



Executive Directorate

APPENDICES

Item 12.1.1

ORDINARY COUNCIL MEETING

To Be Held

Wednesday, 28th of September 2022
Commencing at 5.00pm

At

Shire of Dardanup
ADMINISTRATION CENTRE EATON
1 Council Drive – EATON

This document is available in alternative formats such as:

- ~ Large Print
- ~ Electronic Format [disk or emailed]
Upon request

RISK ASSESSMENT TOOL

OVERALL RISK EVENT: South West Development Commission Grant – Hydrogen Feasibility and Business Case

RISK THEME PROFILE:

15 - Supplier and Contract Management

RISK ASSESSMENT CONTEXT: Project

CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Risk may be associated with the Consultant costs to undertake the Study being more than expected. This is addressed by clarifying the budget as part of the procurement process.	Minor (2)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	There is minimal reputational risk associated with Council accepting the grant.	Minor (2)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.



Department of
**Primary Industries and
Regional Development**



2022

STATE OF WESTERN AUSTRALIA

via the SOUTH WEST DEVELOPMENT COMMISSION

-and-

SHIRE OF DARDANUP

AS NAMED IN ITEM 1(a) OF THE SCHEDULE

GRANT AGREEMENT

HYDROGEN FEASIBILITY STUDY

Table of Contents

RECITALS	3
OPERATIVE PART	3
1. DEFINITIONS AND INTERPRETATION	3
2. GRANT	7
3. OBLIGATIONS OF GRANTEE	7
4. REPAYMENT AND RETENTION OF GRANT FUNDS	10
5. LIMITATION OF LIABILITY	10
6. INSURANCE AND INDEMNITY	10
7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006	11
8. NOTICES	11
9. DEFAULT AND TERMINATION	11
10. GOODS AND SERVICES TAX (GST)	12
11. WAIVER	13
12. NO ONGOING COMMITMENT	13
13. ENTIRE AGREEMENT	14
14. ASSIGNMENT	14
15. VARIATION	14
16. INTELLECTUAL PROPERTY	14
17. GOVERNING LAW	14
18. ACCESS TO LAND	14
19. AGREEMENT BETWEEN THE GRANTEE AND A THIRD PARTY	14
20. STATE MAY ACT	15
21. TERM OF AGREEMENT	15
22. TRUSTS	15
23. SCHEDULE	16
SCHEDULE	17
1. GRANTEE AND RDC DETAILS	17
2. GRANT	17
3. DETAILED DESCRIPTION OF PROJECT	17
4. MANNER IN WHICH THE GRANT IS TO BE PAID	19
5. SPECIAL CONDITIONS OF GRANT	20

BETWEEN:

THE STATE OF WESTERN AUSTRALIA via the Department of Primary Industries and Regional Development, acting through the **SOUTH WEST DEVELOPMENT COMMISSION** established under Part 2 of the Regional Development Commissions Act 1993 (as described in the Schedule) ("State")

-and-

The person or entity named in item 1(a) of the Schedule ("Grantee")

RECITALS

- A. The State is making and the Grantee is accepting a grant of money for the latter to deliver the Project in accordance with the provisions outlined in the Schedule.
- B. The Grant is made subject to terms, conditions and warranties set out in this Agreement

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless repugnant to the context:

Agreement means this agreement, including its recitals and any schedules or annexures (if any).

Acquittal Report means the report described as such in the Schedule.

Acquittal Reporting Date means the date when the Acquittal Report must be given to the State, as per the Schedule.

Application means the original grant application.

Approved Budget means the budget approved by the State and attached to this Agreement as attachment A.

Approved Purpose means the purpose or purposes set out in item 2 of Schedule 1.

Auditor means the Auditor General or a person who is independent of, and not related in any way to, the Grantee and is a member of CPA Australia, the Institute of Public Accountants in Australia or the Institute of Chartered Accountants in Australia.

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

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

Commencement Date means the execution date of this Agreement.

Date for Project Completion means the date by which the Recipient must complete the Project as set out in this Agreement.

Dispose includes transfer, agree to transfer, lease, agree to lease or otherwise part with possession.

End Date means the date when this Agreement ends.

Event of Default means an event of default described in clause 9.1.

[Appendix ORD: 12.1.1B]

Grant means the grant described in clause in the Schedule.

Insolvency Event means the happening of any of the following events:

- (a) An order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) Except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgement or order for the payment of money or the recovery of any property; or
- (g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or

- (h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event;
- (i) a person dies, ceases to be of full legal capacity or otherwise become incapable of managing its own affairs for any reason; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth;
- (b) Authorisations;
- (c) rules and principles of the common law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the ASX listing rules.

Leveraged Funding is the additional cash funding obtained for the Project from other sources.

Obligation means obligation under this Agreement.

Party means each of the State or the Grantee as the context requires and **Parties** means both of them.

Project means the initiative or activities funded for the Purpose described in the Schedule.

Property means the property purchased with the Grant. Such property may, or may not, be described in the Schedule.

Purpose means the purpose of carrying out the Project.

Region means the region, as defined in the Regional Development Commissions Act 1993.

Special Conditions means any conditions specified as such in the Schedule.

Warranty means any express or implied warranty.

INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them but nothing herein is taken to mean that part performance of an obligation amounts to full performance thereof;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (e) if the Grantee consists of a partnership or joint venture, then:
 - (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
 - (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
 - (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
 - (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the State or the Grantee;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
- (i) headings are included for convenience and do not affect the interpretation of this Agreement;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage the State or the Grantee on the basis that it was responsible for preparing this Agreement;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;

- (m) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (o) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (q) where the time for performing an obligation or exercising a right is expressed by reference to a period of one or more months before or after a specified date (the reference date) that time period will be determined by calculating the number of months specified from the reference date, with the period expiring on the date which is the equivalent date to the reference date, or if there is no such date in the final month, the last day of that final month.
- (r) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (s) a reference to a monetary amount means that amount in Australian currency.

2. GRANT

- (a) The State shall make a grant to the Grantee as described in item 2 of the Schedule to deliver the Project in accordance with this Agreement including the Schedule.

3. OBLIGATIONS OF GRANTEE

3.1 Use of Grant Payment

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds by the Date for Project Completion.
- (b) The Grantee will carry out all their responsibilities for the Project and fulfil its Obligations to a high standard in a competent, diligent, satisfactory and professional manner. In carrying out the Project, the Grantee must comply with and meet all milestones as outlined in the Schedule including completing the Project by the Date for Project Completion.
- (c) Any interest earned on the Grant must be used for the purposes of the Project, or returned to the State.
- (d) Payment of the Grant to the Grantee shall be subject to:
 - (i) the financial and in-kind contributions being provided by the Grantee and/or others as specified in the Schedule;
 - (ii) milestones and reporting requirements under the Schedule having been met;

- (iii) the reporting requirements under the Schedule having been met;
 - (iv) any Special Conditions having been met; and
 - (v) the Grantee not being, in the opinion of the State, in breach of any of the term and conditions.
- (e) Where the Grantee purchases equipment with the Grant, such equipment must not be disposed of within three (3) years of the End Date without the written consent of the State.
- (f) The Grantee must keep the Property in good, clean, tidy and secure order, state, repair and condition.

3.2 No Changes

The Grantee must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the State, which consent may be withheld in the State's absolute discretion.

3.3 No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the State of any goods or services provided by the Grantee.

3.4 Acknowledgement of the State

- (a) The Grantee will provide the State with public recognition on all literature and promotional material for the Project, in the format approved of by the State.
- (b) Use of the State Government of Western Australia logo must first be authorised by the State.
- (c) The Grantee will liaise with the State in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged. Similarly, any request for a representative of the State to formally participate in the event must be approved by the State in a timely manner prior to the event.

3.5 Access to Information

- (a) If the State requires from the Grantee information or documentation relating in any way to this Agreement, the Grant, or the Property, the Grantee must promptly oblige. All information and documentation so provided hereunder must be accurate, complete, up-to-date and in no way misleading or deceptive.
- (b) In this clause 3.5 "information" includes explanation or clarification.
- (c) This clause survives the termination of this Agreement.

3.6 Accounts and Reporting

The Grantee must keep accurate, complete and up-to-date written records of all expenditure made, income received (including other grants) and liabilities incurred (including loans incurred) in respect of this Agreement or the Property. Such records must be made available to the State upon request.

- (a) If the Grant (excluding GST) exceeds \$50,000:
 - (i) within twelve (12) weeks of the End Date the Grantee must provide to the State a financial statement of income and

expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and certified by an Auditor and include details of how the Grant was expended. The relevant audit must be completed to Australian Auditing Standards.

- (ii) within twelve (12) weeks of the End Date the Grantee must provide to the State an acquittal report as per the Schedule, signed by the Chief Executive Officer of the Grantee or equivalent showing how and to what extent the Grant was spent and the extent to which outcomes were achieved.
- (b) If the Grant (excluding GST) is \$50,000 or less:
 - (i) within twelve (12) weeks of the End Date, the Grantee must provide to the State an acquittal report as per the Schedule, signed by the Chief Executive Officer of the Grantee or equivalent showing how and to what extent the Grant was spent and the extent to which outcomes were achieved.
 - (ii) The State reserves the right to request an audited financial statement for the Project to be certified by an Auditor appointed by the State, costs to be borne by the Grantee
- (c) The Grantee acknowledges that submitting the Acquittal Report, referred to in the Schedule does not mean “acceptance” by the State of the said Acquittal Report. The State reserves its right to evaluate the Acquittal Report to determine whether or not it is satisfied with the contents reported therein.
- (d) This clause survives the termination of this Agreement.

3.7 Special Conditions of Grant

The Grantee agrees to be bound by and comply with the Special Conditions.

3.8 Warranties

- (a) The Grantee warrants that there is no legal or other impediment preventing it from entering into or performing this Agreement. Without limitation to the previous sentence, the Grantee warrants that its constituent documents allow it to enter into and perform this Agreement.
- (b) The Grantee warrants that every statement or representation made or given by or on behalf of it (in connection with this Agreement, the Grant or the Property) is true and correct in all material respects.
- (c) Every Warranty made under or by virtue of this Agreement is repeated regularly during the period of this Agreement.

3.9 Negation of Employment, Partnership and Agency

- (a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or as otherwise able to bind or represent the State.
- (b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State, or have any power or authority to bind or represent the State.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee must repay to the State within forty (40) Business Days any and all part/s of the Grant that the State has paid which are not used in accordance with this Agreement or that remain unspent at the End Date unless there has been prior written agreement between the parties stating otherwise.

5. LIMITATION OF LIABILITY

- (a) The State does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.
- (b) If the Grant (and any interest which accrues on the Grant) is insufficient for the Grantee to properly fulfil all of its Obligations, then the Grantee must still fulfil its Obligations at its own cost.

6. INSURANCE AND INDEMNITY

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the State, the Grantee must provide any of the following:

- (i) a written statement of the applicable insurance cover held by the Grantee; or
- (ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The State reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the State's choice. The Grantee must provide any information requested by the State's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the State in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, its Minister, officers, employees and agents arising from or in connection with:
 - (i) any breach by the Grantee of an obligation under this Agreement;
 - (ii) any act or omission of the Grantee or its employees, contractors (at any tier), officers or agents in connection with this Agreement or a matter contemplated by it;

- (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, contractors (at any tier), officers or agents; or
 - (iv) the Project.
- (c) The indemnity in this clause survives expiration or termination of this Agreement.

7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the State may publicly disclose information in relation to this Agreement, including its terms and the details of the Grantee. This could result in requests for more detail to be released publicly.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records, documents and information concerning this Agreement.

8. NOTICES

Any direction, requirement, request, consent, notification, notice or other communication that may or must be given under this Agreement to be valid and effective:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in the Schedule; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in the Schedule; or
 - (iii) transmitted by email to the email address of the Party receiving the notice as set out in the Schedule
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
 - (iv) in the case of email, at the time of transmission
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

9. DEFAULT AND TERMINATION

9.1 Event of Default by the Grantee

An Event of Default occurs if:

- (a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee (except to the extent the right to terminate is stayed by sections 415D, 434J or 451E of the Corporations Act (C'th);
- (b) the Grantee ceases to carry on business in Western Australia;
- (c) the Grantee repudiates this Agreement
- (d) (subject to paragraph (c) above) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the State;
- (e) the Grantee fails to submit an Acquittal Report by the Acquittal Reporting Date; or
- (f) the State is of the opinion that the Grantee is unwilling or will be unable to comply with its obligations under this Agreement.

9.2 Effect of Event of Default

If an Event of Default occurs, the State may do one, some or all of the following:

- (a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or
- (b) suspend payment of the Grant until the Event of Default is remedied; and
- (c) request that the Grantee reimburse the State within forty (40) Business Days for any Grant that were not used exclusively for the Project in accordance with the Application, Approved Budget and this Agreement, in which case the Grantee must immediately comply.

9.3 Recommencement of Grant Funds Payment

The State may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

9.4 Acquittal

- (a) Unless earlier terminated, this Agreement will terminate upon submission and acceptance of the Acquittal Report.
- (b) Should the Grantee be unable to properly use the Grant in accordance with this Agreement, the Grantee will advise the State as soon as it becomes aware of this and the State may require that any unused portion of Grant be returned within forty (40) Business Days. The Grantee must then comply with any such requirement.

10. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of this Agreement:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;

- (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant shall be exclusive of GST.
- (c) The obligation of the State to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the State of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) The State through its internal process may raise a recipient-created tax invoice (RCTI) for the Grant amount identified in this Schedule. The terms of the RCTI are governed by the following:
 - (i) The Grantee warrants that it has an Australian Business Number.
 - (ii) The Grantee will immediately notify the State in writing of any change to the Grantee’s registration.
 - (iii) The State warrants that it is registered for GST.
 - (iv) If any supply is made by the Grantee after the date of this Agreement in connection with the Grant, the State may issue a RCTI in respect of the supply and the Grantee will not issue a tax invoice in respect of that supply.
 - (v) The Grantee and the State may agree that the provisions of the agreement to use recipient-created tax invoices will not apply in respect of a particular supply, in which case the Recipient will issue a tax invoice in respect of that supply.
 - (vi) The State or the Grantee may terminate agreement to use RCTIs at any time by giving written notice to the other Party.

Unregistered grant applicants must provide a tax invoice for the amount of the grant inclusive of all project costs.

In this Agreement the terms “supply”, “registered”, “tax invoice”, “recipient-created tax invoice” and “GST” have the same meaning as in the GST Act and “GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999*.

11. WAIVER

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

12. NO ONGOING COMMITMENT

- (a) The State makes no commitment to funding the Project except to the extent specified in this Agreement.

- (a) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the State will not be obliged to provide additional funds.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

14. ASSIGNMENT

- (a) This Agreement is personal to the Grantee and may not be assigned or novated by the Grantee without the State's consent, which may be withheld at the State's discretion. The State may assign or transfer its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned or transferred this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the State, to transfer, directly or indirectly, the management or control of the Grantee.

15. VARIATION

- (a) Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.
- (b) Any extensions and/or variations are to be requested and approved in writing prior to the completion date.

16. INTELLECTUAL PROPERTY

All Intellectual property resulting from the Project shall be the property of the Grantee. Unless otherwise specified in the Schedule and subject to any confidentiality obligations, the Grantee must hereby grant the State a non-exclusive, unrestricted, royalty-free and perpetual licence to use, copy, distribute, reproduce and publish any reports (and/or variations of the reports) and any such reports in respect, or on account of the Project or this Agreement, in any medium, throughout the world.

17. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The State and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

18. ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Grantee, the Grantee must obtain and have in place the written consent of the person owning or leasing that land to undertake the Project on that land.

19. AGREEMENT BETWEEN THE GRANTEE AND A THIRD PARTY

If the Grantee enters into an agreement with any other party relating in any way to either or both of this Agreement and the Grant (Third Party

Agreement), including a Third Party Agreement with a party to deliver or fulfil any of the Grantee's Obligations or to provide services to the Grantee to assist or enable it to fulfil its Obligations, the Grantee must ensure that the other party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Grantee properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and
- (b) agrees to the Grantee providing the State with any documents that the other party provides to the Grantee and to the State attending any meetings it has with the Grantee if the State wishes to obtain copies of such documents or attend such meetings.

20. STATE MAY ACT

If the Grantee fails or refuses to perform an obligation under its part under this Agreement or otherwise breaches this Agreement, the State itself may do all that is necessary to ensure the fulfilment of that obligation, or the rectification of the breach (as the case may be), and the cost to the State in doing so shall be a debt payable to the State by the Grantee on demand.

21. TERM OF AGREEMENT

All clauses apply from the date of this Agreement's execution to the later of when the Grantee lawfully (and in accordance with this Agreement) disposes of the Property to a third party or the time the Grantee has properly complied with its Obligations. The previous sentence is subject to those provisions of this Agreement that expressly or impliedly survive expiration of this Agreement.

22. TRUSTS

If the Grantee is a trustee of a trust (**Trust**):

- (a) the Grantee enters into and is bound by this Agreement both in its personal capacity and in its capacity as trustee of the Trust; and
- (b) the Grantee represents and warrants to the State that, in respect of the Trust:
 - (i) it is the sole trustee of the Trust;
 - (ii) it is a validly appointed trustee of the trust and no action is proposed to remove it as trustee of the Trust;
 - (iii) there has not been any contravention of or non-compliance with any of the terms of the trust deed constituting the Trust;
 - (iv) it has a right of indemnity out of the assets of the Trust for all liabilities incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right; and
 - (v) this Agreement does not conflict with the operation or terms of the Trust or the trust deed;

- (vi) it has full and valid power and authority under the Trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement (including all proper authorisations and consents);
- (vii) it enters into this Agreement and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
- (viii) it will not, without the State's consent (not to be unreasonably withheld or delayed), resign, allow the appointment of a substitute or additional trustee, terminate the trust or vary the terms of the Trust or resettle the Trust.

23. SCHEDULE

All provisions expressed or implied in the Schedule are provisions of this Agreement and must be complied with in accordance with their expressed and implied terms.

SCHEDULE

1. GRANTEE AND RDC DETAILS

(a) Grantee:

Shire of Dardanup (ABN 57 305 829 653) of 1 Council Drive, Eaton WA 6232

(b) RDC:

South West Development Commission

(c) Contact persons and addresses for notices:

The State

Project Contact	
Name:	Matt Beahan
Job Title:	Senior Regional Development Officer
Phone:	+61 (0)407 628 976
Email:	matt.beahan@swdc.wa.gov.au
Grant Contact	
Name:	Tonia Home
Job Title:	Regional Development Officer
Phone:	08 9792 2000
Email:	grantscoordinator@swdc.wa.gov.au
Postal Address:	PO Box 2000, Bunbury WA 6230
Street Address:	Level 9, 61 Victoria Street, Bunbury WA 6230

The Grantee

Name:	Andre Schonfeldt
Job Title:	Chief Executive Officer
Phone:	0427 930 524
Email:	ceo@dardanup.wa.gov.au
Postal Address:	1 Council Drive, Eaton WA 6232
Street Address:	1 Council Drive, Eaton WA 6232

2. GRANT

\$40,000 (Ex GST)

3. DETAILED DESCRIPTION OF PROJECT

3.1 Project Purpose

The funding is provided for *Hydrogen Feasibility Study* for the term of this Agreement.

3.2 *Approved Project Description:*

A Hydrogen feasibility study and roadmap which will evaluate the technical and commercial feasibility of a range of potential hydrogen applications within the Shire of Dardanup, together with a forward looking roadmap which will align with the Vision 2050 and inform the Shire Portfolio of Strategic Projects.

3.3 *Approved Project Outcomes:*

Strategic Objective	Measure/s (how will the outcomes be calculated)	Outcome/s (what are the quantifiable benefits)
Creating fulfilling and sustainable jobs	# of people employed during and/or after project	<ul style="list-style-type: none"> Engagement of one consultant to prepare the Hydrogen Feasibility Study
Supporting infrastructure development	Concepts for enhanced Shire Depot and Operations and Bunbury Outer Ring Road	<ul style="list-style-type: none"> Produce a Hydrogen Feasibility Study and Roadmap that develops a concept illustrating infrastructure development including <ul style="list-style-type: none"> The Shire of Dardanup operations and depot, Bunbury Outer Ring Road transport applications and any other opportunities High level cost estimate and business case for Hydrogen and renewable applications HSSE studies in design and identify permitting requirements Identification of critical project and operational capabilities
Increasing participation, workforce skills and/or capacity building	Interactions with Stakeholders and Partners to enhance awareness and understanding of hydrogen	<ul style="list-style-type: none"> Produce a Hydrogen Feasibility Study that includes engagements with stakeholders and partners
Enabling Aboriginal economic development	Opportunities for Aboriginal economic development identified	<ul style="list-style-type: none"> Produce a Hydrogen Feasibility Study that identifies opportunities for Aboriginal economic development including employment in construction and operational phases of the project
Supporting thriving,	Visualisations of the project	<ul style="list-style-type: none"> Produce a Hydrogen

[Appendix ORD: 12.1.1B]

diverse and creative communities		Feasibility Study that develops digital visualisations, fly-through and virtual reality experiences to illustrate the concept and build capacity and awareness of hydrogen within the community
----------------------------------	--	---

3.4 Project Timeframe

The Grantee agrees to commence the Project within six (6) months after execution of this Agreement and to acquit the Project within twelve (12) weeks after the Date for Project Completion noted in the table below.

Main Activities / Milestone	Milestone Date	Payment (Ex GST)
Execution of this Agreement	June 2022	\$40,000
Procurement	30 August 2022	
Advise SWDC of Consultant Appointment	30 October 2022	
Project Planning and Setup and on site information gathering	30 November 2022	
Concept Design and Development	31 March 2022	
Roadmap Development	30 April 2023	
Advise SWDC of Full Study and Business Case completion	30 June 2023	
Acquittal report submitted	31 January 2023	
Total:		\$40,000 (Ex GST)

3.5 Project Budget

The Grant will be expended in accordance with the following Approved Budget:

Item of Expenditure	Budget (\$)	Source of Funds
Consultant Appointment	\$50,000	\$40,000 SWDC \$10,000 Own Organisation
Total Budget	\$50,000	

4. MANNER IN WHICH THE GRANT IS TO BE PAID

After this Agreement has been executed by both Parties, the State will authorise the payment of the Grant to the Grantee in the manner described in this Schedule.

The Grant will be made available as a conditional grant specifically for the delivery of the Project outlined in this Schedule.

The Grantee will forward an invoice to the State for the amount of the Grant outlined in this Schedule. The payment will be processed by the State and electronically transferred to the Grantee.

5. SPECIAL CONDITIONS OF GRANT

5.1 Leveraged Funding

- (a) The Grantee shall secure the Leveraged Funding as follows:

Source of Leveraged Funding	Amount (\$)
Own organisation	\$10,000

- (b) Despite anything expressed or implied to the contrary in this Agreement, before the Grantee is entitled to any payment under this Agreement, it has to prove to the State that it has secured the Leveraged Funding, which is to be applied to the Project. For any shortfall in that Leveraged Funding which the Grantee must secure, the State may reduce the amount it is to pay the Grantee under this Agreement by the amount of such shortfall.
- (c) The Grantee must apply the Leveraged Funding to the Project.

5.2 Grantee Obligations

- (a) Prior to the release of funding the Grantee agrees to:

5.3 Disability Access and Inclusion Plan

If this Agreement involves the supply of services to the public, then the Grantee will:

- (a) to the extent practicable, implement the State 'Disability Access and Inclusion Plan' prepared under the Disability Services Act 1993; and
- (b) complete the questions relating to the Grantee's implementation of the State 'Disability Access and Inclusion Plan' in the planning or delivery of the program, project or event. These questions are set out below and need to be completed as part of your Acquittal Report.

DAIP OUTCOME:	ACTIVITIES	
All people have the same opportunities to access services and events.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
All people have the same opportunities to access buildings and other facilities.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
All people receive information in a format that will enable them to access information readily.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

All people receive the same level and quality of service.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
All people have the same opportunities to make complaints.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
All people have the same opportunities to participate in any public consultation.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5.4 *Local products and services*

The Grantee agrees to use products and services from the SOUTH WEST REGION for the Project wherever reasonably practicable using an open and competitive process to the satisfaction of the State.

5.5 *Purchase, construction or renovation of real property*

Where the Grantee purchases, constructs or renovates real estate (including building, land and associated infrastructure) with the Grant, the Grantee may not dispose of or encumber the Property (within 5 years) without the State's prior written consent which may be given conditionally. Any condition if imposed by the State hereby becomes a term of this Agreement and consequently must be complied with.

5.6 *Refund for rebates or headworks*

- (a) If subsequent to the signing of this Agreement the Grantee under another agreement becomes entitled to receive a rebate for other financial assistance or headworks for which the Grant has been approved and paid, the Grantee agrees to refund to the State the amount of the rebate or the amount of financial assistance provided under that other agreement.
- (b) Following on from above, in the event that the Grant has not been paid prior to the Grantee becoming eligible to receive a rebate or other financial assistance, the Grantee agrees that the Grant will be reduced by the amount of the rebate or other financial assistance received, or to be received, by the Grantee.

EXECUTION OF THIS AGREEMENT

EXECUTED by the Parties as an Agreement.

Signed for and on behalf of the **State**)
of Western Australia by a duly)
authorised officer of the Department)
of Primary Industries and Regional)
Development (ABN 18 951 343 745))
in the presence of:)

Home

Signature of witness

Tonia Home

Full name of witness (print)

Andrew McRobert

Andrew McRobert (Jun 14, 2022 12:50:48 AEST)

Signature of Director

ANDREW MCROBERT

Director Business and Industry

Date: Jun 14, 2022

Signed by the Chief Executive Officer)
of the **South West Development**)
Commission in the presence of:)

Home

Signature of witness

Tonia Home

Full name of witness (print)

Mellisa TeeDe

Mellisa TeeDe (Jun 16, 2022 17:44 GMT+8)

Signature of CEO

MELLISA TEEDE

Date: Jun 16, 2022

[Appendix ORD: 12.1.1B]

Executed by a duly authorised)
officer of the **Shire of Dardanup**)
(ABN 57 305 829 653))



Signature of witness

Madeline Darch

Full name of witness (print)

14.06.2022

Date



Signature of Chief Executive Officer

Andre Schonfeldt

Full name of CEO (print)

14.6.2022

Date











Grant Agreement_Hydrogen Feasibility Study_Signed

Final Audit Report

2022-06-16

Created:	2022-06-14
By:	Tonia Home (tonia.home@swdc.wa.gov.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGQfeoH05SARAF5AJT0Fh2rYKgG0zu8ZD

"Grant Agreement_Hydrogen Feasibility Study_Signed" History

-  Document created by Tonia Home (tonia.home@swdc.wa.gov.au)
2022-06-14 - 6:57:45 AM GMT
-  Document emailed to Andrew McRobert (andrew.mcrobert@swdc.wa.gov.au) for signature
2022-06-14 - 6:59:54 AM GMT
-  Email viewed by Andrew McRobert (andrew.mcrobert@swdc.wa.gov.au)
2022-06-14 - 7:26:50 AM GMT
-  Document e-signed by Andrew McRobert (andrew.mcrobert@swdc.wa.gov.au)
Signature Date: 2022-06-14 - 7:30:09 AM GMT - Time Source: server
-  Document emailed to Mellisa Teede (mellisa.teede@swdc.wa.gov.au) for signature
2022-06-14 - 7:30:12 AM GMT
-  Email viewed by Mellisa Teede (mellisa.teede@swdc.wa.gov.au)
2022-06-14 - 8:15:38 AM GMT
-  Email viewed by Mellisa Teede (mellisa.teede@swdc.wa.gov.au)
2022-06-16 - 9:44:06 AM GMT- IP address: 103.204.117.10
-  Document e-signed by Mellisa Teede (mellisa.teede@swdc.wa.gov.au)
Signature Date: 2022-06-16 - 9:44:19 AM GMT - Time Source: server- IP address: 103.204.117.10
-  Document emailed to Tonia Home (tonia.home@swdc.wa.gov.au) for signature
2022-06-16 - 9:44:21 AM GMT
-  Email viewed by Tonia Home (tonia.home@swdc.wa.gov.au)
2022-06-16 - 9:45:35 AM GMT- IP address: 1.127.109.111



Adobe Acrobat Sign

[Appendix ORD: 12.1.1B]



Document e-signed by Tonia Home (tonia.home@swdc.wa.gov.au)

Signature Date: 2022-06-16 - 9:46:07 AM GMT - Time Source: server- IP address: 1.127.109.111



Agreement completed.

2022-06-16 - 9:46:07 AM GMT



Adobe Acrobat Sign

[Appendix ORD: 12.1.1C]

Brief Evaluation Report

Template notes

This template is to be used as a summary of any written quotes undertaken by the Shire of Dardanup between the value of \$20,000 up to \$49,999

RECOMMENDATION REPORT for a VERBAL or WRITTEN QUOTATIONS

QUOTATION NUMBER:	RFQ F0309444
TITLE OF QUOTATION:	Shire of Dardanup Hydrogen Feasibility study and Business Case
ESTIMATED CONTRACT VALUE	\$50,000
DATE:	29 August 2022
FILE REF No:	QUO-R1246701

SECTION A: OUTLINE THE REQUIREMENT

The Shire of Dardanup is seeking Quotes for the development of a Feasibility Study and Business Case to establish Hydrogen Capabilities at the Shire's Depot Lot 1010 Martin Pelusey Road, Waterloo or at the Shire's Gravel Pit and future Waste Transfer Station at Lot 80 Panizza Road, Crooked Brook.

SECTION B: SUPPLIERS INVITED TO QUOTE

Supplier Name and ABN	Contact Details (name, phone, email, address etc)	Date Quotation Issued
AECOM	perthtenders@aecom.com	10/08/2022
GHD	permail@ghd.com	10/08/2022
Atco	Richard.Smith@atco.com	10/08/2022
Integrated Energy	david.cavanagh@integratedenergy.com.au	10/08/2022
Hodge and Rohde	tjhodge@bigpond.com	10/08/2022
Hyundai	Scott.Nargar@hyundai.com.au	10/08/2022
Synergy	bec.elshaw@synergy.net.au	10/08/2022
Hazer Group	No formal RFQ invitation sent following initial phone contact	12/08/2022

SECTION C: NUMBER OF QUOTATIONS RECEIVED

Respondent Name	Quotation Price \$	Date Quotation Received	Records System Ref for Quotes
AECOM	0.00	Nil Submission	
GHD	\$98,460 ex GST	26/08/2021	
ATCO	0.00	Nil Submission	
Integrated Energy	\$80,000 ex GST	26/08/2021	
Hodge and Rohde	0.00	Declined to submit	
Hyundai	0.00	Declined to submit	
Synergy	0.00	Declined to submit	

[Appendix ORD: 12.1.1C]

Hazer Group	0.00	Declined to submit	
-------------	------	--------------------	--

As the quotes exceeded the current funding available for the project the Shire approached both GHD and Integrated Energy and sought updated proposals to not exceed the \$50,000 budget. Updated proposals were received from both as follows:

Respondent Name	Quotation Price \$	Date Quotation Received	Records System Ref for Quotes
GHD	\$50,000 ex GST	08/09/2022	QUO-R1274772
Integrated Energy	\$50,000 ex GST	06/09/2022	QUO-R1273650

SECTION D: EVALUATION METHODOLOGY

Following the receipt of the updated proposals a review of the submissions were conducted against the criteria as set out in the RFQ. The scores below reflect the scores against the updated proposals and considers relevant information from the original submissions as received.

Selection Criteria	Relevant Experience, Skills and Key Personnel (15%)	Demonstrated Understanding and Resources (20%)	Price (60%)	Sustainable Procurement and Corporate Social Responsibility	Total Weighted Score	Ranking
Respondent's Name						
GHD	12%	10%	60%	2.5%	84.5%	2
Integrated Energy	10.5%	14%	60%	2.5%	87%	1

Evaluation By (Name):	Title
Andre Schonfeldt	CEO

[Appendix ORD: 12.1.1C]

SECTION E: BASIS OF RECOMMENDATION

AECOM – Nil communication received
ATCO – Nil Communication received
Hodge and Rohde – via Petrofac - declined to submit advice received 25/08/2022
Hyundai – Nil communication received
Synergy – declined to submit
Hazer Group – declined to submit
Whilst GHD provided a good submission their focus is on the technology required more so than the feasibility of the proposal.
Integrated Energy intends to spend more time focused on developing the feasibility and concept than investigating the technology.

Recommendation			
Requesting Officer's Name:		Signature:	
Position:		Date:	
Approval (in accordance with delegated authority)			
Approving Officer's Name:		Signature:	
Position:		Date:	

Annual General Meeting

Agenda

Monday, 3 October 2022

Crown Perth, Grand Ballroom

Table of Contents

Order of Proceedings	3
1. Apologies, Announcements, Standing Orders and Previous Minutes	4
1.1 Record of Apologies	4
1.2 Announcements	4
1.3 Adoption of AGM Association Standing Orders	4
1.4 Confirmation of Previous Minutes	4
2. Adoption of Annual Report	4
3. Consideration of Executive and Member Motions	5
3.1. Road Traffic Issues	5
3.2. Car Parking and Traffic Congestion Around Schools	7
3.3. Proposal for Regional Road Maintenance Contracts with Main Roads WA	10
3.4. Northern Australia Beef Roads Program	12
3.5. 3D House Printing Building Compliance	14
3.6. South West Native Title Settlement	17
3.7. Land Offset Compensation to Local Governments	21
3.8. Review of the Rating Methodology used by the Valuer-General	23
3.9. WA Local Government Rating Model	24
3.10. Reform of the <i>Cat Act 2011</i>	26
3.11. WALGA Best Practice Governance Review – Principles	28
4. Closure	33
Attachment 1: AGM Association Standing Orders	34
Attachment 2: Minutes of 2021 Annual General Meeting	38
Attachment 3: Action Taken on Resolutions of the 2021 AGM	37

Order of Proceedings

- 9:00am** **Opening and welcome – Cr Karen Chappel, President, WALGA**
- 9:05am** **Welcome to Country**
- 9:10am** **WALGA President’s Annual Report – Cr Karen Chappel**
- 9:20am** **Address: Hon Mark McGowan MLA, WA Premier – *invited***
- 9:35am** **Address: Hon Mia Davies MLA, Leader of the Opposition**
- 9:50am** **Address from Cr Linda Scott, ALGA President**
- 10:00am** **LGIS Report**
- 10:05am** **On-stage presentation of:**
- Troy Pickard Young Achievers Award
 - Merit Award
 - Local Government Distinguished Officer Award
 - Eminent Service Award
 - Life Membership
 - Local Government Medal
 - Local Government Diploma presentation and Scholarships
 - Road Safety Awards
 - Most Accessible Communities WA Awards
- 10:45am** **Morning refreshments in the Trade Exhibition (Grand Ballroom)**
- 11:30am** **Commencement of Annual General Meeting (to follow formal Agenda)**
- 1:00pm** **Chair to close Annual General Meeting followed by lunch in the Trade Exhibition (Grand Ballroom)**

1. Apologies, Announcements, Standing Orders and Previous Minutes

1.1 Record of Apologies

1.2 Announcements

1.3 Adoption of AGM Association Standing Orders

The AGM Association Standing Orders are contained within this Agenda ([Attachment 1](#)).

DRAFT MOTION:

That the AGM Association Standing Orders be adopted.

1.4 Confirmation of Previous Minutes

The Minutes of the 2021 WALGA Annual General Meeting are contained within this Agenda ([Attachment 2](#)).

DRAFT MOTION:

That the Minutes of the 2021 WALGA Annual General Meeting be confirmed as a true and correct record of proceedings.

2. Adoption of Annual Report

The 2021-2022 Annual Report, including the 2021/22 Audited Financial Statements, was distributed to members separately.

DRAFT MOTION:

That the 2022 Annual Report, including the 2021/22 Audited Financial Statements, be received.

3. Consideration of Executive and Member Motions

3.1. Road Traffic Issues

Shire of Dardanup to move:

MOTION

That WALGA Advocate on behalf of the local government sector to the State Government and in particular, Main Roads, to increase importance and weight given to local knowledge and input regarding road traffic issues including requests for speed reduction, intersection treatments and overall preventative and traffic safety measures.

IN BRIEF

- Request for WALGA to advocate for greater local input into road and intersection treatments.

MEMBER COMMENT

The Shire of Dardanup and its community have experienced a number of instances where preventative action was only taken after fatalities occurred on roads and intersections, despite pleas and requests from the local government, community and stakeholders.

Recent examples include the following intersections:

- Hynes Road on Forrest highway, fatalities occurred before safety concerns were addressed and speed limit reduced;
- Hynes Road on South Western Highway, fatalities occurred before safety concerns were addressed and speed limit reduced;
- South Western Highway section from Hynes Road westbound to Picton, high number of fatalities occurred before safety concerns were addressed and speed limit reduced;
- Eaton Drive numerous intersection designs, almost 10 years of traffic studies paid for by the local government as requested by Main Roads which eventually culminated in a treatment plan for all intersection that was agreed to by Main Roads South West, but rejected by Main Roads Perth request further traffic studies delaying action and deferring addressing community and safety concerns.

SECRETARIAT COMMENT

The Commissioner for Main Roads has the authority to erect, alter or take down any road sign or traffic control signal under the provisions of Regulation 297 of the *Road Traffic Code 2000*. This authority has not been delegated to Local Governments, except under very limited conditions. To effectively manage the local road network Local Governments need to work with Main Roads WA Traffic Management Services. The issues identified in the motion are consistent with the experience of other Local Governments.

In response to advocacy from WALGA and Local Governments, Main Roads WA undertook a review of the Speed Zoning Policy and Application Guidelines in 2020. Following adoption of the new policy, 52 Local Governments that had applied one or more times to amend a speed zone completed a survey undertaken by WALGA in 2021 which found that a higher proportion of applications to reduce speed limits on local roads were rejected under the new policy than was previously the case. Local Governments highlighted that the process was slow, somewhat unpredictable and lacked feedback indicating changes are required.

[Appendix ORD: 12.1.2A]

The proposed motion is broadly consistent with the WALGA State Council advocacy position in relation to travel speed management;

1. That the Road Safety Council initiate the development of a comprehensive speed reform plan. That the speed reform plan be designed, to meet the various needs of metropolitan, rural and remote Western Australian communities, with the aim of improving liveability, amenity and safety.
2. That a speed reform plan incorporates:
 - a. measures to ensure that Local Governments are consulted in the process of changing speed limits on the local road network, and
 - b. processes to reduce the barriers and red tape for Local Governments seeking lower speed limits in targeted locations on local urban roads.

[September 2019 – 99.6/2019]

Main Roads WA has evolved its policy position in relation to intersection treatments in the past three years such that “roundabouts or other treatments will be preferred over traffic signalisation, unless evaluation clearly demonstrates those other solutions are unsuitable”¹. There have also been significant technical changes in the modelling required, including the type of software to be used to demonstrate the effectiveness of the proposed intersection treatment². These new policies and operational requirements were introduced without adequate consideration of the long planning timeframes associated with road network development.

¹ Main Roads WA 2021 p13 [Traffic Signals Approval Policy](#)

² Main Roads WA 2021 [Operational Modelling Guidelines](#)

3.2. Car Parking and Traffic Congestion Around Schools

City of Wanneroo to move:

MOTION

That WALGA engages with the State Government on behalf of Local Government to review issues associated with car parking and traffic congestion around school sites including but not limited to:

1. Reviewing car parking standards for schools;
2. Ensuring sufficient land is set aside for the provision of parking on school sites;
3. Reviewing the co-location of schools to avoid issues being exacerbated;
4. Restricting school access from major roads;
5. Developing plans to enable schools to manage school traffic;
6. Develop programs to educate drivers; and
7. Develop options and implement initiatives to encourage alternative modes of transport to school.

IN BRIEF

- Car parking and traffic congestion around school sites has been and continues to be problematic.
- Causes arise from lack of parking, lack of adequate drop-off and pick-up areas and driver behaviour.
- Issues include illegal parking and traffic movements leading to conflict and potentially dangerous situations.
- Issues are not exclusive to City of Wanneroo.
- Requires a wide-ranging review of standards and school location.
- Requires better management of traffic by schools and development of driver education programs.
- Requires development of options and programs to alternative modes of travel to and from school.

MEMBER COMMENT

Background

The City of Wanneroo has for some time been concerned about traffic congestion and car parking in and around school sites. In particular, the City is concerned about the car parking and congestion issues that occur over the morning drop-off and afternoon pick-up times due to the high demand and intensity of activity over relatively short periods of time. Causes seem to range from a lack of parking availability, lack of adequate drop-off and pick-up areas and driver behaviour. The results observed by the City include illegal parking and traffic movements leading to conflict and potentially dangerous situations.

As an outer metropolitan growth council, the City of Wanneroo will continue to face the issue of car parking and traffic congestion unless measures are taken to address the increasing challenges and issues associated with schools throughout the City.

It is apparent that the issue of car parking and traffic congestion around schools is not exclusive to the City of Wanneroo. It follows that a comprehensive and coordinated approach to the problem is called for. This motion is submitted to request that WALGA take a lead role in helping bring about such a solution on behalf of all member councils.

Comment

There is a need to approach the State Government to identify and implement new approaches that can contribute to a comprehensive solution. These include:

- Reviewing parking standards for educational establishments;
- Ensuring sufficient land is set aside for the provision of parking on school sites;
- Reviewing the co-location of schools to avoid issues being exacerbated;
- Restricting school access from major arterial roads;
- Developing plans to enable schools to manage school traffic;
- Develop programs to educate drivers; and
- Develop options and implement initiatives to encourage alternative modes of transport for travel to and from school.

[Appendix ORD: 12.1.2A]

The City's Councillors are very concerned about the issues and are supportive of the City pursuing options to reduce the problems at existing schools and prevent them from occurring where new schools are developed. An example of the problem faced in relation to traffic and congestion has been highlighted by a Councillor. Mercy College in Koondoola is located at the intersection of two major roads (Beach Road and Mirrabooka Avenue) where it has been observed that:

- At school pick-up times, cars stop along Mirrabooka Avenue, approximately 200m before the intersection of Beach Road / Mirrabooka Avenue.
- The gate at Mercy College doesn't open until about 2:45pm. Cars are banked up from 2:30, causing significant congestion issues.
- A drop off / pick up entrance along Beach Road appears to be well managed, unlike the one on Mirrabooka Avenue.

The City has operated a school parking program to provide education, manage parking and where necessary take compliance/enforcement action. The City has also worked with the Department of Transport (DOT) *Your Move* team to help in the development of safe routes to school. Despite these efforts, issues of congestion and parking problems persist.

The City acknowledges the Department of Transport (DOT) report "*The declining rate of walking and cycling to school in Perth*" issued in November 2021. The City generally supports the conclusions and recommendations of the report and looks forward to the implementation of the actions proposed.

The City is also aware of the Department of Planning, Lands and Heritage Development Control Policy 2.4: School Sites and the draft operational Policy 2.4: Planning for School Sites. The former policy has been in place since 1998 and the issues of parking and traffic congestion have continued throughout its duration. While the draft policy discusses sufficient parking and embayments and facilities for drop-off and pick-up it does not appear to have measures in place to deal with the high demand and intensity of activity over short periods of time that deal with the resultant congestion and potentially dangerous situations. There is no requirement for schools to manage the traffic they generate.

The City of Wanneroo's observations are that the issue of car parking and traffic congestion occurs at schools in the entire Local Government area regardless of the type (public or private), age and location. That is to say that the issue has been occurring for many years and according to the DOT report has become more of an issue as the rate of walking and cycling to school has declined over the past 40 years.

There is a need for WALGA, as representative of Local Government, to lead discussions with the State Government to find a solution to the issue of parking and traffic congestion around schools.

Addressing car parking provision, driver behaviour and mode of transport can help reduce the issues occurring at schools.

The City's view is that addressing school location, improving safe pedestrian and cycle access routes, provision of safe bicycle storage facilities, ensuring sufficient car parking provision and drop-off/pick-up areas are provided, improving driver behaviour through education and mode of transport can help reduce the issues occurring in and around schools. Improved and safe pedestrian and cycle routes can lead to healthier outcomes for users and can contribute to stronger connected communities.

SECRETARIAT COMMENT

This motion outlines three key requests:

1. A wide-ranging review of standards and school location

There are two main types of schools: Public schools and private schools.

[Appendix ORD: 12.1.2A]

Land for public schools is required to be identified and set aside as part of the structure planning and subdivision process. Public schools are considered as public works, are not controlled by local planning schemes and are exempt from the requirement to obtain development approval. Consequently, Local Governments have limited direct control over the concerns raised in the motion for new public schools. Private schools, the demand for which usually materialises after neighbourhoods are well established, are controlled by local planning schemes and the parking standards and other requirements set out in these schemes.

Draft Operational Policy 2.4 (Western Australian Planning Commission 2020) is the primary planning policy that sets standards for new schools. This draft policy “is intended to assist in addressing issues that may arise in residential areas between schools and their surroundings particularly in respect of traffic and noise generating activities, and mitigation of impacts on existing transport network and services.” The policy sets standards related to minimum number of road frontages and road types, access to active and public transport connections, and requirements to provide traffic impact assessments. The policy was drafted in 2020 and will be finalised following the review of Liveable Neighbourhoods.

Liveable Neighbourhoods is the Western Australian Planning Commission’s primary policy for the design and assessment of structure plans (regional, district and local) and subdivision for new urban (predominantly residential) areas. This policy includes a component on education facilities, including particular design requirements for schools.

The finalisation of Draft Operational Policy 2.4 and current revision of Liveable Neighbourhoods provide opportunities for Local Governments and WALGA to seek amendments to these documents in accordance with member concerns.

2. *Better management of traffic by schools and development of driver education programs*

Driver behaviour, as well as transport mode choice, contributes to reducing the impact of traffic congestion and safety around schools.

3. *Development of options and programs to alternative modes of travel to and from school*

In May 2022 WALGA State Council endorsed the Draft Active Travel to School Roadmap, subject to amending Urban Environment Initiative No 1 to “Consult local governments to identify sub-regional school transport challenges and amend existing planning guidelines and develop new guidelines where gaps exist (RESOLUTION 337.4/2022).

State Council also resolved that WALGA:

- Works with the Department of Transport to finalise the Roadmap and encourage Local Government participation in the initiatives identified where these offer solutions to the local issues encountered in each area; and
- Uses the Draft Active Travel to School Roadmap to strengthen advocacy for increased funding for walking and cycling infrastructure in Western Australia by the State and Federal Government.

WALGA has some involvement with the Active Transport to School Working Group, which is led by the Department of Transport and includes representation from the Department of Education. The Department of Transport has developed a new category within the next round of WA Bicycle Network Grants to co-fund Active Transport Officers with Local Governments. This is an evolution of the former Travel Smart Officers with the new officers having a greater role in working with schools.

3.3. Proposal for Regional Road Maintenance Contracts with Main Roads WA

Shire of Dundas to move:

MOTION

That WALGA assist Local Governments and work with the Hon Minister Rita Saffioti to introduce a similar program that is currently in play in Queensland and introduce a sole invitee Program for Local Governments to engage in a Road Maintenance Performance Contract with Main Roads WA.

IN BRIEF

- \$29.7 billion total investment through QTRIP 2022-23 to 2025-26.
- 25,200 jobs supported over the life of program in Local Governments in Queensland.
- Main Roads WA Projects can be viewed [here](#).

MEMBER COMMENT

On 1 April 2022, the McGowan Labour Government [announced](#) it was returning up to 660 maintenance road workers back in-house to Main Roads.

An interactive Q-Trip Funding Tool ([here](#)) provided by the Queensland Government, details the next four years of State Government and Local Government Partnership providing safer roads and sustainability to regional and remote Shires.

To enable the Shire of Dundas to be involved in the direction of WALGA to assist with issues impacting us directly, and other regional resource communities impacted by the related Acts and Regulations.

Given the recent State Government announcement, there is an opportunity for all Local Governments to look at this proposal from WA State Government on how this proposal to keep jobs in house within Main Roads WA and the possibility to work with local governments when contracting the required road maintenance to Local Governments (see [here](#)).

It is suggested that the Queensland Government model, which can be viewed [here](#), works well and allows Councils to recover costs for usage of plant and equipment and recoup plant costs as hire charges against activities to cover all maintenance, depreciation and operating costs for Local Governments as agreed when undertaking joint routine maintenance on State controlled roads.

It is important that when developing this type of model and contract terms to get the document standards and the WHS and the Main Roads Preferred Suppliers correct. In Queensland, Main Roads assisted with these requirements in a partnership arrangement.

If Local Governments across WA are allowed into this space and work for the State Government on a contractual basis, it could be an opportunity to increase revenue significantly, especially in remote rural areas across WA. This would help Council cover cost relating to new imposed WHS Reforms, Local Government Reforms, Auditing Requirements, and associated costs.

SECRETARIAT COMMENT

The decision by the State Government to move to in-sourcing road maintenance delivery and management provides new opportunities for Local Governments to participate in delivering maintenance and minor capital work on the State road network. Local Governments and Regional Organisations of Council have previously contracted to Main Roads WA to deliver road maintenance services. There were several reasons that Councils and Main Roads WA decided not to continue with these arrangements. The Association will need to understand the interest and capacity of Local

[Appendix ORD: 12.1.2A]

Governments to undertake road maintenance work on the State road network, to inform engagement with the State Government.

The extent and type of road works that Main Roads WA will deliver using staff and those operations that will be delivered by contract are likely to vary in different parts of the State.

3.4. Northern Australia Beef Roads Program

Shire of Dundas to move:

MOTION

That WALGA work with the Hon Madeleine King MP Minister for Resources and Minister for Northern Australia to make Beef Road Funding available to all Australian Local Governments north and south, or establish a Southern Australia Beef Road Funding Program to allow for equitable support across Australia's beef and agriculture industries.

MEMBER COMMENT

The extension to the south of the country of Roads and Beef Road Funding will be vital to get cattle to the saleyards and be competitive with their counterparts from the North who receive [Federal Funding](#) to assist them in their efforts to transport cattle.

Reliable access has always been the most significant issue facing the community and businesses operating in the remote Northern Nullarbor region and is a serious concern for those emergency service personnel who are called upon in times of crisis. The 2019-2020 bushfires which closed the Eyre Highway (effectively the gateway into WA) is an example of inaccessibility. The Trans Access Road is the only road servicing this area and has in the past been impassable for months due to flooding. This project would deliver transport efficiencies, stimulate and support economic activity, and provide a safer access road for regular users, tourists, and emergency service personnel. The Eyre highway is the number one strategic link into Western Australia. The Trans-Access Road is the only road East linking the Aboriginal Communities, remote roadhouses, and pastoral stations. Linking the two roads increases accessibility, safety, and improves the social service access between the communities on both roads. Cattle and sheep movements can be hampered when the Trans Access Road is closed, and WA freight movements (in and out) are hampered when the Eyre highway is closed, as per the bushfire season of 2020.

This road improvement will shorten the distance from 1,041 to 91.7km (within our Shire), making traffic movements more efficient, as well as safer with a better-quality formed road. The Commodities can get to market with increased certainty, safety, and more efficiently.

This is only the situation with one road and their numerous pastoral leaseholders having the same issues in Western Australia and all the southern pastoral leaseholders across Southern Australia.

See [here](#) a map showing Northern Australia Local Government Roads receiving Funding.

SECRETARIAT COMMENT

The Northern Australia Beef Roads Program was a \$100 million Federal Government investment within the \$980 million Northern Australia Roads Program, which is delivering upgrades to high priority roads in northern Australia essential to the movement of people and freight to support the North's economic development. The Northern Australia Beef Roads Program is making targeted upgrades to key roads necessary for transporting cattle to improve the reliability, productivity and resilience of cattle supply chains in northern Australia, thereby reducing freight costs and strengthening links to markets. The

IN BRIEF

- At the 2022-23 Budget, the Australian Government extended the Northern Australia Roads Program by committing a further \$380 million to road projects in Northern Australia over four years from 2022-23 to 2025-26.
- Projects to be funded from this new \$380 million commitment will be determined following engagement with stakeholders and project delivery partners.
- This extension builds on the Australian Government's initial \$600 million investment, which is nearing completion. Roads identified in Infrastructure Australia's Northern Australia Audit, along with other roads identified as priorities by the states and territories, such as those connecting communities, or regional towns to ports, were considered for funding.

[Appendix ORD: 12.1.2A]

Federal Government announced projects to be funded in October 2016, and the program is now nearing completion.

A key feature of the Northern Australia Beef Roads Program was the active engagement with the beef industry and transport sector to identify potential projects and modelling of different scenarios by the CSIRO using the Transport Network Strategic Investment Tool (TraNSIT) to determine the benefits and assist in prioritising projects. Success in establishing a new Beef Roads Program in Southern Australia would likely require similar support and evidence. Northern Australia provides 90% of Australia's live cattle exports³.

The Northern Australia Program is framed around the [Our North, Our Future: White Paper](#) on Developing Northern Australia, with annual statements to Parliament on progress. It is outside of the Minister for Northern Australia responsibilities to establish funding programs in other parts of Australia.

Depending on the scale of investment required, a business case detailing the costs and benefits of the proposed upgrades will be required to underpin advocacy to State and Federal Ministers. The Hon Catherine King, Minister for Infrastructure, Transport and Regional Development of Australia is a primary decision-maker when seeking funding to respond to the identified needs.

³ Office of Northern Australia 2022 ([Office of Northern Australia | Department of Infrastructure, Transport, Regional Development, Communications and the Arts](#)).

3.5. 3D House Printing Building Compliance

Shire of Dundas to move:

MOTION

That WALGA requests:

1. **Assistance from Minister for Industry and Science The Hon Ed Husic MP, Minister for Housing and Homelessness, Small Business The Hon Julie Collins MP, Minister for Infrastructure, Transport, Regional Development and Local Government The Hon Catherine King MP to work with Ministers from all State and Territory Governments who have Building and Construction in their portfolios, to collaborate and to consider removing impediments within the National Construction Code Series and associated Australian Standards, that dissuade industry from adopting 3D printing as a building method.**
2. **That the Government provide instruments to incentivise private industry to develop 3D printing and include this as an acceptable building practice.**

IN BRIEF

- The section of the National Building Code that would need to change is National Construction Code, Building Code of Australia 2019 Volume 1 Amendment 1
- Australian Standards Adopted by Reference
- The *Building Act 2011*
- Building Regulations 2012

MEMBER COMMENT

Australia's construction industry may be in for a shake-up, with the arrival of commercial 3D house-printing technology capable of slashing build times and costs.

On the heels of the country's first 3D-printed house – erected in three days Melbourne in January - COBOD, an international leader in the disruptive field, has partnered with Australian company Fortex to distribute its equipment.

COBOD has spearheaded the development of 3D house-printing, having sold about 50 systems featuring multifunctional construction robots across the globe since 2019. They were used to help build the first single-, two- and three-storey 3D-printed dwellings in Europe, the first 3D-printed house and school in Africa, and first wind turbine tower base.

Unfortunately, laws, codes and regulations rarely keep pace with technology. This is the case for using 3D printing to construct houses.

The Shire of Dundas Elected Members supported this motion at the [Ordinary Council Meeting on 28 July 2022](#) (item 10.1.2 WALGA AGM item – 3D Building Compliance).

Australia is currently experiencing an unprecedented housing crisis. Staff and material shortages are now affecting all industries and especially impacting critical industries like housing construction. The construction of buildings in Australia is controlled through a legislative framework that includes reference to the need to comply with the National Construction Code (NCC) and the Building Code Australia (BCA). The NCC is a uniform set of technical provisions for the design and construction of buildings and other structures, including building systems throughout Australia. In WA the NCC/BCA is called up in the *Building Act 2011* and the Building Regulations 2012. It is a statutory requirement that a building or system must be demonstrated to achieve NCC/BCA compliance. The NCC is a performance-based code, containing all performance requirements for the construction of buildings. It's built around a hierarchy of guidance and code compliance levels, with the performance requirements being the minimum level that buildings, building elements, and systems must meet. A building will comply with the NCC if it satisfies the performance requirements, which are the mandatory requirements of the NCC. The performance

[Appendix ORD: 12.1.2A]

requirements are also supported by general requirements. These cover other aspects of applying the NCC including its' interpretation, reference documents, the acceptance of design and construction, including related evidence of suitability/documentation, and the classification of buildings within the NCC. The key to the performance-based NCC is that there is no obligation to adopt any particular material, component, design factor or construction method. This provides for a choice of compliance pathways.

At the [National General Assembly on 19-22 June 2022](#), Motion number 100 was presented by Murray River Council NSW.

Motion number 100 Murray River Council NSW

This National General Assembly calls on the Australian Government to collaborate with local government to remove impediments within the National Construction Code Series (BCA) and associated Australian Standards, that dissuade industry from adopting 3D printing, and the Government provide instruments to incentivise private industry to develop 3D printing.

OBJECTIVE

There is mounting financial pressure on governments, with limited fiscal levers available, to slow the price trajectory of housing. Major change across any industry is difficult for profit-driven entities, especially smaller players, to orchestrate, as simply the risk is high, the financial capacity is limited, and the reward will soon be diluted across their competitors. There are investigations into housing affordability occurring in NSW already, which is commendable. Further opportunities can be harvested if the state partners with local government to review the building codes (which by default do not currently reflect the new technology).

KEY ARGUMENTS

Often the scale of the research and development required is beyond even the most affluent or well-resourced. The longer an industry has been in existence, the harder it is to change, amplified by the educational institutions and financial commitments that both have long lead times and future commitments. Furthermore, regulations (in this instance building codes and standards) are always slow to change and are often an even bigger impediment. In August 2021, the first 3D printed houses were sold in the USA. The investment in research and development in 3D printed structures over the next few years in many counties, largely driven by price pressures, government policies, international treaty obligations, but also because of the frailty of global supply chains, is profound.

Housing affordability is now becoming critical, yet the policy levers appear to be slow moving. Although it will take some time to achieve, the initial indicators are that 3D Printed houses will lower prices. Therefore, it would be prudent to adapt our rules to facilitate.

References

- <https://www.jdsupra.com/legalnews/not-your-average-desktop-printer-how-3d-3943618/>
- <https://www.canberratimes.com.au/story/7785621/3d-printers-set-to-disrupt-building-sector/>
- <https://www.dezeen.com/2021/08/31/east-17th-street-residences-3d-printed-homes-icon-austin/>
- <https://www.procore.com/jobsite/6-of-the-worlds-most-impressive-3d-printed-buildings/https://all3dp.com/2/best-companies-building-3d-printed-houses/>

Statutory Environment

- [National Construction Code \(NCC\)](#)

[Appendix ORD: 12.1.2A]

SECRETARIAT COMMENT

Changes to the National Construction Code - All components used for building work in Australia must meet certain performance and legal requirements. These requirements help ensure that buildings are safe, healthy for occupants and maintain performance over the expected life of a building. Following a building fire in Melbourne Docklands in 2014, and the cladding fire at Grenfell Tower in London in 2017 which killed 72 people, all State and Territory Building Ministers agreed to an assessment of the effectiveness of building compliance systems across Australia. The resulting Building Confidence Report, released in 2018, identified that problems exist with building product safety in Australia. Subsequently, all Building Ministers agreed to the development of a National Product Assurance Framework to strengthen building product performance requirements. A discussion paper outlining the proposed framework was released by the Australian Building Codes Board in 2021 and can be found [here](#). Any change allowing new forms of construction would require substantial evidence to be presented by industry to the Australian Building Codes Board.

Alternative construction methods such as modular buildings, buildings with pre-engineered components and Structural Insulated Panels (SIPS panels) have risen in popularity in Western Australia in recent years, partly in response to supply chain issues and labour shortages. For example, a display home was built in Mandurah from SIPS panels that was supplied and installed in 16 weeks. Strategies that seek to promote diverse housing options, supply and sustainability should consider the suite of alternative construction methods.

3.6. South West Native Title Settlement

Shire of Gingin to move:

MOTION

That WALGA advocate to the State Government that Local Governments be provided with the full list of potential land to be requested for transfer as part of the South West Native Title Settlement and that a minimum of three months be provided for Council to provide feedback.

IN BRIEF

- WALGA to advocate for a review into how Local Governments are requested to consider land to potentially be transferred as part of the South West Native Title Settlement.

MEMBER COMMENT

The Shire of Gingin and many other Local Governments are being requested to consider parcels of land to be allocated for transfer as part of the South West Native Title Settlement.

The Shire of Gingin has received its third request, totalling approximately 45 parcels of land, for consultation as part of this process and in each instance is provided only 40 days to provide feedback to the Department.

For each land parcel in question, which can be numerous, Council is requested to consider the following:

1. Is the Shire supportive of the transfer of this land to the Noongar People under the Settlement?
2. Does the Shire have any interest in the land?
3. Does the Shire have existing or planned infrastructure within the land parcel that requires protection? If yes, please provide details and advise if access to this infrastructure will need to be maintained.
4. Is the land parcel subject to any mandatory connection to services?
5. Are any future proposals for the land identified? Please provide detail of what is proposed and in what timeframe?
6. Are there any future proposals for adjoining land that may affect the land identified in the spreadsheet? If so, in what timeframe?
7. Please advise of any proposed planning scheme amendments that may affect the zoning of this land at a State or Local Government level. If a scheme amendment is to occur, what is the change proposed and when will it come into effect?
8. Please advise of any known land management issues such as site contamination, hazards, debris or rubbish dumping, unauthorised land use and environmental considerations (such as inundation or similar site constraints).
9. Please provide any additional comments on the proposed transfer of this land as part of the Settlement.

The 40-day consultation does not provide any ability for Local Government to consult with the community regarding Council's support for the land transfer and as such is ignorant as to the changes in land management.

[Appendix ORD: 12.1.2A]

Local Governments, as part of this process, are not advised as to any intent for the future purpose of the land and/or how it is proposed to be managed into the future and this is creating angst as part of the consultation with Council. For example, it is difficult for any Local Government to approve the transfer of the land without understanding as to what purpose the land is being requested for and who will manage the area, and will it be freehold transfer? This advice may be as simple as the site is requested for cultural significance or for commercial purposes and will be administered by SWLCC as a reserve vested.

The Shire of Gingin, through consultation with the Department, have been advised that within the Shire there are an additional some 230 more locations identified for potential transfer. The Shire, and all Local Governments, should be provided this full list to be able to undertake early due diligence on the land identified.

Without knowing what other Councils are being requested to consider, the Shire requested the Department to ensure that the Shire of Gingin and other Local Governments are not being targeted due to the commercial potential for land. There should be more clarity surrounding the lands that have been requested and identified across all Local Government and this be publicly accessible.

SECRETARIAT COMMENT

Background on the South West Native Title Settlement (Settlement):

The Settlement, in the form of six Indigenous Land Use Agreements (ILUAs), is a landmark native title agreement negotiated between the Noongar people and the State Government of Western Australia (State). The Settlement officially commenced on 25 February 2021, followed by the establishment of the Noongar Boodja Trust and the appointment of Perpetual as the initial Noongar Boodja Trustee on 29 March 2021. Following commencement, as prescribed by the ILUAs, native title rights and interests were surrendered on 13 April 2021, in exchange for a negotiated package of benefits that the State is delivering.

The Noongar Land Estate is a key benefit under the Settlement and will be comprised of up to 300,000 hectares of land handed over as reserve, and up to 20,000 hectares of land transferred in freehold. The first transfers of land to create the NLE were executed by all parties on 14 July 2021. The Department of Planning, Lands and Heritage (DPLH) is the agency responsible for the delivery of the NLE, on behalf of the Minister for Lands. The NLE is intended to provide significant opportunities for the Noongar people to achieve sustainable economic, social and cultural outcomes. The land to be transferred to the NLE is primarily drawn from unallocated Crown land (UCL), unmanaged reserves (UMR) and Aboriginal Lands Trust (ALT) properties within the Settlement area and will be determined through the ILUA-prescribed land identification, assessment and eventual transfer processes managed by DPLH over the five year ILUA implementation period. This work is undertaken consultatively with the Trustee, SWALSC and a broad range of key stakeholders.

A key component of this process is the Assessment Phase, at which point DPLH consults with stakeholders, including Local Government. Consultation with Local Government in this manner is consistent with general Crown land administration requirements, where tenure matters are referred for comment under section 14 of the *Land Administration Act 1997* (LAA). Referrals to Local Governments under the Settlement request detail (if available) on the following:

- whether there are existing interests in the land parcels under consideration for inclusion in the NLE that cannot be met elsewhere;
- whether there are future proposals for the same land or land within the same general location;
- whether there are planning scheme amendments that could affect future use of the land;
- whether there are other relevant land use, land management or land development issues; and
- any other advice they may wish to provide in relation to the subject land.

[Appendix ORD: 12.1.2A]

WALGA asked DPLH if it would it be possible to advise each Local Government of all of the land under consideration within their area at the same time, and DPLH responded as follows:

DPLH regularly provides Local Government Authorities (LGAs) with a list of unallocated Crown land (UCL) and unmanaged reserves (UMR) that may be eligible for inclusion in the Noongar Land Estate within the boundaries of the LGA. This information is provided upon the request of the LGA, in the spirit of proactive and transparent engagement with key stakeholders.

Importantly, DPLH advise that the list provided is reflective of land under consideration at a specific point in time and may be subject to change. Further, all LGAs are advised that DPLH are progressing land through the Phases of the Noongar Land Base Strategy (Strategy) at Annexure J to ILUAs for the Settlement. The Strategy provides an agreed process to be followed and includes a five-year timeframe for the staged delivery of the full 320,000 hectare Noongar Land Estate. As a result, DPLH will likely engage with a number of the involved LGAs numerous times during the five-year period.

WALGA asked DPLH if a 3 month consultation period would be considered, and DPLH responded as follows:

Consultation with LGAs is consistent with general Crown land administration requirements, where tenure matters are referred for comment under section 14 of the LAA. The 40 day timeframe for consultation is prescribed by the Noongar Land Base Strategy (Strategy) at Annexure J to the ILUAs. The sections of the ILUA (including the Settlement Terms) can only be varied by agreement in writing that is executed by or on behalf of the State, each of the Government parties, each Regional Corporation or the relevant Native Title Agreement Group and the Central Services Corporation.

The timeframe for consultation with LGAs is outlined under the Strategy and is intended to ensure the structured delivery of State Government and Trustee for the Noongar Boodja Trust (Trustee) obligations relating to the handover of land. DPLH would also like to emphasise that the LGAs are asked to consider the change of tenure only, not a proposal for the use / development of the land.

The Strategy and therefore the activities of DPLH are consistent with best practice Crown land administration activities, though with prescribed timeframes to ensure adherence to tight project timeframes. The referral questions posed by DPLH during consultation with LGAs are intended to collect detail on what is known to apply to the land at the time of the referral, noting that detailed due diligence and site-specific investigations would need to be undertaken by the Trustee at the point of land use / land development. In the event that an LGA is unable to provide the detailed information within the 40 day timeframe, DPLH is able to discuss and possibly grant timeframe extensions on a case-by-case basis.

WALGA asked DPLH if it was possible to advise Local Governments, at the time of request, as to the intended use of each parcel of land eg cultural or economic development, and DPLH responded as follows:

This information is not provided to DPLH by the representatives of the Noongar people. Instead, the flexible reserve purpose of Noongar Social, Cultural and / or Economic Benefit and the flexibility provided by delivering freehold tenure allows for land to be used by the Trustee in line with the aspirations of the Noongar people – in accordance with the applicable statutory and policy framework. LGAs will retain standard decision-making powers relevant to the use and management of land, under the Local Planning Scheme / Town Planning Scheme and any applicable statute.

The Noongar Land Estate will be a diverse landholding across the six ILUA Areas and approximately 101 involved LGAs. The consultation process undertaken by DPLH is intended

[Appendix ORD: 12.1.2A]

to ensure that LGAs can disclose relevant information to inform the decision-making of the Trustee as to whether or not the land should be included in the Noongar Land Estate. Decisions around whether or not land is Cultural Land, Development Land or a combination of both is for the Trustee to make in consultation with the relevant Noongar Regional Corporation after land is accepted for transfer, and may have relevance to the future management of the land. However, LGAs can safely assume that land included into the Noongar Land Estate will be used and managed in accordance with the applicable zoning.

WALGA advised DPLH that generally, a Local Government would consult with their local community about changes to the use of Local Government managed land, and that the 40 day consultation timeframe did not allow for this. DPLH responded as follows:

LGAs may elect to undertake consultation with community regarding tenure change proposals, but it is not a requirement of the Strategy nor of the State Government more broadly. DPLH recommends that the standard approach taken by LGAs for any other Crown land administration matters referred by DPLH is the example to follow.

Community consultation may be more appropriate at the point of a development proposal being submitted to the LGA by the Trustee, as all detail requested above would be known and consultation can be well-informed. It is understood that consultation with community on development proposals is commonly undertaken by LGAs before consideration of a proposal by Council.

Please be advised that UCL and UMR (and Crown land more broadly) are the jurisdiction of the Minister for Lands, and while LGAs may have a role in regulating or to an extent managing UCL and UMR, this role does not form an interest in the land or a veto power for tenure proposals over the land.

DPLH made the additional further comment:

DPLH undertakes comprehensive consultation on land under consideration for possible inclusion in the Noongar Land Estate to obtain any and all information that may be relevant to the future use and management of the land by the Trustee. This includes all relevant LGAs and key State Agencies including the Department of Mines, Industry Regulation and Safety, the Department of Biodiversity, Conservation and Attractions and the Department of Water and Environmental Regulation. Service providers are also consulted on each land parcel.

All are provided with a 40 day timeframe for providing a response. At present, DPLH is actively progressing approximately 100,000 hectares of land across the six ILUA Areas through the Phases of the Strategy towards formal offer to the Trustee. The scope of this process is substantial, so the timeframes within the Strategy are critical for ensuring information collection can occur in a timely manner.

3.7. Land Offset Compensation to Local Governments

Shire of Gingin to move:

MOTION

That WALGA advocate to the State Government that the Developer requiring land offsets within another Local Government be required to pay a fee to the Local Government for the loss of rates and ongoing maintenance of infrastructure to the Land.

IN BRIEF

- State Government to legislate that Developers requiring Land Offsets within another Local Government pay for the loss of that rateable land to the Local Government whose land is being used as the offset.

MEMBER COMMENT

It is proposed that Councils similar to the Shire of Gingin who are having large sections of rateable land locked away due to Developer Land Offsets need to be compensated for the loss of revenue.

The Shire of Gingin recently met with the Department of Biodiversity, Conservation and Attractions (DBCA) representatives regarding this matter, and they agreed that the Shire of Gingin is being targeted due to the type of Banksia bush that is within the Shire. The Shire of Gingin is not and will not be the only Local Government targeted through this type of scheme into the future.

The issues for the Shire of Gingin, other Local Governments and future Local Governments are as follows:

1. The requirement of land offsets is currently 1/7. Being that for every acre of land required by a developer, seven acres needs to be provided as offset.
2. What is currently rateable land for the Shire is being purchased and then handed to DPIRD for management.
3. The Shire of Gingin's loss of rates on a once off may seem minimal (last year the reduction was approximately \$10,000) but accumulating every year and then compounding becomes a significant amount of future income.
4. Council still needs to maintain the assets surrounding the site, providing access and egress from the blocks for DBCA and other adjoining ratepayers.
5. The land within the Shire of Gingin is in high demand due to its proximity to the metropolitan area and intensive agriculture and horticulture is dominant.
6. DBCA receives a 7-year management payment from the Developer to manage the newly offset land which is not enough for DBCA to manage the property, yet Council receives nothing other than a negative rates bill and continuous maintenance cost.
7. Whilst the metropolitan based Developer is making large amounts of money from the development and the metropolitan Council is receiving an increased rate book, the loser in the equation is the Local Government where the land is being offset and DBCA.
8. The current amount of non-Rateable land within the Shire is in excess of 30% and growing each year.

[Appendix ORD: 12.1.2A]

9. The additional land that is added to DBCA requires this Department to be appropriately funded, however advice received is that DBCA is underfunded and this in turn affects Local Government in regard to land management and increased fire risk.

The Shire of Gingin is not unique with this matter, however we are being significantly affected at this current time and will be well into the future and as such, request that WALGA advocate to the State to ensure that Local Governments losing rateable land through offset purchases are properly compensated for the loss of rates and continued maintenance.

SECRETARIAT COMMENT

In Western Australia, there are many reasons for land being transferred for public purposes to the Crown. In parts of the State, these lands represent significant portions of the total Local Government area, for example Local Governments with extensive areas of National Parks and State Forest.

The State Government Offsets Register shows offset land acquisitions or land transfers to conservation within these Local Government areas: Shires of Dandaragan, Gingin, Chittering, Waroona, Harvey, Augusta-Margaret River, Cities of Bunbury, Busselton, Mandurah and in the Perth metropolitan region.

Over 50 per cent of new housing construction in the Perth and Peel region is expected to be provided through greenfield development, indicating that the issue identified by the Shire of Gingin is likely to persist.

The requirement to provide environmental offsets is legislated through the Environmental Protection Act 1986 (WA) and under Part 9 of the *Environmental Protection and Biodiversity Conservation Act 1999* (Commonwealth). In Western Australia, offsets are implemented through the WA Environmental Offsets [Framework](#). A [review](#) of this framework was conducted in 2019.

WALGA's comments on the review advocated for adequate resourcing to manage offset lands to address any biosecurity and bush fire risk implications and to require that Local Governments be consulted regarding any proposed offsets in their areas. These points were also raised in WALGA Submissions on the Strategic Assessment for Perth and Peel and the [WA offset metrics guidelines](#).

Under the WA [Environmental Offsets Guidelines](#), it is the responsibility of the proponent to consult all relevant stakeholders regarding offsets, particularly those directly affected, including Local Government. The Guidelines identify the Department of Biodiversity, Conservation and Attractions (DBCA) as the key stakeholder in relation to offset planning due to their role as specialist scientific advisor and manager of the State's conservation lands.

In May 2022, the State Government released the Native Vegetation Policy for Western Australia, with a five year Implementation Roadmap which includes improvements to the environmental offsets framework. This will provide WALGA with the opportunity for continued advocacy on this issue.

3.8. Review of the Rating Methodology used by the Valuer-General

Shire of Serpentine Jarrahdale to move:

MOTION

Advocate for a full review of the rating methodology used by the Valuer-General to value all land in the State of Western Australia.

MEMBER COMMENT

IN BRIEF

- Landgate conducts valuations of property based on the GRV and UV of a property.
- In Victoria valuations are conducted using the capital improved value of a property. This method should be explored.

The Valuer-General is an entity created under the *Valuation of Land Act 1978*. The Valuer-General forms part of Landgate's functions.

Landgate valuers conduct independent valuations of property based on the Gross Rental Values (GRVs) or and Unimproved Values (UVs) of a property.

These valuations are used by local governments, government agencies and emergency services as a basis to determine property rates, service charges and levies as well as land tax.

In Victoria, valuations are conducted using the capital improved value of a property. Capital improved value is based on the value of the land plus the buildings on it and any other capital improvements. This method may provide a more fair and equitable assessment of the value of land across various land uses in Western Australia including agriculture, residential, commercial and mining. This in turn would provide a more fair and equitable basis for local government rating.

A review of rating methodologies set in the *Valuation of Land Act 1978* would ensure that valuation methods relied upon by local government represent the most appropriate method.

SECRETARIAT COMMENT

WALGA currently does not have an advocacy position on which is the most appropriate valuation methodology.

3.9. WA Local Government Rating Model

Shire of Gingin to move:

MOTION

That WALGA advocate to the State Government and the Valuer Generals' Office that a different rating model be trialled across several Councils whereby the Unimproved Value rate is abolished, and all properties are rated for Gross Rental Value or Capital Value.

IN BRIEF

- WALGA to advocate for a full rating process review with potential of removing all UV rates and only rating GRV.

MEMBER COMMENT

The Shire of Gingin and many other Local Governments struggle to have appropriate rates raised that are adequate for the correct use of the land within the Shire that addresses the impacts that these ratepayers have on the Shire's Assets.

For example, within the Shire of Gingin, there are large numbers of Unimproved Value (UV) rated properties that have large scale infrastructure servicing significant commercial operations but are captured within the definition as a Rural Pursuit. Some of these properties have tens of millions of dollars of infrastructure but only contribute a UV valuation and an additional differential rate.

If all properties were rated Gross Rental Value (GRV) or the rates based on Capital Value (value that the land would likely sell for on the open market), all rural land would still hold an appropriate GRV/Capital Value that would not be too dissimilar to their current rates, however those that intensify their land would achieve a naturally higher GRV/Capital Value making the rating across a Shire far more equitable, easier to manage and would simplify and reduce the cost of the valuation process.

Whilst not every Council may wish to take this step, it is proposed that the Local Government has the ability to review and decide if it wishes to remove the UV rate. With the Valuer Generals' Office conducting routine valuations for both UV and GRV it would not be out of the question for the valuation to be changed to meet this process.

It is noted that within South Australia and Victoria 89% of the Local Governments use Capital Value, Tasmania is progressing to Capital Value whilst New South Wales is based on Land Value only, Northern Territory is based only on Unimproved Capital Value, Queensland is Site Value and Unimproved Value and the ACT is Unimproved Value only. It is clear that whilst there is a range of valuations across Australia there is a bias growing towards utilising Capital Value of Land.

For example, we have a location within the Shire that has a water license and two bore holes. Whilst this is the extent of the infrastructure, they pump water out 24/7 for bottling in Perth, a GRV/Capital Value would be much higher in value to Council than the minimum rates currently being received. This company has significant heavy vehicles utilising Council roads every day of the week to keep up with the demand and creates significant road maintenance issues for Council.

The impacts of water licenses within the Shire have been dramatic as they are now a strong trading commodity and have doubled the value of land with a water license, yet it is not being considered by the Valuer Generals' Office as part of the overall valuation assessment of the land. Water licenses are incredibly valuable to producers as it increases their productivity and profits from smaller properties and as water licenses are very difficult to access, as allocations are full in most areas, many are trading or selling off portions of licenses clearly showing that water licenses have an inherent value that is increasing rapidly.

[Appendix ORD: 12.1.2A]

Again, the Shire calls on WALGA to advocate to the Minister and Valuer Generals' Office to undertake a review of the rating system to either abolish the UV valuation or provide the ability for the Local Government to choose its rating structure.

SECRETARIAT COMMENT

WALGA currently does not have an advocacy position on which is the most appropriate valuation methodology.

3.10. Reform of the *Cat Act 2011*

Shire of Capel to move:

MOTION

That the WA Local Government sector requests the WA State Government prioritise reforms to the *Cat Act 2011*, in accordance with the Statutory Review undertaken and tabled in the State Parliament on 27 November 2019.

MEMBER COMMENT

Background

The Western Australian State Government through the (then) Department of Local Government released a Discussion Paper (January 2011) titled *Proposal for Domestic Cat Control Legislation*.

This consultation and proposed reform process ultimately led to the *Cat Act 2011* (Cat Act) receiving Royal Assent on 1 November 2012. The Cat Act fully commenced in 2013 and was introduced to:

- provide for the control and management of cats; and
- promote and encourage the responsible ownership of cats, and for related matters.

The Department of Local Government, Sport and Cultural Industries (DLGSC) commenced a statutory review of the *Cat Act 2011* and the *Dog Amendment Act 2013* in May 2019. The review undertaken by DLGSC was tabled in the WA Parliament by the Minister for Local Government on 27 November 2019.

Findings of the Review in relation to Cat Act included:

2. Registration of cats is strongly supported. The current three options for periods of registration should remain.
3. Registration periods for cats and dogs should be the same.
4. A central registration database for cats should be explored.
5. Feedback indicated that the wearing of collars and tags achieves the purpose of enabling a cat to be identified by rangers — including making it obvious that it is a domestic cat that has an owner. There is strong support for this to continue with no change.
6. Strong support from the public, local governments and industry exists for the practice of microchipping cats to continue.
7. Improvements could be made to the way microchip details are stored — this could be in either a national or State-based database.
8. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a cat is transferred to a new owner and the need to keep information up-to-date, is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible cat owner.
9. There is strong support for cat numbers and confinement/curfews of cats to be implemented State-wide (in legislation) rather than through individual local laws — to provide consistency among local governments.
10. As a means of controlling cat numbers, there were multiple requests in the feedback received for the Cat Act to be brought into alignment with the Dog Act by placing greater restrictions on cat owners in relation to the number of cats that people can own.
11. The provisions in the Cat Act for cats to be sterilised should remain.
12. Feedback indicated that the age of cat sterilisation should be lowered, although further expert consultation on this will be needed.

IN BRIEF

- Statutory review into the *Cat Act 2011* was undertaken in 2019.
- No reforms or amendments to the Cat Act have resulted from the review.
- Request that WALGA advocate for the reforms to be undertaken.

[Appendix ORD: 12.1.2A]

Outcomes from the Statutory Review were:

- The *Dog Amendment (Stop Puppy Farming) Act 2021* received Royal Assent on 22 December 2021 with the aim to:
 - to amend the Dog Act 1976 to provide for matters relating to the sterilisation and breeding of dogs and the supply of dogs to and by relevant pet shop businesses;
 - to amend the Dog Act 1976 and the Cat Act 2011 to provide for a centralised registration system; and
 - to make other amendments to the Dog Act 1976

No further amendments, nor reforms of the *Cat Act 2011* have occurred since.

Comment

Any proposed changes to cat control measures should include public consultation.

The Shire of Capel hopes the State Government prioritises reforms of the Cat Act, similar to recent reforms with the Dog Act and Animal Welfare regulations.

The Shire of Capel supports a review of current cat control measures and to look at initiatives to better protect native wildlife, along with an accompanying education campaign.

Many Local Governments throughout the State have looked at similar reforms recently, however the current Act inhibits the control of cats and their impacts on native wildlife.

Shire understands that many people in the community love cats, with reforms looking to find a balance between valued family pets and protecting our unique and in some cases, endangered native animals.

SECRETARIAT COMMENT

This is a developing issue in the sector. A number of Local Governments have already attempted to make Cat Local Laws that seek to prohibit cats from roaming, require cats to be securely kept on premises of the owner, and prohibited from being in any public place. Parliament's Delegated Legislation Committee has disallowed a number of such attempts on the grounds that the local law-making head of power in the Cat Act does not contemplate local laws to be made for these purposes.

The Committees views are summarised in this excerpt from the Annual Report 2016 (Report 89 at 5.32):

In each of these cases, the Committee considered that the relevant provisions of the local law were inconsistent with or repugnant to the provisions of the Cat Act 2011 which:

- *allow for cats to be in public places unless they do not comply with the provisions of the Act requiring registration, microchipping and sterilisation*
- *empower the making of local laws prohibiting cats in certain specified areas.*

WALGA's current advocacy position supports a review of the Cat Act that will introduce broader powers of cat control.

3.11. WALGA Best Practice Governance Review – Principles

Executive Member to move:

MOTION

That:

1. The update on the Best Practice Governance Review project be noted, and
2. The principles to inform WALGA's future governance model, as follows and as per the attached *Principles* document, be endorsed:
 - a. **Representative** – WALGA unites and represents the entire Local Government sector in WA and understands the diverse nature and needs of members, regional communities and economies.
 - b. **Responsive** – WALGA is an agile association which acts quickly to respond to the needs of members and stakeholders.
 - c. **Results Oriented** – WALGA dedicates resources and efforts to secure the best outcomes for Local Government and supports the delivery of high-quality projects, programs and services.

IN BRIEF

- State Council commissioned a Best Practice Governance Review to consider and engage with members on alternative governance models.
- The Steering Committee, appointed by State Council to oversee the project, has put forward principles to the 2022 Annual General Meeting for member consideration.
- The principles have been endorsed by State Council at their 22 August 2022 Special Meeting.
- Following consideration of the principles, a thorough consultation and engagement process will be undertaken with members on potential future models.

ATTACHMENT

- *WALGA Best Practice Governance Review: Principles*

BACKGROUND

State Council commissioned the WALGA Best Practice Governance Review in March 2022 to ensure that WALGA's governance model is contemporary and agile and maximises engagement with members.

Governance Reviews allow organisations to re-examine their membership structure, constitution, board role, board composition, governance approach and policies.

For WALGA, the Best Practice Governance Review represents an opportunity to review and reshape the governance model to ensure WALGA is well-placed to:

- Deliver strong, clear, focused, and consistent policy positions on strategic matters of the most importance to Local Governments in WA,
- Drive advocacy outcomes and impact on behalf of Local Government in WA, and the communities they serve, and
- Embed agility and responsiveness, ensuring member concerns are heard, respected, and represented in a timely, efficient, and effective manner.

There are several drivers for the review.

WALGA's [Corporate Strategy 2020-2025](#) identifies the governance model as a key enabler of performance, with the following description: *We have contemporary governance and engagement models.*

Member and stakeholder feedback from a range of sources over several years has highlighted dissatisfaction with the governance model. Specifically, feedback relates to:

[Appendix ORD: 12.1.2A]

- **Structure** – WALGA’s governance structure is seen by members and stakeholders as creating roadblocks, hindering decision-making, and holding WALGA back.
- **Responsiveness** – there is a perception among members and stakeholders that WALGA’s governance model is slow and bureaucratic in an environment that requires agility.
- **Prioritisation and focus** – members and stakeholders acknowledge the challenges of developing unified Local Government policy positions and advocacy priorities given the diversity of Local Government sector interests.
- **Transparency and accountability** – feedback from members and stakeholders suggests that WALGA should be more transparent about its decision-making processes.
- **Zones** – Feedback from members and stakeholders in relation to Zones and Zone meetings is mixed. A proportion of WALGA’s membership believes that Zones are not as representative, strategic nor effective as they potentially could be.

Legislative reforms could also impact WALGA’s governance arrangements. The Minister for Local Government’s reforms to the *Local Government Act 1995* propose to remove WALGA from being constituted under the Local Government Act. Secondly, the Review of WA’s *Industrial Relations Act 1979* provides an opportunity for WALGA to be constituted as a registered employer organisation, which would enable WALGA to make applications in its own right on behalf of the sector.

Following several reviews and amendments, the Best Practice Governance Review also represents an opportunity to ensure alignment between WALGA’s governance documentation. In addition, State Council resolved in September 2021 for amendments to the Constitution to be developed to deal with matters related to State Councillors’ candidature for State or Federal elections.

To undertake the Best Practice Governance Review, State Council appointed a Steering Committee comprising the following members:

President Cr Karen Chappel JP	WALGA President (Chair)
Cr Paul Kelly	WALGA Deputy President
President Cr Phil Blight	Country State Councillor
Mayor Carol Adams OAM	Metropolitan State Councillor
President Cr David Menzel, Shire of Wyndham East Kimberley	Country Elected Member
Mayor Albert Jacob, City of Joondalup	Metropolitan Elected Member
Andrew Sharpe, City of Albany	Country Chief Executive Officer
David MacLennan, City of Vincent	Metropolitan Chief Executive Officer
Nick Sloan	WALGA Chief Executive Officer

The Steering Committee is supported by consultants PwC and WALGA officers, Tony Brown, Executive Director Member Services, Tim Lane, Manager Corporate and Association Governance, and Kathy Robertson, Executive Officer Governance.

The Steering Committee has met five times to late August and has:

- Endorsed terms of reference and an overarching project plan
- Considered the 2019 review including previous deliberations and outcomes
- Commissioned and considered work on comparator membership-based advocacy organisations:
 - Australian Hotels Association (AHA)
 - Australian Medical Association (AMA)
 - Chamber of Minerals and Energy (CME)
 - Chamber of Commerce and Industry (CCI)

[Appendix ORD: 12.1.2A]

- Pharmacy Guild of WA
- Reviewed governance models of Local Government Associations in other States and New Zealand:
 - Local Government New South Wales (LGNSW)
 - Municipal Association of Victoria (MAV)
 - Local Government Association of Tasmania (LGAT)
 - Local Government Association of South Australia (LGASA)
 - Local Government Association of Queensland (LGAQ)
 - Local Government Association of the Northern Territory (LGAT)
 - Local Government New Zealand (LGNZ)
- Adopted a timeline for the way forward including member consultation and engagement, and
- Endorsed principles to be presented to the membership at the 2022 Annual General Meeting as per this agenda item.

SECRETARIAT COMMENT

Supported by State Council, the Steering Committee is putting forward principles to this Annual General Meeting to gauge member support for progressing the Best Practice Governance Review to the development of potential options for member consultation and engagement.

The principles put forward by the Steering Committee and endorsed by State Council at their 22 August 2022 Special Meeting, will guide the development of potential models for member consultation.

As per the attached Principles document, the three principles – Representative, Responsive and Results Oriented – comprise three or four components, component descriptions and governance implications.

Embedded in the governance implications are considerations for potential changes as well as principles that will be adhered to in the development of model options.

For instance, the principles propose that WALGA's governing body will:

- Maintain equal metropolitan and country representation,
- Continue the practice of electing the President from and by the governing body, and
- Facilitate responsive decision making with clear processes for members to influence policy and advocacy.

Potential models may be considered by the Steering Committee, and subsequently State Council and WALGA members, that could:

- Potentially lead to a reduction in the size of the governing body,
- Consider alternative election arrangements to the governing body, and
- Consider alternative arrangements to the existing Zones.

Following consideration of the principles at the 2022 Annual General Meeting, as per this item, an extensive consultation and engagement process will be undertaken with members on potential governance model options.

The consultation and engagement process will be undertaken during October, November, and December 2022. Feedback from member submissions, workshops, and discussions will inform a final report to be considered at February 2023 Zone meetings and subsequently, the March 2023 State Council meeting.

[Appendix ORD: 12.1.2A]

Constitutional amendments will then be prepared for consideration by State Council followed by the broader membership at the 2023 Annual General Meeting. As per WALGA's Constitution, amendments to the Constitution require endorsement by a 75 percent majority at both State Council and a general meeting of members.

The principles are put forward for member consideration.

[Appendix ORD: 12.1.2A]

Item 3.11 – Attachment: WALGA Best Practice Governance Review Principles

	Principle	Principle component	Component description	Governance implications
Representative	WALGA unites and represents the entire local government sector in WA and understands the diverse nature and needs of Local Government members, regional communities and economies.	Composition	The composition of WALGA's governance model represents Local Government members from metropolitan and country councils	The governing body will maintain equal country and metropolitan local government representation
		Size	An appropriate number of representatives oversees WALGA's governance	Potential reduction in the size of the overarching governing body
		Diversity	WALGA's governance reflects the diversity and experience of its Local Government members	Potential for the introduction of a mechanism to ensure the governance model comprises an appropriate diversity of skills and experience
		Election Process	Considers the processes by which WALGA's governance positions are elected and appointed	Consideration of alternative election and appointment arrangements, with the President to be elected by and from the governing body
Responsive	WALGA is an agile association which acts quickly to respond to the needs of Local Government members and stakeholders.	Timely Decision Making	WALGA's governance supports timely decision making	WALGA's governance model facilitates responsive decision making
		Engaged Decision Making	WALGA's Local Government members are engaged in decision making processes	WALGA's governance model facilitates clear and accessible processes for Local Government members to influence policy and advocacy with consideration to alternatives to the existing zone structure
		Agility	Considers the flexibility of WALGA's governance to adapt to changing circumstances	WALGA's governance model is agile and future proofed for external changes
Results Oriented	WALGA dedicates resources and efforts to secure the best outcomes for Local Government members and supports the delivery of high-quality projects, programs and services.	Focus	Considers the clarity and separation of responsibilities and accountabilities of WALGA's governance	Governance bodies have clearly defined responsibilities and accountabilities, with the capacity to prioritise and focus on strategic issues
		Value Added Decision Making	Facilitates opportunities for value to be added to decision making	Adoption of best practice board processes, and introduction of governance structures that are empowered to inform decisions
		Continuous Improvement	Considers regular review processes for components of the governance model, their purpose and achieved outcomes	WALGA's governance is regularly reviewed every 3 to 5 years to ensure the best outcomes are achieved for Local Government members

4. Closure

The Chair declared the meeting closed at ____pm.

Attachment 1: AGM Association Standing Orders

- | | |
|--|---|
| <p>1. INTERPRETATIONS
For the purposes of these Standing Orders, if not inconsistent with the context, the following words shall have the following meanings:</p> <p>1.1 "Absolute Majority" means:
a majority of delegates of the Association whether present and voting or not.</p> <p>1.2 "Association" means:
all or any part of the Western Australian Local Government Association.</p> <p>1.3 "Delegate or Deputy Delegate" means:
those persons duly nominated, from time to time, to represent a Member Local Government at a meeting of the Association.</p> <p>1.4 "Deputy President" means:
the Deputy President for the time being of the Association.</p> <p>1.5 "Meeting" means:
an Annual or Special General Meeting of the Association.</p> <p>1.6 "Member Local Government" means:
a Local Government admitted to ordinary membership of the Association in accordance with the provisions of the Constitution.</p> <p>1.7 "President" means:
the President for the time being of the Association.</p> <p>1.8 "Simple Majority" means:
a majority of the delegates from the Association that are present and voting.</p> <p>2. CONDUCT OF MEETINGS
The proceedings and business of meetings of the Association shall be conducted according to these Standing Orders.</p> <p>3. NOTICE OF MEETING</p> <p>3.1 Annual General Meeting
The Chief Executive Officer of the Association shall give at least ninety (90) days notice of an Annual General Meeting to all Member Local Governments, advising of the closing date for submission of motions for inclusion on the agenda.</p> <p>3.2 Special General Meeting
A Special General Meeting of the Association is to be held if a request is received by the Association President, in accordance with the requirements of the Association's Constitution. No business shall be transacted at a Special General Meeting other</p> | <p>than that for which the Special General Meeting was called.</p> <p>3.3 Notice shall be given at the destinations appearing in the records of the Association.</p> <p>Notice will be deemed to have been delivered immediately if transmitted electronically or on the second working day after posting.</p> <p>4. QUORUM</p> <p>4.1 The Association shall not conduct business at a meeting unless a quorum is present.</p> <p>4.2 At any meeting of the Association greater than one half of the delegates who are eligible to vote must be present to form a quorum.</p> <p>4.3 The Association is not to transact business at a meeting unless a quorum is present.</p> <p>4.4 If a quorum has not been established within the 30 minutes after a meeting is due to begin then the Association can be adjourned –</p> <ul style="list-style-type: none"> (a) by the President or if the President is not present at the meeting, by the Deputy President; (b) if neither the President nor Deputy President is present at the meeting, by a majority of delegates present; (c) if only one delegate is present, by that delegate; or (d) if no delegate is present, by the Chief Executive Officer or a person authorised by the Chief Executive Officer. <p>4.5 If at any time during a meeting a quorum is not present, the President shall thereupon suspend the proceedings of the meeting for a period of five (5) minutes and if a quorum is not present at the expiration of that period, the meeting shall be deemed to have been adjourned and the person presiding is to reschedule it for some future time.</p> <p>4.6 Notice of a meeting adjourned because of absence of a quorum is to be given to all Member Local Governments.</p> <p>5. MEETINGS OPEN TO THE PUBLIC
The business of the Association shall be open to the public except upon such occasions as the Association may by resolution otherwise decide.</p> <p>6. ORDER OF BUSINESS
Unless the Association should decide otherwise, the order of business at meetings of the Association, with the exception of special meetings or an adjourned meeting, shall be as follows:</p> |
|--|---|

[Appendix ORD: 12.1.2A]

- (a) Record of attendance and apologies;
- (b) Announcements;
- (c) Confirmation of minutes of previous meetings;
- (d) President's report;
- (e) Financial report for the financial year; and
- (f) Consideration of Executive and Member Motions.

7. VOTING ENTITLEMENTS

- 7.1 Each Member Local Government shall be entitled to be represented at any meeting of the Association.
- 7.2 Only eligible and registered delegates may vote.
- 7.3 A delegate shall be entitled to exercise one vote on each matter to be decided. Votes are to be exercised in person.
- 7.4 A delegate unable to attend any meeting of the Association shall be entitled to cast a vote by proxy.
- 7.5 A proxy shall be in writing and shall nominate the person in whose favour the proxy is given, which person need not be a delegate. Proxy authorisations shall be delivered to the Chief Executive Officer of the Association before the commencement of the meeting at which the proxy is to be exercised and shall be signed by the delegate or by the Chief Executive Officer of the Member Local Government that nominated the delegate.

8. SPECIAL URGENT BUSINESS

At any time during a meeting a delegate may, with the approval of an absolute majority, introduce a motion relating to special urgent business that calls for an expression of opinion from the meeting.

In presenting an item of special urgent business, a delegate shall have sufficient copies of the motion in writing for distribution to all delegates present at the meeting and, where practicable, give prior notice to the President of such intention.

9. PRESIDENT

In the construction of these Standing Orders unless the context requires otherwise, the word "President" shall in the absence of the President include the Deputy President or the delegate chosen by resolution to preside at any meeting of the Association.

10. DELEGATE AND DEPUTY DELEGATE

- 10.1 In the construction of these Standing Orders unless the context requires otherwise, the word "delegate" shall in the absence of the delegate include the deputy delegate.
- 10.2 A deputy delegate acting in the capacity of a delegate unable to attend a meeting of the Association shall exercise all rights of that delegate.

11. PRESIDENT TO PRESIDE

- 11.1 The President shall preside at all meetings of the Association, but in absence of the President, the Deputy President shall preside.
- 11.2 In the absence of the President and the Deputy President, the delegates shall choose by resolution, a delegate present to preside at the meeting.

12. SPEAKING PROTOCOL

- 12.1 Only registered delegates and members of the Association's State Council shall be entitled to speak at meetings of the Association.
- 12.2 The first person that is entitled to speak at a meeting who attracts the attention of the person presiding shall have precedence in speaking.
- 12.3 Speakers are to use the microphones supplied.
- 12.4 When addressing a meeting, speakers are to:
 - (a) rise and remain standing unless unable to do so by reason of sickness or disability;
 - (b) address the meeting through the person presiding;
 - (c) state their name and Local Government before otherwise speaking;
 - (d) refrain from reading comment printed in the agenda paper in support of a motion, but may identify key points or make additional comment; and
 - (e) refrain from using provoking or discourteous expressions that are calculated to disturb the peaceful current of debate.
- 12.5 Mobile phones shall not be switched on while the meeting is in session.

13. DEBATE PROCEDURES

- 13.1 A delegate moving a substantive motion may speak for –
 - (a) 5 minutes in his or her opening address; and
 - (b) 3 minutes in exercising the right of reply.
- 13.2 Other speeches for or against motions are to be limited to 3 minutes unless consent of the meeting is obtained which shall be signified without debate.
- 13.3 No delegate, except the mover of a motion in reply, is to speak more than once on the same motion except by way of personal explanation.
- 13.4 As soon as the right of reply has been exercised, the motion is to be forthwith put to the vote without further comment.
- 13.5 No discussion shall take place on any motion unless it is moved and seconded. Only one amendment on any one motion shall be received at a time, and such amendment shall be disposed of before any further amendment can be

[Appendix ORD: 12.1.2A]

received. Any number of amendments may be proposed.

13.6 The provisions of these Standing Orders applicable to motions apply mutatis mutandis to amendments, except that the mover of an amendment shall have no right of reply.

13.7 When a motion has been moved and seconded, the person presiding shall at once proceed to take a vote thereon unless a delegate opposes it or an amendment is proposed.

13.8 No more than two delegates shall speak in succession on one side, either for or against the question before the meeting, and if at the conclusion of the second speaker's remarks, no delegate speaks on the other side, the motion or amendment may be put to the vote.

13.9 Notwithstanding clause 13.7, where a composite motion is moved which embodies the core aspects of subsequent motions listed on the agenda, a delegate whose motion has been superseded shall have the opportunity to speak on the question of the composite motion before it is put.

Once a composite motion has been carried, no further debate shall be permitted in respect of the superseded motions.

13.10 At any time during a debate, but after the conclusion of a delegate's comments, a delegate who has not spoken during the debate may move, without discussion, "that the question be now put". If that motion is seconded and carried by a majority, the question shall be submitted at once to the meeting, after the mover has replied.

14. QUESTIONS

Any delegate seeking to ask a question at any meeting of the Association shall direct the question to the President.

15. POINT OF ORDER

A delegate who is addressing the President shall not be interrupted except on a point of order, in which event the delegate shall wait until the delegate raising the point of order has been heard and the question of order has been disposed of, whereupon the delegate so interrupted may, if permitted, continue.

16. MOTION - SUBSTANCE TO BE STATED

A delegate seeking to propose an original motion or amendment shall state its substance before addressing the meeting thereon and, if so required by the President, shall put the motion or amendment in writing.

17. PRIORITY OF SPEAKERS

If two or more delegates wish to speak at the same time, the President shall decide who is entitled to priority.

18. PRESIDENT TO BE HEARD

Whenever the President signifies a desire to speak during a debate, any delegate speaking or offering to speak is to be silent, so that the President may be heard without interruption.

19. WITHDRAWAL OF MOTION

A motion or amendment may be withdrawn by the mover with the consent of the meeting, which shall be signified without debate, and it shall not be competent for any delegate to speak upon it after the mover has asked permission for its withdrawal, unless such permission has been refused.

20. PRESIDENT MAY CALL TO ORDER

The President shall preserve order, and may call any delegate to order when holding an opinion that there shall be cause for so doing.

21. RULING BY PRESIDENT

The President shall decide all questions of order or practice. The decision shall be final and be accepted by the meeting without argument or comment unless in any particular case the meeting resolves that a different ruling shall be substituted for the ruling given by the President. Discussions shall be permitted on any such motion.

22. RESOLUTIONS

22.1 Except as otherwise provided in the Association Constitution and these Standing Orders, all motions concerning the affairs of the Association shall be passed by a simple majority.

22.2 Any matter considered by the Association at a Special Meeting shall not be passed unless having received an absolute majority.

23. NO DISCUSSION

Where there is no discussion on a motion, the President may deem the motion to be passed unless the meeting resolves otherwise.

24. PERMISSIBLE MOTIONS DURING DEBATE

24.1 When a motion is under debate, no further motion shall be moved except the following:

- (a) that the motion be amended;
- (b) that the meeting be adjourned;
- (c) that the debate be adjourned;
- (d) that the question be now put;
- (e) that the meeting proceed with the next item of business; or
- (f) that the meeting sits behind closed doors.

24.2 Any delegate who has not already spoken on the subject of a motion at the close of the speech of any other delegate, may move without notice any one of the motions listed in clause 24.1 (b)-(f) and, if the motion is seconded, it shall be put forthwith.

[Appendix ORD: 12.1.2A]

- 24.3** When a debate is adjourned, the delegate who moves the adjournment shall be the first to speak on the motion when the debate is resumed unless the delegate advises of no desire to speak on the motion. Where this occurs, the President shall then call for further speakers, with the exception of those delegates who have previously spoken (unless the meeting otherwise agrees).
- 25. RESCISSION OF RESOLUTION**
- 25.1 At the same meeting**
Unless a greater majority is required for a particular kind of decision under the Standing Orders (in which event that shall be the majority required), the Association may, by simple majority at the same meeting at which it is passed, rescind or alter a resolution if all delegates who were present at the time when the original resolution was passed are present.
- 25.2 At a Future Meeting**
Unless a greater majority is required for a particular kind of decision under the Standing Orders (in which event that shall be the majority required), the Association may rescind or alter a resolution made at an earlier meeting:
(a) by simple majority, where the delegate intending to move the motion has, through the Chief Executive Officer, given written notice of the intended motion to each delegate at least seven (7) days prior to the meeting; or
(b) by absolute majority, in any other case.
- 26. METHOD OF TAKING VOTES**
The President shall, in taking a vote on any motion or amendment, put the question first in the affirmative, and then in the negative and may do so as often as is necessary to enable formation and declaration of an opinion as to whether the affirmative or the negative has the majority on the voices or by a show of hands or by an electronic key pad voting system.
- 27. DIVISION**
The result of voting openly is determined on the count of official voting cards and, immediately upon a vote being taken, a delegate may call for a division.
- 28. ALL DELEGATES TO VOTE**
- 28.1** At meetings of the Association, a delegate present at the meeting when a question is put shall vote on the question.
- 28.2** Each delegate shall be entitled to exercise one deliberative vote on any matter considered.
- 29. PRESIDENT'S RIGHT TO VOTE**
The President shall have a casting vote only.
- 30. SUSPENSION OF STANDING ORDERS**
- 30.1** In cases of urgent necessity or whilst the Association is sitting behind closed doors, any of these Standing Orders may be suspended on a motion duly made and seconded, but that motion shall not be declared carried unless a simple majority of the delegates voting on the question have voted in favour of the motion.
- 30.2** Any delegates moving the suspension of a Standing Order shall state the object of the motion, but discussion shall not otherwise take place.
- 31. NO ADVERSE REFLECTION ON ASSOCIATION**
A delegate shall not reflect adversely upon a resolution of the Association, except on a motion that the resolution be rescinded.
- 32. NO ADVERSE REFLECTION ON DELEGATE**
A delegate of the Association shall not reflect adversely upon the character or actions of another delegate nor impute any motive to a delegate unless the Association resolves, without debate, that the question then before the Association cannot otherwise be adequately considered.
- 33. MINUTES**
- 33.1** The Chief Executive Officer of the Association is to cause minutes of the meeting to be kept and preserved.
- 33.2** The minutes of a meeting are to be submitted to the next Annual or Special General Meeting for confirmation.
- 33.3** Copies of the minutes will be supplied to all delegates prior to the meeting.

Annual General Meeting

Minutes

Monday, 20 September 2021

Crown Perth, Grand Ballroom

Table of Contents

Annual General Meeting – Order of Proceedings	3
1. Attendance, Announcements, Standing Orders and Previous Minutes	3
1.1 Record of Apologies	3
1.2 Announcements	3
1.3 Adoption of AGM Association Standing Orders	3
1.4 Confirmation of Minutes	3
2. Adoption of Annual Report	3
3. Consideration of Executive and Member Motions	5
3.1. Amendments to WALGA's Constitution (01-001-01-0001 TL)	5
3.2. Cost of Regional Development	8
3.3. CSRFF Funding Pool and Contribution Ratios	9
3.4. Regional Telecommunications Project	11
3.5. Review of the Environmental Regulations for Mining	13
4. Closure	4



MINUTES

WALGA

Annual General Meeting

Held at

Crown Perth, Grand Ballroom

Monday, 20 September 2021

The meeting commenced at 12:10pm

Annual General Meeting – Order of Proceedings

1. Attendance, Announcements, Standing Orders and Previous Minutes

1.5 Record of Apologies

- Town of Bassendean
- Shire of Meekatharra
- Shire of Williams

1.6 Announcements

Nil

1.7 Adoption of AGM Association Standing Orders

The AGM Association Standing Orders are contained within this Agenda (Attachment 1).

Moved: Cr Julie Brown, City of Gosnells
Seconded: Cr Frank Johnson, Shire of Gingin

That the AGM Association Standing Orders be adopted.

CARRIED

1.8 Confirmation of Minutes

The Minutes of the 2020 WALGA Annual General Meeting are contained within this Agenda (Attachment 2).

Moved: Cr Kevin Trent, Shire of York
Seconded: Cr Frank Cvitan, City of Wanneroo

That the Minutes of the 2020 WALGA Annual General Meeting be confirmed as a true and correct record of proceedings.

CARRIED

2. Adoption of Annual Report

The 2021 Annual Report, including the 2020/21 Audited Financial Statements, was distributed to members separately.

Moved: President Cr Karen Chappel, Shire of Morawa
Seconded: Mayor David Goode, City of Gosnells

That the 2021 Annual Report, including the 2020/21 Audited Financial Statements, be received.

CARRIED



3. Consideration of Executive and Member Motions

As per motions listed.

4. Closure

There being no further business the Chair declared the meeting closed at **12:56pm**.

3. Consideration of Executive and Member Motions

3.1 Amendments to WALGA's Constitution (01-001-01-0001 TL)

Executive Member to move:

SPECIAL MAJORITY REQUIRED

Moved: President Cr Tony Dean, Shire of Nannup

Seconded: Mayor Logan Howlett, City of Cockburn

That the WALGA Constitution be amended as follows:

1. INSERT Definition – “*Present*” means attendance in person or by electronic means deemed suitable by the Chief Executive Officer.
2. Clause 5 (10) – DELETE “and Associate Members”.
3. Clause 5 (11) – DELETE “Ordinary Member or”, REPLACE “State Council” with “Chief Executive Officer” in the first sentence, INSERT “or its delegate” after State Council in the second sentence.
4. Clause 6 (3) – REPLACE “31 May” with “30 June”.
5. Clause 7 (2) – REPLACE “30 June” with “31 July”.
6. Clause 11 (1) – after Chief Executive Officer, INSERT “in accordance with the Corporate Governance Charter”.
7. Clause 11 (2) – after Chief Executive Officer INSERT “by providing notice to State Councillors of the date, time, place and purpose of the meeting”
8. DELETE Clause 11 (3)
9. Clause 12 (1) – DELETE “as, being entitled to do so, vote in person”
10. DELETE Clause 12 (2)
11. Clause 12 (3) – DELETE “as, being entitled to do so, vote in person”
12. Clause 12 (4) – DELETE “as, being entitled to do so, vote in person”
13. Clause 16 (1) & (2) – After Any election INSERT “other than to elect the President or Deputy President”, REPLACE “generally in accordance with the provisions of the *Local Government Act 1995* as amended (2) For the purposes of the election referred to in sub-section (1)” with “as follows”.
14. Clause 16 (2) (f) – REPLACE two instances of “2” with “1”.
15. INSERT Clause 16A – Election Procedure – President and Deputy President
 - (1) An election to elect the President or Deputy President shall be conducted as follows:
 - (a) the Chief Executive Officer or his/her delegate shall act as returning officer;
 - (b) representatives are to vote on the matter by secret ballot;
 - (c) votes are to be counted on the basis of “first-past-the-post”;
 - (d) the candidate who receives the greatest number of votes is elected;
 - (e) if there is an equality of votes between two or more candidates who are the only candidates in, or remaining in, the count, the count is to be discontinued, and the meeting adjourned for not more than 30 minutes;
 - (f) any nomination for the office may be withdrawn, and further nominations may be made, before or when the meeting resumes;
 - (g) when the meeting resumes, an election will be held in accordance with sub-sections 1(a), 1(b), 1(c) and 1 (d);
 - (h) if two or more candidates receive the same number of votes so that sub-section 1(d) cannot be applied, the Chief Executive Officer is to draw lots

IN BRIEF

- A number of amendments are proposed to the WALGA Constitution.
- The proposed amendments were endorsed by a special majority of State Council at the meeting on 7 July 2021.

in the presence of any scrutineers who may be present to determine which candidate is elected.

16. Clause 21 (4) – REPLACE “Chairman” with “Chair”.
17. Clause 22 (1) – REPLACE “in August or September of” with “prior to 31 October”.
18. Clause 22 (3) – DELETE “in person”
19. DELETE Clause 22 (4) (b).
20. Clause 23 (3) – DELETE “in person”
21. Clause 24 (2) – DELETE “and of which vote is to be exercised in person”
22. Clause 24 (4) – DELETE “as, being entitled to do so, vote in person”
23. Clause 28 (1) – DELETE “The common seal shall be held in the custody of the Chief Executive Officer at all times.”
24. Clause 29 (1) – DELETE “as, being entitled to do so, vote in person”
25. Clause 29 (2) – DELETE “as, being entitled to do so, vote in person”
26. Clause 31 (4) (c) – DELETE “and Regional Development”.

CARRIED BY SPECIAL MAJORITY

Executive Summary

- A number of amendments are proposed to the WALGA Constitution;
- Amendments are necessary:
 - To remove requirements for delegates to attend annual and special general meetings in person; and,
 - As a result of WALGA's change of financial year end to 30 June, from the previous 31 May year end.
- Other amendments are proposed to:
 - Allow a second vote to be conducted if two candidates tie in an election for President or Deputy President;
 - Clarify the application process for Ordinary and Associate Members;
 - Simplify the process for providing notice of State Council meetings;
 - Allow motions at Special State Council meetings to be passed with a simple, as opposed to absolute, majority, except as required elsewhere in the Constitution, such as the absolute majority requirement to adopt the budget; and,
 - Tidy up outdated wording.
- The proposed amendments to the Constitution were passed at the 7 July 2021 State Council meeting by a Special Majority.
- Consequently, these Constitutional Amendments are now being put to the 20 September 2021 Annual General Meeting.

Attachment

- [WALGA Constitution – Proposed Amendments Mark-Up](#)

Background

Amendments to the Constitution are required to allow delegates to attend and vote virtually through a videoconference, webinar or other platform at Annual or Special General Meetings of the Association if required.

In addition, WALGA has this year changed its financial year end from 31 May to 30 June. The 30 June year end means that WALGA's financial year now aligns with Local Governments' year end. Amendments to clauses relating to the budget, termination of membership and the timeframe for holding the AGM are required as a result of this change.

[Appendix ORD: 12.1.2A]



The requirement to amend the Constitution has provided an opportunity to amend the election procedure for WALGA President and Deputy President. The proposed change would enable a second ballot to be held if two or more candidates are tied for the position. This aligns with the procedure in the *Local Government Act 1995* for the election by Council of Mayors, Presidents, Deputy Mayors and Deputy Presidents.

Other minor changes to remove outdated and tidy up wording are proposed, as per the mark-up version of the Constitution attached.

Comment

Amendments to the Constitution require endorsement by a special (75 percent) majority at State Council, as well as a 75 percent majority at an Annual General Meeting or Special General Meeting.

As the proposed amendments were endorsed by State Council at the 7 July meeting, they are now being put to the 20 September 2021 WALGA Annual General Meeting

3.2 Cost of Regional Development

Shire of Gnowangerup Delegate to move:

Moved: Cr Fiona Gaze, Shire of Gnowangerup

Seconded: Cr Greg Stewart, Shire of Gnowangerup

That WALGA makes urgent representation to the State Government to address the high cost of development in regional areas for both residential and industrial land, including the prohibitive cost of utilities headworks, which has led to market failure in many regional towns.

CARRIED

IN BRIEF

- The shortage of long-term and short-term accommodation for workers in regional areas, combined with the high cost of developing land, has become an urgent issue.
- Government intervention is needed.

MEMBER COMMENT

At the most recent Great Southern Zone meeting, a number of Shires raised the urgent issue of a shortage of long-term and short-term accommodation for workers and the high cost of developing land. DevelopmentWA has been approached for a solution and has provided the following response:

"The costs associated with the development of land across regional Western Australia are dramatically inflated by the servicing standards (including statutory charges) that are imposed upon the developer by the servicing agencies. There is no latent capacity in the Western Power electrical distribution network across the Wheatbelt and Great Southern, allowing Western Power to impose any upgrading costs upon a land developer under its "user pay" principles.

It is our experience that the development costs to create a conventional residential allotment on the edge of a town ranges from \$100,000 to \$160,000 per lot and it is not uncommon for us to be confronted with development costs between \$200,000 and \$400,000 per lot for industrial sites. As you would appreciate, if lots are created and then released into the market, regional based buyers would not entertain paying a price which will allow the developer to recover those costs, let alone make a profit.

This situation produces a failure in the market and DevelopmentWA receives a modest annual subsidy from the State Government to undertake land developments on behalf of Local Governments where a demand for new land exists and the private sector is not responding."

There is considerable pressure on the Regional Development Assistance Program, and the high cost of headworks particularly for water and electricity are a major disincentive to development by the private sector and Local Government. Urgent government intervention is needed to ensure that housing for workers for vacancies in industry in rural areas is delivered at a reasonable cost.

SECRETARIAT COMMENT

Market failure in the provision of residential and industrial land occurs across most of regional Western Australia. State Government intervention was previously provided through the Regional Headworks Program, funded by Royalties for Regions, and through commitments from the utility providers to spread the costs of upgrading and extending infrastructure to service additional land across their customer base, rather than pass these costs to the developer. These arrangements no longer exist.

Strong growth in the demand for housing in regional WA has again highlighted this market failure and the consequent impacts on employment and economic development. The Regional Development Assistance Program delivered by DevelopmentWA is the only State Government support for industrial and residential land development in regional towns. The experience of Local Governments in accessing the Regional Development Assistance Program and the demand on the modest budget allocation will be important information to underpin advocacy for an achievable path to housing growth in regional towns.

3.3 CSRFF Funding Pool and Contribution Ratios

Shire of Dardanup Delegate to move:

Moved: Cr Peter Robinson, Shire of Dardanup
Seconded: Cr Carmel Boyce, Shire of Dardanup

That WALGA lobby the State Government to:

- 1. Increase the CSRFF funding pool to \$25 million per annum and revert the contribution ratio to 50% split to enable more community programs and infrastructure to be delivered.**
- 2. Increase the \$1 million per annum quarantined for female representation to \$2 million per annum.**

CARRIED

IN BRIEF

- Clubs are not able to contribute their one third required contribution towards facilities and major projects as required under CSRFF framework;
- This results in Local Governments having to fund two thirds of new infrastructure at significant cost to ratepayers;
- Support is sought for WALGA to lobby State Government to increase funding towards this program and to allow a 50:50 split between State and the local communities.

MEMBER COMMENT

There is currently \$12.5 million available in the 2021 Community Sporting and Recreation Facilities Fund (CSRFF). \$1 million of this funding per year, for the next four years, has been specifically set aside for projects that increase female participation in sport and recreation, such as unisex change rooms. An additional \$2.5 million per annum for the next four years is also available in a new sub program called the Club Night Lights Program (CNLP). Therefore the total amount of funding available under the CSRFF program is \$15 million per annum for the next 4 years.

The current CSRFF funding model requires 1/3 contribution from local governments, 1/3 contribution from the clubs and 1/3 could be funded through CSRFF. Some CSRFF applications are eligible for up to one half of the project cost. The eligibility is measured against key development principles with applicants proving eligibility through completion of additional forms and process.

Over the last four CSRFF funding rounds, the WA State Government has contributed an average grant amount of \$424,270 to 91 projects. To put that figure into the terms of a sporting club's contribution, it would take 424 Bunnings sausage sizzles to raise enough money to fund 1/3 of the average State assisted project. Even if a club contributes a portion of this through volunteer labour and in-kind donations, the staggering figure is simply unattainable - which leaves local government to pick up the tab on over 66% of the bill.

Other Australian states use different structures to fund sporting infrastructure, for example, in Queensland the Active Community Infrastructure program allows \$40 million over three years. Unobstructed by percentage contribution rules, the Queensland State Government will invest up to \$1 million per project. Each EOI submission is evaluated on a case by case basis. In round one, the Queensland Government will deliver \$16 million in funding for sport and recreation infrastructure projects to 21 organisations. The average size of these grants is \$741,826, a figure that is almost double that of Western Australia's average contribution and close to 50% of the average cost of building a small pavilion with change rooms.

It is recommended that WALGA lobby the State Government to increase the funding available to \$25 million per annum and to increase the ratio to 50%. In this way, the total number of projects could still be maintained and the impost on local clubs and Local Government ratepayers could be reduced.



SECRETARIAT COMMENT

WALGA has advocated for funding for the Community Sporting and Recreation Facilities Fund (CSRFF) to be increased to \$25 million per annum for a number of years, most recently as part the Association's 2020 [State Election campaign](#) and [WALGA's 2020-21 State Budget Submission](#).

Funding for the CSRFF will increase from \$12 million in 2021-22 to \$12.5 million in 2022-23. \$10 million over four years has also been allocated for sports floodlighting infrastructure under the Club Night Lights Program.

WALGA's Advocacy Position 3.7.1 Community Infrastructure states:

"The Association supports Local Government initiatives and infrastructure that contribute to the health and wellbeing of the community."

3.4 Regional Telecommunications Project

Shire of Esperance Delegate to move:

Moved: Cr Jennifer Obourne, Shire of Esperance
Seconded: Cr Malcolm Cullen, Shire of Coolgardie

That WALGA strongly advocates to the State Government to increase funding for the Regional Telecommunications Project to leverage the Federal Mobile Black Spot Program and provide adequate mobile phone coverage to regional areas that currently have limited or no access to the service.

CARRIED

IN BRIEF

- State funding has decreased to only \$5 million for the entire state and the installation of towers have dried up significantly.
- The Federal Government has allocated its largest allocation of funding in Round 6 of \$80 million.
- Matching funds from the State is critical to securing funds from the Federal Mobile Black Spot Program which is in threat of being secured by other States with matching funding.

MEMBER COMMENT

The regions are the powerhouse of the Western Australian economy and the sustainability of their futures relies on enhanced connectivity. Co-investment by state and federal governments along with Telcos is critical to increase coverage in areas that would otherwise be difficult to justify on economic grounds as it is an expensive and complex exercise.

Under the Barnett Government, there was \$60 million in the bucket of funding for regional telecommunications and partnering with the Commonwealth, there were 89 towers delivered within the federal electorate of O'Connor alone.

After the Labor Government took office, this bucket of State funding has decreased to only \$5 million for the entire state and the installation of towers has dried up significantly. On the contrary, the Federal Government has allocated its largest allocation of funding in Round 6 of \$80 million since the initial Round 1. Matching funds from the State is critical to securing funds from the Federal Mobile Black Spot Program which is in threat of being secured by other States with matching funding.

The State Government's forward estimates show no commitments to the program, demonstrating a lack of long term commitments by the State Government to the Regional Telecommunications Project. Service providers such as Telstra are reluctant to install regional mobile telecommunications infrastructure without third party funding.

Solving the coverage and capacity gaps in regional WA is critical for the success of our regions and a matter of equity for country constituents.

SECRETARIAT COMMENT

As identified, the Commonwealth Government committed \$380 million over six rounds to the Mobile Black Spot Program (the Program). In April 2020 the Round 5 results were announced, with a further 182 base stations to be funded in regional and remote Australia.

The Commonwealth Government has committed \$80 million for Round 6 of the Program and is expected to commence after the Round 5A process is complete.

Since 2012, State Governments have committed to improving mobile connectivity in regional Western Australia, currently through its Regional Telecommunications Project (RTP) and previously via the Regional Mobile Communications Project (RMCP).

[Appendix ORD: 12.1.2A]



The RTP initial allocation was \$45 million from 2014-15 with a further \$20 million allocated from 2016-17.

The total RTP allocation under the last Coalition Government was \$65 million, which was mainly used for State co-contributions under the Commonwealth Mobile Black Spot Program Rounds 1 and 2. Information on the various MBSP Rounds is here: <https://www.communications.gov.au/what-we-do/phone/mobile-services-and-coverage/mobile-black-spot-program>

The Mobile Black Spot Program Round 4 announced on 22 March 2019 stated *"The Federal and State governments will contribute \$4.3 million each to the Mobile Black Spot Round 4 program in WA, with a further \$6 million from telecommunications companies"*.

The Regional Telecommunications Project Continuation (RTPC) Funding (announced 21 May 2019) provided a further \$20 million allocation from 2019-20 by the Labor Government, bringing total RTP funding to \$85 million.⁴

On 21 April 2020 a joint Commonwealth/State media statement announcing the Mobile Black Spot Program Round 5 outlined *"under Round 5, \$29.7 million will be invested in mobile infrastructure in Western Australia. This includes \$12.8 million funding from the Commonwealth and \$5.5 million from the Western Australian Government"*.

The outcomes of Round 1 of the Regional Connectivity Program were announced on 28 April 2021 advising that *"the McGowan Government will contribute \$5.88 million to projects under the Commonwealth's Regional Connectivity Program to help bring mobile and broadband infrastructure to some of Western Australia's most under-served areas"* and *"the State's investment has attracted co-funding of \$17.1 million from the Commonwealth and additional funding from project applicants and third party contributors"*.⁵

Along with the Digital Farm Grants Program Round 3 announced in January 2021 of a *"\$6.3 million investment by the State delivering high-speed broadband to 600 farmers and residents across WA's grain growing regions under Round 3 of the Digital Farm program"* there continues to be considerable investment in Telecommunications in WA.⁶

Notwithstanding, the need is still significant, with the Shire of Esperance motion to increase State funding by way of co-contribution to leverage Federal programs to regional areas that have limited or no access is supported.

⁴ <https://www.mediastatements.wa.gov.au/Pages/McGowan/2019/05/20-million-dollars-on-the-table-for-regional-mobile-black-spots.aspx>

⁵ <https://www.mediastatements.wa.gov.au/Pages/McGowan/2021/04/23-million-dollar-boost-for-regional-connectivity.aspx>

⁶ <https://www.mediastatements.wa.gov.au/Pages/McGowan/2021/01/6-point-3-million-dollar-funding-injection-to-bring-high-speed-broadband-to-the-grainbelt.aspx>

3.5 Review of the Environmental Regulations for Mining

Shire of Dundas Delegate to move:

Moved: Cr Laurene Bonza, Shire of Dundas
Seconded: Cr Tracey Rathbone, Shire of Coolgardie

Regarding a review of the *Mining Act 1978*.

1. To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old *Mining Act* to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.
2. That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote resource communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.

CARRIED

MEMBER COMMENT

The mining industry currently enjoys concessions in relation to both environmental and planning legislation that are not available to other industries, nor to Local Governments. For example, a mining company can lodge a mine plan which includes a facility to 'bury' tyres. No other industry or Local Government is permitted to put tyres in landfill or otherwise bury or cover up tyres. There is a cost involved with the disposal of old tyres, which under current legislation, the mining industry is exempt from as they are permitted to bury their old tyres. This flies in the face of all the environmental legislation in relation to the disposal of tyres.

In the planning space, a mining company can object to any development on land over which they hold a current mining tenement, whether that ground is currently being actively mined or the ground has been 'tied up' in a project group of tenements and no work has ever been commenced or completed on the subject ground. This can have very detrimental effects on Local Government planning for the future as the mining company can call to a halt any attempt to develop land for any project. For example, in the Shire of Dundas, we have a very real need to have land released for industrial zoning, however, the one area readily available has an existing mining tenement over it and the mining company has lodged an objection to the Shire being able to purchase that land as a freehold title. The mining tenement has been in existence since 1983 and has never been worked. Similarly, the existence of a mining tenement can hamper any proposed land release for development by a Local Government because it 'may' be explored at some future time. The mining sector appears to enjoy these concessions on the fact that it employs a large number of people and, more importantly, generates royalty revenue for the State Government.

IN BRIEF

The Australian and State Governments has several initiatives and studies completed regarding mining environmental regulating and the Mining Rehabilitation Fund.

Our plan is focused on existing information and plans:

- Industry Australia has done extensive studies in this field: [Mine Rehabilitation \(industry.gov.au\)](http://industry.gov.au).
- There is already an established fund for this possible initiative: [Mining Rehabilitation Fund Yearly Report 2018-19 \(dmp.wa.gov.au\)](http://dmp.wa.gov.au).

We hope to get support for this initiative to get Local Governments across Western Australia involved by receiving some of these funds to actively participate in these rehabilitation works with mining partnerships and Local Government. This opportunity will fund diversification and implement a plan for after mine life, reducing the impacts of the mining boom bust cycle. (WA currently has approx. \$182 million in the mining rehab fund, generating around \$1 million in interest and of which approx. \$312,000 was used in rehab projects).

[Appendix ORD: 12.1.2A]



Figures from 2019 indicate that the Mining industry in Australia employs approx. 245,000 people while agricultural industries (including forestry and fishing) employ approx. 333,000.

There is a massive, world-wide push to encourage more sustainable and environmentally friendly practices in all industry. Climate change is the hottest topic around the world and reducing greenhouse gases and implementing the best environmental practices is high on everyone's agenda.

There appears to be a large disconnect between the acceptable practices of the mining industry and the rest of industry and Local Government. Mining, by its very nature, is a finite industry but, current mining techniques cause wholesale destruction on an often-massive scale, most of which can never be recovered to its former state. The agricultural sector, on the other hand, is a sustainable industry whose entire focus is the production of food to keep us alive. Despite this, whilst it is considered appropriate for hundreds of hectares of land to be cleared to accommodate a mine site and all its attendant infrastructure, with scant regard for habitat and/or fauna and flora, a farmer can be fined thousands of dollars and/or face a term of imprisonment for clearing even a tiny portion of native vegetation on his freehold land.

In the planning arena, Section 120 of the *Mining Act 1978* makes provision that whilst any planning scheme made under the *Planning & Development Act 2005*, will be 'taken into account', it will not prohibit or affect the grant of a mining tenement.

It appears to be illogical that every other sector is to be bound by legislation that does not apply to the mining industry. The *Mining Act* is 43 years old and, given the current review of the 26-year-old *Local Government Act*, is well and truly due for some review itself.

We are not opposed to the mining industry, in fact, our whole Shire was born out of the mining industry. However, the current provisions of the *Mining Act 1978* doom us to be forever beholden to the 'boom and bust' nature of mining as it is nearly impossible to create a diverse and sustainable community when the *Mining Act* overrides other legislation. For example, any areas that we may earmark as having huge tourism potential can be wiped out in an instant by the application for a mining tenement over that ground. The loss of tourism potential is not something that can be recovered under a rehabilitation scheme. Rehabilitation should be a route of last resort not the accepted norm. Mining companies need to acknowledge that things such as proper disposal of tyres is a normal cost of conducting their business and act accordingly. There must be some mechanism for preserving unique landscapes that cannot be returned to their former state no matter how good the rehabilitation plan is. The mining industry employs some clever and innovative people and rather than tie up money in rehabilitation schemes (WA currently has approx. \$182 million in the mining rehabilitation fund, generating around \$1 million in interest and of which approx. \$312,000 was used in rehab projects), money should be directed into research and development of alternate and less destructive mining methods that leave our stunning natural environment and fauna more intact and available when mining ceases.

There are many papers available relating to mining impacts and legislation that mining is seemingly exempt from abiding by, some of which are referenced below:

- EPA report 1699, 1 February 2021 [EPA Report 1699 - Lake Way Sulphate of Potash Project.pdf](#)
- Regulations affecting landfill management for local governments. Major relevant legislation is contained within:
 - [The Waste Avoidance and Resource Recovery Act 2007](#)
 - [The Waste Avoidance and Resource Recovery Levy Act 2007](#)
 - [The Waste Avoidance and Resource Recovery Regulations 2008](#)
 - [The Waste Avoidance and Resource Recovery Levy Regulations 2008](#)
- [Guide to drafting waste local laws](#) – the Guide to drafting waste local laws is intended to provide general guidance to local government. It is for use by local governments and the Western Australian Local Government Association.

[Appendix ORD: 12.1.2A]

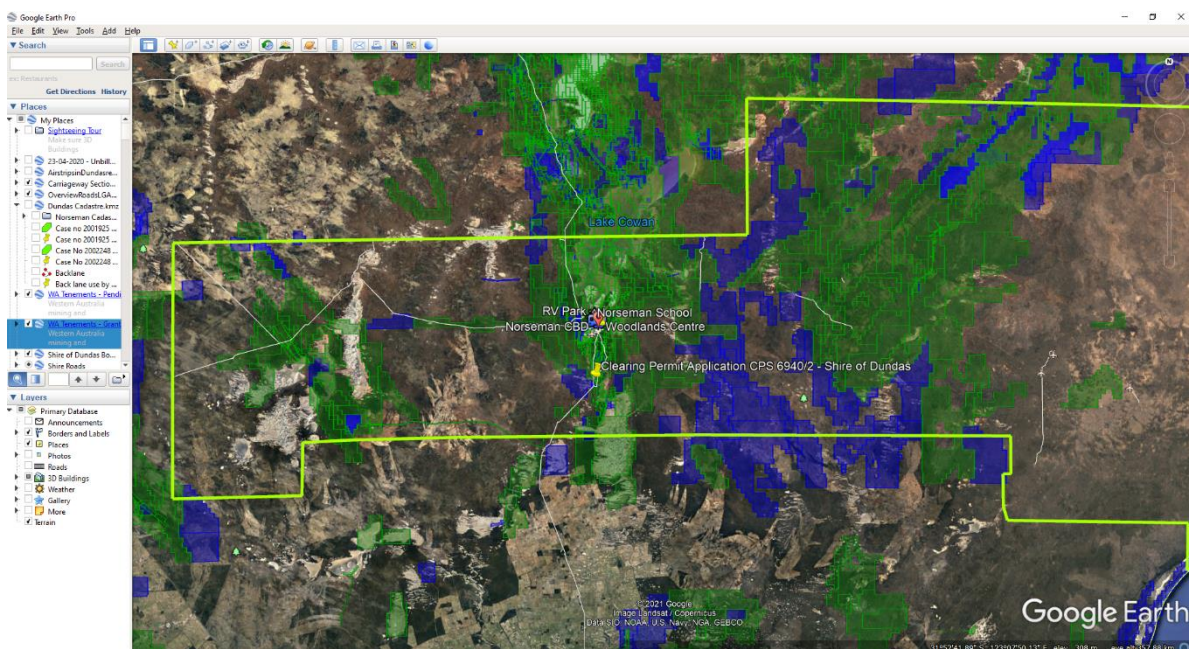


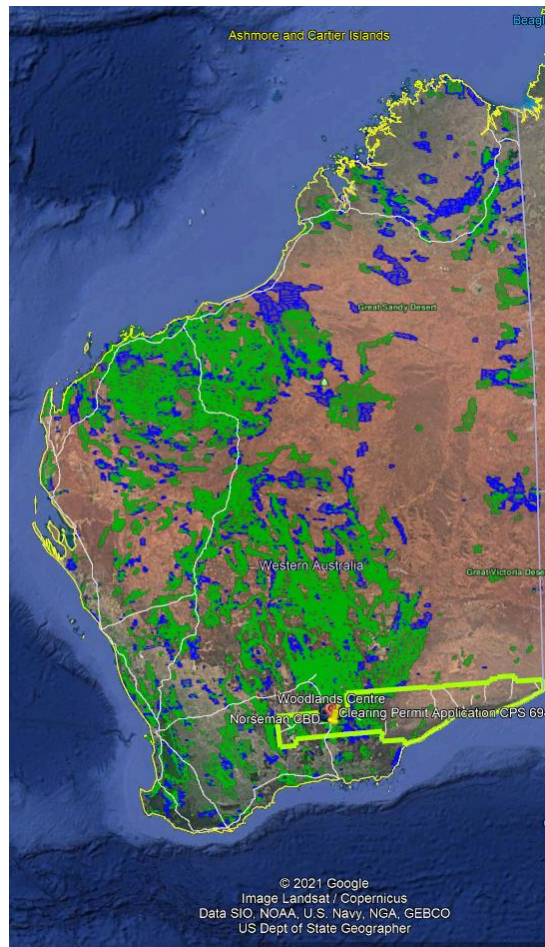
- [Factsheet: Assessing whether material is waste](#) – this Factsheet provides information to industry on matters relevant to determining whether material is waste under the *Environmental Protection Act 1986* and the *Waste Avoidance Resource Recovery Act 2007* and their associated regulations.
- [Factsheet: - amendments to the Environmental Protection Regulations 1987 - clean fill and uncontaminated fill](#) – this Factsheet provides information on clean fill and uncontaminated fill in accordance with the amended *Environmental Protection Regulations 1987* and the revised *Landfill Waste Classification and Waste Definitions 1996 (amended 2019)*.
- [NBN News | WHITEHAVEN COAL APPROVED TO BURY HUNDREDS OF TYRES](#)
- [Tyre Product Stewardship Scheme | Department of Agriculture, Water and the Environment](#)
- [Mining report finds 60,000 abandoned sites, lack of rehabilitation and unreliable data - ABC News](#)

Mines closed, rehabilitated, and relinquished

Queensland	0
Western Australia	Unknown
New South Wales	1
South Australia	18
Northern Territory	0
Victoria	1
Tasmania	1

Status in 2018





Green area is approved mining leases blue is pending leases

The Mining Rehabilitation Fund has a substantial amount of funds available and these funds could be put to much better use by funding research into more sustainable practices in the mining industry. Every other industry is required to count legislative compliance as a normal cost of conducting their business. The mining industry must be compelled to do the same.

Mine rehabilitation is all very well and good but, tackles the issue after the '*horse has bolted*'. We could achieve far better outcomes if mining companies worked to adopt sustainable, environmentally friendly, mining techniques that do not need these rehabilitation projects. The burying of tyres is only one part of the problem, and it contributes to the wholesale destruction that goes with mining to the detriment of everything else. There is no tourism value in a rehabilitated mine site. You cannot replace unique granite outcrops and the stunning woodlands once they have been decimated by mining practices. Climate change is happening, and we are currently content to let it be accelerated by actively encouraging poor practice by mining companies.

ATTACHMENTS

- [Photographs](#)
- [Department of Mines, Industry Regulation and Safety – Mining Rehabilitation Fund Yearly Report 2019-20](#)

SECRETARIAT COMMENT

With respect to the Part 1 of the Motion:

Mining companies are required to comply with relevant environmental regulations and conditions of approval, which includes developing and implementing rehabilitation plans.

The Department of Mines, Industry Regulation and Safety (DMIRS) assesses environmental proposals for prospecting, mining exploration and development activities in accordance with the *Mining Act 1978*. Native vegetation clearing permits are assessed under delegation in accordance with the provisions of the *Environmental Protection Act 1986* and the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*. Unconditional Performance Bonds (UPB) may be imposed as mining securities for compliance with environmental conditions imposed under the *Mining Act* in some cases.

Mining, petroleum and geothermal activity proposals that may have a significant impact on the environment are assessed by the Environmental Protection Authority (EPA). In addition, proposals likely to have significant impact to matters of national environmental significance require approval under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999*.

In relation to tyre disposal, the Association acknowledges the significant challenge this poses for Local Governments, particularly those in the non-metropolitan area in regard to end of life tyre management. The Shire of Dundas is to be commended for its commitment to ensuring that tyres generated in the Shire are recycled; this is a significant achievement.

It is a significant barrier that there is not an effective Product Stewardship Scheme for tyres, which covers the full costs, including transport, of recycling tyres. The current situation means that frequently organisations choose the cheapest option for disposal or material, rather than the best environmental and social outcome.

As part of the funding to address the Export Bans for recyclable materials, including tyres, the State and Federal Government is investing over \$18 million in tyre recycling infrastructure for WA. WALGA is investigating how this funding will assist Local Governments across WA to develop sustainable tyre recycling solutions, which focus on resource recovery and minimise landfilling of these products.

In relation to Part 2 of the Motion:

The *Mining Rehabilitation Fund Act 2012* and the *Mining Rehabilitation Fund Regulations 2013* provide the legislative framework for declaring abandoned mine sites and enables the Mining Rehabilitation Fund (MRF) to receive levy contributions made by WA mining operators for the purpose of rehabilitation of abandoned mines and other land affected by mining operations carried out, in, on or under those sites.

Income for the MRF comes from a levy on existing mines based on the size of the operating mine and the expenditure comes from the interest earned by the fund. The MRF is aimed at addressing legacy mines pits that were not subject to the current legislative process and requirements, and where no company or individual can be identified and made responsible for the rehabilitation of the mine.

The Mining Rehabilitation Advisory Panel is an independent body that provides advice to the Director General of the DMIRS on matters related to the MRF, including which abandoned mines should receive funds for remedial action.

The Abandoned Mines Policy provides guidance on how the priorities for the use of the funds and which abandoned mines will be managed. The key principle used in decision making is the level of risk an abandoned mine represents. The policy encourages the use of partnerships with Local Governments, community groups and business in the management and rehabilitation of the selected abandoned mine sites.

Attachment 3: Action Taken on Resolutions of the 2021 AGM

Action Taken on Resolutions of the 2021 Annual General Meeting

Action Taken on Resolutions of the 2021 Annual General Meeting	
<p>3.1 Amendments to WALGA's Constitution</p> <p>That the WALGA Constitution be amended as follows:</p> <ol style="list-style-type: none"> 1. INSERT Definition – “<i>Present</i>” means attendance in person or by electronic means deemed suitable by the Chief Executive Officer. 2. Clause 5 (10) – DELETE “and Associate Members”. 3. Clause 5 (11) – DELETE “Ordinary Member or”, REPLACE “State Council” with “Chief Executive Officer” in the first sentence, INSERT “or its delegate” after State Council in the second sentence. 4. Clause 6 (3) – REPLACE “31 May” with “30 June”. 5. Clause 7 (2) – REPLACE “30 June” with “31 July”. 6. Clause 11 (1) – after Chief Executive Officer, INSERT “in accordance with the Corporate Governance Charter”. 7. Clause 11 (2) – after Chief Executive Officer INSERT “by providing notice to State Councillors of the date, time, place and purpose of the meeting” 8. DELETE Clause 11 (3) 9. Clause 12 (1) – DELETE “as, being entitled to do so, vote in person” 10. DELETE Clause 12 (2) 11. Clause 12 (3) – DELETE “as, being entitled to do so, vote in person” 12. Clause 12 (4) – DELETE “as, being entitled to do so, vote in person” 13. Clause 16 (1) & (2) – After Any election INSERT “other than to elect the President or Deputy President”, REPLACE “generally in accordance with the provisions of the <i>Local Government Act 1995</i> as amended (2) For the purposes of the election referred to in sub-section (1)” with “as follows”. 14. Clause 16 (2) (f) – REPLACE two instances of “2” with “1”. 15. INSERT Clause 16A – Election Procedure – President and Deputy President 	<p>WALGA's Constitution was amended following endorsement by a special majority at the 2021 AGM. Letters enclosing a copy of the amended Constitution were sent by the WALGA Chief Executive Officer, Nick Sloan, to the Commissioner for Consumer Protection and the Minister for Local Government for their information.</p>

Action Taken on Resolutions of the 2021 Annual General Meeting

- | | |
|---|--|
| <ul style="list-style-type: none"> a. An election to elect the President or Deputy President shall be conducted as follows: <ul style="list-style-type: none"> i. the Chief Executive Officer or his/her delegate shall act as returning officer; ii. representatives are to vote on the matter by secret ballot; iii. votes are to be counted on the basis of “first-past-the-post”; iv. the candidate who receives the greatest number of votes is elected; v. if there is an equality of votes between two or more candidates who are the only candidates in, or remaining in, the count, the count is to be discontinued, and the meeting adjourned for not more than 30 minutes; vi. any nomination for the office may be withdrawn, and further nominations may be made, before or when the meeting resumes; vii. when the meeting resumes, an election will be held in accordance with sub-sections 1(a), 1(b), 1(c) and 1 (d); viii. if two or more candidates receive the same number of votes so that sub-section 1(d) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be present to determine which candidate is elected. 16. Clause 21 (4) – REPLACE “Chairman” with “Chair”. 17. Clause 22 (1) – REPLACE “in August or September of” with “prior to 31 October”. 18. Clause 22 (3) – DELETE “in person” 19. DELETE Clause 22 (4) (b). 20. Clause 23 (3) – DELETE “in person” 21. Clause 24 (2) – DELETE “and of which vote is to be exercised in person” 22. Clause 24 (4) – DELETE “as, being entitled to do so, vote in person” 23. Clause 28 (1) – DELETE “The common seal shall be held in the custody of the Chief Executive Officer at all times.” | |
|---|--|

Action Taken on Resolutions of the 2021 Annual General Meeting	
<p>24. Clause 29 (1) – DELETE “as, being entitled to do so, vote in person”</p> <p>25. Clause 29 (2) – DELETE “as, being entitled to do so, vote in person”</p> <p>26. Clause 31 (4) (c) – DELETE “and Regional Development”.</p>	
<p>3.2 Cost of Regional Development</p> <p>That WALGA makes urgent representation to the State Government to address the high cost of development in regional areas for both residential and industrial land, including the prohibitive cost of utilities headworks, which has led to market failure in many regional towns.</p>	<p>This resolution was endorsed for action by State Council at its December 2021 meeting.</p> <p>The Association has worked with senior officers from Development WA to understand the effectiveness of and changes required to the Regional Development Assistance Program that was designed to address the market failure in towns where the cost of land development exceeds the value of the land made available to market.</p> <p>Subject to State Council support, the WALGA State Budget submission will include advocacy to amend the guidelines for the Regional Development Assistance Program to offer separate streams for small towns and regional cities and significantly increase funding to reflect rapidly escalating development costs and the high level of demand.</p>
<p>3.3 CSRFF Funding Pool and Contribution Ratios</p> <p>That WALGA lobby the State Government to:</p> <p>3. Increase the CSRFF funding pool to \$25 million per annum and revert the contribution ratio to 50% split to enable more community programs and infrastructure to be delivered.</p> <p>4. Increase the \$1 million per annum quarantined for female representation to \$2 million per annum.</p>	<p>This resolution was endorsed for action by State Council at its December 2021 meeting.</p> <p>The WALGA President wrote to the Minister for Culture and the Arts; Sport and Tourism on 28 January 2022 to request an increase in CSRFF funding in line with the AGM resolution.</p> <p>In his response on 3 March 2022 the Minister noted that:</p> <p><i>‘since the 2017 election of the McGowan Government, over \$320 million has been committed to community and regional level sport and recreation infrastructure through a variety of mechanisms, including CSRFF, the WA Recovery Plan, the Club Night Lights Program and election commitments.</i></p> <p><i>The State Government fully supports the development of facilities which encourage female participation. While the quarantined allocation through CSRFF is \$1 million, I am happy to advise that, since inception, this has been exceeded and in the most recent CSRFF</i></p>

Action Taken on Resolutions of the 2021 Annual General Meeting	
	<i>round, approximately \$4.93 million was allocated to projects that proposed to develop new or upgraded gender neutral changerooms to encourage female participation.'</i>
3.4 Regional Telecommunications Project That WALGA strongly advocates to the State Government to increase funding for the Regional Telecommunications Project to leverage the Federal Mobile Black Spot Program and provide adequate mobile phone coverage to regional areas that currently have limited or no access to the service.	<p>This resolution was endorsed for action by State Council at its December 2021 meeting.</p> <p>The Association has advocated at State and National level for improvements to the coverage, resilience and capacity of mobile telecommunications. The incoming Federal Government has committed \$400 million to expand multi-carrier mobile phone coverage.</p> <p>The Association committed resources to participate in the State Government Digital Inclusion Working Group, that considered proposals to adopt and subsidise new technologies that extend the coverage from existing mobile telephone towers. The State Government is yet to announce whether any of these proposals will be supported.</p> <p>WALGA has further developed working relationships with the Department of Primary Industry and Regional Development to support the case for State Government co-investment with the Federal Government and carriers to maximise opportunities for mobile phone coverage expansion in WA. The 2022-23 State Budget includes \$48.6 million to expand and upgrade mobile and broadband coverage and services throughout the regions that will leverage nearly \$100 million of Federal and private sector funds to boost regional digital connectivity.</p> <p>The Association encouraged and supported Local Governments in eligible areas to submit applications under the Peri-urban Mobile Program (PUMP) in early 2022. Twelve of the 50 sites funded under this \$28.2 million program were in WA.</p>

Action Taken on Resolutions of the 2021 Annual General Meeting	
<p>3.5 Review of the Environmental Regulations for Mining</p> <p>Regarding a review of the <i>Mining Act 1978</i>:</p> <p>3. To call on Minister Bill Johnston, Minister for Mines and Petroleum; Energy; Corrective Services to instigate a review of the 43-year-old <i>Mining Act</i> to require mining companies to abide by environmental regulations, and to support research and development into sustainable mining practices that would allow mining without detriment to diversification and community sustainability through other industries and development.</p> <p>4. That abandoned mines in regional Western Australia receive a priority action plan with programmes developed to work with rural and remote resource communities to assist in the rehabilitation of these mines as a job creation programme, with funding allocated for diversification projects for support beyond mine life across Western Australia.</p>	<p>This resolution was referred to the Mining Communities Policy Forum and the People and Place Policy Team for further advocacy work by State Council at its December 2021 meeting.</p> <p>The Mining Communities Policy Forum met to discuss the resolution on 8 November 2021.</p>

[Appendix ORD: 12.1.2B]

RISK ASSESSMENT TOOL								
OVERALL RISK EVENT: 2022 WALGA Annual General Meeting Agenda RISK THEME PROFILE: 6 - Engagement Practices RISK ASSESSMENT CONTEXT: Strategic								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	Participation and support of member Councils at the WALGA AGM is of importance to the industry as a whole.	Minor (2)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.