLEY ROBERT GARRATT	COUNCILLOR ALLOWANCES - MAY 2020	1	1,286.30	
EFT24008	29/05/2020 AUSTRALIAN GROWN	YVC 19/20 STAFF UNIFORMS	1		244.97
INV S129033	15/05/2020 AUSTRALIAN GROWN	YVC 19/20 STAFF UNIFORMS	1	244.97	
EFT24009	29/05/2020 AUSTRALIAN SERVICES UNION	UNION FEES	1		310.80
INV	05/05/2020 AUSTRALIAN SERVICES UNION	UNION FEES		155.40	
INV	19/05/2020 AUSTRALIAN SERVICES UNION	UNION FEES		155.40	
EFT24010	29/05/2020 AVON VALLEY TYRE SERVICE	SUPPLY AND INSTALL BATTERY FOR UTE Y770	1		209.00
INV 668	20/05/2020 AVON VALLEY TYRE SERVICE	SUPPLY AND INSTALL BATTERY FOR UTE Y770	1	209.00	
EFT24011	29/05/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION	1		24,017.86
INV 00038923	22/05/2020 AVON WASTE	3 X 4.5M3 SKIP BINS - GREENHILLS CAR PARK & 1 X 4.5M3 SKIP BIN - KAURING OPEN AREA (NEAR RAIL LINE) - BINS TO BE DELIVERED 4 MAY, SERVICESD 11 MAY & SERVICES & REMOVED 18 MAY 2020 - WASTE SERVICES	1	1,210.00	
INV 00038916	22/05/2020 AVON WASTE	RUBBISH/ RECYCLING COLLECTION - 22/5/20	1	22,807.86	
EFT24012	29/05/2020 CASTLE HOTEL	YORKIND SELF ISOLATION SUPPORT CENTRE 2020 - VOLUNTEER THANK YOU COFFEE VOUCHERS	1		40.00
INV 264	15/05/2020 CASTLE HOTEL	YORKIND SELF ISOLATION SUPPORT CENTRE 2020 - VOLUNTEER THANK YOU COFFEE VOUCHERS	1	40.00	
EFT24013	29/05/2020 CENTRAL DISTRICTS AIRCONDITIONING (CDA)	CLEAN FILTERS & SERVICE AIR CONDITIONERS AT SHIRE OF YORK ADMINISTRATION BUILDING	1		720.00
INV 00009187	14/05/2020 CENTRAL DISTRICTS AIRCONDITIONING (CDA)	CLEAN FILTERS & SERVICE AIR CONDITIONERS AT SHIRE OF YORK ADMINISTRATION BUILDING	1	720.00	
EFT24014	29/05/2020 CINDY REA KEEBLE	PURCHASE OF ITEMS FOR THE LIBRARY	1		497.77

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INV	26/05/2020 CINDY REA KEEBLE	PURCHASE OF ITEMS FOR THE LIBRARY	1	497.77	
EFT24015	29/05/2020 COUNTRY COPIERS NORTHAM	SUPPLY 100 PACK OF A4 PRINT LABELS - COVID 19	1		38.10
INV 43479	15/05/2020 COUNTRY COPIERS NORTHAM	SUPPLY 100 PACK OF A4 PRINT LABELS - COVID 19	1	38.10	
EFT24016	29/05/2020 DARRYS PLUMBING AND GAS	PLUMBING SERVICES	1		1,465.00
INV 6912	20/05/2020 DARRYS PLUMBING AND GAS	YRCC - INVESTIGATE DIMINISHED SUPPLY OF HOT WATER THROUGHOUT YRCC INC. GYM AND CHANGEROOMS AND PROVIDE OPTIONS TO FIX THE PROBLEM	1	100.00	
INV 6910	20/05/2020 DARRYS PLUMBING AND GAS	YRCC - REPLACE FAULTY TEMPERING VALVE FOR AWAY CHANGE ROOM URINAL (NO WARRANTY ON LAST REPLACEMENT PART)	1	480.00	
INV 6917	20/05/2020 DARRYS PLUMBING AND GAS	CUT OFF WATER SUPPLY BETWEEN OLD BOWLING GREENS	1	385.00	
INV 6911	20/05/2020 DARRYS PLUMBING AND GAS	YRCC - ATTEND AND FIX MULTIPLE LEAKING SINKS AND BLOCKED	1	500.00	
EFT24017	29/05/2020 DAVID THOMAS WALLACE	COUNCILLOR ALLOWANCES - MAY 2020	1		1,286.30
INV CRS PMT	29/05/2020 DAVID THOMAS WALLACE	COUNCILLOR ALLOWANCES - MAY 2020	1	1,286.30	
EFT24018	29/05/2020 DENESE EILEEN SMYTHE	COUNCILLOR ALLOWANCES - MAY 2020	1		3,347.88
INV CRS PMT	29/05/2020 DENESE EILEEN SMYTHE	COUNCILLOR ALLOWANCES - MAY 2020	1	3,347.88	
EFT24019	29/05/2020 DENIS CHARLES WARNICK	COUNCILLOR ALLOWANCES - MAY 2020	1		1,644.48
INV CRS PMT	29/05/2020 DENIS CHARLES WARNICK	COUNCILLOR ALLOWANCES - MAY 2020	1	1,644.48	
EFT24020	29/05/2020 DEPARTMENT OF FIRE & EMERGENCY SERVICES (DFES)	19/20 ESL - QUARTER 4	1		23,817.11
INV 150689	21/05/2020 DEPARTMENT OF FIRE & EMERGENCY SERVICES (DFES)	19/20 ESL - QUARTER 4	1	23,817.11	
EFT24021	29/05/2020 DY-MARK (WA) PTY LTD	SUPPLY 40013511 36 X SPRAY & MARK WHITE 350G AND 40013529 12 X SPRAY & MARK F/PINK 350G -DEPOT	1		365.37
INV 1182502	13/05/2020 DY-MARK (WA) PTY LTD	SUPPLY 40013511 36 X SPRAY & MARK WHITE 350G AND 40013529 12 X SPRAY & MARK F/PINK 350G -DEPOT	1	365.37	
EFT24022	29/05/2020 EMERGE ASSOCIATES	RFQ 07-18/19 AVON PARK UPGRADE, YORK - DESIGN & PROJECT MANAGEMENT	1		2,574.00
INV 20560	29/02/2020 EMERGE ASSOCIATES	RFQ 07-18/19 AVON PARK UPGRADE, YORK - DESIGN & PROJECT MANAGEMENT	1	2,574.00	

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EFT24023	29/05/2020 FIRE MITIGATION SERVICES PTY LTD	FIRE MITIGATION WORKS AS PER ATTACHED SCHEDULE - COUNCIL ITEM SY151-10/19	1		165,000.00
INV 00000434	30/04/2020 FIRE MITIGATION SERVICES PTY LTD	FIRE MITIGATION WORKS AS PER ATTACHED SCHEDULE - COUNCIL ITEM SY151-10/19	1	165,000.00	
EFT24024	29/05/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT - MANAGED PROACTIVE SERVICE/ SERVER/ SWITCHES/ OFFICE365 - APRIL 2020	1		2,948.51
INV	14/04/2020 FOCUS NETWORKS	MONTHLY COMPUTER SUPPORT - MANAGED PROACTIVE SERVICE/ SERVER/ SWITCHES/ OFFICE365 - APRIL 2020	1	2,948.51	
EFT24025	29/05/2020 FUEL DISTRIBUTORS	SUPPLY 7000LTS OF DISTILLATE FOR THE DEPOT	1		7,583.87
INV 39101930	27/05/2020 FUEL DISTRIBUTORS	SUPPLY 7000LTS OF DISTILLATE FOR THE DEPOT	1	7,583.87	
EFT24026	29/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY & DELIVER CONCRETE TO VARIOUS ROADS	1		7,000.95
INV	15/04/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY 4CM OF 40MPA 2080 CONCRETE FOR MOKINE ROAD HEADWALLS	1	1,771.00	
INV	06/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY 3.5CM OF 2080 CONCRETE FOR GOLDFIELDS ROAD	1	1,136.85	
INV	18/05/2020 HOLCIM AUSTRALIA PTY LTD	SUPPLY & DELIVER 13 CUBIC METERS OF 40-20-80 CONCRETE TO GREENHILLS SOUTH ROAD	1	4,093.10	
EFT24027	29/05/2020 IT VISION	MONTHLY PAYROLL SERVICES - MAY 2020	1		1,885.40
INV 33198	15/05/2020 IT VISION	MONTHLY PAYROLL SERVICES - MAY 2020	1	1,885.40	
EFT24028	29/05/2020 JULES SHOPPE	CATERING / WELFARE FOR BRIGADE TRAINING EXERCISE - EMERGENCY SERVICES AND YORKIND SELF ISOLATION SUPPORT CENTRE 2020 - VOLUNTEER THANK YOU COFFEE VOUCHERS	1		138.60
INV 36	14/05/2020 JULES SHOPPE	YORKIND SELF ISOLATION SUPPORT CENTRE 2020 - VOLUNTEER THANK YOU COFFEE VOUCHERS	1	40.00	
INV 37	16/05/2020 JULES SHOPPE	CATERING / WELFARE FOR BRIGADE TRAINING EXERCISE - EMERGENCY SERVICES	1	98.60	
EFT24029	29/05/2020 KEVIN RICHARD TRENT	COUNCILLOR ALLOWANCES - MAY 2020	1		1,286.30
INV CRS PMT	29/05/2020 KEVIN RICHARD TRENT	COUNCILLOR ALLOWANCES - MAY 2020	1	1,286.30	
EFT24030	29/05/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1		95.54
INV 00047509	20/05/2020 KLEENWEST DISTRIBUTORS	CLEANING & SANITARY PRODUCTS	1	95.54	
EFT24031	29/05/2020 KPC HANDYMAN SERVICES	PAINTING UNIT 6 (40) MACARTNEY ST, YORK AS PER QUOTE - CENTENNIAL UNITS	1		667.50

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INV 202001	22/05/2020 KPC HANDYMAN SERVICES	PAINTING UNIT 6 (40) MACARTNEY ST, YORK AS PER QUOTE - CENTENNIAL UNITS	1	667.50	
EFT24032	29/05/2020 LANDGATE	MINIING TENEMENTS VALUATION ROLL	1		238.25
INV	19/05/2020 LANDGATE	MINIING TENEMENTS VALUATION ROLL	1	238.25	
EFT24033	29/05/2020 MAL AUTOMOTIVES	REPAIRS TO THE SIDE DOOR ON THE COMMUNITY BUS 1CAE874	1		550.00
INV 21/5/20	21/05/2020 MAL AUTOMOTIVES	REPAIRS TO THE SIDE DOOR ON THE COMMUNITY BUS 1CAE874	1	550.00	
EFT24034	29/05/2020 NETLINK GROUP PTY LTD	PHONE SYSTEM SETUP CHANGES COVID-19 CHANGE OF PHONE PROGRAMMING	1		816.75
INV 36370	30/04/2020 NETLINK GROUP PTY LTD	PHONE SYSTEM SETUP CHANGES COVID-19 CHANGE OF PHONE PROGRAMMING	1	544.50	
INV 36455	30/04/2020 NETLINK GROUP PTY LTD	PHONE DIVERSION WORKS - VISITOR CENTRE YORKIND OPERATIONS	1	272.25	
EFT24035	29/05/2020 OFFICEWORKS	SUPPLY COMSOLE DISPLAY PORT/ HDMI ADAPATOR X 2/ HP 24" MONITOR - RECORDS	1		273.71
INV 48636446	19/05/2020 OFFICEWORKS	SUPPLY COMSOLE DISPLAY PORT/ HDMI ADAPATOR X 2/ HP 24" MONITOR - RECORDS	1	273.71	
EFT24036	29/05/2020 PAMELA HELEN HEATON	COUNCILLOR ALLOWANCES - MAY 2020	1		1,286.30
INV CRS PMT	29/05/2020 PAMELA HELEN HEATON	COUNCILLOR ALLOWANCES - MAY 2020	1	1,286.30	
EFT24037	29/05/2020 QUICK CORPORATE AUSTRALIA PTY LTD	STATIONERY SUPPLIES	1		46.27
INV 01200879	04/05/2020 QUICK CORPORATE AUSTRALIA PTY LTD	STATIONERY SUPPLIES	1	46.27	
EFT24038	29/05/2020 ROUS ELECTRICAL	REPLACE LIGHT IN DISABLED TOILET - AVON PARK TOILETS	1		165.00
INV 00002276	15/05/2020 ROUS ELECTRICAL	REPLACE LIGHT IN DISABLED TOILET - AVON PARK TOILETS	1	165.00	
EFT24039	29/05/2020 SCREAIGHS	FREIGHT	1		161.23
INV 00310315	19/05/2020 SCREAIGHS	YRCC - FREIGHT 11/5/20 FOR REPLACEMENT KITCHEN DISHWASHER UNIT (WASHTEC XP)	1	118.17	
INV 00310328	26/05/2020 SCREAIGHS	FREIGHT TO SHIRE DEPOT 19/5/20 40013511 36 X SPRAY & MARK WHITE 350G 40013529 12 X SPRAY & MARK F/PINK 350G	1	43.06	
EFT24040	29/05/2020 SEEK LIMITED	ADVERT PLACED IN SEEK FOR EMCCS	1		313.50
INV 96809943	21/05/2020 SEEK LIMITED	ADVERT PLACED IN SEEK FOR EMCCS	1	313.50	

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EFT24041	29/05/2020 SHIRE OF KONDININ	LONG SERVICE LEAVE - MRS SACHA AKKERSON-WERTH	1		2,293.68
INV 6697	14/05/2020 SHIRE OF KONDININ	LONG SERVICE LEAVE - MRS SACHA AKKERSON-WERTH	1	2,293.68	
EFT24042	29/05/2020 SIGNARAMA WELSHPOOL	PROTECTIVE CLEAR SCREENS FOR FRONT COUNTER & VISITOR CENTRE X 5 - ADMIN	1		928.40
INV 41170	12/05/2020 SIGNARAMA WELSHPOOL	PROTECTIVE CLEAR SCREENS FOR FRONT COUNTER & VISITOR CENTRE X 5 - ADMIN	1	928.40	
EFT24043	29/05/2020 STEPHEN EDWARD MUHLEISEN	COUNCILLOR ALLOWANCES - MAY 2020	1		1,286.30
INV CRS PMT	29/05/2020 STEPHEN EDWARD MUHLEISEN	COUNCILLOR ALLOWANCES - MAY 2020	1	1,286.30	
EFT24044	29/05/2020 SUJAN BHATTARAI	REIMBURSEMENT - 19/20 STAFF UNIFORM ALLOWANCE (1 X PAIR OF SHOES)	1		239.00
INV	18/05/2020 SUJAN BHATTARAI	REIMBURSEMENT - 19/20 STAFF UNIFORM ALLOWANCE (1 X PAIR OF SHOES)	1	239.00	
EFT24045	29/05/2020 SYNERGY	ELECTRICITY	1		2,383.35
INV 335462750	13/05/2020 SYNERGY	ELECTRICITY 8/4/20-13/5/20 - YRCC	1	1,281.69	
INV 335462800	13/05/2020 SYNERGY	ELECTRICITY 8/4/20-13/5/20 - ADMIN, TOWN HALL & YVC	1	832.68	
INV 108761310	19/05/2020 SYNERGY	ELECTRICITY 17/4/20-19/5/20 - SWIMMING POOL	1	268.98	
EFT24046	29/05/2020 T-QUIP	SUPPLY 2 X HAP88001254 BROOM-SIDE POLY BLACK 3300307 SWEEPER - RIDE ON - HAKO POWERBOSS ARMADILLO	1		466.20
INV 91730#5	07/04/2020 T-QUIP	SUPPLY 2 X HAP88001254 BROOM-SIDE POLY BLACK 3300307 SWEEPER - RIDE ON - HAKO POWERBOSS ARMADILLO	1	466.20	
EFT24047	29/05/2020 TOLL TRANSPORT GROUP	FREIGHT - 22-23/4/20	1		28.11
INV 0396	26/04/2020 TOLL TRANSPORT GROUP	FREIGHT - 22-23/4/20	1	28.11	
EFT24048	29/05/2020 VANGUARD PRESS	SUPPLY 3000 X WINDOW FACED ENVELOPES	1		423.50
INV 026196	13/05/2020 VANGUARD PRESS	SUPPLY 3000 X WINDOW FACED ENVELOPES	1	423.50	
EFT24049	29/05/2020 WA CONTRACT RANGER SERVICES PTY LTD	RANGER SERVICES - 20/4/20-17/5/20	1		5,285.50
INV 02686	18/05/2020 WA CONTRACT RANGER SERVICES PTY LTD	RANGER SERVICES - 20/4/20-17/5/20	1	5,285.50	
EFT24050	29/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 65 - LOAN REPAYMENTS (CONTRIBUTION TO YORK SOCIETY)	1		3,697.09
INV 65	29/05/2020 WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 65 - LOAN REPAYMENTS (CONTRIBUTION TO YORK SOCIETY)		3,697.09	

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EFT24051	29/05/2020 WHEATBELT OFFICE & BUSINESS MACHINES	PHOTOCOPIER CHARGES - 3/4/20-13/5/20	1		466.87
INV 209549	13/05/2020 WHEATBELT OFFICE & BUSINESS MACHINES	PHOTOCOPIER CHARGES - 3/4/20-13/5/20	1	466.87	
EFT24052	29/05/2020 WINC.	STATIONERY SUPPLIES	1		89.24
INV	04/05/2020 WINC.	STATIONERY SUPPLIES	1	89.24	
EFT24053	29/05/2020 YORK COMBINED SHEARING	REMOVE OLD FENCE & INSTALL NEW COLORBOND NEETASCREEN FENCE 1.2M HIGH (DEC 2014) - 75 OSNABURG RD	1		3,388.00
INV 0099	26/04/2020 YORK COMBINED SHEARING	REMOVE OLD FENCE & INSTALL NEW COLORBOND NEETASCREEN FENCE 1.2M HIGH (DEC 2014) - 75 OSNABURG RD	1	3,388.00	
EFT24054	29/05/2020 YORK COMMUNITY RESOURCE CENTRE INC	HIRE OF YORK INFORMATION PAGES IN THE YORK BUSINESS DIRECTORY 2020/2021	1		1,417.50
INV 00005325	01/04/2020 YORK COMMUNITY RESOURCE CENTRE INC	HIRE OF YORK INFORMATION PAGES IN THE YORK BUSINESS DIRECTORY 2020/2021	1	1,417.50	
EFT24055	29/05/2020 YORK JUNIOR NETBALL ASSOCIATION INC	19/20 COMMUNITY SPONSORSHIP COUNCIL RESOLUTION 311119 - SUPPORT FOR THE YORK JUNIOR NETBALL CLUB TO PURCHASE CLUB UNIFORMS	1		2,028.00
INV	27/05/2020 YORK JUNIOR NETBALL ASSOCIATION INC	19/20 COMMUNITY SPONSORSHIP COUNCIL RESOLUTION 311119 - SUPPORT FOR THE YORK JUNIOR NETBALL CLUB TO PURCHASE CLUB UNIFORMS	1	2,028.00	
31827	21/05/2020 SHIRE OF YORK	LICENSING 6MNTHS - 1GTN498	1		203.05
INV 1GTN498	25/04/2020 SHIRE OF YORK	LICENSING 6MNTHS - 1GTN498	1	203.05	
31828	21/05/2020 TELSTRA	SHIRE PHONES	1		2,534.57
INV	11/04/2020 TELSTRA	SHIRE MOBILE PHONES 11/4/20-10/5/20	1	1,376.79	
INV	02/05/2020 TELSTRA	SHIRE PHONES 25/4/20-24/5/20	1	1,157.78	
31829	21/05/2020 WEST AUSTRALIAN NEWSPAPERS	NEWSPAPERS - 24/4/20-17/7/20	1		106.80
INV 100187	24/04/2020 WEST AUSTRALIAN NEWSPAPERS	NEWSPAPERS - 24/4/20-17/7/20	1	106.80	
DD14729.1	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1		11,217.29
INV SUPER	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	8,640.05	
INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	1,615.25	
INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	139.10	
INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	422.80	

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INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	140.00	
INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	58.17	
INV	05/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	201.92	
DD14729.2	05/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1		1,346.67
INV SUPER	05/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	1,165.04	
INV	05/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	116.63	
INV	05/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	65.00	
DD14729.3	05/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1		1,097.81
INV SUPER	05/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1	816.32	
INV	05/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1	281.49	
DD14729.4	05/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1		901.15
INV SUPER	05/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1	737.37	
INV	05/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1	163.78	
DD14729.5	05/05/2020 AMP RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1		191.84
INV SUPER	05/05/2020 AMP RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1	191.84	
DD14729.6	05/05/2020 UNISUPER LIMITED	SUPERANNUATION CONTRIBUTIONS	1		168.58
INV SUPER	05/05/2020 UNISUPER LIMITED	SUPERANNUATION CONTRIBUTIONS	1	168.58	
DD14729.7	05/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1		1,233.28
INV	05/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1	700.00	
INV SUPER	05/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1	533.28	
DD14729.8	05/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1		489.52
INV	05/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1	125.52	
INV SUPER	05/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1	364.00	
DD14729.9	05/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1		231.66
INV	05/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1	59.40	

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INV SUPER	05/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1	172.26	
DD14732.1	07/05/2020 WATER CORPORATION OF WA	ADDITIONAL WATER SERVICE AT AVON PARK - RFQ 07-18/19 AVON PARK UPGRADE	1		25,823.09
INV	07/05/2020 WATER CORPORATION OF WA	ADDITIONAL WATER SERVICE AT AVON PARK - RFQ 07-18/19 AVON PARK UPGRADE	1	25,823.09	
DD14737.2	04/05/2020 SYNERGY	ELECTRICITY 25/3/20-24/4/20 - STREETLIGHTS	1		6,696.69
INV 467568350	04/05/2020 SYNERGY	ELECTRICITY 25/3/20-24/4/20 - STREETLIGHTS	1	6,696.69	
DD14751.1	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1		11,238.83
INV SUPER	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	8,694.46	
INV	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	1,644.19	
INV	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	139.10	
INV	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	419.16	
INV	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	140.00	
INV	19/05/2020 WA SUPER	SUPERANNUATION CONTRIBUTIONS	1	201.92	
DD14751.2	19/05/2020 CBUS SUPER	SUPERANNUATION CONTRIBUTIONS	1		501.57
INV SUPER	19/05/2020 CBUS SUPER	SUPERANNUATION CONTRIBUTIONS	1	501.57	
DD14751.3	19/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1		1,594.60
INV SUPER	19/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	1,392.18	
INV	19/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	137.42	
INV	19/05/2020 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1	65.00	
DD14751.4	19/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1		1,097.81
INV SUPER	19/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1	816.32	
INV	19/05/2020 SUPER PSH ATF THE SUPERMAX FUND	SUPERANNUATION CONTRIBUTIONS	1	281.49	
DD14751.5	19/05/2020 AMP RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1		191.84
INV SUPER	19/05/2020 AMP RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1	191.84	
DD14751.6	19/05/2020 UNISUPER LIMITED	SUPERANNUATION CONTRIBUTIONS	1		168.58
INV SUPER	19/05/2020 UNISUPER LIMITED	SUPERANNUATION CONTRIBUTIONS	1	168.58	

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DD14751.7	19/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1		1,309.55
INV	19/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1	700.00	
INV SUPER	19/05/2020 ASGARD	SUPERANNUATION CONTRIBUTIONS	1	609.55	
DD14751.8	19/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1		489.52
INV	19/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1	125.52	
INV SUPER	19/05/2020 CARE SUPER	SUPERANNUATION CONTRIBUTIONS	1	364.00	
DD14751.9	19/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1		231.66
INV	19/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1	59.40	
INV SUPER	19/05/2020 HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1	172.26	
DD14729.10	05/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1		988.74
INV	05/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1	585.00	
INV SUPER	05/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1	403.74	
DD14729.11	05/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1		447.29
INV	05/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1	114.69	
INV SUPER	05/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1	332.60	
DD14729.12	05/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1		1,338.62
INV	05/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1	182.78	
INV SUPER	05/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1	1,155.84	
DD14729.13	05/05/2020 IOOF LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1		273.02
INV SUPER	05/05/2020 IOOF LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1	273.02	
DD14729.14	05/05/2020 CBUS SUPER	SUPERANNUATION CONTRIBUTIONS	1		490.31
INV SUPER	05/05/2020 CBUS SUPER	SUPERANNUATION CONTRIBUTIONS	1	490.31	
DD14751.10	19/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1		949.00
INV	19/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1	585.00	
INV SUPER	19/05/2020 BT PANORAMA SUPER	SUPERANNUATION CONTRIBUTIONS	1	364.00	

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DD14751.11	19/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1		463.63
INV	19/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1	118.88	
INV SUPER	19/05/2020 PARAGON SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	1	344.75	
DD14751.12	19/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1		1,508.45
INV	19/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1	186.13	
INV SUPER	19/05/2020 RETAIL EMPLOYEES SUPERANNUATION TRUST	SUPERANNUATION CONTRIBUTIONS	1	1,322.32	
DD14751.13	19/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1		1,010.04
INV	19/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1	166.69	
INV SUPER	19/05/2020 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1	843.35	
DD14751.14	19/05/2020 IOOF LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1		273.02
INV SUPER	19/05/2020 IOOF LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	1	273.02	

REPORT TOTALS

Bank Code	Bank Name	TOTAL
1	MUNICIPAL FUND BANK	1,436,009.44
	DIRECT DEBIT PAYMENTS - UTILITIES	4023.15
2	TRUST FUND BANK	2,802.40
TOTAL		1,442,834.99

**SHIRE OF YORK****BUSINESS CARD SUMMARY
APRIL 2020*****BUSINESS CARD 2 – EXECUTIVE MANAGER CORPORATE AND COMMUNITY SERVICES***

Total purchases April 2020 \$3,646.03

- | | |
|----------|---|
| 1 Apr 20 | Purchase Zoom Pro Licence for remote meetings – Executive Manager Corporate and Community |
| 3 Apr 20 | Purchase Zoom Pro Licence for remote meetings – Chief Executive Officer |
| 8 April | Foxit Software Licences x10 – Administration |

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009670

 SHIRE OF YORK
 PO BOX 22
 YORK WA 6302

Card summary

Account number

Card number

Customer number

Statement period 01/04/2020 to 30/04/2020

Statement number 144 (page 4 of 4)

Any questions?

Contact Graham Edmonds at 114 Avon Tce, York 6302 on **08 9641 2609**, or call **1300 BENDIGO** (1300 236 344).

Bendigo Business Credit Card *(continued)*

Date	Transaction	Withdrawals	Payments
1 Apr 20	ZOOM.AUD, 8887799666 AUS	230.89	
3 Apr 20	ZOOM.AUD, 8887799666 AUS	230.89	
8 Apr 20	FOXIT SOFTWARE INC., 8666936948 US	3,184.25	
TOTALS		\$3,646.03	\$0.00

Bendigo Bank suggests you carefully check all entries on your statement. Apparent errors or possible unauthorised transactions are to be promptly reported to your branch. It is important that you notify Bendigo Bank of any disputed transactions as soon as possible as Bendigo Bank's ability to investigate disputed transactions and to subsequently process a chargeback in your favour is restricted by the time limits imposed under the operating rules of the applicable credit card scheme. If you wish to obtain further information about this product (including your chargeback rights) or you have a question or concern about your account or its operation please contact your local Bendigo Bank Branch (details supplied on the front of the statement).

All card transactions made in currencies other than Australian dollars will incur a fee of 3% of the transaction value. (Additional charges may apply for cash transactions.)

Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879

963BH103 / E-0 / S-2461 / I-2461 / 0013074174002073

SHIRE OF YORK INVESTMENT PORTFOLIO									
31 May 2020									
Deposit Institution	S & P's	Investment Date	Maturity Date		Investment Value	% of total portfolio	Investment Rate	Value at maturity	Total Interest to be paid at maturity
MUNICIPAL - Interest Bearing NCDs/TDs									
Westpac Bank	A1+	Thursday, 3 October 2019	Wednesday, 3 June 2020	244	512,881.78	8%	1.53%	518,127.51	5,245.73
Westpac Bank	A1+	Tuesday, 18 February 2020	Sunday, 21 June 2020	124	502,577.95	8%	1.51%	505,156.11	2,578.16
Westpac Bank	A1+	Wednesday, 18 March 2020	Monday, 29 June 2020	103	503,185.75	8%	1.16%	504,832.89	1,647.14
MUNICIPAL - Interest Bearing NCDs/TDs					1,518,645.48	25%	1.53%	1,528,116.50	9,471.02
MUNICIPAL - Other funds									
Municipal Account 118630623	A2		Sunday, 31 May 2020		735,127.53	12%		735,127.53	0.00
AMP Banking At call	A1		Sunday, 31 May 2020		1,200.21	0%		1,200.21	0.00
AMP Banking Notice	A1		Sunday, 31 May 2020		275,652.09	4%		275,652.09	0.00
Westpac Flex-i	A1+		Sunday, 31 May 2020		5,368.53	0%		5,368.53	0.00
MUNICIPAL - Other					1,017,348.36	17%		1,017,348.36	0.00
RESERVE - Interest Bearing NCDs/TDs									
Westpac Bank	A1+	Tuesday, 3 December 2019	Thursday, 3 September 2020	275	865,736.33	14%	1.53%	875,716.02	9,979.69
Westpac Bank	A1+	Sunday, 22 December 2019	Saturday, 22 August 2020	244	561,372.91	9%	1.58%	567,302.24	5,929.33
National Australia Bank	A1+	Wednesday, 4 March 2020	Wednesday, 1 July 2020	119	482,806.22	8%	1.35%	484,931.23	2,125.01
RESERVE - Interest Bearing NCDs/TDs					1,909,915.46	31%	1.53%	1,927,949.48	18,034.02
RESERVE - Other funds									
Reserve Acct 119521748	A2		Sunday, 31 May 2020		1,238,068.60	20%		1,238,068.60	0.00
RESERVE - Other					1,238,068.60	20%		1,238,068.60	0.00

SHIRE OF YORK INVESTMENT PORTFOLIO										
31 May 2020										
Deposit Institution		S & P's	Investment Date	Maturity Date	Investment Value	% of total portfolio	Investment Rate	Value at maturity	Total Interest to be paid at maturity	
TRUST - Interest Bearing NCDs/TDs										
T2 PREISIG 2509	Bendigo Bank	A2	Friday, 28 February 2020	Wednesday, 30 September 2020	215	33,883.13	1%	1.55%	34,192.49	309.36
T40 I/SECTIONS 2513	Bendigo Bank	A2	Friday, 28 February 2020	Wednesday, 30 September 2020	215	31,787.89	1%	1.55%	32,078.12	290.23
T77 C/OVERS 2514	Bendigo Bank	A2	Friday, 28 February 2020	Wednesday, 30 September 2020	215	61,155.19	1%	1.55%	61,713.55	558.36
					126,826.21	2%	1.55%	127,984.15	1,157.94	
TRUST - Other funds										
Trust Acct 118630649		A2	Sunday, 31 May 2020			318,240.85	5%		318,240.85	0.00
TRUST - Other					318,240.85	5%		318,240.85	0.00	
TOTALS					6,129,045	100%	1.54%	6,157,708	28,663	
Reconciliation										
by rating		Value of Investments/Bank accounts			TD's by bank		Summary of Amount		Bank Accounts - Bendigo Bank	
A1+	3,433,929.47	56%				Bendigo Bank	126,826.21	4%	Muni	735,127.53
A1	276,852.30	5%				AMP Banking	0.00	0%	Reserve	1,238,068.60
A2	2,418,263.19	39%				National Australia B:	482,806.22	14%	Trust	318,240.85
						Westpac Bank	2,945,754.72	83%	AMP At call	1,200.21
									AMP Notice	275,652.09
									Wespac Flex-i	5,368.53
TOTAL		6,129,044.96	100%				3,555,387.15	100%	31-May-20	\$ 2,573,657.81
Interest Earnings										
Fund		Adopted Budget		Year to Date Actual						
Municipal		\$ 30,000.00		\$ 19,078.44						
Reserve		\$ 54,810.00		\$ 19,195.04						
Total		\$ 84,810.00		\$ 38,273.48						