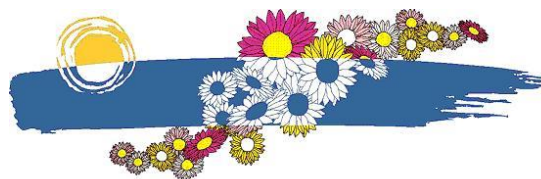




ATTACHMENT BOOK

ORDINARY COUNCIL MEETING
TO BE HELD ON
WEDNESDAY
27 JULY 2022



WILDFLOWER COUNTRY



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WILDFLOWER COUNTRY

FREEDOM OF INFORMATION STATEMENT



FREEDOM OF INFORMATION STATEMENT 2022

This Information Statement is published by the Council in accordance with the requirements of Section 96 of the Freedom of Information Act 1992 (Western Australia).

The Council is pleased to comply with the legislation and welcomes enquiries.

An updated Information Statement will be published at least every 12 months.

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1 MISSION STATEMENT

The Shire of Three Springs operates in a relatively stable environment in which the expectations and requirements of the community and government, as well as environmental and economic factors impact on its activities and overall performance. Council is committed to improve the quality of life of the residents of Three Springs through services based on the principles of quality, equity, value and responsiveness and to ensure operations of the Shire are conducted in a cost efficient and effective manner as not to unfairly impose upon its ratepayers and residents.

Its objectives are to:

- provide high quality roads and other services to residents in the community at reasonable cost;
- strengthen the financial viability of Council by improving efficiency and effectiveness; and
- by recognising the need to be responsible to the electorate in providing information on the activities of the Shire and to involve electors in everyday decision making, to increase the awareness of the Shire's objectives and policies for all those who live and work in the Shire, and to help the community understand the need to reconcile often conflicting factors in planning and providing services.

By these means, the community confidence in the Shire as an efficient provider of services and an effective manager of its resources will be gained.

2 DETAILS OF LEGISLATION ADMINISTERED

Including, yet not limited to:

- Local Government Act 1995
- Freedom of Information Act 1992
- Planning and Development Act 2005
- And all other legislation relevant to Local Government functions

3 COUNCIL STRUCTURE

The Shire of Three Springs consists of seven (7) Councillors including the Shire President. Councillors are elected for a four year term with four members retiring in one election and the balance (three) retiring at the next. Election is held in October of every second year. The President of the Council is elected by the Councillors at the first meeting following the ordinary election. Extraordinary elections are held to fill any vacancies which may have occurred during the year.

Council is the decision making body of all policy matters.

The CEO reports to Council and the present Shire organisational structure is shown in Figure 1 (attached).

4 DETAIL OF DECISION MAKING PROCESS

Ordinary meetings of Full Council are generally held on the fourth Wednesday of every month (except the month of January when Council is in recess and December when the meeting is bought forward by one week), and commence at 5.00 p.m. Members of the public are welcome to attend and Public Question Time is the first item of business.

The main business of the meeting is to consider and make resolutions.

Correspondence and applications on any matters to be considered by Council must be received at the Council office at least one week prior to the week of the Council meeting if they are to be guaranteed of being dealt with at this meeting.

4.1 Minutes

Minutes of Full Council Meetings are placed on display on the Council website within:

- 10 days after Ordinary Council Meeting

5 THREE SPRINGS SHIRE COUNCILLORS

Councillor C. (Chris) Lane (President)	Term expires October 2025
Councillor C. (Chris) Connaughton (Deputy President)	Term expires October 2023
Councillor R. J. (Jim) Heal	Term expires October 2025
Councillor J. D. (Jenny) Mutter	Term expires October 2025
Councillor N. (Nadine) Eva	Term expires October 2023
Councillor J. (Julia) Ennor	Term expires October 2023
Councillor Z. (Zac) Mills	Term expires October 2023

FOR 2021/2022	
COMMITTEE	COUNCIL REPRESENTATIVE
1. Northern Country Zone of WALGA	President, Cr. C Lane & (Proxy) Deputy President Cr. C. Connaughton
2. WALGA Conference	President, Cr. C Lane and Deputy President Cr. C Connaughton
3. Wildflower Regional Tourism Committee	Cr. J Mutter & Cr. J Ennor (Proxy)
4. MRWA Regional Road Group	Deputy President Cr. C Connaughton & Cr. Z Mills (Proxy)
5. Three Springs Local Emergency Management Committee	Cr. R Heal & Cr. N Eva (Proxy)
6. Audit Committee	All Councillors
7. Development Assessment Panel	Deputy President Cr C Connaughton & Cr J Ennor

6 DELEGATIONS

The CEO has the delegated authority from Council to make decisions on a number of specified administrative and policy matters. These delegations are listed in Council's Delegation Register and are reviewed by Council annually. The CEO has the power under the Local Government Act 1995 to sub-delegate these Authorities.

In keeping with the legislative requirement:

- to determine policies to be applied by the Council in exercising its discretionary powers
- to determine the type, range and scope of projects to be undertaken by the Council
- to develop comprehensive management plans, budgets, financial controls and performance objectives and indicators for the operations of the Council

The Council makes decisions which direct and/or determine its activities and functions. Such decisions include the approval of works and services to be undertaken, and the allocation of resources to works and services.

Decisions are also made to determine whether or not approvals are to be granted for applications from residents for various forms of development.

7 SERVICES FOR THE COMMUNITY

Council makes decisions on policy issues relating to services that are provided for members of the public.

These services currently include but are not limited to:

Roads/Footpaths/Kerbing	Stormwater Drainage
Traffic Control Devices	Street Lighting
Street Tree Planting	Refuse Collection & Tip Control
Public Toilets	Public Library
Aged Persons Accommodation	Parks and Reserves
Dog & Cat Control	Planning Controls
Environmental Health Matters	Pest Controls
Town Planning	Occupational Health and Safety
Community Information	Noxious Weed Controls
Building Control	Citizenship Ceremonies
Landcare	

8 PUBLIC PARTICIPATION

8.1 Council Meetings

Members of the public have a number of opportunities to put forward their views on particular issues before Council.

These are:

1. Deputations - With the permission of the Presiding Officer or the President, a member of the public can address a Committee or Council personally or on behalf of a group of residents for a period of time determined by the Committee and/or Council on any issue relevant to Council
2. Presentation to Council with prior notification, approval and arrangement with Council, a member of the public can address Council on any issue relevant to Council
3. Petitions - Written petitions can be addressed to the Council on any issue within the Council's jurisdiction
4. Written Requests - A member of the public can write to the Council on any Council policy, activity or service
5. Elected Members - Member of the Public can contact their Elected Members of Council, to discuss any issue relevant to Council

8.2 Community Consultation

The Council consults with local residents on particular issues that affect their neighbourhood as per the following examples:

1. Electors are invited to attend the annual general meeting of electors to discuss any specific issues over a large range of topics. All residents may attend, but only electors on the Council Electoral roll, are eligible to vote
2. Working Party/Sub-Committee - Local residents are invited to work with Members of Council and staff, to develop strategies to address various matters as they may arise

9 ACCESS TO DOCUMENTS

9.1 Documents Available for Inspection

The following documents are available for public inspection at the Council Office free of charge. Members of the public may purchase copies of these documents and the charges are shown below:

Shire of Three Springs Freedom of Information Statement

Document	Fee
Council Agenda	}
Council Minutes	}
Policy Manual	}
Council Budget	}
Council Annual Financial Statements	}
Council Local Laws	} at the set photocopying rate
Planning/Building Application Register	}
Principal Activities Plan	}
Assessment Book	}
Delegation Register	}
Directional Maps	}
Building Plans	}
Council Town Planning Scheme No. 2	}
Scheme Text	}
Consolidated Roll	\$11.50 complete roll
Owner & Occupier Roll	\$11.50 complete roll

10 OTHER INFORMATION REQUESTS

10.1 FOI Operations:

It is the aim of the agency to make information available promptly and at the least possible cost, and whenever possible documents will be provided outside the FOI process.

If information is not routinely available, *the Freedom of Information Act 1992* provides the right to apply for documents held by the agency and to enable the public to ensure that personal information in the document is accurate, complete, up to date and not misleading.

10.2 Freedom of Information Applications:

Access applications have to-

- be in writing,
- give enough information so that the documentation requested can be identified;
- give an Australian address to which notices can be sent; and
- be lodged at the agency with any application fee payable.

Applications and enquiries should be addressed to the Freedom of Information Coordinator:-

Postal Address:

Shire of Three Springs
PO Box 117
THREE SPRINGS WA 6519

In Person:

132 Railway Road
THREE SPRINGS WA 6519

Application will be acknowledged in writing and the applicant will be notified of the decision within 45 (calendar) days.

10.3 Freedom of Information Charges

A scale of fees and charges are set under the FOI Act Regulations. Apart from the application fee for non – personal information all charges are discretionary. The charges are as follows:-

1. Type of Fee

Personal information about the applicant	No fee
Application fee (for non-personal information)	\$30.00

2. Type of Charge

• Charge for time dealing with application (per hour, or pro rata)	\$30.00
• Access time supervised by staff (per hour, or pro rata)	\$30.00
• Photocopying staff time (per hour, or pro rata)	\$30.00
• Per photocopy	.20cents
• Transcribing from tape, film or computer (per hour, or pro rata)	\$30.00
• Duplicating a tape, film or computer information	Actual cost
• Delivery, packaging and postage	Actual cost

Deposits

• Advance deposit may be required of the estimated charges	25%
• Further advance deposit may be required to meet the charges for dealing with the application	75%

For financially disadvantaged applicants or those issued with prescribed pensioner concession cards, the Charge is reduced by 25%

11 ACCESS ARRANGEMENTS

Access to documents can be granted by way of inspection of a document, a copy of a computer disk or USB drive.

12 NOTICE OF DECISION

As soon as possible but in any case within 45 days the applicant will be provided with a notice of decision which will include details such as –

- the date the decision was made
- the name and designation of the officer who made the decision
- if the document is an exempt document the reasons for classifying the matter exempt;
- or the fact that access is given to an edited document
- information on the right to review and the procedures to be followed to exercise those rights.

Refusal of Access

Applicants who are dissatisfied with a decision of the agency are entitled to ask for an internal review by the agency. Applications should be made in writing within 30 days of receiving the notice of decision.

Applicants will be notified of the outcome of the review within 15 days.

If the applicant disagrees with the result the applicant can apply to the Information Commissioner for an external review, and details would be advised to applicants when the internal review is issued.

Keith Woodward PSM
Chief Executive Officer

ATTACHMENTS

- Application for Access to Documents
- Figure 1 - Corporate Structure

Draft

SHIRE OF THREE SPRINGS
APPLICATION FOR ACCESS TO DOCUMENTS
(Under the Freedom of Information Act 1992, Section 12)

Shire of Three Springs Freedom of Information Statement

DETAILS OF APPLICANT:

Surname: Given Names

Australian Postal Address:

Post Code: Telephone Number(s):

If the application is on behalf of an organisation:

Name of Organisation/Business:

DETAILS OF REQUEST: (please tick) Personal Documents ☐ Non-Personal Documents ☐

I am applying for access to document(s) concerning

(If space provided is not sufficient, please attach details on a separate sheet.)

FORM OF ACCESS: (Please tick appropriate box)

I wish to inspect the document(s) YES ☐ NO ☐

I require a copy of the document(s) YES ☐ NO ☐

I require access in another form YES ☐ NO ☐

(Specify)

FEES AND CHARGES:

Attached is a cheque/cash to the amount of \$ to cover the application fee. I understand that before I obtain access to documents, I may be required to pay processing charges in respect of this application, and that I will be supplied with a statement of charges if appropriate.

In certain cases, a reduction in fees and charges may apply - see section on FEES AND CHARGES on the back of this form. If you consider you are entitled to a reduction, submit a request with copies of documents which address the criteria on the back of this form and support your application for a fee reduction.

I am requesting a reduction in fees and charges: YES ☐ NO ☐ (Please tick appropriate box)

APPLICANT'S SIGNATURE: Date:

(OFFICE USE ONLY)

FOI Reference Number:

Received on:/...../..... Deadline for response:/...../.....

Acknowledgment sent on:/...../.....

Proof of Identity (If applicable)

Type: Sighted: Number:

PLEASE NOTE

FOI Application

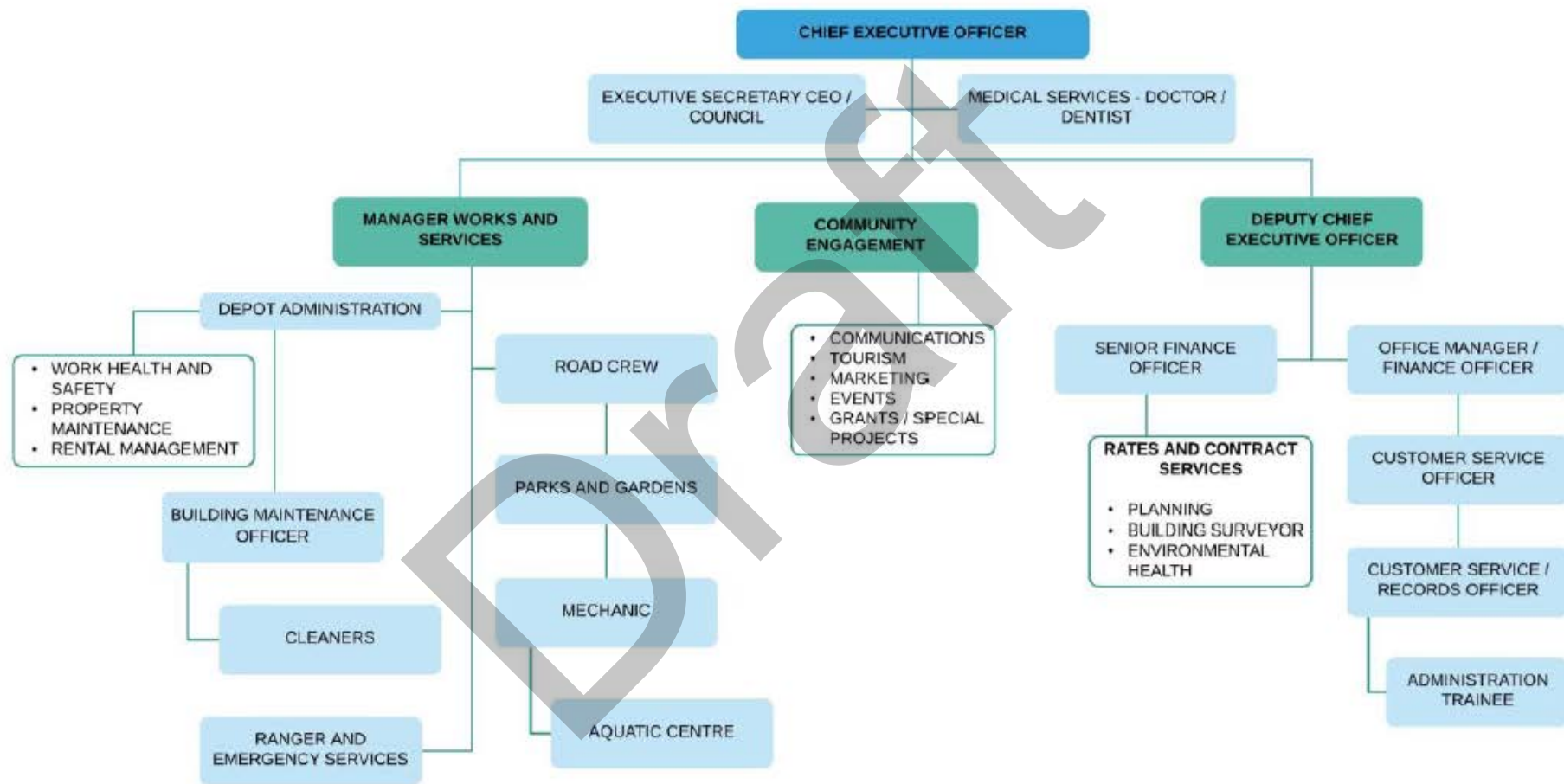
- Provide sufficient information to enable the correct document(s) to be identified.
- The Shire of Three Springs may request proof of your identity.
- If you are seeking access to document(s) on behalf of another person, written authorisation is required.

Shire of Three Springs Freedom of Information Statement

- Your application will be dealt with as soon as practicable (and, in any case, within 45 days) after it is received.
- Further information can be obtained from the Office of the Information Commissioner. The Freedom of Information Act is available for purchase from the State Government Bookshop, 815 Hay Street, Perth (Telephone: 9222 8216).

Draft

Figure 1 - Shire of Three Springs Organisational Structure



Waste and Energy PSP007 Scope of Services

Version 1.0

Date: January 2021

This document sets out the category definitions, technical requirements, and minimum level standards for the WALGA Preferred Supplier Panel (PSP) Waste and Energy, PSP007.

The Scope of Services is utilised as follows:

- Issued with the WALGA Request For Tender to define categories within the PSP
- Incorporated into the Panel Contract for Preferred Suppliers to bind WALGA Preferred Suppliers to these terms and requirements
- Provisioned within Vendor Panel (formerly sub-branded eQuotes), Contract Summaries and WALGA communications to Members for reference and access to Contracts

Contact:

Commercial Development and Management Team

WALGA

ONE70, LV 1, 170 Railway Parade West Leederville

Phone: (08) 9213 2505

Email: preferredsupplier@walga.asn.au

Website: www.walga.asn.au

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1.0 Waste and Energy: 007-001 Emergency Waste Services

Scope of Services

When an incident or emergency occurs, there is often a need to quickly and safely identify, contain, confine, clean and remove waste and debris from a site. This can entail the need to remove, transport, store and dispose of waste materials including hazardous substances. This specification applies to emergency clean-up service providers whose operations are within Western Australia and in relation to emergencies or incident based services.

Clean ups will generally be under the control of a Local Government or State Government agency operating under the provisions of the Emergency Management Act 2005, Public Health Act 2016 or Environmental Protection Act 1986.

Where a company transports their own products and provides their own clean up team, they may be approved for a particular product, rather than the entire class/division of dangerous goods.

Emergency Event Clean Up includes structural fires involving residential, commercial or industrial buildings (potentially involving asbestos), major bushfires impacting multiple buildings/structures, cyclones, flooding or other emergency events.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Capacity must be available to respond (leave base) and ready to carry out a clean-up within 60 minutes of notification for small emergencies such as dumped chemicals or vehicle accidents, and single building fires. For major emergencies capacity must be available to deploy a primary team within 24 hours and a full team within 48 hours. <p>Equipment</p>	<p>Mandated:</p> <ul style="list-style-type: none"> Unrestricted Asbestos Removal Licence by WorkSafe (DMIRS) Controlled Waste Transport Licence and permits Dangerous Goods Licence <p>Generally, as a minimum response staff must be trained in:</p>	<ul style="list-style-type: none"> Environmental Protection Act, 1986. Occupational Safety and Health Regulations, 1996 Emergency Management Act, 2005 Public Health Act, 2016 Comply with the Code of Practice For The Safe 	<ul style="list-style-type: none"> Condition Emergency Management Hazardous materials Contaminated site Asbestos Hazard Battery Clean up

<p>Contractors must have available equipment to carry out the clean ups relevant to their classes of materials that they are approved to clean up.</p> <p>In general this may include:</p> <ul style="list-style-type: none"> • Sufficient response vehicles to enable immediate deployment (within one hour of engagement for the job) and transport of personnel to an incident scene • Earthmoving equipment including bobcats, front end loaders • Cranes • Eductor trucks for pumping out and transporting liquid wastes such as septage/sewage, grease trap waste, oils, fuels, firefighting run off (including foams) and chemical wastes • Hazardous waste transport vehicles such as tankers and trucks capable of transporting materials without leakage (including liquids seeping from contaminated soils) • Booms (containment and absorbent), drain blockers, absorbent pads, pillows and granules, skip bins, over drums, containers, high volume spray painting equipment for the application of paint/glue 	<ul style="list-style-type: none"> • Hazardous materials incident response relevant to the category of materials to be handled. Regulation 5.21 of the Occupational Safety and Health Regulations 1996 specifies the minimum required safety induction and training. For an DG, pesticide, combustible liquid or unknown, the level of training required to be an approved CUSP must be to the USEPA 'Hazardous Waste Operations and Emergency Response (HAZWOPER) standard or equivalent. For non-DG materials, such as oily water, basic training in PPE use and decontamination will be acceptable; if asbestos is involved the appropriate Licencing by WorkSafe (DMIRS) is required. • The selection and use of chemical protective clothing from USEPA levels D to B. Note: Level A (fully encapsulated, gas tight suits may be required for some incidents involving class 	<p>Removal Of ASBESTOS 2nd Edition {NOHSC:2002(2005)}</p> <ul style="list-style-type: none"> • For treatment and disposal, Disposal facilities need to be licensed under the Environmental Protection Act 1986. • Contractors are required to be trained to the appropriate standard to use all safety clothing, safety equipment and clean up equipment relevant to the type of work undertaken. 	<ul style="list-style-type: none"> • Treatment • Removal • Sampling • Traffic • Chemical • Dangerous • Acid
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<p>to asbestos etc. for confinement and containment of hazardous materials</p> <ul style="list-style-type: none"> • Pumps and pipe work and collection heads for hydrocarbons. Skimmer heads if necessary. • Shovels (spark proof if appropriate), mops, buckets, hoses, containers, etc suitable for cleaning up hazardous materials • Disinfectants and spray application equipment to disinfect buildings, equipment and environmental surfaces (including vegetation) and that have been impacted by biological contaminants <p>Storage Facilities</p> <p>Temporary storage facilities may be required as follows:</p> <ul style="list-style-type: none"> • Bulk liquids: Dangerous goods (unknowns) rated and licensed storage for a minimum of 300,000 litres • Bulk soils: sealed and bundled hard stand area, preferably under cover or otherwise protected from rainfall for a minimum of 500 cubic metres 	<p>2,6,7 and 8 dangerous goods, therefore such staff will be required to be trained to this level)</p> <ul style="list-style-type: none"> • The selection and use of respiratory protection including Air Purifying Respirators (APRs) and Self-contained breathing apparatus (SCBA) for DG classes 2 to 9 and non-DGs including asbestos or mentioned in the schedule • Asbestos safety, handling, containment, removal, transport and disposal • Confined space entry and working at heights using fall protection and fall arrest systems • AIIMS incident command system in relation to hazmat incidents (supervisors only) <p>Contractors staff may be exposed to hazardous chemicals that can affect their health or exacerbate existing conditions. Where appropriate, staff are required to have the following medical tests completed:</p>		
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<ul style="list-style-type: none"> • Packaged goods: Dangerous goods licensed storage for a minimum 200 x 205 litre drums <p>Treatment and Disposal Facilities</p> <p>Contractors must have the ability to treat and lawfully dispose of the categories of materials to be removed must be demonstrated. This could include an agreement with an existing treatment or disposal facility. Disposal facilities may need to be licensed under the Environmental Protection Act 1986.</p>	<ul style="list-style-type: none"> • Baseline medical history and examination • Spirometry • Baseline full blood count (FBC) • Liver and renal function • Baseline measurements for specific chemicals depending on the likelihood of exposure e.g. baseline cholinesterase if organophosphate pesticide clean-up is likely. <p>For Dangerous Goods handling classes 2, 4, 5, 6 and 8 Contractors must have access to a qualified chemist for advice at all times. For class 7 Contractors must have access to a qualified radiation physicist for advice at all times.</p>		
<p>Member Engagement</p> <p>WALGA Members will call quotations under this category for a wide range of emergency waste management works and services, including identification, clean up and decontamination, removal and storage. These incidents may have occurred as a result of an emergency event such as natural disasters, traffic accidents, truck accidents resulting in diesel/oil/coolant/hydraulic oil spills, rail, sea and other freight based incidents.</p> <p>Services that can be provided include, but are not limited to:</p>			

- Emergency and/or routine response to incidents and emergencies in Western Australia where hazardous and non-hazardous wastes are involved
- Confinement and containment of hazardous wastes to prevent the spread of the waste
- Clean up of hazardous wastes, including impacted soils, water, buildings and equipment
- Temporary storage of hazardous wastes, including the construction of temporary storage facilities if required
- Removal of hazardous waste from the incident site
- Transport of the waste to a storage, treatment, recycling or disposal facility in accordance with regulatory requirements
- Analysis of materials to identify chemicals present, and their concentrations
- Treatment, recycling or disposal of removed materials
- Decontamination of site, buildings, infrastructure and equipment
- Sampling and testing, using competent personnel, of soil, water and surfaces to determine the levels of residual contamination after clean up and decontamination
- Incident control and security personnel and equipment to prevent vehicles and members of the public accessing contaminated areas.

2.0 Waste and Energy: 007-002 Hazardous Waste Management

Scope of Services

This specification applies to hazardous waste management inclusive of transportation, storage, and disposal in relation to regular Local Government operations. The category is intended for regular business operations, and differs from PSP 007-001 Emergency Waste Management which is focussed on rapid incident response.

Where a company transports their own products they may be approved for a particular product, rather than the entire class/division of dangerous goods.

Hazardous Material clean up activity is included within this scope including asbestos, chemicals, oils/fuels, heavy metals, septage/sewage, and similar substances of high risk. These activities can result from the illegal dumping of drums/containers of oils, fuels, chemicals, asbestos, abandoned hazardous materials, or remedial work associated with civil construction, weed spraying and coastal management.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Ability to deliver services for Hazardous Waste Management from qualified and experienced officers who are trained in the handling, transportation and storage of hazardous materials Provision of Account Management and service structure that meets regular and adhoc needs Reporting capabilities that include inventory and risk mitigation information <p>Contractors must have available equipment and transfer capabilities to carry out transportation relevant to the classes of materials handled.</p> <p>In general this may include:</p>	<p>Mandated where relevant to particular substances:</p> <ul style="list-style-type: none"> Unrestricted Asbestos Removal Licence by WorkSafe (DMIRS) Controlled Waste Transport Licence and permits Dangerous Goods Licence The selection and use of chemical protective clothing from USEPA levels D to B. Note: Level A (fully encapsulated, gas tight suits may be required for some material handling involving class 2,6,7 and 8 dangerous goods, therefore such staff will be required to be trained to this level) The selection and use of respiratory protection including Air Purifying Respirators (APRs) and Self-contained breathing apparatus (SCBA) for DG 	<ul style="list-style-type: none"> Environmental Protection Act, 1986. Occupational Safety and Health Regulations, 1996 Emergency Management Act, 2005 Public Health Act, 2016 Comply with the Code of Practice For The Safe Removal Of ASBESTOS 2nd Edition {NOHSC:2002(2005)} For treatment and disposal, Disposal facilities need to be licensed under the Environmental Protection Act 1986. Contractors are required to be trained to the appropriate standard to use all safety clothing, safety equipment and 	<ul style="list-style-type: none"> Condition Waste Management Hazardous materials Contaminated site Asbestos Hazard Battery Clean up Treatment Removal Sampling Traffic Chemical Dangerous Acid

<ul style="list-style-type: none"> • Earthmoving equipment including bobcats, front end loaders • Eductor trucks for pumping out and transporting liquid wastes such as septage/sewage, grease trap waste, oils, fuels, firefighting run off (including foams) and chemical wastes • Hazardous waste transport vehicles such as tankers and trucks capable of transporting materials without leakage (including liquids seeping from contaminated soils) • Booms (containment and absorbent), drain blockers, absorbent pads, pillows and granules, skip bins, over drums, containers, high volume spray painting equipment for the application of paint/glue to asbestos etc. for confinement and containment of hazardous materials • Pumps and pipe work and collection heads for hydrocarbons. Skimmer heads if necessary. • Shovels (spark proof if appropriate), mops, buckets, hoses, containers, etc suitable for cleaning up hazardous materials • Disinfectants and spray application equipment to disinfect buildings, equipment and environmental surfaces 	<p>classes 2 to 9 and non-DGs including asbestos</p> <ul style="list-style-type: none"> • Confined space entry and working at heights using fall protection and fall arrest systems <p>Contractors staff may be exposed to hazardous chemicals that can affect their health or exacerbate existing conditions. Where appropriate, staff are required to have the following medical tests completed:</p> <ul style="list-style-type: none"> • Baseline medical history and examination • Spirometry • Baseline full blood count (FBC) • Liver and renal function • Baseline measurements for specific chemicals depending on the likelihood of exposure e.g. baseline cholinesterase if organophosphate pesticide clean-up is likely. <p>For Dangerous Goods handling classes 2, 4, 5, 6 and 8 Contractors must have access to a qualified</p>	<p>clean up equipment relevant to the type of work undertaken.</p>	
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<p>(including vegetation) and that have been impacted by biological contaminants</p> <p>Storage Facilities</p> <p>Temporary storage facilities may be required as follows:</p> <ul style="list-style-type: none"> • Bulk liquids: Dangerous goods (unknowns) rated and licensed storage for a minimum of 300,000 litres • Bulk soils: sealed and bundled hard stand area, preferably under cover or otherwise protected from rainfall for a minimum of 500 cubic metres • Packaged goods: Dangerous goods licensed storage for a minimum 200 x 205 litre drums <p>Treatment and Disposal Facilities</p> <p>Contractors must have the ability to treat and lawfully dispose of the categories of materials to be removed must be demonstrated. This could include an agreement with an existing treatment or disposal facility. Disposal facilities may need to be licensed under the Environmental Protection Act, 1986.</p>	<p>chemist for advice at all times. For class 7 Contractors must have access to a qualified radiation physicist for advice at all times.</p>		
<p>Member Engagement</p>			

WALGA Members will call quotations under this category for the management of a range of hazardous waste materials including; asbestos, chemicals, oils/fuels, heavy metals, and sewage.

Services that can be provided include, but are not limited to:

- Management of the transportation of hazardous materials
- Clean up of hazardous wastes, including impacted soils, water, buildings and equipment
- Storage of hazardous wastes
- Analysis and testing of materials to identify chemicals present, and their concentrations
- Treatment, recycling or disposal of materials
- Decontamination of site, buildings, infrastructure and equipment
- Sampling and testing, using competent personnel, of soil, water and surfaces

3.0 Waste and Energy: 007-003 Electrical Contracting Services

Scope of Services

This category is for the direct access of licensed electrical service providers to deliver a range of electrical services that include, but are not restricted to;

- General electrical and metering work relating to facilities such as buildings, parks and gardens landscape infrastructure, coastal areas and precincts, pools, parking amenity, and other Local Government facilities
- Testing and Electrical Tagging and electrical safety requirements
- Development and install of private lighting networks including public lighting and decorative lighting
- Temporary electrical installations for festivals and events

- Back up generation and UPS infrastructure
- Cabling and telecommunications installation
- PV array and sustainable energy infrastructure installation including micro-grid and energy storage solution installations

Out of Scope:

- WALGA has separate categories for the supply of LED Luminaires, Sustainable Energy Infrastructure, and Energy Consulting. Where electrical contracting services are not core to the supply of an engagement it is preferable for WALGA Members to engage from applicable categories.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> • Demonstrate knowledge and capability to deliver services for the supply of electrical systems and particularly electrical services that are typically required by the Local Government sector to install, service, maintain and renew assets and infrastructure. • Demonstrated experience in managing electrical contracting service projects for Local Governments or similar industry sectors. • Provision of an Account Management structure with key roles and 	<p>Mandated:</p> <ul style="list-style-type: none"> • Have an established Safety Management System that conforms with current Occupational Health and Safety Standards. <p>The following qualifications and licenses are mandated for all electrical contractors where applicable to the requirements of the engagement:</p> <ul style="list-style-type: none"> • Electrical Contractors License 	<ul style="list-style-type: none"> • Western Power Network Authority Cards are mandated for any activity that is associated in full or part with assets owned and operated by Western Power. • Compliance with all Workplace Safety legislation. • Compliance to relevant legislation including: <ul style="list-style-type: none"> ○ Electricity Act 1945 (and Regulations); ○ Electricity Regulations 1947; 	<ul style="list-style-type: none"> • Public lighting • Electrical services • Electrician • Electrical Contractor • Metering • Underground services • Cabling • Wiring

<p>responsibilities to support service and project requirements.</p> <ul style="list-style-type: none"> • Ability to interface with multiple disciplines including civil and structural elements of projects and to work with contractors and project managers to integrate services. • Demonstrate an OHS and workplace safety culture. 	<ul style="list-style-type: none"> • Electrical Workers 'A Grade' Licenses • Working at Heights • EWP (Elevating Work Platform) training <p>All works carried out under this Category should comply with the following standards as applicable to engagements:</p> <ul style="list-style-type: none"> • AS3000:2007 Wiring Rules • SA/SNZ TS 1158.6:2015 Lighting for roads and public spaces • AS 1170.2 Structural design actions – Wind actions • AS 3439 Low Voltage Switchgear and Control Gear Assemblies • AS 3600 Concrete Structures • AS 4100 Steel Structures • AS/NZS 4676 Structural design requirements for utility services pole. • AS/NZS 5000 Electric Cables – Polymeric insulated • AS/NZS 60598 Luminaires 	<ul style="list-style-type: none"> ○ Underground Distribution Schemes Manual ○ W.A. Electrical Requirements; ○ Electricity (Licensing) Regulations 1991; and ○ AS/NZS 3000:2007 – Wiring Rules. 	
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	Desirable: <ul style="list-style-type: none"> • Basic First Aid training for staff • Dogman and Rigging training • IFAP Safety Management System accreditation • ISO 9001:2015 - Quality Management system accreditation • Professional Body recognition and membership (e.g. Master Electricians Australia, National Electrical and Communications Association) 		
<p>Member Engagement</p> <p>WALGA Members seeking quotations from this Panel will come from a range of business units for example technical services, depot staff, project managers, corporate services, rangers, recreation centre managers and facility managers.</p> <p>Quotations for services may be for specific and discreet jobs, or for standing orders and framework Member Contracts that maintain access to services at specified rates for a specified period.</p> <p>WALGA Members will be seeking outcomes that deliver energy efficiency, whole of lifecycle cost benefits, and a high standard of work that delivers minimal disruption to business and surrounds.</p> <p>Specific engagements may include, but not be limited to;</p> <ul style="list-style-type: none"> • Wiring and cabling for construction, new building development and refurbishment 			

- Underground Power works
- Public lighting and streetscape electrical works (install, maintain, service and decommissioning)
- Electrical installation for PV and other sustainable energy infrastructure including battery storage
- Electrical works for parks and gardens
- Electrical works for festivals and events including Christmas light installation
- Metering installation
- Thermographic imaging
- Testing and tagging
- Commercial kitchen installation
- Pool and water display installation
- LED retrofit

4.0 Waste and Energy: 007-004 Energy Supply

Scope of Services

WALGA Members enter into ESA (Energy Supply Arrangement) and GSA (Gas Supply Arrangement) contracts with approved retailers for their energy requirements. WALGA prequalifies and embeds the ESA and GSA terms into its PSP providing the additional protection of General Conditions and the associated benefits of prequalification.

Supply of energy to the sector is on the basis of metered sits, with quotations sought on eligible sites (deemed contestable based on threshold criteria) in accordance with WA energy market rules. Under market changes all approved activity under the jurisdiction of the Australian Energy Regulator is within the scope of service.

Renewable Energy buyback tariffs are included within the scope of this category, as are contract structures for Power Purchase Agreements (PPA) and other alternative energy supply models.

Preferences and targets for renewable energy are incorporated into WALGA Member quotations.

Out of scope:

The supply of sustainable energy infrastructure, LED luminaires, lighting control systems, energy consulting, electrical contracting and other infrastructure that relates to energy generation is not included in this category. This activity is covered by the WALGA PSP contracts as follows:

- PSP007-005 Sustainable Energy Generation Infrastructure
- PSP007-003 Electrical Contracting
- PSP008-011 LED Luminaries
- PSP009-001 Public Lighting Install and Maintenance
- PSP002-005 Energy Consulting, Electrical Engineering and Design

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Ability to supply energy contracts that are well constructed and contemporary to the market. Ability to offer dedicated account management to WALGA Members. Provision of electronic billing, and data/account analysis to support WALGA Members measurement of energy consumption and spend. Value added services that promote energy conservation and awareness and sustainability. 	Desirable: <ul style="list-style-type: none"> Quality management systems and accreditation in relation to energy retailing and billing 	<ul style="list-style-type: none"> It is mandated under this category to hold a relevant license (Electricity and/or Gas) from the Economic Regulation Authority. Licensing information is available at: https://www.erawa.com.au/electricity/electricity-licensing https://www.erawa.com.au/gas/gas-licensing 	<ul style="list-style-type: none"> Electricity Gas Energy Green Power PPA
Member Engagement			

WALGA Members seeking quotations under this category have facilities that will vary in their demand profile for energy.

These include but are not limited to;

- Civic centres and buildings
- Libraries
- Recreation Centres and pools
- Pumping Stations
- Landfill sites
- Parks and Gardens
- Public lighting

Streetlighting is not currently contestable in Western Australia, however Local Governments may enter contracts with Western Power or Horizon, or develop private networks for the delivery of public lighting.

WALGA Members have a particular focus on sustainability and are seeking initiatives that support renewable sources of generation, the use of hybrid systems and storage to support their energy supply. Whilst infrastructure is beyond the scope of this contract, the compatibility and ability to integrate traditional and retail energy supply with products and services that deliver sustainable outcomes is an important component of the Energy supply arrangements.

5.0 Waste and Energy: 007-005 Sustainable Energy Infrastructure

Scope of Services:

This category provides the design, supply, installation, maintenance and renewal of sustainable energy generation infrastructure.

WALGA Members seek to meet sustainability targets and to minimise carbon emissions through the use of renewable energy. Through the operation of assets including commercial buildings, public lighting, parks and road infrastructure, fleet and waste management, the sector has a high level of energy consumption.

All forms of energy generation relating to clean energy and sustainable infrastructure are included within the scope of this category, including but not limited to;

- Photovoltaic cells (PV), panels and solar power systems
- Solar Water infrastructure (e.g. heating systems and pumping systems)
- Wind Turbines
- Battery Storage Systems
- Hybrid systems
- Gas flares infrastructure
- Wave Power
- Standby and emergency Generators
- Waste To Energy project activity
- Geothermal energy generation projects
- Off-grid and standalone installations
- Fuel cells and alternative fuel sources

Solar Power

Within the scope of the provision of sustainable energy infrastructure are PPS (Power Purchase Agreements) where permitted by the market regulatory framework. An exemption from the Public Utilities Officer requirement to hold a retail license in order to sell electricity must be evidenced if applicable.

Waste To Energy

Waste to Energy project activity is bespoke and Preferred Supplier activity will be subject to a detailed technical brief from the WALGA Member for each project and engagement. Infrastructure development may be considered for inclusion within the framework of the Preferred Supply on a case by case basis from prequalified entities. The capacity may also exist for Waste to Energy operations to be prequalified to the WALGA Panel for specific components of a Waste to Energy lifecycle project. This may relate to the provision of feedstock as a commodity or to the procurement of energy as a product of the project.

Competencies

Qualifications/Certifications and
Technical Standards

Legal/regulatory compliance

Metadata

<ul style="list-style-type: none"> • Sourcing and provision of high quality PV Panels, inverters, wind turbines, storage devices and related infrastructure with manufacturer's warranty. • Ability to provision quotations with System design capabilities including estimated monthly and annual output of a PV system, and to deliver technical specifications of system and performance metrics relating to estimated utilisation, and performance capacity. • Provision of qualified and experienced account management and project support to ensure guidance of activity and support of product. 	<p>Mandated:</p> <p><i>Certified approval of system components;</i> Solar PV (photovoltaic) systems and inverters supplied, including off grid inverters, must be on the approved list maintained by the Clean Energy Council (CEC) where applicable. To avoid confusion the term Solar PV systems refers to the combination of Solar PV panels, inverters and other equipment or fixtures which together generate energy. Solar PV modules refers to only the Solar PV panels and no other devices or fixtures.</p> <p>Solar PV (Photovoltaic) systems supplied must meet Australian Standards and Accreditation Guidelines. All products supplied must be licensed for use in Australia in accordance with Australian Standards. Accredited designer/installer programs of the CEC must be referenced where applicable.</p> <p>Each Contractor carrying out electrical installation and maintenance work under the WALGA Preferred Supply Arrangement must hold a Certificate IV UEE41610 in Renewable Energy or equivalent other relevant electrical services qualification.</p> <p>Electrical Contractors performing any work under this category of supply must remain</p>	<p>Suppliers to the WALGA Contract must comply with relevant legislation, technical rules and industry requirements as set by relevant regulatory bodies and agencies. These may include, but are not limited to:</p> <ul style="list-style-type: none"> • The Clean Energy Council • Australian Energy Regulator • Department of the Environment and Energy • Office of the Renewable Energy Regulator • Energy Safe WA <p>Electrical Contractors performing any work under this category of supply must remain compliant with the following regulations and standards:</p> <ul style="list-style-type: none"> • Electricity Act 1945 (and Regulations); • Electricity Regulations 1947 • Australian Communications and Media Authority • W.A. Electrical Requirements • Electricity (Licensing) Regulations 1991 <p>The connection of generators and transmission voltage loads must comply with all applicable Access Arrangement</p>	<ul style="list-style-type: none"> • Solar • PV • Sustainable Energy • Waste to Energy • Photovoltaic • Clean Energy • Generators • Inverters • Solar Panels • Batteries
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	<p>compliant with the following Standards as a minimum:</p> <ul style="list-style-type: none"> AS/NZS 3000 Electrical Installations - Buildings, Structures and Premises; AS 3439 Low Voltage Switchgear and Control Gear Assemblies; AS/NZS 5000 Electric Cables – Polymeric insulated. <p>Other relevant standards that will apply to works and services under this Contract, where applicable to the project, include but are not limited to:</p> <ul style="list-style-type: none"> AS/NZS1170.2 Wind Loads AS/NZS4777 Grid connections of Energy Systems via Inverters AS/NZS3000 Electrical Wiring Rules AS1768 Lightning Protection AS4509.1, .2, .3 Stand-alone power systems - Safety, Design and Installation and Maintenance. AS4086.1, 2 Secondary batteries for use with stand alone power systems <p>General requirements, installation and maintenance must where relevant conform as a minimum to the following Standards;</p> <ul style="list-style-type: none"> AS/NZS 5033 AS/NZS 3008 AS/NZS 4507 AS/NZS 4777 	<p>requirements, including but not limited to:</p> <ul style="list-style-type: none"> Electricity Networks Access Code 2004; National Construction Code (NCC/BCA) - It is a requirement to obtain a building permit and structural engineering approval for all PV installations, unless the WALGA Member has an exemption. <p>Inverters</p> <p>All inverters supplied must be approved by the network operator for connection to the network. Approved inverters are listed on the Western Power website. In the case of WALGA Members which are not on the SWIS, Horizon Power is the relevant network operator. Approved inverters must have a Certificate of Suitability number and a date of testing. The testing date must be less than five (5) years old. Unless there is an agreement with an energy retailer, where a network operator does not have any defined or approved standards for devices such as reverse power relays or anti-islanding devices for the prevention of feeding electricity back into the network, electricity generated by Solar PV systems must be prevented from being</p>	
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	<ul style="list-style-type: none"> • AS/NZS 61000 Parts 3.6 and 3.7 <p>All structures used on and with project development should be designed to conform to relevant structural engineering standards. Current Australian engineering practices used to design different types of buildings are included in the AS/NZS 1170 series of Standards.</p> <p>Wind Turbines Power quality levels and performance requirements for turbines used on wind farms can be determined by following the information that is included in AS 61400.21 'Wind turbines – Measurement and assessment of power quality characteristics of grid connected wind turbines' This Standard covers large scale wind developments. Design requirements for small wind turbines which must also be determined in accordance with AS IEC 61400.2 Wind turbines. The International (IEC 61400) series of standards provides information on design and safety requirements for different types of large turbines. General information on design requirements for these types of turbines is included in IEC 61400-1 Ed 3.0 'Wind turbines – Part 1: Design requirements' This standard also includes information on recommended operational and maintenance requirements for different types of large turbines.</p>	<p>fed back to the grid for these types of devices.</p> <p>Supply of Product</p> <ul style="list-style-type: none"> • Where there is provision of product and hardware it must be covered by a manufacturer's warranty and information relating to guarantees and warranties from the Contractor must be accessible to Members. • Solar PV modules installed on roofs must be compliant with IEC 61730 and must be certified as Fire Class C or better. • PV Systems above 50 V (open circuit) or 240 W must meet Application Class A of IEC/EN61730. • Solar systems less than 50V (open circuit) or 240W do not need IEC/EN61730 Class A however should have Class C. • Class B modules are illegal in Australia. • Class C modules will be added to the CEC databases, but will not be shown on the website. • CEC maintains the database and website listing of AS5033 compliant Solar PV modules. The list shows the licence holder, model number and power rating of each approved module. This should correspond 	
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	<p>Conformity requirements for turbines used on wind farms can be accessed by following the details that are included in IEC 61400-22 Ed 1.0 'Wind turbines – Part 22: Conformity testing and certification'.</p> <p>Noise levels for wind farms located in Australia should be measured according to the Australian Standard AS 4959-2010 Acoustics – Measurement, prediction and assessment of noise from wind turbine generators.</p> <p>Operational and safety requirements for wind farms operating in Europe are included in EN 50308-2005 'Wind turbines – Protective measures – Requirements for design, operation and maintenance'.</p> <p>Desirable:</p> <p>Memberships of professional bodies and quality standards accreditation for example;</p> <ul style="list-style-type: none"> • IFAP Safety Management System accreditation • ISO 9001:2015 - Quality Management system accreditation • Professional body recognition and membership; <ul style="list-style-type: none"> ◦ Clean Energy Council (CEC Certified Designers and CEC Certified installers) 	<p>directly with the module label. The list of CEC accredited panels can be found at: https://www.cleanenergycouncil.org.au/industry/products</p> <ul style="list-style-type: none"> • The CEC does not approve or accredit inverters for connection in Australia; however, it maintains a list of inverters where documentation has been supplied to confirm compliance with the relevant Australian Standards AS 4777. • For Wind Turbines - This standard is a modified edition of the International standard IEC 61400-21 Ed 1.0. The document number for the revised edition of the IEC standard is IEC 61400-21 Ed 2.0' • Product Warranty information including manufacturer performance warranty, and inclusion of material warranties and workmanship warranties where applicable. 	
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	<ul style="list-style-type: none"> ○ Clean Energy Council ○ IPWEA ○ Engineers Australia <p>Solar Retailer Code of Conduct – whilst not mandated, WALGA Members may choose to seek retailers that have adopted the CEC's Approved Retailer Code of Conduct.</p>		
<p>Member Engagement</p> <p>The nature of projects under the framework of this category is that they are predominately discreet infrastructure projects that entail technical design. It is anticipated that WALGA Members will commission this activity as either a brief submitted for quotation or as a brief "Design and Construct". Consultants may be used to prepare technical specifications and project plans.</p> <p>Local Governments may also seek to be an enabler for their communities, leading by example, but also facilitating sustainable energy initiatives in relation to precincts and collaborative initiatives to support the use of renewable energy.</p> <p>Each Local Government will hold its own policies for climate change and environmental sustainability which will be reflected in the engagements undertaken through this Category.</p>			

6.0 Waste and Energy: 007-006 Waste Collection Services

Scope of Services

This category provides services in the areas of:

- Domestic Kerbside Collection Services
- Commercial Kerbside Collections Services

- Waste Collection from Public Place Bins and Reserves
- Bulk Waste Collection Services
- Community and Public Events Waste and Recycling Collection

Both the Domestic and Commercial Kerbside Collection Services within scope of this category include, but are not limited to:

- General Waste
- Garden Organics (GO)
- Food Organics (FO)
- Food Organic and Garden Organic (FOGO)
- Recycling

Bulk Waste Collection Services incorporate the provision of containerised or un-containerised on demand Bulk Waste Services. For waste classification the collection of general waste, garden organics (greenwaste) and recyclables are within scope. Food organic waste is beyond scope.

Supporting services relating to waste collection services are included as part of the service delivery of this category. These supporting services may include but are not limited to:

- Supply and Delivery of Mobile Garbage Bins (MGBs)
- Replacement, Repair, Reuse and Recycling of MGBs
- Customer Service Centre Provision
- Booking Services or systems for on-demand collections

Classification

FOGO: Food scraps, Garden organics, Food soiled paper and cardboard, shredded paper, paper towels and tissues.
Recycling: paper and cardboard, steel and aluminium cans, plastic bottles and containers and glass bottles and jars.

Out of Scope:

Waste Education and Behaviour Change relevant to these services are covered under the Engineering, Environment and Technical Consultancy Panel (PSP 002-006 Waste Management Consulting).

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Contractors must demonstrate capacity, resources and capability to deliver the services described including contingency resources to account for peak workflow Dedicated account management from suitably qualified staff Environmentally sustainable policies, operations and business culture Knowledge and experience in the delivery of Waste Management Services to Local Government Strategies and processes to minimise disturbance, noise and traffic disruption through collection activity Display a commitment and culture towards environmental sustainability 	<p>Over Compaction</p> <p>In relation to the collection of recyclables Contractors shall use their best endeavours to minimise over compaction of recyclables in Collection Vehicles to maximise the recovery rate of collected recyclable materials</p> <p>Vehicles</p> <ul style="list-style-type: none"> Must be licensed under the Road Traffic Act 1974 Are to be driven in a manner so as to comply with the Road Traffic Code 2000 (or subsequently updated) Be constructed and operated so that at no time during the collection, disposal and delivery of waste, any waste 	<p>All services provided must comply with:</p> <ul style="list-style-type: none"> Occupational Safety and Health Act 1984 Occupational Safety and Health Regulations 1996 Department of Water and Environmental Regulation Reporting Requirements. <p>WALGA has mandated Member Conditions of Contract for all services delivered under this PSP.</p>	<ul style="list-style-type: none"> Domestic Kerbside Recycling FO GO FOGO MGB Collection General Waste

	<p>may be blown out of, fall or be dislodged from any such vehicle</p> <ul style="list-style-type: none"> • Be kept and maintained in good appearance and sound mechanical condition at all times <p>Personnel</p> <ul style="list-style-type: none"> • Plant Operator Certifications as required • Valid WA Motor Vehicle Licence <p>Resource Recovery</p> <p>It is expected that Contractors shall use their best endeavours to sort and separate collected waste into the relevant material types with a view to increased resource recovery from bulk waste collection services</p>		
<p>Member Engagement</p> <p>WALGA Members may call quotations under this category and further test out Contractor abilities to provide the requested services.</p>			

7.0 Waste and Energy: 007-007 Resource Recovery

Scope of Services

This category primarily caters for the sorting, processing, and recovery of a range of materials recovered from kerbside, bulk waste collection services, events or drop off locations. There is a strong focus on resource recovery across all sorting and disposal services.

Classification

Types of material recovered may include but not limited to:

- Paper and cardboard
- Aluminium and steel cans
- Glass bottles and jars
- Plastic bottles and containers
- Scrap metal
- Plastics
- White goods
- Electronic waste
- Garden Organics (GO)
- Food Organics (FO)
- Food Organic and Garden Organics (FOGO)
- Mattresses
- Special Recovery Services
- Cooking Oil
- Used Motor Oil

The collection and recycling of used motor oil for WALGA Members sits within the scope of this category. Motor oil service includes the collection of used oil from both metropolitan and non-metropolitan WALGA Members including the recycling of any collected used oil. This contract also covers the supply of used oil collection infrastructure.

The types of used motor oil associated with this category include, but are not limited to:

- Hydraulic Oil
- Engine Oil
- Transmission Oil
- Grease
- Contaminated Oil
- Oil filters
- Coolants/glycols and brake fluids
- Oily water

Recycling or Buy-back Program operations are included within the scope of this category.

Excluded from the scope of services is the recycling of Tyres. Tyre recycling is covered within the scope of WALGA Preferred Supplier Panel PSP006.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> • Contractors must demonstrate capacity, resources and capability to deliver the services described including contingency resources to account for peak workflow • Dedicated account management from suitably qualified staff 	<p>Mandated:</p> <p>It is expected that Contractors shall use their best endeavours to process collected recyclable materials into the relevant waste stream with a</p>	<p>The Contractor is required to provide resource recovery services in line with:</p> <ul style="list-style-type: none"> • The applicable Licence for Prescribed Premises – Environmental Protection Act, 1986 	<ul style="list-style-type: none"> • Disposal • Processing • Recycling • FOGO • Recycled • E-Waste • Scrap

<ul style="list-style-type: none"> • Environmentally sustainable policies, operations and business culture • Ability to report on timeframes, collection rates, and disposal/processing outcomes • Knowledge and experience in the delivery of Waste processing, sorting and recycling • Strategies and processes to minimise disturbance, noise and traffic disruption through operational activity • Capability for controlled waste tracking 	<p>view to the minimisation of waste to landfill.</p> <p>Vehicles</p> <ul style="list-style-type: none"> • Must be licensed under the Road Traffic Act 1974 • Transport vehicles must be capable of transporting materials without leakage (including liquids seeping from contaminated soils) • Vehicles must be equipped with equipment necessary for cleaning up minor spillages • Vehicles must be constructed and operated so that at no time during the collection, disposal and delivery of waste, any waste may be blown out of, fall or be dislodged from any such vehicle • Vehicles must be kept and maintained in good appearance and sound mechanical condition at all times <p>Personnel</p> <ul style="list-style-type: none"> • Plant Operator Certifications as required 	<ul style="list-style-type: none"> • The applicable Local Governments Operational Management Plan • Department of Water and Environmental Regulation Reporting Requirements. • Occupational Safety and Health Act, 1984 • Occupational Safety and Health Regulations, 1996 	<ul style="list-style-type: none"> • Green Waste • Organic Waste • Plastic • Transfer • Reuse • Weighbridge • Oil • Used Oil • Lubricants
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	<ul style="list-style-type: none"> Valid WA Motor Vehicle Licence 		
Member Engagement <p>WALGA Members may call quotations under this category and further test out Contractor abilities to provide the requested services.</p> <p>For used oil collection WALGA has typically engaged a single supplier to operate a whole of sector service to maximise the efficient and effective delivery of services.</p>			

8.0 Waste and Energy: 007-008 Landfill and Transfer Station Management Services

Scope of Services

Operation of Landfills and Transfer Stations, on behalf of Local Government. Transfer Stations are in between points for waste collection services to deposit waste for sorting, processing or further transport. Waste may then be sent to alternative locations such as recycling facilities, resource recovery facilities or landfill. Landfill sites are usually the final destination for waste, where material which cannot be recovered is disposed of. Both Transfer Stations and Landfills require a high degree of management to ensure they are operated in line with licence conditions (and any other requirements), which protect human health and the environment.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Knowledge and experience in the operation of Transfer Stations and Landfills, suitable for the Local Government area Understanding and experience in waste management, sorting, processing and resource recovery, 	<p>Desirable:</p> <ul style="list-style-type: none"> Good Environmental Choice Australia (GECA) certification or similar of Waste Collection Services 	<p>Compliance with the Environmental Protection Act, including the Licence conditions for the particular site, and where relevant compliance with Landfill Waste Classification and Waste Definitions as issued by DWER and updated from time to time.</p>	<ul style="list-style-type: none"> Landfill Transfer Station Waste processing Recycling Resource Recovery

including treatment of waste prior to landfill <ul style="list-style-type: none"> • Ability to respond to changes in regulation, policy and the identification and adoption of new technologies • Demonstrated commitment and culture of workplace safety and ethical operation • Dedicated account management structure with service level access and contingency support 	<ul style="list-style-type: none"> • Environmental Management System based on ISO 14001 and Occupational Health and Safety Management Systems based on ISO 18001 • Plant Operator Certifications as required • Professional Membership of Waste Management & Resource Recovery Association (WMRR) or similar peak body. 		
Member Engagement WALGA Members may call quotations under this category and further test out Contractor abilities to provide the requested services.			

9.0 Waste and Energy: 007-009 Mobile Garbage Bins (MGB's), Industrial Containers and Bins and Static Compactors

Scope of Services

A broad range of MGB products and related supplies sit within the scope of this Contract as follows:

The supply of MGB's, commonly provided in the following standard sizes:

- 120 Lt

- 140 Lt
- 240 Lt
- 360 Lt (Injection moulded & Roto moulded)

Larger commercial and collection bins, commonly provided in the following standard sizes:

- 660 Lt
- 1100 Lt
- 1500 Lt
- 3000 Lt

Supply of other bins and Receptacles:

- 4 wheel bins, steely bins
- MGB, marrel or other types of bins all sizes
- Crane lift, hook lift, front lift, rear lift, tipper, vacuum bins
- Static or mobile bins
- Other receptacles designed for waste containment as typically required or purchased by the Local Government sector e.g. Kitchen Caddy's, Bins for Food Waste and compostable caddy liners, dog waste bins, and compostable dog waste bags
- Plastic Bins and other non MGB waste containers (2 or 4 wheel, mobile, static where Australian Standard Certification is not required)
- Static Compactors: ground access, secured indoor chute, walk on
- Balers: rectangular, round, square and wire
- Lifters: cradle, crane, front and hook life types.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> • Experience in manufacturing and supplying MGB's to Local Government • Demonstration of robust sourcing strategies to ensure ethical and reliant sources of input stock to meet production and manufacturing timeframes 	<p>Desirable:</p> <ul style="list-style-type: none"> • MGB's supplied under this contract must be certified to AS4123.1—2008 Mobile Waste Containers 		<ul style="list-style-type: none"> • Mobile Garbage Bin • Wheelie Bin • Bin • MGB • Container

<ul style="list-style-type: none"> • Dedicated account management from suitably qualified staff • Environmentally sustainable policies, operations and business culture • Strategies and processes to minimise disturbance, noise and traffic disruption through operational activity 	<ul style="list-style-type: none"> • Compostable caddy liners supplied under this Contract must be manufactured to AS 4736-2006 plastics suitable for composting 		
<p>Member Engagement</p> <p>Local Governments will request quotations under this contract for the supply of goods and services. Each Local Government maintains its own local laws regarding waste management services and may specify requirements that relate to compliance with these local laws through their quotation process.</p>			

10.0 Waste and Energy: 007-010 Associated MGB, Industrial Container, Static Compactor Services

Scope of Services

This category of supply covers the delivery of services that support and complement the other categories of waste category supply. The category provides for the supply of associated products and services for Industrial Containers and Bins, Static Compactors, and MGBs.

Goods and services include but are not limited to;

- Distribution & Assembly waste management plant and infrastructure
- Emergency Repairs & Servicing of waste management plant and infrastructure
- Field Maintenance & Repairs of equipment
- Hot Stamping & Embossing
- Hydraulic & Electrical Repairs

- Laser Identification
- On-site Scheduled Maintenance & Repairs
- Permanent Full Colour Labelling
- MGB Spare Parts and components
- Spare Parts & Accessories for Other Bins
- Spare Parts & Accessories to suit Industrial Containers, Compactors (inc Balers) & Lifters

RFID Technology & Accessories for Waste Collection Operations:

- Hardware
- Software
- Identification Chips
- Tracking Devices
- Accessories

Out of Scope:

Waste management consultancy, waste collection services, disposal and recovery of waste, landfill and transfer station operation, and supply of MGB's which are covered by other PSP categories.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> • Experience in manufacturing and supplying Waste Management supplies and services to Local Government • Demonstration of robust sourcing strategies to ensure ethical and reliant sources of input stock to meet production and manufacturing and service delivery timeframes 	<p>Desirable:</p> <p>Product manufactured to relevant Australian Standards where applicable</p>		<ul style="list-style-type: none"> • Waste Management • Garbage • Bin • Compactor • Lifer • Baler • Container

<ul style="list-style-type: none"> • Dedicated account management from suitably qualified staff • Environmentally sustainable policies, operations and business culture • Strategies and processes to minimise disturbance, noise and traffic disruption through operational activity 			
<p>Member Engagement</p> <p>WALGA Members may call for quotations from this contract for spare part and accessories including but not limited to:</p> <ul style="list-style-type: none"> • Wheels, brakes, castors • Lid apertures, lid locks, lid opening devices • Handles and inserts • Markings • Noise reduction devices • Stands, motion sensors and pedals <p>Framework agreements for the servicing and maintenance of equipment that is specific to waste collection may also be requested.</p>			

11.0 Waste and Energy: 007-011 Sustainable Offset Services

The scope of this category is to provide Carbon Credit products and related services that support the carbon reduction and carbon neutral objectives of the sector. Many WALGA Members have set policy targets to achieve Net-Zero carbon emissions and others have strong sustainability initiatives to encourage positive interest in climate change and will Western Australia into a more sustainability future. A large number of WALGA Members have made Climate Change Declarations acknowledging that climate change will continue to have significant effects on the WA environment, society and economy and Local Government sector.

Large-Scale Renewable Energy Certificates (LGC) May need to be purchased on an ongoing and retrospective basis by Local Governments to identify and meet the scope of their renewable energy commitments. There may be a requirement to identify the technology behind the LGC under the quotation requirements provided. LGCs may be procured or surrendered on behalf of Local Government through the Renewable Energy Certificate Registry or procured and sold through the open LGC market.

Carbon credits for emissions other than energy may need to be purchased and different methodologies and formulas may be applied by Local Governments to identify the scope of their emission reporting. Local Governments may have a varying quantum of inclusions within their operations due to carbon intensive operations by the sector other than power, including landfill, fleet operation and civil construction. The Waste Management sector where landfill operations and industrial transfer stations for sorting and processing waste may be high carbon contributors.

Unless otherwise specifically requested by the WALGA Member, any sustainable offset activity provided under the scope of this category must be from a generation sourced based in Australia.

Non-regulated offsets such as those allowed under the Climate Active Carbon Neutral Standard are beyond the scope of supply of this category, which covers the provision of Australian Carbon Credit Units (ACCU's) only.

Competencies	Qualifications/Certifications and Technical Standards	Legal/regulatory compliance	Metadata
<ul style="list-style-type: none"> Knowledge and experience in the Australian carbon marketplace Familiarity and understanding of Local Government in Western Australia including governance and operations Capabilities in business analysis, reporting, data modelling and research Knowledge and understanding of the Large-scale Renewable Energy Target LGC Certificates must be sourced from an appropriate REC Registry account 	<p>Mandated:</p> <ul style="list-style-type: none"> Emission units and LGC's provided under the scope of this category must be issued by the Clean Energy Regulator <p>Desirable:</p> <p>Relevant membership and certification (where appropriate) from a professional body such as</p> <ul style="list-style-type: none"> Energy Efficiency Council Clean Energy Council Australian Institute of Energy 	<ul style="list-style-type: none"> National Greenhouse and Energy Reporting Act, 2007 Carbon Credits (Carbon Farming Initiative) Act, 2011 (CFI Act 2011) Clean Energy Act, 2011 Renewable Energy (Electricity) Act, 2000 Australian National Registry of Emissions Units Act, 2011 	<ul style="list-style-type: none"> Carbon Offset Renewable Energy Carbon Credit ACCU Zero emission Carbon reduction Emission LGC Renewable certificates REC Wind Solar Biomass

<ul style="list-style-type: none"> • Capability in managing REC Registry transfer and administration 	<ul style="list-style-type: none"> • Suppliers must hold an Australian Financial Services License where applicable to service delivery. • Quality Management Systems and processes, including accreditations and appropriate. 		<ul style="list-style-type: none"> • Waste to Energy • RET
<p>Member Engagement</p> <p>WALGA Members may utilise this category to purchase services that include but are not limited to:</p> <ul style="list-style-type: none"> • Services relating to the measuring, managing, reducing or offsetting carbon emissions and accelerating carbon abatement • Renewable Energy Certification, Carbon Offset trading mechanisms, decoupled green power and similar • Financial Advice in relation to Australian Carbon Credit Units (ACCU's) • Embedded Network systems to measure and bill carbon consumption • Reporting, advocacy and representation relating to Carbon Offset activity • Certificate Surrender on behalf of Local Government • Administer Certificate Transfer to Local Government's Electricity Retailer of choice 			

Request for Quotation

Request for Quotation:	<i>Midwest Regional Group Waste Collection and Processing</i>
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Deadline:	<i>12:00pm 9 June 2022</i>
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Address for Delivery:	<i>City of Greater Geraldton eQuotes (Vendorpanel) portal</i>
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RFQ Number:	<i>2122 10</i>
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1 Brief

1.1 Contract Requirements in Brief

The City of Greater Geraldton, Shire of Chapman Valley, Shire of Three Springs, Shire of Irwin, Shire of Northampton, Shire of Carnamah, Shire of Perenjori, Shire of Yalgoo, Shire of Mingenew, and Shire of Morawa invite submissions from suitably qualified and experienced Contractors for Waste and Recycling Collection and Processing Services within their respective Local Government boundaries.

The City of Greater Geraldton will be acting in Agency on behalf of each participating Local Government.

1.2 Guarantee

The intent of this Request is to appoint a single Contractor over the Contracts on offer. However, the Principals participating in this Request are their own Autonomous decision making bodies and as such no guarantees, actual or implied, can be provided to the number of Contracts or Contractors that may result through this Request.

1.3 Duration

The Principals participating within this RFQ are exploring seven (7) and ten (10) year Contract durations. The Shire of Carnamah, Irwin, Morawa and Mingenew are exploring seven (7) and ten (10) year Contract durations with the Ten year option being split into an initial period of five (5) Years with a further five (5) year Principal option being available.

The below table highlights the expiration dates of the Principals existing Contracts:

City of Greater Geraldton	August 2022
Shire of Carnamah	September 2022
Shire of Chapman Valley	August 2022
Shire of Irwin	August 2022
Shire of Mingenew	August 2022
Shire of Morawa	February 2023
Shire of Northampton	August 2022

Part 1 READ AND KEEP THIS PART

Shire of Perenjori	
Shire of Three Springs	
Shire of Yalgoo	Monthly

1.4 WHS

Each Participant will require the Contractor to undergo site Specific WHS induction processes prior to the commencement of any Work.

1.5 Current Service Outline

The below table highlights the key service areas currently being provided by each Principal to its community. Specifics on each service is located within each of the Principal's contract attached as a separate document to this Request.

	Collection Services	Bin Services	Verge Collection Services	Landfill Services	Transfer Station Services	Recyclable Sorting	Organic Sorting
City of Greater Geraldton	x	x	x			x	x
Shire of Carnamah	x						
Shire of Chapman Valley	x	x	x	x	x		
Shire of Irwin	x						
Shire of Mingenew	x	x			x		

	Collection Services	Bin Services	Verge Collection Services	Landfill Services	Transfer Station Services	Recyclable Sorting	Organic Sorting
Shire of Morawa	x		x				
Shire of Northampton	x	x		x	x		
Shire of Perenjori	x						
Shire of Three Springs	x						
Shire of Yalgoo	x						

1.6 Specifics

The following information is specific to each of the participating Principal's.

1.6.1 City of Greater Geraldton Specifics

The City of Greater Geraldton is ambitious in efforts to increase waste diversion and are exploring the opportunity for an opt in recycling offer inclusive of a roll out plan.

The City of Greater Geraldton, in an effort to meet market demand, would like to provide a transport haulage of recyclable waste in various size transportation loads to other external sites. This would include the plant and equipment as well as personnel.

City of Greater Geraldton will require the Contractor to complete and the City's WSH policies and procedures as a minimum.

The City of Greater Geraldton has amended the following items from the standard Waste Contract:

- Part E Clause 4.3 Exclusivity
- Part E Definitions – Added a definition for AdHoc
- Part E Definitions – Added a definition for Discretionary

1.6.2 Shire of Carnamah

The Shire of Chapman Valley has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's

1.6.3 Shire of Chapman Valley

The Shire of Chapman Valley has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's

1.6.4 Shire of Irwin

The Shire of Irwin is exploring the opportunity for enhanced services to its community. Optional services being sought through this Request include

- Kerbside Recycling Collection Services
- Bin Services (Provision and rollout of new services)
- Technology for enhanced reporting capability

The Shire of Irwin has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's
- Part E, Clause 8.12 Title to Bins, (Note: Bins are privately owned)
- Part E Clause 15.2 Ownership of Bins and Materials, (Note: Bins are privately owned)

1.6.5 Shire of Mingenew

The Shire of Mingenew has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's

The Shire of Mingenew is exploring the opportunity for enhanced services to its community. Optional services being sought through this Request include:

- Kerbside Recycling Collection Services

1.6.6 Shire of Morawa

The Shire of Morawa has a current collection contract until February 2023.

The Shire of Morawa is seeking separate pricing relative to optional services not currently provided. The Shire does not guarantee to take the Contractor up on any of these optional services but retains the right to do so during the term of the Contract if required.

Optional services include:

- Residential and Commercial Recycle Collection Services
- Street and Park Bin Recycling Services
- Front lift Bulk General Waste and Recycling Commercial Services
- Bulk Verge Collection Services
- Alternative Waste Disposal Site

1.6.7 The Shire of Northampton

The Shire of Northampton is exploring the opportunity for enhanced services to its community.

Optional services being sought through this Request include

- Kerbside Recycling Collection Services (inc E-Waste)
- Technology for enhanced reporting capability
- The option to the City of Greater Geraldton Meru Landfill for disposal as required by the Shire of Northampton.

The Shire of Northampton has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's
- Part E, Clause 8.12 Title to Bins, (Note: Bins are privately owned)
- Part E Clause 15.2 Ownership of Bins and Materials, (Note: Bins are privately owned)

1.6.8 The Shire of Perenjori

The Shire of Perenjori is exploring the opportunity for enhanced services to its community.

Optional services being sought through this Request include:

- Kerbside Recycling Collection Services

The Shire of Perenjori has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's

1.6.9 The Shire of Three Springs

The Shire of Three springs will be seeking to explore the following optional services

- Disposal of General Waste

The option to the City of Greater Geraldton Meru Landfill for disposal as required by the Shire of Three Springs.

- Residential Front lift Bulk Bin Verge Services

Shire provides 3.0 bulk front lift bins for residents in the town site of Three Springs (as defined by the Shire). These bins are delivered on a Tuesday and picked up the following Tuesday. The Shire does the booking of these bins and keeps the register of

residents that have used the service. A list is provided each week to the Contractor by the Shire of bins to be delivered.

- Front lift Bulk Cardboard Bin

Provision of one (1) 3.0m³ cardboard only bin to The Shire of Three Springs including hire and servicing of the bin fortnightly.

1.6.10 Shire of Yalgoo

The Shire of Yalgoo currently has 75 mixed waste 240L bins approximately 2 tonnes per week equating to approximately 96 tonnes per annum.

Collection services are currently performed on a weekly basis with the current collection day being Thursday. The Principal is open to changing the collection day if it is beneficial to the Mid West Waste group

The Shire of Yalgoo has amended the following items from the standard Waste Contract:

- Schedule 2 KPI's
- Part E, Clause 8.12 Title to Bins, (Note: Bins are privately owned)
- Part E Clause 15.2 Ownership of Bins and Materials, (Note: Bins are privately owned)

The addition of a 6m³ frontlift service is being considered by the Principal and may be adopted by the Principal at any point throughout the Contract.

2 Conditions of Responding

2.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

Contractor:	Means the person or persons, corporation or corporations whose Response is accepted by the Principal(s), and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The Deadline shown on the front cover of this Request for lodgement of your Submission.
General Conditions of Contract:	Means the WALGA preferred supplier panel 'Waste & Energy (PSP007)' Member Contract Conditions (Waste Services).
Offer:	A response to this Request to supply the Requirements, inclusive of the Offer Form and response to Selection Criteria.
Principal(s):	City of Greater Geraldton, Shire of Chapman Valley, Shire of Three Springs, Shire of Irwin, Shire of Northampton, Shire of Carnamah, Shire of Perenjori, Shire of Yalgoo, Shire of Mingenew, Shire of Morawa
Response:	Completed Offer, response to Selection Criteria and Attachments.
Respondent:	A person or organisation who has submitted or intends to submit a Response to this Request for Quotation.
Requirement:	The Goods and/or Services requested by the Principal(s).
Request or RFQ or Request for Quotation:	This document.
RFQ Open Period:	The time between advertising the Request and the Deadline.

2.2 RFQ Documents

This Request for Quote is comprised of the following parts:

- Part 1 – Brief
- Part 2 - Conditions of Responding (in PDF - read and keep this part).
- Part 3 - Specification (*in PDF - read and keep this part*).
- Part 4 - General Conditions of Contract (*in PDF - read and keep this part*).
- Part 5 - Respondent's Offer (in Word - complete and return this part, including all associated schedules).

Separate Documents includes:

- a) Attachment A – RFQ 2122 10 Price Schedule (inclusive of all participants)

- b) City of Greater Geraldton
 - City of Greater Geraldton Waste Contract
 - City of Greater Geraldton Regional Price Preference Policy
 - City of Greater Geraldton Contractor WHS Prequalification Questionnaire
- c) Shire of Carnamah
 - Shire of Carnamah Waste Contract
- d) Shire of Chapman Valley
 - Shire of Chapman Valley Waste Contract
 - Shire of Chapman Valley Regional Price Preference Policy
- e) Shire of Irwin
 - Shire of Irwin Waste Contract
 - Shire of Irwin Regional Price Preference Policy
- f) Shire of Mingenew
Shire of Irwin Waste Contract
- g) Shire of Morawa
Shire of Irwin Waste Contract
- h) Shire of Northampton
 - Shire of Northampton Waste Contract
 - Policy and Delegation Register
- i) Shire of Perenjori
 - Shire of Perenjori Waste Contract
- j) Shire of Three Springs
 - Shire of Three Springs Waste Contract
 - Regional Price Preference
- k) Shire of Yalgoo
 - Shire of Yalgoo Waste Contract

2.3 Contact Persons

Respondents should not rely on any information provided by any person other than the person listed below:

Name:	Ray Bailey
Telephone:	(08) 9956 6904
Email:	tenders@cgg.wa.gov.au

2.4 Requests for Clarification

Requests for clarification must be made using the online queries module through the eQuotes portal and may be the subject of an Addendum to this Request. No requests for information or clarification to the RFQ will be accepted later than five (5) working days prior to the Deadline of this Request.

2.5 Selection Criteria

The Contract may be awarded to a Respondent(s) who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the compliance, risk, and qualitative criteria to determine the most advantageous outcome to the Principal(s).

2.6 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration.

2.7 Risk Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Response will be assessed to determine its actual or potential impact. A determination that an unacceptable risk exists may eliminate the Submission from consideration.

2.8 Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response progressing through compliance and risk assessment against the Qualitative Criteria as detailed within Part 5 of this document. The extent to which the Respondent demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money. Each criterion is weighted to indicate the relative degree of importance that the Principal(s) places on the technical aspects of the goods or services being purchased.

Note: It is essential that Respondents address each Qualitative Criterion.

Information that you provide addressing each Qualitative Criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the evaluation process or a low score.

2.9 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

2.10 Lodgement of Response and Delivery Method

The Response must be lodged by the Deadline, as stated on the front cover of this Request.

The Response is to be submitted via the City of Greater Geraldton's eQuotes (Vendorpanel) Portal.

2.11 Rejection of Responses

A Response will be rejected without consideration of its merits in the event that:

- a) it is not submitted before the Deadline; or
- b) it is not submitted at the place specified in the Request for Quotation.

A Response may be rejected without consideration of its merits in the event that:

- a) it fails to comply with any other requirements of the Request for Quote; or
- b) the Respondent does not submit an Offer form which has been completed and signed together with all the required Attachments.

No web links or hyperlinks will be considered as part of any submission.

2.12 Acceptance of Responses

Unless otherwise stated in this Request, Responses may be for all or part of the Requirements and may be accepted by the Principal(s) either wholly or in part. The Principal(s) is not bound to accept the lowest Response and may reject any or all Responses submitted.

2.13 Precedence of documents

In the event of there being any conflict or inconsistency between the Terms and Conditions herein and those in the General Conditions of Contract, the Terms and Conditions appearing in this Request will have precedence.

2.14 Alterations

The Respondent must not alter or add to the Request documents unless required by these General Conditions of Responding.

The Principal(s) will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request for Quote documents before the Deadline.

2.15 Ownership of Responses

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Response shall become upon submission the absolute property of the Principal(s) and will not be returned to the Respondent at the conclusion of the Response process PROVIDED that the Respondent shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.16 Canvassing of Officers

If a Respondent, whether personally or by agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Response, then regardless of such canvassing having any influence on the acceptance of such Submission, the Principals may at its discretion omit the Respondent from consideration.

2.17 Identity of the Respondent

The identity of the Respondent and Contractor is fundamental to the Principal(s). The Respondent shall be the person, persons, corporation or corporations named as the Respondent in Part 5 of this Request. Upon acceptance of the Response, the Respondent will become the Contractor.

2.18 Regional Price Preference

Respondents may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principals Regional Preference Policy.

a) City of Greater Geraldton

A copy of the City of Greater Geraldton's policy is attached to this Request as a separate document.

b) Shire of Irwin

A copy of this policy is attached as a separate document.

3 Specification

3.1 Scope of Work

The City of Greater Geraldton, Shire of Chapman Valley, Shire of Three Springs, Shire of Irwin, Shire of Northampton, Shire of Carnamah, Shire of Perenjori, Shire of Yalgoo, Shire of Mingenew, and Shire of Morawa are seeking to establish a regional collaboration and solution to waste collection and processing in the region. Currently each Local Government manages their own waste contract with varying suppliers. The City of Geraldton serves the function as the alternative disposal site for many of the participating Local Governments and the group expects this to remain.

The region faces a number of challenges and seeks solution through this collaborative exercise. Due to the small population size of some Local Governments, it is common that collection routes will span multiple jurisdictions. Once the collection vehicles reach the transfer station or disposal site there is no clear mechanism for ownership of the waste.

Many of the participants within this RFQ have aspirations to adopt co-mingle recycling and FOGO over the life of the contract. Heat, remote locale and an emerging service all slows the adoption of these services. The group wishes to receive opt in and rollout plans for both co-mingled processing and FOGO at any time throughout the life of the contract.

The collective group is looking for a Contractor led solution to waste in order to minimize costs and enhance services in the region. If this requires adjustments to collection days or service delivery for the purpose of reducing cost, this will be considered.

3.2 Specification and Requirements

Specification and Requirements are as per 'Waste & Energy (PSP007)' Member Contract Conditions (Waste Services) and the attachments provided for each of the Principals.

4 General Conditions of Contract

The General Conditions of Contract will be as per the WALGA 'Waste & Energy (PSP007)' Member Contract Conditions (Waste Services). Each Principal will execute a separate contract with the selected Respondent utilising the "WALGA Procurement Form (Waste Services) / 'Waste & Energy (PSP007)' Member Contract Conditions (Waste Services).

5 Respondent's Offer

5.1 Offer Form

The Chief Executive Officer
City of Greater Geraldton
63 Cathedral Ave Geraldton WA 6530

The Chief Executive Officer
Shire of Northampton
Hampton Road, Northampton WA 6535

The Chief Executive Officer
Shire of Chapman Valley
Lot 7 Chapman Valley Road, Nabawa WA 6532

The Chief Executive Officer
Shire of Irwin
11-13 Waldeck Street, Dongara WA 6525

The Chief Executive Officer
Shire of Carnamah
33-37 Macpherson Street, Carnamah WA 6517

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road, Mingenew WA 6522

The Chief Executive Officer
Shire of Morawa
26 Winfield Street, Morawa WA 6623

The Chief Executive Officer
Shire of Perenjori
56 Fowler Street, Perenjori WA 6620

The Chief Executive Officer
Shire of Three Springs
132 Railway Road, Three Springs WA 6519

The Chief Executive Officer
Shire of Yalgoo
37 Gibbons Street, YALGOO WA 6635

I/We (Registered Entity Name): _____

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

In response to Request for Quotation (RFQ) 2122 10 Midwest Regional Group Waste Collection and Processing

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions contained in this Request signed and completed.

The responded price is valid up to ninety (90) calendar days from the date of the RFQ closing.

I/We agree that there will be no cost payable by the Principals towards the preparation or submission of this Response irrespective of its outcome.

Part 5 COMPLETE AND RETURN THIS PART

By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Response, in accordance with this Request, I understand no physical signature is required on this Declaration; that by lodging this Response I am automatically providing an electronic signature for this Declaration in accordance with the Electronic Transactions Act 1999 (Cth) and corresponding state and territory Acts.

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this RFQ.

Dated this _____ day of _____ 20____

Name of authorised person: _____

Position: _____

Telephone Number: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Compliance Criteria These items are Mandatory , Respondents unable to answer Yes to all items in this table will be excluded from evaluation.	
1. Acknowledgement	
a) Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principals.	Yes / No
2. Specification Compliance	
a) Compliance with the Specification contained in the Request.	Yes / No
3. Addenda	
a) Has the Respondent submitted in acknowledgement of all addenda distributed via eQuotes (Vendorpanel) during the RFQ Open Period?	Yes / No
4. Mid West Group Contamination Mechanism	
a) Please provide the Contamination Levy mechanism for the Mid West Group (Part B Item 18). b) Please provide the Gross Contamination Levy mechanism for the Mid West Group (Part B Item 18). c) Please provide the Audit Frequency for the Mid West Group (Part B Item 18).	Yes / No
5. Compaction Rate	
a) Provide your Compaction Rate in respect to the Kerbside Collection Vehicles conducting Kerbside Collection Services. (Part B Item 18).	Yes / No
6. Work Health and Safety	
a) Provide an overview of your safety management.	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

b) Do you agree to participate in each Participating Principal's induction procedures	
7. Optional Services	
a) Provide relevant details regarding the optional services being sought.	Yes / No

8. City of Geraldton Requirements	
<p>a) Has the Respondent read the City of Greater Geraldton Code of Business Ethics and Contractor Safety Manual and agreed to be bound by these documents whilst performing its obligations under a Contract?</p> <p><u>City of Greater Geraldton Code of Business Ethics</u></p> <p><u>City of Greater Geraldton Contractor Safety Manual</u></p> <p>Please note that with the impending Work Health and Safety Legislation in March 2022, a new Contractor Safety Manual will be issued to the successful Contractor once updated.</p>	Yes / No
9. Shire of Northampton Requirements	
<p>a) The Shire of Northampton requires the Contractor to provide its preferred Rise and fall methodology for inclusion into Annexure 3 of the Contract.</p> <p>b) The Shire of Northampton requires the contractor to agree to and follow its policies located in its Policy and Delegation Register (Attached as a separate document specifically:</p> <ul style="list-style-type: none">• 2. Finance – Policy 2.1 Local Purchase Policy on page 56• 4. Staff – Policy• 4.6 Staff – Occupational Safety & Health Policy on page 68; and• 4.7 Fitness for Work – Drug & Alcohol Policy on pages 69-74.	Yes / No

5.2.2 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Response;
- b) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;

Part 5 COMPLETE AND RETURN THIS PART

- c) Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- d) Respondents are to address each issue outlined within a Qualitative Criterion.

<p>A. Relevant Experience</p> <p>Respondents must address the following information in an attachment and label it Relevant Experience:</p>	<p>Weighting</p> <p>20%</p>
<ul style="list-style-type: none"> i. Details of similar and or relevant projects in performing Waste and Recycling Collection Services ii. Information of proposed personnel to be allocated to this service, such as the role in the performance of the Contract and their curriculum vitae. 	
<p>B. Capability to Provide Service</p> <p>Respondents must address the following information in an attachment and label it Capability to Provide Service:</p>	<p>Weighting</p> <p>20%</p>
<ul style="list-style-type: none"> i. Schedule of equipment to be utilised ii. Procedure for handling mechanical breakdowns iii. Maintenance programme iv. Provide an outline of collection methodology including how you will address any split loads between Local Government's boundaries and commercial ventures and public collection. 	
<p>C. Demonstrated Understanding</p> <p>Respondents should detail the process they intend to use to achieve the Requirements of the Specification in an attachment and label it Demonstrated Understanding:</p>	<p>Weighting</p> <p>10%</p>
<ul style="list-style-type: none"> i. Demonstrated understanding of the Scope of Work 	
<p>D. Price</p> <p>Respondents must complete and return the Price Schedule issued as an attachment to this request.</p> <p>It is to be noted that the price schedule requests pricing for both Regional 7 and 10 year and Individual 7 and 10 year pricing.</p> <p>Regional pricing is to apply on the basis that the Respondent is awarded contracts by all of the City of Greater Geraldton, Shire of Chapman Valley, Shire of Irwin, Shire of Northampton and any other of the participating Local Governments opting in to the Regional agreement.</p>	<p>Weighting</p> <p>50%</p>



Shire of Three Springs

Waste Services

Version 2.1 (December 2021)

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Procurement Form (Waste Services)

Part A

This Member Contract for Services is made pursuant to the Panel Agreement dated 30 March 2021 with agreement number PSP007 (Panel Agreement) between

1 Western Australian Local Government Association
ABN: 28 126 945 127 (**WALGA**)

and

2 **[Insert Contractor's name and details]** (Contractor)

Procurement Form Number: 2122/10

Member: Shire of Three Springs

It is agreed as follows:

- (a) WALGA and the Contractor entered into the Panel Agreement;
- (b) under the Panel Agreement, the Member is entitled to enter into individual contracts with the Contractor for the performance of the Services up until expiry of the term of the Panel Agreement by executing a Procurement Form;
- (c) by executing the Procurement Form, the Member and the Contractor are entering into a contract for the performance of the Services described in this Procurement Form, formed pursuant to the terms of, but separate from, the Panel Agreement. The Procurement Form consists of:

the terms and conditions of this Procurement Form, including any schedules, annexures or attachments to this Procurement Form; and

the Member Contract Conditions (Waste Services) as set out in Part E of this Procurement Form;

if there is any inconsistency between the documents referred to in paragraph (c), the documents will prevail in the order of precedence set out in paragraph (c) of this Procurement Form;

any term which is not defined in this Procurement Form has the meaning given to it in the Panel Agreement;

the Contractor represents and warrants to the Member that the execution of this Procurement Form has been properly authorised; and

for clarity, additional purported 'Member Contracts' may not be issued pursuant to this Member Contract.

Execution

Drafting Note: To be completed upon award of any resultant Contract.)

WALGA

Signed for

Shire of Three Springs

by its representative:

Sign here



Representative

By executing this Contract the signatory warrants that they are authorised to execute this Contract for Shire of Three Springs

Full name

Title

Signed by

[Insert Contractor Name in full]

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Sign here



Title

Company Secretary/Director/Sole Company Secretary/Director

Full name

Sign here



Title

Company Secretary/Director (*Not applicable if company has a sole Company Secretary-Director)

Full name

Part B

Procurement Form Details

	Item	Detail
1	Panel Agreement Number	PSP007
2	Party Details	Shire of Three Springs [Insert details of Contractor]
3	Date of Request for Services	[Insert date that the Request for Services is issued to the Contractor] (To be completed upon award of any resultant Contract)
4	Procurement Form Number and Title	RFQ 2122 10 Midwest Regional Group Waste Collection and Processing
5	Fee	The Fee determined in accordance with Schedule 3 of the Waste Services Conditions in Part E.
6	Security Amount	Not Applicable
7	Start Date	(To be completed upon award of any resultant Contract)
8	Date for Completion	The End Date
9	End date	(To be completed upon award of any resultant Contract) The earlier of: (a) (Date to be inserted upon award) or the date the Contract is terminated under clause 38.
10	Services	[Select the following Services which will be provided] <input checked="" type="checkbox"/> Collection Service <input checked="" type="checkbox"/> Bin Service <input type="checkbox"/> Verge Collection and Receptacle Services <input type="checkbox"/> Landfill Management and Transfer Station Services <input type="checkbox"/> Recyclables Sorting and Organic Waste Processing Services
11	Member Resources	Not Applicable
12	Member Approvals	Not Applicable
13	Approved Subcontractor	(To be completed upon award of any resultant Contract)
14	Insurance	Not Applicable
15	Recyclable Materials and Organics	Not Applicable

16	Container Deposit Scheme (Recyclables Sorting Service only)	Not Applicable
17	Maximum Liability Amount	An amount less than or equal to the total of the Fees payable by the Principal to the Contractor during the Services Term
18	Contamination	Not Applicable
19	Maximum Compaction Rate	Not Applicable
20	Public Place Collection Days	As detailed in Part C, 2.1 - Street and Park Bins Services of this Contract.

Specifications

1 Collection Service

1.1 General Waste and Recycling Collection Services

(a) Domestic and Commercial 240L Services

Waste disposal at Three Springs Landfill Site.

Provision of approximately 350 domestic and commercial general waste services for the town of Three Springs, some rural areas as well as the town sites of Arrino.

Approximate weights of general waste transferred for the Shire of Three Springs per week are as follows:

- Residential and Commercial side load collections: 8-12 tonne per week; and
- Commercial front lift collections: 8-10 tonne per week.

All Bins are owned by the Contractor. Bins are serviced on Mondays and Fridays.

The Contractor will provide repairs and replacements for general wear and tear to bins. Bins requiring replacement for reasons other than general wear and tear must be paid for by the resident. This is generally done by invoicing the resident. Replacement bins are not delivered until the invoice has been paid.

2 Bin Service

2.1 Street and Park Bins Services

Emptying of 15 street bins (either pole & lock or bin enclosures) serviced on Mondays, as well as 30 bins at the sports oval and caravan park.

2.2 Front lift Bulk General Waste Commercial Services

Provision of the following front lift bulk general waste services to commercial properties:

Front lift Bin Size	Number of Services
1.5 m3	1 per week
3.0 m3	8 per week

Please note that we also service front lift bins at the Shire Office and Shire Depot. These are both 3.0 m3 bins and are serviced once per week, included in the table above.

All front lift bins are owned by the Contractor.

Bins are serviced once a week on Fridays.

3 Verge Collection and Receptacle Services

Not Applicable

4 Landfill Management and Transfer Station Services

Not Applicable

5 Recyclables Sorting and Organic Waste Processing Services

Not Applicable

6 Optional Services.

The following services are optional and may be adopted by the Principal at any point throughout the Contract. The Principal will work with the Contractor in adopting this service.

6.1 Disposal of General Waste

The option to the City of Greater Geraldton Meru Landfill for disposal as required by the Shire of Three Springs.

6.2 Residential Front lift Bulk Bin Verge Services

Shire provides 3.0 bulk front lift bins for residents in the town site of Three Springs (as defined by the Shire). These bins are delivered on a Tuesday and picked up the following Tuesday. The Shire does the booking of these bins and keeps the register of residents that have used the service. A list is provided each week to the Contractor by the Shire of bins to be delivered.

6.3 Front lift Bulk Cardboard Bin

Provision of one (1) 3.0m³ cardboard only bin to The Shire of Three Springs including hire and servicing of the bin fortnightly.

Part D

Special Conditions

Not Used

Member Contract Conditions (Waste Services)

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2 Definitions and interpretation

2.1 Definitions

The meanings of the terms used in the Contract are set out below.

Term	Meaning
Acceptable Receptacle Waste	means Waste that may be placed in a Receptacle in accordance with: <ol style="list-style-type: none">1 the Principal's policy; or2 a Legal Requirement, in relation to Waste that may be collected from a Receptacle.
Acceptable Verge Waste	Hard Waste or Bulk Garden Organics that may be placed on the verge for collection in accordance with: <ol style="list-style-type: none">1 the Verge Collection Service; and2 the Principal's policy, or a Legal Requirement, in relation to Waste that may be collected from a verge.
Additional Term	Not Applicable
Affected Obligation	has the meaning given in clause 36.
Approval	each approval, certificate, licence, authority, waiver, exemption, registration, consent, permit or authorisation required to perform the Services in accordance with all applicable Laws.
Approved Institution	a financial institution that: <ol style="list-style-type: none">1 has an office open for business in Perth;2 is registered in Australia; and3 is an Australian trading bank registered under the <i>Banking Act 1959</i> (Cth), with a current Standard & Poor's rating of not less than A- or a similar rating from another financial institution acceptable to the Principal and approved in writing by the Principal.
Approved Subcontractor	a subcontractor listed as an "Approved Subcontractor" in the Procurement Form (if any).

Authority	means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.
Bin	a mobile garbage bin or receptacle approved by the Principal for use in the collection of Waste, Recyclables or Organics under the Contract.
Bin Delivery Point	the place to which a Bin is to be delivered by the Contractor.
Bin Register	where the Bin Service is not being provided, the Principal's bin register containing a complete record of Bin information, including the type and number of Bins at each Collection Point, as regularly updated by the Contractor in accordance with the Collection Service Specification.
Bin Service	the service described in part 2 of Part C.
Bulk Garden Organics	Waste that is vegetative Waste.
Bulk Waste	Waste that may be collected from a verge or a Receptacle in accordance with the Verge Collection Service or any Legal Requirement regarding Waste that may be so collected but excludes Bulk Garden Organics.
Business Day	a day that is not a Saturday, Sunday, or a public holiday in the place where the Principal has its head office, or 27, 28, 29, 30 or 31 December.
Carbon Scheme	any requirement imposed by Law or any Authority relating to greenhouse gas emissions, including the <i>National Greenhouse and Energy Reporting Act 2007</i> (Cth) and the <i>Carbon Credit (Carbon Farming Initiative) Act 2011</i> (Cth).
Change of Law	<p>any one or more of the following:</p> <ol style="list-style-type: none"> 1 a change in, or repeal of, an existing Environmental Law or Waste Law including but not limited; 2 the enactment or making of a new Environmental Law or Waste Law; 3 a change in the way an Environmental Law or Waste Law is applied or is interpreted as a result of a decision of a court of competent jurisdiction; or 4 the introduction of a price on carbon under any Carbon Scheme, <p>but does not include:</p> <ol style="list-style-type: none"> 5 a change in, or enactment of a new, Environmental Law or Waste Law which was not in force at the date of the Contract but which: <ul style="list-style-type: none"> — had been published prior to the date of the Contract in the Government Gazette by way of bill, draft bill or draft statutory

instrument, had been introduced prior to the date of the Contract as a bill into the Parliament of Western Australia or the Parliament of Australia or of which public notice had been given prior to the date of the Contract in a form which is substantially the same as the change in, or enactment of a new, Environmental Law or Waste Law; or

- a party experienced and competent in undertaking services similar to the Services would have reasonably foreseen or anticipated prior to the date of the Contract; or is substantially the same as an Environmental Law or Waste Law in force prior to the date of the Contract; or

6 a change in Law relating to Taxes.

Claim	a claim, demand, action or proceeding of any nature, whether actual or threatened, arising out of, or in connection with, the Contract or otherwise arising in any way whatsoever.
--------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Collected Material	the Waste collected in the course of the Collection Services, Verge Collection Services or Receptacle Services.
---------------------------	-----------------------------------------------------------------------------------------------------------------

Collection Area	the area described in the Procurement Form, as may be updated in accordance with clause 10.3(a).
------------------------	--------------------------------------------------------------------------------------------------

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

Collection Point	has the meaning given in clause 8.2(a).
-------------------------	-----------------------------------------

Collection Schedule	has the meaning given in clause 8.3(c).
----------------------------	-----------------------------------------

Collection Service	the collection of Waste other than as part of Verge Collection Services or Receptacle Services.
---------------------------	-------------------------------------------------------------------------------------------------

Collection Service Specification	the service described in section 1 of Part C.
-----------------------------------------	-----------------------------------------------

Collection Vehicle	the vehicles used by the Contractor to collect Materials under the Contract.
---------------------------	------------------------------------------------------------------------------

Confidential Information	the terms of the Contract and in respect of a party, all information in connection with the party's business, operations, finances or customers regardless of its form which is disclosed to, or acquired by, the other party directly or indirectly (whether before or after the date of the Contract) and which:
---------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 1 is, by its nature, confidential; or
 - 2 is treated or designated as confidential by the party or the receiving party knows, or ought to know, is confidential,
- but does not include information which:
- 3 is or becomes public knowledge other than by a breach of the Contract; or
 - 4 has been independently developed by the receiving party or is in the possession of the receiving party without restrictions on disclosure.

Container Deposit Scheme

the scheme implemented under the *Waste Avoidance and Resource Recovery (Container Deposit) Regulations 2019* (WA)

Contamination

the presence of a material, impurity or some other undesirable element that spoils, corrupts or infects any of the material collected in the delivery of the Services.

Contamination Level

the percentage of Contamination contained in material delivered to the Facility for or on behalf of the Principal

Contamination Levy

a levy imposed and applied to the calculation of the Fee in instances of Contamination.

Contract

the agreement formed between the parties regarding the performance of the Services by:

- 1 with respect to the Services, either:
 - the relevant Procurement Form; or
 - the details in VendorPanel; and
 - 2 the Services Contract Conditions,
- with the documents forming part of the Contract prevailing in the order of precedence set out in this definition.
-

Contractor

the party defined as the “Contractor” in the Procurement Form.

Contractor Default

has the meaning given in clause 38.1.

Contractor IP

any Intellectual Property of the Contractor (or Intellectual Property licensed to the Contractor by a third party) which:

- 1 is in existence before the date of the Contract or comes into existence after the date of the Contract other than in connection with the Contract or the provision of the Services; and
-

- 2 the Contractor makes available, contributes, brings to or uses in connection with the Contract.

Contractor's Depot	the Contractor's site for accommodating the Contractor's Plant.
---------------------------	-----------------------------------------------------------------

Contractor's Obligations	all of the Contractor's obligations under the Contract.
---------------------------------	---------------------------------------------------------

Contractor's Personnel	the Contractor's officers, employees, agents and subcontractors and their respective employees and agents.
-------------------------------	------------------------------------------------------------------------------------------------------------

Contractor's Plant	vehicles (including the Collection Vehicles), plant, implements, appliances, apparatus, facilities, equipment, tools and machinery used by the Contractor for providing the Services.
---------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Controlling Party	has the meaning given in clause 11.10(a).
--------------------------	-------------------------------------------

Corporations Act	the <i>Corporations Act 2001</i> (Cth).
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Critical Default	<p>where the Contractor:</p> <ol style="list-style-type: none">1 is the subject of an Insolvency Event;2 substantially breaches any Environmental Laws3 substantially breaches any Workplace Health and Safety Requirements4 breaches clause 24.1(a);5 has made a statement or representation to the Principal, which is proved to be false, untrue, misleading or incorrect to a material extent; or6 any of the Contractor's Personnel:<ul style="list-style-type: none">– fails to allow the Principal, or the Principal's nominated auditor, to conduct an audit in accordance with clause 6.4(d).– are involved with criminal activities which can reasonably be shown to affect the Principal or the provision of the Services, <p>and:</p> <ol style="list-style-type: none">7 if WALGA suspends or terminates the Panel Agreement in accordance with the terms of the Panel Agreement; or8 any other event which is deemed to be a Critical Default under the Contract.
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Customer Satisfaction Survey	has the meaning given in clause 24.3.
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Customer Service Centre	has the meaning given in clause 24.2.
Date for Completion	the date set out in the Procurement Form.
Defect	any defect, error, damage, deficiency, fault or inadequacy in the design, performance, workmanship, quality or makeup of the Services.
Delivered Material	<ol style="list-style-type: none"> 1 Collected Material where the Contractor is providing the Collection Services, Verge Collection Services or Receptacle Services in respect of the material; or 2 Waste delivered by the Principal's Waste collection service provider where the Contractor is not providing Collection Services, Verge Collection Services or Receptacle Services in respect of the material.
Dispute	a difference, dispute or issue arising at any time between the parties arising out of, or in connection with, the Contract.
Dispute Notice	a notice in respect of a Dispute given under clause 40.1(b).
Effective Date of Termination	<p>for the purposes of clause 39:</p> <ol style="list-style-type: none"> 1 midday on the date on which the Services begin to be provided by the Principal or any contractor appointed by the Principal; or 2 midday on any other date as may be agreed by the parties.
EMP	Environmental Management Plan for each of the relevant Services.
EMS	Environmental Management System.
End Date	the date set out in the Procurement Form.
Environment	has the meaning given to that term in the <i>Environmental Protection and Biodiversity Conservation Act 1999</i> (Cth).
Environmental Contamination	any event that arises in connection with the Services which has resulted in, or has the potential to result in, land, water or a site becoming 'Contaminated' as that term is defined under the <i>Contaminated Sites Act 2003</i> (WA).
Environmental Law	<ol style="list-style-type: none"> 1 all present and future legislation, regulations and local Laws in Western Australia and the Commonwealth concerning Environmental

matters including the *Environmental Protection Act 1986* (WA), *Conservation and Land Management Act 1984* (WA), *Rights in Water and Irrigation Act 1914* (WA), *Dangerous Goods Safety Act 2004* (WA), *Contaminated Sites Act 2003* (WA), *Planning and Development Act 2005* (WA), relevant local and regional planning schemes, *Aboriginal Heritage Act 1972* (WA), *Wildlife Conservation Act 1950* (WA) and *Environment Protection and Biodiversity Conservation Act 1999* (Cth);

- 2 Approvals issued under the items listed in paragraph 1; and
- 3 any common law relating to the Environment.

Excluded Loss	consequential, indirect or special loss, loss of production, loss of revenue, loss of profit or anticipated profit, business interruptions of any nature and loss of opportunities.
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Excluded Waste	means any Waste that a Facility is not allowed to accept either under an Approval that applies to the Facility or by operation of Law.
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Execution Date	the date the Contract is executed by the parties or, if executed in counterparts, the date the Contract is executed by the last party to do so.
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Extraordinary Gross Contamination	where the contents of a Collection Vehicle used for the collection of Recyclables or Organics have become so contaminated, that the Recyclables or Organics in the Collection Vehicle cannot reasonably be expected to be sorted or recovered and the whole or major part thereof of the load needs to be disposed to landfill.
------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Facility	each of a Landfill Facility, Transfer Station, Material Recovery Facility, Organic Waste Facility or Waste to Energy Facility or any combination of them, as applicable.
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Facility Operator	operator of a Facility.
--------------------------	-------------------------

Force Majeure Event	<p>any of the following occurring in Australia:</p> <ol style="list-style-type: none"> 1 act of God, including lightning, storm, cyclone, flood, earthquake, explosion, tsunami and wave conditions associated with a cyclone, fire, volcanic activity, landslide and sandstorm; 2 strike, lockout or other labour difficulty which applies in respect of state or Australia wide industrial disputes; 3 epidemic or quarantine by order of an Authority; 4 war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, act of terrorism, rebellion, riot, revolution, insurrection, martial law or confiscation by order of any Authority; 5 ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel; and
----------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

6 industrial action or dispute which affects Western Australia or Australia generally and is not directed at the affected party or any of its personnel or Related Bodies Corporate,

to the extent it:

- 7 was not caused by an act or omission of the affected party, its personnel or Related Bodies Corporate;
- 8 was beyond the reasonable control of the affected party, its personnel and Related Bodies Corporate; and
- 9 could not have been avoided or overcome by the affected party, its personnel or Related Bodies Corporate taking reasonable precautions or steps.

Good Industry Practice	<ol style="list-style-type: none">1 the exercise of the degree of skill, diligence, prudence and foresight that reasonably would be expected from a relevant contractor in performing services similar to the Services and under conditions comparable to those applicable to the Services;2 compliance with applicable standards and codes, being the standards and codes specified in the Contract or, if the Contract does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied by a prudent contractor in the circumstances; and3 compliance with any applicable Legal Requirements.
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Government Agency	any government or governmental, local governmental, semi-governmental, judicial, quasi-judicial or administrative entity, agency, department, commission, authority or Minister in Western Australia or the Commonwealth of Australia.
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Gross Contamination Levy	a levy imposed and applied to the calculation of the Fee in instances of Extraordinary Gross Contamination.
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GST	goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act.
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GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
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Hazardous Waste	<p>Waste that poses a threat or risk to public health, safety or the environment, including substances which are toxic, infectious, mutagenic, carcinogenic, teratogenic, explosive, flammable, corrosive, oxidising and radioactive.</p> <p>Inclusive of the Department of Water and Environmental Regulation (DWER) Landfill Waste Classification and Waste Definitions, as amended, where applicable.</p>
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Initial Term	the period from the Start Date until the date the End Date.
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Insolvency Event	<p>in respect of the Contractor:</p> <ol style="list-style-type: none"> 1 the appointment of an administrator, a liquidator, a provisional liquidator or a controller (including any receiver or receiver and manager); 2 any compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors (including a deed of company arrangement), insolvency, bankruptcy; or 3 any similar procedure or situation which involves a moratorium or the suspension of the payment of any debts or, where applicable, changes in the constitution of any partnership or person, or death.
Intellectual Property	all intellectual and industrial property rights, including trade marks, copyright (including future copyright), Moral Rights, inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights.
Kerbside Services	all services required to complete and support the collection, emptying and disposal of material from Kerbside Bins.
Key Performance Indicators (or KPIs)	the key performance indicators as set out in Schedule 2, as they apply to each relevant Service.
Landfill Facility	<ol style="list-style-type: none"> 1 if the Contractor is not providing Landfill Management Services, the landfill facility to which the Contractor must deliver Delivered Material or Residue (or both) as may be directed by the Principal from time to time; or 2 if the Contractor is providing Landfill Management Services, the landfill facility identified in the Procurement Form that the Contractor must operate and manage.
Landfill Management and Transfer Station Services Specification	the specification described in section 4 of Part C.
Landfill Management Service	<p>landfill waste management services performed by the Contractor at a Landfill Facility either:</p> <ol style="list-style-type: none"> 1 operated and managed on behalf of the Principal at a Principal-owned landfill facility; or 2 at a landfill facility operated and managed by the Contractor.
Laws	any act, ordinance, regulation, subordinate legislation, by-law award of the Local, State, Territory or Commonwealth (as applicable) Government.

Legal Requirements	includes: <ol style="list-style-type: none"> 1 Laws; 2 Approvals; and 3 fees, levies and charges payable in connection with those Laws and Approvals and otherwise in connection with the Services including all training payments and levies.
Licensed Area	the area or areas described as such in the Landfill Management and Transfer Station Services Specifications.
Loss	any liability, cost, expense, loss, personal injury (including illness), death or damage, amounts payable on a Claim (whether or not the Claim is successful), suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense, legal costs and disbursements.
Main Road	has the meaning given to that term in the <i>Main Roads Act 1930</i> (WA).
Material	Waste, Recyclables or Organics (or any combination of those, as the context requires).
Material Recovery Facility	<ol style="list-style-type: none"> 1 if the Contractor is not providing Recyclables Sorting Services, the resource recovery facility to which the Contractor must deliver Recyclables as directed by the Principal from time to time; or 2 if the Contractor is providing Recyclables Sorting Services, the resource recovery facility owned or operated by the Contractor at which the Recyclables Sorting Services are performed.
Maximum Capacity	the maximum capacity of the Landfill Facility to accept Delivered Material, as permitted by any Legal Requirement.
Maximum Compaction Rate	the maximum compaction rate specified in the Procurement Form.
Maximum Liability Amount	by reference to each party: <ol style="list-style-type: none"> 1 the amount in the Procurement Form; or 2 where no amount is provided in the Procurement Form, an amount equal to the total of the Fees payable by the Principal to the Contractor during the Services Term.
Member	the member identified in the Procurement Form (WALGA Member).

Fee	the payment calculated in accordance with the Contract and Schedule 3.
Moral Rights	has the meaning given in the <i>Copyright Act 1968</i> (Cth).
Nominated Disposal Facility	the location specified by the Principal for the disposal of Waste and Non-Recyclable material.
Nominated Material Recovery Facility	the Facility where the collected Recyclable Material is initially delivered and then either: <ol style="list-style-type: none"> 1 separated and prepared for end users; or 2 aggregated prior to transportation to a separate processing facility.
Non-Acceptance Notice	is defined in clause 13(c).
Non-Compostable Material	material within an Organics Bin which is not suitable for composting.
Non-Recyclable Material	material within a Recyclables Bin that is not suitable for recycling.
OH&S	occupational health and safety and has the same meaning as workplace health and safety.
OH&S Management System	an occupational health and safety management system to identify hazards in respect of health and safety, assess risks associated with those hazards and implement measures to eliminate or mitigate those risks.
OH&S Notification	has the meaning given in clause 23.4.
Opening Hours	the hours that a Facility is open for the receipt of Delivered Material as set out in the Collection Service Specification or the Landfill Management and Transfer Station Services Specification, as applicable.
Organics Bin	a mobile garbage bin or receptacle approved by the Principal for use in the collection of Organic Waste under the Contract.
Organic Waste	Waste that is biodegradable and comes from either a plant or animal, and includes Bulk Garden Organics, food waste and other organic matter from households.

Organic Waste Facility	<ol style="list-style-type: none"> 1 if the Contractor is not providing Organic Waste Processing Services, the resource recovery facility to which the Contractor must deliver Organic Waste as may be directed by the Principal from time to time; or 2 if the Contractor is providing Organic Waste Processing Services, the resource recovery facility owned or operated by the Contractor at which the Organic Waste Processing Services are performed.
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Organic Waste Processing Services	means the processing of Organic Waste and derivation of products from Organic Waste.
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Over-compaction Charge	the charge specified as such in the Recyclables Sorting and Organic Waste Processing Services Specification.
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Panel Agreement	the agreement between WALGA and the Contractor, regarding the panel pursuant to which the Contractor is providing the Services to the Principal.
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Party Details	the details of each party set out in the Procurement Form.
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Personnel	the Principal's Personnel or Contractor's Personnel, as the case may be.
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PMS	has the meaning given in clause 6.3.
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Policies and Guidelines	all of the policies and guidelines of the Principal made available to the Contractor, as amended from time to time.
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Principal	the party defined as the "Principal" in the Procurement Form, being an entity within the definition of "Member" (as that term is defined in the Panel Agreement).
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Principal Data	information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.
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Principal IP	any Intellectual Property of the Principal (or licensed to the Principal by a third party) which the Principal makes available, contributes, brings to or uses in connection with the Contract.
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Principal's Personnel	the Principal's Representative and the Principal's officers, employees, delegates, subcontractors and agents (excluding the Contractor and the Contractor's Personnel).
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Principal's Representative	the representative of the Principal, as may be replaced by the Principal from time to time, and will include any person notified to the Contractor as the representative of the Principal for the purposes of the Contract.
Principal-Supplied Plant and Equipment	the plant and equipment described in clause 20 that the Principal will supply for the Contractor's use in providing the Services, as identified in the Procurement Form.
Procurement Form	as appropriate: <ol style="list-style-type: none"> 1 the form of that title, order or requisition issued by the Principal to the Contractor from time to time, which provides for the specifics, execution and creation of the Contract for the provision of the Services; or 2 where a Contract is to be created in VendorPanel, the specifics contained on that system, by reference to the Services, necessary for a Contract to be created.
Products	Organic Waste or Recyclable Material sold by the Contractor to a third party.
Product Payment Rate	the rate payable for Products, as set out in Annexure 2 to Schedule 3 and updated in accordance with Schedule 3.
Professional Contractor	a contractor with skill and experience in, and the expertise and resources necessary to complete, the performance of services the same as, or similar to, the Services.
Project IP	is defined in clause 28.1(b).
Public Place Bins	Bins located within the Collection Area specifically for the deposition of Waste generated in public places, which may be collected on Public Place Collection Days.
Public Place Collection Days	the days on which the Contractor will collect Public Place Bins, as specified in the Procurement Form.
Receptacle	a receptacle for the storage of Hard Waste.
Receptacle Service	the provision of Receptacles and collection of Receptacles and Bulk Waste within the same, as further described in the Verge Collection and Receptacle Services Specification.

Records	<p>records and information of any kind, including originals and copies of all accounts, financial statements, bank statements, books, files, reports, records, correspondence, documents, drawings, diagrams, graphs, photographs, videos, computer models, design models and other materials created for, or relating to, or used in connection with, the Services or the performance of any of the obligations under the Contract, and however those records and information are held, stored or recorded. Records includes:</p> <ol style="list-style-type: none"> 1 all purchase orders, invoices, accounts, payment claims and records (insofar as they relate to the Services or the performance of the Contractor's Obligations under the Contract) relevant to the performance of the Contractor's Obligations under the Contract; 2 all correspondence, minutes of meetings, notes, reports, drawings and all other documentation associated with the Services or the performance of the Contractor's Obligations under the Contract; 3 any electronic communication in any format; and 4 anything which is a 'record' under the <i>State Records Act 2000</i> (WA).
Recyclable Sorting and Organic Waste Processing Services Specification	the specification described in section 5 of Part C.
Recyclables or Recyclable Materials	any material that is discarded or unwanted and typically recyclable through a Kerbside Waste Service, or as specified in the Procurement Form.
Recyclables Bin	a mobile garbage bin or receptacle approved by the Principal for use in the collection of Recyclables under the Contract.
Recyclables Sorting Services	services involving the separation of Recyclables from Residue and other types of Waste in the Delivered Material and the sorting of Recyclables ready for distribution to recyclables markets.
Waste Bins	a mobile garbage bin or receptacle approved by the Principal for use in the collection of Waste under the Contract.
Related Body Corporate	has the meaning as that term is defined under section 50 of the Corporations Act.
Residential Tenements	a Tenement which is used for residential purposes.
Residual Material	the Non-Recyclable Material remaining following the processing of Recyclables or Organics.

Residue	any Delivered Material which is not Recyclables or Bulk Garden Organics or General Organics.
Security	<p>an irrevocable and unconditional bank guarantee or alternate security serving a similar function to a bank guarantee:</p> <ol style="list-style-type: none"> 1 substantially in the form set out in Schedule 5 (or a form otherwise approved by the Principal); and 2 issued by an Approved Institution.
Security Amount	the amount identified in the Procurement Form.
Service Plan	<p>the Contractor's service plan, comprising the following sub-plans:</p> <ol style="list-style-type: none"> 1 implementation plan; 2 operational plan; 3 customer service plan; 4 quality management plan; 5 environmental management plan; 6 OH&S plan; and 7 contingency plan.
Services	<ol style="list-style-type: none"> 1 the performance of work and supply of materials; and 2 all other things required to be done, <p>by the Contractor under any services set out in the Procurement Form and includes any matters reasonably to be inferred from any relevant Specification or Good Industry Practice.</p>
Services Contract Conditions	The part of this document called 'Member Contract Conditions (Waste Services)'.
Services Requirements	<p>that:</p> <ol style="list-style-type: none"> 1 the Services meet the requirements of the Contract (including those set out in the Specifications); and 2 those tests which are required by the Contract to be carried out and passed in respect of the Services have been carried out and passed (or, where no such tests are set out in the Contract, any tests which are commonly required for services of the same nature as the Services have been carried out and passed).
Services Term	the period of time from the Start Date to last date of the Initial Term or Additional Term, as applicable.

Specifications	the specifications describing the Services to be supplied under the Contract, as set out in the Procurement Form.
Standards and Procedures	any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.
Start Date	the date set out in the Procurement Form.
Step-in Event	has the meaning given in clause 35.1(b).
Step-in Right	has the meaning given in clause 35.1(a).
Sustainability Objectives	has the meaning given in clause 19.
Tax	any income, land, indirect and other taxes, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST.
Tax Invoice	any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.
Tenements	a property or location within the Collection Area.
Transfer Station	the transfer station identified in the Landfill Management and Transfer Station Services Specification.
Transfer Station Service	the management and operation of the Transfer Station and sorting of Delivered Material, as further described in the Landfill Management and Transfer Station Services Specification.
Variation	a decrease, increase, omission, addition, or other change to any part of the Services to be performed under the Contract.
Variation Notice	a notice issued by the Principal under clause 33.1(b) directing the Contractor to carry out a Variation requested under clause 33.1(a).

Variation Quotation	a quotation from the Contractor which sets out the Contractor's additional costs or savings and the effect on the Services Date for Completion for performing a Variation requested under clause 33.1(a).
VendorPanel	WALGA's online quotation, compliance and contract management system, as updated from time to time, which includes the system formerly branded as "eQuotes".
Verge Collection and Receptacle Services Specification	the specification described in section 3 of Part C.
Verge Collection Point	has the meaning given to it in clause 10.2.
Verge Collection Program	the program run by the Principal for the collection of Hard Waste or Bulk Garden Organics from verges or other locations on or adjacent to Tenements that does not involve a Receptacle.
Verge Collection Schedule	has the meaning given to it in clause 10.3.
Verge Collection Service	the collection of Hard Waste or Bulk Garden Organics from verges of Tenements or other locations on or adjacent to a Tenement that does not involve a Receptacle in accordance with the Verge Collection Program, as further described in the Verge Collection and Receptacle Services Specification.
WALGA	the Western Australian Local Government Association (ABN 28 126 945 127) of 170 Railway Parade, West Leederville, in the State of Western Australia.
Waste	any substance that is placed into a Bin for collection and disposal or processing.
Waste Law	<ol style="list-style-type: none"> 1 all present and future legislation, regulations and local Laws in Western Australia and the Commonwealth concerning waste management and other waste matters including the <i>Waste Avoidance and Resource Recovery Act 2007</i> (WA) and <i>Waste Avoidance and Resource Recovery Levy Act 2007</i> (WA); 2 Approvals issued under the items listed in paragraph (1); and 3 any common law relating to waste management.

Waste Levy	the levy imposed under the <i>Waste Avoidance and Resource Recovery Levy Act 2007</i> (WA) and the <i>Waste Avoidance and Resource Recovery Levy Regulations 2008</i> (WA).
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Waste to Energy Facility	a facility which receives Waste and processes the Waste to generate energy.
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Wilful Misconduct	any wrongful act or omission that was intentionally done or involved reckless disregard for the likely consequences.
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Workplace Health and Safety Legislation	<p>all workplace, health and safety related:</p> <ol style="list-style-type: none">1 Law;2 codes of practice;3 other compliance codes;4 directions on safety or notices issued by any relevant authority; and5 standards, <p>where any part of the Services is being performed.</p> <p>This includes the <i>Occupational Safety and Health Act 1984</i> (WA), in addition to any other relevant legislation or regulations.</p>
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Workplace Health and Safety Requirements	any and all directions, instructions, requests or requirements relevant to or associated with or necessary for compliance by the Contractor and the Principal with Workplace Health and Safety Legislation and including any such matters of which the Contractor has been informed by the Principal orally or in writing, including any relevant Policies and Guidelines.
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Interpretation

In the Contract, unless the context suggests otherwise:

- (a) headings and bold type are for convenience only and do not affect the interpretation of the Contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the Contract have a corresponding meaning;
- (d) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (e) a reference to a clause, party, schedule or attachment is a reference to a clause of, and a party, schedule or attachment to, the Contract;

- (f) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- (h) a reference to a party to a document includes that party's successors and permitted assignees;
- (i) a promise on the part of 2 or more persons binds them jointly and severally;
- (j) no provision of the Contract will be construed adversely to a party because that party was responsible for the preparation of the Contract or that provision;
- (k) specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included;
- (l) a reference to 'consent', 'approved' or 'approval' will be deemed to mean 'consent to in writing', 'approved in writing' or 'approval in writing';
- (m) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year; and
- (n) Part 1F of the *Civil Liability Act 2002* (WA) does not apply to the Contract; and
- (o) to the extent of any inconsistency between the provisions of the documents forming the Contract, the Contractor must give the Principal notice of that inconsistency.

4 Services Term

4.1 Services Term

- (a) The Contract commences on the Start Date and ends on the End Date, unless terminated under clause 38.
- (b) Subject to clause 38, the Contract continues in full force and effect notwithstanding the termination or expiry of the Panel Agreement.

4.2 Extension to the Services Term

The parties may, by agreement in writing, at any time prior to the expiry of the Initial Term, extend the Services Term of the Contract for the Additional Term.

4.3 Exclusivity

- (a) During the Services Term, the Principal will not engage any person other than the Contractor to provide the Services, except that the Principal may, in its discretion:
 - (1) engage a third party to re-perform any defective or incomplete Services where the Contractor has first been given reasonable opportunity to rectify the deficiency and has failed to do so; and
 - (2) engage a third party to assist in the provision of emergency or hazardous waste management services.
- (b) For clarity, clause 4.3(a) does not apply to:

- (1) any services engaged by the Principal in respect of buildings or collection points other than the Collection Points the subject of the Contract; or
- (2) a component of the Services which is removed from the scope of the Contract in accordance with the Variation regime under clause 33.
- (c) The Principal acknowledges that the Contractor may supply goods and services of a similar nature as the Services to any person other than the Principal.

5 Performance of Services

5.1 Contractor acknowledgements

The Contractor acknowledges and agrees that:

- (a) the Services are core and essential Services provided by the Principal to its residents and others within its local government area; and
- (b) the Principal has relied on the representations made by the Contractor through its offer, including that it can meet the service standards required under the Contract including the Specifications.

5.2 General obligations

- (a) The Contractor must perform the Services in accordance with clause 6 and otherwise in accordance with the Contract.
- (b) The Contractor must ensure that it and the Contractor's Personnel, in performing the Contractor's Obligations under the Contract:
 - (1) have all of the necessary skills and training and hold all of the required qualifications and licences to perform the Services in accordance with all applicable Laws and industry standards;
 - (2) obtain any Approvals required for the performance of the Services, including any approvals set out in the Specifications;
 - (3) comply with all applicable Laws, the Policies and Guidelines and any reasonable directions given by the Principal;
 - (4) do not interfere with the Principal's activities or the activities of any other person at the Site;
 - (5) carry out the Contractor's Obligations in a safe manner in a way which does not prejudice safe working practices, safety and care of property or continuity of work;
 - (6) provide all such information and assistance as the Principal reasonably requires;
 - (7) at their own expense, supply all plant, equipment and resources required for the performance of the Services, except for any items of plant and equipment to be provided by the Principal as set out in the Specifications; and
 - (8) meet the Key Performance Indicators.

5.3 Meetings

- (a) Each month following the end of the previous quarter (or other date as reasonably directed by the Principal) the Contractor must attend a progress meeting with the Principal to address:
 - (1) the performance of the Services;
 - (2) workplace health and safety;
 - (3) communications and media; and
 - (4) any other contractual matters required by the Principal.
- (b) The Contractor must attend other meetings as reasonably requested by the Principal, including information briefings with stakeholders.

6 Quality of Services

6.1 General performance obligations

The Contractor must ensure that:

- (a) the Services match the description of the Services set out in the Procurement Form and comply with the requirements in the Contract;
- (b) the Services are performed with the professional skill, care and diligence expected of a skilled and experienced Professional Contractor;
- (c) any goods, materials, supplies, equipment or other items the Contractor uses or supplies as part of the Services are either new or of merchantable quality and are free from Defects in design, materials and workmanship; and
- (d) the Services are fit for the purpose stated in the Contract (including the Specifications), or the purpose which could reasonably be inferred by a Professional Contractor performing the Services.

6.2 KPIs

- (a) The objectives of the KPIs are to measure the Contractor's performance in accordance with its obligations under the Contract.
- (b) Without prejudice to the other provisions of the Contract, in performing its obligations under the Contract, the Contractor must achieve each of the requirements of, and standards set out in, the KPIs.
- (c) If the Contractor fails to achieve the requirements of, and standards set out in, a KPI, then the Contractor must:
 - (1) rectify that failure, if it is rectifiable; and
 - (2) submit to the Principal for its approval (acting reasonably) a plan outlining the steps that the Contractor will take to ensure that the relevant KPI will be complied with in future,within 14 days of the relevant KPI failure, and must comply with the terms of any plan submitted pursuant to clause 6.2(c)(2) that has been approved by the Principal.

6.3 Performance Management System

The Contractor must develop and maintain during the Services Term a Performance Management System (**PMS**) which:

- (a) specifies how the Contractor will ensure that it will comply with; and
 - (b) details the Contractor's compliance with,
- the Contract in order to achieve the KPIs set out in Schedule 2.

6.4 Contractor to assist Principal

- (a) The Contractor must provide the Principal with any information required by the Principal from time to time, acting reasonably, which may be necessary for the Principal to properly monitor the performance of the Services by the Contractor.
- (b) The Contractor acknowledges and agrees that the Principal, acting reasonably, will review the PMS from time to time during the Services Term to determine whether the Services are being performed in accordance with the KPIs and Specifications.
- (c) The Principal may undertake a full audit of the performance of the Services against the Specifications and the KPIs set out in Schedule 2.
- (d) The Contractor must provide the Principal with all information, and other assistance generally, required by the Principal, acting reasonably, in order to allow the Principal to undertake any such audit.
- (e) The Principal agrees to conduct a maximum of 4 performance audits under this clause 6.4 in any 12 month period during the Services Term.

7 Security

7.1 Obligation to provide Security

- (a) If specified in the Procurement Form, the Contractor must provide to the Principal the Security in accordance with this clause 7 and substantially in the form set out in Schedule 5.
- (b) The Contractor provides the Security for the purpose of:
 - (1) securing the Contractor's performance of the Contractor's Obligations (including the Services) in accordance with the Contract; and
 - (2) securing the Contractor's liability under the Contract.
- (c) Where required under the Contract, the Contractor must obtain and deliver the Security for the Security Amount to the Principal no later than the Start Date.
- (d) The Contractor is not entitled to lodge any claim for payment until it has delivered the Security in accordance with this clause 7.
- (e) The Contractor must ensure that, notwithstanding any payment made to the Principal under the Security, the Security is maintained in the Security Amount and otherwise remains valid and enforceable until expiry of the Services Term.

7.2 Recourse to Security

The Principal may have recourse to the whole or part of the Security in respect of any moneys for which the Contractor may be liable to the Principal under the Contract.

7.3 Release

The Principal must return the Security to the Contractor on the later of:

- (a) the date that is 10 Business Days after the expiry of the Services Term; and
- (b) the date the Contractor has performed all of its obligations under the Contract, including payment in full of all sums of money owed by the Contractor to the Principal under the Contract.

7.4 Duration and replacement of Security

- (a) Where:
 - (1) the Security has an expiry date; and
 - (2) the Contract requires the Security to remain in force beyond the expiry date of the Security,at least 20 Business Days prior to the expiry date of the Security, the Contractor must provide to the Principal a replacement Security meeting the requirements of the Contract.
- (b) If the Contractor does not provide a replacement Security to the Principal on or before the date that is 5 Business Days prior to the expiry date of the existing Security, then the Principal may make a demand on the existing Security, and may hold those funds as cash security in an interest bearing account in lieu of a Security. The Contractor will own any interest earned on such cash security.

7.5 No injunction

The Contractor must not take any steps to enjoin or otherwise restrain:

- (a) any issuer of the Security provided under this clause 7 from paying the Principal under the Security; or
- (b) the Principal from taking any steps for the purpose of making a demand under the Security provided under this clause 7 or receiving payment under the Security.

8 Collection Service

8.1 Application

This clause 8 applies to the Contract where the Procurement Form specifies that the Contractor is to provide the Collection Service.

8.2 Collection Services

- (a) Subject to clauses 8.3(f) and 8.4(a)(2), Waste must be collected by the Contractor in accordance with approved Collection Schedules from all:

- (1) Residential Tenements from Bins put out at the kerbside at the front of the Residential Tenement; and
 - (2) other Tenements identified in the Specification,
 (each a **Collection Point**).
- (b) The Collection Services must not take place:
 - (1) on a day that is not a Collection Day; or
 - (2) on any other days or at any other times set out in the Collection Services Specification,
 without the Principal's prior written consent which may be given subject to such conditions as the Principal considers reasonably appropriate.
- (c) The Contractor must carry out Collection Services scheduled for Christmas Day, New Year's Day and Good Friday on an alternative day within 7 days of the missed day, as approved by the Principal.
- (d) On becoming aware of, or upon receiving a notification of, a missed Waste collection from a resident or from the Principal, the Contractor must attend the relevant Collection Point and collect the Waste, at its cost. If the advice or notification is received prior to 11am on a Collection Day, collection must be made on that day and at the time set out in the Collection Service Specification.

8.3 Collection Schedule

- (a) No later than 20 Business Days prior to the Start Date, the Principal will provide to the Contractor a written list in electronic format of all addresses within the Collection Area to be serviced by Collection Services and, where requested by the Contractor, a list of Bin numbers at each Tenement and any special collection requirements for those Tenements. The Principal may update this list in writing at any time.
- (b) At the same time as providing the list under clause 8.3(a), the Principal may determine, and if so, must notify the Contractor of, the Collection Day applicable to any area within the Collection Area. If the Principal does not notify the Contractor of the Collection Day, the Contractor must determine the most efficient route and Collection Days to perform the Services.
- (c) The Contractor must prepare a schedule for the performance of the Collection Services at all Tenements within the Collection Area which must be consistent with:
 - (1) the information provided to the Contractor under clauses 8.3(a) and 8.3(b);
 - (2) the frequency for the collection of Waste specified in the Collection Service Specification;
 - (3) any other information the Principal provides to the Contractor for the purposes of determining the Collection Schedule; and
 - (4) Main Roads being serviced outside of peak traffic times,
 (**Collection Schedule**).
- (d) A draft of the Collection Schedule must be submitted by the Contractor to the Principal for approval at least 2 weeks prior to the Start Date.
- (e) Following receipt of a draft Collection Schedule, the Principal may:

- (1) require the Contractor to provide further information regarding the proposed Collection Schedule;
 - (2) direct reasonable amendments to the proposed Collection Schedule; and
 - (3) make its approval of the proposed Collection Schedule subject to such reasonable conditions as the Principal considers appropriate.
- (f) Any alteration to, or departure from, the approved Collection Schedule by the Contractor in the performance of Collection Services can only occur with the Principal's prior written consent. Should a collection occur late or not in accordance with the Collection Schedule and the Principal's prior written consent was not obtained to such a departure, the Contractor must notify the Principal in writing as soon as practicable.

8.4 Collection of Waste

- (a) The Contractor must:
 - (1) not empty a Bin and collect the Waste in or around the relevant Bin (in the Contractor's reasonable discretion) where the placement of this Waste does not comply with any policy of the Principal or any Legal Requirements; and
 - (2) not collect Waste from a Collection Point if the Principal has directed the Contractor not to do so; and
 - (3) not collect Waste from a Collection Point if Contractor is aware that any Waste placed in a Waste Bin for collection is not Recyclables or Organic Waste, or does not otherwise comply with a policy of the Principal or any Legal Requirements, unless advised otherwise by the Principal in writing.
- (b) If the Contractor does not empty a Bin in accordance with clause 8.4(a)(1), the Contractor must ensure that the driver of the Collection Vehicle:
 - (1) immediately notifies the Contractor of the address of the relevant Tenement and the reason for not emptying the Bin; and
 - (2) attaches to the Bin a notification, in a form approved by the Principal, indicating:
 - (A) why the Bin was not emptied;
 - (B) the steps that must be taken to have the Bin emptied in the future; and
 - (C) a phone number for enquiries.
- (c) After the driver of the Collection Vehicle notifies the Contractor under clause 8.4(a)(2), the Contractor must notify the Principal as soon as possible of the address, the serial number of the Bin (if available) and the reason for not emptying the Bin.
- (d) The Contractor must ensure that its Personnel collect and remove any material spilt:
 - (1) by them in performing the Collection Services;
 - (2) from any Bin; or
 - (3) from a Collection Vehicle.
- (e) After emptying each Bin, the Contractor should endeavour to place it:

- (1) as near as practicable to the position in which it was located prior to being emptied, but not on a road or within 1 metre of a driveway; and
 - (2) in an upright position with the lid of the Bin closed.
- (f) The Contractor must ensure that Bins are:
 - (1) not placed in a position hazardous to any person or property, including other Bins; and
 - (2) not dropped, dragged or thrown.
- (g) The Contractor must advise the Principal of any Tenements in respect of which the Contractor considers that special arrangements are required to provide Collection Services and take all necessary steps to implement such special arrangements unless otherwise agreed with the Principal.

8.5 Collection Vehicles

- (a) Without limiting any other clause of the Contract or the Panel Agreement, in performing Collection Services, the Contractor must:
 - (1) use a sufficient number of Collection Vehicles; and
 - (2) ensure that all Collection Vehicles are roadworthy, in good repair and condition, and sufficiently equipped to perform the Collection Services.
- (b) If at any time, the Principal, acting reasonably, considers that the Collection Vehicles are inadequate to properly perform the Collection Services, the Principal may in writing direct the Contractor to address such inadequacy as the Principal considers appropriate, and the Contractor must comply with such direction.
- (c) All Collection Vehicles must be kept clean and washed down both inside and outside and disinfected at the frequencies specified in the Collection Service Specification to the Principal's reasonable satisfaction and at the Contractor's premises.
- (d) All Collection Vehicles must be fitted with a two-way communication system and the Contractor must be able to maintain effective two-way communication with all Collection Vehicles from the Contractor's office.
- (e) When any Collection Vehicles are passing along roads or left standing in any public place, they must not be left standing in such a manner as to cause an unreasonable interference to the public's use of the road or public place or present a hazard to a member of the public.
- (f) The Contractor is responsible for all maintenance, parts and other resources required to operate and maintain each Collection Vehicle.
- (g) Unless otherwise agreed by the Parties in writing, the Contractor must, at its cost, ensure that on and from the Start Date each Collection Vehicle displays the signage set out in the Collection Service Specification which must be professionally finished or affixed in the manner directed by the Principal. For clarity, the Principal may in writing direct any identification information to be affixed to the Collection Vehicles.
- (h) If the Principal requests any changes to the signage displayed on any Collection Vehicle in addition to the requirements of 8.5(g), such changes must be agreed by the Parties and the Principal will be responsible for the costs of implementing such changes.

8.6 Delivery of Waste to the Facility

- (a) Where the Contractor is not the Facility Operator and is delivering Collected Material to a Facility of a Facility Operator engaged by the Principal to receive such Collected Material, the Contractor:
 - (1) must deliver the Collected Material to the Facility directed in writing by the Principal from time to time;
 - (2) must deliver only Collected Material to Facilities;
 - (3) subject to clause 8.6(a)(4), must deliver Collected Material to a Facility during its Opening Hours;
 - (4) may only deliver Collected Material to a Facility outside of its Opening Hours with the Principal's written permission, which may be given subject to conditions;
 - (5) when delivering Collected Material to the Facility must:
 - (A) not interfere with the activities of any other person at the Facility; and
 - (B) leave the Facility secure, clean, orderly and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Material; and
 - (6) must ensure that its Personnel while at the Facility comply with any:
 - (A) reasonable directions of representatives of the Facility Operator; and
 - (B) reasonable rules or policies of which notice has been given to the Contractor by the Facility Operator or Principal, including rules about occupational health and safety.
- (b) The Contractor must:
 - (1) ensure that all Collected Material delivered to a Facility is weighed at the weighbridge at the Facility or, if the Facility does not have a weighbridge, is otherwise calculated using the procedures of the Facility; and
 - (2) provide to the Principal weighbridge dockets for a specified period of time within 3 Business Days of a request being made by the Principal.
- (c) Where the Contractor is the Facility Operator or is delivering Collected Material to a Facility of a Facility Operator engaged by the Contractor to receive such Collected Material, the Contractor must ensure that the weighbridge is appropriately licensed and calibrated for accuracy in accordance with applicable Laws.
- (d) The parties acknowledge and agree that the weighbridge measurements are conclusive evidence of the amount of Collected Material received at the Facility and will be used for the purpose of calculating the Fee.
- (e) If the Contractor is not providing Recyclables Sorting Services and any Collected Material delivered to a Material Recovery Facility exceeds the Maximum Compaction Rate, the Principal may deduct the amount of any Over-compaction Charge paid by the Principal to the Facility Operator of that Facility from the Fee.

- (f) As at the Execution Date, the Principal's nominated Facility or Facilities for delivery of Collected Material are set out in the Procurement Form. If the Principal nominates an alternative facility, then the Contractor will be entitled to a variation to the Fee, to reflect the change in distance. The price variation will be based on "rate per kilometre to an alternative facility" set out in the Collection Service Specification. In emergency situations where it is not possible to agree a variation to the Fee, the Principal is liable for any additional direct costs reasonably incurred by the Contractor in delivering the waste to an alternative facility, as notified by the Contractor to the Principal in writing prior to the cost being incurred.

8.7 Additional reporting

Without limiting any other requirements in the Contract or the Panel Agreement, the Contractor must maintain records of:

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

8.8 Complaints

Unless requested otherwise by the Principal, if the Contractor receives any complaint from a Tenement occupier regarding the Contractor's failure to service that Tenement or the manner in which the Contractor has serviced the Tenement, the Contractor must:

- (a) immediately notify the Principal of the complaint;
- (b) immediately investigate the complaint and advise the Principal and the complainant of the result of the investigation as soon as possible after that investigation is complete; and
- (c) where the investigation determines that the Contractor has failed to collect and remove Waste in accordance with the Contract or has failed to service the Tenement in accordance with Good Industry Practice, rectify any such failure as soon as practicable.

8.9 Notifications

If Bin Services are not provided under the Contract and the Contractor or Contractor's Personnel becomes aware that a Bin is damaged or is no longer required at a Collection Point, the Contractor must immediately notify the Principal.

8.10 Advertising

Except as otherwise provided in the Collection Service Specification, in the event of any suspension of, or a stoppage or disruption to, the Collection Services, which was reasonably caused by an act or omission of the Contractor or its Personnel, the Contractor must, as and when directed in writing by the Principal:

- (a) place advertisements in newspapers nominated by the Principal; and
- (b) organise a letterbox drop of information to affected areas; or
- (c) arrange for advertising in any other medium approved by the Principal,

advising of the relevant suspension, stoppage or disruption, with the form and content of the newspaper advertisement and of any information distributed to be approved by the Principal.

8.11 Waste Levy

- (a) This clause 8.11 applies if the Contractor is not the Facility Operator of the Landfill Facility to which the Contractor delivers Collected Material and the cost of the Facility Operator paying the Waste Levy in respect of the Collected Material is passed on by the Facility Operator to the Contractor under an agreement between the Facility Operator and the Contractor.
- (b) Notwithstanding any provision of the Contract, if there is an increase or decrease in the rate of the Waste Levy and this increase or decrease is passed on to the Contractor by the Facility Operator, the Contractor may increase and must decrease the Fee for the amount of the increase or decrease (as the case may be) effective from the date of the increase or decrease. For clarity, this does not enable the Contractor to charge the Principal for an administrative levy or other fee in relation to the increase or decrease of the Waste Levy and Fee.

8.12 Title to Bins

Unless provided otherwise in the Collection Service Specification, if the Contractor provides Bins as part of the Collection Services and ownership of such Bins is stated by the Contract as vesting in the Contractor, then on the date on which the Contract terminates, ownership of such Bins vests in the Principal.

9 Bin Service

9.1 Application

This clause 9 applies to the Contract where the Procurement Form specifies that the Contractor is to provide the Bin Service.

9.2 Serial Numbers

The Contractor must, unless directed in writing otherwise by the Principal:

- (a) on provision of an address list in electronic format by the Principal, deliver to the Principal a database of all serial numbers of the Bins to be supplied and the addresses of Bin Delivery Points in a form, and using database software, approved by the Principal, prior to the Start Date;
- (b) provide the Principal with written notice on a monthly basis of the serial number of any Bins delivered by the Contractor during that month and the address of the Bin Delivery Point to which it was delivered; and
- (c) deliver to the Principal, within 5 days of the end of the Services Term, the database provided under clause 9.2(a) updated to reflect the information provided under clause 9.2(b).

9.3 Retrieval and replacement of Bins

If required in the Specification, the Contractor must retrieve Bins that are damaged or no longer required and deal with them as follows:

- (a) either:
 - (1) if they are damaged beyond repair, preferably recycle or if recycling is not possible dispose of them; or
 - (2) repair and store them at a secure location for re-issue to Bin Delivery Points as required;
- (b) if a Bin is removed due to being damaged, replace that Bin, by issuing a replacement Bin in a timely manner; and
- (c) use its best endeavours to reuse Bins wherever possible.

9.4 Affixation of notices to Bins

- (a) If directed in writing by the Principal, the Contractor must attach notices to all Bins which have already been, or are to be, supplied to Bin Delivery Points in any manner specified by the Principal.
- (b) The Principal will supply any such notices and must compensate the Contractor for its reasonable costs in affixing such notices.

10 Verge Collection Service and Receptacle Services

10.1 Application

This clause 10 applies to the Contract where the Procurement Form specifies that the Contractor is to provide the Verge Collection Service or Receptacle Service.

10.2 Verge Collection Service

- (a) Subject to clauses 10.3(a), 10.3(b) and 10.3(f), Hard Waste must be collected by the Contractor in accordance with approved Verge Collection Schedules from all:
 - (1) verges at the front of Residential Tenements; and
 - (2) verges of other Tenements or locations nominated in writing by the Principal,(each a **Verge Collection Point**).
- (b) The Verge Collection Services must not take place:
 - (1) on a day that is not a Collection Day; or
 - (2) on the days and at the times set out in the Verge Collection and Receptacle Services Specifications,without the prior written consent of the Principal which may be given subject to such conditions as the Principal considers appropriate.
- (c) On becoming aware of, or upon receiving a notification of, a missed collection from an occupier of a Tenement or from the Principal, where the materials that were not collected are Acceptable Verge Waste, the

Contractor must attend the relevant Verge Collection Point and collect the materials, at its cost as soon as practicable.

10.3 Verge Collection Schedule

- (a) No later than 20 Business Days prior to the Start Date, the Principal must provide the Contractor a written list in electronic format of all addresses within the Collection Area to be serviced by Verge Collection Services. The Principal may update this list in writing at any time.
- (b) The Principal will provide details of the requirements and proposed schedule for its Verge Collection Program within 20 Business Days of the Execution Date or 20 Business Days after the anniversary of the Execution Date, as the case may be.
- (c) The Contractor must prepare a schedule for the performance of the Verge Collection Services within the Collection Area which must be consistent with:
 - (1) the information provided to the Contractor under clauses 10.3(a) and 10.3(b);
 - (2) any other information that the Principal provides to the Contractor for the purposes of determining the Verge Collection Schedule; and
 - (3) Main Roads being serviced outside of peak traffic times,
(Verge Collection Schedule).
- (d) A draft of the Verge Collection Schedule must be submitted by the Contractor to the Principal for approval at least 20 Business Days prior to the Start Date and the Principal must respond to the draft under clause 10.3(e) within 5 Business Days of receipt.
- (e) Following receipt of a draft Verge Collection Schedule, the Principal may:
 - (1) require the Contractor to provide further information regarding the proposed Verge Collection Schedule;
 - (2) direct reasonable amendments to the proposed Verge Collection Schedule; and
 - (3) make its approval of the proposed Verge Collection Schedule subject to such reasonable conditions as the Principal considers appropriate.
- (f) The Verge Collection Schedule must be approved by the Principal at least 10 Business Days prior to the Start Date.
- (g) Any alteration to, or departure from, the approved Verge Collection Schedule by the Contractor in the conduct of Verge Collection Services can only occur with the Principal's prior written consent. Should a collection occur late or not in accordance with the Verge Collection Schedule and the Principal's prior written consent was not obtained to such a departure, the Contractor must notify the Principal in writing as soon as practicable.

10.4 Collection of Waste as part of Verge Collection Services

- (a) The Contractor must only collect Hard Waste or Bulk Garden Organics that is Acceptable Verge Waste.
- (b) If the manner in which any Hard Waste or Bulk Garden Organics is placed for collection from any Verge Collection Point does not comply with any

policy of the Principal or any Legal Requirements, the Contractor must not collect such material.

- (c) If the Contractor does not collect any Hard Waste or Bulk Garden Organics in accordance with clause 10.4(b), the Contractor must ensure that the driver of the Collection Vehicle immediately notifies the Contractor of the address of the relevant Tenement and the reason for not collecting the material.
- (d) If the Contractor receives a notice under clause 10.4(c), the Contractor must notify the Principal as soon as possible of the address and the reason for not collecting the material.
- (e) The Contractor must ensure that its Personnel collect and remove any material spilt:
 - (1) by them in performing the Verge Collection Services; or
 - (2) from a Collection Vehicle.
- (f) The Contractor must advise the Principal of any Tenements in respect of which the Contractor considers that special arrangements are required to provide Verge Collection Services and take all necessary steps to implement such special arrangements at its cost.

10.5 Receptacle Services

- (a) The Contractor must provide Receptacles for use by occupiers of Tenements in accordance with this clause 10.5.
- (b) Following a request by a Tenement occupier for the use of a Receptacle, the Principal must provide a written request to the Contractor to deliver a Receptacle to the Tenement, and to collect the Receptacle and the Hard Waste within it, on specified dates. Where the Receptacle is to be placed on a location other than a verge, the request must specify the location on or adjacent to the Tenement on which the Receptacle is to be placed. If:
 - (1) there is no suitable location at or near the Tenement on which the Receptacle can be safely located, the Contractor can decline to provide the Receptacle and must notify the Principal accordingly; or
 - (2) there is a suitable location at the Tenement on which the Receptacle can be safely located, the Contractor must deliver the Receptacle, subject to the occupier of the Tenement executing a document consenting to the placement of the Receptacle in the location proposed and releasing and indemnifying the Contractor from and against liability for loss or damage to any private property caused by the placement of the Receptacle in that location.
- (c) The Contractor must comply with any reasonable request made under clause 10.5(b) subject to availability of Receptacles between the specified dates.
- (d) The Contractor must only collect Hard Waste that is Acceptable Receptacle Waste.
- (e) If the manner in which any Hard Waste is placed for collection from any Verge Collection Point does not comply with any policy of the Principal or any Legal Requirements, the Contractor must not collect such material.
- (f) If the Contractor does not collect any Hard Waste in accordance with clauses 10.5(d) or 10.5(e), the Contractor must ensure that the driver of the Collection

Vehicle immediately notifies the Contractor of the address of the relevant Tenement and the reason for not collecting the material, following which the Contractor must notify the Principal as soon as possible of the address and the reason for not collecting the material.

- (g) The Contractor must ensure that its Personnel collect and remove any material spilt:
 - (1) by them in performing the Receptacle Services;
 - (2) from any Receptacle; or
 - (3) from a Collection Vehicle.
- (h) The Contractor must ensure that, when delivered, Receptacles are not placed in a position hazardous to any person or property.

10.6 Collection Vehicles

- (a) In performing Verge Collection Services and Receptacle Services, the Contractor must:
 - (1) use a sufficient number of Collection Vehicles; and
 - (2) ensure that all Collection Vehicles are roadworthy, in good repair and condition, and sufficiently equipped to perform the Verge Collection Services or Receptacle Services (or both).
- (b) If at any time, the Principal, acting reasonably, considers that the Collection Vehicles are inadequate to properly perform the Verge Collection Services or the Receptacle Services, the Principal may in writing direct the Contractor to address such inadequacy as the Principal considers appropriate, and the Contractor must comply with such direction.
- (c) All Collection Vehicles must be kept clean and washed down both inside and outside.
- (d) All Collection Vehicles must be fitted with a two-way communication system and the Contractor must be able to maintain effective two-way communication with all Collection Vehicles from the Contractor's office.
- (e) When any Collection Vehicles are passing along roads or left standing in any public place, they must not be left standing in such a manner as to cause an unreasonable interference to the public's use of the road or public place or present a hazard to a member of the public.
- (f) The Contractor is responsible for all maintenance, parts and other resources required to operate and maintain each Collection Vehicle.

10.7 Delivery of Waste to the Facility

- (a) Where the Contractor is not the Facility Operator and is delivering Collected Material to a Facility of a Facility Operator engaged by the Principal to receive such Collected Material, the Contractor:
 - (1) must deliver all Collected Material to the Facility directed in writing by the Principal from time to time;
 - (2) must deliver only Collected Material to Facilities;
 - (3) subject to clause 10.7(a)(4), must deliver Collected Material to a Facility during its Opening Hours;

- (4) may only deliver Collected Material to a Facility outside of its Opening Hours with the Principal's written permission, which may be given subject to conditions;
- (5) when delivering Collected Material to the Facility must:
 - (A) not interfere with the activities of any other person at the Facility; and
 - (B) leave the Facility secure, clean, orderly and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Material; and
- (6) must ensure that its Personnel while at the Facility comply with any:
 - (A) reasonable directions of representatives of the Facility Operator; and
 - (B) reasonable rules or policies of which notice has been given to the Contractor by the Facility Operator or Principal, including rules about occupational health and safety.
- (b) The Contractor must:
 - (1) ensure that all Collected Material delivered to a Facility is weighed at the weighbridge at the Facility or, if the Facility does not have a weighbridge, is otherwise calculated using the procedures of the Facility; and
 - (2) provide to the Principal weighbridge dockets for a specified period of time within 3 Business Days of a request being made by the Principal.
- (c) Where the Contractor is the Facility Operator or is delivering Collected Material to a Facility of a Facility Operator engaged by the Contractor to receive such Collected Material, the Contractor must ensure that the weighbridge is appropriately licensed and calibrated for accuracy in accordance with applicable Laws.
- (d) The parties acknowledge and agree that the weighbridge measurements are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating the Fee.
- (e) As at the Execution Date, the Principal's nominated Facility or Facilities for delivery of Collected Material are set out in the Collection Service Specification. If the Principal nominates an alternative facility, then the Contractor will be entitled to a variation to the Fee, to reflect the change in distance. The price variation will be based on "rate per kilometre to an alternative facility" set out in the Collection Service Specification. In emergency situations where it is not possible to agree a variation to the Fee, the Principal is liable for any additional costs reasonably incurred by the Contractor in delivering the Waste to an alternative facility, as notified by the Contractor to the Principal in writing prior to the cost being incurred.

10.8 Additional reporting

The Contractor must maintain records of:

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

10.9 Complaints

Unless requested otherwise by the Principal, if the Contractor receives a complaint from a Tenement occupier regarding the Contractor's failure to service the Tenement or the manner in which the Contractor has serviced the Tenement, the Contractor must:

- (a) immediately notify the Principal of the complaint;
- (b) immediately investigate the complaint and advise the Principal and the complainant of the result of the investigation as soon as possible after that investigation is complete; and
- (c) where the investigation determines that the Contractor has failed to collect and remove Waste in accordance with the Contract or in accordance with Good Industry Practice, rectify any such failure as soon as practicable.

10.10 Advertising

Except as otherwise provided in the Verge Collection and Receptacle Services Specification, in the event of any suspension of, or a stoppage or disruption to, the Verge Collection Services, which was reasonably caused by an act or omission of the Contractor or its Personnel, the Contractor must, as and when directed in writing by the Principal:

- (a) place advertisements in newspapers nominated by the Principal; and
- (b) organise a letterbox drop of information to affected areas; or
- (c) arrange for advertising in any other medium approved by the Principal,

advising of the relevant suspension, stoppage or disruption, with the form and content of the newspaper advertisement and of any information distributed to be approved by the Principal.

10.11 Waste Levy

- (a) This clause 10.11 applies if the Contractor is not the Facility Operator of the Landfill Facility to which the Contractor delivers Collected Material and the cost of the Facility Operator paying the Waste Levy in respect of the Collected Material is passed on by the Facility Operator to the Contractor under an agreement between the Facility Operator and the Contractor.
- (b) Notwithstanding any provision of the Contract, if there is an increase or decrease in the rate of the Waste Levy and this increase or decrease is passed on to the Contractor by the Facility Operator, the Contractor may increase and must decrease the Fee for the amount of the increase or decrease (as the case may be) effective from the date of the increase or decrease. For clarity, this does not enable the Contractor to charge the Principal for an administrative levy or other fee in relation to the increase or decrease of the Waste Levy and Fee.

11 Landfill Management Service and Transfer Station Service

11.1 Application

This clause 11 applies to the Contract where the Procurement Form specifies that the Contractor is to provide the Landfill Management Service or Transfer Station Service.

11.2 Transfer Station Services

- (a) Subject to clause 11.2(b) the Contractor must accept, sort, store, transport, reuse, recycle, recover or dispose of all Delivered Material delivered to the Transfer Station.
- (b) The Contractor may refuse to accept at the Transfer Station any Delivered Material that is Excluded Waste.
- (c) The Contractor must have available to it an alternative facility for the receipt of Delivered Material where the maximum capacity of the Transfer Station is likely to be exceeded should the Transfer Station receive Delivered Material.
- (d) If the receipt of Delivered Material is likely to result in the maximum capacity of the Transfer Station being exceeded, the Contractor must notify the Principal immediately of that fact and the address of the alternative facility which will receive the Delivered Material.
- (e) Where Delivered Material is delivered to an alternative facility in accordance with clauses 11.2(c) and 11.2(d), the Contractor must maintain a reporting structure and pay the Principal any additional reasonable costs, reasonably demonstrated, incurred by the Principal in having the Delivered Material delivered to that alternative facility.

11.3 Landfill Management Services

- (a) Subject to clause 11.3(b), the Contractor must accept all Delivered Material delivered to a Landfill Facility for disposal.
- (b) The Contractor may refuse to accept at a Landfill Facility any Delivered Material that is Excluded Waste.
- (c) The Contractor must maintain and ensure that the Landfill Facility is available for the disposal of Delivered Material.
- (d) If the Delivered Material exceeds the Maximum Capacity of the Landfill Facility within the Services Term, subject to clause 11.3(e), the Contractor has no legal obligation to accept any further Delivered Material for disposal.
- (e) If the Maximum Capacity of the Landfill Facility is likely to be reached before the end of the Services Term, the Contractor must notify the Principal at least 12 months prior to the estimated date of the Maximum Capacity being reached. After receipt of such a notice, the Principal may, in its absolute discretion, on one month's written notice to the Contractor, terminate the Landfill Management Service in whole or in part.
- (f) The Contractor must ensure that the Landfill Facility is able to accept all Delivered Material that the Landfill Facility is licenced to accept under an Approval or Legal Requirement and in accordance with the Contract.

11.4 Receipt of Delivered Material

- (a) The Contractor must operate the Facility during the Opening Hours.
- (b) The Contractor must ensure that all Delivered Material received at the Facility is weighed at the weighbridge at the Facility or, if the Facility does not have a weighbridge, is otherwise calculated using the procedures of the Facility.
- (c) The Contractor must ensure that the weighbridge is appropriately licensed and calibrated for accuracy in accordance with applicable Laws.
- (d) The Contractor must provide to the Principal weighbridge dockets for a specified period of time within 3 Business Days of a request being made by the Principal.
- (e) The Parties acknowledge and agree that the weighbridge measurements are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating the Fee.
- (f) The Contractor must accept all Delivered Material and perform the Landfill Management Services or the Transfer Station Services (or both), as the case may be, in accordance with all applicable Legal Requirements, the Contract, Good Industry Practice and the Standards and Procedures.
- (g) The Contractor must store, transport and dispose of Residue, including Hazardous Waste other than Excluded Waste, in accordance with all applicable Legal Requirements at its own cost.
- (h) The Principal may, on reasonable written notice to the Contractor, inspect the Facility and the Contractor must provide the Principal with all reasonable assistance and access.

11.5 Delivery to another Facility

Where the Contractor is providing Transfer Station Services, the Contractor must, as directed in writing by the Principal from time to time, in accordance with the Specifications:

- (a) deliver all Recyclables to a Material Recovery Facility; and
- (b) deliver all Organics to an Organic Waste Facility; and
- (c) deliver all other Waste to a Landfill Facility.

11.6 Waste Levy where Contractor is providing Landfill Management Services

Notwithstanding any provision of the Contract, if there is an increase or decrease in the rate of the Waste Levy and the Contractor is liable to pay the Waste Levy, the Contractor may increase or decrease the Fee for the amount of the increase or decrease effective from the date of the increase or decrease. For clarity, this does not enable the Contractor to charge an administrative levy or other fee in relation to the increase or decrease of the Waste Levy or the Fee.

11.7 Waste Levy where Contractor is providing Transfer Station Services

- (a) This clause 11.7 applies if the Contractor is not the Facility Operator of the Landfill Facility to which the Contractor will transport Delivered Material and the cost of the Facility Operator of the Landfill Facility paying the Waste

Levy in respect of such Delivered Material is passed on by the Facility Operator to the Contractor under an agreement between the Facility Operator and the Contractor.

- (b) Notwithstanding any provision of the Contract, if there is an increase or decrease in the rate of Waste Levy and this increase or decrease is passed on to the Contractor by the Facility Operator, the Contractor may increase and must decrease the Fee for the amount of the increase or decrease (as the case may be) effective from the date of the increase or decrease. For clarity, this does not enable the Contractor to charge the Principal for an administrative levy or other fee in relation to the increase or decrease of the Waste Levy and Fee.

11.8 Additional reporting

The Contractor must maintain records of:

- (a) the implementation of any EMP, EMS, and OH&S Management System, (where such plans or systems are required by the Contract to be prepared), to the extent necessary for the parties to comply with all applicable Legal Requirements;
- (b) if directed in writing to do so by the Principal:
 - (1) the date, time and weight of every vehicle entering and leaving a Facility and the difference in each vehicle's weight between entering and leaving;
 - (2) the weight and composition of the Delivered Material received at the Facility; and
 - (3) the implementation of any required Quality System; and
- (c) if the Contractor is providing Transfer Station Services and is directed in writing to do so by the Principal, the weight, composition and destination of all Residue, Recyclables and Organics and the date that all Residue, Recyclables and Organics left the Transfer Station.

11.9 Grant of Licence

- (a) Where the Principal is the owner of the Facility, the Principal grants to the Contractor a licence to access the Licensed Area on a non-exclusive basis for the performance of the Landfill Management Services and Transfer Station Services, as the case may be, subject to the Contract.
- (b) For clarity, this Licence does not confer any right of exclusive occupancy on the Contractor and the Principal may exercise all its rights in respect of the Licensed Area at any time.
- (c) The Contractor must:
 - (1) only use the Licensed Area for the performance of Landfill Management Services or Transfer Station Services (or both, as the case may be);
 - (2) not do anything which might in any way endanger or damage the property of the Principal, the property of any third party or any person in or on the Licensed Area;
 - (3) not carry on any illegal, offensive or unlawful activity, business or use on any part of the Licensed Area;

- (4) promptly make good to the Principal's reasonable satisfaction any damage to the Licensed Area caused by the negligence, misuse or abuse or misconduct of, or otherwise caused by, the Contractor or its Personnel (subject to fair wear and tear);
- (5) at its own cost obtain, maintain and comply with all Approvals necessary for the conduct of its activities and the lawful use of the Licensed Area;
- (6) if any Approval is suspended, withdrawn, cancelled or in any other way rendered ineffective, immediately stop access to, and the use of, the Licensed Area until all necessary Approvals have been obtained or made effective;
- (7) where necessary, facilitate, and otherwise not do anything to prevent or hinder, entry onto the Licensed Area, of any person granted a right of access, licence or other form of tenure by the Principal; and
- (8) comply with any reasonable direction of the Principal and the Contractor must ensure that its Personnel comply with the Principal's health and safety policies when inspecting the Contractor's Facility.
- (9)
- (d) The Principal expressly reserves the right to, upon written notice to the Contractor:
 - (1) enter upon the Licensed Area to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
 - (2) enter upon the Licensed Area to install, operate, alter and maintain new assets or infrastructure;
 - (3) grant to any other person a right of access, licence or other form of tenure over the Licensed Area for any purpose (to the extent such grant does not adversely prejudice the rights and obligations of the Contractor under the Contract); and
 - (4) temporarily suspend the Contractor's rights under this licence for a breach by the Contractor of clause 11.9(c).
- (e) Without prejudice to any provisions of the Contract regarding termination, the licence will terminate automatically, and without notice being required by the Principal, on the date on which the Contract terminates.
- (f) The Contractor must remove the Contractor's property from the Licensed Area within 2 Business Days after either the Contract is terminated or the licence is terminated, whichever occurs first.
- (g) All damage to any part of the Licensed Area, any Principal-Supplied Plant or Equipment, any equipment or property of the Principal, the property of any third party or any other person caused by the removal of the Contractor's property must promptly be made good by the Contractor to the Principal's reasonable satisfaction and, if the Contractor fails to do so, the Principal may make good the damage at the Contractor's expense.
- (h) For clarity, the Parties may agree in writing additional terms for the Licence to those set out in this clause 11.9 provided that they are not inconsistent with this clause 11.9.

11.10 Carbon Issues

- (a) The parties acknowledge and agree that the party identified in the Procurement Form as having operational control of the Facility (**Controlling Party**), notwithstanding any other provision of the Contract, has 'operational control' (as defined in the *National Greenhouse and Energy Reporting Act 2007* (Cth)) of the Facility, including the greatest authority to introduce and implement operating, health and safety and environmental policies for the Facility.
- (b) The Controlling Party must promptly provide any assistance, information, documents or access to Personnel reasonably requested by the other party to enable the other party to discharge any obligations under clause 11.10(a).
- (c) Subject to clause 33 (Change of Law), the Fee includes reimbursement for any costs that may arise in connection with any Carbon Scheme and the Contractor is not entitled to any further payment in respect of such costs.
- (d) If there is any amendment, repeal or other change to any Carbon Scheme the parties must, on the written request of either party, negotiate promptly and in good faith any amendments to this clause 11.10 which may be necessary to give effect, as far as possible, to the same allocation of rights and responsibilities as is contemplated by the existing provisions of this clause 11.10.

12 Recyclables Sorting Service and Organic Waste Processing Service

12.1 Application

This clause 12 applies to the Contract where the Procurement Form specifies that the Contractor is to provide the Recyclables Sorting Service or Organic Waste Processing Service.

12.2 Recyclables Sorting Services and Organic Waste Processing Services

- (a) If the Contractor is not providing Collection Services, the Contractor may refuse to accept any Delivered Material that is Excluded Waste.
- (b) If the Contractor is providing Collection Services, the Contractor must not refuse to accept any Delivered Material that is Excluded Waste.
- (c) If the Contractor is providing Recyclables Sorting Services, and any Delivered Material delivered to a Material Recovery Facility exceeds the Maximum Compaction Rate, the Contractor may proportionately increase the Fee by the amount of the Over-compaction Charge in respect of the relevant Delivered Material that exceeds the Maximum Compaction Rate.
- (d) The Contractor must have available to it an alternative facility for the receipt of Delivered Material where the maximum capacity of the Facility is likely to be exceeded on a day should the Delivered Material be accepted by the Contractor.

- (e) If the receipt of Delivered Material is likely to result in the maximum capacity of the Facility being exceeded on a day, the Contractor must notify the Principal immediately of that fact and the address of the alternative facility which will receive the Delivered Material.
- (f) Where Delivered Material is delivered to an alternative facility in accordance with clauses 12.2(d) and 12.2(e), the Contractor must pay the Principal any reasonable additional costs, reasonably demonstrated, incurred by the Principal in having the Delivered Material delivered to that alternative facility.

12.3 Receipt of Delivered Material at the Material Recovery Facility or Organic Waste Facility

- (a) The Contractor must ensure that all Delivered Material received at the relevant Facility is weighed at the weighbridge at the Facility or, if the Facility does not have a weighbridge, is otherwise calculated using the procedures of the relevant Facility.
- (b) The Contractor must provide to the Principal weighbridge dockets for a specified period of time within 3 Business Days of a request being made by the Principal.
- (c) The Contractor must ensure that the weighbridge is appropriately licensed and calibrated for accuracy in accordance with applicable Laws.
- (d) The Parties acknowledge and agree that the weighbridge measurements are conclusive evidence of the amount of Delivered Material received at the relevant Facility for the Recyclables Sorting Services or the Organic Waste Processing Services (or both, as the case may be) and will be used for the purpose of calculating the Fee.
- (e) The Contractor must accept all Delivered Material and perform the Recyclables Sorting Services or the Organic Waste Processing Services (or both, as the case may be) in accordance with Legal Requirements, the Contract, Good Industry Practice and any Standards and Procedures.

12.4 Recyclables Sorting Services

- (a) The Contractor must separate Recyclables in the Delivered Material from the Residue in the Delivered Material.
- (b) The Contractor must sort the Recyclables into the relevant material types.
- (c) Without limiting the Contractor's Obligations under clause 12.3(e), the Contractor must store, transport and dispose of Residue, including Hazardous Waste other than Excluded Waste, at its own cost and in accordance with all Legal Requirements and Good Industry Practice.
- (d) The Contractor must not use or dispose of the Recyclables delivered to the Material Recovery Facility otherwise than in accordance with the Contract.

12.5 Organic Waste Processing Services

- (a) Until the Organic Waste is processed, the Contractor must store the Organic Waste in accordance with all Legal Requirements and Good Industry Practice.
- (b) The Contractor must store, transport and deliver any products derived from processing the Organic Waste in accordance with all Legal Requirements.

- (c) Without limiting the Contractor's Obligations under clause 12.3(e), the Contractor must store, transport and dispose of Residue, including Hazardous Waste other than Excluded Waste, at its own cost in accordance with all Legal Requirements and Good Industry Practice.
- (d) The Contractor must not use or dispose of the Organic Waste delivered to the Organic Waste Facility otherwise than in accordance with the Contract.

12.6 Additional reporting

Without limiting the reporting required elsewhere by the Contract, the Contractor must also maintain records of:

- (a) the weight and composition of Recyclables or Organic Waste (or both, as the case may be) recovered from the Delivered Material by the Contractor;
- (b) the destination of all Recyclables or Organic Waste, (or both, as the case may be) leaving the Facility and the date the Recyclables or Organic Waste, as the case may be, left the Facility;
- (c) the weight of Residue derived from the Delivered Material and delivered to a Landfill Facility by the Contractor;
- (d) the landfill diversion rate of the Facility;
- (e) the implementation of any required EMP, the EMS and the OH&S Management System, to the extent that either party requires such records to comply with Legal Requirements;
- (f) if directed by the Principal, implementation of any required Quality System; and
- (g) contamination rates at a granularity requested by the Principal and agreed by the Contractor

12.7 Waste Levy where Contractor is providing Recyclables Sorting Services and Organic Waste Processing Services

Notwithstanding any other provision of the Contract, if there is an increase or decrease in the rate of the Waste Levy and the Contractor is liable to pay the Waste Levy in respect of Residue from Recyclables Sorting Services or Organic Waste Processing Services, then the Contractor may increase and must decrease the Fee for the amount of the increase or decrease (as the case may be) effective from the date of the increase or decrease. For clarity, this does not enable the Contractor to charge an administrative levy or other fee in relation to the increase or decrease of the Waste Levy or the Fee.

12.8 Contamination

- (a) To reflect the Contractor's increased handling and disposal costs incurred due to high levels of Contamination, the Contractor may apply the Contamination Levy if included in item 18 of Part B of the Procurement Form. The Contamination Levy can be charged as an additional Fee in respect of every tonne of material delivered to the Facility by or on behalf of the Principal where specified in item 18 of Part B.
- (b) If the Recyclables or Organic Waste are demonstrated to have a Contamination Level above the Baseline Contamination Level, as determined by an Audit in accordance with Annexure 34 to Schedule 3 and the Specifications, then a

Contamination Levy will be applied in accordance with Annexure 3 to Schedule 3.

- (c) The Contamination Levy will continue to apply until a subsequent Audit is completed, either at the request of the Principal or Contractor, from which time the Contamination Levy will be in accordance with the level of contamination determined by such subsequent audit and in accordance with Annexure 3 to Schedule 3 and the Specifications.
- (d) The Contractor will conduct an Audit under this clause 12.8 with the frequency as defined in the Procurement Form, Part B Item 18 and in accordance with Annexure 3 to Schedule 3 and the Specifications.
- (e) Notwithstanding this clause 12.8, the Contractor may dispose direct to landfill Delivered Material that has a contamination exceeding the thresholds defined in Item 18. Contamination of the Procurement Form.

12.9 Gross Contamination

Without limiting any rights of the Contractor under this Agreement, where Contamination of a particular load of deliverables is considered Extraordinary Gross Contamination, exceeds the Maximum Contamination Level, defined in Item 18. Contamination of the Procurement Form, or where Hazardous Waste are found in Recyclables the full load may be rejected and Contractor will be entitled to apply the Gross Contamination Levy in respect of each tonne contained in that load.

12.10 Contamination Audits

- (a) Physical contamination audits (Audits) will be conducted during the Term in accordance with the Specifications
- (b) Audits will be performed by an independent auditor nominated by the Contractor, and agreed by the Principal, acting reasonably (Independent Auditor).
- (c) The Auditor will be appointed by the Contractor and, unless otherwise agreed between the Parties, the costs of each Audit must be agreed in writing in advance, and shared equally between the Parties.
- (d) At all times, the Independent Auditor must strictly follow all Facility requirements, including without limitation, all health and safety requirements in respect of the Facility.
- (e) Each Party acknowledges and agrees that the purpose of the Audit is to:
 - (i) determine the levels of Contamination in the Recyclables or Organic Waste delivered to the Facility, and consequently, the Contamination Levy to apply for the applicable period;
 - (ii) assist the Parties understanding of the financial and operational impact of processing and disposing of Contamination; and
 - (iii) assist the Principal in measuring results achieved from communication and education campaigns in respect of Recyclables or Organic Waste.
- (f) Audits must be conducted in accordance with the Audit Procedure.
- (g) Nominated Principal staff are invited to participate in the observation of the Audit at places and times agreed with the Contractor.

12.11 Audit Procedure

Unless otherwise agreed by the Parties, the Independent Auditor must follow industry accepted sampling methodology. The Audit Procedure may be amended, changed or reviewed from time to time by mutual agreement. The Contractor will provide the Principal with a copy of the sampling methodology. The Contractor will provide the Principal with a copy of the audit results.

13 Performance and Acceptance of Services

- (a) The Contractor must perform and complete the Services in accordance with any timing requirements in the relevant Specifications and otherwise complete the Services during the Services Term.
- (b) The Contractor must allow the Principal or a representative of the Principal, at all reasonable times and on reasonable notice, to inspect, examine, review and witness tests of the Services, or the performance of the Services and to carry out site inspections at the Contractor's premises.
- (c) If the Principal, acting reasonably, determines that the Services do not meet the Services Requirements, the Principal may issue a notice to the Contractor stating the reasons why the Services do not meet the Services Requirements (**Non-Acceptance Notice**).
- (d) If the Contractor receives a Non-Acceptance Notice, the Contractor must, at its cost, re-perform the Services, or that part of the Services that do not meet the Services Requirements, until the Services Requirements are met. The Principal has no liability to pay for Services that are subject to a Non-Acceptance Notice.
- (e) Acceptance of the Services by the Principal does not constitute approval of the Services or prejudice any claim the Principal may have in connection with the Services.

14 Contractor's warranties and acknowledgements

14.1 General

The Contractor warrants to the Principal that the Services will be performed in accordance with, and will comply with, all requirements of the Contract.

14.2 Skill and care

- (a) The Contractor warrants to the Principal that:
 - (1) the Contractor and Contractor's Personnel have the skill, expertise, resources and experience required to perform the Services;
 - (2) the Contractor will provide the Services in accordance with the reasonable directions from the Principal from time to time; and
 - (3) the Services will be performed using a high standard of skill, care and diligence and in accordance with Good Industry Practice.
- (b) The Contractor acknowledges that the Principal is relying on the Contractor's expertise, skill and judgement in the Contractor's performance of the Services.

14.3 Contractor's warranties and acknowledgements

- (a) The Contractor acknowledges the size of the Collection Area and the number of Collection Points and other sites to be serviced by the Contractor under the Contract and acknowledges that each may increase or decrease in size and number respectively during the Services Term.
- (b) The Contractor warrants that, subject to clause 30.4 and in the absence of manifest error in the information provided by the Principal in the request for quote documents, it is satisfied as to the correctness and sufficiency of the Fee and that the Fee covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract, including additional costs the Contractor may incur in connection with an increase in the Collection Area, additional Collection Points or other sites that must be serviced in accordance with the Contract, the length of roads, additional trips to the processing plant, changes in operational or environmental constraints on processing plants and changes in volume of Materials or otherwise.
- (c) The Contractor is not entitled to claim any additional costs or expenses from the Principal or to seek a Variation to the Contract except in the express circumstances set out in the Contract, except in circumstances where there is a manifest error in the information provided by the Principal in the tender or request for quote documents.

14.4 Contractor's Obligations unaffected

Except as expressly stated in the Contract, the Contractor's warranties and obligations under the Contract remain unaffected notwithstanding:

- (a) any receipt, review, comment, approval or silence by the Principal or Principal's Personnel in relation to:
 - (1) the documents prepared or provided by the Contractor, including the Service Plan;
 - (2) the parts, materials and methods of working used by the Contractor;
 - (3) the Contractor's Personnel engaged by the Contractor; or
 - (4) the performance of the Services or the way Services are performed;
- (b) the Principal's consent to subcontract under clause 17.2;
- (c) any inspection carried out by the Principal; and
- (d) the Contractor's use of any information, design, goods, equipment or work methods prepared, provided or suggested by or on behalf of the Principal.

14.5 Contractor to inspect Collection Area

- (a) The Contractor is deemed to have examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the performance of its obligations under the Contract.
- (b) The Contractor's Obligations under the Contract are not altered by any deficiency in or unsuitability of any of the Contractor's Plant.

15 Bins and Materials

15.1 Extraordinary Gross Contamination

- (a) If a Collection Vehicle containing only Recyclables has been adversely affected by Extraordinary Gross Contamination, then the Contractor must notify the Principal.
- (b) Upon receipt of a notification from the Contractor under clause 15.1(a), the Principal will promptly assess the Collection Vehicle (by photograph sent by the Contractor) and will notify the Contractor (acting reasonably) whether it is satisfied (acting reasonably) that the Recyclables have been adversely affected by Extraordinary Gross Contamination.
- (c) If, following the photographic evidence submitted by the Contractor to the Principal under clause 15.1(b), the Principal is:
 - (1) reasonably satisfied that the Collection Vehicle has been adversely affected by Extraordinary Gross Contamination, and the Contractor can reasonably demonstrate to the Principal that the Extraordinary Gross Contamination was not caused by the Contractor, the Contractor may dispose of the entire load at the Nominated Disposal Facility at the Principal's cost; or
 - (2) not reasonably satisfied that the Collection Vehicle has been adversely affected by Extraordinary Gross Contamination, or if the Contractor cannot demonstrate to the Principal, acting reasonably, that the Extraordinary Gross Contamination was not caused by the Contractor, then the Contractor must use reasonable endeavours to recycle those parts of the load that can reasonably be expected to be sorted and recovered, and may dispose of the balance of the load at the Nominated Disposal Facility, at the Contractor's cost.

15.2 Ownership of Bins and Materials

- (a) Unless the Bin Service is provided under the Contract or Bins are provided as part of the Collection Service under the Contract, Bins remain the property of the Principal and title to all Bins, whether:
 - (1) supplied to Collection Points prior to the Start Date; or
 - (2) supplied following the Start Date,vests in the Principal.
- (b) Subject to clause 15.3, ownership of Collected Material and Delivered Material will vest in the Principal except where the Contractor is providing Landfill Management Services, Organic Waste Processing Services or Recyclables Sorting Services in respect of such materials, in which case ownership will vest in the Contractor.
- (c) Subject to clause 15.3, where the Contractor is providing Landfill Management Services, Organic Waste Processing Services or Recyclables Sorting Services, but is not providing Collection Services, Verge Collection Services or Receptacle Services, ownership and risk in Delivered Material delivered to the Facility will vest in the Contractor once the Delivered Material:
 - (1) passes the weighbridge at the relevant Facility; and

- (2) if the relevant Facility does not have a weighbridge, passes the boundary of the site on which the relevant Facility is located.

15.3 Container Deposit Scheme

Where the Contractor is providing the Recyclables Sorting Services and the Principal is entitled to receive a payment under the Container Deposit Scheme in respect of eligible containers forming part of those Recyclables, the Contractor will calculate the payment in accordance with the Container Deposit Scheme requirements, including the 'Local Government Revenue Sharing Protocol' issued by the Department of Water and Environmental Regulation (as may be updated from time to time) (**Protocol**). Unless otherwise agreed and set out in the Procurement Form, 50% of the payments received by the Contractor for eligible containers, net of costs and revenue losses deducted pursuant to the Protocol, will be remitted to the Principal.

16 Plant and Depot

16.1 Provision of Contractor's Plant

- (a) The Contractor must provide, maintain and repair at its own cost:
 - (1) the Contractor's Plant and haulage necessary for the efficient, safe and reliable performance of the Services; and
 - (2) anything else necessary for the efficient performance of the Services and the Contractor's other obligations under the Contract.
- (b) The Contractor must have in readiness, access to at least one suitable back up Collection Vehicle at all times.

16.2 Quality of Contractor's Plant

- (a) The Contractor must only use Contractor's Plant that is:
 - (1) fit for its intended purpose; and
 - (2) suitable, appropriate and adequate for the Contractor to perform its obligations under the Contract,in accordance with Good Industry Practice; and
 - (3) approved by the Principal in accordance with the Specification.
- (b) The Contractor must ensure that all of the Contractor's Plant:
 - (1) complies with all applicable Legal Requirements; and
 - (2) is maintained in good repair and condition.
- (c) Without limiting clause 16.2, the Contractor must comply with the requirements for Collection Vehicles as set out clause 8.5.

16.3 Deficiencies

- (a) If the Principal reasonably considers that any item of the Contractor's Plant is deficient, the Principal may give notice to the Contractor specifying the deficiency and:
 - (1) stating a date by which the deficiency is to be remedied; or

- (2) stating that the item of the Contractor's Plant is not to be further used in the performance of the Services or otherwise in connection with the Contract.
- (b) Any notice given by the Principal under clause 16.3(a) may also:
 - (1) specify that the item of the Contractor's Plant is not to be used until the deficiency has been remedied; or
 - (2) specify that the item of the Contractor's Plant may only be used subject to specified conditions until the deficiency has been remedied.
- (c) Any notice given by the Principal under clause 16.3(a) must give reasons for the Principal's direction.
- (d) The Contractor must comply with any notice given by the Principal in accordance with Good Industry Practice and under clause 16.3(a) at its own cost.

16.4 Contractor's depot

- (a) The Contractor must, throughout the Services Term, provide and maintain the Contractor's Depot in:
 - (1) good repair, order and condition;
 - (2) a clean and sanitary state; and
 - (3) with appropriate cleansing facilities,
- (b) Subject to reasonable notice and operational requirements, The Principal's Representative may, on reasonable notice to the Contractor, enter the Contractor's Depot during operating hours on any Business Day to examine the Contractor's Depot. The Contractor must provide reasonable assistance to the Principal's Representative for the purpose of such examination. The Principal must ensure that its Personnel comply with the Contractor's health and safety policies when inspecting the Contractor's Depot.

16.5 Facility control and access

If the Contractor owns or controls any Facility used for the provision of Services:

- (a) the Contractor acknowledges and agrees that it owns or controls the Facility (as the case may be);
- (b) the Principal may, on reasonable notice to the Contractor, inspect the relevant Facility and the Contractor must provide the Principal with all reasonable assistance and access; and
- (c) the Principal must ensure that its Personnel comply with the Contractor's health and safety policies when inspecting the Facility.

17 Assignment and Subcontracting

17.1 Assignment

- (a) The Contractor must not assign or novate the Contract or assign any other right, benefit or interest under the Contract to any person or entity without the prior written consent of the Principal.

17.2 Subcontracting

- (a) The Contractor must not, without the prior written approval of the Principal, which must not be unreasonably withheld, subcontract any part or all of the performance of the Services.
- (b) Approved Subcontractors are taken to have the approval of the Principal for the purposes of clause 17.2(a).
- (c) The Principal may request further information regarding:
 - (1) a subcontractor and the particulars of the Services to be subcontracted; and
 - (2) the relationship between the Contractor and subcontractor, in order to approve (or otherwise) a subcontractor under clause 17.2(a).
- (d) Approval to subcontract does not relieve the Contractor from any liability or obligation under the Contract, and the Contractor is absolutely liable:
 - (1) to the Principal for the acts and omissions of any subcontractor, its personnel and the Contractor's Personnel as if they were acts or omissions of the Contractor;
 - (2) for undertaking the appropriate due diligence to ensure that the subcontractor is able to perform the Services that it has been subcontracted in accordance with this clause 17.2; and
 - (3) for the direct payment of all subcontractors, notwithstanding the Principal's approval (or otherwise) of any subcontractor (including Approved Subcontractors).

17.3 Principal amalgamation

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

18 Protection of people and property

The Contractor must take all action required to protect both people and property when performing the Services, including:

- (a) providing all Contractor's Plant, procedures and training and taking all measures necessary to protect people and property;
- (b) avoiding unnecessary interference with the passage of people and vehicles;
- (c) minimising damage, obstruction or other interference with any utility service or other similar services;
- (d) minimising the effect of the Services on the aesthetic qualities of the Environment and social activities of local community members;
- (e) minimising nuisance, including unnecessary noise and disturbance; and
- (f) preventing unlawful Environmental damage or Environmental Contamination.

19 Sustainable procurement

- (a) The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices (**Sustainability Objectives**).
- (b) The Contractor agrees to:
 - (1) use reasonable endeavours to conduct its business and supply the Services in a manner which seeks to support and is consistent with the Sustainability Objectives;
 - (2) provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives; and
 - (3) undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that the Services are supplied from sustainable sources and free from modern slavery.
- (c) The Contractor acknowledges that a rating system may be implemented by WALGA or the Principal to assess the Contractor's performance in relation to the Sustainability Objectives, and in considering whether to engage the Contractor or another supplier.
- (d) The Principal may request from time to time, and the Contractor must provide within the timeframe stipulated in such request:
 - (1) evidence of the Contractor's compliance with the Sustainability Objectives and this clause 19; and
 - (2) any other information reasonably requested by the Principal in connection with this clause 19.
- (e) The Contractor must allow the Principal (or its nominee) prompt access to the Contractor's records in connection with this clause 19, and to otherwise audit the Contractor's compliance with this clause 19 and the Sustainability Objectives confirming with the specification defined by the Principal and accepted by the Contractor during the Request for Quotation process.

20 Principal-Supplied Plant and Equipment

- (a) Where specified in the Procurement Form, the Principal will supply the Principal-Supplied Plant and Equipment.
- (b) Principal-Supplied Plant and Equipment remains the Principal's property and the Contractor may only use the Principal-Supplied Plant and Equipment for the purpose of performing the Services.
- (c) The Contractor agrees to use the Principal-Supplied Plant and Equipment only for its intended use and so as to not damage, destruct or misplace the Principal-Supplied Plant and Equipment, subject to fair wear and tear, in the delivery of the Services.
- (d) The Contractor must promptly return to the Principal:
 - (1) any of the Principal-Supplied Plant and Equipment that it no longer requires for the performance of the Services; and

- (2) all Principal-Supplied Plant and Equipment remaining with the Contractor at the expiry of the Services Term,
within 2 Business Days of it no longer being required or of the Services Term expiring (as the case may be).
- (e) Where specified in the Procurement Form responsibility for service, repairs and maintenance records will be maintained by the Contractor.

21 Employees

21.1 Sufficient and competent staff

- (a) The Contractor must engage sufficient employees to carry out the Services in an efficient manner.
- (b) The Contractor must all times during the Services Term provide and use only competent, qualified and (where necessary) licensed staff to use and operate all Contractor's Plant and to carry out and satisfy all of the Contractor's Obligations under the Contract.

21.2 Conduct of staff

The Contractor must ensure that Contractor's Personnel:

- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
- (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Services from anyone other than the Contractor;
- (c) perform the Services in a careful and clean manner and with as little noise and disturbance as is practicable;
- (d) do not cause any damage to any property;
- (e) obey all relevant Legal Requirements, including the *Health Act 1911* (WA), *Waste Avoidance and Resource Recovery Act 2007* (WA), and *Local Government Act 1995* (WA);
- (f) drive on the correct side of any road and avoid the obstruction of traffic; and
- (g) do not leave any Collection Vehicle unattended on any road within the Collection Area.

21.3 Good behaviour

The Contractor must not continue to employ any person or continue to engage any agent or sub-contractor in the performance of the Services who:

- (a) breaches any of the requirements of clauses 21.2; or
- (b) is not sober, honest and of good behaviour.

22 Industrial Instrument compliance and payment of Contractor's Personnel

22.1 Industrial instrument compliance

The Contractor must ensure that all Contractor's Personnel engaged in providing the Services, whether as employees of the Contractor or of a subcontractor, are employed in accordance with and paid at rates prescribed by any relevant award, determination, judgement or order of any competent court, board, commission or other industrial tribunal, or other applicable industrial instrument including an enterprise agreement.

22.2 Evidence of payment of Contractor's Personnel

- (a) The Principal, or the Principal's Representative on its behalf, may request the Contractor to give the Principal a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts attested to, that:
 - (1) all employees who have at any time been engaged on the Services have been paid all moneys payable to them, whether by the Contractor or a subcontractor, in respect of their employment on the Services; and
 - (2) all subcontractors have been paid all moneys payable to them in respect of the Services.
- (b) If within 5 Business Days after the request the Contractor fails to provide the statutory declaration, the Principal may suspend payment of moneys due to the Contractor until the statutory declaration is received. The statutory declaration referred to in clause 22.2(a) may be requested no more than once annually.

23 Safety and Environment

23.1 Workplace health and safety to be paramount consideration

- (a) Each party acknowledges that the health, safety and welfare of:
 - (1) its Personnel;
 - (2) any other persons engaged or employed to perform the Services; and
 - (3) the public,affected by the Services is the paramount consideration in the undertaking of those Services.
- (b) The Contractor must comply with, and ensure that any the Contractor's Personnel engaged in the provision of the Services comply with, all such Workplace Health and Safety Legislation and Workplace Health and Safety Requirements. The Contractor must, upon reasonable request by or on behalf of the Principal, demonstrate compliance with such requirements, including providing evidence of measures taken to achieve such compliance.
- (c) The Contractor must:

- (1) cooperate with any other contractors or other persons engaged in or associated with the business of the Principal in order to maintain uniform safety and industrial practices;
- (2) cooperate with the Principal to enable the Principal to comply with its obligations under all relevant Workplace Health and Safety Legislation; and
- (3) immediately give the Principal notice of any act, fact or circumstance associated with the activities of the Contractor or any other person relevant to the ability of the Contractor to perform the Services in a manner that is safe and without risks to health.

23.2 Breach of Workplace Health and Safety Legislation or Workplace Health and Safety Requirements

Without limiting the Principal's other rights under the Contract, any breach by the Contractor of Workplace Health and Safety Legislation or Workplace Health and Safety Requirements which:

- (a) gives rise to circumstances which present actual or potential risk to life or serious injury; or
- (b) is otherwise required to be notified under Workplace Health and Safety Legislation,

entitles the Principal to suspend the whole or part of the Services.

23.3 Contractor to notify of incident in accordance with Workplace Health and Safety Legislation

The Contractor must perform all relevant functions and fulfil all relevant duties under all relevant Workplace Health and Safety Legislation required of an employer, or otherwise applicable to the role of the Contractor under the Contract, including notification of incidents as may be required under the Workplace Health and Safety Legislation.

23.4 Contractor to give notice of accident, injury and damage to the Principal

- (a) The Contractor must:
 - (1) promptly notify the Principal (and, in any case, within 24 hours) of any accident, notifiable incident (being an incident which is notifiable under Workplace Health and Safety Legislation or Environmental Law), injury, property damage or damage to the Environment which:
 - (A) occurs during the performance of the Services; or
 - (B) is associated with the Services;
 - (2) provide all relevant details of the accident, notifiable incident, injury, property damage or damage to the Environment, including the measures taken to remedy the situation; and
 - (3) within 5 Business Days, provide a written report to the Principal giving complete details, including the results of investigations into its cause and any recommendations or strategies for prevention of a recurrence,

(OH&S Notification).

- (b) Notwithstanding clause 23.4(a)(1), an incident, accident or property damage that a reasonable person would consider to be of a serious nature must be reported to the Principal within 1 hour of the Contractor becoming aware of it.
- (c) The Principal may request the Contractor to engage a third party investigator to review work practices, cause and future mitigation.

23.5 Environmental Contamination

- (a) If the Contractor becomes aware of any Environmental Contamination, the Contractor must:
 - (1) immediately notify the Principal of the Environmental Contamination;
 - (2) take any urgent action required to protect people, property, the environment or livestock; and
 - (3) take all reasonable steps to minimise and mitigate any adverse impacts that the Environmental Contamination has on the Services, any relevant facility (if applicable) and surrounding areas.
- (b) The Contractor must, at its cost:
 - (1) dispose of, or otherwise deal with, the Environmental Contamination; and
 - (2) remediate any relevant facility (if applicable) and surrounding areas to the extent affected by the Environmental Contamination,

caused by the Contractor in the performance of the Services, in accordance with Environmental Laws and Good Industry Practices.

24 Quality management

24.1 Quality assurance

- (a) The Contractor must have in place and maintain during the Services Term a quality management system certified by an appropriately qualified third party to minimum of AS/NZS ISO 9001 standards.
- (b) The Contractor must, during the Services Term, provide the Principal with certified copies of all periodic audit reports carried out on the Contractor's quality management system by the relevant certification organisation.

24.2 Customer service

- (a) If set out in Part C, the Contractor must, at its own cost, provide and maintain a customer service centre to accept telephone calls and emails from residents and other customers relating to the Contract (**Customer Service Centre**) in accordance with the requirements of the relevant Specifications.
- (b) The Contractor must provide regular reports to the Principal in respect of the Customer Service Centre activities. Such reports must be provided at least monthly and must otherwise be in accordance with the requirements set out in the Contract, the customer service plan and the quality management plan.
- (c) The Principal may require changes to the reporting from time to time throughout the Contract.

- (d) The reports provided pursuant to this clause 24.2 must include, at a minimum, the following:
- (1) the number and type of complaints and queries received;
 - (2) the name, address and contact details for all complainants;
 - (3) the time taken and the action implemented to resolve complaints;
 - (4) the number of complaints that could not be resolved and reasons for this or resolved during each collection period (or both);
 - (5) the number of unsuccessful calls made to the Customer Service Centre including time of call and waiting time; and
 - (6) all complaints or queries requiring on-going monitoring by the Contractor.

24.3 Customer satisfaction surveys

The Contractor acknowledges and agrees that:

- (a) to ensure that the Services are being carried out in accordance with the Specifications, and that the Contractor is fulfilling its obligations, the Principal may carry out customer satisfaction surveys, which may include contacting any previous complainants (**Customer Satisfaction Survey**);
- (b) effective management of customer problems is an important aspect of such surveys, and will be used in assessing performance as part of the KPI evaluation; and
- (c) customer satisfaction surveys are statistically valid and will represent a fair and accurate measure of customer satisfaction across the Collection Area.

25 Service Plan

25.1 Service Plan

- (a) As at the Execution Date, the Service Plan is as contained in Schedule 1.
- (b) No later than 40 Business Days prior to the Start Date, the Principal will provide to the Contractor any information required for the final development of the Service Plan.
- (c) No later than 20 Business Days prior to the Start Date, the Contractor must provide the updated Service Plan to the Principal, which must comply with the requirements provided by the Principal under clause 25.1(b) and the relevant Specifications.
- (d) Within 10 Business Days of receiving the updated Service Plan under clause 25.1(c) or such further time agreed to between the parties, the Principal will notify the Contractor whether it:
 - (1) approves the Service Plan; or
 - (2) requires reasonable amendments to the Service Plan.
- (e) If the Principal reasonably requires amendments to the Service Plan under clause 25.1(d)(2), the Contractor must, within 10 Business Days of receiving the Notice under clause 25.1(d)(2), submit a Service Plan which has been amended in accordance with the Principal's request.

25.2 Updated Service Plan

- (a) The Contractor must, if the Principal reasonably requires from time to time throughout the Services Term, submit to the Principal an updated version of the Service Plan within 10 Business Days of such request, which:
 - (1) complies with the requirements set out in the Specifications and address any issues identified by the Principal;
 - (2) reflects the current Legal Requirements; and
 - (3) without limiting clauses 25.2(a)(1) or 25.2(a)(2), accords with the way in which the Services are being performed.
- (b) Within 10 Business Days of receiving the updated Service Plan under clause 25.2(a) or such further time agreed to between the parties, the Principal must notify the Contractor whether it:
 - (1) approves the Service Plan; or
 - (2) requires reasonable amendments to the Service Plan.
- (c) If the Principal requires reasonable amendments to the Service Plan under clause 25.2(b)(2), the Contractor must, within 5 Business Days of receiving the Notice under clause 25.2(b)(2), submit a Service Plan which has been amended in accordance with the Principal's request.
- (d) Where the Principal requires further reasonable amendments, clause 25.2(c) will continue to apply until the Service Plan is approved.

25.3 Contractor to comply with Service Plan

- (a) The Contractor must comply with the Service Plan as approved under clause 25.1 and:
 - (1) as approved from time to time under clause 25.2(b)(1); or
 - (2) as amended and re-submitted under clause 25.2(c).
- (b) If the Contractor does not submit:
 - (1) a Service Plan in accordance with clause 25.2(a); or
 - (2) an amended Service Plan under clause 25.2(c),that is a Critical Default for the purposes of clause 38.1.

26 Records and Reporting

26.1 Records

- (a) The Contractor must keep and maintain accurate and reasonably detailed books and records in connection with the performance of the Contractor's Obligations, including:
 - (1) all complaints and queries received in respect of its performance of the Services;
 - (2) the results of any investigations made into complaints;

- (3) any breach of Legal Requirements by itself or the Contractor's Personnel in relation to the service;
 - (4) any accidents or other incidents where a possibility of injury to persons or property damage arose;
 - (5) all Records which evidence how any Variations were valued for the purposes of clause 33; and
 - (6) any other Records required to be kept under the Contract.
- (b) Without limiting the Contractor's Obligations under this clause 26.1, the Contractor must comply with the requirements of the *State Records Act 2000* (WA) insofar as that Act applies to any of the Records referred to in clause 26.1(a).

26.2 Reporting

- (a) Unless defined otherwise within the Specification, each month following the end of the previous month, the Contractor must provide to the Principal a report in a format acceptable to the Principal setting out the following information in respect of the previous month
- (1) **General information** to be provided in relation to each of the Services, as applicable:
 - (A) the performance of the Services against the KPIs;
 - (B) the total weight of the Collected Material collected for the previous month;
 - (C) a breakdown of the different types of Collected Material per Collection Day, including the breakdown of Non-Recyclable Material and Extraordinary Gross Contamination (to the extent that calculating such a breakdown is possible);
 - (D) the number of any Collection Points where the Contractor missed a scheduled collection;
 - (E) the address of each new Collection Point where a Bin was supplied by the Contractor;
 - (F) the address of each Collection Point where a repair was made to a Bin;
 - (G) details of all Bins not collected due to non-compliance or the presence of Non-Recyclable Material or Extraordinary Gross Contamination;
 - (2) **Payment information:**
 - (A) The number of collections of Waste Bins;
 - (B) the number of collections of Organics Bins;
 - (C) the number of collections of Public Place Bins;
 - (D) the number of new Bins delivered or Bin maintenance details;
 - (E) the mass of Waste delivered to the Nominated Disposal Facility;

- (F) the mass of Non-Recyclable Material separated at the Nominated Material Recovery Facility and delivered to the Nominated Disposal Facility;
 - (G) the mass of Recyclables transferred from the Nominated Material Recovery Facility to a separate processing facility; and
 - (H) the mass of Residual Material separated at the Nominated Recyclables Facility.
- (b) The Contractor must provide to the Principal the updated Bin Register each month unless defined otherwise by the Principal and agreed by the Contractor. The Contractor must provide any other information reasonably required by the Principal from time to time relating to the Services, in a format which is acceptable to the Principal and provided to the Principal at intervals which coincide with the Principal's internal reporting requirements.
- (c) The Principal may dispute the veracity of any information contained in a report by giving written notice to the Contractor requiring the Contractor to provide evidence necessary to verify any statement or claim. The Contractor must amend any statement found to be incorrect.
- (d) The Contractor must be available to attend and present information related to the Contract reasonably requested by the Principal at any reasonable time.

26.3 Access

The Contractor must:

- (a) where it holds the original of any of the Records referred to in clause 26.1(a), keep those originals for the period until the date that is 1 year following the end of the Services Term (**Relevant Period**); and
- (b) give every assistance to, and make available to the Principal for inspection, upon request, the originals of the Records referred to in clause 26.1.

26.4 Audit

- (a) At any time and from time to time during the Relevant Period, the Principal or its nominated auditor (including the West Australian Auditor General or its nominee) has the right to inspect and audit the Contractor's Records referred to in clause 26.1.
- (b) The Contractor must provide the Principal with proper access (including to any of the Contractor's Personnel) and facilities to enable the Principal or its nominated auditor to undertake any inspection and audit of the kind set out in this clause 26.4.
- (c) Where an inspection and audit under this clause 26.4 reveals a discrepancy (which has an effect on the accuracy and fairness of the accounts) between the figures in the Records and the figures calculated by the auditors, the Principal is solely responsible for all costs incurred by the Principal.
- (d) The Contractor is entitled to recover its reasonable costs incurred in complying with clause 26.4 where agreed in writing and in advance of any audit activity.

26.5 Inspection rights

- (a) The Principal's Representative may at any time, provided reasonable notice is given, inspect the Services and must be given reasonable access by the Contractor in order to do so.
- (b) Without limiting clause 26.5(a), the Contractor must permit the Principal to travel in any Collection Vehicle while it is engaged in the performance of the Services for any reasonable period nominated by the Principal's Representative.
- (c) The Contractor acknowledges that no inspection of the Services by the Principal's Representative will in any way lessen or otherwise affect the Contractor's Obligations, whether under the Contract or otherwise according to Law or the Principal's rights against the Contractor, whether under the Contract or otherwise according to Law.

27 Confidentiality, Publicity and Data Security

27.1 Confidential Information

- (a) Each party must:
 - (1) keep confidential, and not use or disclose, any of the other party's Confidential Information, except:
 - (A) to the extent necessary for the performance of its obligations under the Contract;
 - (B) that a party may disclose to its legal advisers or auditors who are under a duty of confidence;
 - (C) that a party may disclose if required by Law (including any order of a court of competent jurisdiction), the rules of any stock exchange or statutory duty; and
 - (D) that the Principal may (where applicable) disclose to the Minister responsible for administering the *Local Government Act 1995* (WA) or that Minister's department; and
 - (2) immediately provide notice to the other party if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any of the other party's Confidential Information.
- (b) The Contractor must return to the Principal, or destroy or delete as the Principal directs, all original documents and copies (including in electronic form) in the Contractor's possession, custody or control which comprise, contain, reproduce, are based on, utilise or relate to the Confidential Information of the Principal, at the earliest of the following:
 - (1) immediately on demand by the Principal; or
 - (2) on the termination of the ContractHowever, the Contractor may keep one copy of any Confidential Information solely for the purposes of its own records or if required by Law.
- (c) The Contractor acknowledges that the Principal may be subject to the *Freedom of Information Act 1992* (WA) and that the Contract, or documents relating to the Contract, may become the subject of an application under that Act and access to them may need to be given to a third party in accordance with that

Act. The Principal has no liability to the Contractor whatsoever for giving access to a document in accordance with the *Freedom of Information Act 1992* (WA).

27.2 Publicity and reputation

The Contractor must not:

- (a) make any public announcement or issue any media release relating to the Contract or the performance of the Services or exploit the fact that it has entered into the Contract, without the prior written approval of the Principal, which may be withheld at the Principal's reasonable discretion or given subject to any conditions; and
- (b) commit any act or omission that damages or adversely affects, or has the potential to damage or adversely affect, the Principal's reputation, trade mark or brand.

27.3 Data Security

The Contractor must:

- (a) do all things that a Professional Contractor would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
- (c) either return to the Principal or destroy any Principal Data immediately following the termination or expiry of the Contract, provided that the Contractor may retain one copy of any Principal Data solely for the purposes of its own records or if required by Law and subject to the provisions of Confidential Information.

28 Intellectual Property

28.1 Ownership and licensing

- (a) Subject to clause 28.1(c), the Contractor IP remains vested in the Contractor and the Principal IP remains vested in the Principal.
- (b) The Principal will own all Intellectual Property that the Contractor creates specifically and solely for the Principal in the performance of the Services (**Project IP**).
- (c) The Contractor grants to the Principal a non-exclusive, royalty-free, irrevocable licence to use the Contractor IP and Project IP as necessary to obtain the full benefit of the Services for the duration of the Contract.

28.2 Warranties

- (a) The Contractor warrants that:
 - (1) the Contractor is able to license the Contractor IP and any contractor developed project IP;

- (2) use by the Principal, or by another person at the direction or with the permission of the Principal, of the Contractor IP and Project IP in accordance with the Contract will not infringe the Intellectual Property Rights of any third party or breach any Law;
 - (3) neither the Principal, nor any other person acting at the direction or with the permission of the Principal, is liable to pay any third party any licence or other fee in respect of the use of the Contractor IP or Project IP; and
 - (4) the Contractor has obtained from any third party involved in the creation of, or whose Intellectual Property form part of, the Contractor IP or Project IP, all necessary written consents to ensure the Principal and any person claiming an interest in the Contractor IP and Project IP through the Principal do not infringe any Intellectual Property.
- (b) The Principal warrants that:
- (1) the Principal is able to license the Principal IP;
 - (2) use by the Contractor, or by another person at the direction or with the permission of the Contractor, of the Principal IP in accordance with the Contract will not infringe the Intellectual Property of any third party or breach any Law; and
 - (3) neither the Contractor, nor any other person acting at the direction or with the permission of the Contractor, is liable to pay any third party any licence or other fee in respect of the use of the Principal IP.

28.3 Principal's Trade mark

- (a) Where the Principal requests that its trade mark or imagery is displayed on Collection Vehicles in relation to the Services:
- (1) without limiting clause 28.1, the Principal grants to the Contractor a royalty-free and non-transferrable licence to use the Principal's trade mark provided to the Contractor for the identification of Collection Vehicles when they are used to provide the Services and for marketing the Services; and
 - (2) the Principal may revoke the licence granted under clause 28.3(a) at any time upon written notice to the Contractor, following which the Contractor must remove the Principal's trade mark from all Collection Vehicles at the Principal's cost as soon as practicable and in any event within 10 Business Days, together with any costs of using updated trademarks or imagery on Collection Vehicles at the direction of the Principal.

29 Indemnity and limits of liability

29.1 General indemnity

- (a) The Contractor indemnifies the Principal from and against any Claim or Loss, however caused, brought against, suffered or incurred by the Principal arising out of or in connection with the Contractor's breach of the Contract, or the negligence of the Contractor or the Contractor's Personnel, in respect of:

- (1) damage to, or loss or destruction of, any property (including damage to the Environment);
 - (2) injury to, or death or disease of, any person;
 - (3) any breach of Law; or
 - (4) any breach of a party or third party's Intellectual Property.
- (b) The indemnity in clause 29.1(a) will be reduced to the extent that the Loss is caused, or contributed to, by the Principal's negligence or breach of the Contract.

29.2 Benefit of indemnities

- (a) In clause 29.1, a reference to the 'Principal' includes the 'Principal's Personnel'.
- (b) The Principal holds the benefit of clause 29.1 for itself and on trust for each of the Principal's Personnel.

29.3 Limits of liability

- (a) To the extent permitted by Law, but subject to clause 29.3(c), each party will have no liability to the other party arising under or in connection with the Contract (howsoever arising, including negligence) for Excluded Loss.
- (b) Subject to clause 29.3(c), the Contractor's liability to the Principal, and the Principal's liability to the Contractor, in respect of Loss arising out of or in connection with the Contract, in the aggregate for all Claims, is limited to the Maximum Liability Amount.
- (c) The Contractor's liability in respect of the following is not limited by clause 29.3(a) or 29.3(b), and is not counted towards the limit under clause 29.3(b):
 - (1) personal injury and death, including third party claims in connection with personal injury or death;
 - (2) damage to, or loss or destruction of, any property;
 - (3) breach of any Laws, confidence or privacy;
 - (4) the infringement of any Intellectual Property of a party or third party;
 - (5) to the extent that the Contractor recovers proceeds under insurances required by the Contract in respect of the liability, or would have recovered insurance proceeds if it had complied with the Contract, complied with the insurance policy, and taken all reasonable steps to do so.
- (d) When determining the insurance proceeds that would have been recovered for the purposes of clause 29.3(c)(5), the exclusions and limits of liability under clauses 29.3(a) and 29.3(b) will not be taken into account.
- (e) A party's liability in respect of the following is not limited by clauses 29.3(a) or 29.3(b), and is not counted towards the limit under clause 29.3(b):
 - (1) Fraud, deliberate default, wilful misconduct; or
 - (2) any act or omission done or not done with a reckless disregard for the consequences by the party or any other party for whom the party is responsible; or
 - (3) Wilful Misconduct.

- (f) Liability to which a limit under clause 29.3(b) applies is counted towards the limit when discharged by a party.

30 Payment and invoicing

30.1 Payment for the Services

- (a) The Principal must pay the Fee to the Contractor for the Services in accordance with this clause 30.
- (b) Subject to clause 30.1(c), on the 7th Business Day following the end of each previous month, the Contractor must submit a Tax Invoice to the Principal for the amount due to the Contractor, which must:
 - (1) be calculated in accordance with Schedule 3; and
 - (2) comply with the reporting information for that month, as provided by the Contractor under clause 26.2.
- (c) The Tax Invoice referred to in clause 30.1 must be accompanied by any other documentation necessary for the Principal to be able to claim any applicable GST, or have payment of any GST recognised, under the GST Act with respect to that invoice.
- (d) If agreed in writing by the Principal, the Contractor may submit a Tax Invoice to the Principal at the end of each month, or any other period specified by the Principal in writing, for any Services performed during that or previous months provided those Services have not already been included in a previous Tax Invoice issued to the Principal.
- (e) Tax Invoices must be submitted to the details provided by the Principal in writing, as updated from time to time.
- (f) If a Tax Invoice does not contain the information required in clause 30.1(b), the Principal may, at its option, complete the missing details or return the incomplete Tax Invoice to the Contractor, in which case the Contractor must submit a replacement Tax Invoice which complies with clause 30.1(b).

30.2 Payment

- (a) Subject to the Contractor submitting a Tax Invoice that complies with clause 30.1(b), the Principal must pay the amount payable within 30 days or as otherwise agreed by the parties.
- (b) Payment under this clause 30 will not be taken as proof or admission that all, or any part of, the Services have been performed to the satisfaction of the Principal, but will be taken to be payment on account only.
- (c) The Contractor warrants that it is registered for GST purposes in Australia and, if requested by the Principal, must provide to the Principal sufficient evidence to substantiate that the Contractor is registered for GST purposes.
- (d) The Fee is inclusive of all costs and expenses including packaging, freight, delivery, insurance, the cost of any miscellaneous services, compliance with the Contract and Taxes and no additional amounts will be payable by the Principal, subject to:
 - (1) clauses 29.3, 33 and 34; and

- (2) any amounts payable as set out in the Procurement Form or otherwise specified in this Contract.
- (e) The Contractor agrees that the Principal may:
 - (1) deduct from amounts due to the Contractor any money due or which may become due from the Contractor to the Principal under, or in connection with, the Contract; and
 - (2) withhold payment of any amounts payable under the Contract pending resolution of any dispute.

30.3 Conditions for Payment

Notwithstanding anything else in the Contract, the Principal is not required to make any payment to the Contractor unless:

- (a) all Security required by the Contract has been provided by the Contractor to the Principal in accordance with the Contract; and
- (b) all insurances that the Contractor is required to effect under the Contract have been effected and are being maintained.

30.4 Rise and Fall

On the anniversary of the Execution Date or such other date specified in the Contract, any Fees, Rates and other amounts payable under the Contract will be adjusted by the application of the rise and fall mechanism set out in Annexure 23 to Schedule 3.

31 GST

- (a) Words or expressions used in this clause 31 which are defined in the GST Act have the same meaning as in the GST Act.
- (b) Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under the Contract are exclusive of GST and where the value of any supply is to be calculated with reference to a monetary turnover figure, the GST exclusive value of the monetary turnover will be used in calculating the value of the supply.
- (c) If a party (**supplier**) makes a taxable supply under or in connection with the Contract:
 - (1) the consideration otherwise payable or to be provided for that supply is increased by, and the party paying or providing the consideration (**recipient**) must also pay to the supplier, an amount equal to the GST payable by the supplier on that supply;
 - (2) subject to the supplier complying with clause 31(c)(3), the recipient must pay the GST amount in Australian dollars, at the same time and to the same extent as it must pay or provide the consideration for that supply; and
 - (3) the supplier must issue a valid Tax Invoice or adjustment note to the recipient of the supply at or before the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Where an amount is payable to a party as a reimbursement, indemnification or similar payment calculated by reference to a Loss or any other amount incurred

by that party, then such amount must be reduced by any part of that Loss or other amount which is attributable to GST for which that party, or the representative member of any GST group of which that party is a member, is entitled to an input tax credit.

32 Insurance

32.1 Panel insurances

- (a) The Contractor acknowledges and agrees that:
 - (1) it is obliged under the Panel Agreement to take out and maintain insurances, which, as a minimum, will apply in respect of contracts with Members (including the Principal) for the procurement of goods, services and works under the Panel Agreement;
 - (2) due to the nature of the Services, the Procurement Form may require that levels of insurances greater than those required under clause 32.1(a)(1) be provided by the Contractor; and
 - (3) in circumstances where the Procurement Form requires higher levels of insurances, the Contractor must ensure that it has insurances sufficient to meet such requirements.
- (b) The parties acknowledge and agree that the relevant provisions of the Panel Agreement are repeated and apply in the Contract, as modified for the application to the provision of the Services under the Contract.

32.2 Insurances to be effected

Without limiting clause 32.1, the Contractor must (at its own cost) effect and maintain the insurance policies listed, and on the terms and conditions set out, in Schedule 4. The Principal reserves the right to review the certificates of currency for each of the insurance policies required under the Contract from time to time, and to require the Contractor to take out other insurances or insurances with different limits of cover, should:

- (a) it be required by Law; or
- (b) there be a material change in the Services and the Principal (acting reasonably) considers that the insurances are reasonably required having regard to the nature and extent of the change to the Services and the availability of the proposed insurances in the market at the time, in which case the change in Services and change to insurance cover will be part of an agreed Variation in accordance with clause 32.

32.3 Common terms

- (a) To the extent commercially available from the insurance market from time to time, unless otherwise stated in the Contract, every policy of insurance required under clause 32.2 must:
 - (1) be obtained before the Contractor commences the Services and maintained until the expiry of the Services Term; and
 - (2) provide that the Contractor must pay all premiums and all deductibles on the policies of insurance listed in Schedule 4 when due.

32.4 Subcontractor insurance

- (a) If the Contractor subcontracts any part of the Services, the Contractor must ensure that every subcontractor purchases and maintains all the insurance required by this clause 32 which are applicable to that subcontracted part of the Services, for the duration of the Subcontract before the subcontractor commences any of the Services.
- (b) If the Contractor must ensure that every subcontractor purchases and maintains all the insurance required by this clause 32.

32.5 Access to policies

- (a) Copies of the certificates of currency for the policies required to be maintained under Schedule 4 must be provided by the Contractor to the Principal:
 - (1) at least 5 Business Days prior to the date set for each annual renewal; and
 - (2) within 5 Business Days of a written request by the Principal.
- (b) If the Contractor fails to produce evidence of insurance required by the Contract, this is a Critical Default, and clause 32.6 applies.
- (c) The rights given to the Principal under this clause 32 are in addition to any other rights the Principal may have.

32.6 Consequences of non-compliance

If clauses 32.4(a) or 32.5(b) apply, the Principal may in its discretion:

- (a) exercise its rights under clause 38.1;
- (b) suspend the Contract by Notice to the Contractor, until evidence of insurance required by this clause 32 is produced to the Principal; or
- (c) withhold payment of any amount due to the Contractor until evidence of insurance required by this clause 32 is produced to the Principal.

32.7 Primary

Each of the Principal and the Contractor acknowledges to each other that it is intended that the insurances contemplated by this clause 32 are primary and not secondary or co-ordinate to the indemnities referred to in the Contract in respect of any claim, loss or liability to which such indemnities respond.

33 Variations

33.1 Variations

- (a) If at any time the Principal notifies the Contractor that it requires a Variation, the Contractor must promptly provide a Variation Quotation.
- (b) If the Principal accepts a Variation Quotation, the Principal will issue a Variation Notice to the Contractor and:
 - (1) the Contractor must then carry out the Variation;

- (2) the Fee will be adjusted by the amount set out in the relevant Variation Quotation; and
 - (3) the Date for Completion will be adjusted as set out in the Variation Quotation.
- (c) The Contractor will not be entitled, in any circumstances, to an adjustment to the Fee or any extension of time except as set out in a Variation Notice.
- (d) The Contractor must not commence performing the proposed Variation Quotation unless and until the Principal directs the Contractor in a Variation Notice.

33.2 General

- (a) If a Variation requires the omission of Services, the Principal may have the omitted Services provided by others or not, as the Principal sees fit.
- (b) A Variation does not invalidate the Contract.
- (c) A direction is not a Variation unless a Variation Notice has been signed by the Principal.

34 Change of Law

- (a) The Contractor must promptly notify the Principal on becoming aware of the occurrence of a Change of Law and provide the Principal with full details of the effect of the Change of Law on the Services or the performance by the Contractor of its obligations under the Contract, including details of the impact the Change of Law will have on:
 - (1) the manner in which the Services are provided or the Contractor's Obligations under the Contract are performed;
 - (2) any performance guarantees and warranties relating to the Services; and
 - (3) the costs and time required to provide the Services or to perform the Contractor's Obligations under the Contract.
- (b) The Contractor must take all reasonable steps to minimise and mitigate any additional costs and other adverse impacts resulting from, or associated with, any Change of Law, however nothing in this clause requires the Contractor to apply for an exemption, ruling or other relief from an Authority.
- (c) The Principal will, within a reasonable time following receipt of a notice in accordance with clause 34(a), issue a direction to the Contractor regarding the manner in which the Contractor is to comply with the Change of Law.
- (d) The Contractor must promptly notify the Principal if it believes that compliance with a direction issued in accordance with clause 34(c) would amount to a Variation and in such circumstances the Contractor must proceed in accordance with clause 33.
- (e) If the Principal disputes any aspect of the Change of Law notice in accordance with clause 34(a), including that a Change of Law has occurred, the Principal must notify the Contractor and the parties must meet to resolve the dispute. If the parties have not resolved the dispute within 10 Business Days of the

Principal notifying the Contractor of the dispute, either party may refer the dispute for resolution under clause 40.

- (f) If the Contractor does not agree that implementing the Principal's direction will allow the Contractor to comply with the relevant Law, the Contractor may refer the matter for dispute resolution under clause 40.
- (g) If the Contractor does not follow the Principal's direction or refer the matter for variation or resolution, the limit of the Contractor's entitlement against the Principal arising out of the Change of Law is the amount that the Contractor would have been entitled to recover had the Contractor implemented the Principal's advice given under clause 34(c).
- (h) Without limiting any express right in respect of change of Law (including a Change of Law) conferred under the Contract, the Contractor's rights in relation this clause 34 are the Contractor's sole remedy in respect of any change of Law (including a Change of Law).

35 Step-in

35.1 Step-in Right

- (a) The Principal may, but is not obliged to, step in and perform the whole or part of the Services, whether by itself, an agent or contractor, to the extent necessary to ensure the Services are provided while a Step-in Event is occurring (**Step-in Right**).
- (b) The Principal is entitled to exercise the Step-in Right when, in the reasonable opinion of the Principal:
 - (1) an Insolvency Event has occurred in respect of the Contractor;
 - (2) the Contractor is affected by a Force Majeure Event which delays the performance of the Services for more than 5 consecutive Business Days;
 - (3) there is a real and immediate risk that an Approval will be revoked or not granted;
 - (4) there is a real and immediate risk of action being taken by an Authority to require the Contractor to cease operating or carrying out the Services; or
 - (5) there is a real and immediate threat to public health or safety associated with the performance of the Services,(each a **Step-in Event**).
- (c) Prior to the exercise of a Step-in Right, the Principal must:
 - (1) where there is imminent harm or danger to a person, property or the relevant Facility, give such notice to the Contractor as is practicable in the circumstances (which, for clarity, in urgent circumstances, may be notice given forthwith after exercising the Step-in Right); or
 - (2) otherwise, give at least 5 Business Days' written notice to the Contractor; and
 - (3) give particulars of the circumstances giving rise to its exercise of the Step-in Right in that notice.

35.2 Principal may exercise

- (a) The Principal will not be obliged to perform all or any of the Contractor's Obligations under the Contract, nor will the Principal be liable for any Loss suffered by the Contractor, as a result of the Principal exercising or purporting to exercise the Step-in Right, provided that the Principal has acted reasonably and honestly and has not acted fraudulently or with reckless disregard for the consequences of its acts or omissions.
- (b) The Contractor must comply with any reasonable direction of the Principal when the Principal is exercising the Step-In Right.
- (c) The Principal may exercise the Step-In Right until the Principal approves a written notice from the Contractor, requesting that the Step-In Right cease to be exercised.
- (d) The Principal may approve such request on the basis that:
 - (1) the Step-In Event is cured;
 - (2) the circumstances giving rise to the Step-In Event no longer exist; or
 - (3) the Step-In Right is no longer required.
- (e) The Principal must not unreasonably withhold giving its approval under clause 35.2(c) if the Contractor requests the Principal to do so and the Principal is reasonably satisfied of one of the matters in clause 35.2(d).
- (f) If the Principal has exercised a Step-In Right, the Principal:
 - (1) must continue to pay the Fee in accordance with the Contract; and
 - (2) may retain, withhold, reduce or set-off from the Fee any costs incurred by the Principal associated with the exercise of the Step-In Right under this clause 35.
- (g) Notwithstanding any provision in this clause 35 to the contrary, the Contractor will not be liable for any negligent act or Wilful Misconduct of the Principal when exercising its Step-in Rights.

36 Force Majeure Event

- (a) A party must give timely notice to the other party of any Force Majeure Event that precludes the party (whether partially or wholly) from complying with its obligations under the Contract (**Affected Obligations**) and must either:
 - (1) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (2) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other party with periodic supplemental notices during the period over which the Force Majeure Event continues.
- (b) The party's obligation to perform the Affected Obligations is suspended for as long as performance of the obligation is prevented by the Force Majeure Event.
- (c) If the Contractor is the party with Affected Obligations, the Principal is relieved, to the extent the Contractor is precluded from providing the Services, from any payment to the Contractor for duration of the delay resulting from the Force Majeure Event.

- (d) The parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- (e) If a Force Majeure Event continues to affect the provision of the Services for a continuous period of 120 days, the Principal may terminate the Contract by serving written notice on the Contractor and neither party has liability to the other except in respect of any event arising prior to the date of the Contract being terminated.
- (f) The parties will be responsible for their own costs incurred during the period of the Force Majeure Event.
- (g) Neither parties are required to expend amounts beyond what it would have had to spend to perform the services absent the Force Majeure Event.

37 Suspension

37.1 General

- (a) If the Principal considers that suspension of the whole or part of the Services is necessary or appropriate to comply with any Law, or to preserve the health and safety of people or property, unless otherwise defined in the contract, the Principal may direct the Contractor to immediately suspend the progress of the whole or part of the Services for such time as the Principal decides, and the Contractor must promptly suspend the Services.
- (b) When it chooses, the Principal may direct the Contractor to recommence the whole or the relevant part of the Services and the Contractor must recommence the Services at the time directed by the Principal or, if no time is stated, within a reasonable time after the direction.
- (c) Where the suspension of the Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, however can be reasonably attributed to the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of the Contract. For clarity, such costs must not include Excluded Losses.
- (d) Where all or part of the Services has been suspended by the Principal in accordance with this clause 37.1 for a period of greater than 30 days, the parties must promptly meet and decide how the Contract is to continue.
- (e) Nothing in this clause 37.1 limits the Principal's rights under clause 38.

37.2 Suspension for breach

- (a) If, in the reasonable opinion of the Principal the Contractor or any of the Contractor's Personnel fail to comply with any provision of the Contract, any reasonable and lawful direction of the Principal or any safety requirement, the Principal may suspend the Services or have any of the Contractor's Personnel banned from performing the Services.
- (b) The Contractor is not entitled to any additional cost arising from the Principal's Representative applying the provisions of this clause 37.2.

38 Termination

38.1 Contractor Default

- (a) Subject to clause 38.2, if the Contractor:
 - (1) breaches its obligations under clause 6.2(c);
 - (2) breaches any single KPI twice within any 6 month period during the Services Term (regardless of whether or not it has complied with its obligations under clause 6.2(c); or
 - (3) commits any other breach of the Contract.

(Contractor Default), then the Principal may give notice to the Contractor of:

 - (4) the Contractor Default and of its intention to exercise its rights under clause 38.2 on the expiration of 20 Business Days if the Contractor Default is capable of being rectified but is not rectified within the 20 Business Day period; or
 - (5) its intention to exercise its rights under clause 38.2 if the Contractor Default is not capable of being rectified, or in the case of a Critical Default.
- (b) A notice given under this clause 38.1 must specify that it is a notice under this clause 38.1.

38.2 Failure to remedy

If:

- (a) the Contractor fails within 20 Business Days after receipt of a notice given under clause 38.1(a)(4) to either:
 - (1) remedy a Contractor Default; or
 - (2) in writing show (to the satisfaction of the Principal) that reasonable progress has been made in rectifying the Contractor Default; or
 - (b) the Principal gives Notice under clause 38.1(a)(5),
- then the Principal may, without prejudice to its rights under the Contract or otherwise:
- (c) at any time thereafter wholly or partly suspend any payment due to the Contractor under the Contract until the Contractor Default has been remedied to the satisfaction of the Principal; or
 - (d) terminate the Contract by notice to the Contractor.

38.3 Actions upon termination

- (a) On termination of the Contract, the Contractor must:
 - (1) immediately cease performance of the Contractor's Obligations; and
 - (2) ensure that accurate Reports are made of the Services performed up to the date of termination and delivered to the Principal.

- (b) The Principal must pay the Contractor that part of the Fee for any of the Contractor's Obligations performed prior to termination that have not already been paid by the Principal.
- (c) The Contractor is not entitled to, and the Principal is not liable for, any additional parts of the Fee whatsoever.
- (d) Termination of the Contract, however it may occur, does not prejudice any claim that either party may have against the other under the Contract on termination.

39 Disengagement

39.1 Services continuation

Without limiting any other rights of the Principal under the Contract, if the Contract expires or is terminated for any reason whatsoever, the Contractor acknowledges and agrees that the Principal is free to continue with the Services either:

- (a) with new contractors and consultants; or
- (b) on any basis the Principal may determine,

(or both) and the Contractor must do all things and execute all further documents necessary to ensure that the Principal is free to continue with the Services in the manner set out in this clause 39.1 within the time period prescribed by the Principal.

39.2 Continuation of the Services

Until the Effective Date of Termination, the Contractor agrees to continue performing the Services in the manner contemplated by the Contract. In return, the Principal will pay the Contractor its entitlements under the Contract for performing the Services during that time.

39.3 Work in progress

Unless agreed otherwise, the parties agree that any work-in-progress relating to the Services which is in existence as at the Effective Date of Termination will transfer to the Principal or any contractor appointed by the Principal to provide the Services.

40 Dispute Resolution

40.1 Dispute Notice

- (a) Neither party may commence any action, bring any proceedings or seek any relief or remedy in a court, except interlocutory or equitable relief from a court in respect of a Dispute, until they have complied with the dispute resolution process in accordance with this clause 40.
- (b) If any Dispute arises between the parties in relation to the Contract, either party may give notice of the Dispute to the other party (**Dispute Notice**).
- (c) A Dispute Notice must specify:
 - (1) that it is a notice under this clause 40.1;

- (2) the alleged facts on which the Dispute is based;
- (3) the legal basis on which the Dispute is made, including any issues of law relevant to the Dispute (if any); and
- (4) the relief that is claimed.

40.2 Negotiation

- (a) Within 10 Business Days of a party receiving a Dispute Notice, the parties must arrange for a senior representative from the Principal and a senior representative from the Contractor to meet to attempt to resolve the Dispute.
- (b) If a Dispute is not resolved within 10 Business Days of the parties' senior representatives meeting to attempt to resolve the Dispute in accordance with clause 40.2, the parties may escalate the Dispute to WALGA for WALGA to assist the parties in the resolution of the Dispute.

40.3 Litigation

If a Dispute is not resolved within 20 Business Days of the party receiving a Dispute Notice, either party who has given a Dispute Notice under clause 40.1(b) and complied with this clause 40 may end the dispute resolution process and commence court proceedings in relation to the Dispute.

40.4 Independent expert

- (a) If the Dispute relates to the Services or the KPIs, then either party may, with the agreement of the other party, refer the Dispute to an independent expert.
- (b) The independent expert will be appointed by the Principal, provided such person must have at least 5 years' experience in waste recycling and waste management.
- (c) The independent expert is to act as an expert and not an arbitrator and the expert's decision is final and binding on the parties.
- (d) The expense of the independent expert will be paid by the unsuccessful party.

40.5 Services to continue

If it is reasonably possible, the Contractor must continue to provide the Services during the existence of a Dispute.

41 Notices

41.1 How and where notices may be sent

- (a) Subject to clause 41.1(b), a notice must be in writing and:
 - (1) delivered by hand or sent by post, to the address of the party set out in the Party Details or otherwise notified; or
 - (2) sent by email, as an attachment to an email, to the email address of the party set out in the Party Details or otherwise notified.
- (b) A notice under clause 38 may only be delivered by hand or sent by post.

41.2 When notices are taken to have been delivered and received

A notice is effective:

- (a) if delivered by hand, on the date it is delivered to the recipient;
- (b) if sent by post:
 - (1) within Australia to an Australian address, on the third Business Day following the postage date; or
 - (2) from a place within Australia to an address outside of Australia, or from a place outside Australia to an address within Australia, on the eighth Business Day following the postage date; or
- (c) if sent by email, on the earlier of:
 - (1) an email delivery confirmation report being received by the sender; or
 - (2) 4 hours after the email was sent unless the sender receives notification from its or the recipient's email server that the email is undeliverable, was not delivered or the recipient is out of the office,

provided that any notice is sent by email and is received after 5:00pm (recipient's time) or on a day other than a Business Day (recipient's time), then the notice will be deemed as being received at 9:00am on the next Business Day (recipient's time).

42 General

42.1 Governing law and jurisdiction

The Contract is governed by the law in force in Western Australia and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia.

42.2 Entire agreement and reliance

- (a) The Contract states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior representations, discussions, negotiations, understandings and agreements in respect of its subject matter.
- (b) Neither party has relied on any statement by the other party not expressly included in the Contract.

42.3 Waiver

No party to the Contract may rely on the words or conduct of any other party (including any delay in exercising a right) as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver. In this clause 42.3, "waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

42.4 Relationship of the parties

- (a) The Contractor acknowledges and agrees that:

- (1) it is an independent contractor and not an agent of the Principal;
 - (2) the Contract is entered into in accordance with the terms of the Panel Agreement;
 - (3) the Contract is entered into between the Principal and the Contractor and WALGA is not a party to the Contract; and
 - (4) the Contractor has no authority to bind the Principal or WALGA by contract or otherwise.
- (b) In carrying out their respective obligations under the Contract, each party is acting independently of the other party. Nothing in the Contract creates a partnership, trust or agency between the parties or imposes any fiduciary duties on either party in relation to the other, unless expressly stated.

42.5 Amendment

An amendment of any term of the Contract must be in writing and signed by both parties.

42.6 Invalidity and enforceability

- (a) Any provision of the Contract which is invalid or unenforceable will not affect the remaining provisions of the Contract which remain in full force and effect.
- (b) If any provision of the Contract is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.

42.7 Executing the Contract

- (a) Each party must do all things and execute all documents necessary to give full effect to its obligations under the Contract and the transactions contemplated by it.
- (b) The Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A party may execute the Contract by signing any counterpart.

42.8 Rights under the Contract

- (a) Unless the Contract provides otherwise:
 - (1) a party may exercise a right, power or remedy in any way at its discretion; and
 - (2) the rights, powers and remedies provided by the Contract are in addition to any rights, powers and remedies provided at Law.
- (b) Nothing in the Contract:
 - (1) gives a party authority to bind any other party in any way; or
 - (2) imposes any fiduciary duties on a party in relation to any other party.
- (c) The Principal is not required to engage the Contractor exclusively to perform the Services.

42.9 Survival

Clauses 2, 7, 26, 27, 28, 29, 38.3(d), 39, 40, 41 and 42, and any other obligations which are expressed to or, by their nature, survive expiry or termination of the Contract, will survive termination or expiry of the Contract, and are enforceable at any time at Law.

Schedule 1

Service Plan

Nil

Schedule 2

Key Performance Indicators

Not Used

Schedule 3

Annexure 1

Payment

Invoices must include the relevant purchase order number and details of the Goods supplied to the Principal or the relevant Services completed (or both) including the basis of calculation and supporting information during the relevant month to which the Invoice relates and any other information reasonably requested by the Principal. Invoices are to be issued to the Principal in the second week following the end of the month. Unless otherwise agreed in writing between the Principal and Contractor.

Annexure 2

Rates

(To be completed upon award of any resultant contract)

Annexure 3

Rise and Fall Calculation

On the anniversary of the Commencement Date, the Rates may be varied in accordance with the Perth Consumer Price Index. Applications for variation of variable Contract Prices or rates by the Contractor shall be submitted in writing to the Principal for consideration as far in advance as practicable of the date from which the variation is sought to commence.

Annexure 4

Contamination Levy

Not Used

Schedule 4

Insurances

Public and Product Liability Insurance

Scope of cover	<p>Insurance against any claim in respect of:</p> <ul style="list-style-type: none">(a) Loss or destruction of, or injury or damage to, or Loss of use of any real or personal property (including that of the Principal); or(b) any personal injury to or death of any person, for which the Contractor is legally liable.(c) the performance or non-performance of the Services by the Contractor or the Contractor's Personnel; or(d) the quality, disposal or sale of products used by the Contractor in the performance of the Services. <p>The policy must be endorsed to extend to include liability arising out of the use of unregistered motor vehicles.</p>
Sum insured	<p>Provide cover to an amount of not less than \$20,000,000 in respect of any one occurrence and unlimited as to the number of occurrences.</p> <p>In respect of products liability, limited to not less than \$20,000,000 in the aggregate per annum.</p>

Insurance of employees

Scope of cover	<p>Insurance for any compulsory statutory workers' compensation benefits or other liability under the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) or other applicable legislation.</p>
Sum insured	<p>Provide cover to such amount as prescribed from time to time by the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) or any other applicable legislation.</p>

Contractor's Plant

Scope of cover	<p>Insurance against all Loss to all items of the Contractor's Plant (whether owned, hired or leased) used in the performance of the Services.</p> <p>The Contractor must insure all vehicles or items which are licensed as motor vehicles or are required to be so licensed (whether owned, hired or leased) used in the performance of the Services under compulsory motor vehicle third party insurance.</p>
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Sum insured	Provide cover to an amount of not less than the replacement value of all Contractor's Plant. The Contractor may self-insure for damage to Contractor's Plant.
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Motor Vehicles Insurance

Scope of cover	Insurance against all Loss in respect of third party property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Services.
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Sum insured	Provide cover for an amount not less than \$30,000,000 for any one occurrence or accident.
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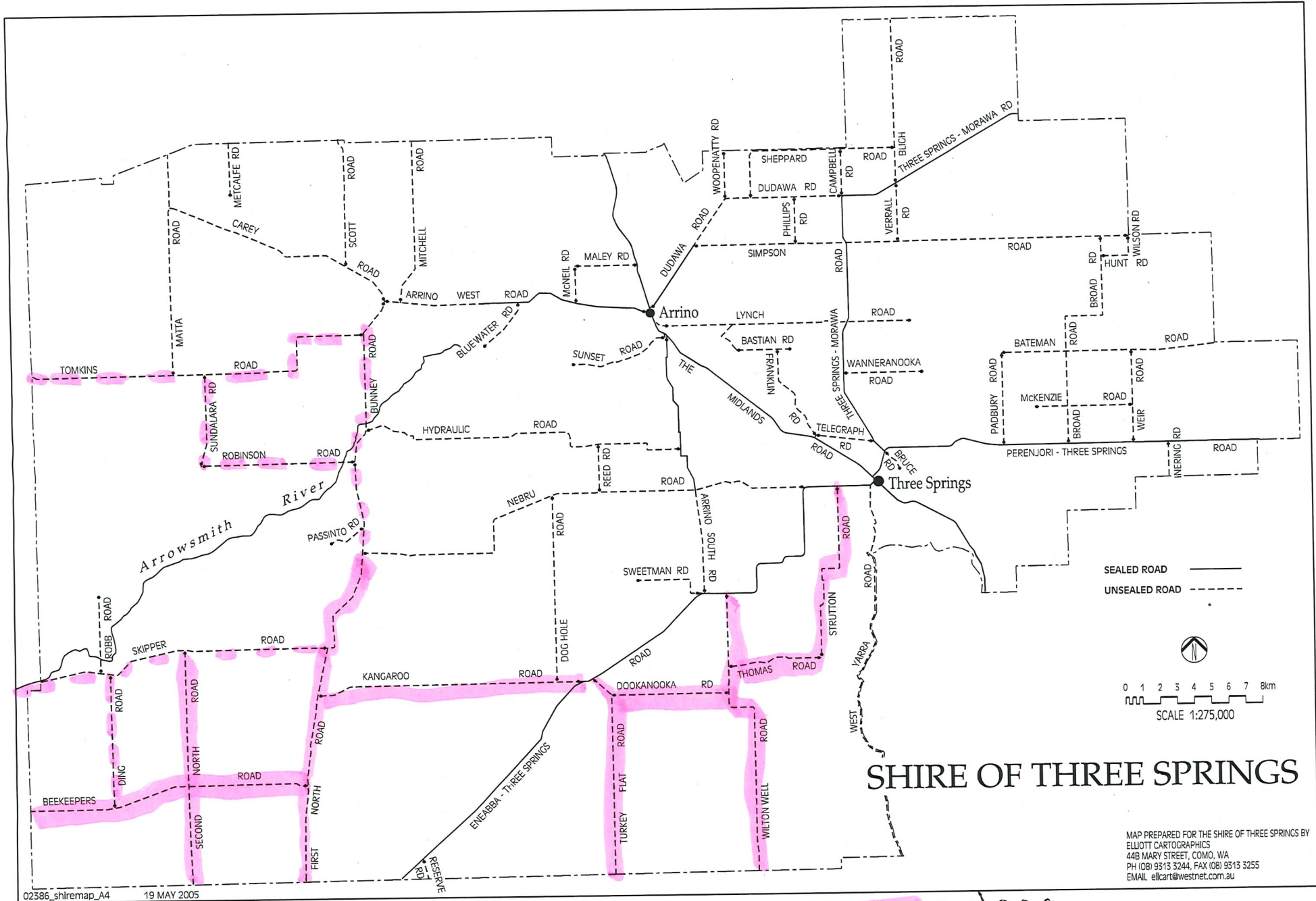
Compulsory Third Party	Compulsory third party motor vehicle insurance as required under any statute relating to motor vehicles used in connection with the Services.
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Schedule 5

Form of Bank Guarantee

Not Used

20/07/2022



— = done
 - - - = proposed.

Shire of Three Springs

Capital Works 2021-22

			Budget	% Complete	Expected Completion Date	Comment
1	Infrastructure - Roads	Sunset Road SLK 0-5100	\$90,620.00	100%	Jun-22	The project will consist of drainage reformation and gravel Re-sheet (100mm) with gravel sourced from gravel pit on Nebru road. Sunset road is part of The Strategic Resource Plan 2016-2031 priorities a number of roads currently utilised as grain freight routes resulting in an increased frequency of maintenance and renewal and is funded through Roads to Recovery.
2	Infrastructure - Roads	McKenzie Road (Talc Lookout)	\$45,600.00	0%	Jul-22	The project will consist of drainage reformation and gravel Re-sheet (100mm) with gravel sourced from gravel pit on Nebru road. McKenzie road is part of The Strategic Resource Plan 2016-2031 priorities a number of roads currently utilised as grain freight routes resulting in an increased frequency of maintenance and renewal and is funded through Roads to Recovery.
3	Infrastructure - Roads	Lynch Road SLK 3520-11210	\$156,876.00	100%	Feb-22	The project will consist of drainage reformation and gravel Re-sheet (200mm) with gravel sourced from gravel pit on Nebru road. Lynch road is part of The Strategic Resource Plan 2016-2031 priorities a number of roads currently utilised as grain freight routes resulting in an increased frequency of maintenance and renewal and is funded through Roads to Recovery.
4	Infrastructure - Roads	Morawa Road SLK 24.50-29.86	\$300,000.00	100%	Mar-22	This Project funded as part of the Regional Road Group and is part of the shires Regional Roads Resealing 15 year plan. The scope of works is box out shoulders and reform reseal 14mm full length.
5	Infrastructure - Roads	Arrino South Road SLK 9.75-13.96	\$300,000.00	100%	Jun-22	This Project funded as part of the Regional Road Group and is part of the shires Regional Roads Resealing 15 year plan. The scope of works is to Cement stabilize SLK 10.17-10.26, 9.75 - 10.07, reseal 14mm full length.
6	Infrastructure - Roads	Dudawa Road SLK 3.53-8.39	\$300,000.00	95%	Jun-22	This Project funded as part of the Regional Road Group and is part of the Shires Regional Roads Resealing 15 year plan. Install new culvert at SLK 8.25.
7	Plant & equipment	Plant Trailer	\$18,000.00	100%	Feb-22	Received
8	Plant & equipment	Building Maintenance Trailer	\$12,000.00	100%	Mar-22	Received
9	Plant & equipment	Loader	\$300,000.00	50%	Apr-22	Loader ordered. Expected arrival April 222
	Grant Funding					
10	Infrastructure - Parks & Oval	Love Locks	\$32,370.00	0%	TBC	This project is to replace plumbing system and install monitoring boars
	Total		\$1,555,466.00			

SHIRE OF THREE SPRINGS
ANNUAL BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

LOCAL GOVERNMENT ACT 1995

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SHIRE'S VISION

Three Springs becomes a Healthy and Unified Community with a bright future

HEART OF NORTH MIDLANDS

SHIRE OF THREE SPRINGS
STATEMENT OF COMPREHENSIVE INCOME BY NATURE OR TYPE
FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2022/23 Budget	2021/22 Actual	2021/22 Budget
		\$	\$	\$
Revenue				
Rates	2(a)	2,322,613	2,242,947	2,237,195
Operating grants, subsidies and contributions	10	842,190	2,019,122	837,447
Fees and charges	14	283,268	262,495	218,620
Interest earnings	11(a)	72,078	19,767	23,518
Other revenue	11(a)	70,400	88,054	81,750
		3,590,549	4,632,385	3,398,530
Expenses				
Employee costs		(1,598,400)	(1,424,608)	(1,561,779)
Materials and contracts		(1,373,665)	(994,714)	(1,495,417)
Utility charges		(329,203)	(280,457)	(174,600)
Depreciation on non-current assets	6	(2,503,916)	(2,465,225)	(1,844,742)
Interest expenses	11(c)	(1,696)	(2,685)	(2,677)
Insurance expenses		(155,552)	(221,653)	(152,967)
Other expenditure		(112,825)	(62,116)	(111,975)
		(6,075,257)	(5,451,458)	(5,344,157)
		(2,484,708)	(819,073)	(1,945,627)
Non-operating grants, subsidies and contributions	10	3,675,110	1,016,379	1,206,785
Profit on asset disposals	5(b)	36,333	0	2,410
Loss on asset disposals	5(b)	(227,965)	(45,908)	(4,717)
		3,483,478	970,471	1,204,478
Net result for the period		998,770	151,398	(741,149)
Total comprehensive income for the period		998,770	151,398	(741,149)

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

SHIRE OF THREE SPRINGS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2022/23 Budget	2021/22 Actual	2021/22 Budget
		\$	\$	\$
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts				
Rates		2,316,113	2,257,285	2,238,295
Operating grants, subsidies and contributions		832,984	2,014,596	747,031
Fees and charges		283,268	262,495	218,620
Interest received		72,078	19,767	23,518
Goods and services tax received		308,123	397,629	135,462
Other revenue		70,400	88,054	81,750
		3,882,966	5,039,826	3,444,676
Payments				
Employee costs		(1,598,400)	(1,428,872)	(1,555,779)
Materials and contracts		(1,254,915)	(1,201,033)	(1,293,617)
Utility charges		(329,203)	(280,457)	(174,600)
Interest expenses		(1,696)	(3,032)	(2,677)
Insurance paid		(155,552)	(221,653)	(152,967)
Goods and services tax paid		(308,123)	(308,123)	(103,462)
Other expenditure		(112,825)	(62,116)	(111,975)
		(3,760,714)	(3,505,286)	(3,395,077)
Net cash provided by (used in) operating activities	4	122,252	1,534,540	49,599
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for financial assets at amortised cost - self supporting loans	7	0	(80,000)	(80,000)
Payments for purchase of property, plant & equipment	5(a)	(4,528,666)	(188,734)	(623,321)
Payments for construction of infrastructure	5(a)	(1,462,324)	(1,317,305)	(1,380,466)
Non-operating grants, subsidies and contributions		3,215,110	1,631,934	1,206,785
Proceeds from sale of property, plant and equipment	5(b)	268,000	545	80,000
Proceeds on financial assets at amortised cost - self supporting loans	7(a)	19,983	19,949	39,938
Net cash provided by (used in) investing activities		(2,487,897)	66,389	(757,064)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	7(a)	(42,745)	(41,846)	(61,835)
Proceeds from new borrowings	7(a)	600,000	80,000	80,000
Net cash provided by (used in) financing activities		557,255	38,154	18,165
Net increase (decrease) in cash held		(1,808,390)	1,639,083	(689,300)
Cash at beginning of year		4,475,969	2,836,886	2,820,951
Cash and cash equivalents at the end of the year	4	2,667,579	4,475,969	2,131,651

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

SHIRE OF THREE SPRINGS
RATE SETTING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2022/23 Budget \$	2021/22 Actual \$	2021/22 Budget \$
OPERATING ACTIVITIES				
Net current assets at start of financial year - surplus/(deficit)	3	1,872,018	412,741	478,209
		1,872,018	412,741	478,209
Revenue from operating activities (excluding rates)				
Specified area and ex gratia rates	2(a)(ii)	9,768	9,435	9,000
Operating grants, subsidies and contributions	10	842,190	2,019,122	837,447
Fees and charges	14	283,268	262,495	218,620
Interest earnings	11(a)	72,078	19,767	23,518
Other revenue	11(a)	70,400	88,054	81,750
Profit on asset disposals	5(b)	36,333	0	2,410
		1,314,037	2,398,873	1,172,745
Expenditure from operating activities				
Employee costs		(1,598,400)	(1,424,608)	(1,561,779)
Materials and contracts		(1,373,665)	(994,714)	(1,495,417)
Utility charges		(329,203)	(280,457)	(174,600)
Depreciation on non-current assets	6	(2,503,916)	(2,465,225)	(1,844,742)
Interest expenses	11(c)	(1,696)	(2,685)	(2,677)
Insurance expenses		(155,552)	(221,653)	(152,967)
Other expenditure		(112,825)	(62,116)	(111,975)
Loss on asset disposals	5(b)	(227,965)	(45,908)	(4,717)
		(6,303,222)	(5,497,366)	(5,348,874)
Non-cash amounts excluded from operating activities	3(b)	2,699,945	2,511,678	1,847,602
Amount attributable to operating activities		(417,222)	(174,074)	(1,850,318)
INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions	10	3,675,110	1,016,379	1,206,785
Payments for property, plant and equipment	5(a)	(4,528,666)	(188,734)	(623,321)
Payments for construction of infrastructure	5(a)	(1,462,324)	(1,317,305)	(1,380,466)
Payments for financial assets at amortised cost - self supporting loans	7(a)	0	(80,000)	(80,000)
Proceeds from disposal of assets	5(b)	268,000	545	80,000
Proceeds from financial assets at amortised cost - self supporting loans	7(a)	19,983	19,949	39,938
Amount attributable to investing activities		(2,027,897)	(549,166)	(757,064)
FINANCING ACTIVITIES				
Repayment of borrowings	7(a)	(42,745)	(41,846)	(61,835)
Proceeds from new borrowings	7(b)	600,000	80,000	80,000
Transfers to cash backed reserves (restricted assets)	8(a)	(500,049)	(8,349)	(8,500)
Transfers from cash backed reserves (restricted assets)	8(a)	75,068	331,941	369,522
Amount attributable to financing activities		132,274	361,746	379,187
Budgeted deficiency before general rates		(2,312,845)	(361,494)	(2,228,195)
Estimated amount to be raised from general rates	2(a)	2,312,845	2,233,512	2,228,195
Net current assets at end of financial year - surplus/(deficit)	3	0	1,872,018	0

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

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SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

1 (a) BASIS OF PREPARATION

The annual budget has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

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

Financial reporting disclosures in relation to assets and liabilities required by the Australian Accounting Standards have not been made unless considered important for the understanding of the budget or required by legislation.

The local government reporting entity

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

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

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 13 to the annual budget.

2021/22 actual balances

Balances shown in this budget as 2021/22 Actual are estimates as forecast at the time of preparation of the annual budget and are subject to final adjustments.

Budget comparative figures

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

Comparative figures

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

Initial application of accounting standards

During the budget year, the below revised Australian Accounting Standards and Interpretations are expected to be compiled, become mandatory and be applicable to its operations.

- *AASB 2020-3 Amendments to Australian Accounting Standards* - Annual Improvements 2018-2020 and Other Amendments
 - *AASB 2020-6 Amendments to Australian Accounting Standards* - Classification of Liabilities as Current or Non-current - Deferral of Effective Date

It is not expected these standards will have an impact on the annual budget.

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- *AASB 2021-2 Amendments to Australian Accounting Standards* - Disclosure of Accounting Policies or Definition of Accounting Estimates
 - *AASB 2021-6 Amendments to Australian Accounting Standards* - Disclosure of Accounting Policies: Tier 2 and Other Australian Accounting Standards

It is not expected these standards will have an impact on the annual budget.

Judgements, estimates and assumptions

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

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

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimated fair value of certain financial assets
- estimation of fair values of land and buildings and investment property
- impairment of financial assets
- estimation uncertainties and judgements made in relation to lease accounting
- estimated useful life of assets

Rounding off figures

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

SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

1 (b) KEY TERMS AND DEFINITIONS - NATURE OR TYPE

REVENUES

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the *Local Government Act 1995*. Regulation 54 of the *Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services.

Excludes rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

FEES AND CHARGES

Revenue (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, and rebates. Reimbursements and recoveries should be separated by note to ensure the correct calculation of ratios.

EXPENSES

EMPLOYEE COSTS

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets includes loss on disposal of long term investments.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation and amortisation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

1 (c) KEY TERMS AND DEFINITIONS - REPORTING PROGRAMS

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

OBJECTIVE	ACTIVITIES
Governance To Provide a decision making process for the efficient allocation of scarce resources.	Administration and operation of facilities and services to members of Council: Other costs that relate to the tasks of assisting elected members and taxpayers on matters which do not concern specific Council services.
General purpose funding To collect revenue to fund provision of services.	Rates, general purpose government grants and interest revenue.
Law, order, public safety To ensure a safer community in which to live.	Supervision of various local laws, fire prevention, emergency services and animal control.
Health To provide an operational framework for good community health.	Food quality and pest control, maintenance of child health centre, doctors surgery and
Education and welfare To support the needs of the community in education and welfare.	Assistance to Day Care Centre, Playgroup, Youth activities and other voluntary services.
Housing Provide adequate housing to attract and retain staff and non-staff.	Maintenance of Council owned housing
Community amenities Provide services as required by the community.	Rubbish collection services, tip operation, noise control, town planning administration.
Recreation and culture To establish and efficiently manage infrastructure and resources which will help the	Maintenance of halls, swimming pool, library, parks, ovals, gardens and reserves.
Transport To provide effective and efficient transport services to the community.	Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets, traffic lights, depot maintenance and airstrip maintenance
Economic services To help promote the shire and improve its economic well being.	Regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control, plant nursery and standpipes.
Other property and services Private works, plant repairs and operation costs, fuel stock and materials.	Private works, plant repairs and operation costs, fuel stock and materials.

SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

2. RATES AND SERVICE CHARGES

(a) Rating Information

Rate Description	Basis of valuation	Rate in	Number of properties	Rateable value	2022/23 Budgeted rate revenue	2022/23 Budgeted interim rates	2022/23 Budgeted back rates	2022/23 Budgeted total revenue	2021/22 Actual total revenue	2021/22 Budget total revenue
		\$		\$	\$	\$	\$	\$	\$	\$
(i) General rates										
GRV Residential	Gross rental valuations	0.127549	205	2,017,236	257,296	0	0	257,296	249,111	248,994
GRV Mining	Gross rental valuations	0.127549	1	252,500	32,206	0	0	32,206	31,107	31,107
UV Rural and Arrino Town	Unimproved valuations	0.012917	183	153,361,000	1,980,964	0	0	1,980,964	1,918,105	1,914,024
UV Mining	Unimproved valuations	0.012917	3	184,137	2,379	0	0	2,379	4,639	3,520
Sub-Total			392	155,814,873	2,272,845	0	0	2,272,845	2,202,962	2,197,645
Minimum payment										
		\$								
GRV Residential	Gross rental valuations	500	22	17,597	11,000	0	0	11,000	9,400	9,400
GRV Mining	Gross rental valuations	500	0	0	0	0	0	0	0	0
UV Rural and Arrino Town	Unimproved valuations	500	26		13,000	0	0	13,000	10,810	10,810
UV Mining	Unimproved valuations	500	32	16,000	16,000	0	0	16,000	10,340	10,340
Sub-Total			80	33,597	40,000	0	0	40,000	30,550	30,550
			472	155,848,470	2,312,845	0	0	2,312,845	2,233,512	2,228,195
Total amount raised from general rates								2,312,845	2,233,512	2,228,195
Ex-gratia rates										
GRV Residential	Gross Rental Valuation	0.12755	3	1,851	236	0	0	236	228	0
GRV Commercial/Industrial	Gross Rental Valuation	0.12755	3	74,734	9,532	0	0	9,532	9,207	9,000
Total ex-gratia rates				76,585	9,768	0	0	9,768	9,435	9,000
Total specified area and ex gratia rates								9,768	9,435	9,000
Total rates								2,322,613	2,242,947	2,237,195

All land (other than exempt land) in the Shire of Three Springs is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire of Three Springs.

The general rates detailed for the 2022/23 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of local government services/facilities.

2. RATES AND SERVICE CHARGES (CONTINUED)

(b) Interest Charges and Instalments - Rates and Service Charges

The following instalment options are available to ratepayers for the payment of rates and service charges.

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates
		\$	%	%
Option one				
Single full payment	09/09/2022	0	0.0%	7.0%
Option two				
First instalment	9/09/2022	0	5.5%	7.0%
Second instalment	17/10/2022	12	5.5%	7.0%
Third instalment	22/12/2022	12	5.5%	7.0%
Fourth instalment	27/01/2023	12	5.5%	7.0%

	2022/23 Budget revenue	2021/22 Actual revenue	2021/22 Budget revenue
	\$	\$	\$
Instalment plan admin charge revenue	2,200	2,160	2,000
Instalment plan interest earned	6,200	6,042	5,000
Interest on ESL	150	0	0
Interest on deferred rates	350	326	300
Unpaid rates and service charge interest earned	6,000	4,485	6,000
	14,900	13,013	13,300

SHIRE OF THREE SPRINGS
 NOTES TO AND FORMING PART OF THE BUDGET
 FOR THE YEAR ENDED 30 JUNE 2023

2. RATES AND SERVICE CHARGES (CONTINUED)

(c) Specified Area Rate

The Shire did not raise specified area rates for the year ended 30th June 2023.

(d) Service Charges

The Shire did not raise service charges for the year ended 30th June 2023.

2. RATES AND SERVICE CHARGES (CONTINUED)

(e) Waivers or concessions

Rate, fee or charge to which the waiver or concession is granted	Note	Type	Discount %	Discount (\$)	2022/23 Budget	2021/22 Actual	2021/22 Budget	Circumstances in which the waiver or concession is granted	Objects and reasons of the waiver or concession
Community Bus	2(a)(i)	Waiver	100.0%	0	\$ 800	\$ 114	\$ 850	TS Primary School	Promote Educational Activities & Support Local Primary School
Pool Charges	2(a)(i)	Waiver	100.0%	0	200	220	600	TS Primary School	Promote Educational Activities & Support Local Primary School
Community Hall Charges	2(a)(i)	Waiver	100.0%	0	2,000	16,156	10,600	Wildflower Committee, Hospital Fete Committee & TS Primary School	Promote School and Community activities in the Shire
Photocopying Charges	2(a)(i)	Waiver	100.0%	0	500	2	15,250	Certain Community Groups such as: Yakabout (Local Newspaper), St John Ambulance, Volunteer Bush Fire Brigade & Wildflower Committee	Support Local Community Group for overall community benefit
COVID-19 Response	2(a)(i)	Waiver	100.0%	0	0	0	5,500	COVID-19 response to support all Sporting Clubs and commercial tenants	Support Local Community Group for overall community benefit
Yakabout Advertising	2(a)(i)	Waiver	100.0%	0	4,000	12,108	0	Not for Profit Organisations and Community Groups	Assist Community Groups and Not for Profit Organisations in promoting their activities within the Shire.
					7,500	29,161	32,800		

3. NET CURRENT ASSETS

	Note	2022/23 Budget 30 June 2023	2021/22 Actual 30 June 2022	2021/22 Budget 30 June 2022
		\$	\$	\$
(a) Composition of estimated net current assets				
Current assets				
Cash and cash equivalents - unrestricted	4	166,817	1,934,182	321,991
Cash and cash equivalents - restricted	4	2,500,762	2,541,787	1,809,660
Receivables		35,292	25,592	71,123
Other assets		0	0	504
Inventories		24,622	18,372	0
		2,727,493	4,519,933	2,203,278
Less: current liabilities				
Trade and other payables		(233,950)	(108,950)	(467,754)
Contract liabilities		(20,000)	(26,006)	0
Unspent non-operating grants, subsidies and contributions liability		(208,691)	(668,691)	0
Long term borrowings	7	0	0	(18,165)
Employee provisions		(193,701)	(193,701)	(122,394)
		(656,342)	(997,348)	(608,313)
Net current assets		2,071,151	3,522,585	1,594,965
Less: Total adjustments to net current assets	3.(c)	(2,071,151)	(1,650,567)	(1,594,965)
Net current assets used in the Rate Setting Statement		0	1,872,018	0

3. NET CURRENT ASSETS (CONTINUED)

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with *Financial Management Regulation 32*.

Adjustments to operating activities

Less: Profit on asset disposals
Add: Loss on disposal of assets
Add: Depreciation on assets
Movement in current employee provisions associated with restricted cash

Non cash amounts excluded from operating activities

(c) Current assets and liabilities excluded from budgeted deficiency

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

Adjustments to net current assets

Less: Cash - restricted reserves
Add: Current liabilities not expected to be cleared at end of year
- Current portion of borrowings
- Current portion of leave liability not required to be funded

Total adjustments to net current assets

Note	2022/23 Budget 30 June 2023	2021/22 Actual 30 June 2022	2021/22 Budget 30 June 2022
	\$	\$	\$
5(b)	(36,333)	0	(2,410)
5(b)	227,965	45,908	4,717
6	2,503,916	2,465,225	1,844,742
	4,397	545	553
	2,699,945	2,511,678	1,847,602
8	(2,213,571)	(1,788,590)	(1,751,160)
	0	0	18,165
	142,420	138,023	138,030
	(2,071,151)	(1,650,567)	(1,594,965)

3 (d) NET CURRENT ASSETS (CONTINUED)

SIGNIFICANT ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

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

TRADE AND OTHER PAYABLES

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

PREPAID RATES

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

INVENTORIES

General

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

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

Superannuation

The Shire of Three Springs contributes to a number of superannuation funds on behalf of employees.

All funds to which the Shire of Three Springs contributes are defined contribution plans.

LAND HELD FOR RESALE

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

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

GOODS AND SERVICES TAX (GST)

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

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

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

TRADE AND OTHER RECEIVABLES

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

Trade receivables are recognised at original invoice amount less any allowances for uncollectible amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Trade receivables are held with the objective to collect the contractual cashflows and therefore measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

PROVISIONS

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

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

EMPLOYEE BENEFITS

Short-term employee benefits

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

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

CONTRACT LIABILITIES

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

4. RECONCILIATION OF CASH

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

Note	2022/23 Budget	2021/22 Actual	2021/22 Budget
	\$	\$	\$
Cash at bank and on hand	2,667,579	4,475,969	19,470
Term deposits	0	0	2,112,181
Total cash and cash equivalents	2,667,579	4,475,969	2,131,651
Held as			
- Unrestricted cash and cash equivalents	3(a) 166,817	1,934,182	321,991
- Restricted cash and cash equivalents	3(a) 2,500,762	2,541,787	1,809,660
	2,667,579	4,475,969	2,131,651
Restrictions			
The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:			
- Cash and cash equivalents	2,500,762	2,541,787	1,809,660
	2,500,762	2,541,787	1,809,660
The restricted assets are a result of the following specific purposes to which the assets may be used:			
Financially backed reserves	8 2,213,571	1,788,590	1,751,160
Contract liabilities	78,500	84,506	58,500
Unspent non-operating grants, subsidies and contribution liabilities	208,691	668,691	0
	2,500,762	2,541,787	1,809,660
Reconciliation of net cash provided by operating activities to net result			
Net result	998,770	151,398	(741,149)
Depreciation	6 2,503,916	2,465,225	1,844,742
(Profit)/loss on sale of asset	5(b) 191,632	45,908	2,307
(Increase)/decrease in receivables	(9,700)	108,312	39,100
(Increase)/decrease in inventories	(6,250)	(16,067)	1,800
(Increase)/decrease in other assets	0	3,194	0
Increase/(decrease) in payables	125,000	(198,057)	206,000
Increase/(decrease) in contract liabilities	(6,006)	(8,994)	(96,416)
Increase/(decrease) in unspent non-operating grants	(460,000)	615,555	0
Non-operating grants, subsidies and contributions	(3,215,110)	(1,631,934)	(1,206,785)
Net cash from operating activities	122,252	1,534,540	49,599

SIGNIFICANT ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS

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

Bank overdrafts are shown as short term borrowings in current liabilities in Note 3 - Net Current Assets.

FINANCIAL ASSETS AT AMORTISED COST

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

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

SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

5. FIXED ASSETS

(a) Acquisition of Assets

The following assets are budgeted to be acquired during the year.

Asset class	Reporting program								2022/23 Budget total	2021/22 Actual total	2021/22 Budget total
	Governance	Law, order, public safety	Health	Housing	Recreation and culture	Transport	Economic services	Other property and services			
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<i>Property, Plant and Equipment</i>											
Buildings - non-specialised	0	0	0	195,700	0	0	0	0	195,700	0	0
Buildings - specialised	5,000	0	5,000	58,158	552,208		2,639,500	35,000	3,294,866	118,961	240,821
Plant and equipment	0	21,000	0	0	10,000	655,600	236,500	115,000	1,038,100	69,773	382,500
	5,000	21,000	5,000	253,858	562,208	655,600	2,876,000	150,000	4,528,666	188,734	623,321
<i>Infrastructure</i>											
Infrastructure - roads	0	0	0	0	0	1,189,999	0	0	1,189,999	1,108,803	1,193,096
Infrastructure - parks and ovals	0	0	0	0	272,325	0	0	0	272,325	208,502	187,370
	0	0	0	0	272,325	1,189,999	0	0	1,462,324	1,317,305	1,380,466
Total acquisitions	5,000	21,000	5,000	253,858	834,533	1,845,599	2,876,000	150,000	5,990,990	1,506,039	2,003,787

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this budget document as follows:

SIGNIFICANT ACCOUNTING POLICIES

RECOGNITION OF ASSETS

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

5. FIXED ASSETS

(b) Disposals of Assets

The following assets are budgeted to be disposed of during the year.

	2022/23 Budget Net Book Value	2022/23 Budget Sale Proceeds	2022/23 Budget Profit	2022/23 Budget Loss	2021/22 Actual Net Book Value	2021/22 Actual Sale Proceeds	2021/22 Actual Profit	2021/22 Actual Loss	2021/22 Budget Net Book Value	2021/22 Budget Sale Proceeds	2021/22 Budget Profit	2021/22 Budget Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
By Program												
Governance	0	0	0	0	2,858	545	0	(2,313)	0	0	0	0
Housing	300,965	100,000	0	(200,965)	43,595	0	0	(43,595)	0	0	0	0
Transport	133,667	148,000	36,333	(22,000)	0	0	0	0	82,307	80,000	2,410	(4,717)
Other property and services	25,000	20,000	0	(5,000)	0	0	0	0	0	0	0	0
	459,632	268,000	36,333	(227,965)	46,453	545	0	(45,908)	82,307	80,000	2,410	(4,717)
By Class												
<u>Property, Plant and Equipment</u>												
Land - freehold land	16,000	10,000	0	(6,000)	43,595	0	0	(43,595)	0	0	0	0
Buildings - specialised	284,965	90,000	0	(194,965)	0	0	0	0	0	0	0	0
Furniture and equipment	0	0	0	0	2,858	545	0	(2,313)	0	0	0	0
Plant and equipment	158,667	168,000	36,333	(27,000)	0	0	0	0	82,307	80,000	2,410	(4,717)
	459,632	268,000	36,333	(227,965)	46,453	545	0	(45,908)	82,307	80,000	2,410	(4,717)

A detailed breakdown of disposals on an individual asset basis can be found in the supplementary information attached to this budget document as follows:

- Staff housing program
- Plant replacement program

SIGNIFICANT ACCOUNTING POLICIES

GAINS AND LOSSES ON DISPOSAL

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

6. ASSET DEPRECIATION

By Program

Law, order, public safety
 Health
 Education and welfare
 Housing
 Community amenities
 Recreation and culture
 Transport
 Economic services
 Other property and services

By Class

Buildings - specialised
 Furniture and equipment
 Plant and equipment
 Infrastructure - roads
 Infrastructure - footpaths
 Infrastructure - parks and ovals
 Infrastructure - airport

2022/23 Budget	2021/22 Actual	2021/22 Budget
\$	\$	\$
83,485	83,485	87,446
28,139	28,139	54,197
34,502	34,502	66,493
113,717	113,717	143,033
16,427	16,427	20,053
335,608	335,608	332,428
1,579,730	1,579,730	862,450
17,016	17,016	10,382
295,292	256,601	268,260
2,503,916	2,465,225	1,844,742
440,668	433,859	574,649
48,562	47,812	38,100
300,458	295,815	286,295
1,526,754	1,503,162	764,415
24,404	24,027	9,462
132,124	130,082	100,765
30,946	30,468	71,056
2,503,916	2,465,225	1,844,742

SIGNIFICANT ACCOUNTING POLICIES

DEPRECIATION

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

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

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

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

DEPRECIATIONS RATES

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

ASSET CLASS	Useful life
Buildings - non specialised	20 to 80 years
Buildings - specialised	20 to 80 years
Furniture and equipment	4 to 10 years
Plant and equipment	5 to 15 years
Sealed roads and streets	
Formation	not depreciated
Pavement	60 to 100 years
Seal	
- Bituminous seals	15 to 40 years
- Asphalt surfaces	15 to 40 years
- Concrete	60 years
Gravel roads	
Formation	not depreciated
Pavement	60 to 100 years
Gravel sheet	15 to 60 years
Water supply piping and drainage systems	10 to 80 years
Infrastructure - parks and ovals	15 to 40 years
Infrastructure - airfield	15 to 80 years

DEPRECIATION ON REVALUATION

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

(a) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and the carrying amount of the asset after taking into account accumulated impairment losses; or

(b) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

AMORTISATION

All intangible assets with a finite useful life, are amortised on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

The residual value of intangible assets is considered to be zero and the useful life and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income and in the note above.

SHIRE OF THREE SPRINGS
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2023

7. INFORMATION ON BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

Purpose	Loan Number	Institution	Interest Rate	Budget Principal 1 July 2022	2022/23 Budget New Loans	2022/23 Budget Principal Repayments	Budget Principal outstanding 30 June 2023	2022/23 Budget Interest Repayments	Actual Principal 1 July 2021	2021/22 Actual New Loans	2021/22 Actual Principal Repayments	Actual Principal outstanding 30 June 2022	2021/22 Actual Interest Repayments	Budget Principal 1 July 2021	2021/22 Budget New Loans	2021/22 Budget Principal Repayments	Budget Principal outstanding 30 June 2022	2021/22 Budget Interest Repayments
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and culture																		
Swimming Pool	160	WATC	3.91%	46,423	0	(22,762)	23,661	(1,595)	68,320	0	(21,897)	46,423	(2,289)	68,320	0	(21,897)	46,423	(2,459)
Economic services																		
Duffy Store Development	162	WATC	4.03%	0	600,000	0	600,000		0	0	0	0	0	0	0	0	0	0
				46,423	600,000	(22,762)	623,661	(1,595)	68,320	0	(21,897)	46,423	(2,289)	68,320	0	(21,897)	46,423	(2,459)
Self Supporting Loans																		
Recreation and culture																		
Bowling Green Resurface	161	WATC	3.119%	60,051	0	(19,983)	40,068	(101)	0	80,000	(19,949)	60,051	(396)	0	80,000	(39,938)	40,062	(218)
				60,051	0	(19,983)	40,068	(101)	0	80,000	(19,949)	60,051	(396)	0	80,000	(39,938)	40,062	(218)
				106,474	600,000	(42,745)	663,729	(1,696)	68,320	80,000	(41,846)	106,474	(2,685)	68,320	80,000	(61,835)	86,485	(2,677)

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue.
The self supporting loan(s) repayment will be fully reimbursed.

7. INFORMATION ON BORROWINGS

(b) New borrowings - 2022/23

Particulars/Purpose	Institution	Loan type	Term (years)	Interest rate	Amount borrowed budget	Total interest & charges	Amount used budget	Balance unspent
				%	\$	\$	\$	\$
Duffy Store Development	WATC	Debenture	10	4.03%	600,000	0	0	600,000
					600,000	0	0	600,000

(c) Unspent borrowings

The Shire had no unspent borrowing funds as at 30th June 2022 nor is it expected to have unspent borrowing funds as at 30th June 2023.

(d) Credit Facilities

	2022/23 Budget	2021/22 Actual	2021/22 Budget
	\$	\$	\$
Undrawn borrowing facilities			
credit standby arrangements			
Credit card limit	10,000	10,000	10,000
Credit card balance at balance date	0	0	(500)
Total amount of credit unused	10,000	10,000	9,500
Loan facilities			
Loan facilities in use at balance date	663,729	106,474	86,485

SIGNIFICANT ACCOUNTING POLICIES

BORROWING COSTS

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

SHIRE OF THREE SPRINGS

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2023

8. FINANCIALLY BACKED RESERVES

(a) Financially Backed Reserves - Movement

	2022/23 Budget Opening Balance	2022/23 Budget Transfer to	2022/23 Budget Transfer (from)	2022/23 Budget Closing Balance	2021/22 Actual Opening Balance	2021/22 Actual Transfer to	2021/22 Actual Transfer (from)	2021/22 Actual Closing Balance	2021/22 Budget Opening Balance	2021/22 Budget Transfer to	2021/22 Budget Transfer (from)	2021/22 Budget Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by council												
(a) Leave	138,023	4,397	0	142,420	137,478	545	0	138,023	137,477	553	0	138,030
(b) Plant Replacement	187,067	5,959	0	193,026	415,415	1,652	(230,000)	187,067	415,416	1,672	(230,000)	187,088
(c) Housing and development	446,451	14,221	0	460,672	546,221	2,171	(101,941)	446,451	546,222	2,198	(101,941)	446,479
(d) Joint venture housing	170,022	5,416	0	175,438	169,349	673	0	170,022	169,349	682	0	170,031
(e) Gravel pit	50,206	1,599	0	51,805	50,007	199	0	50,206	50,007	201	0	50,208
(f) Swimming pool equipment	127,916	4,075	0	131,991	127,410	506	0	127,916	127,409	513	0	127,922
(g) Day care centre	37,534	0	(37,534)	0	37,430	104	0	37,534	37,430	151	(37,581)	0
(h) Potable Water	104,198	3,319	0	107,517	103,786	412	0	104,198	103,786	418	0	104,204
(i) Road	102,462	3,264	0	105,726	102,056	406	0	102,462	102,057	411	0	102,468
(j) Town Drainage	366,197	11,665	0	377,862	364,748	1,449	0	366,197	364,747	1,468	0	366,215
(k) Refuse Site	58,514	1,864	0	60,378	58,282	232	0	58,514	58,282	233	0	58,515
(l) Silo Project	0	37,534	(37,534)	0	0	0	0	0	0	0	0	0
(m) Glyde Street Redevelopment	0	406,736	0	406,736	0	0	0	0	0	0	0	0
	1,788,590	500,049	(75,068)	2,213,571	2,112,182	8,349	(331,941)	1,788,590	2,112,182	8,500	(369,522)	1,751,160
	1,788,590	500,049	(75,068)	2,213,571	2,112,182	8,349	(331,941)	1,788,590	2,112,182	8,500	(369,522)	1,751,160

(b) Financially Backed Reserves - Purposes

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Reserve name	Anticipated date of use	Purpose of the reserve
(a) Leave	Ongoing	To be used to fund annual and long service leave requirements.
(b) Plant Replacement	Ongoing	To be used for the purchase of major plant.
(c) Housing and development	Ongoing	To be used to fund housing/accommodation projects.
(d) Joint venture housing	Ongoing	To be used to maintain the joint Ministry of Housing/Local Government properties.
(e) Gravel pit	Ongoing	To be used for the rehabilitation of disused gravel pits.
(f) Swimming pool equipment	Ongoing	To be used to purchase recreational equipment for the swimming pool.
(g) Day care centre	June 2022	Closed funds transferred to new Silo Project.
(h) Potable Water	Ongoing	To be used to upgrade potable water infrastructure.
(i) Road	Ongoing	To be used for future capital road works.
(j) Town Drainage	Ongoing	To be used for construction of proper town drainage system.
(k) Refuse Site	Ongoing	To be used for the future development and maintenance of the refuse site.
(l) Silo Project	Ongoing	To be used for the purchase of equipment to enable projection of materials.
(m) Glyde Street Redevelopment	Ongoing	To be used to create a subdivision for future housing needs.

(c) Cash Backed Reserves - Change in Use

The Shire has resolved to make the following changes in the use of part of the money in a reserve account. This money is to be used or set aside for a purpose other than the purpose for which the account was established.

Cash Backed Reserve	Proposed new purpose of the reserve	Objects of changing of the reserve	Reasons for changing the use of the reserve	2022/23 Budget amount to be used	2022/23 Budget amount change of purpose
Day Care Centre Reserve	Silo Project reserve	To partially fund the Silo Project as per Strategic Plan.	Reserve no longer needed for original purpose as completion of a new day centre occurred in 2019/20.	\$ 37,534	\$ 37,534
				37,534	37,534

SHIRE OF THREE SPRINGS
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9. REVENUE RECOGNITION

SIGNIFICANT ACCOUNTING POLICIES

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Revenue recognition
Rates	General Rates	Over time	Payment dates adopted by Council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Specified area rates	Rates charge for specific defined purpose	Over time	Payment dates adopted by Council during the year	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Service charges	Charge for specific service	Over time	Payment dates adopted by Council during the year	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants with no contractual commitments	General appropriations and contributions with no specific contractual commitments	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval
Waste management collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	Adopted by council annually	Apportioned equally across the collection period	Not applicable	Output method based on regular weekly and fortnightly period as proportionate to collection service
Waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Airport landing charges	Permission to use facilities and runway	Single point in time	Monthly in arrears	None	Adopted by council annually	Applied fully on timing of landing/take-off	Not applicable	On landing/departure event
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Adopted by council annually, set by mutual agreement	Applied fully based on timing of provision	Returns limited to repayment of transaction price	Output method based on goods

10. PROGRAM INFORMATION

Income and expenses

Income excluding grants, subsidies and contributions

	2022/23 Budget	2021/22 Actual	2021/22 Budget
	\$	\$	\$
Governance	25,600	9,066	40,600
General purpose funding	2,405,639	2,271,578	2,274,195
Law, order, public safety	6,600	8,316	5,700
Health	17,900	21,091	17,500
Education and welfare	1,000	475	1,000
Housing	104,100	104,122	82,700
Community amenities	99,241	90,005	80,720
Recreation and culture	21,879	18,332	12,668
Transport	50,333	25,128	2,410
Economic services	31,700	24,015	4,000
Other property and services	20,700	41,135	42,000
	2,784,692	2,613,263	2,563,493

Operating grants, subsidies and contributions

General purpose funding	538,554	1,685,081	538,554
Law, order, public safety	37,090	40,462	35,813
Health	60,000	76,449	60,000
Education and welfare	1,000	0	1,000
Community amenities	32,000	33,149	32,000
Recreation and culture	28,541	15,433	2,500
Transport	130,005	119,563	119,580
Other property and services	15,000	48,985	48,000
	842,190	2,019,122	837,447

Non-operating grants, subsidies and contributions

General purpose funding	0	150,000	150,000
Recreation and culture	733,333	82,795	118,785
Transport	802,901	780,084	938,000
Economic services	2,138,876	3,500	0
	3,675,110	1,016,379	1,206,785

Total Income

	7,301,992	5,648,764	4,607,725
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Expenses

Governance	(595,702)	(461,400)	(601,153)
General purpose funding	(121,483)	(103,862)	(115,336)
Law, order, public safety	(261,116)	(187,727)	(217,629)
Health	(261,067)	(246,786)	(262,076)
Education and welfare	(97,791)	(80,851)	(132,404)
Housing	(459,310)	(288,418)	(268,340)
Community amenities	(522,248)	(284,679)	(430,480)
Recreation and culture	(1,321,838)	(1,064,365)	(1,237,099)
Transport	(2,259,873)	(2,565,375)	(1,758,306)
Economic services	(379,237)	(246,904)	(297,751)
Other property and services	(23,557)	33,001	(28,300)

Total expenses

	(6,303,222)	(5,497,366)	(5,348,874)
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Net result for the period

	998,770	151,398	(741,149)
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11. OTHER INFORMATION

	2022/23 Budget	2021/22 Actual	2021/22 Budget
	\$	\$	\$
The net result includes as revenues			
(a) Interest earnings			
Investments			
- Reserve funds	55,777	8,349	8,500
- Other funds	3,601	565	3,718
Other interest revenue (refer note 1b)	12,700	10,853	11,300
	72,078	19,767	23,518
(a) Other revenue			
Reimbursements and recoveries	15,200	36,246	27,150
Other	55,200	51,808	54,600
	70,400	88,054	81,750
The net result includes as expenses			
(b) Auditors remuneration			
Audit services	40,000	42,400	40,000
	40,000	42,400	40,000
(c) Interest expenses (finance costs)			
Borrowings (refer Note 7(a))	1,696	2,685	2,677
	1,696	2,685	2,677
(d) Write offs			
Fees and charges	0	296	0
	0	296	0

12. ELECTED MEMBERS REMUNERATION

Elected member - Chris Lane

President's allowance	15,000
Meeting attendance fees	6,575
Annual allowance for ICT expenses	2,100

Elected member - Chris Connaughton

Deputy President's allowance	3,750
Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100

Elected member - Jim Heal

Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100

Elected member - Jenny Mutter

Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100

Elected member - Nadine Eva

Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100
Travel and accommodation expenses	1,500

Elected member - Julia Ennor

Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100
Travel and accommodation expenses	1,500

Elected member- Zac Mills

Meeting attendance fees	4,175
Annual allowance for ICT expenses	2,100

Total Elected Member Remuneration

President's allowance	15,000
Deputy President's allowance	3,750
Meeting attendance fees	31,625
Annual allowance for ICT expenses	14,700
Travel and accommodation expenses	3,000

2022/23 Budget	2021/22 Actual	2021/22 Budget
\$	\$	\$
15,000	15,000	15,000
6,575	5,315	6,575
2,100	2,000	2,000
23,675	22,315	23,575
3,750	3,750	3,750
4,175	4,000	4,175
2,100	2,000	2,000
10,025	9,750	9,925
4,175	2,715	4,175
2,100	2,000	2,000
6,275	4,715	6,175
4,175	3,800	4,175
2,100	2,000	2,000
6,275	5,800	6,175
4,175	3,715	4,175
2,100	2,000	2,000
1,500	0	500
7,775	5,715	6,675
4,175	3,600	4,175
2,100	2,000	2,000
1,500	0	500
7,775	5,600	6,675
4,175	2,000	4,175
2,100	2,000	2,000
6,275	4,000	6,175
68,075	57,895	65,375
15,000	15,000	15,000
3,750	3,750	3,750
31,625	25,145	31,625
14,700	14,000	14,000
3,000	0	1,000
68,075	57,895	65,375

12. JOINT ARRANGEMENT

(a) Joint arrangement - Aged residents housing

The Shire together with the Housing Authority constructed four units for aged residents in 2002/03 and a further two units in 2008/09, known as Kadathinni Units, Carter Street, Three Springs. This joint arrangement constitutes a joint operation and Council has a 22.34% equity in the first 4 units (units 1,2,3 and 4) and a 15.35% in the last two units (units 5 and 6) in this development and is included in Land and Buildings as follows:

Non current assets
Land and buildings
Less: accumulated depreciation
Total assets

Statement of Comprehensive income

Fees and charges - housing revenue
Materials and contracts - housing expenditure
Net result for the period

Total comprehensive income for the period

2022/23 Budget	2021/22 Actual	2021/22 Budget
\$	\$	\$
180,926	180,926	142,674
(9,781)	(6,868)	(30,761)
171,145	174,058	111,913
31,200	30,194	31,200
(30,566)	(28,416)	(24,015)
634	1,778	7,185
634	1,778	7,185

(b) Joint arrangement - Ccommunity housing

The Shire together with the Housing Authority constructed two houses for community housing purposes in 1985/86 in Glyde Street, Three Springs. This joint arrangement constitutes a joint operation and Council has a 10.78% equity in 54 Glyde Street and 11.14% equity in 60 Glyde Street and is included in Land and Buildings as follows:

Non current assets
Land and buildings
Less: accumulated depreciation
Total assets

Statement of Comprehensive income

Fees and charges - housing revenue
Materials and contracts - housing expenditure
Net result for the period

Total comprehensive income for the period

2022/23 Budget	2021/22 Actual	2021/22 Budget
\$	\$	\$
48,368	48,368	112,568
(4,113)	(3,245)	(38,710)
44,255	45,123	73,858
12,480	12,640	12,480
(9,716)	(9,711)	(10,909)
2,764	2,929	1,571
2,764	2,929	1,571

SIGNIFICANT ACCOUNTING POLICIES

Interests in joint arrangements

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

Separate joint arrangements providing joint ventures with an interest to net assets are classified as a joint venture and accounted for using the equity method. The equity method of accounting, whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

Interests in joint arrangements (Continued)

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

14. FEES AND CHARGES

	2022/23 Budget	2021/22 Actual	2021/22 Budget
	\$	\$	\$
By Program:			
General purpose funding	9,200	9,092	7,200
Law, order, public safety	2,350	4,082	1,600
Health	17,800	17,187	17,500
Education and welfare	1,000	475	1,000
Housing	98,200	100,526	78,200
Community amenities	99,241	90,004	80,720
Recreation and culture	21,677	18,167	12,400
Transport	0	200	0
Economic services	29,700	22,058	3,500
Other property and services	4,100	704	16,500
	283,268	262,495	218,620

The subsequent pages detail the fees and charges proposed to be imposed by the local government.



Shire of Three Springs

Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
GOVERNANCE				
Freedom of Information				
Application Fees	\$ 30.00	N	Set by FOI Regs 1993	3140235
Charge of Staff Members' time dealing with Application - Per Hour (Pro rata)	\$ 30.00	N	Set by FOI Regs 1993	3140235
Changes for Access - Time supervised by Staff Member - Per Hour (Pro rata)	\$ 30.00	N	Set by FOI Regs 1993	3140235
Photocopy charges - staff time - Per Hour (Pro rata)	\$ 30.00	N	Set by FOI Regs 1993	3140235
Photocopy charges	\$ 0.20	N	Set by FOI Regs 1993	3140235
Charges for time taken by staff to transcribe data between media	\$ 30.00	N	Set by FOI Regs 1993	3140235
Photocopy charges	\$ 0.20	N	Set by FOI Regs 1993	3140235
Photocopy charges	\$ 0.20	N	Set by FOI Regs 1993	3140235
Photocopy charges	\$ 0.20	N	Set by FOI Regs 1993	3140235
GENERAL PURPOSE FUNDING				
Rates				
Late Payment Penalty Interest	7.00%	N	Set by LGA 6.13	3030145
Instalment Option Interest	5.50%	N	Set by LGA 6.45	3030146
Instalment Option Admin Fees - Per Instalment	\$ 12.00	N	Set by LGA 6.45	3030120
Enquiry/Orders/Requisition Fee	\$ 100.00	Y	Council	3030121
Rate payment by special arrangement	\$ 25.00	Y	Council	3030121
Dishonour Cheque Processing fee	Actual Cost	Y	Council	3030201
Sale of Council Publications				
Electoral Roll (Email PDF Copy)	\$ 11.50	Y	Subject to LGA Admin Reg 29B	3030221
Council Minutes	No Charge			
Printing/Photocopying/Facsimile/Email				
Black Only				
Photocopying per single sheet A4 B&W	\$ 0.40	Y	Council	3030220
Photocopying per double sided A4 B&W	\$ 0.65	Y	Council	3030220
Photocopying per single sheet A3 B&W	\$ 0.65	Y	Council	3030220
Photocopying per double sided A3 B&W	\$ 1.20	Y	Council	3030220
Colour				
Photocopying per single sheet A4 Colour	\$ 0.65	Y	Council	3030220
Photocopying per double sided A4 Colour	\$ 1.00	Y	Council	3030220
Photocopying per single sheet A3 Colour	\$ 1.00	Y	Council	3030220
Photocopying per double sided A3 Colour	\$ 1.70	Y	Council	3030220
Facsimile				
Facsimile (Outgoing) per minute 1 Page	\$ 1.15	Y	Council	3030220
Facsimile (Outgoing) Additional Page	\$ 1.15	Y	Council	3030220
Facsimile (Incoming) Additional Page	\$ 1.15	Y	Council	3030220
Laminating & Binding				
Laminating A5 Per Page	\$ 1.20	Y	Council	3030219
Laminating A4 Per Page	\$ 2.00	Y	Council	3030220
Laminating Business Card - ID Cards	\$ 0.50	Y	Council	3030220
Laminating A3 Per Page	\$ 2.85	Y	Council	3030220
Binding Per Document	\$ 5.70	Y	Council	3030220
Email				
Send Scan EMAIL - 1st Page	\$ 2.30	Y	Council	3030220
Send Scan EMAIL - Additional Page	\$ 0.60	Y	Council	3030220
INTERNET ACCESS POINT COMPUTERS				
Internet Access - 1/2 Hour	\$ 3.50	Y	Council	3030220
Internet Access - 1 Hour	\$ 5.50	Y	Council	3030220
Printing per page A4 B&W	\$ 0.60	Y	Council	3030220



Shire of Three Springs Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
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YAKABOUT - LOCAL NEWS

Sale Price

Per Issue	\$ -		Council	3030224
Annual Subscription (Electronic Copy - FREE) Link via EMAIL.	\$ -		Council	3030224
Annual Subscription (hard copy)	\$ -		Council	3030224

Advertising Charges - Business/Commercial

Prepared

Full Page (Black and White)	\$ 41.20	Y	Council	3030224
Full Page (Colour)	\$ 164.80	Y	Council	3030224
Half Page (Black and white)	\$ 20.60	Y	Council	3030224
Half Page (Colour)	\$ 82.40	Y	Council	3030224
Quarter Page (Black and White)	\$ 10.30	Y	Council	3030224
Quarter Page (Colour)	\$ 41.20	Y	Council	3030224
Attachment (copies provided)	\$ 8.25	Y	Council	3030224

Advertising Charges - Non Business/Commercial

Prepared

Full Page (Black and White)	\$ 31.00	Y	Council	3030224
Full Page (Colour)	\$ 82.50	Y	Council	3030224
Half Page (Black and white)	\$ 15.50	Y	Council	3030224
Half Page (Colour)	\$ 41.20	Y	Council	3030224
Quarter Page (Black and White)	\$ 8.25	Y	Council	3030224
Quarter Page (Colour)	\$ 20.60	Y	Council	3030224
Attachment (copies provided)	\$ 8.25	Y	Council	3030224

Not for Profit organisations and Community groups FREE page each edition
Copy available on website after a week's release

LAW, ORDER AND PUBLIC SAFETY

DOG REGISTRATION FEES (set by Dog Act)

Sterilised Dog - One Year

Normal Fee	\$ 20.00	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 10.00	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 5.00	N	Dog Regs 2013	3050221

Sterilised Dog - Three Years

Normal Fee	\$ 42.50	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 21.25	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 10.63	N	Dog Regs 2013	3050221

Sterilised Dog - LifeTime

Normal Fee	\$ 100.00	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 50.00	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 25.00	N	Dog Regs 2013	3050221

Unsterilised Dog - One Year

Normal Fee	\$ 50.00	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 25.00	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 12.50	N	Dog Regs 2013	3050221

Unsterilised Dog - Three Years

Normal Fee	\$ 120.00	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 60.00	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 30.00	N	Dog Regs 2013	3050221

Unsterilised Dog - LifeTime

Normal Fee	\$ 250.00	N	Dog Regs 2013	3050221
Pensioner Concession - 50% fees otherwise payable	\$ 125.00	N	Dog Regs 2013	3050221
Working Dogs - 25% of Fees otherwise payable	\$ 62.50	N	Dog Regs 2013	3050221



Shire of Three Springs Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
DOG & CAT IMPOUNDING FEES				
1st Day	\$ 100.00	N	Council	3050220
Additional days	\$ 30.00	N	Council	3050220
ANIMAL BREEDING LICENSE				
Approved Cat Breeder - Annual Fee	\$ 100.00	N	Cat Regs 2012 - Council	3050235
Kennel Registration - Annual Fee	\$ 200.00	N	Dog Act 1976 - Council	3050235
SCHEDULE OF DOG INFRINGEMENT FEES				

Charged in accordance with the Dog Act 1976

CAT REGISTRATION FEES (set by Cat Act)

Sterilised Cat

One Year Normal Fee	\$ 20.00	N	Cat Regs 2012	3050221
Pensioner Concession	\$ 10.00	N	Cat Regs 2012	3050221
Three Years Normal Fee	\$ 42.50	N	Cat Regs 2012	3050221
Pensioner Concession	\$ 21.25	N	Cat Regs 2012	3050221
Lifetime	\$ 100.00	N	Cat Regs 2012	3050221
Pensioner Concession	\$ 50.00	N	Cat Regs 2012	3050221
Cat Traps - refundable bond, no daily hire fee (Cash Only)	\$ 100.00	N	Council	3050221

HEALTH

SEPTIC TANK FEES

Refer to Health Regulations Statutory Fees for various statutory fees	as per Regs			3070420
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HEALTH (PET MEAT) AMENDMENT REGULATIONS 2007

Refer to Health Regulations Statutory Fees for various statutory fees	as per Regs			3070420
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HEALTH (OFFENSIVE TRADES FEES) REGULATIONS 1976

Refer to Health Regulations Statutory Fees for various statutory fees	as per Regs			3070420
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HEALTH (PUBLIC BUILDING) AMENDMENT REGULATIONS 2007

Refer to Health Regulations Statutory Fees for various statutory fees	as per Regs			3070420
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HEALTH (TREATMENT OF SEWAGE AND DISPOSAL OF EFFLUENT AND LIQUID WASTE) AMENDMENT REGULATIONS 2007 (Schedule 1)

Application for the approval of an apparatus by relevant local governments	as per Regs			3070420
Application for the approval of an apparatus by the Executive Director-				
a) with a local government report	as per Regs			3070420
b) without a local government report	as per Regs			3070420
Issuing of a 'Permit to Use an Apparatus'	as per Regs			3070420

FOOD PREMISES

Registration - All premises including mobile and itinerant

Annual renewal fee

- High Risk Premises	as per Regs			3070421
- Medium Risk Premises	as per Regs			3070421
- Low Risk Premises	as per Regs			3070421

HOUSING

RENTALS (per week)

Staff Housing	\$ 80.00	N	Council	3090120
Non - Staff Housing/ or as negotiated (3 Bedroom)	\$ 160.00	N	Council	3090220
Non - Staff Housing/ or as negotiated (4 Bedroom)	\$ 200.00	N	Council	3090220
Non - Staff Housing/ or as negotiated (4 Bedroom plus & 2 Bathroom)	\$ 250.00	N	Council	3090220
Kadathinni Units (2 Tenants)	\$ 120.00	N	Council	3090320
Kadathinni Units (1 Tenant)	\$ 100.00	N	Council	3090320
60 Glyde Street (negotiable) - (Staff use GL 3090120)	Negotiable	N	Council	3090220
223 Mayrhofer Street (NMHS)	\$ 180.00	N	Council	3090220
3 Howard Street (Dentist)	\$ 200.00	N	Council	3090220
Bond Deposit of 4 weeks rent required for all housing	per above	N	Council	
(including Senior Staff)				

If Residential Rent - Input Taxed sales



Shire of Three Springs

Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
COMMUNITY AMENITIES				

REFUSE CHARGES				
240 Litre Bin Collection	\$ 297.00	N	Council - WARR ACT	3100120
Additional 240 Litre Bin Collection	\$ 297.00	N	Council - WARR ACT	3100121
1500 Litre Bin Collection	\$ 1,248.50	N	Council - WARR ACT	3100200
Additional 1500 Litre Bin Collection	\$ 1,248.50	N	Council - WARR ACT	3100201
3000 Litre Bin Collection	\$ 2,183.50	N	Council - WARR ACT	3100200
Additional 3000 Litre Bin Collection	\$ 2,183.50	N	Council - WARR ACT	3100201
Asbestos Waste (per cubic metre)	\$ 210.00	Y	Council	3100202
Demolition rubble / refuse (per cubic metre)	\$ 210.00	Y	Council	3100202

THREE SPRINGS CEMETERY				
Cemetery Fee (Burial)	\$ 465.00	N	Council	3100720
Reservation Fee (Burial)	\$ 41.50	N	Council	3100720
Cemetery Fee (Monuments/Headstone)	\$ 51.50	N	Council	3100722
Undertakers license fee	\$ 30.00	N	Council	3100720
Permission to inter ashes in Occupied grave site.	\$ 46.50	N	Council	3100720
Reservation Fee (Niche Wall)	\$ 115.00	N	Council	3100721
Niche Wall Plaque - At cost (Wilson Sign Solutions)	Actual Cost	N	Council	3100721
Additional work as per request (Per Hour)	\$ 62.00	N	Council	3100720

PLANNING FEES				
Development Applications:				
Home Occupation				
(a) Initial Fee	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
(b) Renewal Fee	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
Advertising Signs	as per regs		Planning & Development Regs 2009 Schd. 2	3100620

All Other Development - Where the Estimated Cost of Development is:

(a) Not More than \$50,000.00	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
(b) \$50,000.00 - \$500,000.00 (0.32% of Estimated Development Cost)	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
(c) \$500,000.00 - \$2.5m (\$1,600.00 + 0.257% for every \$1 in excess of \$500,000)	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
(d) \$2.5m and above	as per regs		Planning & Development Regs 2009 Schd. 2	3100620
Lodging House Operation	\$ 80.00	N	Health(Misc Provision) Act 1911 Part V - Dwellings, Division 2	3070620
Hawkers Fee(Per Day)	\$ 10.50	N	Council	3070620
Trading in Public Places {Per Day}- Rate per square meter	\$ 0.60	N	Council	3070620
Trading in Public Places {Per Day}- Power	\$ 12.00	N	Council	3070620



Shire of Three Springs Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
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RECREATION & CULTURE

THREE SPRINGS COMMUNITY HALL/PAVILION

{Community Groups must seek PRIOR exemptions -Non-Commercial Activity Only}

EXEMPT FROM CHARGE FOR HIRE OF FACILITIES (INCLUDING BONDS)

St John Ambulance	No charge		Council	
Covid Clinics	No charge		Council	
Community Action Group (CAG)	No charge		Council	
Returned Service League (RSL)	No charge		Council	
Three Springs Primary School	No charge		Council	
Wildflower Show and Art Exhibition Committee	No charge		Council	
Yoga classes	No charge		Council	
Organisations providing free counselling services eg Desert Blue, Relationship Australia	No charge		Council	

COMMERCIAL

Whole Facility/Main Hall (per day unless stated otherwise)

Touring Artists, Performing Artists, Films etc.	\$ 360.00	Y	Council	3110120
Commercial Displays, Luncheons, Presentations, Seminars	\$ 260.00	Y	Council	3110120

Red Room/Pavilion/ECLC/ Multi Purpose Function Room (per day unless stated otherwise)

Room Hire - ECLC - Hourly Rate {Minimum 4 Hours}	\$ 28.50	Y	Council	3110120
Touring Artists, Performing Artists, Films etc.	\$ 155.00	Y	Council	3110120
Commercial Displays, Luncheons, Presentations, Seminars	\$ 82.50	Y	Council	3110120

SPORTING / COMMUNITY GROUPS

Whole Facility/Main Hall (per day unless stated otherwise)

Cabarets, Balls, Champagne Breakfasts, Weddings, 21st	\$ 195.00	Y	Council	3110120
Luncheons, Presentations, Seminars, School Concerts	\$ 72.00	Y	Council	3110120
Dance Classes, Meetings (Per hour)	\$ 20.50	Y	Council	3110120
Rehearsals, Preparations, Indoor Bowls, Badminton	\$ 10.50	Y	Council	3110120

Cleaning of/ Damage to Facilities

All venues should be in a clean state before hire. Hirer's who do not leave the facility in the same state will be charged to clean the facility and cost of any damage. Hourly Rate

	\$ 105.00	Y	Council	3110135
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EQUIPMENT HIRE

PA System / Projector	\$ 30.00	Y	Council	3110135
Bond for use of PA System / Projector	\$ 50.00	Y	Council	3110135
Trestles	\$ 2.00	Y	Council	3110135
Chairs	\$ 1.00	Y	Council	3110135

HIRE BOND FEES

Venues where liquor is not provided - Commercial	\$ 200.00	N	Council	3100135
Venues where liquor is not provided - Local Organisations	\$ 100.00	N	Council	3100135
Venues where liquor is provided - Commercial	\$ 515.00	N	Council	3100135
Venues where liquor is provided - Local Organisations	\$ 260.00	N	Council	3100135

SWIMMING POOL

School Usage

School usage other than Three Springs Primary School (Swimming Carnival, swimming lessons etc)	Normal entrance fees	Y	Council	3110218
Three Springs School usage (Swimming Carnival, swimming lessons etc)	No Charge	Y	Council	3110219
Vac Swim - Normal entry fees are applicable	Normal entrance fees	Y	Council	3110220

Daily Entrance Fees

Adults	\$ 5.00	Y	Council	3110220
Children/Students and Aged Pensioners	\$ 2.50	Y	Council	3110220
Children 4 years and under	No Charge		Council	
Spectator	\$ 1.00	Y	Council	

Weekly Entrance Fees

Adults	\$ 17.50	Y	Council	3110220
Children/Students and Aged Pensioners	\$ 8.75	Y	Council	3110220
Children 4 years and under	No Charge		Council	
Spectator	\$ 3.50	Y	Council	



Shire of Three Springs

Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
Monthly Tickets				
Family - 2 Adults plus 2 Kids (School Age)	\$ 73.50	Y	Council	3110220
Double	\$ 56.00	Y	Council	3110220
Single	\$ 35.00	Y	Council	3110220
Children/Student and Aged Pensioners	\$ 17.50	Y	Council	3110220
Spectator	\$ 7.00	Y	Council	
Season Tickets				
Family - 2 Adults plus 2 Kids (School Age)	\$ 220.50	Y	Council	3110220
Double	\$ 168.00	Y	Council	3110220
Single	\$ 105.00	Y	Council	3110220
Children/Students and Aged Pensioners	\$ 52.50	Y	Council	3110220
Spectator	\$ 21.00	Y	Council	
Pool Party Hire (per hour)				
NB: Non-exclusive use and entrance fees still apply	\$ 10.00	Y	Council	3110235
Room Hire - Swimming Pool - Hourly Rate (Minimum 2 Hours)	\$ 28.50	Y	Council	3110235
Cleaning of/ Damage to Facilities				
All venues should be in a clean state before hire. Hirers who do not leave the facility in the same state will be charged to clean the facility and cost of any damage. Hourly Rate	\$ 105.00	Y	Council	3110235
EQUIPMENT HIRE				
Trestles	\$ 2.00	Y	Council	3110235
Chairs	\$ 1.00	Y	Council	3110235
ROOM HIRE BOND FEES - No liquor is to be consumed within pool grounds				
Venues where liquor is not provided - Commercial	\$ 200.00	N	Council	3110235
Venues where liquor is not provided - Local Organisations	\$ 100.00	N	Council	3110235
GYM FEES - Individual Gym Membership				
Annual Membership - Includes 16.67% Discount	\$ 200.00	Y	Council	3110320
Annual Membership (Concessional **)	\$ 100.00	Y	Council	3110320
6 Months Membership - Includes 12.5% Discount	\$ 105.00	Y	Council	3110320
6 Months Membership (Concessional **)	\$ 52.50	Y	Council	3110320
3 Months Membership - Includes 10% Discount	\$ 54.00	Y	Council	3110320
3 Months Membership (Concessional **)	\$ 27.00	Y	Council	3110320
1 Months Membership	\$ 20.00	Y	Council	3110320
1 Months Membership (Concessional **)	\$ 10.00	Y	Council	3110320
Weekly Membership	\$ 5.00	Y	Council	3110320
Gym Key Bond	\$ 50.00	N	Council	3110335
** Concessional fees is only applicable on sighting of a valid Concession Card by the Shire Staffs.				
## Access is restricted to adults 18 years and older ##				
SPORTING CLUB LEASES				
Football Club (per annum) - Football Oval and entire pavilion	\$ 2,575.00	Y	Council	3110231
Netball Club (per annum) - Netball courts and ladies change rooms	\$ 310.00	Y	Council	3110231
Hockey Club (per annum) - Hockey Oval and pool meeting room plus 1 storage room	\$ 620.00	Y	Council	3110231
Cricket Club (per annum) - Football Oval and entire pavilion	\$ 620.00	Y	Council	3110231
TRANSPORT				
TALC AND COCKY COUNTRY PLATES				
Fees set by the Department of Transport				
ECONOMIC SERVICES				
TOURISM & AREA PROMOTION				
Caravan Park - Ablution Block key deposit/refund	\$ -	N	Council	3130221



Shire of Three Springs

Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
BUILDING FEES				
Building Construction Industry Training Fund (CTF Levy)				
The rate of Levy is 0.2% of the total value of construction (GST inclusive) over \$20,000.	as per calc.	N	Building reg 2012	
Building Services Levy				
Set by Other Legislation: Building Regulation 2012				
Application for Building Permit:				
- Estimated value of work (incl gst) of Over \$45,000	0.137%	N	Building reg 2012	
- Estimated value of work (incl gst) of \$45,000 or Less	\$ 61.65	N	Building reg 2012	
Application for Demolition Permit:				
- Estimated value of work (incl gst) of Over \$45,000	0.137%	N	Building reg 2012	
- Estimated value of work (incl gst) of \$45,000 or Less	\$ 61.65	N	Building reg 2012	
Occupancy permit or building approval certificate for approved building work under ss47, 49, 50 or 52 of the building Act	\$ 61.65	N	Building reg 2012	
Occupancy permit or building approval certificate for unauthorised building work under s51 of the building Act: Value of work over \$45,000	0.274%	N	Building reg 2012	
Occupancy permit or building approval certificate for unauthorised building work under s51 of the building Act: Value of work \$45,000 or Less	\$ 123.30	N	Building reg 2012	
Occupancy permit under S46 of the Building Act	No Levy	N	Building reg 2012	
Modification of occupancy permit for additional use of building on temporary basis under S48 of the Building Act.	No Levy	N	Building reg 2012	
Building Act Fees				
Division 1 - Application for building permits, demolition permits				
Certified application for a building permit (s.16(1))				
(a) for a building work for a Class 1 or Class 10 building or incidental structure:		N	Building reg 2012	
0.19% of the estimated value of the building work, but less than \$110	as per regs	N	Building reg 2012	
(a) for a building work for a Class 2 to Class 9 building or incidental structure:		N	Building reg 2012	
0.09% of the estimated value of the building work, but less than \$110	as per regs	N	Building reg 2012	
Uncertified application for a building permit (s.16(1))				
0.32% of the estimated value of the building work, but less than \$110	as per regs	N	Building reg 2012	
Application for a demolition permit				
(a) for demolition work in respect of a Class 1 or Class 10 building or incidental structure	\$ 110.00	N	Building reg 2012	
(b) for demolition work in respect of a Class 2 to Class 9 building or incidental structure. \$110.00 for each storey of the building	\$ 110.00	N	Building reg 2012	
Application to extend the time during which a building or demolition permit has effect (s. 32(3)(f))	\$ 110.00	N	Building reg 2012	
Division 2 - Application for occupancy permits, building approval certificates				
Application for an occupancy permit for a completed building (s. 46)	\$ 110.00	N	Building reg 2012	
Application for a temporary occupancy permit for an incomplete building (s. 47)	\$ 110.00	N	Building reg 2012	
Application for modification of an occupancy permit for additional use of a building on a temporary basis (s. 48)	\$ 110.00	N	Building reg 2012	
Application for a replacement occupancy permit for permanent change of the building's use, classification (s. 49)	\$ 110.00	N	Building reg 2012	
Application for an occupancy permit or building approval certificate for registration of strata scheme, plan of re-subdivision (s. 50(1) and (2)). \$11.60 for each strata unit covered by the application, but not less than \$115.	as per regs	N	Building reg 2012	
Application for an occupancy permit for a building in respect of which unauthorised work has been done (s. 51(2)): 0.18% of the estimated value of the unauthorised work as determined by the permit authority, but not less than \$110.00	as per regs	N	Building reg 2012	
Application for a building approval certificate for a building in respect of which unauthorised work has been done (s. 51(3)): 0.38% of the estimated value of the unauthorised work as determined by the permit authority, but not less than \$110.00.	as per regs	N	Building reg 2012	
Application to replace an occupancy permit for an existing building (s52(1))	\$ 110.00	N	Building reg 2012	
Application for a building approval certificate for an existing building where unauthorised work has not been done (s. 52(2))	\$ 110.00	N	Building reg 2012	
Application to extend the time during which an occupancy permit or building approval certificate has effect (s. 65(3)(a))	\$ 110.00	N	Building reg 2012	
Application as defined in regulation 31 (for each building standard in respect of which a declaration is sought)	\$ 2,160.15	N	Building reg 2012	
Inspection of pool enclosures (regulation 53)	\$ 58.45	N	Building reg 2012	3130321
Application for approval of battery powered smoke alarms (regulation 61)	\$ 179.40	N	Building reg 2012	3130335
BUILDING INSPECTION/PLANNING FEE (EHO/BS - per hr)	\$ 92.00	Y	Council	3130322



Shire of Three Springs

Schedule of Fees and Charges - 2022 - 2023

PROGRAMS	Proposed Fees 2022 - 2023 Total Cost	GST INC. Y/N	Authority to set Fee	General Ledger Code
STANDPIPE WATER				
Public Standpipe System Access Card Bond	\$ 50.00	N	Council	3130821
Public Standpipe water charges Per Kilolitre (1,000 Litres)	As per Water Corp rates + 25%	N	Council	3130821
OTHER PROPERTY AND SERVICES				
PLANT HIRE				
Minimum charge of 1 hour per plant hired				
<i>Rate includes operator</i>	Per Hour			
Grader - Contractor	\$ 180.00	Y	Council	3140120
Grader - Ratepayer	\$ 160.00	Y	Council	3140120
Tractor/ Roller - Contractor	\$ 145.00	Y	Council	3140120
Tractor/ Roller - Ratepayer	\$ 125.00	Y	Council	3140120
Backhoe - Contractor	\$ 170.00	Y	Council	3140120
Backhoe - Ratepayer	\$ 150.00	Y	Council	3140120
Loader - Contractor	\$ 180.00	Y	Council	3140120
Loader - Ratepayer	\$ 160.00	Y	Council	3140120
Prime Mover plus Side Tipper - Contractor	\$ 185.00	Y	Council	3140120
Prime Mover plus Side Tipper - Ratepayer	\$ 164.00	Y	Council	3140120
Prime Mover plus Low Loader - Rate per Km	\$ 5.20	Y	Council	3140120
Tip Truck - Contractor (large truck)	\$ 175.00	Y	Council	3140120
Tip Truck - Ratepayer (large truck)	\$ 154.00	Y	Council	3140120
Truck & Trailer - Contractor	\$ 185.00	Y	Council	3140120
Truck & Trailer - Ratepayer	\$ 165.00	Y	Council	3140120
Tractor - Contractor	\$ 130.00	Y	Council	3140120
Tractor - Ratepayer	\$ 115.00	Y	Council	3140120
Rubbered Tyred Roller - Contractor	\$ 150.00	Y	Council	3140120
Rubbered Tyred Roller - Ratepayer	\$ 130.00	Y	Council	3140120
Vibratory Roller - Contractor	\$ 170.00	Y	Council	3140120
Vibratory Roller - Ratepayer	\$ 150.00	Y	Council	3140120
Small Truck - Contractor	\$ 140.00	Y	Council	3140120
Small Truck - Ratepayer	\$ 120.00	Y	Council	3140120
Skid Steer - Contractor	\$ 140.00	Y	Council	3140120
Skid Steer - Ratepayer	\$ 120.00	Y	Council	3140120
Bus Hire - Commercial (charge per kilometre), BOND \$200	\$ 1.20	Y	Council	3100735
Bus Hire - Community (charge per kilometre), BOND \$100	\$ 0.60	Y	Council	3100735
Bus Hire - Three Springs Primary School	No Charge	Y	Council	
SUPERVISOR (per hour)	\$ 100.00	Y	Council	3140120
Penalty rates will apply if overtime is involved				
LABOURER (per hour)	\$ 55.00	Y	Council	3140120
Penalty rates will apply if overtime is involved				
PURCHASE OF SAND/GRAVEL/BLUE METAL Flat rate of:				
Small Truck (approx. 3 to 4 metres) - per load (delivery within 5km only)	\$ 105.00	Y	Council	3140120
Large Truck (approx. 10m3) per load (delivery within 5km only)	\$ 175.00	Y	Council	3140120
6x4 Trailer Load (delivery within 5km only)	\$ 30.00	Y	Council	3140120
DELIVERY OF SAND/GRAVEL/BLUE METAL IN EXCESS OF 5KMS (within Shire only)				
Small Truck (approx. 3 to 4 metres) per km (Plus purchase price)	\$ 1.50	Y	Council	
Large Truck (approx. 10m3) per km (Plus purchase price)	\$ 2.50	Y	Council	
6x4 Trailer Load per km (Plus purchase price)	\$ 1.00	Y	Council	
SMALL ITEMS -Minimum charge of 1 day per items hired				
Plate Compactor - per day	\$ 55.00	Y	Council	3140120
Cement Mixer - per day	\$ 50.00	Y	Council	3140120
Other Minor plant at the discretion of CEO				



SHIRE OF THREE SPRINGS

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 30 June 2022

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Items of Significance

The material variance adopted by the Shire for the 2021/22 year is \$10,000 and 10%. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of significant/material variance is disclosed in Note 15.

	% Collected / Completed	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over
Significant Projects					
Purchase of Caterpillar Loader	0%	305,600	305,600	0	305,600
Sunset Road 2021-22 Gravel Sheet SLK 0-5100 (R2R)	115%	90,620	90,620	104,349	(13,729)
McKenzie Road 2021-22 Gravel resheet SLK 0-3800 (R2R)	2%	45,600	45,600	950	44,651
Dudawa Road Sealed 2021-22 SLK 3.53 - 8.39 (RRG)	52%	201,506	201,506	105,441	96,064
Arrino South Road Sealed 2021-22 SLK 9.75-13.96 (RRG)	90%	296,000	296,000	266,419	29,581
Skate Park	100%	30,051	30,051	30,051	(0)
Lovelock Soak Plumbings	100%	251	251	251	(0)
Dominican Park	102%	175,393	175,393	178,200	(2,807)
Grants, Subsidies and Contributions					
Operating Grants, Subsidies and Contributions	207%	976,017	976,017	2,019,122	1,043,105
Non-operating Grants, Subsidies and Contributions	88%	1,160,788	1,160,788	1,016,378	(144,410)
	142%	2,136,805	2,136,805	3,035,500	898,695
Rates Levied	100%	2,236,356	2,236,356	2,242,947	6,592

% Compares current ytd actuals to annual budget

		Prior Year 30 June 2021	Current Year 30 June 2022
Financial Position			
Adjusted Net Current Assets	454%	\$ 412,740	\$ 1,872,017
Cash and Equivalent - Unrestricted	371%	\$ 724,025	\$ 2,684,530
Cash and Equivalent - Restricted	85%	\$ 2,112,181	\$ 1,788,589
Receivables - Rates	71%	\$ 49,011	\$ 34,673
Receivables - Other	22%	\$ 104,334	\$ 23,248
Payables	33%	\$ 225,592	\$ 75,236

% Compares current ytd actuals to prior year actuals at the same time

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 June 2022
Prepared by: Bob Waddell - Consultant
Reviewed by: Keith Woodward (CEO)

BASIS OF PREPARATION

REPORT PURPOSE

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

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 14.

SIGNIFICANT ACCOUNTING POLICIES

GOODS AND SERVICES TAX

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

CRITICAL ACCOUNTING ESTIMATES

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

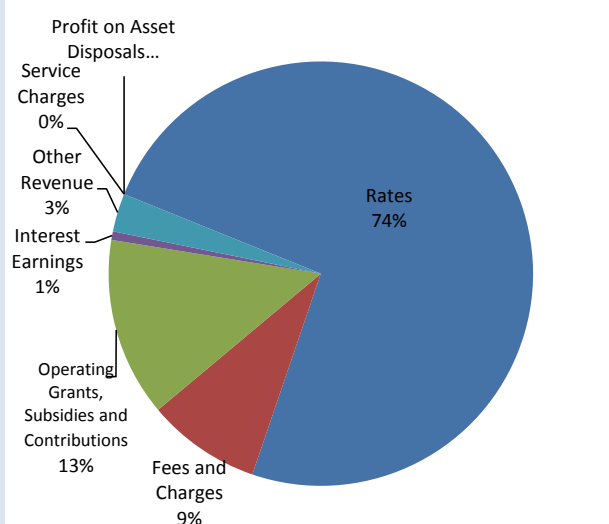
ROUNDING OFF FIGURES

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

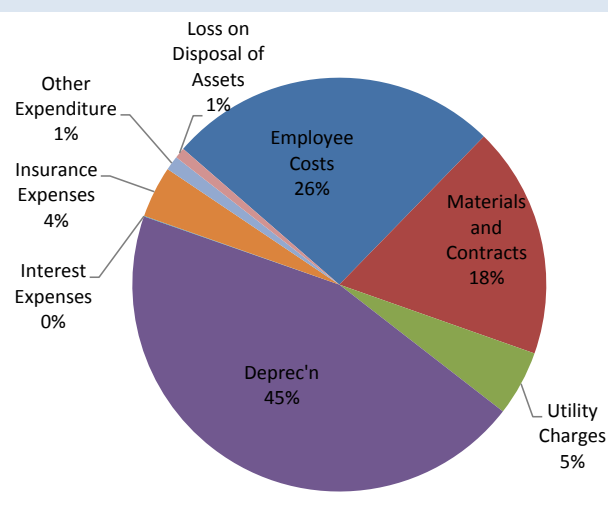
**SHIRE OF THREE SPRINGS
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 JUNE 2022**

SUMMARY GRAPHS

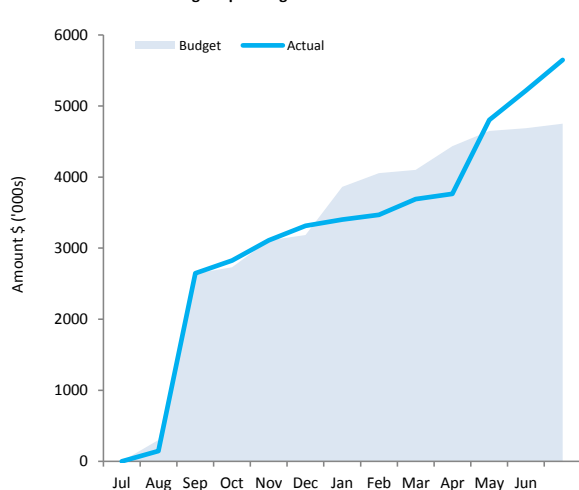
OPERATING REVENUE



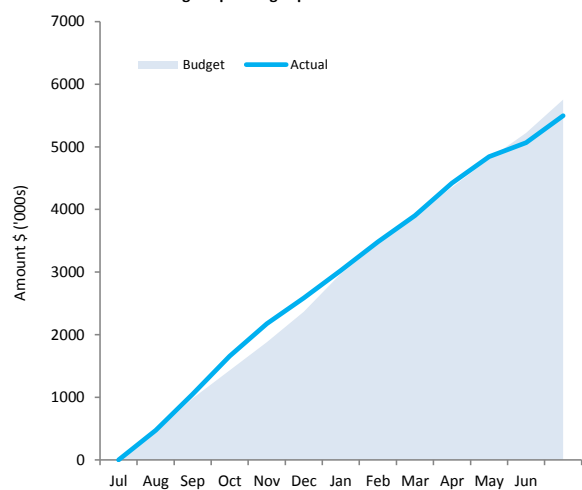
OPERATING EXPENSES



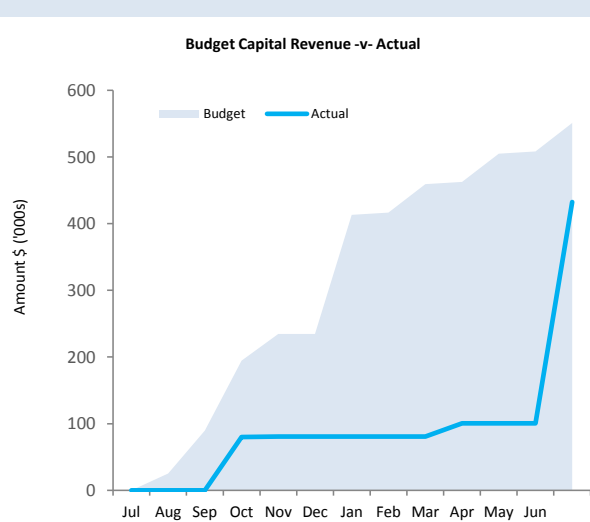
Budget Operating Revenues -v- Actual



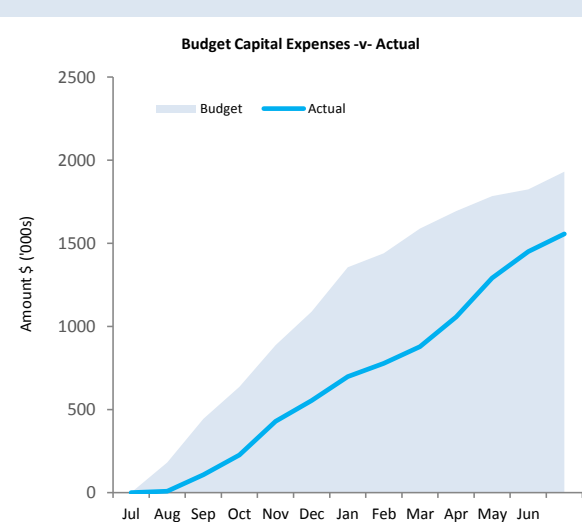
Budget Operating Expenses -v- YTD Actual



CAPITAL REVENUE



CAPITAL EXPENSES



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

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

<p>GOVERNANCE</p> <p>To provide a decision making process for the efficient allocation of scarce resources.</p>	<p>ACTIVITIES</p> <p>Administration and operation of facilities to members of council: Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.</p>
<p>GENERAL PURPOSE FUNDING</p> <p>To collect revenue to fund the provision of services.</p>	<p>Rates, general purpose government grants and interest revenue</p>
<p>LAW, ORDER, PUBLIC SAFETY</p> <p>To ensure a safer community in which to live.</p>	<p>Supervision of various local laws, fire prevention, emergency services and animal control.</p>
<p>HEALTH</p> <p>To provide an operational framework for good community health.</p>	<p>'Food quality and pest control, maintenance of child health centre, medical centre, dental clinic and administration of group health scheme.</p>
<p>EDUCATION AND WELFARE</p> <p>To support the needs of the community in education and welfare.</p>	<p>Assistance to Day Care Centre, Playgroup, Youth activities and other voluntary services.</p>
<p>HOUSING</p> <p>Provide adequate housing to attract and retain staff and non-staff.</p>	<p>Maintenance of council owned staff and non-staff housing.</p>
<p>COMMUNITY AMENITIES</p> <p>Provide services required by the community.</p>	<p>Rubbish collection services, tip operation, noise control, town planning administration, cemetery maintenance, rest centres, storm water drainage and FM radio retransmitter.</p>
<p>RECREATION AND CULTURE</p> <p>To establish and effectively manage infrastructure and resources that help the social wellbeing of the community.</p>	<p>Maintenance of the swimming pool, recreation centre, library, parks, gardens and reserves.</p>
<p>TRANSPORT</p> <p>To provide effective and efficient transport services to the community.</p>	<p>Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets, traffic lights, cycleways, depot maintenance and airstrip maintenance.</p>
<p>ECONOMIC SERVICES</p> <p>To help promote the Shire and improve its economic wellbeing.</p>	<p>The regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control, plant nursery and standpipes.</p>
<p>OTHER PROPERTY AND SERVICES</p> <p>To monitor and control overheads and operating accounts.</p>	<p>Private works operations, plant repairs and operations and engineering costs.</p>

SHIRE OF THREE SPRINGS
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022

STATUTORY REPORTING PROGRAMS

	Note	Adopted Annual Budget	Amended Annual Budget (d)	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. \$
		\$	\$	\$	\$	\$	%		
Opening Funding Surplus(Deficit)	1	478,209	412,740	412,740	412,740	0	0%		
Revenue from operating activities									
Governance		40,600	25,600	25,600	9,066	(16,534)	(65%)	▼	\$
General Purpose Funding - Rates	6	2,237,195	2,236,356	2,236,356	2,242,947	6,592	0%	▲	
General Purpose Funding - Other		575,554	697,188	697,188	1,713,712	1,016,524	146%	▲	\$
Law, Order and Public Safety		41,513	43,800	43,800	48,778	4,978	11%	▲	
Health		77,500	81,344	81,344	97,540	16,196	20%	▲	\$
Education and Welfare		2,000	2,000	2,000	475	(1,525)	(76%)	▼	
Housing		82,700	98,200	98,200	104,121	5,921	6%	▲	
Community Amenities		112,720	114,929	114,929	123,153	8,224	7%	▲	
Recreation and Culture		15,168	29,585	29,585	33,764	4,179	14%	▲	
Transport		121,990	147,094	147,094	144,693	(2,401)	(2%)	▼	
Economic Services		4,000	23,000	23,000	24,015	1,015	4%	▲	
Other Property and Services		90,000	91,642	91,642	90,120	(1,521)	(2%)	▼	
		3,400,940	3,590,737	3,590,737	4,632,384				
Expenditure from operating activities									
Governance		(601,153)	(515,382)	(515,382)	(461,400)	53,982	10%	▲	\$
General Purpose Funding		(115,336)	(110,771)	(110,771)	(103,862)	6,909	6%	▲	
Law, Order and Public Safety		(217,629)	(214,239)	(214,239)	(187,727)	26,512	12%	▲	\$
Health		(262,075)	(266,607)	(266,607)	(246,786)	19,821	7%	▲	
Education and Welfare		(132,404)	(93,503)	(93,503)	(80,851)	12,652	14%	▲	\$
Housing		(268,340)	(256,270)	(256,270)	(288,418)	(32,149)	(13%)	▼	\$
Community Amenities		(430,480)	(354,833)	(354,833)	(284,679)	70,154	20%	▲	\$
Recreation and Culture		(1,237,099)	(1,201,748)	(1,201,748)	(1,064,365)	137,383	11%	▲	\$
Transport		(1,758,306)	(2,441,441)	(2,441,441)	(2,565,376)	(123,935)	(5%)	▼	
Economic Services		(297,751)	(280,631)	(280,631)	(246,903)	33,728	12%	▲	\$
Other Property and Services		(28,300)	(19,066)	(19,066)	33,001	52,067	273%	▲	\$
		(5,348,874)	(5,754,490)	(5,754,490)	(5,497,366)				
Operating activities excluded from budget									
Add back Depreciation		1,844,742	2,491,957	2,491,957	2,465,225	(26,732)	(1%)	▼	
Adjust (Profit)/Loss on Asset Disposal	7	2,307	9,219	9,219	45,907	36,688	398%	▲	\$
Movement in Leave Reserve (Added Back)		553	553	0	546	546		▲	
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Movement Due to Changes in Accounting Standards		0	0	0	0	0			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0			
Amount attributable to operating activities		(100,332)	337,977	337,424	1,646,697				
Investing Activities									
Non-operating Grants, Subsidies and Contributions	13	1,206,785	1,160,788	1,160,788	1,016,378	(144,410)	(12%)	▼	\$
Proceeds from Disposal of Assets	7	80,000	75,945	75,945	545	(75,400)	(99%)	▼	\$
Land Held for Resale	8	0	0	0	0	0			
Land and Buildings	8	(240,821)	(115,277)	(115,277)	(118,959)	(3,682)	(3%)	▼	
Plant and Equipment	8	(382,500)	(366,075)	(366,075)	(69,773)	296,302	81%	▲	\$
Furniture and Equipment	8	0	0	0	0	0			
Infrastructure Assets - Roads	8	(1,193,096)	(1,193,096)	(1,193,096)	(1,108,803)	84,293	7%	▲	
Infrastructure Assets - Drainage	8	0	0	0	0	0			
Infrastructure Assets - Footpaths	8	0	0	0	0	0			
Infrastructure Assets - Parks and Ovals	8	(187,370)	(205,695)	(205,695)	(208,502)	(2,807)	(1%)	▼	
Infrastructure Assets - Airfield	8	0	0	0	0	0			
Amount attributable to investing activities		(717,002)	(643,410)	(643,410)	(489,115)				
Financing Activities									
Proceeds from New Debentures	9	80,000	80,000	80,000	80,000	0	0%		
Repayment of Debentures	9	(61,835)	(41,847)	(41,847)	(41,847)	0	0%		
Repayment of Lease Financing	9	0	0	0	0	0			
Advances to Community Groups		(80,000)	(80,000)	(80,000)	(80,000)	0	0%		
Proceeds from Advances		0	0	0	0	0			
Self-Supporting Loan Principal		39,938	19,949	19,949	19,949	0	0%		
Transfer to Restricted Cash - Other		0	0	0	0	0			
Transfer from Restricted Cash - Other		0	0	0	0	0			
Transfer from Reserves	10	369,522	375,122	375,122	331,941	(43,181)	(12%)	▼	\$
Transfer to Reserves	10	(8,500)	(8,500)	(8,500)	(8,349)	151	2%	▲	
Amount attributable to financing activities		339,125	344,725	344,725	301,695				
Closing Funding Surplus(Deficit)	1	(0)	452,032	451,479	1,872,017				

KEY INFORMATION

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

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021/22 year is \$10,000 and 10%.

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

SHIRE OF THREE SPRINGS

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 JUNE 2022

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

SHIRE OF THREE SPRINGS
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022

BY NATURE OR TYPE

	Note	Adopted Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. S
		\$	\$	\$	\$	\$	%		
Opening Funding Surplus (Deficit)	1	478,209	412,740	412,740	412,740	0	0%		
Revenue from operating activities									
Rates	6	2,237,195	2,236,356	2,236,356	2,242,947	6,592	0%	▲	
Operating Grants, Subsidies and Contributions	12	837,447	976,017	976,017	2,019,122	1,043,105	107%	▲	S
Fees and Charges		218,620	252,280	252,280	262,495	10,215	4%	▲	
Service Charges		0	0	0	0	0			
Interest Earnings		23,518	21,835	21,835	19,767	(2,068)	(9%)	▼	
Other Revenue		81,750	103,850	103,850	88,053	(15,796)	(15%)	▼	S
Profit on Disposal of Assets	7	2,410	400	400	0	(400)	(100%)	▼	
Gain FV Valuation of Assets		0	0	0	0	0			
		3,400,940	3,590,737	3,590,737	4,632,384				
Expenditure from operating activities									
Employee Costs		(1,561,778)	(1,564,557)	(1,564,557)	(1,424,607)	139,950	9%	▲	
Materials and Contracts		(1,495,417)	(1,175,476)	(1,175,476)	(994,715)	180,762	15%	▲	S
Utility Charges		(174,600)	(258,302)	(258,302)	(280,457)	(22,155)	(9%)	▼	
Depreciation on Non-Current Assets		(1,844,742)	(2,491,957)	(2,491,957)	(2,465,225)	26,732	1%	▲	
Interest Expenses		(2,678)	(2,594)	(2,594)	(2,685)	(90)	(3%)	▼	
Insurance Expenses		(152,967)	(162,009)	(162,009)	(221,653)	(59,644)	(37%)	▼	S
Other Expenditure		(111,975)	(89,975)	(89,975)	(62,117)	27,858	31%	▲	S
Loss on Disposal of Assets	7	(4,717)	(9,619)	(9,619)	(45,907)	(36,288)	(377%)	▼	S
Loss FV Valuation of Assets		0	0	0	0	0			
		(5,348,874)	(5,754,490)	(5,754,490)	(5,497,366)				
Operating activities excluded from budget									
Add back Depreciation		1,844,742	2,491,957	2,491,957	2,465,225	(26,732)	(1%)	▼	
Adjust (Profit)/Loss on Asset Disposal	7	2,307	9,219	9,219	45,907	36,688	398%	▲	S
Movement in Leave Reserve (Added Back)		553	553	0	546	546		▲	
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Movement Due to Changes in Accounting Standards		0	0	0	0	0			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0			
Amount attributable to operating activities		(100,332)	337,977	337,424	1,646,697				
Investing activities									
Non-Operating Grants, Subsidies and Contributions	13	1,206,785	1,160,788	1,160,788	1,016,378	(144,410)	(12%)	▼	S
Proceeds from Disposal of Assets	7	80,000	75,945	75,945	545	(75,400)	(99%)	▼	S
Land Held for Resale	8	0	0	0	0	0			
Land and Buildings	8	(240,821)	(115,277)	(115,277)	(118,959)	(3,682)	(3%)	▼	
Plant and Equipment	8	(382,500)	(366,075)	(366,075)	(69,773)	296,302	81%	▲	S
Furniture and Equipment	8	0	0	0	0	0			
Infrastructure Assets - Roads	8	(1,193,096)	(1,193,096)	(1,193,096)	(1,108,803)	84,293	7%	▲	
Infrastructure Assets - Drainage	8	0	0	0	0	0			
Infrastructure Assets - Footpaths	8	0	0	0	0	0			
Infrastructure Assets - Parks and Ovals	8	(187,370)	(205,695)	(205,695)	(208,502)	(2,807)	(1%)	▼	
Infrastructure Assets - Airfield	8	0	0	0	0	0			
Amount attributable to investing activities		(717,002)	(643,410)	(643,410)	(489,115)				
Financing Activities									
Proceeds from New Debentures		80,000	80,000	80,000	80,000	0	0%		
Repayment of Debentures	9	(61,835)	(41,847)	(41,847)	(41,847)	0	0%		
Repayment of Lease Financing	9	0	0	0	0	0			
Advances to Community Groups		(80,000)	(80,000)	(80,000)	(80,000)	0	0%		
Proceeds from Advances		0	0	0	0	0			
Self-Supporting Loan Principal	9	39,938	19,949	19,949	19,949	0	0%		
Transfer from Reserves	10	369,522	375,122	375,122	331,941	(43,181)	(12%)	▼	S
Transfer to Reserves	10	(8,500)	(8,500)	(8,500)	(8,349)	151	2%	▲	
Amount attributable to financing activities		339,125	344,725	344,725	301,695				
Closing Funding Surplus (Deficit)	1	(0)	452,032	451,479	1,872,017				

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

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021/22 year is \$10,000 and 10%.

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

ADJUSTED NET CURRENT ASSETS

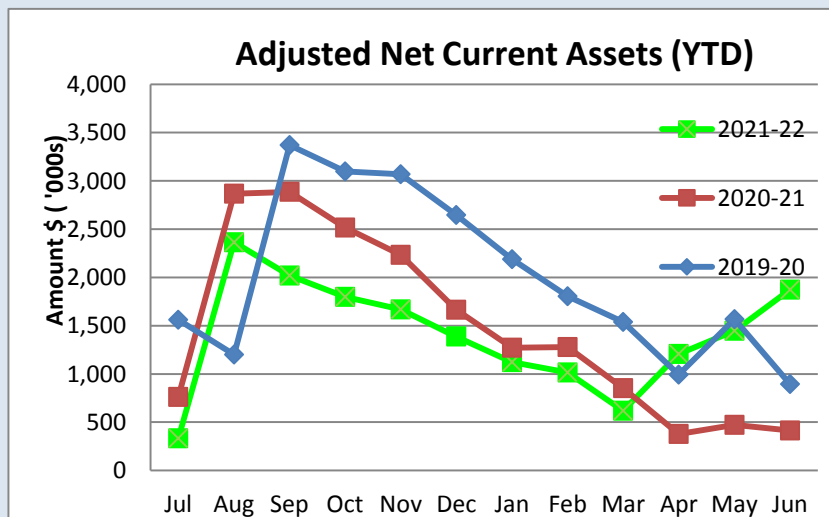
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2021	This Time Last Year 30/06/2021	Year to Date Actual 30/06/2022
		\$	\$	\$
Current Assets				
Cash Unrestricted	2	724,025	724,025	2,684,530
Cash Restricted - Reserves	2	2,112,181	2,112,181	1,788,589
Cash Restricted - Bonds & Deposits	2	680	680	2,850
Receivables - Rates	3	49,011	49,011	34,673
Receivables - Other	3	104,334	104,334	23,248
Other Assets Other Than Inventories	4	3,194	3,194	0
Inventories	4	2,305	2,305	18,372
		2,995,730	2,995,730	4,552,262
Less: Current Liabilities				
Payables	5	(225,592)	(225,592)	(75,236)
Contract Liabilities	11	(88,136)	(88,136)	(694,697)
Bonds & Deposits	14	(100,857)	(100,857)	(66,044)
Loan and Lease Liability	9	(21,897)	(21,897)	0
Provisions	11	(193,700)	(193,700)	(193,700)
		(630,182)	(630,182)	(1,029,678)
Less: Cash Reserves	10	(2,112,181)	(2,112,181)	(1,788,589)
Add Back: Component of Leave Liability not Required to be funded		137,477	137,477	138,023
Add Back: Loan and Lease Liability		21,897	21,897	(0)
Less : Loan Receivable - clubs/institutions		0	0	0
Net Current Funding Position		412,740	412,740	1,872,017

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

**This Year YTD****Surplus(Deficit)****\$1.87 M****Last Year YTD****Surplus(Deficit)****\$.41 M**

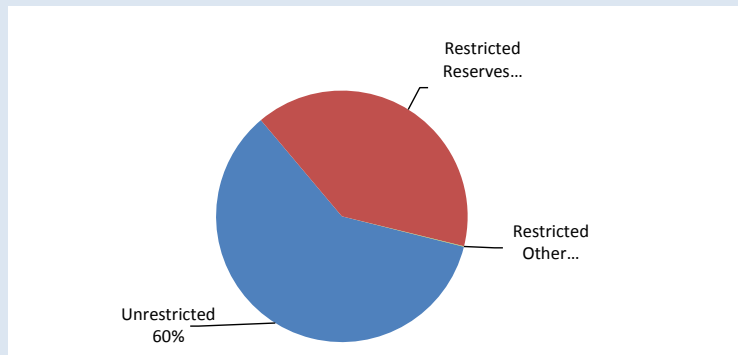
	Unrestricted	Restricted Reserves	Restricted Muni	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Cash On Hand - Admin	27			27	Cash on Hand	Nil	On Hand
At Call Deposits							
Municipal Bank Account - CBA	337,967			337,967	CBA	0.10%	Ongoing
Police Licensing Account - CBA			2,850	2,850	CBA	Variable	Ongoing
Term Deposits							
Business Maximiser Account - CBA	2,346,536			2,346,536	CBA	0.10%	Ongoing
Cash Deposit Account CDA Investment - CBA		1,788,589		1,788,589	CBA	0.47%	30/06/2022
Investments							
Total	2,684,530	1,788,589	2,850	4,475,969			

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION

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



Total Cash	Unrestricted
\$4.48 M	\$1.79 M

SHIRE OF THREE SPRINGS

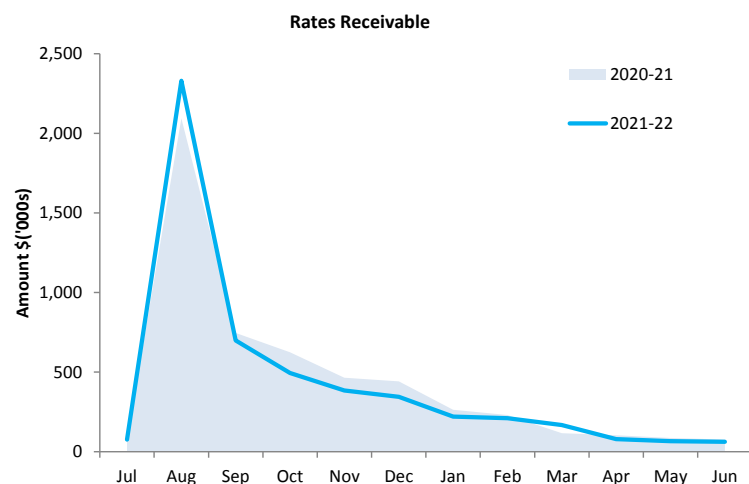
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES NOTE 3 RECEIVABLES

Receivables - Rates & Rubbish	30 June 2021	30 Jun 22
	\$	\$
Opening Arrears Previous Years	76,668	76,633
Levied this year	2,215,050	2,314,878
Less Collections to date	(2,215,086)	(2,329,217)
Equals Current Outstanding	76,633	62,294
Net Rates Collectable	76,633	62,294
% Collected	96.66%	97.40%

KEY INFORMATION

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



Collected

97%

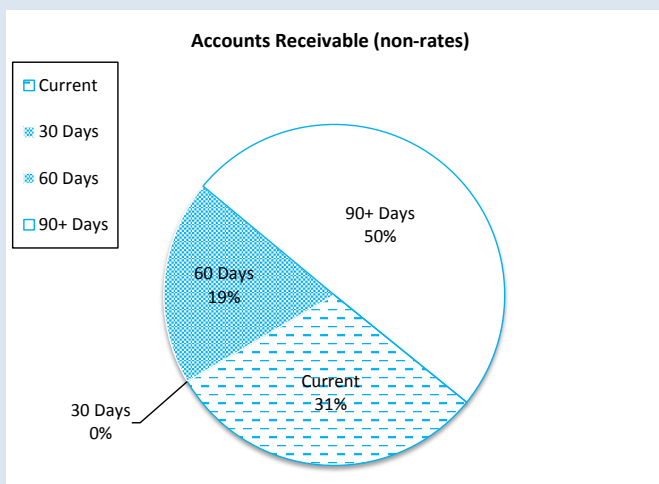
Rates Due

\$62,294

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	3,879	0	2,463	6,294	12,636
Percentage	31%	0%	19%	50%	
Balance per Trial Balance					
Sundry Debtors					12,656
Receivables - Other					10,592
Total Receivables General Outstanding					23,248
Amounts shown above include GST (where applicable)					

SIGNIFICANT ACCOUNTING POLICIES

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



Debtors Due

\$23,248

Over 30 Days

69%

Over 90 Days

50%

	Opening Balance 1 Jul 2021	Asset Increase	Asset Reduction	Closing Balance 30 Jun 2022
Other Current Assets	\$	\$	\$	\$
Other Financial Assets at Amortised Cost				
Financial assets at amortised cost - self supporting loans	0	60,051	0	60,051
Inventory				
Fuel, Visitor and Rec Centres stock on hand	2,305	16,067	0	18,372
Land held for resale	0	0	0	0
Accrued income and prepayments				
Accrued income and prepayments	3,194	0	(3,194)	0
Contract assets				
Contract assets	0	0	0	0
Total Other Current assets				78,422
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Other financial assets at amortised cost

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

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

Inventory

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

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

Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.

Borrowing costs and holding charges incurred after development is completed are expensed.

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

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

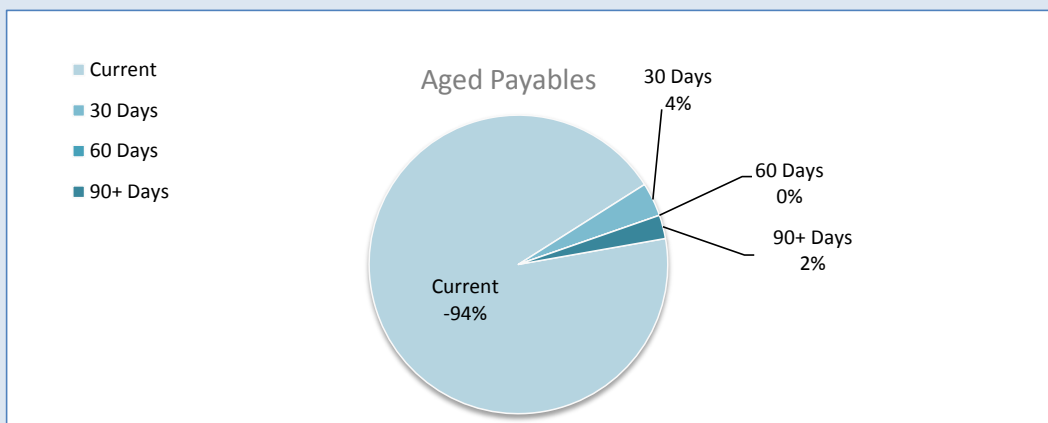
CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

Payables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Payables (Sundry Creditors) - General	(24,370)	950	0	664	(22,757)
Percentage	107.1%	-4.2%	0%	-2.9%	
Balance per Trial Balance					
Sundry creditors - General					(22,757)
Other creditors					168
Accruals/Income in Advance					44,489
ATO liabilities					53,336
Other accruals/payables					0
Total Payables General Outstanding					75,236
Amounts shown above include GST (where applicable)					

KEY INFORMATION

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



Creditors Due

\$75,236

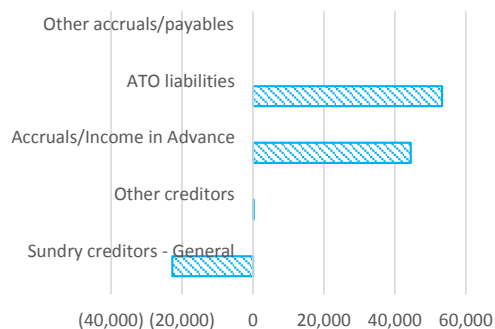
Over 30 Days

-7%

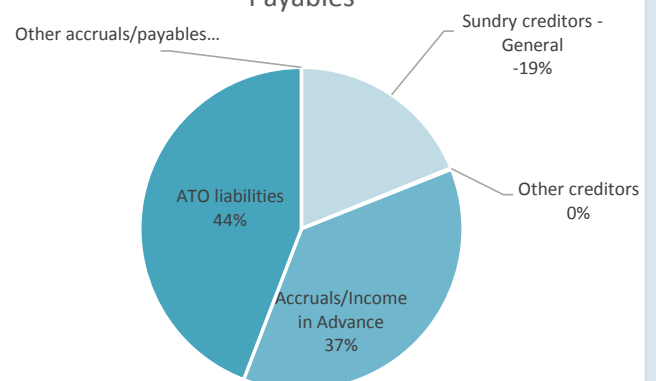
Over 90 Days

-2.9%

Payables



Payables



SHIRE OF THREE SPRINGS

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES

NOTE 6

RATE REVENUE

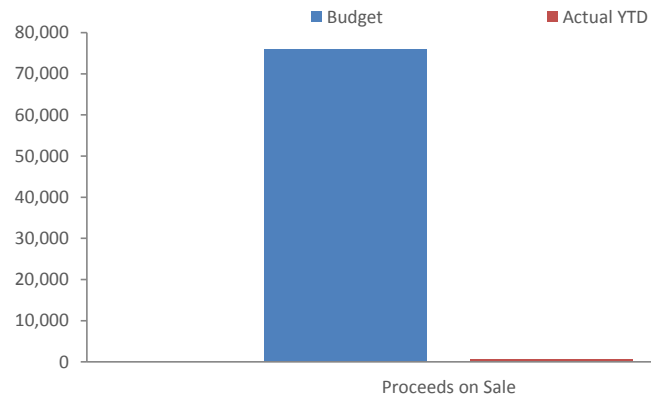
RATE TYPE	Rate in	Number of Properties	Rateable Value	Budget				YTD Actual			
				Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
	\$			\$	\$	\$	\$	\$	\$	\$	\$
General Rate											
Gross rental valuations											
GRV Residential	0.123195	206	2,021,136	248,994	0	0	248,994	248,993.82	117	0	249,111
GRV Mining	0.123195	1	252,500	31,107	0	0	31,107	31,106.74	0	0	31,107
Unimproved valuations											
UV Rural and Arrino Town	0.013861	183	138,087,000	1,914,024	0	0	1,914,024	1,914,023.94	4,081	0	1,918,105
UV Mining	0.013861	5	253,954	3,520	0	0	3,520	3,520.06	1,119	0	4,639
Sub-Totals		395	140,614,590	2,197,645	0	0	2,197,645	2,197,645	5,318	0	2,202,962
Minimum Payment											
	\$										
Gross rental valuations											
GRV Residential	470	20	13,439	9,400	0	0	9,400	9,400	0	0	9,400
GRV Mining	470	0	0	0	0	0	0	0	0	0	0
Unimproved valuations											
UV Rural and Arrino Town	470	23	330,950	10,810	0	0	10,810	10,810	0	0	10,810
UV Mining	470	22	210,533	10,340	0	0	10,340	10,340	0	0	10,340
Sub-Totals		65	554,922	30,550	0	0	30,550	30,550	0	0	30,550
		460	141,169,512	2,228,195	0	0	2,228,195	2,228,195	5,318	0	2,233,512
Amount from General Rates											
Ex-Gratia Rates							2,228,195				2,233,512
							8,161				9,435
Total Rates							2,236,356				2,242,947

SHIRE OF THREE SPRINGS

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

Asset Number	Asset Description	Amended Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Building Non Specialised								
B2007	44 (Lot 58) Williamson St (Operator) Assessment 644	0	0	0	0	43,595			(43,595)
	Furniture and Equipment								
FE006	New Ricoh Mpc6004Exsp Multi-Purposer Printer	2,858 0	545	0	(2,313)	2,858	545		(2,313)
	Plant and Equipment								
P500802	Caterpillar 2011 Loader 928Zq 2011(Ts5008)	74,717	70,000	0	(4,717)	0	0		
100	Toro Mower Gm 7200 72 S/D	7,590	5,000	0	(2,590)	0	0		
P7126	Custom Tilt Trailer To Suite Toro Mower	0	200	200	0	0	0		
P1416	Custom Built 8 X 5 Tandem Tradesman Trailer (Enclosed)	0	200	200	0	0	0		
		85,165	75,945	400	(9,619)	46,453	545	0	(45,907)

KEY INFORMATION



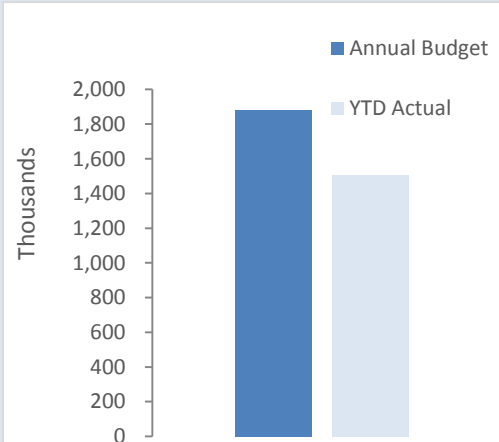
Proceeds on Sale

Budget	YTD Actual	%
\$75,945	\$545	1%

Capital Acquisitions	Adopted		Amended		YTD Budget Variance
	Annual Budget	YTD Budget	Annual Budget	YTD Actual Total	
	\$	\$	\$	\$	\$
Land Held for Resale	0	0	0	0	0
Land and Buildings	240,821	115,277	115,277	118,959	3,682
Plant and Equipment	382,500	366,075	366,075	69,773	(296,302)
Furniture and Equipment	0	0	0	0	0
Infrastructure Assets - Roads	1,193,096	1,193,096	1,193,096	1,108,803	(84,293)
Infrastructure Assets - Drainage	0	0	0	0	0
Infrastructure Assets - Footpaths	0	0	0	0	0
Infrastructure Assets - Parks and Ovals	187,370	205,695	205,695	208,502	2,807
Infrastructure Assets - Airfield	0	0	0	0	0
Capital Expenditure Totals	2,003,787	1,880,143	1,880,143	1,506,038	(374,105)
Capital acquisitions funded by:					
	\$	\$	\$	\$	\$
Capital Grants and Contributions	1,206,785	1,160,788	1,160,788	1,016,378	(144,410)
Borrowings	80,000	80,000	80,000	80,000	0
Other (Disposals & C/Fwd)	80,000	75,945	75,945	545	(75,400)
Council contribution - Cash Backed Reserves					
Various Reserves	375,122	375,122	375,122	331,941	(43,181)
Council contribution - operations	261,880	188,288	188,288	77,174	(111,114)
Capital Funding Total	2,003,787	1,880,143	1,880,143	1,506,038	(374,105)

SIGNIFICANT ACCOUNTING POLICIES

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

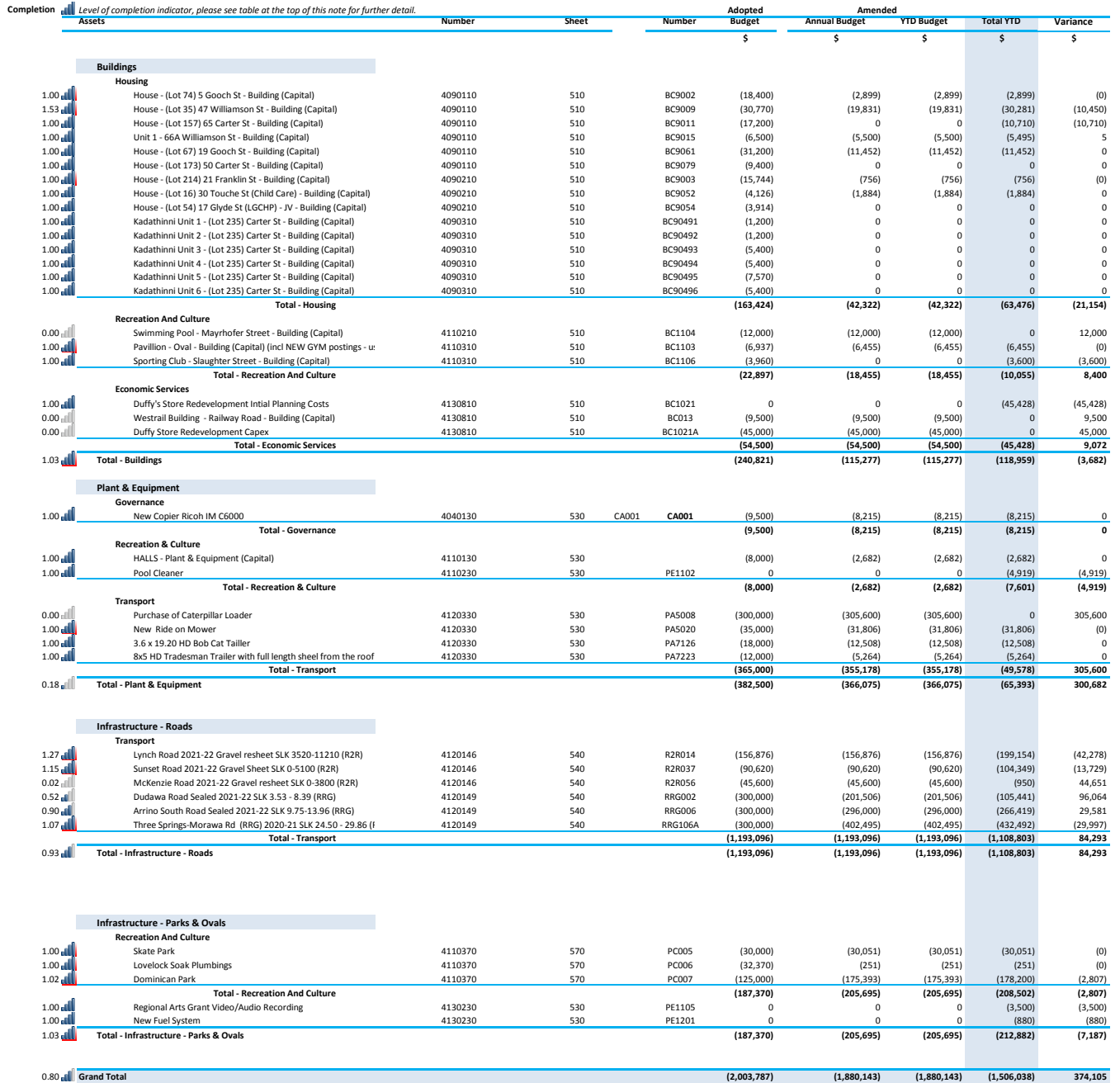
KEY INFORMATION

Acquisitions	Annual Budget	YTD Actual	% Spent
	\$1.88 M	\$1.51 M	80%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$1.16 M	\$1.02 M	88%

INVESTING ACTIVITIES

NOTE 8

CAPITAL ACQUISITIONS



(a) Information on Loan Debenture Borrowings

Particulars/Purpose	01 Jul 2021	New Loans			Principal Repayments			Principal Outstanding			Interest & Guarantee Fee Repayments		
		Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture													
Loan 160 - Swimming Pool	68,320	0	0	0	21,897	21,897	21,897	46,422	46,422	46,422	2,289	2,459	2,459
	68,320	0	0	0	21,897	21,897	21,897	46,422	46,422	46,422	2,289	2,459	2,459
Self supporting loans													
Recreation and Culture													
Loan 161 - Bowling Green Resurface	0	80,000	80,000	80,000	19,949	19,949	39,938	60,051	60,051	40,062	396	135	218
	0	80,000	80,000	80,000	19,949	19,949	39,938	60,051	60,051	40,062	396	135	218
Total	68,320	80,000	80,000	80,000	41,847	41,847	61,835	106,473	106,473	86,485	2,685	2,594	2,678
Current loan borrowings	21,897							-0					
Non-current loan borrowings	46,423							106,473					
	68,320							106,473					

All debenture repayments were financed by general purpose revenue.

(b) Information on Financing

The Shire of Three Springs do not have any operating or finance leases to be reported.

SHIRE OF THREE SPRINGS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022

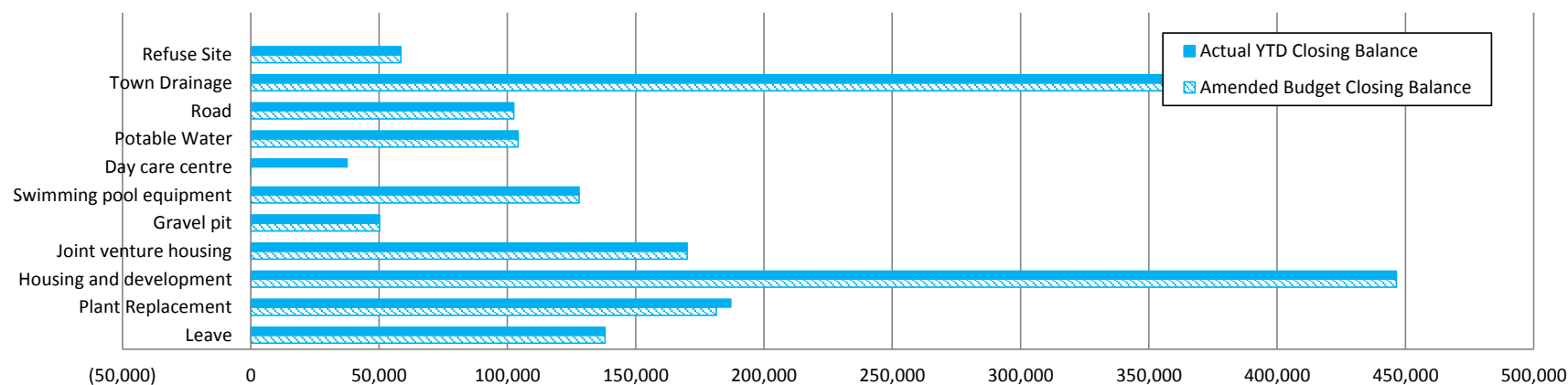
OPERATING ACTIVITIES
NOTE 10
CASH BACKED RESEVES

Cash Backed Reserve

Reserve Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave	137,477	553	546	0	0	0	0	138,030	138,023
Plant Replacement	415,416	1,672	1,651	0	0	(235,600)	(230,000)	181,488	187,067
Housing and development	546,222	2,198	2,171	0	0	(101,941)	(101,941)	446,479	446,452
Joint venture housing	169,349	682	673	0	0	0	0	170,031	170,022
Gravel pit	50,007	201	199	0	0	0	0	50,208	50,205
Swimming pool equipment	127,409	513	506	0	0	0	0	127,922	127,915
Day care centre	37,430	151	104	0	0	(37,581)	0	(0)	37,534
Potable Water	103,786	418	412	0	0	0	0	104,204	104,198
Road	102,057	411	406	0	0	0	0	102,468	102,462
Town Drainage	364,747	1,468	1,449	0	0	0	0	366,215	366,196
Refuse Site	58,282	233	232	0	0	0	0	58,515	58,514
	2,112,181	8,500	8,349	0	0	(375,122)	(331,941)	1,745,559	1,788,589

KEY INFORMATION

Note 9 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF THREE SPRINGS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES
NOTE 11
OTHER CURRENT LIABILITIES

Other Current Liabilities	Note	Opening Balance 1 Jul 2021	Liability Increase	Liability Reduction	Closing Balance 30 Jun 2022
		\$	\$	\$	\$
Contract Liabilities					
Unspent grants, contributions and reimbursements					
- operating	12	47,970	64,086	(86,050)	26,006
- non-operating	13	98,666	1,494,904	(866,378)	727,191
Total unspent grants, contributions and reimbursements		146,636	1,558,990	(952,428)	753,197
Less non-current unspent grants, contributions and reimbursements		(58,500)	0	0	(58,500)
Total current unspent grants, contributions and reimbursements		88,136	1,558,990	(952,428)	694,697
Provisions					
Annual leave		142,888	0	0	142,888
Long service leave		50,813	0	0	50,813
Total Provisions		193,700	0	0	193,700
Total Other Current Liabilities					946,898
Amounts shown above include GST (where applicable)					

KEY INFORMATION

PROVISIONS

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

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

EMPLOYEE BENEFITS

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

CONTRACT LIABILITIES

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

SHIRE OF THREE SPRINGS

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

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent Operating Grant, Subsidies and Contributions Liability					Operating Grants, Subsidies and Contributions Revenue			
	Liability 1 Jul 2021	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Jun 2022	Current Liability 30 Jun 2022	Adopted Budget Revenue	Amended Annual Budget	Amended YTD Budget	YTD Actual Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operating Grants and Subsidies									
General purpose funding									
Grants Commission - General (WALGGC)	0	0	0	0	0	344,064	394,530	394,530	1,006,736
Grants Commission - Roads (WALGGC)	0	0	0	0	0	194,490	269,258	269,258	678,345
Law, order, public safety									
DFES Grant - Operating Bush Fire Brigade	12,970	34,586	(40,462)	7,094	7,094	35,813	38,000	38,000	40,462
Seniors Week Grant (Council on the Ageing)	0	0	0	0	0	1,000	1,000	1,000	0
Recreation and culture									
NADC National Australia Day Grant	0	15,000	(10,177)	4,823	4,823	0	8,000	8,000	10,177
Volunteer Week Grant	0	800	(411)	389	389	0	0	0	411
Active Regional Communities Initiative Grants - Fitness Classes	0	3,700	0	3,700	3,700	0	0	0	0
Transport									
Direct Grant (MRWA)	0	0	0	0	0	119,330	119,330	119,330	119,330
Street Lighting Subsidy (MRWA)	0	0	0	0	0	250	250	250	233
Regional Arts WA Grant - Radio/Audio Promotion	0	10,000	0	10,000	10,000	0	0	0	0
Other property and services									
DPRID Traineeship Grant	35,000	0	(35,000)	0	0	35,000	35,000	35,000	35,000
	47,970	64,086	(86,050)	26,006	26,006	729,947	865,368	865,368	1,890,694
Operating Contributions									
Health									
Medical Centre Contribution	0	0	0	0	0	60,000	60,000	60,000	76,449
Landcare Group - Transfer from Bonds	0	0	0	0	0	32,000	33,149	33,149	33,149
Recreation and culture									
Recreation miscellaneous contribution	0	0	0	0	0	2,500	4,500	4,500	4,477
Library miscellaneous contributions	0	0	0	0	0	0	0	0	177
International Women's Day Event contributions	0	0	0	0	0	0	0	0	191
Other property and services									
Administration miscellaneous contributions	0	0	0	0	0	13,000	13,000	13,000	13,985
	0	0	0	0	0	107,500	110,649	110,649	128,428
TOTALS	47,970	64,086	(86,050)	26,006	26,006	837,447	976,017	976,017	2,019,122

SHIRE OF THREE SPRINGS

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

NOTE 13

NON-OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent Non Operating Grants, Subsidies and Contributions Liability					Non Operating Grants, Subsidies and Contributions Revenue			
	Liability 1 Jul 2021	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Jun 2022	Current Liability 30 Jun 2022	Adopted Budget Revenue	Amended Annual Budget	Amended YTD Budget	YTD Actual Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Non-Operating Grants and Subsidies									
General purpose funding									
Drought Community Program	0	0	0	0	0	150,000	150,000	150,000	150,000
Recreation and culture									
LRCIP Domincian Park	40,166	42,630	(82,796)	0	0	118,785	118,785	118,785	82,796
LRCIP Community Hall - Carter Street - Building	0	381,156	0	381,156	381,156	0	0	0	0
LRCIP Netball Courts & Lighting Capital works	0	112,500	0	112,500	112,500	0	0	0	0
Transport									
RTR Grant - Neburu Road Gravel	0	156,876	(156,876)	0	0	156,876	156,876	156,876	156,876
RTR Grant - Sheppard Road	0	90,620	(90,620)	0	0	90,620	90,620	90,620	90,620
RTR Grant - Hydraulic Road	0	45,078	(950)	44,129	44,129	44,504	44,504	44,504	950
RRG Grant - Dudawa Rd	0	107,472	(105,441)	2,031	2,031	200,000	134,340	134,340	105,441
RRG Grant - Arrino South Rd	0	157,866	(157,866)	0	0	200,000	197,333	197,333	157,866
RRG Grant - Three Springs-Morawa Rd	0	268,330	(268,330)	0	0	200,000	268,330	268,330	268,330
WABN Grant - Dual Use Path Construction	0	0	0	0	0	46,000	0	0	0
Economic services									
Lotterywest - Silo Projection Project	0	132,376	(3,500)	128,876	128,876	0	0	0	3,500
	40,166	1,494,904	(866,378)	668,691	668,691	1,206,785	1,160,788	1,160,788	1,016,378
Non-Operating Contributions									
Community amenities									
Karara Mining Refuse Site Contribution	58,500	0	0	58,500	58,500	0	0	0	0
	58,500	0	0	58,500	58,500	0	0	0	0
Total Non-operating grants, subsidies and contributions	98,666	1,494,904	(866,378)	727,191	727,191	1,206,785	1,160,788	1,160,788	1,016,378

SHIRE OF THREE SPRINGS

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

NOTE 14

BONDS & DEPOSITS AND TRUST FUNDS

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2021	Amount Received	Amount Paid	Closing Balance 30 Jun 2022
	\$	\$	\$	\$
Restricted Cash - Bonds and Deposits				
BCITF Levy	46.87	1,043.31	(46.87)	1,043.31
BSL Levy	113.30	514.83	(300.63)	327.50
Community Bus Bonds	100.00	0.00	0.00	100.00
Crossover/Footpath Bonds	0.00	0.00	0.00	0.00
Developer Bonds	0.00	0.00	0.00	0.00
Keys, Hall and Equipment Bonds	0.00	0.00	0.00	0.00
Landcare Groups	95,295.98	0.00	(33,149.27)	62,146.71
Other Bonds	0.00	0.00	0.00	0.00
Police Licensing	300.50	200,050.25	(199,718.25)	632.50
Rehabilitation Bonds	0.00	0.00	0.00	0.00
Roadworks Bonds	0.00	0.00	0.00	0.00
Public Standpipe System Access Card	0.00	0.00	0.00	0.00
Housing Bonds	0.00	0.00	0.00	0.00
Councillor Nomination Fees	0.00	240.00	(240.00)	0.00
Transportable Buildings Bonds	5,000.00	0.00	(5,000.00)	0.00
Visitor Centre	0.00	1,628.50	(1,628.50)	0.00
Community GYM Bond	0.00	2,220.00	(780.00)	1,440.00
Community GYM Bond	0.00	353.97	0.00	353.97
Sub-Total	100,856.65	206,050.86	(240,863.52)	66,043.99
Trust Funds				
Nil				
Sub-Total	0.00	0.00	0.00	0.00
	100,856.65	206,050.86	(240,863.52)	66,043.99

KEY INFORMATION

EXPLANATION OF SIGNIFICANT VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.
The material variance adopted by Council for the 2021/22 year is \$10,000 and 10%.

Reporting Program	Var. \$	Var. %	Significant Var. ▲▼	Significant Var. \$	Timing/ Permanent	Explanation of Variance
Revenue from operating activities	\$	%				
Governance	(16,534)	(65%)	▼	\$	Permanent	Reimbursement revenue coming in lower than budget.
General Purpose Funding - Other	1,016,524	146%	▲	\$	Permanent	The Shire received greater than expected FAG income.
Health	16,196	20%	▲	\$	Permanent	Other Health Contribution to Medical Centre higher than budgeted.
Expenditure from operating activities						
Law, Order and Public Safety	26,512	12%	▲	\$	Permanent	Repositioning of Depreciation and Fire Prevention, burning and control underspend contribute to Actuals tracking lower than budget.
Education and Welfare	12,652	14%	▲	\$	Permanent	Timing - The Early Learning Childhood Centre building maintenance is running behind budget Permanent - Depreciation expense is overstated in the budget.
Community Amenities	70,154	20%	▲	\$	Permanent	Storm Water Drainage Maintenance Works yet to commence. Refuse Site Maintenance tracking lower than budget.
Recreation and Culture	137,383	11%	▲	\$	Permanent	Repositioning of Depreciation across sub programmes is causing the budget variance.
Economic Services	33,728	12%	▲	\$	Permanent	Timing - Various expenditure accounts tracking lower than budget In Tourism & Area Promotion programme.
Other Property and Services	52,067	273%	▲	\$	Permanent	Public Work Overheads recoveries tracking lower the budget.
Investing Activities						
Non-operating Grants, Subsidies and Contributions	(144,410)	(12%)	▼	\$	Permanent	Road program funding and LRCIP funding behind budget
Proceeds from Disposal of Assets	(75,400)	(99%)	▼	\$	Permanent	The disposal of assets behind budget.
Plant and Equipment	296,302	81%	▲	\$	Permanent	Capital works - Refer to Note 8 Capital details
Financing Activities						
Transfer from Reserves	(43,181)	(12%)	▼	\$	Permanent	Transfer out from Day Care Centre not budgeted for.

SHIRE OF THREE SPRINGS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2022

NOTE 16
BUDGET AMENDMENTS

GL Code	Job #	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		Budget Adoption		Closing Surplus/(Deficit)	\$	\$	\$	\$
							0	0
		Opening surplus adjustment		Opening Surplus(Deficit)			(65,469)	(65,469)
2140205		ADMIN - Recruitment	084/2021	Operating Expenses			(20,000)	(85,469)
2040104		MEMBERS - Training & Development	084/2021	Operating Expenses		5,000		(80,469)
2040109		MEMBERS - Members Travel and Accommodation	084/2021	Operating Expenses		2,000		(78,469)
2040116		MEMBERS - Election Expenses	084/2021	Operating Expenses		7,000		(71,469)
2140204		ADMIN - Training & Development	084/2021	Operating Expenses		6,000		(65,469)
2070721		OTH HEALTH - Information Technology	085/2021	Operating Expenses			(20,000)	(85,469)
2040252		OTH GOV - Other Consultancy	085/2021	Operating Expenses		10,000		(75,469)
2120252		ROADM - Consultants	085/2021	Operating Expenses		10,000		(65,469)
2070721		OTH HEALTH - Information Technology	085/2021	Operating Expenses			(3,844)	(69,313)
3070701		OTH HEALTH - Reimbursements	085/2021	Operating Revenue		3,844		(65,469)
4110370	PC007	Dominican Park	094/2021	Operating Expenses			(35,000)	(100,469)
2120211	KM000	Kerb Maintenance General (Budget Only)	094/2021	Operating Expenses		35,000		(65,469)
2030114		RATES - Debt Collection Expenses	021/2022	Operating Expenses		4,500.00		(60,969)
2030116		RATES - Postage and Freight	021/2022	Operating Expenses			(300.00)	(61,269)
2030199		RATES - Administration Allocated	021/2022	Operating Expenses		81.00		(61,188)
2030120		RATES - Instalment Admin Fee Received	021/2022	Operating Revenue		200.00		(60,988)
3030121		RATES - Account Enquiry Charges	021/2022	Operating Revenue		1,800.00		(59,188)
3030122		RATES - Reimbursement of Debt Collection Costs	021/2022	Operating Revenue			(4,500.00)	(63,688)
3030140		RATES - Ex-Gratia Rates (CBH, etc.)	021/2022	Operating Revenue			(839.00)	(64,527)
3030146		RATES - Instalment Interest Received	021/2022	Operating Revenue		1,200.00		(63,327)
3030147		RATES - Pensioner Deferred Interest Received	021/2022	Operating Revenue			(300.00)	(63,627)
2030212		GEN PUR - Public Relations - Yakabout	021/2022	Operating Expenses		250.00		(63,377)
2030299		GEN PUR - Administration Allocated	021/2022	Operating Expenses		34.00		(63,343)
3030210		GEN PUR - Financial Assistance Grant - General	021/2022	Operating Revenue		50,466.00		(12,877)
3030211		GEN PUR - Financial Assistance Grant - Roads	021/2022	Operating Revenue		74,768.00		61,891
3030224		GEN PUR - Contributions Yakabout	021/2022	Operating Revenue		500.00		62,391
3030246		GEN PUR - Interest Earned - Municipal Funds	021/2022	Operating Revenue			(2,500.00)	59,891
2040104		MEMBERS - Training & Development	021/2022	Operating Expenses		23,000.00		82,891
2040116		MEMBERS - Election Expenses	021/2022	Operating Expenses			(1,541.00)	81,350
2040129		MEMBERS - Donations to Community Groups	021/2022	Operating Expenses		20,000.00		101,350
2040141		MEMBERS - Subscriptions & Publications	021/2022	Operating Expenses		1,000.00		102,350
2040187		MEMBERS - Other Expenses	021/2022	Operating Expenses			(1,000.00)	101,350
2040188	BO4001	Council Chambers - Building Operations	021/2022	Operating Expenses			(316.00)	101,034
2040189	BM4001	Council Chambers - Building Maintenance	021/2022	Operating Expenses		20,253.00		121,287
2040191		MEMBERS - Loss on Disposal of Asset	021/2022	Operating Expenses	(2,312.64)			121,287
2040199		MEMBERS - Administration Allocated	021/2022	Operating Expenses		229.00		121,516
4040130	CA001	New Copier Ricoh Im C6000	021/2022	Capital Expenses		1,285.00		122,801
5040150		MEMBERS - Proceeds on Disposal of Assets	021/2022	Capital Revenue		545.45		123,347
5040151		MEMBERS - Realisation on Disposal of Assets	021/2022	Capital Revenue	(545.45)			123,347
2040206		OTH GOV - Fringe Benefits Fax (FBT)	021/2022	Operating Expenses			(3,000.00)	120,347
2040208		OTH GOV - Other Employee Expenses	021/2022	Operating Expenses			(500.00)	119,847
2040211		OTH GOV - Civic Functions, Refreshments & Receptions	021/2022	Operating Expenses		1,500.00		121,347
2040250		OTH GOV - Consultancy - Statutory	021/2022	Operating Expenses		30,000.00		151,347
2040251		OTH GOV - Consultancy - Strategic	021/2022	Operating Expenses		3,000.00		154,347
2040252		OTH GOV - Other Consultancy	021/2022	Operating Expenses			(38,554.00)	115,793
2040285		OTH GOV - Legal Expenses	021/2022	Operating Expenses		10,000.00		125,793
2040299		OTH GOV - Administration Allocated	021/2022	Operating Expenses		13.00		125,806
3040201		OTH GOV - Reimbursements	021/2022	Operating Revenue			(10,000.00)	115,806
3040235		OTH GOV - Other Income	021/2022	Operating Revenue			(5,000.00)	110,806
2050110		FIRE - Motor Vehicle Expenses	021/2022	Operating Expenses			(25.00)	110,781
2050192		FIRE - Depreciation	021/2022	Operating Expenses	2,262.00			110,781
2050199		FIRE - Administration Allocated	021/2022	Operating Expenses		16.00		110,797
2050215		ANIMAL - Printing and Stationery	021/2022	Operating Expenses			(20.00)	110,777
2050216		ANIMAL - Relief Ranger Services	021/2022	Operating Expenses		2,000.00		112,777
2050289		ANIMAL - Animal Pound Maintenance	021/2022	Operating Expenses		392.00		113,169
2050299		ANIMAL - Administration Allocated	021/2022	Operating Expenses		34.00		113,203
3050220		ANIMAL - Pound Fees	021/2022	Operating Revenue		100.00		113,303
2050311		OLOPS - CCTV Maintenance	021/2022	Operating Expenses		576.00		113,879
2050399		OLOPS - Administration Allocated	021/2022	Operating Expenses		8.00		113,887
2050586		ESL BFB - Plant & Equipment < \$1,200 per item	021/2022	Operating Expenses			(1,086.36)	112,800
2050589	BM5001	Fire Shed New - Lot 24 Franklin Street - Building Maintenance	021/2022	Operating Expenses		4,460.00		117,260
2050590	BO5001	Fire Shed New - Lot 24 Franklin Street - Building Operations	021/2022	Operating Expenses			(1,116.00)	116,144
2050592	W5001	Fire Control Expenses - Three Springs Maintenance	021/2022	Operating Expenses			(4,111.00)	112,033
2050510	ESLI0001	Esl Bfb - Operating Grant Income	021/2022	Operating Revenue		2,187.00		114,220
2070412		HEALTH - Analytical Expenses	021/2022	Operating Expenses			(10.00)	114,210
2070492		HEALTH - Depreciation	021/2022	Operating Expenses	1,896.00			114,210
2070499		HEALTH - Administration Allocated	021/2022	Operating Expenses		10.00		114,220
2070720		OTH HEALTH - Communication Expenses	021/2022	Operating Expenses		200.00		114,420
2070787		OTH HEALTH - Other Expenses	021/2022	Operating Expenses		250.00		114,670
2070788	BO7016	Dental Surgery - New - Building Operations	021/2022	Operating Expenses			(175.00)	114,495
2070789	BM7016	Dental Surgery - New - Building Maintenance	021/2022	Operating Expenses		4,110.00		118,605
2070792		OTH HEALTH - Depreciation	021/2022	Operating Expenses	13,018.00			118,605
2070799		OTH HEALTH - Administration Allocated	021/2022	Operating Expenses		13.00		118,618
2080388	BO028	Early Learning Childhood Centre - 19 Maryhofer Street - Building C	021/2022	Operating Expenses			(2,237.00)	116,381
2080392		FAMILIES - Depreciation	021/2022	Operating Expenses	37,141.00			116,381
2080399		FAMILIES - Administration Allocated	021/2022	Operating Expenses		4.00		116,385
2080792		WELFARE - Depreciation	021/2022	Operating Expenses	3,981.00			116,385
2080799		WELFARE - Administration Allocated	021/2022	Operating Expenses		12.00		116,397
2090188	BO9009	House - (Lot 35) 47 Williamson St - Building Operations	021/2022	Operating Expenses			(3,292.00)	113,105
2090188	BO9061	House - (Lot 67) 19 Gooch St - Building Operations	021/2022	Operating Expenses			(281.00)	112,824
2090188	BO9079	House - (Lot 173) 50 Carter St - Building Operations	021/2022	Operating Expenses			(105.00)	112,719
2090189	BM9000	House - (Lot 10) 41 Slaughter St - Building Maintenance	021/2022	Operating Expenses		2,478.00		115,197
2090189	BM9002	House - (Lot 74) 5 Gooch St - Building Maintenance	021/2022	Operating Expenses		2,223.00		117,420
2090189	BM9004	House - (Lot 30) 3 Howard St - Building Maintenance	021/2022	Operating Expenses			(600.00)	116,820
2090189	BM9006	House - (Lot 58) 44 Williamson St - Building Maintenance	021/2022	Operating Expenses			(17,095.00)	99,725
2090189	BM9007	House - (Lot 29) 5 Howard St - Building Maintenance	021/2022	Operating Expenses		2,683.00		102,408
2090189	BM9009	House - (Lot 35) 47 Williamson St - Building Maintenance	021/2022	Operating Expenses			(2,000.50)	100,408
2090189	BM9011	House - (Lot 157) 65 Carter St - Building Maintenance	021/2022	Operating Expenses			(8,158.00)	92,250
2090189	BM9012	House - (Lot 222) 46 Carter St - Building Maintenance	021/2022	Operating Expenses		2,210.00		94,460
2090189	BM9015	Unit 1 - 66A Williamson St - Building Maintenance	021/2022	Operating Expenses		1,988.00		96,448
2090189	BM9016	Unit 2 - 66B Williamson St - Building Maintenance	021/2022	Operating Expenses		1,608.00		98,056
2090189	BM9056	House - (Lot 217) 89 Williamson St - Building Maintenance	021/2022	Operating Expenses		2,920.00		100,976
2090189	BM9061	House - (Lot 67) 19 Gooch St - Building Maintenance	021/2022	Operating Expenses			(3,239.00)	97,737
2090189	BM9079	House - (Lot 173) 50 Carter St - Building Maintenance	021/2022	Operating Expenses		2,098.00		99,835
2090199		STF HOUSE - Administration Allocated	021/2022	Operating Expenses		32.00		99,867
2090198		STF HOUSE - Staff Housing Costs Recovered	021/2022	Operating Expenses		3,395.00		103,262
2090120		STF HOUSE - Fees & Charges	021/2022	Operating Revenue		8,000.00		111,262
4090110	BC9002	House - (Lot 74) 5 Gooch St - Building (Capital)	021/2022	Capital Expenses		15,501.00		126,763

4090110	BC9009	House - (Lot 35) 47 Williamson St - Building (Capital)	021/2022	Capital Expenses	10,939.00		137,702
4090110	BC9011	House - (Lot 157) 65 Carter St - Building (Capital)	021/2022	Capital Expenses	17,200.00		154,902
4090110	BC9015	Unit 1 - 66A Williamson St - Building (Capital)	021/2022	Capital Expenses	1,000.00		155,902
4090110	BC9061	House - (Lot 67) 19 Gooch St - Building (Capital)	021/2022	Capital Expenses	19,748.00		175,650
4090110	BC9079	House - (Lot 173) 50 Carter St - Building (Capital)	021/2022	Capital Expenses	9,400.00		185,050
2090288	BO9003	House - (Lot 214) 21 Franklin St - Building Operations	021/2022	Operating Expenses		(1,131.00)	183,919
2090288	BO9054	House - (Lot 54) 17 Glyde St (Lgchp) - Jv - Building Operations	021/2022	Operating Expenses	2,080.00		185,999
2090288	BO9081	House - 3 (Lot 30) Howard Place - Dentist Rental - Building Opera	021/2022	Operating Expenses	2,383.00		188,382
2090289	BM9003	House - (Lot 214) 21 Franklin St - Building Maintenance	021/2022	Operating Expenses	1,071.00		189,453
2090289	BM9052	House - (Lot 16) 30 Touche St (Child Care) - Building Maintenance	021/2022	Operating Expenses	187.00		189,640
2090289	BM9053	House - (Lot 223) 2 Maryhofer St (Nmhs) - Building Maintenance	021/2022	Operating Expenses	1,672.00		191,312
2090289	BM9054	House - (Lot 54) 17 Glyde St (Lgchp) - Jv - Building Maintenance	021/2022	Operating Expenses		(4,813.00)	186,499
2090289	BM9055	House - (Lot 60) 5 Glyde St (Lgchp) - Jv - Building Maintenance	021/2022	Operating Expenses		(2,013.00)	184,486
2090289	BM9081	House - 3 (Lot 30) Howard Place - Dentist Rental - Building Mainte	021/2022	Operating Expenses		(813.00)	183,673
2090289	BM9099	House - Other Housing - Building Maintenance	021/2022	Operating Expenses		(200.00)	183,473
2090292		OTH HOUSE - Depreciation	021/2022	Operating Expenses	29,639.00		183,473
2090299		OTH HOUSE - Administration Allocated	021/2022	Operating Expenses		25.00	183,498
3090201		OTH HOUSE - Rental Reimbursements	021/2022	Operating Revenue		(1,500.00)	181,998
3090220		OTH HOUSE - Fees & Charges	021/2022	Operating Revenue		9,000.00	190,998
4090210	BC9003	House - (Lot 214) 21 Franklin St - Building (Capital)	021/2022	Capital Expenses	14,988.00		205,986
4090210	BC9052	House - (Lot 16) 30 Touche St (Child Care) - Building (Capital)	021/2022	Capital Expenses	2,242.00		208,228
4090210	BC9054	House - (Lot 54) 17 Glyde St (Lgchp) - Jv - Building (Capital)	021/2022	Capital Expenses	3,914.00		212,142
2090388	BO90491	Kadathinni Unit 1 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	212,056
2090388	BO90492	Kadathinni Unit 2 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	211,970
2090388	BO90493	Kadathinni Unit 3 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	211,884
2090388	BO90494	Kadathinni Unit 4 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	211,798
2090388	BO90495	Kadathinni Unit 5 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	211,712
2090388	BO90496	Kadathinni Unit 6 - (Lot 235) Carter St - Building Operations	021/2022	Operating Expenses		(86.00)	211,626
2090389	BM9049	Kadathinni Units - Building Maintenance	021/2022	Operating Expenses		(4,000.00)	207,626
2090389	BM90491	Kadathinni Unit 1 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses		(887.50)	206,738
2090389	BM90492	Kadathinni Unit 2 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses	682.50		207,421
2090389	BM90493	Kadathinni Unit 3 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses	522.50		207,943
2090389	BM90494	Kadathinni Unit 4 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses	892.50		208,836
2090389	BM90495	Kadathinni Unit 5 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses		(274.50)	208,561
2090389	BM90496	Kadathinni Unit 6 - (Lot 235) Carter St - Building Maintenance	021/2022	Operating Expenses	695.50		209,257
2090399		COM HOUSE - Administration Allocated	021/2022	Operating Expenses		4.00	209,261
4090310	BC90491	Kadathinni Unit 1 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	1,200.00		210,461
4090310	BC90492	Kadathinni Unit 2 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	1,200.00		211,661
4090310	BC90493	Kadathinni Unit 3 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	5,400.00		217,061
4090310	BC90494	Kadathinni Unit 4 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	5,400.00		222,461
4090310	BC90495	Kadathinni Unit 5 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	7,570.00		230,031
4090310	BC90496	Kadathinni Unit 6 - (Lot 235) Carter St - Building (Capital)	021/2022	Capital Expenses	5,400.00		235,431
2100111		SAN - Waste Collection	021/2022	Operating Expenses		8,918.00	244,349
2100117	W1001	Refuse Site Maintenance	021/2022	Operating Expenses	18,167.00		262,516
2100165	W1024	Waste Oil Facility Maintenance	021/2022	Operating Expenses	285.75		262,802
2100189	BM1009	Recycling Depot - Water Street - Building Maintenance	021/2022	Operating Expenses	773.45		263,575
2100192		SAN - Depreciation	021/2022	Operating Expenses		(2,045.00)	263,575
2100199		SAN - Administration Allocated	021/2022	Operating Expenses		9.00	263,584
2100211		SAN OTH - Waste Collection	021/2022	Operating Expenses	9,000.00		272,584
2100299		SAN OTH - Administration Allocated	021/2022	Operating Expenses		7.00	272,591
3100200		SAN OTH - Commercial Collection Charge	021/2022	Operating Revenue	1,270.00		273,861
2100311	W1002	Sewerage Scheme Maintenance	021/2022	Operating Expenses		(700.00)	273,161
2100399		SEW - Administration Allocated	021/2022	Operating Expenses		2.00	273,163
3100321		SEW - Septic Tank Inspection Fees	021/2022	Operating Revenue		(210.00)	272,953
2100411	W1003	Stormwater Drainage Maintenance	021/2022	Operating Expenses	33,072.00		306,025
2100555		ENVIRON - Contribution to Landcare	021/2022	Operating Expenses		(1,149.00)	304,876
3100500		ENVIRON - Contributions & Donations	021/2022	Operating Revenue	1,149.00		306,025
2100653		PLAN - Scheme Amendments	021/2022	Operating Expenses	2,500.00		308,525
2100699		PLAN - Administration Allocated	021/2022	Operating Expenses		17.00	308,542
2100710		COM AMEN - Motor Vehicle Expenses	021/2022	Operating Expenses		(2,579.00)	305,963
2100711	W1006	Cemetery Maintenance	021/2022	Operating Expenses		(4,871.00)	301,092
2100711	W1008	Arrino Cemetery Maintenance	021/2022	Operating Expenses	13,526.00		314,618
2100788	BO1008	Public Conveniences - Railway Road - Building Operations	021/2022	Operating Expenses		(4,320.00)	310,298
2100789	BM1006	Cemetery Buildings - Building Maintenance	021/2022	Operating Expenses	292.00		310,590
2100789	BM1008	Public Conveniences - Railway Road - Building Maintenance	021/2022	Operating Expenses	2,280.25		312,870
2100789	BM1114	Public Conveniences - Hockey Ground - Building Maintenance	021/2022	Operating Expenses	2,418.00		315,288
2100799		COM AMEN - Administration Allocated	021/2022	Operating Expenses		44.00	315,332
2110165	W1102	Community Hall Maintenance (Works Crew)	021/2022	Operating Expenses		(1,872.00)	313,460
2110165	W1018	Entrance Statement (Town Oval) Maintenance	021/2022	Operating Expenses	2,118.00		315,578
2110188	BO1101	Community Hall - Carter Street - Building Operations	021/2022	Operating Expenses		(5,719.00)	309,859
2110189	BM1101	Community Hall - Carter Street - Building Maintenance	021/2022	Operating Expenses	1,525.00		311,384
2110199		HALLS - Administration Allocated	021/2022	Operating Expenses		17.00	311,401
4110130		HALLS - Plant & Equipment (Capital)	021/2022	Capital Expenses	5,318.00		316,719
2110200		SWIM AREAS - Salaries	021/2022	Operating Expenses	10,177.00		326,896
2110289	BM1104	Swimming Pool - Maryhofer Street - Building Maintenance	021/2022	Operating Expenses	8,884.00		335,780
2110298		SWIM AREAS - Staff Housing Costs Allocated	021/2022	Operating Expenses	2,478.00		338,258
2110299		SWIM AREAS - Administration Allocated	021/2022	Operating Expenses	31.00		338,289
3110220		SWIM AREAS - Admissions	021/2022	Operating Revenue		(3,000.00)	335,289
2110365	W1105	Other Parks & Gardens Maintenance	021/2022	Operating Expenses		(15,092.00)	320,197
2110365	W1120	Centenary Water Feature Maintenance	021/2022	Operating Expenses	5,740.00		325,937
2110365	W210	Jack Thorpe Gardens Maintenance	021/2022	Operating Expenses		(3,373.00)	322,564
2110365	W220	Byrne Park Maintenance	021/2022	Operating Expenses		(5,373.00)	317,191
2110365	W230	Dominican Park Maintenance	021/2022	Operating Expenses		(34,286.00)	282,905
2110365	W260	Maryhofer Park Maintenance	021/2022	Operating Expenses	627.00		283,532
2110365	W290	Federation Park Maintenance	021/2022	Operating Expenses		(5,373.00)	278,159
2110366	W1107	Oval Maintenance	021/2022	Operating Expenses	21,066.00		299,225
2110366	W1113	Hockey Grounds Maintenance	021/2022	Operating Expenses	20,174.00		319,399
2110366	W1132	Basketball Courts Maintenance	021/2022	Operating Expenses	1,698.00		321,097
2110366	W1133	Netball Shed & Courts Maintenance	021/2022	Operating Expenses	1,268.00		322,365
2110367	W1110	Rollerblade Facility Maintenance	021/2022	Operating Expenses	698.00		323,063
2110368	W1134	Main/Railway Road Park And Playground Maintenance	021/2022	Operating Expenses	16,133.00		339,196
2110370		REC - Loan 161 Interest Repayments (SSL)	021/2022	Operating Expenses	83.48		339,280
2110388	BO1103	Pavillion - Oval - Building Operations	021/2022	Operating Expenses		(6,193.00)	333,087
2110388	BO1105	Gym - Slaughter Street - Building Operations	021/2022	Operating Expenses		(8,003.00)	325,084
2110388	BO1111	Pottery Shed - Building Operations	021/2022	Operating Expenses	629.00		325,713
2110388	BO1112	Playground Building - Hockey Ground - Building Operations	021/2022	Operating Expenses	2,133.00		327,846
2110388	BO1113	Hockey Shed - Building Operations	021/2022	Operating Expenses	1,186.00		329,032
2110389	BM1103	Pavillion - Oval - Building Maintenance	021/2022	Operating Expenses	1,526.00		330,558
2110389	BM1105	Gym- Slaughter Street - Building Maintenance	021/2022	Operating Expenses	2,076.00		332,634
2110389	BM1106	Sporting Club - Slaughter Street - Building Maintenance	021/2022	Operating Expenses	11,699.00		344,333
2110389	BM1111	Pottery Shed - Building Maintenance	021/2022	Operating Expenses	2,521.00		346,854
2110389	BM1113	Hockey Shed - Building Maintenance	021/2022	Operating Expenses	1,240.00		348,094
2110389	BM1133	Netball Shed - Oval - Building Maintenance	021/2022	Operating Expenses	238.50		348,332
2110392		REC - Depreciation	021/2022	Operating Expenses		(14,714.00)	348,332
2110399		REC - Administration Allocated	021/2022	Operating Expenses		23.00	348,355
3110310	LRCPI02	Lrcip Dominican Park Income (Phase 2)	021/2022	Operating Revenue	2,000.00		350,355
3110320		REC - Fees & Charges	021/2022	Operating Revenue	7,500.00		357,855
3110336		REC - Loan 161 Interest Received	021/2022	Operating Revenue		(83.48)	357,772
4110310	BC1103	Pavillion - Oval - Building (Capital) (New Gym)	021/2022	Capital Expenses	482.00		358,254
4110310	BC1106	Sporting Club - Slaughter Street - Building (Capital) (Air-Con)	021/2022	Capital Expenses	3,960.00		362,214
4110370	PC005	Skate Park	021/2022	Capital Expenses		(51.00)	362,163
4110370	PC006	Lovelock Soak Plumblings	021/2022	Capital Expenses	32,119.00		394,282

4110370	PC007	Dominican Park	021/2022	Capital Expenses		(15,393.00)	378,889
4110382		REC - Loan 161 Principal Repayments (SSL)	021/2022	Capital Expenses	19,988.20		398,877
5110358		REC - Self Supporting Loan 161 Principal Received	021/2022	Capital Revenue		(19,988.20)	378,889
2110465	W1007	Fm Transmitter Maintenance	021/2022	Operating Expenses		(1,000.00)	377,889
2110488	BO1007	Fm Radio Transmitter Buildings - Nebru Road - Bulding Operation	021/2022	Operating Expenses	939.00		378,828
2110516		LIBRARY - Postage and Freight	021/2022	Operating Expenses		(500.00)	378,328
2110541		LIBRARY - Subscriptions & Memberships	021/2022	Operating Expenses		(500.00)	377,828
2110599		LIBRARY - Administration Allocated	021/2022	Operating Expenses			377,871
2110688	BO1311	Old Nurses Quarter - Thomas Street - Building Operations	021/2022	Operating Expenses	1,921.00		379,792
2110689	BM1311	Old Nurses Quarter - Thomas Street - Building Maintenance	021/2022	Operating Expenses	898.00		380,690
2110689	BM1313	Nurses Quarters Ground Maintenance	021/2022	Operating Expenses	2,548.00		383,238
2110711	EV0005	Nadc National Australia Day Expenditure	021/2022	Operating Expenses		(8,000.00)	375,238
2110725	EV0003	Western Desert Race	021/2022	Operating Expenses	15,659.00		390,897
2110725	EV0004	Christmas Decorations	021/2022	Operating Expenses	1,634.00		392,531
2110765	W1323	Arrino Community Gardens Maintenance	021/2022	Operating Expenses	5,697.00		398,228
2110799		OTH CUL - Administration Allocated	021/2022	Operating Expenses	21.00		398,249
3110710	EV10005	Nadc National Australia Day Income	021/2022	Operating Revenue	8,000.00		406,249
3120114	WABNI002	Wabn Dual Use Path Construction Income 2021-22 Income	021/2022	Operating Revenue		(46,000.00)	360,249
2120231	SWEEP	Street Sweeping/Cleaning	021/2022	Operating Expenses	20,792.00		381,041
2120235		ROADM - Traffic Signs/Equipment (Safety)	021/2022	Operating Expenses	2,000.00		383,041
2120288	BO1230	Shire Depot - Talc Road - Building Operations	021/2022	Operating Expenses		(8,982.00)	374,059
2120289	BM1230	Shire Depot - Talc Road - Building Maintenance	021/2022	Operating Expenses	11,215.00		385,274
2120289	BM1231	Depot Grounds Maintenance	021/2022	Operating Expenses		(22,000.00)	363,274
2120292		ROADM - Depreciation	021/2022	Operating Expenses	(1,517,870.00)		363,274
2120299		ROADM - Administration Allocated	021/2022	Operating Expenses	5.00		363,279
3120230		ROADM - Other Grants - Flood Damage	021/2022	Operating Revenue	13,114.00		376,393
2120380		PLANT - Depreciation	021/2022	Operating Expenses	787,376.00		376,393
2120391		PLANT - Loss on Disposal of Assets	021/2022	Operating Expenses	(2,589.52)		376,393
2120399		PLANT - Administration Allocated	021/2022	Operating Expenses	15.00		376,408
3120390		PLANT - Profit on Disposal of Assets	021/2022	Operating Revenue	(2,010.48)		376,408
4120330	PA5008	New Caterplair Loader	021/2022	Capital Expenses		(5,600.00)	370,808
4120330	PA5020	New Ride On Mower	021/2022	Capital Expenses	3,194.00		374,002
4120330	PA7126	3.6 X 19.20 Hdb Bob Cat Tailer	021/2022	Capital Expenses	5,492.00		379,494
4120330	PA7223	8X5 Hd Tradesman Trailer With Full Length Sheel From The Roof	021/2022	Capital Expenses	6,736.00		386,230
5120350		PLANT - Proceeds on Disposal of Assets	021/2022	Capital Revenue		(4,600.00)	381,630
5120351		PLANT - Realisation on Disposal of Assets	021/2022	Capital Revenue	4,600.00		381,630
5120381		PLANT - Transfers from Reserve	021/2022	Capital Revenue	5,600.00		387,230
2120516		LICENSING - Postage and Freight	021/2022	Operating Expenses		(30.00)	387,200
2120520		LICENSING - Communication Expenses	021/2022	Operating Expenses		(450.00)	386,750
2120599		LICENSING - Administration Allocated	021/2022	Operating Expenses	78.00		386,828
3120502		LICENSING - Transport Licensing Commission	021/2022	Operating Revenue	14,000.00		400,828
2120689	BM1312	Airstrip Shed - Building Maintenance	021/2022	Operating Expenses	2,298.00		403,126
2120699		AERO - Administration Allocated	021/2022	Operating Expenses	8.00		403,134
2130111		RURAL - Noxious Weed Control	021/2022	Operating Expenses	3,629.00		406,763
2130112		RURAL - Vermin Control	021/2022	Operating Expenses		(140.00)	406,623
2130199		RURAL - Administration Allocated	021/2022	Operating Expenses	1.00		406,624
2130265	W270	Information Bay Maintenance Railway Rd (Town)	021/2022	Operating Expenses	6,094.00		412,718
2130265	W1136	Camp (Glyde St) Maintenance	021/2022	Operating Expenses	1,841.25		414,559
2130265	W1310	Information Bay & Arrino Rest Area Maintenance	021/2022	Operating Expenses		(3,749.00)	410,810
2130266	W1032	Caravan Park Maintenance	021/2022	Operating Expenses	6,745.00		417,555
2130266	W1137	Caravan Park (Temporary) Old Drive In Site Maintenance	021/2022	Operating Expenses	359.00		417,914
2130288	BO1303	Tourist Centre - Lot 90 Railway Road - Building Operations	021/2022	Operating Expenses	643.00		418,557
2130289	W1303	Visitor Centre Maintenance	021/2022	Operating Expenses	814.00		419,371
2130292		TOUR - Depreciation	021/2022	Operating Expenses	1,626.00		419,371
2130299		TOUR - Administration Allocated	021/2022	Operating Expenses	64.00		419,435
3130221		TOUR - Caravan Park Fees	021/2022	Operating Revenue		(1,000.00)	418,435
2130352		BUILD - Consultants	021/2022	Operating Expenses	3,000.00		421,435
2130399		BUILD - Administration Allocated	021/2022	Operating Expenses	34.00		421,469
2130699		ECON DEV - Administration Allocated	021/2022	Operating Expenses	46.00		421,515
2130865	W1201	Lovelock Soak Maintenance/Operations	021/2022	Operating Expenses	9,224.00		430,739
2130865	W1202	Glyde Street Standpipe Maintenance/Operations	021/2022	Operating Expenses		(25,316.00)	405,423
2130865	W1203	Arrino Standpipe Maintenance/Operations	021/2022	Operating Expenses	14,084.00		419,507
2130889	BM013	Westrail Building - Railway Road - Building Maintenance	021/2022	Operating Expenses		(6,000.00)	413,507
2130889	BM1021	Duffy'S Store - Railway Road - Building Maintenance	021/2022	Operating Expenses	2,096.00		415,603
2130889	BM1027	Thrift Shop - Maley Street - Building Maintenance	021/2022	Operating Expenses	2,013.00		417,616
2130899		OTH ECON - Administration Allocated	021/2022	Operating Expenses	12.00		417,628
3130821		OTH ECON - Standpipe Income	021/2022	Operating Revenue	20,000.00		437,628
2140187	PW004	Private Works - General	021/2022	Operating Expenses	4,375.00		442,003
2140187	PW005	Private Works - Talc Mine	021/2022	Operating Expenses	4,860.00		446,863
2140199		PRIVATE - Administration Allocated	021/2022	Operating Expenses	1.00		446,864
3140120		PRIVATE - Private Works Income	021/2022	Operating Revenue		(11,000.00)	435,864
2140400		POC - Internal Plant Repairs - Wages & O/Head	021/2022	Operating Expenses	86,608.00		522,472
2140412		POC - Fuels and Oils	021/2022	Operating Expenses		(4,750.00)	517,722
2140492		POC - Depreciation	021/2022	Operating Expenses	(8,805.00)		517,722
2140494		POC - LESS Plant Operation Costs Allocated to Works	021/2022	Operating Expenses		(73,053.00)	444,669
2140203		ADMIN - Uniforms	021/2022	Operating Expenses	3,750.00		448,419
2140210		ADMIN - Motor Vehicle Expenses	021/2022	Operating Expenses		(15,199.00)	433,220
2140216		ADMIN - Postage and Freight	021/2022	Operating Expenses	1,000.00		434,220
2140220		ADMIN - Communication Expenses	021/2022	Operating Expenses	6,000.00		440,220
2140221		ADMIN - Information Technology	021/2022	Operating Expenses		(10,000.00)	430,220
2140230		ADMIN - Insurance Expenses (Other than Bld and W/Comp)	021/2022	Operating Expenses		(3,436.64)	426,784
2140240		ADMIN - Advertising and Promotion	021/2022	Operating Expenses		(7,000.00)	419,784
2140252		ADMIN - Consultants	021/2022	Operating Expenses	50,000.00		469,784
2140288	BO4002	Admin Office - 132 Railway Rd - Building Operations	021/2022	Operating Expenses		(15,707.00)	454,077
2140289	BM4002	Admin Office - 132 Railway Rd - Building Maintenance	021/2022	Operating Expenses		(6,302.00)	447,775
2140292		ADMIN - Depreciation	021/2022	Operating Expenses	19,280.00		447,775
2140298		ADMIN - Admin Staff Housing Costs Allocated	021/2022	Operating Expenses		(7,002.00)	440,773
2140299		ADMIN - Administration Overheads Recovered	021/2022	Operating Expenses		(1,385.00)	439,388
2140304		PWO - Training & Development	021/2022	Operating Expenses		(31,600.00)	407,788
2140307		PWO - Protective Clothing	021/2022	Operating Expenses	9,000.00		416,788
2140308		PWO - Other Employee Expenses	021/2022	Operating Expenses	4,282.00		421,070
2140310		PWO - Motor Vehicle Expenses	021/2022	Operating Expenses	15,682.00		436,762
2140318		PWO - Expendable Tools / Consumables	021/2022	Operating Expenses	12,600.00		449,362
2140323		PWO - Sick Pay	021/2022	Operating Expenses		(9,038.00)	440,324
2140330		PWO - OHS and Toolbox Meetings	021/2022	Operating Expenses		(400.00)	439,924
2140398		PWO - Staff Housing Costs Allocated	021/2022	Operating Expenses	1,129.00		441,053
2140399		PWO - Administration Allocated	021/2022	Operating Expenses	392.00		441,445
2140393		PWO - Less - Allocated to Works (PWO's)	021/2022	Operating Expenses		(2,056.89)	439,388
3140502		SAL - Reimbursement - Parental Leave	021/2022	Operating Revenue	12,641.73		452,029
				(650,073)	1,193,816	(741,787)	452,029

KEY INFORMATION

		Debtors Trial Balance						
		As at 30.06.2022						
Debtor #	Name	Credit Limit	01.04.2022		01.05.2022	31.05.2022	30.06.2022	Total
			GT 90 days	Age	GT 60 days	GT 30 days	Current	
			Of					
			Oldest					
			Invoice					
			(90Days)					
T89			0.00	0	0.00	0.00	160.00	160.00
C108			0.00	0	0.00	0.00	60.29	60.29
C68			0.00	0	0.00	0.00	40.00	40.00
W60			0.00	0	0.00	0.00	99.98	99.98
R31			0.00	0	0.00	0.00	80.00	80.00
C102			4255.22	498	2482.67	0.00	0.00	6737.89
M54			0.00	0	0.00	0.00	140.00	140.00
F29			0.00	0	0.00	0.00	0.00	-160.00
P64			0.00	0	0.00	0.00	0.00	-40.00
C118			0.00	0	0.00	0.00	400.00	400.00
J23			192.22	192	0.00	0.00	0.00	192.22
S7			0.00	0	0.00	0.00	45300.20	45300.20
T52			0.00	0	0.00	0.00	0.00	-147.63
T78			0.00	0	0.00	0.00	192.50	192.50
O17			0.00	0	0.00	0.00	0.00	-480.00
T57			0.00	0	0.00	0.00	40.00	40.00
T8			2174.55	126	0.00	0.00	0.00	2174.55
C117			600.00	111	0.00	0.00	0.00	600.00
W105			0.00	0	0.00	0.00	95.44	95.44
B101			0.00	0	0.00	0.00	0.00	-100.00
L91			0.00	0	0.00	0.00	1871.00	1871.00
H48			0.00	0	0.00	0.00	700.00	700.00
Totals --- Credit Balances:		-927.63	7221.99		2482.67	0.00	49179.41	57956.44

Commonwealth Corporate Charge Card

28 May, 2022 - 28 Jun, 2022

Chief Executive Officer

28/05/2022 - Fuel for OTS	\$	80.56
28/05/2022 - Fuel for OTS	\$	134.25
30/05/2022 - Fuel For OTS	\$	95.60
30/05/2022 - Fuel For OTS	\$	100.18
14/06/2022 - Uniform (CEO)	\$	44.00
	\$	454.59

Deputy Chief Executive Officer

Nil	\$	-
	\$	-
	\$	-

Annual Card Fees	\$	-
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Total Direct Debit Payment made on 01/07/2022	\$	454.59
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Police Licensing

Direct Debits from Trust Account

1st June 2022 to 30 June 2022

CBA Police Licensing Account

Thursday, 2 June 2022	-\$	737.15
Thursday, 2 June 2022	-\$	35.05
Tuesday, 7 June 2022	-\$	1,038.10
Wednesday, 8 June 2022	-\$	74.55
Thursday, 9 June 2022	-\$	244.35
Tuesday, 14 June 2022	-\$	1,412.95
Wednesday, 15 June 2022	-\$	877.65
Thursday, 16 June 2022	-\$	641.25
Wednesday, 22 June 2022	-\$	205.90
Thursday, 23 June 2022	-\$	738.65
Tuesday, 28 June 2022	-\$	705.70
Total Direct Debits	-\$	6,711.30

Bank Fees

Direct Debits from Muni Account

1st June 2022 to 30 June 2022

Total direct debited from Municipal Account	\$	227.24
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Payroll

1st June 2022 to 30 June 2022

Tuesday, 7 June 2022	\$	39,248.35
Tuesday, 21 June 2022	\$	38,620.24
	\$	77,868.59

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SHIRE OF THREE SPRINGS
Statement of Payments for the Month of June 2022

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Cheque /EFT No	Date	Name Invoice Description	INV Amount	Amount
EFT18069	07/06/2022	Synergy Monthly Electricity Account		494.28
EFT18072	02/06/2022	Main Roads Western Australia Return of Funds - Midlands Road Black Spot Project 21114644		23,158.00
EFT18073	09/06/2022	Bob Waddell & Associates Pty Ltd Consultant		2,928.75
EFT18074	09/06/2022	B W McGree Contractor		320.00
EFT18075	09/06/2022	Breeze Connect Pty Ltd Monthly Account		110.18
EFT18076	09/06/2022	Toll Transport Pty Ltd Monthly Account		84.46
EFT18077	09/06/2022	Shire of Carnamah Reimbursement		75.00
EFT18078	09/06/2022	Geraldton Fuel Company Pty Ltd T/as Refuel Australia Monthly Account		1,661.77
EFT18079	09/06/2022	Herring's Coastal Plumbing & Gas Fitting Services Contractor		182.82
EFT18080	09/06/2022	INFINITUM TECHNOLOGIES PTY LTD Contractor		1,818.19
EFT18081	09/06/2022	Landgate Midland Monthly Account		4,706.50
EFT18082	09/06/2022	Officeworks Monthly Account		200.95
EFT18083	09/06/2022	Perfect Computer Solutions Pty Ltd Contractor		382.50
EFT18084	09/06/2022	Ahmed Zaki Faisal Al-Shammari REFUND OF BOND HELD FOR DEVELOPEMENT APPROVAL 39 (L9) S		5,000.00
EFT18085	09/06/2022	Three Springs Sporting Club Electricity for Three Springs Community Gym		1,435.57
EFT18086	09/06/2022	Van't Veer Services Monthly Account		18.60
EFT18087	09/06/2022	Ramandeep Singh Virdi Employee Expense Reimbursement		10.20
EFT18088	09/06/2022	Westrac Pty Ltd Monthly Account		453.75
EFT18089	09/06/2022	WA Treasury Corporation Loan No. 160 Interest payment - Loan 160 Swimmingpool U/G 2		12,178.29
EFT18090	09/06/2022	Wilsons Sign Solutions Monthly Account		66.00
EFT18091	09/06/2022	WA Contract Ranger Services Pty Ltd Contract Ranger Services		467.50
EFT18092	17/06/2022	Australian Taxation Office May 2022 BAS		30,524.00
EFT18093	17/06/2022	Bob Waddell & Associates Pty Ltd Consultant		371.25
EFT18094	17/06/2022	B W McGree Contractor		30.00
EFT18095	17/06/2022	Winc Australia Pty Limited Monthly Account		518.75
EFT18096	17/06/2022	Cleanaway Pty Ltd Monthly Refuse Collection		2,237.40

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EFT18097	17/06/2022	Dormakaba Australia Contractor		550.00
EFT18098	17/06/2022	Brydie Fraser REFUND OF GYM FOB BOND - BRYDIE FRASER		30.00
EFT18099	17/06/2022	IT Vision Australia Pty Ltd Annual Licence Fee 2022-2023		35,228.11
EFT18100	17/06/2022	INFINITUM TECHNOLOGIES PTY LTD Monthly Account		242.00
EFT18101	17/06/2022	Midwest Turf Supplies Contractor		5,668.00
EFT18102	17/06/2022	Officeworks Monthly Account		264.77
EFT18103	17/06/2022	Perfect Computer Solutions Pty Ltd Contractor		212.50
EFT18104	17/06/2022	Dudawa Haulage Contractor		21,120.00
EFT18105	17/06/2022	Christopher Jason Lewis T/as Rainycloud-pictures Contractor		3,500.00
EFT18106	17/06/2022	Ella Smith REFUND OF GYM FOB BOND - ELLA SMITH		30.00
EFT18107	17/06/2022	Denby Smith REFUND OF GYM FOB BOND - DENBY SMITH		30.00
EFT18108	17/06/2022	Three Springs IGA Monthly Account		363.95
EFT18109	17/06/2022	Zed Elect Contractor		714.87
EFT18110	23/06/2022	The Trustee For Burgess Rawson Wa Unit Trust T/as Burgess Rawson Pty Ltd Water Usage		36.03
EFT18111	23/06/2022	Bob Waddell & Associates Pty Ltd Consultant		330.00
EFT18112	23/06/2022	Robert Ross Waddell T/A Bob Waddell Consultant Consultant		1,815.00
EFT18113	23/06/2022	Jennifer Buckeridge REFUND OF GYM FOB BOND - JENNIFER BUCKERIDGE		30.00
EFT18114	23/06/2022	Toll Transport Pty Ltd Monthly Account		25.72
EFT18115	23/06/2022	Shire Of Chapman Valley Planning Services		1,628.00
EFT18116	23/06/2022	Cleanaway Pty Ltd Monthly Refuse Collection		1,455.07
EFT18117	23/06/2022	LGIS Risk Management Regional Risk Co-Ordinator Fee 2021-2022		2,556.66
EFT18118	23/06/2022	Malcolm Elliott Employee Expense Reimbursement		479.76
EFT18119	23/06/2022	Irwin Plumbing Services Contractor		2,961.75
EFT18120	23/06/2022	Leisure Institute of WA Aquatics (LIWA) Staff Training		715.00
EFT18121	23/06/2022	Anthony Manet REFUND OF GYM FOB BOND - ANTHONY MANET		30.00
EFT18122	23/06/2022	Bailey Mutter REFUND OF GYM FOB BOND - BAILEY MUTTER		30.00

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		J M & S Enterprises Pty Ltd T/As RBC Rural		
EFT18123	23/06/2022	Monthly Account		362.01
		Dudawa Haulage		
EFT18124	23/06/2022	Contractor		8,580.00
		Stabilisation Technology Pty Ltd		
EFT18125	23/06/2022	Contractor		5,200.80
		Three Springs Rural Services		
EFT18126	23/06/2022	Monthly Account		1,266.83
		Bradley James Taylor		
EFT18127	23/06/2022	REFUND OF GYM FOB BOND - BRADLEY TAYLOR		30.00
		Zed Elect		
EFT18128	23/06/2022	Contractor		234.41
		BOC Gases		
EFT18129	30/06/2022	Monthly Account		65.06
		Bob Waddell & Associates Pty Ltd		
EFT18130	30/06/2022	Conusltant		206.25
		Toll Transport Pty Ltd		
EFT18131	30/06/2022	Monthly Account		28.09
		Winc Australia Pty Limited		
EFT18132	30/06/2022	Monthly Account		212.87
		The Trustee For Danblue Family Trust T/a Commercial Hotel Three Springs		
EFT18133	30/06/2022	Monthly Account		242.00
		Christopher Shaun Connaughton		
EFT18134	30/06/2022	Councillor Sitting Fees		2,437.50
		Government Of Western Australia - Central Regional TAFE		
EFT18135	30/06/2022	Staff Training		529.52
		Isaac Cahill		
EFT18136	30/06/2022	REFUND OF GYM FOB BOND - ISAAC CAHILL		30.00
		Nadine Eva		
EFT18137	30/06/2022	Councillor Sitting Fees		1,100.00
		Julia Ennor		
EFT18138	30/06/2022	Councillor Sitting Fees		1,100.00
		The Trustee For The S. A. Tunbridge Family Trust T/as Foundation To Finish Constructions		
EFT18139	30/06/2022	Contractor		4,831.20
		Geraldton Fuel Company Pty Ltd T/as Refuel Australia		
EFT18140	30/06/2022	Monthly Account		23,680.19
		Great Blasket Pty Ltd T/A Geraldton Motor Inn		
EFT18141	30/06/2022	Monthly Account		240.00
		Robert James Heal		
EFT18142	30/06/2022	Councillor Sitting Fees		900.00
		INFINITUM TECHNOLOGIES PTY LTD		
EFT18143	30/06/2022	Contractor		313.50
		Jorge El Khouri T/as Khouri Engineering Services		
EFT18144	30/06/2022	Consultant		660.00
		Chris Lane		
EFT18145	30/06/2022	Councillor Sitting Fees		5,250.00
		Jennifer Dorothy Mutter		
EFT18146	30/06/2022	Councillor Sitting Fees		1,100.00
		Midwest Turf Supplies		
EFT18147	30/06/2022	Contractor		3,410.00

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EFT18148	30/06/2022	Zachary Thomas Kennedy Mills Councillor Sitting Fees		700.00
EFT18149	30/06/2022	Perfect Computer Solutions Pty Ltd Contractor		340.00
EFT18150	30/06/2022	Shire of Three Springs REFUND OF INCORRECTLY CHARGED BSL FEE - 11 MIDLANDS ROA		187.33
EFT18151	30/06/2022	The Library Board Of Wa T/a State Library Of Western Australia Monthly Account		33.00
EFT18152	30/06/2022	Sweetman's Ampol Cafe Monthly Account		162.00
EFT18153	30/06/2022	Van't Veer Services Monthly Account		68.00
EFT18154	30/06/2022	WA Contract Ranger Services Pty Ltd Contract Ranger Services		654.50
EFT18155	30/06/2022	Jay Kenneth Skains T/as Western Communications Contractor		340.56
EFT18156	30/06/2022	David Whait Employee Expense Reimbursement Claim		96.95
EFT18157	30/06/2022	Zed Elect Contractor		1,948.36
DD13851.1	02/06/2022	Synergy Monthly Account		2,712.27
DD13868.1	07/06/2022	Telstra Monthly Account		1,340.90
DD13893.1	14/06/2022	Synergy Monthly Account		88.38
DD13900.1	07/06/2022	The Trustee For Aware Super T/a Aware Super Pty Ltd Payroll deductions		4,944.75
DD13900.2	07/06/2022	ANZ Smart Choice Super Superannuation contributions		261.79
DD13900.3	07/06/2022	Retail Employees Superannuation Pty Ltd (REST) Superannuation contributions		227.41
DD13900.4	07/06/2022	Cbus Super Superannuation contributions		222.89
DD13900.5	07/06/2022	Amp Limited Superannuation contributions		65.59
DD13900.6	07/06/2022	Australian Super Superannuation contributions		668.67
DD13901.1	22/06/2022	Synergy Monthly Account		2,299.23
DD13902.1	01/06/2022	Exetel Pty Ltd Monthly Account		425.00
DD13903.1	17/06/2022	Synergy Monthly Account		9,936.16
DD13904.1	24/06/2022	Telstra Monthly Account		492.56
DD13913.1	02/06/2022	Department Of Transport - Daily Licensing POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 31/05/2022		737.15
DD13914.1	02/06/2022	Department Of Transport - Daily Licensing POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 02/06/2022		35.05
DD13917.1	07/06/2022	Department Of Transport - Daily Licensing POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 07/06/2022		1,038.10

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Cheque /EFT No	Date	Name Invoice Description	INV Amount	Amount
		Water Corporation		
DD13925.1	27/06/2022	Water Use and Service Charge Account		8,084.86
		Department Of Transport - Daily Licensing		
DD13926.1	09/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 09/06/2022		244.35
		Telstra		
DD13927.1	30/06/2022	Monthly Account		25.00
		Water Corporation		
DD13928.1	29/06/2022	Water Use and Service Charge Account		3,448.74
		Department Of Transport - Daily Licensing		
DD13929.1	08/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 08/06/2022		74.55
		Water Corporation		
DD13930.1	30/06/2022	Water Use and Service Charge Account		9,912.20
		Department Of Transport - Daily Licensing		
DD13945.1	15/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 15/06/2022		877.65
		Department Of Transport - Daily Licensing		
DD13946.1	14/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 14/06/2022		1,412.95
		The Trustee For Aware Super T/a Aware Super Pty Ltd		
DD13950.1	21/06/2022	Payroll deductions		4,933.78
		ANZ Smart Choice Super		
DD13950.2	21/06/2022	Superannuation contributions		261.79
		Retail Employees Superannuation Pty Ltd (REST)		
DD13950.3	21/06/2022	Superannuation contributions		227.41
		Cbus Super		
DD13950.4	21/06/2022	Superannuation contributions		190.63
		Australian Super		
DD13950.5	21/06/2022	Superannuation contributions		615.72
		Amp Limited		
DD13950.6	21/06/2022	Superannuation contributions		105.81
		Department Of Transport - Daily Licensing		
DD13952.1	16/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 16/06/2022		641.25
		Department Of Transport - Daily Licensing		
DD13959.1	23/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 23/06/2022		738.65
		Department Of Transport - Daily Licensing		
DD13960.1	22/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 22.06.2022		205.90
		Department Of Transport - Daily Licensing		
DD13973.1	28/06/2022	POLICE LICENSING DIRECT DEBIT PAYMENTS FOR 28/06/2022		705.70
		Water Corporation		
DD14013.1	27/06/2022	Water Usage Charges		1,162.60

REPORT TOTALS

Bank Code	Bank Name	TOTAL
CBA-LIC	POLICE LICENSING BANK ACCOUNT - CB	6,711.30
CBA-MUNI	MUNICIPAL BANK ACCOUNT - CBA	288,676.97
TOTAL		295,388.27