

Ordinary Council Meeting

24 August 2022

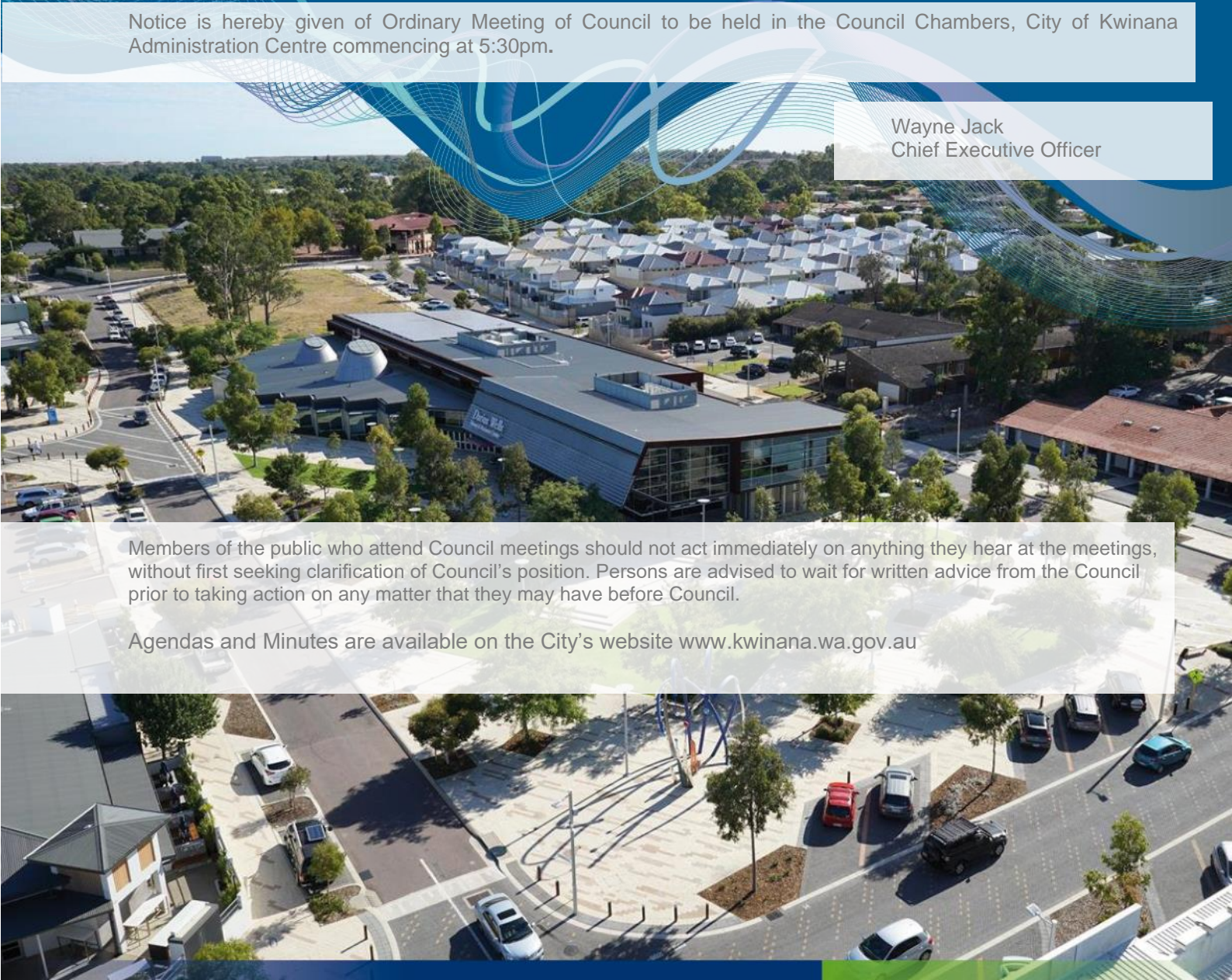
Agenda

Notice is hereby given of Ordinary Meeting of Council to be held in the Council Chambers, City of Kwinana Administration Centre commencing at 5:30pm.

Wayne Jack
Chief Executive Officer

Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

Agendas and Minutes are available on the City's website www.kwinana.wa.gov.au



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1 OPENING AND ANNOUNCEMENT OF VISITORS

Presiding Member to declare the meeting open and welcome all in attendance.

Presiding Member to announce that the Ordinary Council Meeting is being live streamed and recorded in accordance with the City's Live streaming and Recording Council Meetings policy.

By being present at this meeting, members of the public consent to the City recording and livestreaming their image and/or voice.

2 WELCOME TO COUNTRY AND ACKNOWLEDGEMENT OF COUNTRY

COUNCILLOR BARRY WINMAR TO PRESENT THE WELCOME TO COUNTRY:

"NGULLAK NYINNINY KOORALONG KOORA NGULLAK NOITJ NIDJA NOONGAR BOODJAR. NOONGAR MOORT DJOORAPINY NYINNINY NIDJA NGULLA QUOPADOK NOONGAR BOODJAR KOORALONG.

FROM THE BEGINNING OF TIME TO THE END, THIS IS NOONGAR COUNTRY. NOONGAR PEOPLE HAVE BEEN GRACEFUL KEEPERS OF OUR NATION FOR MANY, MANY YEARS.

NGALLA DJOORAPINY MAAMBART BOODJAR NGALLAK BALA MAAMBART QUOP NGALLA KOORT DJOORAPINY NIDJA NGALLA MIA MIA NYINNINY NOONGAR BOODJAR.

WE RESPECT THE EARTH OUR MOTHER AND UNDERSTAND THAT WE BELONG TO HER - SHE DOES NOT BELONG TO US. IN ALL HER BEAUTY, WE FIND COMFORT, WELLBEING, AND LIFE THAT CREATES A HOME FOR EVERYONE THAT HAS BECOME A KEEPER OF NOONGAR COUNTRY.

DJINANGINY KATATJIN DJOORAPINY NIDJA WEERN NOONGAR BOODJAR NGALLA MIA MIA BOORDA.

LOOK, LISTEN, UNDERSTAND AND EMBRACE ALL THE ELEMENTS OF NOONGAR COUNTRY THAT IS FOREVER OUR HOME.

KAYA WANDJU NGAANY BARRY WINMAR WADJUK BALLARDONG MAAMAN NGAANY KOORT DJOORPINY NOONOOK NIDJA NOONGAR BOODJAR DAADJALING WAANKGANINY NOITJ NOONGAR BOODJAR.

HELLO AND WELCOME MY NAME IS BARRY WINMAR AND I AM A WHADJUK BALLARDONG MAN MY HEART IS HAPPY AS WE ARE GATHERED ON NOONGAR COUNTRY AND SPEAKING HERE ON NOONGAR COUNTRY"

PRESIDING MEMBER TO READ THE ACKNOWLEDGEMENT OF COUNTRY:

"IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE AND WE PAY OUR RESPECTS TO THEIR ELDERS PAST AND PRESENT."

3 DEDICATION

Councillor Matthew Rowse to read the dedication:

"May we, the Elected Members of the City of Kwinana, have the wisdom to consider all matters before us with due consideration, integrity and respect for the Council Chamber.

May the decisions made be in good faith and always in the best interest of the greater Kwinana community that we serve."

4 ATTENDANCE, APOLOGIES, LEAVE(S) OF ABSENCE (PREVIOUSLY APPROVED)

Apologies:

Leave(s) of Absence (previously approved):

Councillor B Winmar from 15 August 2022 to 28 August 2022 inclusive.

5 PUBLIC QUESTION TIME

In accordance with the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, any person may during Public Question Time ask any question.

In accordance with Regulation 6 of the *Local Government (Administration) Regulations 1996*, the minimum time allowed for Public Question Time is 15 minutes.

A member of the public who raises a question during Question Time is to state his or her name and address.

Members of the public must provide their questions in writing prior to the commencement of the meeting. A public question time form must contain all questions to be asked and include contact details and the form must be completed in a legible form.

Please note that in accordance with Section 3.4(5) of the *City of Kwinana Standing Orders Local Law 2019* a maximum of two questions are permitted initially. An additional question will be allowed by the Presiding Member if time permits following the conclusion of all questions by members of the public.

6 RECEIVING OF PETITIONS, PRESENTATIONS AND DEPUTATIONS

6.1 PETITIONS

A petition must –

- be addressed to the Mayor;
- be made by electors of the district;
- state the request on each page of the petition;
- contain at least five names, addresses and signatures of electors making the request;
- contain a summary of the reasons for the request;
- state the name of the person to whom, and an address at which, notice to the petitioners can be given; and
- be respectful and temperate in its language and not contain language disrespectful to Council.

The only motion which shall be considered by the Council on the presentation of any petition are –

- that the petition be received;
- that the petition be rejected; or
- that the petition be received and a report prepared for Council.

6.2 PRESENTATIONS

In accordance with Clause 3.6 of the *Standing Orders Local Law 2019* a presentation is the acceptance of a gift, grant or an award by the Council on behalf of the local government or the community.

Prior approval must be sought by the Presiding Member prior to a presentation being made at a Council meeting.

Any person or group wishing to make a presentation to the Council shall advise the CEO in writing before 12 noon on the day of the meeting. Where the CEO receives a request in terms of the preceding clause the CEO shall refer it to the presiding member of the Council committee who shall determine whether the presentation should be received.

A presentation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

6.3 DEPUTATIONS

In accordance with Clause 3.7 of the *Standing Orders Local Law 2019*, any person or group of the public may, during the Deputations segment of the Agenda with the consent of the person presiding, speak on any matter before the Council or Committee provided that:

- the person has requested the right to do so in writing addressed to the Chief Executive Officer by noon on the day of the meeting.
- setting out the agenda item to which the deputation relates;
- whether the deputation is supporting or opposing the officer's or committee's recommendation; and
- include sufficient detail to enable a general understanding of the purpose of the deputation.

A deputation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

7 CONFIRMATION OF MINUTES

7.1 MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 10 AUGUST 2022

RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held on 10 August 2022 be confirmed as a true and correct record of the meeting.

7.2 MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON 17 AUGUST 2022

RECOMMENDATION

That the Minutes of the Special Council Meeting held on 17 August 2022 be confirmed as a true and correct record of the meeting.

8 DECLARATIONS OF INTEREST (FINANCIAL, PROXIMITY, IMPARTIALITY – BOTH REAL AND PERCEIVED) BY MEMBERS AND CITY OFFICERS

Section 5.65(1) of the *Local Government Act 1995* states:

A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —

in a written notice given to the CEO before the meeting; or
at the meeting immediately before the matter is discussed.

Section 5.66 of the *Local Government Act 1995* states:

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.

9 REQUESTS FOR LEAVE OF ABSENCE

10 ITEMS BROUGHT FORWARD FOR THE CONVENIENCE OF THOSE IN THE PUBLIC GALLERY

11 ANY BUSINESS LEFT OVER FROM PREVIOUS MEETING

Nil

12 RECOMMENDATIONS OF COMMITTEES

Nil

13 ENBLOC REPORTS

14 REPORTS – COMMUNITY

Nil

15 REPORTS – ECONOMIC

Nil

16 REPORTS – NATURAL ENVIRONMENT

Nil

17 REPORTS – BUILT INFRASTRUCTURE

Nil

18 REPORTS – CIVIC LEADERSHIP**18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 JULY 2022****SUMMARY**

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 31 July 2022, as required by the *Local Government (Financial Management) Regulations 1996*.

OFFICER RECOMMENDATION**That Council:**

1. **Accepts the list of accounts, totalling \$6,293,231.63, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 July 2022, as detailed within Attachment A.**
2. **Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 July 2022, as detailed within Attachment B.**

DISCUSSION

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the City's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996* a list of accounts paid is to be provided to Council, where such delegation is made.

The following table summarises the payments for the period by payment type, with full details of the accounts paid contained within Attachment A.

Payment Type	Amount (\$)
Automatic Payment Deductions	\$ 79,188.71
Cheque Payments #000002	\$ 36,796.05
EFT Payments	\$ 4,827,838.37
Payroll Payments	\$ 1,349,408.50
Total Attachment A	\$ 6,293,231.63

Contained within Attachment B is a detailed transaction listing of credit card expenditure paid for the period ended 31 July 2022. This amount is included within the total payments, listed above.

STRATEGIC IMPLICATIONS

This proposal will support the achievement of the following outcome/s and objective/s detailed in the Strategic Community Plan and Corporate Business Plan.

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
5 – Visionary leadership dedicated to acting for its community	5.1 – Model accountable and ethical governance, strengthening trust with the community	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Transparent reporting of financial information

SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

LEGAL/POLICY IMPLICATIONS

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. *Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.*
- (1) *If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —*
- (a) *the payee's name; and*
 - (b) *the amount of the payment; and*
 - (c) *the date of the payment; and*
 - (d) *sufficient information to identify the transaction.*
- (2) *A list of accounts for approval to be paid is to be prepared each month showing*
- (a) *for each account which requires council authorisation in that month —*
 - (i) *the payee's name; and*
 - (ii) *the amount of the payment; and*
 - (iii) *sufficient information to identify the transaction; and*
 - (b) *the date of the meeting of the council to which the list is to be presented.*
- (3) *A list prepared under subregulation (1) or (2) is to be —*
- (a) *presented to the council at the next ordinary meeting of the council after the list is prepared; and*
 - (b) *recorded in the minutes of that meeting.*

FINANCIAL/BUDGET IMPLICATIONS

There are no financial implications that have been identified as a result of this report.

ASSET MANAGEMENT IMPLICATIONS

There are no asset management implications that have been identified as a result of this report.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

COMMUNITY ENGAGEMENT

There are no community engagement implications as a result of this report.

ATTACHMENTS

- A. Payment Listing Report July 2022 [↓](#)
- B. Credit Card Transaction Report July 2022 [↓](#)

Payment Listing



Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Cheques			
Cheques 27-Jul-2022			
Department of Transport	B9816-22/23	Fleet registration annual 2022/2023	36,796.05
Total Cheques			36,796.05
EFT			
EFT 05-Jul-2022			
ABCO Products	INV806479	Hand sanitiser and foam soap	388.46
Ohura Consulting	INV-0252	IR Support in June 2021	400.00
Aaron Thomas	504	Music performance Medina Markets	750.00
EFT 06-Jul-2022			
Bright Futures Family Day Car	280622 TO 030722	FDC Payroll 280622 to 030722	31,290.48
Bright Futures In Home Care	- 280622 TO 030722	IHC Payroll 280622 to 030722	9,810.36
EFT 07-Jul-2022			
Telstra	K447003190-9	Internet and data	2,491.62
MRP General Pest/Termite Di	110940	Pest control City Operations	139.00
Mackie Plumbing and Gas Pty	1103368	Banksia V7 water leak repairs	893.50
Sundry EFT	A25609	Wellard Residential Pty Ltd	270.01
Sundry EFT	A18448	Phillip Stevens	190.00
Sundry EFT	A2587	LWP Wellard Pty Ltd	270.01
Sundry EFT	A19166	Blake Rookledge	114.29
Sundry EFT	A8634	Ian Whalen & Lynn Whalen	2,342.31
Sundry EFT	A2709	Terrence Carpenter	596.12
Sundry EFT	A4513	Emma Reitsema	395.59
Sundry EFT	A18532	Mark Peter Hollow	593.63
Sundry EFT	A1945	Daniel Francis	331.75
Sundry EFT	A8830	Geoffrey Alan Hovey	80.17
Sundry EFT	A4514	Emma Reitsema	409.91
Sundry EFT	100002	Sienna Properties Pty Ltd	14,456.73
EFT 13-Jul-2022			
Bright Futures Family Day Car	040722 TO 100722	FDC Payroll 040722 to 100722	32,413.94
Bright Futures In Home Care	- 040722 TO 100722	IHC Payroll 040722 to 100722	9,737.75
EFT 14-Jul-2022			
Australian Taxation Office	KWINANA 01/07/2022	PAYG tax withheld	1,466.00
Australian Taxation Office	KWINANA 01/07/2022	PAYG tax withheld	128.00
Australian Taxation Office	KWINANA 07/07/2022	PAYG tax withheld	298.00
Australian Taxation Office	KWINANA 10/07/2022	PAYG tax withheld	197,588.00
Australian Taxation Office	KWINANA 10/07/2022	PAYG tax withheld	1,148.00
Australian Taxation Office	KWINANA 10/07/2022	PAYG tax withheld	6,148.00
LGRCEU	100027		418.27
Australian Services Union	KWINANA 10/07/2022	Aust Service Union F/T	225.48
Australian Services Union	KWINANA 10/07/2022	Aust Service Union P/T	71.70
Child Support Agency	KWINANA 10/07/2022	Child Support Agency	640.90
City of Kwinana - Xmas fund	KWINANA 10/07/2022	Christmas Saver	7,173.36
Health Insurance Fund of WA	KWINANA 10/07/2022	Health Insurance Fund of WA (HIF)	765.95
Maxxia Pty Ltd	100329020220630	Net ITC for June 2022	280.95
Maxxia Pty Ltd	KWINANA 10/07/2022	Novated Lease (Maxxia) - Pre Tax	1,275.23
Maxxia Pty Ltd	KWINANA 10/07/2022	Novated Lease (Maxxia)	1,082.24
Carol Elizabeth Adams	13JULY2022-CLAIM	Reimbursement of expenses	85.93
Telstra	1355246271-27JUN22	Mobile device whole organisation Jun 22	9,937.22
Water Corporation of Western	9000334597JUL22	Feilman Building fire service	351.31
Water Corporation of Western	9022182969JUL22	Calista Public toilet	240.16
Water Corporation of Western	9000294409JUL22	Leda Hall	335.04
Water Corporation of Western	9000295305JUL22	Sloans Cottage	857.30
Synergy	2009580091	Medina Centre Reserve	120.88
Synergy	2073557496	Thomas Oval Pavilion Lights	920.40
Synergy	2081559553	Sulphur Road bore	166.16
Synergy	2097534841	Thomas Oval Pavilion (NRL)	509.84
Synergy	2037568083	Bertram Road bore	116.51
Synergy	2045564215	Casuarina/Wellard fire station/hall/bore	802.34
Synergy	2081560611	Gemstone/Johnson entry statement light	107.04
Synergy	2037567936	Lambeth Park	582.81
Synergy	2081560609	Gemstone Parade bore	156.43
Synergy	2081560610	Johnson Road entry statement lighting	40.07
Synergy	2053561924	Bertram Oval	374.34
Synergy	2053561882	Nye Way retic	220.89
Synergy	2081561926	Decorative lighting	2,824.32
Synergy	2021580027	Industrial s/scapes Kwinana Beach	129.34

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Payment Listing

Payments made between 01-Jul-2022 and 31-Jul-2022



Payee	Invoice	Description	Amount
Synergy	2081560987	Malden Park BBQs	111.58
Synergy	2085558436	Gawler Way	116.90
Synergy	2009580312	Gilmore Ave pump 2 (near Thomas)	232.20
Synergy	2041566853	Medina Oval changerooms	365.97
Synergy	2017581475	Bright Futures	541.07
Synergy	2017581484	Smirks Cottage	266.48
Synergy	2077562663	Harley Way carpark lighting	413.23
Synergy	2021579904	Medina Oval	504.68
Synergy	2005579353	Millar Road fire pump for water tanker	107.64
Synergy	2017582823	Street lighting	123,004.94
Synergy	2069559091	Thomas Road pump 2	231.55
Synergy	2069559041	Gilmore Ave pump 1 (near Thomas)	209.21
Synergy	2029570419	Oakley Hollow	110.74
Synergy	2017585209	Gilmore Ave retic	227.19
Synergy	2033582228	Banksia Park Clubhouse	399.14
Synergy	2029572908	Sandringham Park	302.45
Synergy	2097537861	Apex Park BBQ	123.71
Synergy	2009582071	Little Rascals	385.09
Synergy	2021582566	Rutherford Park	122.23
Synergy	2089556221	Bertram Community Centre	1,001.43
Synergy	2057566352	Price Parkway bore	123.28
Synergy	2093554884	Price Parkway flood lights	118.73
Synergy	2009581984	Wellard Community Centre	1,192.94
Synergy	2001609942	Bertram Park	139.07
Synergy	2033584405	Harrison Way	110.94
Synergy	2069563754	Depot	1,738.46
Synergy	2069563120	Kwinana Adventure Park	1,664.30
Synergy	2037571809	Millbrook Ave bore	27.59
Synergy	2053564626	Ridley Park	21.42
Synergy	2097539193	Borthwick Park retic	114.70
Synergy	2049572987	The Zone	4,599.95
Synergy	2069562898	Incubator	1,617.51
Synergy	2017585406	New Thomas Oval Pavilion (Thomas Kelly)	2,392.69
Synergy	2033583211	Darius Wells Library/Resource Centre	14,680.48
Synergy	2081564188	Recquatic	25,457.48
Synergy	2069560787	Smirks Museum	136.39
Synergy	2009583262	Rhodes Park	289.26
Local Community Insurance S 062-212729KWINA		2022/20223 Marine Cargo Insurance	275.00
OneMusic Australia	258630	Music licencing fees 22/23	7,794.85
Kleenheat	5441029	Gas for various locations	8,060.70
Royal Life Saving Society - Australia	00023335	GSPO online subscription	99.00
Sundry EFT	A11881	Trevor Henry & Delene Henry	202.34
Sundry EFT	07JULY2022	Luke Micallef	300.00
Sundry EFT	07JULY2022	Joy Proby	400.00
Sundry EFT	07JULY2022	Toni Battle	200.00
Sundry EFT	100003	BNI Kwinana Elite	300.00
Sundry EFT	71758	Woolworths Group Ltd	75.00
EFT 19-Jul-2022			
Lo-Go Appointments	426030	426030	2,285.17
Lo-Go Appointments	426028	426028	2,352.57
Lo-Go Appointments	426031	426031	1,893.19
Lo-Go Appointments	426029	426029	919.48
Astro Synthetic Surfaces Pty Ltd	1197	1197	13,673.00
Kwinana Wolves Sports Club	1	1	1,500.00
Remi Lane	20220615-001-01	20220615-001-01	1,000.00
Sexual Health Quarters	SINV25011	SINV25011	660.00
TAFE NSW	9000103009	9000103009	1,650.00
RSPCA WA	30-JUN-22	30-Jun-22	550.00
Clever Design Uniforms	30012	30012	594.60
Allcom Communications	31936	31936	119.35
The Food Bazaar	12	12	200.00
Rivulet Landscapes	832-833	832-833	1,000.00
Ballout Training	INV0002	INV0002	2,250.00
Environmental Industries	C37319	C37319	45,089.72
Environmental Industries	C37320	C37320	32,765.01
Metropolitan Appliance Service	407707	407707	502.98
Perth Zoo	30059916	30059916	66.00
The Royal WA Historical Society	INV-1184	INV-1184	25.00
GHD Pty Ltd	112-0129275	112-0129275	5,610.00

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Payment Listing



Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Aaron Brown Photography	22020	22020	1,000.00
3 Monkeys Audiovisual	21156	21156	17,735.17
Childcare Experts	8827	8827	2,668.05
Anna Kelly	PO139450	PO139450	950.00
Anna Kelly	PO139205	PO139205	350.00
Anna Kelly	PO139455	PO139455	400.00
Anna Kelly	PO139278	PO139278	490.00
Anna Kelly	PO139081	PO139081	560.00
Lifeline WA	30-JUN-22	30-Jun-22	50.00
Western Australian Treasury (GFEEJUN22	GFEEJUN22	GFEEJUN22	59,057.40
Nature Play Solutions	1593	1593	150.00
Advanced Traffic Management 157379	157379	157379	7,733.71
Advanced Traffic Management 157581	157581	157581	1,309.85
Advanced Traffic Management 157381	157381	157381	1,978.02
Advanced Traffic Management 157218	157218	157218	3,009.55
Advanced Traffic Management 157214	157214	157214	2,161.43
Advanced Traffic Management 157382	157382	157382	2,619.68
Advanced Traffic Management 157217	157217	157217	7,303.66
Advanced Traffic Management 157528	157528	157528	339.24
Advanced Traffic Management 157527	157527	157527	3,974.37
Advanced Traffic Management 157580	157580	157580	2,071.97
Advanced Traffic Management 157526	157526	157526	616.40
Dept of Primary Industries & Fisheries 7264130	7264130	7264130	423.75
Apac Aid (Inc)	13056	13056	550.00
Apac Aid (Inc)	13028	13028	1,146.20
Apac Aid (Inc)	12964	12964	3,099.25
Apac Aid (Inc)	13030	13030	1,973.84
Apac Aid (Inc)	12986	12986	3,884.43
Apac Aid (Inc)	13029	13029	2,138.62
Apac Aid (Inc)	13035	13035	1,091.20
Apac Aid (Inc)	12985	12985	1,878.80
Apac Aid (Inc)	12965	12965	1,262.80
Apac Aid (Inc)	13027	13027	2,003.65
Bullet Sign Shop	25223	25223	88.00
Bunnings Building Supplies	2163/01115997	2163/01115997	68.34
Bunnings Building Supplies	2163/99877111	2163/99877111	141.55
Bunnings Building Supplies	2163/01110524	2163/01110524	382.09
Bunnings Building Supplies	2163/01614066	2163/01614066	105.33
Bunnings Building Supplies	2163/99877397	2163/99877397	150.80
Bunnings Building Supplies	2163/01613613	2163/01613613	108.61
Bunnings Building Supplies	2163/01075550	2163/01075550	472.50
Bunnings Building Supplies	2163/01612854	2163/01612854	88.58
Bunnings Building Supplies	2163/00178291A	2163/00178291A	51.30
Bunnings Building Supplies	2163/01618325	2163/01618325	51.29
Bunnings Building Supplies	2163/01213848	2163/01213848	130.17
Bunnings Building Supplies	2163/01041863	2163/01041863	194.89
Cannon Hygiene Australia Pty	97377792	97377792	469.12
Cannon Hygiene Australia Pty	97373103	97373103	1,599.31
Cannon Hygiene Australia Pty	97401352	97401352	-141.31
Chadson Engineering	A0098295	A0098295	331.10
City of Rockingham	122420	122420	14,626.12
Civica Pty Ltd	C/LA026043	C/LA026043	316.80
BullAnt Security Pty	10220263	10220263	423.00
Winc Australia Pty Ltd	9039652472	9039652472	99.97
Porter Consulting Engineers	22319	22319	2,750.00
Porter Consulting Engineers	22431	22431	2,502.50
Porter Consulting Engineers	22430	22430	6,325.00
Porter Consulting Engineers	22369	22369	1,691.25
Porter Consulting Engineers	22370	22370	4,956.88
Department of Transport	8027609	8027609	16.40
Landgate	1198794	1198794	1,551.64
Landgate	374661	374661	252.15
Landgate	375412	375412	1,949.59
Landgate	375692	375692	842.93
Landgate	376531	376531	2,294.76
Domino's Pizza - Kwinana Main	98276-24/06/2022	98276-24/06/2022	154.75
Educational Art Supplies Co	3533272	3533272	189.81
EJ's Mini Excavator	13600	13600	5,280.00
Green Skills Inc / Ecojobs Env	P3052	P3052	3,270.30

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Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Green Skills Inc / Ecojobs Env	P3054	P3054	7,667.90
Green Skills Inc / Ecojobs Env	P3053	P3053	7,848.15
StrataGreen	146445	146445	4,620.00
Gregs Glass	13654	13654	285.00
Harmony Software	3-1251	3-1251	836.60
Harmony Software	3-1262	3-1262	286.70
Harmony Software	3-1225	3-1225	1,081.00
Harmony Software	3-1236	3-1236	380.70
Hart Sport	20207296	20207296	520.00
Hart Sport	20205082	20205082	885.10
Heatley Sales Pty Ltd	C1045770	C1045770	163.83
Heatley Sales Pty Ltd	C103107	C103107	-142.31
Heatley Sales Pty Ltd	C1048320	C1048320	135.48
Blackwood & Sons Ltd	KW3776EF	KW3776EF	1.83
Blackwood & Sons Ltd	KW5215EG	KW5215EG	236.80
K Mart	314352	314352	158.00
K Mart	314039	314039	202.00
K Mart	314055	314055	60.00
K Mart	313990	313990	242.00
K Mart	314063	314063	171.00
K Mart	314328	314328	60.00
K Mart	314071	314071	176.00
K Mart	314344	314344	54.00
K Mart	314336	314336	133.00
Koorliny Arts Centre	4837	4837	610.00
Kwinana Tennis Club Inc	28-JUN-22	28-Jun-22	500.00
Mandogalup Volunteer Fire Br	30-JUN-22	30-Jun-22	5,453.82
Microcom Pty Ltd trading as M	INV030875	INV030875	1,727.00
Canon Production Printing Au:	INV-40910	INV-40910	2,222.00
Canon Production Printing Au:	INV-40099	INV-40099	288.75
Port Printing Works	INV079518	INV079518	195.56
Port Printing Works	INV079623	INV079623	220.55
Sonic Health Plus	2668982	2668982	325.60
Red Sand Supplies Pty Ltd	14421	14421	1,724.80
Ridleys Towing & Transport	39	39	75.00
Ridleys Towing & Transport	40JUNE22	40June22	30.00
Ridleys Towing & Transport	38	38	60.00
Satellite Security Services	IV014623	IV014623	2,892.21
Satellite Security Services	INV014676	INV014676	194.70
Satellite Security Services	IV014547	IV014547	110.00
Seek Limited	502373481	502373481	5,500.00
Shane McMaster Surveys	KWIN 330	Kwin 330	1,650.00
Shane McMaster Surveys	KWIN 329	Kwin 329	880.00
St John Ambulance Australia (F	FAINV00993976	FAINV00993976	128.00
Sunny Sign Company Pty Ltd	481612	481612	111.85
Toll Transport Pty Ltd	0437-T221490	0437-T221490	36.63
WA Limestone Co	BY3021	BY3021	3,263.47
Western Australian Local Gov	I3092007	I3092007	1,723.81
Western Australian Local Gov	I3093753	I3093753	990.00
Western Australian Local Gov	C3013274	C3013274	-214.50
Western Australian Local Gov	C3013294	C3013294	-1,723.81
Waste Stream Management F431907	431907	431907	132.00
Water Corporation of Western	9014249617JUNE22	9014249617June22	578.08
Wurth Australia Pty Ltd	4320126976	4320126976	343.87
Kyocera Document Solutions .90494412	90494412	90494412	23.45
Kyocera Document Solutions .90494419	90494419	90494419	11.09
Kyocera Document Solutions .90494406	90494406	90494406	54.89
Kyocera Document Solutions .90494409	90494409	90494409	85.13
Kyocera Document Solutions .90494413	90494413	90494413	79.05
Kyocera Document Solutions .90494417	90494417	90494417	64.49
Kyocera Document Solutions .90494416	90494416	90494416	42.89
Kyocera Document Solutions .90494415	90494415	90494415	53.43
Kyocera Document Solutions .90494414	90494414	90494414	38.94
Kyocera Document Solutions .90494418	90494418	90494418	20.53
Kyocera Document Solutions .90494401	90494401	90494401	94.18
Kyocera Document Solutions .90494411	90494411	90494411	275.00
Kyocera Document Solutions .90494405	90494405	90494405	115.49
Kyocera Document Solutions .90494410	90494410	90494410	71.78
Kyocera Document Solutions .90494400	90494400	90494400	169.53

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Payee	Invoice	Description	Amount
Kyocera Document Solutions	.90494396	90494396	32.30
Kyocera Document Solutions	.90494397	90494397	36.31
Kyocera Document Solutions	.90494398	90494398	30.68
Kyocera Document Solutions	.90494399	90494399	151.14
Kyocera Document Solutions	.90494408	90494408	238.55
Kyocera Document Solutions	.90494395	90494395	98.29
Kyocera Document Solutions	.90494407	90494407	195.93
Kyocera Document Solutions	.90494404	90494404	69.44
Kyocera Document Solutions	.90494403	90494403	52.89
Kyocera Document Solutions	.90494402	90494402	54.86
Arteil	82126	82126	897.60
Arteil	82344	82344	809.60
Cornerstone Legal	19499	19499	2,145.20
Hames Sharley Pty Ltd	WA015534	WA015534	8,613.00
Hames Sharley Pty Ltd	WA015492	WA015492	1,100.00
Australian Native Nurseries Gi	1758	1758	6,600.00
Beaver Tree Services Aust Pt	82685	82685	25,111.09
Beaver Tree Services Aust Pt	82683	82683	2,487.06
Beaver Tree Services Aust Pt	82488	82488	5,288.81
Beaver Tree Services Aust Pt	82832	82832	-1,768.81
Beaver Tree Services Aust Pt	82681	82681	1,491.85
Beaver Tree Services Aust Pt	82682	82682	3,285.15
Beaver Tree Services Aust Pt	82686	82686	6,521.47
Beaver Tree Services Aust Pt	82680	82680	144,499.05
Beaver Tree Services Aust Pt	82676	82676	2,090.88
Beaver Tree Services Aust Pt	82740	82740	1,708.25
Beaver Tree Services Aust Pt	82688	82688	8,365.13
Beaver Tree Services Aust Pt	82691	82691	11,834.41
Beaver Tree Services Aust Pt	82655	82655	1,716.00
Beaver Tree Services Aust Pt	82703	82703	146,972.80
Beaver Tree Services Aust Pt	82654	82654	2,890.34
Beaver Tree Services Aust Pt	82752	82752	42,975.24
Beaver Tree Services Aust Pt	82653	82653	911.05
Beaver Tree Services Aust Pt	82656	82656	2,311.83
Beaver Tree Services Aust Pt	82753	82753	137,036.68
Veolia - Suez	49081219	49081219	2,399.02
Veolia - Suez	49073462	49073462	177,093.09
Veolia - Suez	166258	166258	153,525.35
Veolia - Suez	49102788	49102788	1,342.04
Veolia - Suez	48686486	48686486	1,602.07
Veolia - Suez	166259	166259	16,669.29
Veolia - Suez	48657116	48657116	174,282.58
Veolia - Suez	166210	166210	149,298.50
Synergy	254890320JUNE22	254890320June22	120.46
Synergy	970964040JUNE22	970964040June22	342.78
Synergy	921049150JUNE22	921049150June22	926.32
Synergy	832505320JUNE22	832505320June22	239.33
Synergy	829280210JUNE22	829280210June22	337.27
Synergy	824098750JUNE22	824098750June22	1,235.58
Synergy	676621320JUNE22	676621320June22	1,307.85
Synergy	345401020JUNE22	345401020June22	1,511.73
Synergy	332324250JUNE22	332324250June22	120.86
Synergy	151880770JUNE22	151880770June22	259.04
Synergy	882174540JUNE22	882174540June22	512.91
Synergy	846031050JUNE22	846031050June22	521.38
Synergy	113658350JUNE22	113658350June22	121.37
Synergy	256732610JUNE22	256732610June22	177.00
Synergy	201352990JUNE22	201352990June22	252.56
Synergy	126641430JUNE22	126641430June22	318.51
Synergy	316580380JUNE22	316580380June22	1,268.39
Synergy	821437900JUNE22	821437900June22	582.71
Synergy	786264020JUNE22	786264020June22	278.78
Synergy	504616220JUNE22	504616220June22	216.36
Synergy	661366430JUNE22	661366430June22	446.17
Synergy	130957780JUNE22	130957780June22	187.00
Synergy	488212530JUNE22	488212530June22	230.97
Synergy	200144210JUNE22	200144210June22	238.51
Synergy	884861450JUNE22	884861450June22	1,116.57
Synergy	380997320JUNE22	380997320June22	192.53

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Payee	Invoice	Description	Amount
Synergy	544003140JUNE22	544003140June22	337.30
Synergy	277773560JUNE22	277773560June22	966.64
Synergy	312758410JUNE22	312758410June22	139.88
Synergy	376279410JUNE22	376279410June22	348.90
Synergy	374623700JUNE22	374623700June22	135.95
Synergy	369871520JUNE22	369871520June22	185.23
Synergy	331026880JUNE22	331026880June22	146.66
Prestige Catering & Event Hire	INV-4248	INV-4248	6,618.60
GlobalX Information Services	PSI0230892	PSI0230892	28.03
ZircoData Pty Ltd	ZDW0231886	ZDW0231886	1,025.38
ZircoData Pty Ltd	ZDW0235724	ZDW0235724	995.72
ABCO Products	INV806815	INV806815	1,168.71
ABCO Products	CM728183	CM728183	-18.51
ABCO Products	INV806439	INV806439	854.37
Ixom Operations Pty Ltd	6542652	6542652	1,056.97
Ixom Operations Pty Ltd	6543745	6543745	122.76
Technology One Limited	211358	211358	8,360.00
Technology One Limited	211357	211357	3,520.00
Technology One Limited	211355	211355	7,837.50
Technology One Limited	211356	211356	1,760.00
City of Whittlesea	137182	137182	22,000.00
Sigma Chemicals	534801	534801	-15.40
Sigma Chemicals	158822/01	158822/01	232.32
Sigma Chemicals	534834	534834	-77.00
Modern Teaching Aids Pty Ltd	44923932	44923932	72.22
Modern Teaching Aids Pty Ltd	44897488	44897488	329.95
Modern Teaching Aids Pty Ltd	44913611	44913611	139.33
Modern Teaching Aids Pty Ltd	44897272	44897272	143.50
Natural Area Consulting Mana	18008	18008	16,929.42
Natural Area Consulting Mana	17962	17962	6,270.00
Wilson Security Pty Ltd	W00293956	W00293956	915.86
Rebel Sport Ltd	66101139781	66101139781	188.36
Downer EDI Works Pty Ltd	6013595	6013595	37,791.93
Downer EDI Works Pty Ltd	6013585	6013585	241.38
Downer EDI Works Pty Ltd	6013534	6013534	13,130.92
Downer EDI Works Pty Ltd	6013551	6013551	424.41
Downer EDI Works Pty Ltd	680456A	680456A	160,331.68
Peel Zoo Pty Ltd	304	304	548.00
Hudson Global Resources (A	AU1285790	AU1285790	5,751.09
Marketforce Pty Ltd	39761	39761	-48.88
Marketforce Pty Ltd	44167	44167	2,101.00
West Coast Shade	11964	11964	13,890.00
HECS Fire	83288	83288	473.00
HECS Fire	83534	83534	1,298.00
KLMedia Pty Ltd	1155183	1155183	88.32
KLMedia Pty Ltd	1155182	1155182	24.88
Hays Specialist Recruitment P	50950724	50950724	3,331.25
Hays Specialist Recruitment P	50950725	50950725	893.40
Hays Specialist Recruitment P	50950726	50950726	2,290.75
Hays Specialist Recruitment P	50981165	50981165	3,234.00
Hays Specialist Recruitment P	50981163	50981163	3,835.99
Hays Specialist Recruitment P	50981164	50981164	1,956.12
Hays Specialist Recruitment P	50999903	50999903	2,714.68
Hays Specialist Recruitment P	50999904	50999904	4,877.41
Hays Specialist Recruitment P	51011596	51011596	3,851.87
Foreshore Rehabilitation & Fe	INV-5125	INV-5125	424.73
Foreshore Rehabilitation & Fe	INV-5091	INV-5091	474.23
Foreshore Rehabilitation & Fe	INV-5122	INV-5122	550.00
Eclipse Soils Pty Ltd	KWIN01R044742	KWIN01R044742	544.50
Eclipse Soils Pty Ltd	KWIN01044742	KWIN01044742	412.50
Commercial Aquatics Australia	27199	27199	1,479.50
Bladon WA Pty Ltd	BWAI51829	BWAI51829	892.65
Bladon WA Pty Ltd	BWAI52035	BWAI52035	544.50
Bladon WA Pty Ltd	BWAI51777	BWAI51777	1,625.25
Bladon WA Pty Ltd	BWAI52032	BWAI52032	110.00
MRP General Pest/Termite Di	109559	109559	128.54
MRP General Pest/Termite Di	109588	109588	155.94
MRP General Pest/Termite Di	109589	109589	571.75
MRP General Pest/Termite Di	109663	109663	215.00

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Payee	Invoice	Description	Amount
MRP General Pest/Termite Di	109590	109590	108.50
MRP General Pest/Termite Di	109664	109664	247.00
MRP General Pest/Termite Di	109587	109587	145.00
MRP General Pest/Termite Di	109601	109601	283.25
MRP General Pest/Termite Di	109566	109566	390.00
MRP General Pest/Termite Di	109662	109662	321.31
MRP General Pest/Termite Di	109565	109565	434.00
MRP General Pest/Termite Di	109564	109564	197.00
MRP General Pest/Termite Di	109603	109603	217.00
MRP General Pest/Termite Di	109554	109554	255.00
MRP General Pest/Termite Di	109557	109557	197.00
MRP General Pest/Termite Di	109561	109561	708.37
MRP General Pest/Termite Di	109563	109563	472.00
MRP General Pest/Termite Di	109560	109560	257.08
MRP General Pest/Termite Di	109558	109558	624.21
MRP General Pest/Termite Di	109562	109562	257.50
MRP General Pest/Termite Di	109553	109553	111.24
MRP General Pest/Termite Di	109552	109552	724.79
MRP General Pest/Termite Di	109548	109548	609.25
MRP General Pest/Termite Di	109549	109549	531.97
MRP General Pest/Termite Di	109551	109551	451.17
MRP General Pest/Termite Di	109550	109550	235.66
MRP General Pest/Termite Di	110127	110127	139.00
MRP General Pest/Termite Di	109555	109555	144.97
MRP General Pest/Termite Di	109556	109556	341.03
LD Total	120807	120807	158.15
LD Total	120873	120873	9,256.50
LD Total	120848	120848	2,475.00
LD Total	121069	121069	14,481.93
T J Depiazzi & Sons	122987	122987	3,905.51
JB Hi-Fi Rockingham	103432771-100	103432771-100	549.00
BGC (Australia) Pty Ltd	IO582354	IO582354	327.80
BGC (Australia) Pty Ltd	IO580908	IO580908	363.44
BGC (Australia) Pty Ltd	IO581212	IO581212	393.80
Jaycar Pty Ltd	451 1 1168120	451 1 1168120	199.85
Natsync Environmental	3462	3462	2,475.00
Complete Office Supplies Pty	11181351	11181351	44.10
Artcom Fabrication	00036769JUNE	00036769June	13,886.40
Boffins Bookshop Pty Ltd	INV0167035	INV0167035	811.44
Boffins Bookshop Pty Ltd	INV0167133	INV0167133	4,366.78
Boffins Bookshop Pty Ltd	INV0167183	INV0167183	2,873.13
Spotlight Pty Ltd	65012942373	65012942373	45.90
Spotlight Pty Ltd	65060817289	65060817289	451.00
Spotlight Pty Ltd	65060817005	65060817005	496.20
LGISWA	100-147676	100-147676	915.20
Compact Mobile Entertainmer	2683	2683	850.00
Baileys Fertilisers	30826	30826	1,325.01
Rockingham Mitsubishi	RMCSR716933	RMCSR716933	1,919.90
Centrecare	SI-0002308	SI-0002308	2,062.50
Woodlands Distributors & Age	KWAI-028	KWAI-028	1,336.50
Master Lock Service	8984	8984	100.00
Master Lock Service	8899	8899	205.00
Master Lock Service	8901	8901	125.00
Totally Workwear Rockingham	RK111035	RK111035	162.00
Totally Workwear Rockingham	RK39984.D1	RK39984.D1	2,769.90
Bent Logic	35506	35506	3,415.50
Programmed Property Service	SINV632865	SINV632865	8,250.00
Kev's Wheelie Kleen	17418	17418	110.00
Accord Security Pty Ltd	26831	26831	577.50
Accord Security Pty Ltd	26843	26843	1,933.80
Accord Security Pty Ltd	26426	26426	3,039.30
ECO Imports Pty Ltd	SI-152149	SI-152149	1,345.00
Birdlife Australia WA	4410	4410	250.00
Zenien Pty Ltd T/as ATFT Ast	I9859	I9859	16,511.84
ALSCO Pty Ltd	CPER2241063	CPER2241063	62.98
ALSCO Pty Ltd	CPER2239184	CPER2239184	63.56
Imagesource Digital Solutions	P504	P504	1,414.60
Imagesource Digital Solutions	P500	P500	380.60
Imagesource Digital Solutions	462860	462860	2,766.50

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Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Imagesource Digital Solutions	P485	P485	275.00
GC & A Hogan Pty Ltd	6640	6640	4,310.50
Woolworths Group Limited	124644007	124644007	100.85
Woolworths Group Limited	125400384	125400384	230.10
Woolworths Group Limited	125296722	125296722	96.62
Woolworths Group Limited	125878040	125878040	66.40
Woolworths Group Limited	124077799	124077799	108.80
Elexacom	117921	117921	1,414.12
Elexacom	117907	117907	1,763.95
Elexacom	117868	117868	477.84
Elexacom	117911	117911	613.32
Elexacom	117910	117910	2,371.62
Elexacom	117901	117901	91.70
Elexacom	117899	117899	198.33
Elexacom	117908	117908	4,582.85
Elexacom	117904	117904	1,065.46
Elexacom	117902	117902	286.92
Elexacom	117913	117913	245.28
Elexacom	117917	117917	160.47
Elexacom	117919	117919	3,033.45
Elexacom	117746	117746	39,236.80
Elexacom	117996	117996	834.37
Elexacom	118001	118001	955.75
Elexacom	118002	118002	1,474.11
Elexacom	118003	118003	421.32
Elexacom	118004	118004	735.68
Elexacom	118005	118005	236.54
Elexacom	118007	118007	1,517.90
Elexacom	117920	117920	2,279.82
Elexacom	117916	117916	486.18
Elexacom	117918	117918	739.87
Zip Heaters	3883383	3883383	120.00
Zip Heaters	3882681	3882681	239.80
Beacon Equipment	5040	5040	39,809.00
Isentia Pty Limited	MN0842546	MN0842546	165.00
Shelford Constructions Pty Ltd	32BAR/4	32BAR/4	144,697.28
Australia Post	1011653674	1011653674	7,104.20
Slimline warehouse	402846	402846	612.37
Advance Scanning Services	20167644	20167644	990.00
Quantum Building Services	4877	4877	120,604.26
Quantum Building Services	4860	4860	4,051.30
Quantum Building Services	4861	4861	2,348.78
Sports Power Kwinana	290622	290622	152.96
Sports Power Kwinana	86210	86210	-134.94
Pickles Auctions	DI000266705	DI000266705	165.00
GreenLite Electrical Contract	2319	2319	15,422.44
Kerb Direct Kerbing Pty Ltd	73475	73475	9,849.82
Glen Flood Group Pty Ltd	INV-1971	INV-1971	1,425.60
Fire And Safety Australia Pty Ltd	TX007629	TX007629	1,035.00
Fire And Safety Australia Pty Ltd	TX007876	TX007876	275.00
Envirosweep	99747	99747	4,331.09
Envirosweep	95035	95035	1,342.91
Envirosweep	99752	99752	3,860.17
Envirosweep	99746	99746	2,645.17
Envirosweep	98856	98856	2,909.67
Genie Australia	INV0440733	INV0440733	435.88
Purearth	INV-2361	INV-2361	10,871.48
Landscape and Maintenance	INV-2812	INV-2812	6,696.94
Baldivis Transport Pty Ltd	2854	2854	175.00
Baldivis Transport Pty Ltd	2870	2870	350.00
McLeods Barrister & Solicitors	125149	125149	2,051.10
McLeods Barrister & Solicitors	125148	125148	1,238.51
McLeods Barrister & Solicitors	124948	124948	396.00
McLeods Barrister & Solicitors	124947	124947	1,256.50
Kearns Garden Supplies	76JUNE22	76June22	111.04
Air Liquide Australia	YH1498	YH1498	50.56
TenderLink	AU-496137	AU-496137	215.60
TenderLink	AU-484048	AU-484048	646.80
Natsales Advertising Pty Ltd	348157	348157	1,732.50

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Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
WA Library Supplies	128497	128497	733.00
TheComputerSchool.Net	IV153592	IV153592	1,644.50
Plantrite	42941	42941	7,298.50
Parkers WA	INV-3323	INV-3323	423.50
Native Plants WA	INV-0355	INV-0355	4,217.20
Classic Hire	238348-6	238348-6	299.20
The Worm Shed	6847	6847	2,295.00
Lana Vanessa Whittleton	SSS084JUNE22	SSS084June22	985.00
Business Base	INV-20279	INV-20279	2,435.00
Playmaster Pty Ltd	INV-1358	INV-1358	2,832.50
Shred-X Pty Ltd	1833747	1833747	83.51
Alex Krsnik	SQ22087	SQ22087	3,292.08
Retech Rubber	3762	3762	390.50
Oban Group Pty Ltd	32234A	32234A	33,000.00
The Lucy Saw Centre	28-JUN-22	28-Jun-22	905.50
Strategic DCP Consulting	41	41	1,301.58
Medina IGA 101	APR-52	Apr-52	16.19
SoCo Studios	2920	2920	668.25
R U Ok? Limited	30-JUN-22	30-Jun-22	50.00
Hydroquip Pumps	INV-43487	INV-43487	5,610.53
Dowsing Group Pty Ltd	18457	18457	1,264.96
Dowsing Group Pty Ltd	18522	18522	9,285.92
Dowsing Group Pty Ltd	18400	18400	1,225.73
Dowsing Group Pty Ltd	18404	18404	65,426.54
DNR Contracting Pty Ltd	1314	1314	3,828.00
DNR Contracting Pty Ltd	1316	1316	10,529.84
Donovan Payne Architects	INV001038	INV001038	14,300.00
Bliss Momos Cafe & Restaura	1017	1017	400.00
Bliss Momos Cafe & Restaura	1016	1016	260.00
Back Beach Co Pty Ltd	18578	18578	286.00
Portner Press Pty Ltd	INV-30709	INV-30709	39.90
Mackie Plumbing and Gas Pty	I103304	I103304	539.00
Mackie Plumbing and Gas Pty	I103373	I103373	121.74
Mackie Plumbing and Gas Pty	I103355	I103355	74.44
Mackie Plumbing and Gas Pty	I103255	I103255	298.89
Mackie Plumbing and Gas Pty	I102908	I102908	133.89
Mackie Plumbing and Gas Pty	I103171	I103171	1,738.00
Mackie Plumbing and Gas Pty	I103280	I103280	74.44
Mackie Plumbing and Gas Pty	I103306	I103306	333.19
Mackie Plumbing and Gas Pty	I103299	I103299	316.30
Mackie Plumbing and Gas Pty	I102860	I102860	111.66
Mackie Plumbing and Gas Pty	I103276	I103276	74.44
Mackie Plumbing and Gas Pty	I103220	I103220	341.20
Premier & Cabinet Departmen	1002098	1002098	93.60
Premier & Cabinet Departmen	1001806	1001806	1,044.00
As Clean As A Whistle	1165	1165	819.50
Kwinana Butcher Pty Ltd T/As	23	23	69.89
Australian HVAC Services Pty	67089	67089	77,749.58
Australian HVAC Services Pty	67097	67097	240.70
Australian HVAC Services Pty	67093	67093	240.70
Australian HVAC Services Pty	67050	67050	2,860.94
Infocouncil Pty Ltd	INFO-202412	INFO-202412	19,632.80
Crawlin Crocodile	159	159	396.00
Onpoint Strategy & Donna Bai	1052	1052	8,901.00
Darren Hutchens Artist	1064	1064	2,200.00
Kadeklerk Photography	PO139303	PO139303	1,550.00
Kadeklerk Photography	PO139129	PO139129	100.00
Kadeklerk Photography	PO139089	PO139089	200.00
Kadeklerk Photography	PO138244	PO138244	375.00
Veraison Training and Develo	INV-0968	INV-0968	3,371.50
Veraison Training and Develo	INV-0966	INV-0966	1,980.00
Veraison Training and Develo	INV-0967	INV-0967	2,046.00
Veraison Training and Develo	INV-0965	INV-0965	1,650.00
Automation Group	SI-00354828	SI-00354828	4,999.28
Bulletproof Civil Pty Ltd	INV-0303	INV-0303	10,995.88
Bertram Healthy Massage	360-619148	360-619148	1,010.00
Badminton For Life Pty Ltd	237	237	330.00
Focused Vision Consulting Pty	INV-0656	INV-0656	6,988.30
Focused Vision Consulting Pty	INV-0600	INV-0600	9,091.50

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Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Asbestos Masters WA	148	148	4,565.00
Woolworths Group Open Pay	TXN853865	TXN853865	250.00
Woolworths Group Open Pay	125400384	125400384	-230.10
Woolworths Group Open Pay	1254000384	1254000384	230.10
Woolworths Group Open Pay	TXN811066	TXN811066	128.00
Woolworths Group Open Pay	TXN856908	TXN856908	89.70
Woolworths Group Open Pay	TXN859977	TXN859977	189.95
Woolworths Group Open Pay	TXN859499	TXN859499	3.90
Woolworths Group Open Pay	TXN792047	TXN792047	49.10
Woolworths Group Open Pay	TXN858320	TXN858320	210.00
Woolworths Group Open Pay	TXN859461	TXN859461	27.99
Woolworths Group Open Pay	TXN849321	TXN849321	104.40
Woolworths Group Open Pay	TXN859498	TXN859498	162.00
Woolworths Group Open Pay	TXN853452	TXN853452	3.90
Woolworths Group Open Pay	TXN849306	TXN849306	123.90
Woolworths Group Open Pay	TXN856640	TXN856640	36.30
Woolworths Group Open Pay	TXN856441	TXN856441	99.45
Woolworths Group Open Pay	TXN836207	TXN836207	201.04
StepChange Consultants Pty I	SC0013806	SC0013806	4,730.00
StepChange Consultants Pty I	SC0013808	SC0013808	4,378.00
StepChange Consultants Pty I	SC0013702	SC0013702	11,825.00
D&M Waste Management	INV-0935	INV-0935	27,750.25
D&M Waste Management	INV-0936	INV-0936	28,947.60
D&M Waste Management	INV-0943	INV-0943	5,643.55
ETS Infrastructure Manageme	156846	156846	2,207.70
ETS Infrastructure Manageme	156931	156931	23,279.16
ETS Infrastructure Manageme	156930	156930	13,432.32
ETS Infrastructure Manageme	157080	157080	1,589.50
ETS Infrastructure Manageme	157084	157084	13,139.28
illion Australia Pty Ltd	981252	981252	110.00
illion Australia Pty Ltd	978413	978413	110.00
Complete Portables	MW/230309	MW/230309	1,417.43
AK Food Services WA Pty Ltd	188	188	85.50
AK Food Services WA Pty Ltd	111	111	125.00
AK Food Services WA Pty Ltd	999	999	400.00
Kamalika Andrews	82	82	370.00
Galaxy 42 Pty Ltd	FTIG42002562	FTIG42002562	7,260.00
Galaxy 42 Pty Ltd	FTIG42002561	FTIG42002561	3,630.00
Galaxy 42 Pty Ltd	FTIG42002559	FTIG42002559	3,176.25
Galaxy 42 Pty Ltd	FTIG42002560	FTIG42002560	15,427.50
Galaxy 42 Pty Ltd	FTIG42002557	FTIG42002557	19,965.00
Veale Corporation Pty Ltd	17818199	17818199	271.20
Veale Corporation Pty Ltd	17816674/1	17816674/1	-212.20
Veale Corporation Pty Ltd	17818194	17818194	271.20
Veale Corporation Pty Ltd	17816674/A	17816674/A	-212.20
Trophy Express	15924	15924	1,120.50
Spyker Technologies Pty Ltd	2122391	2122391	1,677.50
RCA Civil Group Pty Ltd	2373	2373	20,326.90
Systems Edge Management	INV-3303	INV-3303	6,912.95
The Skateboarding Program	INV-0023	INV-0023	1,080.00
All Lines	INV-0077	INV-0077	1,265.00
The Chelsea Trust	5445	5445	1,012.00
Robert Walters Pty Ltd	1993540	1993540	5,291.44
Robert Walters Pty Ltd	1989542	1989542	5,159.15
Inclusion Solutions Limited	1363	1363	3,520.00
Getlow with Emma	PO138133	PO138133	2,400.00
Reads West Coast Maintenan	INV-3281	INV-3281	7,183.55
Reads West Coast Maintenan	INV-3457	INV-3457	937.38
Industrial Automation Group P	SINV-14867	SINV-14867	4,114.00
Sydney Tools Pty Ltd	8546372	8546372	31.00
Molly Wellington	INV-063	INV-063	3,850.00
Molly Wellington	INV-063	INV-063	2,200.00
Molly Wellington	INV-063A	INV-063A	-3,850.00
Aaron Thomas	687	687	300.00
The Escape Hunt Perth	911	911	320.00
Deadly Denim	58	58	1,000.00
Creative Communities	554	554	3,531.00
Nova Trust	6128	6128	1,084.98
Foost Pyt Ltd	INV-2827	INV-2827	5,626.50

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Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Oracle Customer Management	178912	178912	1,515.07
Thuroona Services Pty Ltd	INV-2021488	INV-2021488	27,192.00
Sundry EFT	604010557K	Centrelink	68.66
Sundry EFT	25304	Renae Nicholson	500.00
Sundry EFT	24765	Megan Watson	350.00
Sundry EFT	24314	Kennedy Chiyangwa	325.00
Sundry EFT	25189	R Ladiges & A Costarella	350.00
Susan Michele Wiltshire	1/A-598808	1/A-598808	190.00
Jodie Evans	30-JUN-22	30-Jun-22	54.37
EFT 20-Jul-2022			
Bright Futures Family Day Car	100722 TO 170722	FDC Payroll 100722 to 170722	25,824.60
Bright Futures In Home Care	- 110722 TO 170722	IHC Payroll 110722 to 170722	8,694.99
EFT 21-Jul-2022			
LGRCEU	KWINANA 10/07/2022	LGREC F/T	407.27
LGRCEU	KWINANA 10/07/2022	LGREC P/T	11.00
EFT 27-Jul-2022			
Lo-Go Appointments	H1011	Temp staff week ending 020722	1,847.19
Lo-Go Appointments	H1082	Temp staff week ending 160722	2,295.40
Lo-Go Appointments	H1046	Temp staff week ending 090722	1,833.60
Citizens Advice Bureau of WA	11JULY2022	Mediation services 010722 to 300622	4,950.00
Easifleet	161013	Lease vehicle 1EWD289 July 22	394.98
Easifleet	160280	Lease vehicle 1EWD289 June 22	394.98
Carol Elizabeth Adams	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	11,980.39
Australia Post	1011648456	Commission Fees	120.48
Bunnings Building Supplies	2163/01620422	Grinding disc for pathways	113.05
Bunnings Building Supplies	2442/01832664	Purchase of plants	235.25
Civica Pty Ltd	C/LGO26152	PPS consulting	11,000.00
Civica Pty Ltd	C/LA026207	Spydus Library support 22/23	42,685.50
StrataGreen	146416	Solo knapsack sprayer 15ltr	567.67
Heatley Sales Pty Ltd	C1036816	Purchase of boots	167.42
Blackwood & Sons Ltd	KW5279EL	Spray paint for Depot	137.28
Kwinana South Bush Fire Brig	11JULY2022	Annual donation to Brigade 2022/2023	3,000.00
Local Government Profession:	27411	2022-2023 Silver Government subscription	2,200.00
Local Government Profession:	33975	Property and Economy WA webinar	43.00
Mandogalup Volunteer Fire Br	11JULY2022	Annual donation to Brigade 2022/2023	3,000.00
Nilfisk Pty Ltd	PR10004711	Recquatic hire floor scrubber July 23	660.00
Paint Industries	64546	Eco graffiti remover	1,132.56
Parks And Leisure Australia	W18950	Park and Leisure membership June 2023	297.00
Scitech Discovery Centre	FTI-004122	Incursion for Darius Wells 110722	540.00
Sportsworld Of WA	141439	Recquatic goggles order	838.20
Telstra	K613706480-6	ICT cloud disaster recovery services	2,430.81
T-Quip	111846#12	V-Belts x 2 for mowers	110.50
Water Corporation of Western	9000334589JUL22	Feilman Building fire service	773.56
Water Corporation of Western	9012573982JUL22	Incubator	345.68
Water Corporation of Western	9000340874JUL22	Callistemon Court	3,763.91
Water Corporation of Western	9000341914JUL22	U23/40-46 Meares Ave Kwinana	165.88
Water Corporation of Western	9000341922JUL22	U24/40-46 Meares Ave Kwinana	165.88
Water Corporation of Western	9000341201JUL22	Banksia Park	5,080.46
Water Corporation of Western	9000340559JUL22	Adventure Park toilets/tennis courts	754.11
Water Corporation of Western	9000313235JUL22	Peace Park	5.29
Water Corporation of Western	9014051352JUL22	Bertram Community Centre	662.69
Water Corporation of Western	9000374062JUL22	Wells Park toilets	63.50
Water Corporation of Western	9000342570JUL22	Rhodes Park	221.92
Water Corporation of Western	9023548352JUL22	Apsley Park drink fountains/playground	21.17
Water Corporation of Western	9012543409JUL22	Admin/Arts/Parmelia	2,557.28
Water Corporation of Western	9000341578JUL22	Recquatic/Zone	8,030.18
Water Corporation of Western	9013156996JUL22	Darius Wells Library/Resource Centre	2,155.95
Water Corporation of Western	9000319469JUL22	Chisham Oval	76.73
Water Corporation of Western	9011593586JUL22	Recquatic industrial waste charges	432.06
Water Corporation of Western	9014249617JUL22	Bertram Oval Club Facility	10.58
Water Corporation of Western	9000323724JUL22	Frank Konecny Centre	383.16
Westbooks	329782	Library books supply	608.51
Dennis Cleve Wood	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Sherilyn Wood	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Maia Financial Pty Ltd	C37426	Licence for 010822 to 311022	1,878.75
Dell Australia Pty Ltd	2411055020	30x wireless keyboard and mouse	1,650.00
Dell Australia Pty Ltd	2411061348	Service of computer equipment	331.77
Synergy	2029578148	Wells Park toilets	399.64
Synergy	2065577252	Chipperton Park	766.73

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Payee	Invoice	Description	Amount
Synergy	2073572194	Orelia Oval	1,517.37
Synergy	2049581528	Thomas Oval retic	123.08
Synergy	2005582140	Admin/Arts/Parmelia	13,028.99
GlobalX Information Services	PSI0234540	Company searches	91.86
Neverfail Springwater	INV-000663601	Water filter rental and water for Admin	35.40
Toyota Fleet Management	1005493	Lease vehicle 1HFE114 July 22	635.24
Peter Edward Feasey	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	4,877.87
Chefmaster Australia	00057201	Drum liner for City Operations	1,900.00
Hays Specialist Recruitment F	51015117	Temp staff week ending 100722	3,851.87
KAJ Installations & Services	00009002	Gen 2 battery backup and auto opener	883.30
KAJ Installations & Services	00009070	Waste disposal of garage motors	44.00
T J Depiazzi & Sons	123231	Mulch deliver to depot x 3pb	4,060.68
BGC (Australia) Pty Ltd	IO584162	N2514 concrete x 1.6m	256.52
Complete Office Supplies Pty	11218665	Stationery for Recquatic	188.10
LGISWA	100-1448437	Insurance renewal 2022-2023	505,281.39
ALSCO Pty Ltd	CPER2245958	Linen hire for OCM Council dinners	58.63
Plants & Garden Rentals	00018196	Plant hire for Darius Wells	215.60
Imagesource Digital Solutions	463236	City of Kwinana corflute signs	253.00
Woolworths Group Limited	127598061	Items for City Operations	150.35
Woolworths Group Limited	128157071	Items for Recquatic	68.40
Woolworths Group Limited	128873413	Operation Depot Catering	175.35
Woolworths Group Limited	126923789	Items for Administration Building	101.12
Woolworths Group Limited	127597296	Items for Administration Building	161.90
Elexacom	118081	Inspect service rack at the Zone	252.16
Alyka Pty Ltd	INV-33696	Web hosting and licensing 0722 to 1223	1,980.00
Pickles Auctions	DI000268082	Vehicle impound fee	165.00
Flex Industries Pty Ltd	1037602	Brake exhaust replacement	2,959.00
Kwinana Veterinary Hospital F	187839	Animal services	80.00
Kwinana Veterinary Hospital F	184589	Animal services	25.90
Kwinana Veterinary Hospital F	185123	Animal services	239.45
Kwinana Veterinary Hospital F	185255	Animal services	333.25
Kwinana Veterinary Hospital F	185296	Animal services	120.00
Kwinana Veterinary Hospital F	185758	Animal services	200.00
Kwinana Veterinary Hospital F	187625	Animal services	228.25
Kwinana Veterinary Hospital F	187773	Animal services	240.00
Diversity Sustainable Develop	23	Sim hosting 010722 to 300622	2,442.00
Total Tools Rockingham	209840	Workshop minor plant	1,861.25
Ecospill Pty Ltd	INV00786867E	Absorbent mats and spill kits	98.55
Alinea Inc	INV24157	Library loan service 2022/2023	7,309.91
Vocus Communications	P882743	Vocus internet express	1,287.00
Matthew James Rowse	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Apple Pty Ltd	AJ15143886	Apple iPhone SE 64GB x 5	3,377.00
All Ages First Aid Training	0500144497	CPR Course 080722	50.00
Bang the Table Pty Ltd	INV-3709	Annual Engagement HQ licence	30,800.00
Agedcare 101 Pty Ltd	DCMI-1222	Subscription access 150722 to 150723	2,414.50
Chorus Australia Ltd	SINV0019034	Mowing services at Bright Futures	457.38
Outback Handyman	3766	Replace front door at Callistemon U53	552.20
Outback Handyman	3773	Re grout and silicone shower base Banksia Park V44	231.00
OneMusic Australia	257589	Group fitness music fees 22-23	18,004.61
Turf Care WA Pty Ltd	INV-5127	Application of Casper to various ovals	3,358.54
Kissane & Co	INV-200695	Skip trace and service of minor cases	193.60
Kissane & Co	INV-200698	Skip trace and service of minor cases	193.60
Burson Automotive Pty Ltd	123861010	Service filter kit for 1HDI935	89.33
Burson Automotive Pty Ltd	123860756	Service filter kit for KWN2108	82.51
Burson Automotive Pty Ltd	123860667	Service filter kit for KWN2132	82.51
Burson Automotive Pty Ltd	123860537	Service filter kit for 1HFW755	70.18
Burson Automotive Pty Ltd	123860465	Service filter kit for KWN2133	82.51
Burson Automotive Pty Ltd	123859386	Service filter kit for 1GEO493	62.66
Burson Automotive Pty Ltd	123859342	Service filter kit for KWN2131	82.51
Burson Automotive Pty Ltd	123858654	Service filter kit for KWN2094	74.81
Burson Automotive Pty Ltd	123858583	Service filter kit for KWN2053	82.51
Burson Automotive Pty Ltd	123884486	Service filter kit for KWN2007	181.50
Burson Automotive Pty Ltd	123884725	Service filter kit for KWN005	202.13
Burson Automotive Pty Ltd	123884812	Service filter kit for KWN2040	93.62
Burson Automotive Pty Ltd	123884916	Service filter kit for KWN2044	137.78
Burson Automotive Pty Ltd	123885045	Service filter kit for KWN2072	137.78
Burson Automotive Pty Ltd	123885957	Service filter kit for KWN2073	137.78
Burson Automotive Pty Ltd	123886876	Service filter kit for 1GMX033	133.66
Burson Automotive Pty Ltd	123887048	Service filter kit for KWN2101	181.50

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Payee	Invoice	Description	Amount
Burson Automotive Pty Ltd	123887562	Service filter kit for 1GWY489	312.96
Burson Automotive Pty Ltd	123887684	Service filter kit for KWN2162	312.96
Mackie Plumbing and Gas Pty	1103429	Banksia V31 repairs to kitchen mixer	183.09
Mackie Plumbing and Gas Pty	1103480	Inspect dishwasher at Darius Wells	80.09
Mackie Plumbing and Gas Pty	1103511	Unblock toilet at U53 Callistemon	454.15
Mackie Plumbing and Gas Pty	1103513	Investigate blockage with camera Callistemon U2	248.04
Palm Lakes Garden and Land	4062	Banksia V12 retic repairs	232.00
Palm Lakes Garden and Land	4068	Cut out tree roots from underneath paver Banksia Park	330.00
Jax Tyres Kwinana	17753	Puncture repair 1GPL248	39.00
Jax Tyres Kwinana	19436	New tyres 1GPL248	235.00
Woolworths Group Open Pay	TXN901116	Items for sensory play at Creche	156.35
Bricks 4 Kidz Baldivis	INV-0705	Lego workshop for John Wellard 140722	595.00
Susan Edith Kearney	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Barry Charles Winmar	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Michael Brown	COUNCILLOR ALLOWANCE JULY	Council Meeting Fees & Allowances July 22	2,961.25
Galaxy 42 Pty Ltd	FTIG42002698	Customer support services July 22	8,800.00
Systems Edge Management	INV-3289	Strategy review of Local Commercial and Activity Centres	9,611.25
Paxon Business & Financial S	I50024	Internal audit Asset Management	8,800.00
All Lines	INV-0079	No stopping lines at Leda Primary School	3,025.00
All Lines	INV-0082	Acrod parking bays x 2	550.00
Robert Walters Pty Ltd	400002963	Temp staff week ending 100722	5,291.44
Tegan Jenkins Art	000184	Workshop facilitation 160722	460.00
Sundry EFT	11881	Trevor Henry & Delene Henry	1,817.66
Sundry EFT	23906	A&K Isberg	300.38
Sundry EFT	24842	Wellard Management Pty Ltd	300.38
Sundry EFT	17532	Kim Norder	926.05
EFT 28-Jul-2022			
Bright Futures Family Day Car	180722 TO 240722	FDC payroll 180722 to 240722	22,686.75
Bright Futures In Home Care -	180722 TO 240722	IHC payroll 180722 to 240722	10,125.38
Woolworths Group Open Pay	TXN783683	Consumables for the Zone	157.24
Woolworths Group Open Pay	TXN823268 ORD246529	Lollies for school holiday program	7.80
Willem Barend De Klerk	E0387610	WWCC Reimbursement	87.00
EFT 29-Jul-2022			
Australian Taxation Office	KWINANA 10/07/2022	PAYG tax withheld	188.00
Australian Taxation Office	KWINANA 15/07/2022	PAYG tax withheld	4,160.00
Australian Taxation Office	KWINANA 24/07/2022	PAYG tax withheld	195,874.00
Australian Taxation Office	KWINANA 24/07/2022	PAYG tax withheld	1,148.00
Australian Taxation Office	KWINANA 24/07/2022	PAYG tax withheld	5,650.00
LGRCU	KWINANA 24/07/2022	LGREC F/T	364.37
LGRCU	KWINANA 24/07/2022	LGREC P/T	11.00
Australian Services Union	KWINANA 24/07/2022	Aust Service Union F/T	200.23
Australian Services Union	KWINANA 24/07/2022	Aust Service Union P/T	71.70
Child Support Agency	KWINANA 24/07/2022	Child Support Agency	163.93
City of Kwinana - Xmas fund	KWINANA 24/07/2022	Christmas Saver	6,866.64
Health Insurance Fund of WA	KWINANA 24/07/2022	Health Insurance Fund of WA (HIF)	765.95
Maxxia Pty Ltd	KWINANA 24/07/2022	Novated Lease (Maxxia) - Pre Tax	1,275.23
Maxxia Pty Ltd	KWINANA 24/07/2022	Novated Lease (Maxxia) - Post Tax	1,082.24
Total EFT			4,827,838.37
Automatic Deductions			
Automatic Deductions 01-Jul-2022			
Ampol Australia Petroleum Pt	0302042728	Fleet Fuel 010622 to 300622	11,646.07
BP Australia Pty Ltd	12143486	Fleet Fuel 010622 to 300622	21,127.42
Go Go On-Hold Pty Ltd	00058917	Messages on hold July 2022	198.00
Wright Express Australia Pty L	80	Fleet Fuel 010622 to 300622	917.75
Windcave Pty Ltd	1993140	EFT machine fees various locations	231.22
Automatic Deductions 04-Jul-2022			
Commonwealth Bank		Corporate Credit Card Purchases	4,530.28
Commonwealth Bank		Corporate Credit Card Purchases	8,703.60
Commonwealth Bank		Corporate Credit Card Purchases	1,027.61
Commonwealth Bank		Corporate Credit Card Purchases	12.00
Commonwealth Bank		Corporate Credit Card Purchases	2,905.69
Commonwealth Bank		Corporate Credit Card Purchases	6,814.90
Commonwealth Bank		Corporate Credit Card Purchases	786.55
Commonwealth Bank		Corporate Credit Card Purchases	4,864.63
Commonwealth Bank		Corporate Credit Card Purchases	9,212.80
Commonwealth Bank		Corporate Credit Card Purchases	143.30
Commonwealth Bank		Corporate Credit Card Purchases	936.90

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Payment Listing



Payments made between 01-Jul-2022 and 31-Jul-2022

Payee	Invoice	Description	Amount
Commonwealth Bank		Corporate Credit Card Purchases	4,340.09
Automatic Deductions 05-Jul-2022			
iinet Technologies Pty Ltd	739600803	Internet service Bertram Community Centre	79.99
Automatic Deductions 06-Jul-2022			
iinet Technologies Pty Ltd	132717172	Internet connection various locations	589.93
Automatic Deductions 11-Jul-2022			
TPG Internet Pty Ltd	I294548042	Internet service Kwinana South	59.99
Automatic Deductions 16-Jul-2022			
TPG Internet Pty Ltd	I294880807	Internet service Mandogalup Station	59.99
Total Automatic Deductions			79,188.71
Payroll			
Payroll		KWINANA 10/07/2022	669,354.31
Payroll		KWINANA 24/07/2022	667,543.82
Payroll		KWINANA 15/07/2022	8,027.17
Payroll		KWINANA 01/07/2022	3,914.31
Payroll		KWINANA 07/07/2022	568.89
Total Payroll			1,349,408.50
Grand Total			6,293,231.63

*Sundry EFT includes bond refunds, rate refunds or individuals receiving a one off payment

*Transactions made in EFT batch dated 19th July 2022 were migrated from Authority to OneCouncil and details of these payments are available on request



Credit Card Transactions

Payments made between 01-Jul-2022 and 31-Jul-2022



Reference	Trans Date	Payment Date	Amount (incl GST)	Transaction Description
Credit Card Coordinator Events, Engagement and Grants			4,530.28	
100025	06/09/2022	4/07/2022	269.00	7x platters for the Medina Place Plan
100025	06/09/2022	4/07/2022	10.70	Catering for the David Engwicht Workshop
100025	06/10/2022	4/07/2022	660.00	Firewood - x3 trailer loads
100025	06/10/2022	4/07/2022	121.70	IAPS Methods catering
100025	06/14/2022	4/07/2022	111.83	IAPS Methods catering
100025	06/14/2022	4/07/2022	191.20	IAPS Methods catering
100025	06/15/2022	4/07/2022	140.00	OMG! Fringe Event catering
100025	06/15/2022	4/07/2022	17.00	OMG! Fringe Event decorations
100025	06/15/2022	4/07/2022	121.00	Purchase of umbrellas and ponchos
100025	06/16/2022	4/07/2022	225.35	OMG! Fringe Supplies
100025	06/16/2022	4/07/2022	108.00	OMG! Fringe Event - straw bales
100025	06/17/2022	4/07/2022	105.00	OMG! Fringe Event - food van
100025	06/17/2022	4/07/2022	14.50	OMG! Fringe Event - ice
100025	06/18/2022	4/07/2022	50.00	OMG! Fringe Event - food van
100025	06/20/2022	4/07/2022	185.00	Purchase of name staff movement board
100025	06/22/2022	4/07/2022	2,200.00	Purchase of IAP2 Corporate Membership
Credit Card Chief Executive Officer			786.55	
100036	08.06.2022	4/07/2022	6.40	Parking CEO meeting with JTSI
100036	14.06.2022	4/07/2022	5.15	Parking CEO WALGA meeting
100036	14.06.2022	4/07/2022	775.00	Chartered Accountants annual subscription
Credit Card Rates Coordinator			8,703.60	
100024	03/06/2022	4/07/2022	195.00	Milestone event

100024	03/06/2022	4/07/2022	179.00	Annual subscription for SMS messaging
100024	08/06/2022	4/07/2022	6,300.00	Lodgement of court documents
100024	21/06/2022	4/07/2022	630.00	Lodgement of court documents
100024	03/06/2022	4/07/2022	387.25	Lodgement of court documents
100024	28/06/2022	4/07/2022	630.00	Lodgement of court documents
100024	23/06/2022	4/07/2022	382.35	Lodgement of court documents

Credit Card Director City Development and Sustainability	143.30
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100042	03/06/2022	4/07/2022	47.95	Trailer licence
100042	09/06/2022	4/07/2022	6.15	Parking for WALGA meeting
100042	22/06/2022	4/07/2022	89.20	Prize for "Picture This in Plastic"

Credit Card Director City Infrastructure	6,814.90
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100038	04/06/2022	4/07/2022	659.90	Web hosting
100038	09/06/2022	4/07/2022	295.20	One Council cookies
100038	23/06/2022	4/07/2022	425.00	Red Nose Day promotional material
100038	24/06/2022	4/07/2022	1,650.00	NAMS Plus subscription fee
100038	24/06/2022	4/07/2022	2,068.00	Noise reduction backboard
100038	27/06/2022	4/07/2022	442.80	One Council cookies
100038	30/06/2022	4/07/2022	1,254.00	Annual renewal iAuditor
100038	01/07/2022	4/07/2022	20.00	Clicksend SMS messaging credit

Credit Card Director City Life	4,340.09
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100138	06/03/2022	4/07/2022	82.00	Platters for Lunch n Learn
100138	06/08/2022	4/07/2022	929.00	Team Building event
100138	06/14/2022	4/07/2022	49.21	Catering for the Reconnect WA Revitalise The Strand
100138	06/17/2022	4/07/2022	145.00	Purchase of Sound Cloud Pro Unlimited annual subscription
100138	06/17/2022	4/07/2022	10.40	Meeting at The Dome
100138	06/21/2022	4/07/2022	1,110.00	Promotional material for Community Engagement projects
100138	06/21/2022	4/07/2022	149.00	Promotional material for Community Engagement projects
100138	06/21/2022	4/07/2022	249.99	Ancestry subscription
100138	06/22/2022	4/07/2022	-16.00	Refund for Big W stock not available in June order
100138	06/23/2022	4/07/2022	69.90	Promotional material for Community Engagement projects
100138	06/23/2022	4/07/2022	120.94	Promotional material for Community Engagement projects

100138	06/27/2022	4/07/2022	10.80	Meeting at The Dome
100138	06/27/2022	4/07/2022	10.40	Directors Meeting
100138	06/28/2022	4/07/2022	1,419.45	Printing for the Hidden Nature Things public art project

Credit Card Executive Assistant			936.90	
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100034	22.06.2022	4/07/2022	825.00	AICD membership and joining fee
100034	27.07.2022	4/07/2022	111.90	Condolence flowers

Credit Card Functions Officer			2,905.69	
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100033	07/06/2022	4/07/2022	21.80	Milk for staff room
100033	09/06/2022	4/07/2022	202.77	Table decorations for Bush Fire Dinner
100033	09/06/2022	4/07/2022	101.40	Photobooth items Bush Fire Dinner
100033	09/06/2022	4/07/2022	264.00	Highball glasses for events
100033	14/06/2022	4/07/2022	128.00	EMBS dinner catering
100033	15/06/2022	4/07/2022	273.90	Birko Commercial Urn for City Life
100033	15/06/2022	4/07/2022	72.00	Decorations for Bush Fire Dinner
100033	20/06/2022	4/07/2022	118.85	EMBS dinner catering
100033	29/06/2022	4/07/2022	734.90	Halloween items for The Zone
100033	29/06/2022	4/07/2022	988.07	Halloween items for The Zone

Credit Card Manager Customer and Communications			9,212.80	
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100041	03/06/2022	4/07/2022	257.49	Google search and display network advertising
100041	05/06/2022	4/07/2022	48.58	Subscription Typeform advanced form module
100041	05/06/2022	4/07/2022	1.21	International transfer fee
100041	08/06/2022	4/07/2022	443.58	Mailchimp email marketing software
100041	11/06/2022	4/07/2022	1,249.95	Social media marketing and advertising
100041	15/06/2022	4/07/2022	203.80	Transmit SMS broadcast tool
100041	22/06/2022	4/07/2022	1,250.00	Social media marketing and advertising
100041	23/06/2022	4/07/2022	2,924.00	GoPro and accessories
100041	24/06/2022	4/07/2022	1,000.00	Google search and display network advertising
100041	28/06/2022	4/07/2022	28.96	Lucky Orange website analytics tool
100041	28/06/2022	4/07/2022	0.72	International transfer fee
100041	30/06/2022	4/07/2022	1,040.82	Social media marketing and advertising
100041	02/07/2022	4/07/2022	232.69	Google search and display network advertising

100041	04/07/2022	4/07/2022	531.00	Local Government Professionals member fees
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Credit Card Manager Governance and Legal	12.00
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100039	24/06/2022	4/07/2022	12.00	Parking for Team Building event
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Credit Card Manager Human Resources	4,864.63
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100035	09/06/2022	4/07/2022	691.50	Accommodation for FDCA Conference
100035	10/06/2022	4/07/2022	769.82	Flight Perth to Hobart return
100035	10/06/2022	4/07/2022	769.82	Flight Perth to Hobart return
100035	15/06/2022	4/07/2022	88.80	Flowers for staff member
100035	20/06/2022	4/07/2022	311.90	Purchase of gift cards for Award Vouchers
100035	21/06/2022	4/07/2022	92.95	Hamper for staff member
100035	21/06/2022	4/07/2022	87.95	Hamper for staff member
100035	22/06/2022	4/07/2022	365.95	Gold award frames
100035	23/06/2022	4/07/2022	91.90	Flowers for staff member
100035	24/06/2022	4/07/2022	889.68	Accommodation for staff member
100035	25/06/2022	4/07/2022	6.56	Flight surcharge Perth to Melbourne return
100035	25/06/2022	4/07/2022	697.80	Flight Perth to Melbourne return

Credit Card Executive Manager Governance and Advocacy	1,027.61
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100023	16/06/2022	4/07/2022	50.00	Deposit for Sundowner supplies
100023	16/06/2022	4/07/2022	41.00	Supplies for Sundowner
100023	15/06/2022	4/07/2022	41.00	Supplies for Sundowner
100023	16/06/2022	4/07/2022	460.21	Balance of Sundowner supplies
100023	14/06/2022	4/07/2022	20.00	Supplies for Sundowner
100023	16/06/2022	4/07/2022	88.00	Supplies for Sundowner
100023	20/06/2022	4/07/2022	320.40	Catering for Business Planning Workshop
100023	24/06/2022	4/07/2022	7.00	Parking for team building event

Grand Total:	\$ 44,278.35
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18.2 REPEAL TOWN OF KWINANA BY-LAW RELATING TO SIGNS AND BILL POSTING

SUMMARY

As part of efforts to support local businesses, the City aims to reduce 'red tape' where possible. This includes eliminating the need for unnecessary and low risk approvals from the City.

On 27 April 2022, Council resolved to give public notice of the proposed City of Kwinana Repeal Local Law 2022. This local law is intended to revoke the redundant Town of Kwinana By-law Relating to Signs and Bill Posting gazetted on 13 May 1983.

Public comment was sought from 18 May to 22 July 2022. No comments were received in this time. Copies of the proposed law were also provided to the relevant Ministers and State Government Departments, with no suggested amendments.

The Repeal Local Law 2022 at Attachment A is therefore recommended for adoption by Council without amendment.

OFFICER RECOMMENDATION

That Council:

- 1. Resolve that the Presiding Member reads aloud the City of Kwinana Repeal Local Law 2022 purpose and effect:**
 - (a) The purpose of the local law is to repeal an obsolete by-law.**
 - (b) The effect of the proposed law is to repeal the Town of Kwinana By-law Relating to Signs and Bill Posting as published in the Government Gazette on 13 May 1983**
- 2. Adopt the City of Kwinana Repeal Local Law 2022 at Attachment A.**
- 3. Cause the City of Kwinana Repeal Local Law 2022 to be published in the Government Gazette and provide a local public notice stating the purpose and effect of the local law, when the local law will come into operation and that copies are available for public inspection, and**
- 4. Authorise the Chief Executive Officer and Mayor to complete and then sign the Explanatory Memorandum and Statutory Procedures Checklist of the process used for the adoption of the local law.**

VOTING REQUIREMENT

Absolute Majority.

DISCUSSION

Pursuant to section 3.12(3) of the *Local Government Act 1995*, Council resolved on 27 April 2022 to give public notice seeking public submissions on the proposed local law.

Public notice was placed in both the West Australian and Sound Telegraph on 18 May 2022.

Public submissions closed 22 July 2022. No submissions were received.

A copy of the proposed local law was sent to the Minister for Local Government and Minister for Planning. A copy was also sent to the Department of Local Government, Sport and Cultural Industries ('DLGSC') and Department of Planning, Lands and Heritage.

The Minister for Planning considered the matter fell under the responsibility for the Minister for Local Government and had no comment. The DLGSC considered the proposed law and noted no drafting or legal issues.

The Repeal Local Law 2022, as it is proposed to published in the Government Gazette, is shown at Attachment A for Council endorsement. Any amendments to the proposed law that are not minor in nature require public submissions to be sought again.

The law will come into effect 14 days after publication in the Government Gazette. Public notice is to be given of the law. Copies are to be provided to relevant Ministers, as well as the Joint Standing Committee on Delegated legislation.

STRATEGIC IMPLICATIONS

This proposal will support the achievement of the following outcome/s and objective/s detailed in the Strategic Community Plan and Corporate Business Plan.

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
2 – A resilient and thriving economy and exciting opportunities	2.1 – Enable a thriving and sustainable local economy that supports and sustains quality jobs and economic opportunities	2.1.5 – Develop a Small Business Friendly Approval System	By reducing red tape for signage, the City is supporting small business within the district.

SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

LEGAL/POLICY IMPLICATIONS

Section 3.12 of the Act:

3.12. Procedure for making local laws

- (1) *In making a local law a local government is to follow the procedure described in this section, in the sequence in which it is described.*
- (2A) *Despite subsection (1), a failure to follow the procedure described in this section does not invalidate a local law if there has been substantial compliance with the procedure.*
- (2) *At a council meeting the person presiding is to give notice to the meeting of the purpose and effect of the proposed local law in the prescribed manner.*
- (3) *The local government is to —*
 - (a) *give Statewide public notice stating that —*
 - (i) *the local government proposes to make a local law the purpose and effect of which is summarized in the notice; and*
 - (ii) *a copy of the proposed local law may be inspected or obtained at any place specified in the notice; and*

- (iii) submissions about the proposed local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given; and*
 - (b) as soon as the notice is given, give a copy of the proposed local law and a copy of the notice to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister; and*
 - (c) provide a copy of the proposed local law, in accordance with the notice, to any person requesting it.*
- (3a) A notice under subsection*
- (3) is also to be published and exhibited as if it were a local public notice.*
- (4) After the last day for submissions, the local government is to consider any submissions made and may make the local law* as proposed or make a local law* that is not significantly different from what was proposed.*
- * Absolute majority required.*
- (5) After making the local law, the local government is to publish it in the Gazette and give a copy of it to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister.*
- (6) After the local law has been published in the Gazette the local government is to give local public notice —*
 - (a) stating the title of the local law; and*
 - (b) summarizing the purpose and effect of the local law (specifying the day on which it comes into operation); and*
 - (c) advising that copies of the local law may be inspected or obtained from the local government's office.*
- (7) The Minister may give directions to local governments requiring them to provide to the Parliament copies of local laws they have made and any explanatory or other material relating to them.*
- (8) In this section — making in relation to a local law, includes making a local law to amend the text of, or repeal, a local law.*

FINANCIAL/BUDGET IMPLICATIONS

Approximately \$1,000.00 for publication in the Gazette. A further \$450 to give local public notice via publication in the West Australian and South Telegraph.

ASSET MANAGEMENT IMPLICATIONS

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

No environmental or public health implications have been identified as a result of this report or recommendation.

COMMUNITY ENGAGEMENT

Community engagement was completed as part of the local law process as outlined in this report.

ATTACHMENTS

- A. City of Kwinana Signs Repeal Local Law 2022** [!\[\]\(86b7331e04fe40a56bcff2e9c065738b_img.jpg\)](#)

LOCAL GOVERNMENT ACT 1995

CITY OF KWINANA

REPEAL LOCAL LAW 2022

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the City of Kwinana resolved on [date] 2022 to make the following local law.

1. Citation

This local law may be cited as the *City of Kwinana Repeal Local Law 2022*.

2. Commencement

This local law will come into operation 14 days after publication in the *Government Gazette*.

3. Repeal

The *Town of Kwinana By-laws Relating to Signs and Bill Posting* as published in the *Government Gazette* on 13 May 1983 is repealed.

Dated [date] 2022

The Common Seal of the City of Kwinana was affixed by authority of a resolution of Council in the presence of—

C. ADAMS, Mayor.
W. JACK, Chief Executive Officer.

18.3 AMENDMENT TO REGISTER OF DELEGATED AUTHORITY 2021/22

SUMMARY

The *Local Government Act 1995* ('the Act'), City of Kwinana local laws as well as select other State Government legislation permit Council to delegate the exercise of their powers or the discharge of their duties to the CEO and officers. The Act requires that a register is maintained of all such delegations, which is to be reviewed at least once each financial year.

Council resolved to adopt the Register of Delegated Authority 2021/2022 ('Register') at its Ordinary Council Meeting of 22 June 2022. This Register incorporated significant changes intended to improve the layout and to ensure the Register appropriately met the needs of the City.

It is recommended that Council resolve to adopt amendments to the Register provided in Attachment A, for the purpose of correcting minor administrative errors. Further, it is recommended that Council resolve to permit further minor amendments to the Register which are minor in nature without the need for further consideration by Council.

OFFICER RECOMMENDATION

That Council:

1. **Adopt the amended Register of Delegated Authority 2021/2022 as detailed in Attachment A; and**
2. **Note that if minor amendments (limited to formatting, typographical errors and the like) to the Delegation Authority Register 2021/2022 are required these will be made administratively.**

VOTING REQUIREMENT

Absolute Majority.

DISCUSSION

At its Ordinary Meeting of 22 June 2022, Council undertook its yearly review of delegations and adopted the Register of Delegated Authority 2021/2022. Changes to the Register as detailed in **Attachment A** are now recommended for the purpose of correcting the following minor errors.

Delegation Number & description	Description of Amendment
All	Add page numbering
Page 4, 5 and 6	Include the Contents table
1.1.19 – Recovery and actions against land where rates or service charges	Add the following function: <i>Authority to represent the City in the recovery of rates or service charges, as well as to seek costs of proceedings for their recovery, in a court of competent jurisdiction [s.6.56(1)].</i>

1.1.26 Make alternative arrangements for payment of rates and services charges	<p>Amend the condition:</p> <ol style="list-style-type: none"> 1. Make arrangements with ratepayers wishing to make application for alternative instalment arrangements and extensions which will be completed within the current financial year; <p>As follows:</p> <ol style="list-style-type: none"> 1. Make arrangements with ratepayers wishing to make application for alternative instalment arrangements and extensions which will be paid before the end of a 3 year term;
6.6.1 – Firearms Act 1973	Amend incorrect numbering from 6.6.18 to 6.6.1

It was also identified that the reference number for Delegation 6.6.1 was incorrect, that the page numbers had been removed and a table of contents was requested to be added, due to these changes only being minor, it is recommended that Council note the recommendation that if any changes relating to minor amendments being, not of a substantive nature, and include grammatical and formatting changes (grammatical and formatting changes, such as reference changes arising from amendments to informing legislation and where they do not produce a new interpretation of the delegation, spelling mistakes and the format of the document), that these changes can be made administratively without being adopted by Council.

Sections 5.42 of the Act prescribes that Council may delegate certain powers and duties that they would ordinarily exercise to the CEO. Section 5.44 allows the CEO to delegate such powers to officers (with or without conditions).

Delegations by Council are an effective way to increase efficiency and improve customer satisfaction through prompt decision-making processes. Using the power of delegation appropriately assists local governments to efficiently deal with a wide range of operational matters that are minor, administrative in nature and potentially time consuming.

Council Resolution is only required for delegations directly to the CEO or officers by Council. For the purpose of simplicity, the City's sub-delegations to officers are included in the register to ensure the delegations are detailed correctly. Pursuant to section 5.44 of the Act, the CEO is responsible for delegating (where appropriate) to any employee the exercise of the CEO's powers or the discharge the CEO's duties under that Act (other than the power of delegation). These sub-delegations to officer will be amended by the CEO from time to time according to organisational needs and do not require further Council Resolution.

STRATEGIC IMPLICATIONS

This proposal will support the achievement of the following outcome/s and objective/s detailed in the Strategic Community Plan and Corporate Business Plan.

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
5 – Visionary leadership dedicated to acting for its community	5.1 – Model accountable and ethical governance, strengthening trust with the community	N/A – There is no specific action in the CBP, yet this report will help achieve the	In addition to ensuring compliance with legislated responsibilities, this

		indicated outcomes and strategic objectives	report assists the City in providing good governance and meeting the needs of the community.
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SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

LEGAL/POLICY IMPLICATIONS

The Act provides as follows:

5.42. Delegation of some powers and duties to CEO

- (1) *A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —*
- (a) *this Act other than those referred to in section 5.43; or*
 - (b) *the Planning and Development Act 2005 section 214(2), (3) or (5).*

** Absolute majority required.*

1.43. Limits on delegations to CEO

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) *any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;*
- (b) *accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;*
- (c) *appointing an auditor;*
- (d) *acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;*
- (e) *any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;*
- (f) *borrowing money on behalf of the local government;*
- (g) *hearing or determining an objection of a kind referred to in section 9.5;*
- (ha) *the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;*
- (h) *any power or duty that requires the approval of the Minister or the Governor;*
- (i) *such other powers or duties as may be prescribed.*

s5.46. Register of, and records relevant to, delegations to CEO and employees

- (1) *The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.*
- (2) *At least once every financial year, delegations made under this Division are to be reviewed by the delegator.*
- (3) *A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.*

Planning and Development (Local Planning Schemes) Regulations 2015, Schedule 2, Part 10**c82. Delegations by local government**

- (1) *The local government may, by resolution, delegate to a committee or to the local government CEO the exercise of any of the local government's powers or the discharge of any of the local government's duties under this Scheme other than this power of delegation.*
- (2) *A resolution referred to in subclause (1) must be by absolute majority of the council of the local government.*
- (3) *The delegation must be in writing and may be general or as otherwise provided in the instrument of delegation.*

c83. Local government CEO may delegate powers

- (1) *The local government CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's functions under this Scheme other than this power of delegation.*
- (2) *A delegation under this clause must be in writing and may be general or as otherwise provided in the instrument of delegation.*
- (3) *Subject to any conditions imposed by the local government on its delegation to the local government CEO under clause 82, this clause extends to a power or duty the exercise or discharge of which has been delegated by the local government to the CEO under that clause.*

FINANCIAL/BUDGET IMPLICATIONS

There are no financial implications that have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

No environmental or public health implications have been identified as a result of this report or recommendation.

COMMUNITY ENGAGEMENT

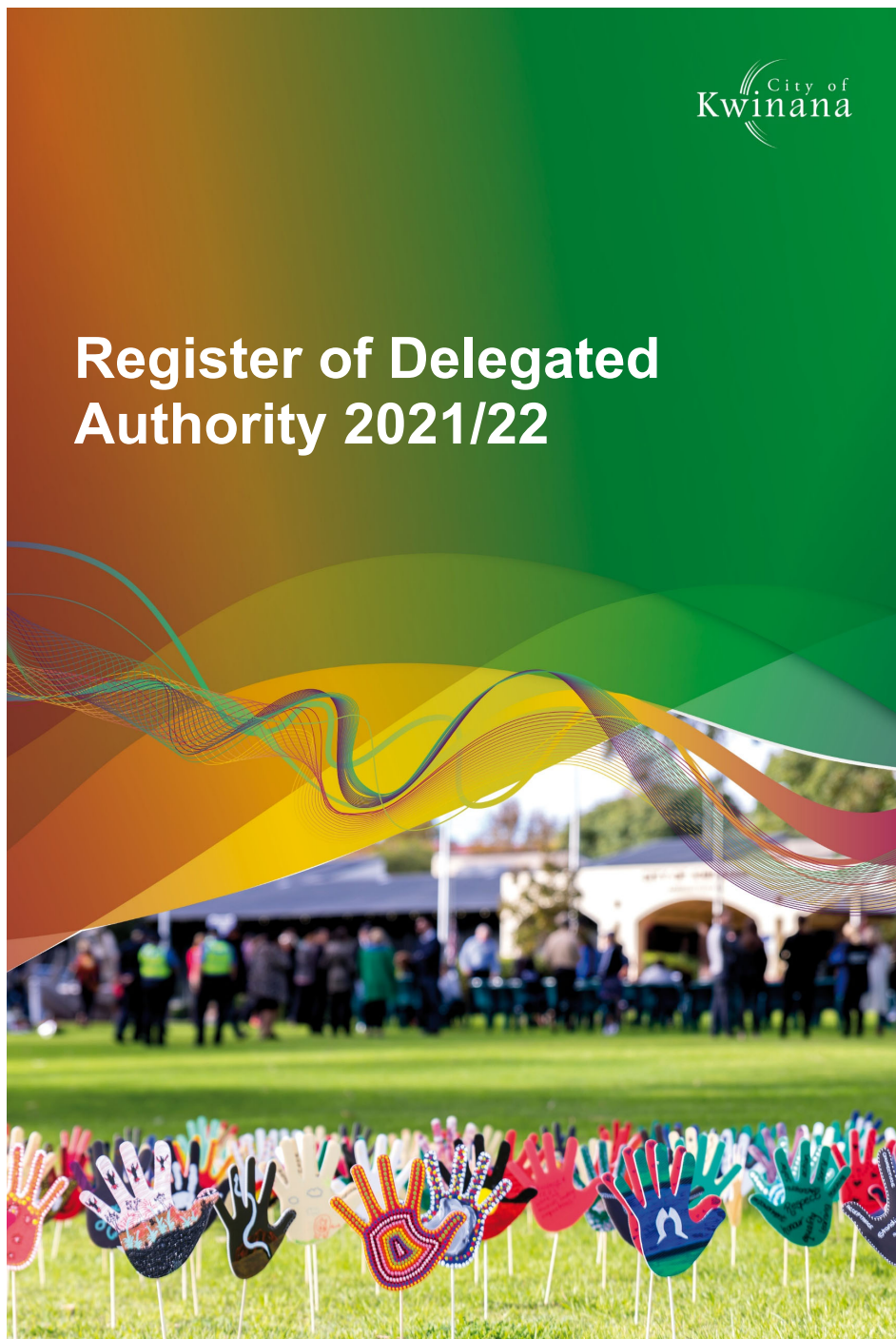
There are no community engagement implications as a result of this report or recommendation.

ATTACHMENTS

- A. **Attachement A - Register of Delegations - 2022 - OCM - 24 August 2022** [↓](#)



Register of Delegated Authority 2021/22



Introduction

Section 5.42 of the *Local Government Act 1995* (the Act) allows for a local government to delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under the Act (other than those under s5.43). The local government may also delegate the exercise of any of its powers to Committees pursuant to section 5.16, other than those under Section 5.17(1).

Section 5.44 of the Act provides for the Chief Executive Officer to delegate any of his or her powers to another employee, this must be done in writing. The Act also allows for the Chief Executive Officer to place conditions on any delegations that he or she has delegated. These powers or duties cannot, however, be further sub-delegated. These powers or duties are delegated to assist with improving the time taken to make decisions and are made within the constraints allowed by the relevant legislation. This is consistent with our commitment to a strong customer service focus.

The Department of Local Government & Communities *Guideline No. 17 – Delegations*, establishes the principal issue in determining whether a statutory function or duty is suitable for 'acting through' that being - where the statute provides no discretion in carrying out a function or duty, then the function or duty may be undertaken through the 'acting through' concept.

Conversely, where the statute allows for discretion on the part of the decision maker, then the function must either be delegated or a person authorised, or a policy implemented, that provides sufficient control for another person to have that authority and fulfil the function or duty.

The *Local Government Act 1995* does not specifically define the meaning of the term "acting through", however section 5.45(2) states;

"Nothing in this Division is to read as preventing –

- (a) A local government from performing any of its functions by acting through a person other than the CEO"; or
- (b) A CEO from performing any of his or her functions by acting through another person."

The purpose of this register is to ensure a record is kept of those powers or duties that have been delegated to ensure accountability and to meet the requirements of Section 5.46 of the Act. This register is a public document that contains 'Instruments of Delegation' that detail the function being delegated and the relevant statutory reference which is the source of power for the exercise of that function. Without limiting the effect of sections 58 and 59 of the *Interpretation Act 1984*, these delegations, made under the Act have effect for the period of time specified in the delegation or where no period has been specified, indefinitely. Any decision to amend or revoke these delegations by a local government is to be by an absolute majority.

This register of delegated authority will be reviewed in accordance with the Act on an annual basis.

Delegations and authorisations under other Legislation

Where legislation provides for the direct delegation to authorise a person or a member of a class of persons by other agencies or decision makers. For example: The Environmental Protection Act allows for the CEO of the Department of Environment Regulation to grant delegated authority direct to a local government.

The authorisation is dealt with in the relevant legislation and, where required, the Instrument of Delegation or Notice of the Appointment is advertised in the Government Gazette.

Those Delegations or authorisations that may occur under legislation other than the Local Government Act 1995, its regulations and the local government's local laws include:

Planning and Development Act 2005 and associated regulations
Dog Act 1976 and regulations;
Cat Act 2011 and regulations
Bush Fires Act 1954, regulations and local law created under that Act;
Litter Act 1979 and regulations
Local Government (Miscellaneous Provisions) 1960 as amended;
Caravan Parks and Camping Grounds Act 1995;
Control of Vehicles (Off-Road Areas) Act 1978 and regulations;
Environmental Protection Act 1986
Environmental Protection (Noise) Regulations 1997
Building Act 2011

N.B. – This is not an exhaustive list.

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1. Local Government Act 195 Delegations

1.1. Council to CEO/Employees

Delegation	1.1.1 Appointment of Authorised Persons – Local Government Act 1995
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.10 Appointment of authorised persons s.3.24 Authorising persons under this subdivision [Part 3, Division 3, Subdivision 2 – Certain provisions about land]
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to appoint persons or classes of persons as authorised to fulfilling prescribed functions within the <i>Local Government Act 1995</i> and its subsidiary legislation, including the <i>Local Government (Miscellaneous Provisions) Act 1960</i> and City of Kwinana Local Laws made under the <i>Local Government Act 1995</i> [s.3.24 and s.9.10]. 2. Authority to appoint authorised officers for the purposes of issuing <i>Building Act 2011</i> Infringement Notices in accordance with r.70(2) of the <i>Building Regulations 2012</i> and s.6(b) of the <i>Criminal Procedures Act 2004</i>. 3. Authority to appoint authorised person for the purposes of s.15 the <i>Graffiti Vandalism Act 2016</i>.
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. A Certificate of Authorisation is to be issued to each authorised person stating: <ol style="list-style-type: none"> (a) the authority that has been granted; and (b) the circumstances in which the authority can be exercised or discharged. 2. The Certificate of Authorisation is to be produced by the authorised person as required.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; 2. A copy of the Certificate of Authorisation for each authorised

	person to be retained by the City; and 3. Each Certificate of Authorisation is to be reviewed and updated annually.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.2 Execution of Documents (as supported by prior approval of Council)
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to sign (execute) documents on behalf of the City of Kwinana, either generally or subject to conditions or restrictions.
Delegate	Chief Executive Officer Director City Development and Sustainability Director City Infrastructure Director City Life
Council conditions on this delegation	Execution of document to be supported by prior approval of Council via: <ul style="list-style-type: none"> • Council Policy; • City Business Plan; • Annual Budget; or • Other Council decision. Director Authorised to execute documents necessary to give effect to an approved procurement process where: <ol style="list-style-type: none"> a) The total value of the procurement is less than \$250,000; and/or b) The City's commitment is no greater than a 3-year period.
Express power to sub-delegate	This Authority is not to be sub-delegated
Policy	<u>City of Kwinana Policies</u> City of Kwinana Common Seal
Record keeping	<ol style="list-style-type: none"> 1) Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2) Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.3 Approval of cash advance for reimbursement of expenses
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.5.101 Payments for employee committee members s.5.102 Expense may be funded before actually incurred <i>Local Government (Administration) Regulations 1996:</i> r.32 Expenses that can be approved for reimbursement
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Approve payment to a person as a cash advance for an expense that the person is entitled to be reimbursed for.
Delegate	Chief Executive Officer
Council conditions on this delegation	1. The expenses incurred are in respect to an expense for which the person is entitled to be reimbursed, subject to Part 5, Division 8 of the <i>Local Government Act 1995</i> ; and 2. The payment request is submitted and authorised in accordance with the City's policies and work procedures.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Director City Development and Sustainability Director City Infrastructure Director City Life Executive Manager Governance and Advocacy

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p>Statutory Power sub-delegated to:</p> <p>Executive Manager Governance and Advocacy</p> <p>For cash advance or reimbursement of expenses for elected members, committee members other than elected members and employees who are committee members.</p> <p>All Directors Chief Financial Officer Executive Manager Governance and Advocacy</p> <p>For cash advance or reimbursement of expenses for others:</p> <p>Conditions and Exceptions:</p> <p><i>Local Government Act 1995:</i></p> <p>The expenses incurred are in respect of an expense for which the person is entitled to be reimbursed, subject to Part 5, Division 8 of the <i>Local Government Act 1995</i>;</p> <ol style="list-style-type: none"> 1. The payment request is submitted and authorised in accordance with the City's policies and work procedures; 2. Wherever possible circumstances in which reimbursement of expenses are required should be limited to occasions where there was no opportunity to utilise standard payment processes; 3. No cash advance or reimbursement greater than \$3,000 is to be approved, such requests must be referred to the CEO; and 4. Compliance with purchasing policy requirements, including observation of financial interest restrictions. <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Policies</u></p> <p>Elected Members Allowances, Expenses and Gifts Policy</p>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.4 Legal action, notice, proceedings, prosecutions and withdrawals
Delegator <i>Power / Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO As determined by the Act under which the function is to be performed.
Express power or duty delegated	The exercise of any powers, the enforcement of any statutory provisions or the protection of any legal interests under: 1. The <i>Local Government Act 1995</i> and Regulations; 2. City of Kwinana Local Laws; or 3. Any other written law.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The taking of any action, serving of notice or otherwise, commencement of legal proceedings or prosecution on behalf of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	As determined by the Act under which the function is to be performed. A memorandum to Elected Members in the event of intention to enter into prosecution if the amount is over \$50,000.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Director City Life Manager Building Services Manager Environment and Health Services Manager Essential Services Manager Governance and Legal Manager Planning and Development

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p>In relation to:</p> <ol style="list-style-type: none"> 1. The <i>Local Government Act 1995</i> and Regulations; 2. City of Kwinana Local Laws; or 3. The commencement of legal proceedings or initiation of a prosecution will not be undertaken without the express approval of the CEO, or where deemed necessary by the CEO, the approval of Council. <p>In relation to any other written law:</p> <ol style="list-style-type: none"> a. Directors are authorised to withdraw notices only, they do not have the authority to issue notices. b. Managers are authorised to issue notices only, they do not have the authority to withdraw notices. c. These powers are only to be exercised for legislation which the delegate has been authorised. d. This delegation does not include withdrawals of infringements under the <i>Bush Fires Act 1954</i>. <p>The exercise of the delegated power does not include the power of delegation.</p> <p>Refer to Governance Work Instruction W154 – Procedure for commencement of legal proceedings. – D16/4719*.</p>
Policy	<p>City of Kwinana Policies</p> <p>Legal Representation for Elected Members and Officer - Costs Indemnification and Liability</p> <p>Refer to Governance Work Instruction W154 – Procedure for commencement of legal proceedings. – D16/4719*.</p>
Record keeping	<p>Any exercise of this delegation is to be recorded in the Delegated Authority Register.</p>
Date adopted	<p>22 June 2022</p>
Adoption references	<p>161</p>
Last reviewed	<p>June 2022</p>

Delegation	1.1.5 Administration of Banksia Park Retirement Estate and Callistemon Court Aged Persons Units
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to sign documents in relation to the administration of leases for: a. Banksia Park Retirement Estate; and b. Callistemon Court Aged Persons Units which includes new leases and Deeds of Surrender.
Delegate	Chief Executive Officer
Council conditions on this delegation	To be in accordance with: 1. Department of Housing eligibility requirements; and 2. City's Aged Persons Rental Accommodation Policy.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	Department of Housing eligibility requirements. City of Kwinana Policies City of Kwinana Common Seal Aged Person Rental Units Accommodation
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.6 Appointment of proxies
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO <i>Strata Titles Act 1985:</i> s.124 Voting by proxy
Express power or duty delegated	<i>Local Government Act 1995:</i> s.5.41(i) Functions of CEO.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to appoint City of Kwinana employees as Proxies when required to attend: <ul style="list-style-type: none"> • strata meetings; or • meetings of creditors and vote on behalf of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	Proxies must vote in a manner that is consistent with any existing Council decision and must not vote in favour of motions that are outside the budget allocation. If the matter exceeds the budget allocated, then this must be referred to Council for a decision. In relation to strata meetings, must also comply with s.124 of the <i>Strata Titles Act 1985</i> .
Express power to sub-delegate	This Authority is not to be sub-delegated.
Policy	<i>Strata Titles Act 1985</i> s.124
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.7 Sponsorship and grant applications, agreements and acquittals (for sponsorships and grants)
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to sign sponsorship or grant applications, agreements and acquittals on behalf of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. The CEO is authorised to apply for and execute sponsorship and grant agreements where the City's contribution component falls within budget, or is consistent with a Council resolution to consider a budget allocation in a future budget, or relates to a future project that forms part of a forward works program; or 2. If such a sponsorship or grant is opportunistic in nature, not in current plans but has a clear benefit to the community. 3. Any additional contribution funds required in excess of the City's budget amount will require a budget variation to be approved by Council before the CEO can exercise this delegation.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u> Community Funding 2020
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.8 Agreements for community funding
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.7 Municipal Fund <i>Local Government (financial management) Regulations 1996:</i> 12. Payments from municipal fund or trust fund, restrictions on making
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To approve an application for funding under the Community Funding Policy.
Delegate	Chief Executive Officer
Council conditions on this delegation	Must be in accordance with the Community Funding Policy and within budget allocation.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Life Manager Community Engagement
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	To approve an application for funding in accordance with the Community Funding Policy. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u> Community Funding 2020
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.9 Administration of agreements – Hiring Promotional Street Banners
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. enter into and administer agreements for the hiring of street banners within Gilmore Avenue for advertising purposes; and 2. determine whether the requests are from a not-for-profit or community group or where the use is primarily a social or community benefit.
Delegate	Chief Executive Officer
Council conditions on this delegation	Authorised to enter into and administer hire agreements for advertising on promotional street banners on Gilmore Avenue in accordance with conditions of the Council Policy 'Promotional Street Banners on Gilmore Avenue'.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Life Director City Infrastructure Executive Manager Governance and Advocacy
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Authorised to enter into and administer hire agreements for advertising on promotional street banners on Gilmore Avenue in accordance with conditions of the Council Policy 'Promotional Street Banners on Gilmore Avenue'.
Policy	<u>City of Kwinana Policies</u> City of Kwinana Common Seal Promotional Street Banners on Gilmore Avenue Advertising and Directional Signage in Thoroughfares and on Local Government Property
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022

Adoption references	161
Last reviewed	June 2022

Delegation	1.1.10 Administration of agreements – Illuminated Street Name Signs
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To enter into and administer agreements for illuminated street name signs on behalf of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with the Advertising and Directional Signage in Thoroughfares and on Local Government Property Policy.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Policy	<u>City of Kwinana Policies</u> Advertising and Directional Signage in Thoroughfares and on Local Government Property City of Kwinana Common Seal
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.11 Administration of Leases, licences and management agreements over City property
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.58 Disposing of Property
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<p>Authorised to approve and execute any new lease, licence or management agreement up to 5 years duration in respect to a:</p> <ul style="list-style-type: none"> Community Group or Organisation; or Sporting Club. <p>Authorised to approve amendments to a lease, licence or management agreement that are minor in nature:</p> <ul style="list-style-type: none"> permitting alterations, additions or improvements to the premises; extensions of a lease, licence and management agreement (up to 12 months). <p>Authorised to provide consent and execute documents in relation to any assignment or sublease where there is a request by a lessee operating under a lease agreement that Council has approved.</p>
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> The sublease must be consistent with the use of the premise permitted by the lease as well as other conditions relating to assignment and sub-letting approved between the City of Kwinana and the lessee. Obtain consent from other parties required under the terms of the lease or at law. Terms of the sub lease must be consistent with the lease approved by Council.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u>
Record keeping	<ol style="list-style-type: none"> Any exercise of this delegation is to be recorded in the Delegated Authority Register; and Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161

Last reviewed	June 2022
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Delegation	1.1.12 Administration of a Corporate Discount Agreement
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	Any agreement must; 1. Result in no cost to the City of Kwinana; 2. to align with the Health Lifestyles Council Policy where relevant; and 3. requires adequate reasons for the decision to be recorded.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Policy	City of Kwinana Policies Healthy Lifestyles Policy
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.13 Make variation and execute legal agreements in accordance with Local Planning Policy (LPP) No 2 – Streetscapes
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to make variations and execute legal agreements in accordance with Local Planning Policy (LPP) No 2 - Streetscapes.
Delegate	Chief Executive Officer
Council conditions on this delegation	Any variations can be delegated to the Chief Executive Officer if the variation is consistent with the overall intent of LPP No 2 – Streetscapes and achieves good amenity in the area.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u> Local Planning Policy No 2 - Streetscapes
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.14 Authorised to sign Memorandums of Understanding
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to sign Memorandums of Understanding.
Delegate	Chief Executive Officer
Council conditions on this delegation	Authorised to sign Memorandums of Understanding (MOU) if they satisfy the following conditions – <ol style="list-style-type: none"> 1. Formalises an existing working relationship between the City and another government or government agency; 2. There is no additional financial contribution in excess of existing budgets required to give effect to the City's obligations under the MOU; and 3. The usage of City assets or human resources in order to give effect to the City's obligations under the MOU will not unreasonably interfere with the expected provision of services to the community.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u>
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.15 Authorised to enter into an agreement on behalf of the City of Kwinana, with any successful applicants of a Local Commercial Support Grant
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to enter into an agreement on behalf of the City of Kwinana, with any successful applicants of a Local Commercial Support Grant.
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with the requirements of the Local Commercial Support Grant Policy.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Executive Manager Governance and Advocacy
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	In accordance with the requirements of the Local Commercial Support Grant Policy.
Policy	<u>City of Kwinana Policies</u> Local Commercial Support Grants
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.16 Appointment of Acting Chief Executive Officer
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.5.36 Local government employees
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to appoint an Acting Chief Executive Officer for a period not exceeding six weeks and in accordance with Council Policy.
Delegate	Chief Executive Officer
Council conditions on this delegation	<i>Local Government Act 1995:</i> 5.36. Local government employees 1. A local government is to employ — a) a person to be the CEO of the local government. 2. A person is not to be employed in the position of CEO unless the council — b) believes that the person is suitably qualified for the position. To satisfy the requirement of sub-clause 5.36(2)(a), Council considers those persons employed in the following positions suitable: Director City Life Director City Infrastructure Director City Development and Sustainability The Chief Executive Officer may appoint one or more of those Officers listed above to the role of Acting Chief Executive Officer either singularly or consecutively for a period not exceeding six weeks at his or her discretion, to ensure and provide for best business continuity during the required period(s).
Express power to sub-delegate	Nil. This Authority is not to be sub-delegated.
Policy	<u>City of Kwinana Procedure</u> Temporary Employment or Appointment of CEO
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161

Last reviewed	June 2022
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Delegation	1.1.17 Objections to the rates record
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.76 Grounds of objection
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to make decisions regarding objections to the rates record including extending the time for a person to make an objection and following consideration, make a decision whether to allow or disallow the objection, either wholly or in part.
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. Objection to be received within the required timeframe identifying all relevant information as required by s.6.76(2), unless an application for extension has been granted (4); 2. Objection is to be considered promptly; 3. Written notice of the decision, including a statement of the reasons for the decision to be promptly served on the person who has made the objection; and 4. Objections that are allowed must not exceed \$50,000 in lost revenue per property per financial year. Amounts greater than this must be referred to Council for determination.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> 1. Promptly consider any objection; 2. Objections that are allowed must not exceed \$5,000 in lost revenue per assessment per financial year; and 3. After making a decision on the objection, promptly serve upon the person by whom the objection was made, written notice of the decision on the objection and a statement of the reasons for that decision – 6.76 (5) and (6). <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; 2. The full details of the decision made under this delegation are to be recorded in the rate record; and

	3. Notice to be provided to the person of the decision made.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.18 Recovery of rates and services charges from lessee
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.56(1) Rates or service charges recoverable in court s.6.60 Local government may require lessee to pay rent
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorises the recovery of rent to offset an unpaid rate or service charge from the lessee of land, as well as costs of proceedings for the recovery, in a court of competent jurisdiction [s.6.56(1)]. Authority to lodge (and withdraw) a caveat to preclude dealings in respect of land where payment of rates or service charges imposed on that land is in arrears [s.6.64(3)].
Delegate	Chief Executive Officer
Council conditions on this delegation	1. Recovery action is in accordance with s.6.60 of the Local Government Act 1995; 2. Recovery action is in accordance with the City's policies and work procedures.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Manager Governance and Legal Rates Coordinator
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Chief Financial Officer Rates Coordinator 1. Recovery action is in accordance with s.6.56 of the <i>Local Government Act 1995</i> ; 2. Recovery action is in accordance with the City's policies and work procedures; and 3. Recovery action must not commence without the matter being reviewed by the Chief Financial Officer Manager Governance and Legal Property Management Officer 1. Recovery action is in accordance with s.6.60 of the Local Government Act 1995; The exercise of the delegated power does not include the power of delegation.

Policy	<u>City of Kwinana Policies</u> Debtors Management
Record keeping	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. The full details of the decision and actions taken under this delegation to be recorded on the rate record.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.19 Recovery and actions against land where rates or service charges are unpaid
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> Rates and service charges s.6.56 Rates or service charges recoverable in court s.6.64 Actions to be taken
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to recover outstanding rates or services charges, as well as the cost of proceedings for recovery in Court or any action against the land that is required.
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. Authority to represent the City in the recovery of rates or service charges, as well as to seek costs of proceedings for their recovery, in a court of competent jurisdiction [s.6.56(1)]. 4.2. The recovery action is taken in accordance with sections 6.64(3), 6.69(2), 6.71(1) (subject to conditions set out in the disposal of property delegations limits), and 6.74 of the <i>Local Government Act 1995</i>; 2.3. The recovery action is taken in accordance with the r.77(3) of the <i>Local Government (Financial Management) Regulations 1996</i>; and 3.4. Recovery and actions are in accordance with the City's policies and work procedures.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Rates Coordinator Senior Finance Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> 1. Authority to represent the City in the recovery of rates or service charges, as well as to seek costs of proceedings for their recovery, in a court of competent jurisdiction [s.6.56(1)]. 4.2. The recovery action is taken in accordance with sections 6.64(3), 6.69(2), 6.71(1) (subject to conditions set out in the disposal of property delegations limits), and 6.74 of the <i>Local Government Act 1995</i>; 2.3. The recovery action is taken in accordance with r.77(3) of the <i>Local Government (Financial Management) Regulations 1996</i>; and 3.4. Recovery and actions are in accordance with the City's policies and work procedures.

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Policy	<u>City of Kwinana Policies</u> Debtors Management
Record keeping	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. The full details of the decision made under this delegation are to be recorded in the rate record.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.20 Payments from municipal and trust funds
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Financial Management) Regulations 1996:</i> r.12(1)(a) Payments from municipal fund or trust fund <i>Local Government Act 1995:</i> s.6.7(2) Municipal Fund s.6.9(4) Trust Fund
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to make payment from the municipal or trust funds [r.12(1)(a)].
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> Delegates must comply with the Procedures approved by the CEO in accordance with <i>Local Government (Financial Management) Regulations 1996</i> r.5; and May transfer money held in trust for 10 years to its municipal fund. Authorised to approve to repay it to a person who establishes a right to the repayment, together with any interest earned on the investment - 6.9(4) Trust Fund. In relation to financial assistance for legal expenses by Elected Members and Officers in an emergency: <ol style="list-style-type: none"> The delegation is only applicable where a delay in the approval of an application would be detrimental to the legal rights of the applicant; The amount approved is to a maximum of \$10,000 in respect of each application; All approved applications are to be presented to the next Ordinary Council Meeting; and The delegation is exercised in conjunction with the Legal Representation for Elected Members and Officers – Costs Indemnification and Liability Policy.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-delegates <i>Appointed by CEO</i>	Accountant Chief Financial Officer Coordinator Finance Director City Development and Sustainability Director City Infrastructure Director City Life
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	This delegation does not include the transfer of money held in trust fund for 10 years to the municipal fund, which must be approved by the Chief Executive Officer. 1. For payments that do not exceed budget. 2. For payments that have been authorised in accordance with City's policies and procedures regarding purchasing and procurement. The exercise of the delegated power does not include the power of delegation. Sub Delegation does not include s.3. In relation to financial assistance for legal expenses by Elected Members and Officers in an emergency.
Policy	<u>City of Kwinana Policies</u> Use of Corporate Credit Cards Reward for Information Elected Members Allowances, Expenses and Gifts Charitable Rate Exemptions Legal Representation for Elected Members and Officers - Cost Indemnification and Liability
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. A list of accounts paid by the CEO from the municipal fund and trust fund under this delegation is to be presented to Council each month.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.21 Power to invest
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.14(1) Power to invest <i>Local Government (Financial Management) Regulations 1996:</i> r.19 Investments, control procedures for
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose [s.6.14(1)]. 2. Authority to establish and document internal control procedures to be followed in the investment and management of investments [FM r.19].
Delegate	Chief Executive Officer
Council conditions on this delegation	1. Must establish, document and adhere to internal control procedures and the relevant Council policies to ensure control over investments; and 2. Must have regard to the matters referred to at s.20 of the <i>Trustees Act 1962</i> . All investment activity must comply with the Financial Management Regulation 19C and Council Policies. a. A report detailing the investment portfolio's performance, exposures and changes since last reporting, is to be provided as part of the Monthly Financial Reports. b. Procedures are to be systematically documented and retained in accordance with the Record Keeping Plan, and must include references that enable recognition of statutory requirements and assign responsibility for actions to position titles. c. Procedures are to be administratively reviewed for continuing compliance and confirmed as 'fit for purpose' and subsequently considered by the Audit and Risk Committee at least once within every 3 financial years.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Director City Development and Sustainability Director City Infrastructure Director City Life

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p>This delegation is to be exercised:</p> <ol style="list-style-type: none">1. In accordance with r.19 of the <i>Local Government (Financial Management) Regulations 1996</i>;2. In accordance with s.20 of the <i>Trustees Act 1962</i>; and3. So that any decision to invest must be co-authorised by two delegated officers. <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u> Investment Policy and Strategy
Record keeping	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. An investment report must be presented to each monthly Council meeting including the details of investments in accordance with the investment control procedures that have been established.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.22 Expressions of interest/tenders for supply of goods and services
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.57 Tenders for providing goods or services <i>Local Government (Functions and General) Regulations 1996</i> r.11 When tenders have to be publicly invited r.13 Requirements when local government invites tenders though not required to do so r.14(2a) & (5) Requirements for publicly inviting tenders r.18(2), (4), (4a), (5), (6) and (7) Rejecting and accepting tenders r.20 Variation of requirements before entry into contract r.21A Varying a contract for the supply good or services r.21 Procedure for limiting who can tender r.23 Rejecting and accepting expressions of interest to be an acceptable tenderer
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: 1. establish criteria, invite, consider, seek clarification on and determine expressions of interest and tenders for the supply of goods and services; 2. execute related documents following an approved procurement process for the purpose of giving effect to the contract; and 3. negotiate, execute and vary minor variations and extensions to a contract for the supply of goods and services following an approved procurement process.
Delegate	Chief Executive Officer
Council conditions on this delegation	1. Where there is a budget provision up to a value of \$1,000,000; or 2. Where a multiple year contract (including extension thereof) up to a total value of \$1,875,000; 3. In accordance with the requirements of the: <ul style="list-style-type: none"> Local Government Act 1995; Local Government (Financial Management) Regulations 1996; and Council's policies and work procedures. 4. Where the budget has not been adopted, the Chief Executive Officer can perform all functions outlined in this delegation with the exception of determining a tender, so long as in the specifications of the invitation to tender, it includes a provision that states that this tender will only be

	awarded subject to the budget being adopted by Council.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Centre Operations Supervisor Contracts Officer Customer Experience Analyst and Team Leader Coordinator Procurement and Contracts Director City Development and Sustainability Director City Infrastructure Director City Life E-Resources Officer Development Executive Manager Governance and Advocacy Fitness Programs and Member Engagement Team Leader Kwinana Recquatic Manager Library Operations Coordinator Manager Asset Management Services Manager Bright Futures Children's Services Manager Building Services Manager City Operations Manager Community Engagement Manager Community Services Manager Customer and Communication Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Human Resources Manager Information Technology Manager Planning and Development Manager Retirement Village Manager Youth Development Recquatic Business Development Specialist Senior Procurement and Contracts Officer Senior Environmental Planner
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> Only the CEO and Directors have Authority to negotiate, execute and vary related contracts including minor variations and extensions as per their financial Authorisation. In accordance with the requirements of the: <ul style="list-style-type: none"> Local Government Act 1995; Local Government (Financial Management) Regulations 1996; and

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	<ul style="list-style-type: none">• Council's policies and work procedures. <p>3. Any panel established to consider a tender must comprise of at least one Director or Manager.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u> Tender Management Procurement
Record keeping	<p>1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and</p> <p>2. Details recorded in the Tender Register.</p>
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.23 Disposing of property
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.58(2) & (3) Disposing of property
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> Authority to dispose of property to: <ol style="list-style-type: none"> the highest bidder at public auction [s.3.58(2)(a)]. to the person who at public tender called by the local government makes what is considered by the delegate to be, the most acceptable tender, whether or not it is the highest tenders [s.3.58(2)(b)] Authority to dispose of property by private treaty only in accordance with s.3.58(3) and prior to the disposal, to consider any submissions received following the giving of public notice [s.3.58(3)].
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> The disposal is included in the City's Annual Budget or by Council Resolution; The disposal must be in accordance with s.3.58 of the <i>Local Government Act 1995</i>; Where applicable the disposal must be in accordance with r.30 of the <i>Local Government (Functions and General) Regulations 1996</i>; In the case of disposal of land, the intended sale price being within 95% of valuation; For the purposes of the administration of leases, exercise any option(s) available under the lease for established leases; and Where the market value of the property (other than land) is determined as being less than \$10,000 (F&G r.30(3) excluded disposal) may be undertaken: <ul style="list-style-type: none"> Without reference to Council for resolution; and in any case, be undertaken to ensure that the best value return is achieved however, where the property is determined as having a nil market value then, as a minimum, the disposal must ensure environmentally responsible disposal.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Director City Development and Sustainability Director City Infrastructure Director City Life Executive Manager Governance and Advocacy Manager City Operations Technical Officer Fleet Operations
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<ol style="list-style-type: none"> 1. The disposal is included in the City's Annual Budget or by Council Resolution. 2. The disposal must be in accordance with s.3.58 of the <i>Local Government Act 1995</i>. 3. The disposal must be in accordance with r.30 of the Local Government (Functions and General) Regulations 1996. 4. Does not include the disposal of land, delegated to the Chief Executive Officer only; 5. For the purposes of the administration of leases, exercise any option(s) available under the lease for established leases. 6. Plant and equipment, not identified in the City's Annual Budget, with a written down value of less than \$2,000 that has been lost, or is no longer used or serves no other purpose, may be removed from the asset register and disposed of. <p>Any disposal of property must also comply with the reporting requirements of Council's Policy – Related Party Disclosures. (D17/44327)</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u> Depreciation and Capitalisation of Assets Tender Management Related Party Disclosures
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; 2. Update the Tender Register accordingly; and 3. Any disposal requiring a declaration under the Related Party Disclosure Policy must be done so via the Related Party Disclosure Form. (D17/44460).
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.24 Write off, grant a concession or authorise a waiver for monies owing
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.12(1) Power to defer, grant discounts, waive or write off debts
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To write off, grant a concession or authorise a waiver in relation to any amount of money that it is owed to the local government
Delegate	Chief Executive Officer
Council conditions on this delegation	This delegation is subject to s.6.12(2) of the <i>Local Government Act 1995</i> , which specifies that a local government cannot grant a waiver or concession for a rate or service charge . The CEO's delegated authority is subject to the following limitations: 1. A write off of the debt incurred as a result of an administrative error on behalf of the City not exceeding \$10,000; 2. Any grant of concession or waiver not exceeding \$1,500 per occurrence; and 3. Any write off of a debt, not being due to an administrative error, for debts not exceeding \$1,500.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

<p>Sub-delegates <i>Appointed by CEO</i></p>	<p>Aquatic Programs Team Leader Community Resources Centres Manager Customer Experience Analyst and Team Leader Customer Experience Team Leader Chief Financial Officer Director City Development and Sustainability Director City Infrastructure Director City Life Dry Programs Team Leader Duty Officer Executive Manager Governance and Advocacy Kwinana Recquatic Manager Library Operations Coordinator Library Operations Team Leader Manager Community Services Manager Environment and Health Services Recquatic Business Development Specialist</p>
<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>This delegation is subject to s.6.12(2) of the <i>Local Government Act 1995</i>, which specifies that a local government cannot grant a waiver or concession for a rate or service charge.</p> <p>All Directors: Executive Manager Governance and Advocacy Chief Financial Officer Delegated authority is subject to City policies, procedures, budget and the following limitations:</p> <ol style="list-style-type: none"> 1. A write off of the debt incurred as a result of an administrative error on behalf of the City not exceeding \$2,000; 2. Any grant of concession or waiver not exceeding \$1,200 per occurrence; and 3. Any write off of a debt, not being due to an administrative error, for debts not exceeding \$500. <p>Manager Environment and Health Services: Delegated authority is subject to the following limitations:</p> <ol style="list-style-type: none"> 1. Annual Fees – Registered Food Businesses <ul style="list-style-type: none"> • Medium and Low Risk Food Business – Premises/Vehicle conducted by community, charitable and educational organisations may have their annual fee waived in the interest of community development except where they are the holder of any class of liquor licence to generate an income stream: • Grant of a waiver is not to exceed the applicable annual registration fee as set in the City's Schedule of Fees and Charges. 2. Special Discretionary Food Business Fee <ul style="list-style-type: none"> • For a food business within any of the three risk categories detailed in the City's annual Schedule of Fees and Charges. A reduction in the registration fee based on a low volume business,

	<p>extenuating social needs and valid community development circumstances may be granted.</p> <ul style="list-style-type: none"> • A reduction is not to exceed the applicable annual registration fee as set in the City's Schedule of Fees and Charges. <p>Manager Community Services Community Resource Centres Manager Kwinana Recquatic Manager Recquatic Business Development Specialist Kwinana Recquatic Duty Officers Aquatic Programs Team Leader Dry Programs Team Leader Customer Experience Team Leader Customer Experience Analyst and Team Leader Library Operations Team Leader Library Operations Coordinator</p> <p>Delegated authority is subject to the following limitation:</p> <ol style="list-style-type: none"> 1. Waiver of fees or service charges related to their operational responsibilities limited to \$50.00 per customer within a financial year (or \$300.00 for Managers). <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Policies</u> Debtors Management</p>
Record keeping	<ol style="list-style-type: none"> 1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; 2. The full details of the waiver, concession or write off to be recorded on the appropriate financial record; and 3. Annual Fees – Registered Food Businesses 4. The fee value shall be reported and debited as a donation of Services to the community and credited to the Health –Food Act fees from Community Services Donation Account.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.25 Authorised to negotiate and sign Consent Orders for recovery of rates on behalf of the local government
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> Rates and service charges s.6.56 Rates or service charges recoverable in court s.6.64 Actions to be taken
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to negotiate and sign Consent Orders on behalf of the local government in relation to court proceedings for recovery of rates in arrears.
Delegate	Chief Executive Officer
Council conditions on this delegation	A Consent Order on behalf of the local government may be signed to - 1. dismiss a claim if there was an administration error and claim was invalid, or 2. settle a claim by consent where all outstanding amounts are paid in full and the fee, as set out in the City's Fees and Charges. . This delegation is subject to s.6.12(2) of the <i>Local Government Act 1995</i> , which specifies that a local government cannot grant a waiver or concession for a rate or service charge.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	A Consent Order on behalf of the local government may be signed to - 1. dismiss a claim if there was an administration error and claim was invalid, or 2. settle a claim by consent where all outstanding amounts are paid in full and the fee, as set out in the City's Fees and Charges. This delegation is subject to s.6.12(2) of the <i>Local Government Act 1995</i> , which specifies that a local government cannot grant a waiver or concession for a rate or service charge.
Policy	<u>City of Kwinana Policies</u> Rates Collection Debtors Collection

Record keeping	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. The full details of the decision made under this delegation are to be recorded in the rate record.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.26 Make alternative arrangements for payment of rates and services charges
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.49 Agreement as to payment of rates and service charges
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to make an alternative agreement with a person for the payment of rates and services charges [s.6.49].
Delegate	Chief Executive Officer
Council conditions on this delegation	This delegation is subject to s.6.47 of the <i>Local Government Act 1995</i> . The CEO's delegated authority is subject to the following limitations: 1. Make arrangements with ratepayers wishing to make application for alternative instalment arrangements and extensions which will be completed within the current financial year ; or 2. Allow extended instalment arrangements, which will be finalised outside the current financial year. Subject to <i>Rates and Charges (Rebates and Deferments) Act 1992</i> . Must comply with relevant Council policies.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Finance Officer – Revenue Collection Finance Officer – Rates Rates Coordinator Senior Finance Officer - Rates
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	This delegation is subject to s.6.47 of the <i>Local Government Act 1995</i> . Officers delegated authority is subject to the following limitations: 1. Make arrangements with ratepayers wishing to make application for alternative instalment arrangements and extensions which will be completed within the current financial year paid before the end of a 3year term; Subject to <i>Rates and Charges (Rebates and Deferments) Act 1992</i> and must comply with relevant Council policies. The exercise of the delegated power does not include the power of delegation.

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Policy	<u>City of Kwinana Policies</u> Rates Collection Policy Debtors Collection Policy
Record keeping	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. The full details of the payment arrangement to be recorded on the appropriate financial record.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.27 Amendment to Rates Record
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.6.49 Agreement as to payment of rates and service charges
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Amend a rate record for the current financial year to ensure that the information contained in the record is current and correct and that the record is in accordance with the <i>Local Government Act 1995</i> , as well as the power to determine whether to amend the rate record for the preceding five years.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Chief Financial Officer Rates Coordinator
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Delegation extends to amending the rate record to increase the rates due by up to \$10,000 per assessment per year or amend the rate record to provide a refund of up to \$10,000 per assessment per year. Delegation extends to amending the rate record by an amount up to \$100,000 per assessment per year or amend the rate record to provide a refund of up to \$100,000 per assessment per year. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u> Rates Collection Policy Debtors Collection Policy
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. The full details of the payment arrangement to be recorded on the appropriate financial record.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

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Delegation	1.1.28 Entering into legal agreements in accordance with Local Planning Policy (LPP) No 4 – Administration of development contribution plans
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to enter into legal agreements on behalf of the City of Kwinana, in accordance with Local Planning Policy (LPP) No 4 - Administration of development contribution plans.
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with Local Planning Policy (LPP) No 4 - Administration of development contribution plans. Authorised to vary or waive agreements in accordance with LPP No 2 sections 4.2.1, 4.2.2 and 4.2.3.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	In accordance with Local Planning Policy (LPP) No 4 - Administration of development contribution plans. Authorised to vary or waive agreements in accordance with LPP No 2 sections 4.2.1, 4.2.2 and 4.2.3.
Policy	<u>City of Kwinana Policies</u> City of Kwinana Common Seal Local Planning Policy No 2 – Administration of Developer Contribution Plans
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

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Delegation	1.1.29 Planning, building and other development related applications where the City is the applicant
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.49A(4) Execution of documents
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to sign planning, building and other development related applications where the City is the applicant on its own City land.
Delegate	Chief Executive Officer
Council conditions on this delegation	Must be in accordance with works identified in the budget.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Life Director City Infrastructure Executive Manager Governance and Advocacy
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Must be in accordance with works identified in the budget.
Policy	<u>City of Kwinana Policies</u> City of Kwinana Common Seal
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.30 Notices requiring certain things to be done by property owner/occupier
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.25 Notices requiring things to be done by owner or occupier of land s.3.26 Additional powers when giving notices
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to: 1. Serve notices requiring certain things to be done, including but not restricted to the removal of overgrown vegetation, rubbish or disused material from land considered untidy 2. Recover the cost of anything the City has done to achieve the purpose for which notice is given as a debt due from the person who failed to comply with the notice
Delegates	Chief Executive Officer
Council conditions on this delegation	Schedule 3.1 of the <i>Local Government Act 1995</i> .
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Building Surveyor Building Technician City Assist Officer Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Environmental Health Officer Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Compliance Officer Senior Environmental Planner Senior Building Surveyor

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Statutory Power sub-delegated to:</p> <p><i>Local Government Act 1995:</i></p> <ol style="list-style-type: none"> s.3.25 Notices requiring things to be done by owner or occupier of land; Serve notices requiring certain things to be done, including but not restricted to the removal of overgrown vegetation, rubbish or disused material from land considered untidy that is prescribed in Schedule 3.1 Division 1, of the <i>Local Government Act 1995</i>: Building Surveyor Building Technician Senior Building Surveyor City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Environmental Health Officer Manager Building Services Manager Engineering Services Manager Essential Services Senior Compliance Officer Compliance Officer Senior Environmental Planner Manager Environment and Health Services Additional powers when giving notices. Recover the cost of anything the City has done to achieve the purpose for which notice is given as a debt due from the person who failed to comply with the notice applicable to s.3.25(1): Director City Development and Sustainability Director City Infrastructure Manager Building Services Manager Environment and Health Services Manager Essential Services Manager Engineering Services Senior Environmental Planner That due process be followed for the issuing of a notice under s.3.25 of the <i>Local Government Act 1995</i>. Conditions and Exceptions: <ol style="list-style-type: none"> <i>Local Government Act 1995</i> <i>Schedule 3.1, Division 1 Things a notice may require to be done.</i> <i>Schedule 3.1, Division 2 Provisions contraventions of which may lead to a notice requiring things to be done.</i> Council and City policies and procedures in relation to debt recovery. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022

Adoption references	161
Last reviewed	June 2022

Delegation	1.1.31 Particular things local government can do on land that is not local government property
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.27 Particular things local governments can do on land that is not local government property
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to do any of the things prescribed in Schedule 3.2 of the <i>Local Government Act 1995</i> on land which is not local government property.
Delegate	Chief Executive Officer
Council conditions on this delegation	Schedule 3.2 of the <i>Local Government Act 1995</i> .
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Manager City Operations Manager Engineering Services Manager Essential Services Senior Environmental Planner
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<i>Local Government Act 1995:</i> Schedule 3.2 Particular things local governments can do on land even though it is not local government property.
Policy	<u>City of Kwinana Policies</u>
Record keeping	The exercise of this delegated power does not include the power of delegation.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.32 Crossing from public thoroughfare to private land or private thoroughfare
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.12(1) Crossing from public thoroughfare
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Upon application, approve the construction of a crossing giving access from a public thoroughfare to the land, or a private thoroughfare serving the land.
Delegate	Chief Executive Officer
Council conditions on this delegation	Approvals are subject to: 1. <i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.12(2) Crossing from public thoroughfare to private land or private thoroughfare r.14(2)(a) Role of Commissioner of Main Roads in some cases
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Infrastructure Manager Engineering Services
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Approvals are subject to: 1. <i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.12(2) crossing from public thoroughfare to private land or private thoroughfare. r.14(2)(a) Role of Commissioner of Main Roads in some cases. The exercise of this delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.33 Requirement to construct and repair crossing
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.13(1) and (2) Requirement to construct or repair crossover
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Give a person who is the owner or occupier of private land a notice in writing requiring the person to construct or repair a crossing from a public thoroughfare. 2. Construct or repair the crossing and recover 50% of the cost if the person fails to comply with the notice.
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with <i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.14(2)(b) Role of Commissioner of Main Roads. That due process be followed for the issuing of a notice under s.3.25 of the <i>Local Government Act 1995</i> for a notice served under r.14(3).
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	City Assist Officer Compliance Officer Coordinator City Assist Director City Infrastructure Director City Development and Sustainability Manager Engineering Services Senior Compliance Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	In accordance with <i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.14(2)(b) Role of Commissioner of Main Roads That due process be followed for the issuing of a notice under s 3.25 of the <i>Local Government Act 1995</i> . The exercise of this delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u> Crossovers
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register

Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.34 Private works, on, over or under public places
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.17 Private works on, over, or under public places – Sch.9.1 cl.8
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to grant permission or refuse permission to construct a specified thing on, over, or under a specified public thoroughfare or public place that is local government property [ULP r.17(3)]. 2. Authority to impose conditions on permission including those prescribed in r.17(5) and (6) [ULP r.17(5)]. 3. Authority to determine, as a condition of granting permission for Private Works in Public Places, the sum sufficient to deposit with the Local Government to cover the cost of repairing damage to the public thoroughfare or public place resulting from the crossing construction, on the basis that the Local Government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant [r.17(5)(b)]. 4. Authority to determine if repairs to damage resulting from excavation or protective structures have been repaired satisfactorily. [r.17(6)(c)].
Delegate	Chief Executive Officer
Council conditions on this delegation	Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i> .
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Coordinator Statutory Planning Director City Development and Sustainability Director City Infrastructure Manager City Operations Manager Engineering Services Manager Planning and Development
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i> . The exercise of this delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u> Street Trees and Verge Treatments

Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.35 Local Government Act 1995 – Power of entry
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.28 When the subdivision applies s.3.32 Notice of entry s.3.33 Entry under warrant s.3.34 Entry in an Emergency s.3.36 Opening Fences
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to exercise powers of enter to enter onto land to perform any of the local Government functions under this Act, other than entry under a Local Law [s.3.28]. 2. Give a notice of entry [s.3.32]. 3. Authority to seek and execute an entry under warrant [s.3.33]. 4. Authority to execute entry in an emergency, using such force as is reasonable [s.3.34(1) and (3)]. 5. Give notice and execute the opening of a fence [s.3.36]. (See conditions in regard to s.3.33 – Entry under warrant)
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with the <i>Local Government Act 1995</i> : 3.31(1)(a) consent obtained from the owner or occupier 3.31(1)(b) notice has been given under s.3.32 3.36 (3) Opening fences Delegated authority under s.3.34(1) and (3) may only be used, where there is imminent or substantial risk to public safety or property.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Director City Life Manager Environment and Health Services Manager Essential Services Manager Building Services

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p><i>Local Government Act 1995:</i></p> <p>3.31(1)(a) Consent obtained from the owner or occupier. 3.31(1)(b) Notice has been given under 3.32.</p> <p>3.34(2) Entry in emergency.</p> <p>3.36(3) Opening fences.</p> <p>s.3.33 Entry under warrant</p> <p>Any proposed entry under warrant is to be referred to the Chief Executive Officer for approval prior to the seeking of the warrant from a justice.</p> <p>The exercise of this delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.36 Road Traffic Administration Act 2008 – Damage to road infrastructure
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Road Traffic Administration Act 2008:</i> s.124(2) A compensation order may be made on the application of the prosecutor, the road authority or the CEO. s.126(2) Service of certificates - If a road authority proposes to use a certificate, the road authority must serve a copy of the certificate on the accused at least 28 days before the day on which the matter is set down for hearing. s.132(2) Where it appears to the road authority that has functions in relation to the repair of road infrastructure that, having regard to the average expense of repairing road infrastructure in the vicinity, extraordinary expenses have been incurred by the road authority in repairing the road infrastructure because of damage caused by heavy traffic, the road authority may recover the amount of the expenses as may be proved to the satisfaction of the court to have been incurred by the road authority because of damage caused by heavy traffic.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Recover by proceedings in a court of competent jurisdiction damage caused to road infrastructure due to an MLDR offence (Mass, Dimensions, or Loading Requirements). 2. Service any certificate(s) as detailed ins.125 in regard to the local government's authority to maintain the road and the estimating of road values and repairs. 3. Recover expenses of damage caused by heavy traffic.
Delegate	Chief Executive Officer
Council conditions on this delegation	Compensation orders made under s.124 may only be made for an MDLR offence as defined ins.28 of the Act. All proceedings for the recovery of expenses or compensation for damage to be made in accordance with Part 7 of the Act.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Infrastructure
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Compensation orders made under s.124 may only be made for an MDLR offence as defined ins.28 of the Act. All proceedings for the recovery of expenses or compensation for damage to be made in accordance with Part 7 of the Act.
Policy	<u>City of Kwinana Policies</u>

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Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.37 Local Government (Miscellaneous Provisions) Act 1960 – Appointment of Pound Keepers and Ranger
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Miscellaneous Provisions) Act 1960:</i> s.449 Appointment of Pound keepers and Rangers
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To appoint fit and proper persons to be pound keepers and rangers of the City of Kwinana.
Delegate	Chief Executive Officer
Council conditions on this delegation	Local Public notice of the appointment of fit and proper persons to be pound keepers and rangers of the City of Kwinana.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Policy	<u>City of Kwinana Policies</u>
Record keeping	1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; 2. Public notice to be recorded in the City's Record Keeping System; and 3. Authorisation needs to be included in the officer Authorisation documents and in the require form.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.38 Disposal of sick or injured animals
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.47A Dispose of sick or injured animals s.3.48 Impounding expenses, recovery of
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to determine when an impounded animal is ill or injured, that treating it is not practicable, and to humanely destroy the animal and dispose of the carcass [s.3.47A(1)]. 2. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].
Delegate	Chief Executive Officer
Council conditions on this delegation	Delegation only to be used where the Delegate's reasonable efforts to identify and contact an owner have failed.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Coordinator City Assist Manager Essential Services Senior Compliance Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Delegation only to be used where the Delegate's reasonable efforts to identify and contact an owner have failed. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.39 Closure of beaches and reserves in the interest of public safety
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18 Performing executive functions
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Approve the temporary closure of beaches and reserves in the district, wholly or partially, in the interest of maintaining public safety.
Delegate	Chief Executive Officer
Council conditions on this delegation	Must be for the purposes of enforcing a Western Australian Declaration of State of Emergency, Public Health Emergency, or for the purpose of maintaining safety of the public.
Express power to sub-delegate	This Authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.40 Commencement of legal proceedings or prosecutions under the Local Government Act 1995
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.24 Prosecutions, commencing
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The commencement of legal proceedings or prosecution on behalf of the City of Kwinana under the <i>Local Government Act 1995</i> and Regulations and the City of Kwinana Local Laws.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate powers and duties to other employees.
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Director City Life Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Governance and Legal Manager Planning and Development Senior Environmental Planner
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	The commencement of legal proceedings or initiation of a prosecution will not be undertaken without the express approval of the CEO, or where deemed necessary by the CEO, the approval of Council. Refer to Governance Work Instruction WI54 – Procedure for commencement of legal proceedings. – D16/4719*. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Cost Indemnification and Liability
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register

Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.41 Destruction of local government election parcels
Delegator <i>Power/Duty assigned in legislation to:</i>	Chief Executive Officer
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Election) Regulations 1997:</i> r.82(4) Destruction of election papers
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to, after a period of 4-years, destroy the parcels of election papers in the presence of at least 2 other employees [Elect. r.82(4)].
Delegates	Executive Manager Governance and Advocacy Manager Governance and Legal
CEO conditions on this delegation	<p>Destruction to be undertaken in accordance with the requirements of sub-regulation 82(4) and 82(5):</p> <p>r.82(4) If, after the period mentioned in sub-regulation (3), the parcels are to be destroyed —</p> <ol style="list-style-type: none"> the destruction is to be carried out by or under the supervision of the delegate in the presence of at least 2 employees; or the parcels are to be conveyed securely to a secure paper destruction company, or placed in a locked bin provided by such a company, by or under the supervision of the delegate in the presence of at least 2 employees. <p>r.82(5) In sub-regulation (4):</p> <p>destroy, in relation to a parcel of ballot papers, means to deal with the parcel so that all of the information recorded or stored on the papers in the parcel are obliterated or rendered illegible or irrecoverable;</p> <p>secure paper destruction company means a person or body that under contract or agreement with the local government is to destroy papers for the local government.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>
Record keeping	<ol style="list-style-type: none"> Any exercise of this delegation to be recorded in the Delegated Authority Register. A Witness Statement in regard to the destruction of electoral materials is to be completed in accordance with the requirements of the Work Instruction – Destruction of Electoral Material (D10/5469[v3] or later version if applicable).
Date adopted	22 June 2022
Adoption references	161

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Delegation	1.1.42 Declaring a vehicle as an abandoned vehicle wreck
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.40A(2) Give notice to that person advising that the vehicle may be collected from a place specified during such hours as are specified in the notice. s.3.40A(4) Abandoned vehicle wreck may be taken.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Declare that an impounded vehicle is an abandoned vehicle wreck [s.3.40A(4)].
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	City Assist Officer Coordinator City Assist Manager Essential Services

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Delegation to: Manager Essential Services s.3.40A(2) Give notice to that person advising that the vehicle may be collected from a place specified during such hours as are specified in the notice. s.3.40A(4) Declare that a vehicle is an abandoned vehicle wreck. Coordinator City Assist City Assist Officer s.3.40A(2) Give notice to that person advising that the vehicle may be collected from a place specified during such hours as are specified in the notice. Conditions and Exceptions: In accordance with the requirements of the <i>Local Government Act 1995</i> and <i>Local Government (Functions and General) Regulations 1996</i> . Abandoned vehicle wreck means a vehicle: a) that is not operational; b) the owner of which has not been identified by the local government after using all reasonable avenues to do so; and c) that has a value that is less than the prescribed value calculated in the prescribed manner. The exercise of the delegated power does not include the power of delegation
	Policy City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Register of Delegation of Authority.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.43 Confiscated or Uncollected Goods
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.42 Impounded non-perishable goods s.3.44 Notice to collect goods if not confiscated s.3.46 Goods May be withheld until costs paid s.3.47 Confiscated or uncollected goods, disposal of s.3.48 Impounding expenses, recovery of
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to give an alleged offender notice that the goods may be collected from a place specified during such hours as are specified [s.3.44]. 2. Authority to refuse to allow goods removed under section 3.40 or 3.40A to be collected until the costs of removing and keeping them have been paid to the local government [s.3.56]. 3. Authority to refuse to allow goods impounded under s.3.39 or 3.40A to be collected until the costs of removing, impounding and keeping them have been paid to the local government. [s.3.46] 4. Authority to sell or otherwise dispose of confiscated or uncollected goods or vehicles that have been ordered to be confiscated under s.3.43 [s.3.47]. 5. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability City Assist Officer Compliance Officer Coordinator City Assist Manager Essential Services Senior Compliance Officer

CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Disposal of confiscated or uncollected goods, including abandoned vehicles, with a market value less than \$20,000 may, in accordance with <i>Local Government (Functions and General) Regulation r.30</i> , be disposed of by any means considered to provide best value, provided the process is transparent and accountable.
Policy	City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.1.44 Obstruction of Footpaths and Thoroughfares
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government (Uniform Local Provisions) Regulations 1996:</i> r.5(2) Interfering with, or taking from, local government land r.6 Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl. 3(1)(a) r.6(4)(d) Obstruction of public thoroughfare by things placed and left - Sch. 9.1 cl. 3(1)(a) r.7A Obstruction of public thoroughfare by fallen things – Sch.9.1 cl.3(1)(b) r.7 Encroaching on public thoroughfare – Sch.9.1. cl.3(2)
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to determine, by written notice served on a person who is carrying out plastering, painting or decorating operations (the work) over or near a footpath on land that is local government property, to require the person to cover the footpath during the period specified in the notice so as to: <ol style="list-style-type: none"> (a) prevent damage to the footpath; or (b) prevent inconvenience to the public or danger from falling materials [ULP r.5(2)]. 2. Authority to provide permission including imposing appropriate conditions or to refuse to provide permission, for a person to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare. [ULP r.6(2) and (4)]. 3. Authority to renew permission to obstruct a thoroughfare and to vary any condition imposed on the permission effective at the time written notice is given to the person to whom permission is granted [ULP r.6(6)]. 4. Authority to require an owner or occupier of land to remove any thing that has fallen from the land or from anything on the land, which is obstructing a public thoroughfare [ULP r.7A]. 5. Authority to require an owner occupier of land to remove any part of a structure, tree or plant that is encroaching, without lawful authority on a public thoroughfare [ULP r.7]. 6. Authority to determine the sum sufficient to cover the cost of repairing damage to the public thoroughfare resulting from the placement of a thing or a protective structure, on the basis that the local government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant [ULP r.6(4)(d)]. 7. Authority to determine the requirements for protective structures, during such time as it is considered necessary for public safety and convenience [ULP r.6(5)(b)]. 8. Authority to determine and require in writing, that the person granted permission to obstruct a public thoroughfare repair damage caused by

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	things placed on the thoroughfare and authority to determine if such repairs are to the satisfaction of the local government [ULP r.6(5)(d)].
Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. Actions under this Delegation must comply with procedural requirements detailed in the <i>Local Government (Uniform Local Provisions) Regulations 1996</i>. 2. Permission may only be granted where, the proponent has: <ol style="list-style-type: none"> (a) Where appropriate, obtained written permission from each owner of adjoining or adjacent property which may be impacted by the proposed obstruction. (b) Provided a bond, sufficient to the value of works that may be required if the proponent does not satisfactorily make good public assets damaged by the obstruction at the completion of works. (c) Provided evidence of sufficient Public Liability Insurance. (d) Provided pedestrian and traffic management plans which are sufficient for the protection of public safety and amenity.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Director City Life Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Governance and Legal Manager Planning and Development Senior Environmental Planner Senior Compliance Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil.
Policy	City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161

Last reviewed	June 2022
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Delegation	1.1.45 Road Closures
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> Certain Provisions about thoroughfares s.3.50 Closing certain thoroughfares to vehicles s.3.50A Partial closure of thoroughfares for repairs or maintenance s.3.51 Affected owners to be notified of certain proposals
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authorised to close, revoke or vary the closure, of a thoroughfare to vehicles, wholly or partially, to vehicles for a period not exceeding 4 weeks; 2. For periods exceeding 4 weeks, after considering any submissions that are received, having given local public notice of the proposed closure of the thoroughfare; and 3. Authorised to give notice of the fixing, altering, alignment or draining of a public thoroughfare or other public place.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Director City Infrastructure Manager Engineering Services

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>This delegation is subject to:</p> <ol style="list-style-type: none"> 1. <i>Local Government Act 1995</i>: <ul style="list-style-type: none"> 3.50A exception to local public notice 3.50(4) before making an order wholly or partially to closing a thoroughfare for a period exceeding 4 weeks: <ol style="list-style-type: none"> a) give local public notice, including location, where, when and why; b) invite submissions; c) give written notice to each person who is prescribed for the purposes or owns land that is prescribed for the purposes of this section; d) allow a reasonable time for submissions to be made; and e) consider any submissions made. 3.51(3) affected owners to be notified of certain proposals. 2. Council being notified by presentation at an Elected Members forum prior to commencing process for road closures greater than 4 weeks. <p>Director City Infrastructure and Director City Development and Sustainability:</p> <ol style="list-style-type: none"> 1. Authorised to close, revoke or vary the closure, of a thoroughfare to vehicles, wholly or partially, to vehicles for a period not exceeding 4 weeks. 2. Authorised to close, revoke or vary the closure, of a thoroughfare to vehicles, wholly or partially, to vehicles for periods exceeding 4 weeks, after considering any submissions that are received, having given local public notice of the proposed closure of the thoroughfare. 3. Authorised to give notice of the fixing, altering, alignment or draining of a public thoroughfare or other public place. <p>Manager Engineering Services:</p> <ol style="list-style-type: none"> 1. Authorised to close, revoke or vary the closure, of a thoroughfare to vehicles, wholly or partially, to vehicles for a period not exceeding 4 weeks. 2. Authorised to give notice of the fixing, altering, alignment or draining of a public thoroughfare or other public place. <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

1.2. CEO to Employees

Delegation	1.2.1 Responsible for employment and dismissal of employees
Delegator <i>Power/Duty assigned in legislation to:</i>	Chief Executive Officer
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.5.41(g) Functions of CEO.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Responsible for the employment and dismissal of employees.
Delegates	Director City Development and Sustainability Director City Infrastructure Director City Life Executive Manager Governance and Advocacy Manager Human Resources Chief Financial Officer
CEO conditions on this delegation	<ol style="list-style-type: none"> The exercise of this delegation is in accordance with: <ol style="list-style-type: none"> the approved budget and adopted business case for the position; internal HR Policies, relevant employment instruments and associated legislation; Corporate Business Plans, Team Plans and Position Descriptions and in compliance with provisions of the; <i>Local Government Act 1995</i> s.5.36(3) in relation to qualifications, arrangements relating to employment; <i>Local Government Act 1995</i> s.5.40 in relation to selection, and promotion in accordance with principles of merit and equity; and free from favouritism and nepotism; and in accordance with; <i>Equal Opportunity Act 1984</i>; and <i>Occupational Safety and Health Act 1984</i>. The exercise of the delegated power does NOT include the appointment of any manager or director position or the extension of any manager or director position. All manager and director contracts or letters of offer must only be approved or extended by the CEO. Subject to s.5.37(2) of the <i>Local Government Act 1995</i> in relation to senior employees. <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>

Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.2.2 Electoral Enrolment Eligibility Claims
Delegator <i>Power/Duty assigned in legislation to:</i>	Chief Executive Officer
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995 – Part 4, Division 8</i> s.4.32 Eligibility to enrol under s.4.30. s.4.35 Decision that eligibility to enrol under s.4.30 has ended.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to make any enquiries necessary in order to make a decision on an eligibility claim [s.4.32(5)] Authority to decide that a person is no longer eligible under s.4.30 to be enrolled on the Owners and Occupiers Electoral Roll [s.4.35(1)] and to give notice [s.4.35(2)] and consider submissions [s.4.35(6)], before making such determination. Authority to determine to take any action necessary to give effect to advice received from the Electoral Commissioner [s.4.35(5)].
Delegates	Executive Manager Governance and Advocacy Manager Governance and Legal
CEO conditions on this delegation	<i>Local Government Act 1995:</i> 1. Enrolments and eligibility to be determined in accordance with: s.4.30 Eligibility of non-resident owners and occupiers to be enrolled. s.4.32 Eligibility to enrol; how to claim. 2. The delegate is to ensure that the information about electors that is recorded from enrolment eligibility claims is maintained in an up to date and accurate form. s.4.34 Accuracy of enrolment details to be maintained. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u>
Record keeping	1. Any exercise of this delegation to be recorded in the Delegated Authority Register; and 2. The delegate is to record the decision in a register kept for that purpose in accordance with regulations and is to give written notice of the decision to the claimant without delay, s.4.32(6).
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.2.3 Extension of time or withdrawal of infringement notice under the Local Government Act 1995
Delegator <i>Power/Duty assigned in legislation to:</i>	Chief Executive Officer
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.9.13(6)(b) Onus of proof in vehicle offences may be shifted s.9.19 Extension of Time s.9.20 Withdrawal of Notice
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	1. Authority to consider an owner of a vehicle's submission that the vehicle that is subject of an infringement notice, had been stolen or unlawfully taken at the time of the alleged offence [s.9.13(6)(b)]. 2. Authority to extend the 28-day period within which payment of a modified penalty may be paid, whether or not the period of 28-days has elapsed [s.9.19]. 3. Authority to withdraw an infringement notice within one year after the notice was given, whether or not the modified penalty has been paid by sending a withdrawal notice (in the prescribed form) to the alleged offender and if the modified penalty has been paid, providing a refund [s.9.20].
Delegates	Director City Development and Sustainability Director City Infrastructure Director City Life Manager Essential Services
CEO conditions on this delegation	Manager Essential Services May only provide an extension of time or withdraw a notice under this delegation provided the Director City Development and Sustainability is notified in writing. <i>Local Government Act 1995</i> Extension of time The period for which a modified penalty may be paid, may be extended the period of 28 days within which the modified penalty may be paid and the extension may be allowed whether or not the period of 28 days has elapsed. Withdrawal of infringement notice 1) Within one year after the notice was given the delegate may, whether or not the modified penalty has been paid, withdraw an infringement notice by sending to the alleged offender a notice in the prescribed form stating that the infringement notice has been withdrawn. 2) Where an infringement notice is withdrawn after the modified penalty has been paid, the amount is to be refunded. A delegate who participated in a decision to issue an infringement notice, must NOT determine any matter related to that infringement notice under

	this Delegation. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

1.3. Local Law Delegations to the CEO/Employees

Delegation	1.3.1 Activities on Thoroughfares and Public Places and Trading Local Law 2011
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<p><i>Local Government Act 1995:</i></p> <p>s.5.42 Delegation of some powers or duties to the CEO</p> <p>s.5.43 Limitations on delegations to the CEO</p>
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <p>s.3.18(1) Administer Local Laws</p> <p>The exercise of the following provisions of the Activities in Thoroughfares and Public Places and Trading Local Law 2011:</p> <p>c2.1(1)(e) Permit a person to damage, remove or interfere with any signpost, direction plate, guidepost, notice, shelter, shed, fence or any structure erected on a thoroughfare by the local government.</p> <p>c2.2(2) Exempting persons from a compliance of activities that require a permit under sub- clause 2.2(1).</p> <p>c2.4(3) Approval of application for a permit for the purposes of a temporary crossing.</p> <p>c2.5(2) Give a written notice requiring removal of a crossing which does not give access to a lot and reinstating part of thoroughfare affected by removal.</p> <p>c2.10(1) Give a written notice to an owner or occupier to make good a verge abutting a lot. c2.14(1) Assign a number to a lot.</p> <p>c2.15(1) Give a notice to the owner of land that adjoins a public place or thoroughfare to enclose the land to prevent sand or other matter from the land entering the public place or thoroughfare.</p> <p>c2.15(2) Determine whether a fence needs to be built, repaired or maintained.</p> <p>c2.16(1) Erect a sign on a public place specifying any conditions of use which apply to that place.</p> <p>c3.2(3)(d) Determine whether a sign is likely to obstruct a line of sight.</p> <p>c3.3 Determine an application for a permit for an advertising sign.</p> <p>c3.4 Approval or refusal of an application for a permit of a portable sign.</p> <p>c3.5 Approval or refusal of an application for a permit of an election sign on a thoroughfare.</p> <p>c4.7(1) Advise verbally or in writing a retailer whose name appears on a shopping trolley, of the location of the trolley and to remove the trolley within 24 hours, unless the retailer requests the local government collect and deliver the trolley to the retailer and that the retailer pay for the collection and delivery.</p> <p>c5.4(1) Signpost roads with standard MRWA 'flora road' sign.</p> <p>c5.5(2)(c) Provide exemption for a person driving or riding a vehicle on a flora road other than the carriageway.</p> <p>c5.9(1) Approval of application for a permit to plant or sow seeds on a thoroughfare.</p>

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	<p>c5.10(1) Approval of application to clear a thoroughfare and maintain in a cleared state within one metre of a person's land.</p> <p>c5.12(1) Approve an application to burn part of a thoroughfare.</p> <p>c5.17(2) Approval of application for permit to construct firebreak on thoroughfare</p> <p>c5.19 Approval of application for permit to collect seed from native flora on a thoroughfare for a revegetation projects.</p> <p>c6.2 Refuse or approve an application for a stallholder's permit.</p> <p>c6.3 Refuse or approve an application for a trader's permit.</p> <p>c6.7(3) Exempt a person from the requirement to pay fee or obtain a stallholders or traders permit.</p> <p>c6.10 Refuse or approve an application for a street entertainer's permit.</p> <p>c6.11 Variation of permitted area and permitted time for street performers.</p> <p>c6.16(1) Refuse or approve an application to establish or conduct an outdoor eating facility on a public place.</p> <p>c6.18(2) Give notice to permit holder of an outdoor eating facility to carry out work.</p> <p>c6.21(2) May carry out things requested of a person and recover from that person, as a debt, the costs incurred in doing so.</p> <p>c7.1(2)(a) Determine the form of an application for a permit.</p>
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the <i>Activities in Thoroughfares and Public Places and Trading Local Law 2011</i> .
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<p><i>Local Government Act 1995:</i></p> <p>s.5.44 CEO may delegate some powers and duties to other employees</p>

Sub-delegates <i>Appointed by CEO</i>	Building Surveyor Building Technician Chief Bush Fire Control Officer City Assist Officer Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Engineering Technical Officer - Development Environmental Health Officer Manager Building Services Manager City Operations Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Building Surveyor Senior Compliance Officer Senior Environmental Planner
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p><i>Activities in Thoroughfares and Public Places and Trading Local Law 2011.</i></p> <p>Note: The clauses listed below may not be listed in strictly numerical order.</p> <p>1. The following clauses are only to be performed by the officers as listed:</p> <p>a) c2.1(e) Permit a person to damage, remove or interfere with any signpost, direction plate, guidepost, notice, shelter, shed, fence or any structure erected on a thoroughfare by the local government.</p> <p>c2.2(2) Exempting persons from a compliance of activities that require a permit under sub- clause 2.2(1).</p> <p>c2.16(1) Erect a sign on a public place specifying any conditions of use which apply to that place.</p> <p>Director City Development and Sustainability Director City Infrastructure Manager Engineering Services Manager City Operations</p> <p>b) c2.4(3) Approval of application for a permit for the purposes of a temporary crossing.</p> <p>c2.14(1) Assign a number to a lot.</p> <p>Director City Development and Sustainability Director City Infrastructure Engineering Technical Officer – Development Manager Engineering Services</p> <p>c) c2.5(2) Give a written notice requiring removal of a crossing</p>

	<p>which does not give access to a lot and reinstating part of thoroughfare affected by removal.</p> <p>c2.10(1) Give a written notice to an owner or occupier to make good a verge abutting a lot.</p> <p>c2.15(1) Give a notice to the owner of land that adjoins a public place or thoroughfare to enclose the land to prevent sand or other matter from the land entering the public place or thoroughfare.</p> <p>c2.15(2) Determine whether a fence needs to be built, repaired or maintained.</p> <p>c3.2(3)(d) Determine whether a sign is likely to obstruct a line of sight.</p> <p>Building Surveyor Building Technician City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Environmental Health Officer Manager Building Services Manager Engineering Services Manager Essential Services Senior Compliance Officer Compliance Officer Senior Building Surveyor Senior Environmental Planner</p> <p>d) c3.3 Determine an application for a permit for an advertising sign. c3.4 Approval or refusal of an application for a permit of a portable sign.</p> <p>c3.5 Approval or refusal of an application for a permit of an election sign on a thoroughfare.</p> <p>Building Surveyor Building Technician Manager Building Services Manager Engineering Services Manager Essential Services Senior Compliance Officer Senior Building Surveyor Compliance Officer</p> <p>e) c4.7(1) Advise verbally or in writing a retailer whose name appears on a shopping trolley, of the location of the trolley and to remove the trolley within 24 hours, unless the retailer requests the local government collect and deliver the trolley to the retailer and that the retailer pay for the collection and delivery.</p> <p>Building Surveyor Building Technician City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Environmental Health Officer Manager Building Services Manager Engineering Services</p>
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	<p>Manager Environment and Health Services Manager Essential Services Senior Compliance Officer Senior Building Surveyor Compliance Officer</p> <p>f) c5.4(1) Signpost roads with standard MRWA 'flora road' sign. c5.5(2)(c) Provide exemption for a person driving or riding a vehicle on a flora road other than the carriageway. c5.9(1) Approval of application for permit to plant or sow seeds on a thoroughfare. c5.10(1) Approval of application to clear a thoroughfare and maintain in a cleared state within one metre of a person's land.</p> <p>Director City Development and Sustainability Senior Environmental Planner</p> <p>g) c5.12(1) Approve an application for a permit to burn part of a thoroughfare. c5.17(2) Approval of application for permit to construct firebreak on thoroughfare. Note: An approval to burn part of a thoroughfare under clause 5.12(1) may only be given if it complies with clause 5.14(1).</p> <p>Chief Bush Fire Control Officer</p> <p>h) c5.19 Approval of application for permit to collect seed from native flora on a thoroughfare for a revegetation projects.</p> <p>Director City Development and Sustainability Senior Environmental Planner</p> <p>i) c6.2 Refuse or approve an application for a stallholder's permit. c6.3 Refuse or approve an application for a trader's permit.</p> <p>Administration and Bookings Officer Community Facilities Bookings Officer Environmental Health Officer Coordinator Environment and Waste Coordinator Environmental Health Manager Environment and Health Services</p> <p><u>Condition</u> Administration and Bookings Officer and Community Facilities Bookings Officer delegation excludes food businesses and events approvals and is limited to low risk events applications.</p> <p>j) c6.16(1) Refuse or approve an application to establish or conduct an outdoor eating facility on a public place. c6.18(2) Give notice to permit holder of an outdoor eating facility to carry out work.</p> <p>Environmental Health Officer Coordinator Environment and Waste Coordinator Environmental Health Manager Environment and Health Services</p> <p>k) c6.7(3) Exempt a person from the requirement to pay fee or obtain a stallholders or traders permit.</p>
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	<p>c6.10 Refuse or approve an application for a street entertainer's permit.</p> <p>c6.11 Variation of permitted area and permitted time for street performers.</p> <p>c6.21(2) May carry out things requested of a person and recover from that person, as a debt, the costs incurred in doing so.</p> <p>c7.1(2)(a) Determine the form of an application for a permit.</p> <p>c7.1(3) Require an applicant to provide additional information.</p> <p>c7.1(4) Require an applicant to give local public notice.</p> <p>c7.2(1) Approve an application for a permit unconditionally or subject to conditions or refuse a permit.</p> <p>c7.2(2) Issue a permit to an applicant and determine the form of the permit.</p> <p>c7.2(3) Give written notice of refusal of a permit to the applicant.</p> <p>c7.3(1) Place conditions on a permit.</p> <p>c7.5(2) Vary the conditions on a permit.</p> <p>c7.7 Refuse or approve an application for the renewal of a permit. c7.8 Refuse or approve an application for the transfer of a permit.</p> <p>c7.10(1) Cancel a permit if a permit holder has not complied with the conditions, the permit or any written law with relate to the activity regulated by the permit.</p> <p>Director City Development and Sustainability Manager Environment and Health Services Coordinator Environmental Heath</p> <p>I) c9.1(1) Give a written notice to the owner or the occupier of the land abutting on the lawn or the garden, requiring the owner or the occupier or both to move or alter the direction of the sprinkler or other watering equipment.</p> <p>c9.2(1) Give a notice to the owner or the occupier of the land abutting on the garden to remove, cut, move or otherwise deal with that plant so as to remove the hazard.</p> <p>c9.3(1) Give notice to a person who caused damage to a thoroughfare, ordering the person to repair or replace that portion of the thoroughfare to the satisfaction of the local government.</p> <p>c9.4(1) Give notice in writing to an owner or occupier of a property which abuts a portion of the thoroughfare where a thing has been placed, or such other person who may be responsible for the thing being so placed, requiring the relevant person to remove the thing.</p> <p>Building Surveyor Building Technician City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Environmental Health Officer Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Compliance Officer</p>
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	<p>Compliance Officer Senior Environmental Planner Senior Building Surveyor</p> <p>m) c10.2 Undertake requirements of a notice and recover as a due debt, the costs incurred in doing so.</p> <p>Director City Development and Sustainability Director City Infrastructure Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Environmental Planner</p> <p>2. c10.4 Prescribed offences</p> <p>The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the Local Government Act 1995 as authorised persons and permitted by s.9.16(1) of the Local Government Act 1995 and does not form part of this delegation.</p> <p>Exception: The officer who has issued the infringement notice cannot withdraw the infringement. The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Local Laws</u> Activities in Thoroughfares and Public Places and Trading Local Law 2011 <u>City of Kwinana Policies</u> Street Trees and Verge Treatments Legal Representation for Elected Members and Office-s - Cost Indemnification and Liability</p>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.2 Bee Keeping Local Law 2002
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the <i>Bee Keeping Local Law 2002</i> : c5 Determine form required and such details as maybe required when assessing application for permit. c6(1) Refuse or approve an application for a permit. c7 Impose conditions for the approval of a permit. c7(1)(b)(i) Determine the distance from any thoroughfare, public place or boundary of land. c7(1)(e) Specify how many bee hives are allowed to be kept on land in excess of 20,000m ² in area. c8(1) Vary conditions of a permit once it has been issued. c8(2) Cancel a permit if requested to do so by the permit holder. c12(1) Determine whether a person has contravened a provision of this local law and give a permit holder a written notice requiring that the bees and/or beehives be removed from the land and specify a time by which it must be done. c12(3) Dispose of bees or beehives or both in such a manner as see fits and recover from the permit holder or an owner or an occupier, as the case may be, the costs of doing so as a due debt.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the <i>Bee Keeping Local Law 2002</i> .
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-delegates <i>Appointed by CEO</i>	Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Environmental Health Officer Manager Environment and Health Services Senior Compliance Officer
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<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p><i>Bee Keeping Local Law 2002:</i></p> <p>Note: The clauses listed below may not be listed in strictly numerical order.</p> <p>1. The following clauses are only to be performed by the officers as listed:</p> <p>a) c5 Determine form required and such details as may be required when assessing application for permit.</p> <p>c6(1) Refuse or approve an application for a permit.</p> <p>c7 Impose conditions for the approval of a permit. c7(1)(b)(i) Determine the distance from any thoroughfare, public place or boundary of land. c7(1)(e) Specify how many bee hives are allowed to be kept on land in excess of 20,000m² in area.</p> <p>c8(1) Vary conditions of a permit once it has been issued. c8(2) Cancel a permit if requested to do so by the permit holder.</p> <p>c12(3) Dispose of bees or beehives or both in such a manner as see fits and recover from the permit holder or an owner or an occupier, as the case may be, the costs of doing so as a due debt.</p> <p>Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Manager Environment and Health Services</p> <p>b) c12(1) Determine whether a person has contravened a provision of this local law and give a permit holder a written notice requiring that the bees and/or beehives be removed from the land and specify a time by which it must be done.</p> <p>Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Environmental Health Officer Manager Environment and Health Services Senior Compliance Officer Compliance Officer</p> <p>2. c13(3) Infringement Notices</p> <p>The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the <i>Local Government Act 1995</i> as authorised persons and permitted by s.9.16(1) of the <i>Local Government Act 1995</i> and does not form part of this delegation.</p> <p>Exception:</p> <p>The officer who has issued the infringement notice cannot withdraw the infringement.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
<p>Policy</p>	<p><u>City of Kwinana Local Law</u></p> <p>Bee Keeping Local Law 2002</p> <p><u>City of Kwinana Policies</u></p> <p>Legal Representation for Elected Members and Office-s - Cost Indemnification and Liability</p>
<p>Record keeping</p>	<p>Any exercise of this delegation is to be recorded in the Delegated Authority Register.</p>

Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.3 Bush Fire Brigades Local Law
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the <i>Bush Fire Local Law 2011</i> : c2.2(1)(c) Appointment of Brigade Officers. c2.2(5) Appointment of Brigade Officer to fill vacancy. c3.2 Officers to be supplied with Act, Regulations, Bushfire Operating Procedures, this local law and other written law and any amendments, that may be relevant to the performance of the Brigade Office's function. c3.3 Appointment of Training Coordinator. c3.12 Determine the number of nominees of a bush fire brigade for the Bush Fire Advisory Committee. First Schedule 2.4 Determine form of membership application. 7.6(3) Resolve disagreements between bush fire brigade members.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the <i>Bush Fire Local Law 2011</i> .
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees <i>Bush Fire Local Law 2011:</i> c2.2(2) When considering the appointment of persons to the positions listed in clause 2.2(1)(c), regard must be given to the qualifications and experience which may be required to fill each role.
Sub-delegates <i>Appointed by CEO</i>	Chief Bush Fire Control Officer
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil

Policy	<u>City of Kwinana Local Law</u> Bush Fire Local Law 2011
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.4 Extractive Industries Local Law
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<p><i>Local Government Act 1995:</i></p> <p>s.5.42 Delegation of some powers or duties to the CEO</p> <p>s.5.43 Limitations on delegations to the CEO</p>
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <p>s.3.18(1) Administer Local Laws.</p> <p>The exercise of the following provisions of the Extractive Industries Local Law:</p> <p>c2.2(2) Applicant to advertise proposal determined by the local government. c2.3(1) Determination of the form of application.</p> <p>c2.3(1)(d) Approve a datum point.</p> <p>c2.3(1)(l) Requirement for additional information.</p> <p>c2.3(3) Exemption from providing certain data.</p> <p>c3.1(1) Refuse an application that does not comply with clause 2.3.</p> <p>c3.1(2) Refusal of an application, or approve an application over whole or part of the land and on such terms and conditions as it see fits.</p> <p>c3.1(3)(a) Determination the licence period.</p> <p>c3.1(5) Imposing of conditions in respect to matters.</p> <p>c4.1(2) Determination of application to transfer a licence.</p> <p>c4.2 Cancellation of a licence and advising the licensee in writing.</p> <p>c4.3(2) Waiving requirements for renewal of licence specified in clause 4.3(1)(d) ©(e).</p> <p>c4.3(3) Waiving requirements to submit details of any of the things referred to in clause 2.3 and 3.1.</p> <p>c4.3(4) Determination of an application for renewal of a licence.</p> <p>c5.1 Determination of the security amount and type of security (bond, bank guarantee or other) for restoration and reinstatement of local government assets.</p> <p>c5.2(1)(c) Carry out or cause to be carried out, the required restoration and reinstatement work.</p> <p>c5.2(2) Apply the proceeds of security towards costs of restoration and reinstatement work.</p> <p>c6.1(1) Provide written approval for excavation as ins.6.1.</p> <p>c6.1(2) Determine standard of fencing of an excavation.</p> <p>c6.2(3) Determine drainage of an excavation to prevent accumulation of water.</p> <p>c6.3(1) Approve the removal of trees or shrubs within 40 metres of the boundary of a thoroughfare.</p> <p>c6.4(1) & (2) Approve blasting in the course of excavation.</p>

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Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the Extractive Industries Local Law.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Infrastructure Manager Engineering Services
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<p>Extractive Industries Local Law:</p> <ol style="list-style-type: none"> c2.2(2) Applicant to advertise proposal. Any advertising of a proposal by the local government must be approved by the Chief Executive Officer as required by c2.2(2)(b). c3.1(1) & (2) Refusal or approval of an application. Any determination for a refusal or approval of an application must include a review by the City's lawyer as part of the decision process. c9.1 Prescribed offences. The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the Local Government Act 1995 as authorised persons and permitted by s.9.16(1) of the Local Government Act 1995 and does not form part of this delegation. <p>Exception: The officer who has issued the infringement notice cannot withdraw the infringement. The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Local Law</u> Extractive Industries Local Law</p> <p><u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Cost Indemnification and Liability</p>
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.5 Fencing Local Law 2016
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<p><i>Local Government Act 1995:</i></p> <p>s.5.42 Delegation of some powers or duties to the CEO</p> <p>s.5.43 Limitations on delegations to the CEO</p>
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <p>s.3.18(1) Administer Local Laws.</p> <p>The exercise of the following provisions of the Fencing Local Law:</p> <p>c2.1(4) Grant a consent to any variation to the specifications in Schedules 2, 3 and 4.</p> <p>c2.1(7) Approve a dividing fence or boundary fence exceeding 1800 millimetres in height.</p> <p>c2.2(1) Approve a fence in a front setback of a residential lot greater than 1200 millimetres in height with conditions set out in subclauses 2.2(2) and (3).</p> <p>c2.4 Approve a person to deposit or permit the deposit of, any materials whatsoever used in the construction or maintenance of any fence, on any thoroughfare, public place or local government property.</p> <p>c2.5 Approve a person to erect a fence on a rural lot, or a special rural lot within 7.5 metres of a thoroughfare, of a height exceeding 1500 millimetres.</p> <p>c2.6 Approve a person to erect a fence other than within the front setback area, on a residential lot, of a height exceeding 1800 millimetres.</p> <p>c2.9 Approve a person to erect or maintain a fence across a right-of-way, public access way or thoroughfare.</p> <p>c3.2(2) Give written approval for a person to erect or affix to any fence of a residential or commercial lot, any barbed wire or other material with spiked or jagged projections.</p> <p>c3.3(1) Approve the construction or use of an electric fence, or the construction of a fence constructed wholly or partly of razor wire, on a lot.</p> <p>c4.1(2) Determine the application form under this local Law.</p> <p>c4.1(3) Require an applicant to provide additional information.</p> <p>c4.1(4) Refuse to consider an application for approval which is not in accordance with subclause 4.1(2) and (3).</p> <p>c4.2 Approve or refuse an application or approve subject to conditions.</p> <p>c4.5 Cancellation of an approval.</p> <p>c6.1(1) Give notice in writing to an owner or occupier of a breach of this local law.</p> <p>c6.1(3) Enter a lot to which a notice relates and remedy the breach and may recover the expenses of so doing from the owner or the lot in a court of competent jurisdiction.</p>

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	7.3 Approval of form of notice.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the Fencing Local Law 2016.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Building Surveyor Building Technician City Assist Officer Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Environmental Health Officer Manager Building Services Manager Environment and Health Services Senior Compliance Officer Senior Building Surveyor

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Note: The clauses listed below may not be listed in strictly numerical order.</p> <p>1. The following clauses are only to be performed by the officers as listed:</p> <p>a) c4.1(2) Determine the application form under this local Law.</p> <p>c4.5 Cancellation of an approval.</p> <p>c6.1(3) Enter a lot to which a notice relates and remedy the breach and may recover the expenses of so doing from the owner or the lot in a court of competent jurisdiction.</p> <p>7.3 Approval of form of notice.</p> <p>Director City Development and Sustainability Manager Building Services</p> <p>b) c2.1(4) Grant a consent to any variation to the specifications in Schedules 2, 3 and 4. c2.1(7) Approve a dividing fence or boundary fence exceeding 1800 millimetres in height.</p> <p>c2.2(1) Approve a fence in a front setback of a residential lot greater than 1200 millimetres in height with conditions set out in subclauses 2.2(2) and (3).</p> <p>c2.4 Approve a person to deposit or permit the deposit of, any materials whatsoever used in the construction or maintenance of any fence, on any thoroughfare, public place or local government property.</p> <p>c2.5 Approve a person to erect a fence on a rural lot, or a special rural lot within 7.5 metres of a thoroughfare, of a height exceeding 1500 millimetres.</p> <p>c2.6 Approve a person to erect a fence other than within the front setback area, on a residential lot, of a height exceeding 1800 millimetres.</p> <p>c2.9 Approve a person to erect or maintain a fence across a right-of-way, public access way or thoroughfare.</p> <p>c3.2(2) Give written approval for a person to erect or affix to any fence of a residential or commercial lot, any barbed wire or other material with spiked or jagged projections.</p> <p>c3.3(1) Approve the construction or use of an electric fence, or the construction of a fence constructed wholly or partly of razor wire, on a lot.</p> <p>c4.1(3) Require an applicant to provide additional information.</p> <p>c4.1(4) Refuse to consider an application for approval which is not in accordance with subclause 4.1(2) and (3).</p> <p>c4.2 Approve or refuse an application or approve subject to conditions.</p> <p>Building Surveyor Director City Development and Sustainability Manager Building Services Senior Building Surveyor</p>
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	<p>c) c6.1(1) Give notice in writing to an owner or occupier of a breach of this local law.</p> <p>Building Surveyor Building Technician City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Environmental Health Officer Manager Building Services Manager Engineering Services Manager Environment and Health Services Senior Compliance Officer Compliance Officer Swimming Pool Inspector Senior Building Surveyor</p> <p>2. c7.2(1) Prescribed offences</p> <p>The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the <i>Local Government Act 1995</i> as authorised persons and permitted by s.9.16(1) of the <i>Local Government Act 1995</i> and does not form part of this delegation.</p> <p>Exception:</p> <p>The officer who has issued the infringement notice cannot withdraw the infringement.</p> <p>Reporting Requirements:</p> <p>Any exercise of this delegation is to be recorded in the Delegated Authority Register.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Local Law</u></p> <p>Fencing Local Law 2016</p> <p><u>City of Kwinana Policies</u></p> <p>Legal Representation for Elected Members and Officers - Cost Indemnification and Liability</p>
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.6 Local Government Property Local Law
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<p><i>Local Government Act 1995:</i></p> <p>s.5.42 Delegation of some powers or duties to the CEO</p> <p>s.5.43 Limitations on delegations to the CEO</p>
Express power or duty delegated	<p><i>Local Government Act 1995:</i></p> <p>s.3.18(1) Administer Local Laws.</p> <p>The exercise of the following provisions of the Local Government Property Local Law:</p> <p>c1.5(2)(a) Hire local government property to any person.</p> <p>c1.5(2)(b) Enter into an agreement with any person regarding the use of any local government property.</p> <p>c2.2(1) Give local public notice of intention to make a determination.</p> <p>c2.3 Erect a sign on a local government property giving notice of the effect of a determination which applies to that property.</p> <p>c3.2(2) & (3) Determine the form of an application and information required by the form.</p> <p>c3.2(4) Require an applicant to give local public notice of the application of a permit.</p> <p>c3.2(5) Refuse an application that is not in accordance with c3.2.</p> <p>c3.3 Approve an application for a permit either unconditionally or subject to conditions or refuse an application.</p> <p>c3.4 Approve an application with conditions on a permit.</p> <p>c3.5(2) Impose an application with subject to conditions by reference to a policy.</p> <p>c3.6(2) Vary conditions of a permit.</p> <p>c3.7 Enter into an agreement with the permit holder in respect of the ownership of the materials in the building.</p> <p>c3.10 Refuse or approve the transfer of a permit and impose conditions.</p> <p>c3.12(1) Cancel a permit.</p> <p>c3.13(2) Exempt a person from compliance with the requirements of clause 3.13(1).</p> <p>c3.13(3) Exemption a local government property or a class of local government property from the application of sub-clause 3.13(1)(a).</p> <p>4.7(1) Erect a sign on a local government property specifying any conditions of use which apply to that property.</p> <p>c6.2(2) No authorised entry to a function - exemption a person from being charged a fee for admission to a government property for the purposes of subclause 6.2(1).</p> <p>c6.3 In special circumstances, authorise the repayment of all or part of a payment of fees paid for entry into or participation in an activity in a local government property.</p>

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	<p>c7.2(1) & (2) Determine the manner in which an application for consent must be given and if a fee is to be Paid.</p> <p>c7.2(3) Refuse to consider an application if the application for consent is not made in the manner required by the local government or the required fee is not Paid.</p> <p>c7.2(4) Require an application for consent and either approve or refuse the application in writing.</p> <p>c7.3 Consent to a person landing, using or going on any part of a jetty that is under construction, under repair or closed.</p> <p>c7.5(b) Consent to the embarking or disembarking of passengers for a consecutive period exceeding 2 hours.</p> <p>c7.7 Consent to a person launching a boat from, or over a jetty (other than a boat ramp).</p> <p>c7.8 Consent to a boat coming alongside or be moored or made fast to a jetty for the purposes of loading or discharging cargo or other goods between the hours of 6.00pm and 6.00am on the next day, or for longer than 2 consecutive hours.</p> <p>c7.12 Consent to a person placing or depositing bulk cargo from a vehicle or boat or container, onto a jetty.</p> <p>c9.3 Dispose of lost property. c10.1 Issue of a notice.</p> <p>c10.3 Local government may undertake requirements of notice.</p>
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the Local Government Property Local Law.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<p><i>Local Government Act 1995:</i></p> <p>s.5.44 CEO may delegate some powers and duties to other employees</p>
Sub-delegates <i>Appointed by CEO</i>	<p>Administration and Bookings Officer</p> <p>Aquatic Programs Team Leader</p> <p>Centre Operations Supervisor</p> <p>Centre Service Officer</p> <p>City Assist Officer</p> <p>Collection Development Librarian</p> <p>Community Facilities Bookings Officer</p> <p>Community Programming Team Leader</p> <p>Community Programs Officer</p> <p>Community Resources Centres Manager</p> <p>Coordinator City Assist</p> <p>Creche Supervisor</p> <p>Customer Experience Analyst and Team Leader</p>

	<p>Customer Experience Team Leader</p> <p>Customer Service Officer</p> <p>Director City Development and Sustainability</p> <p>Director City Life</p> <p>Dry Programs Team Leader</p> <p>Duty Officer</p> <p>E-Resources Officer Development</p> <p>Executive Manager Governance and Advocacy</p> <p>Fitness Programs and Member Engagement Team Leader</p> <p>Kwinana Recquatic Manager</p> <p>Library Officer</p> <p>Library Operations Coordinator</p> <p>Library Operations Team Leader</p> <p>Local History Officer</p> <p>Manager Building Services</p> <p>Manager Community Engagement</p> <p>Manager Community Services</p> <p>Manager Engineering Services</p> <p>Manager Environment and Health Services</p> <p>Manager Essential Services</p> <p>Manager Youth Development</p> <p>Recquatic Business Development Specialist</p>
<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Local Government Property Local Law:</p> <p>Note: The clauses listed below may not be listed in strictly numerical order.</p> <p>1. The following clauses are only to be performed by the officers as listed:</p> <p>a) c1.5(2)(a) Hire local government property to any person (not specified in the Schedule of Fees and Charges).</p> <p>Director City Life Executive Manager Governance and Advocacy Manager Community Services Manager Community Engagement Library and Community Resources Centres Manager Manager Youth Development Kwinana Recquatic Manager Business Development Specialist Customer Experience Team Leader Customer Service Officer Programs Team Leader Aquatic Programs Team Leader Fitness Programs and Member Engagement Team Leader Centre Operations Supervisor Duty Officer Customer Experience Analyst and Team Leader Community Facilities Bookings Officer</p>

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	<p>Centre Service Officer Community Programming Team Leader Library Operations Co-ordinator Community Programs Officer Library Operations Team Leader Library Officer Collection Development Librarian Administration and Bookings Officer</p> <p>b) c1.5(2)(b) Enter into an agreement with any person regarding the use of any local government property.</p> <p>c3.7 Enter into an agreement with the permit holder in respect of the ownership of the materials in the building.</p> <p>c3.13(3) Exempt a local government property or a class of local government property from the application of sub-clause 3.13(1)(a).</p> <p>c7.2(2) Require an application for consent made under subclause 7.2(1) to be accompanied by a fee.</p> <p>Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Library and Community Resources Centres Manager Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager Coordinator City Assist City Assist Officer Community Facilities Bookings Officers</p> <p>c) c6.2(2) No authorised entry to a function - exemption a person from being charged a fee for admission to a government property for the purposes of subclause 6.2(1).</p> <p>c6.3 In special circumstances, authorise the repayment of all or part of a payment of fees paid for entry into or participation in an activity in a local government property.</p> <p>Note: For clause 6.3, the delegate is to apply discretion and determine the circumstances, on a case by case basis, in which a refund for 'special circumstances' may be made.</p> <p>Director City Life</p> <p>d) c3.2(2) & (3) Determine the form of an application and information required by the form].</p> <p>Director City Life Executive Manager Governance and Advocacy Library and Community Resources Centres Manager Kwinana Recquatic Manager Business Development Specialist Customer Experience Team Leader Programs Team Leader Vacation Care Team Leader Aquatic Programs Team Leader Fitness Programs and Member Engagement Team Leader</p>
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	<p> Centre Operations Supervisor Duty Officer Customer Experience Analyst and Team Leader Community Facilities Bookings Officer Centre Service Officer Creche Supervisor E-Resources Officer Development Community Programming Team Leader Library Operations Co-ordinator Community Programs Officer Library Operations Team Leader Local History Officer Administration and Bookings Officer </p> <p>e) c3.2(5) Refuse an application that is not in accordance with c3.2.</p> <p>c3.3 Approve an application for a permit either unconditionally or subject to conditions or refuse an application.</p> <p>c3.4 Approve an application with conditions on a permit.</p> <p>c3.6(2) Vary conditions of a permit.</p> <p>c3.10 Refuse or approve the transfer of a permit and impose conditions. c3.12(1) Cancel a permit.</p> <p>Note: In respect to clause 3.10, a transfer may be affected by an endorsement on the permit signed by the Chief Executive Officer as required by sub-clause 3.10(3).</p> <p> Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager Centre Operations Supervisor Library and Community Resources Centres Manager </p> <p>f) c7.2(3) Refuse to consider an application if the application for consent is not made in the manner required by the local government or the required fee is not paid.</p> <p> Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager Library and Community Resources Centres Manager Customer Experience Analyst and Team Leader Community Facilities Bookings Officer Administration Bookings Officer </p> <p>g) c3.5(2) Impose an application with subject to conditions by</p>
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	<p>reference to a policy.</p> <p>c4.7(1) Erect a sign on a local government property specifying and conditions of use which apply to that property.</p> <p>c7.2(4) Require an application for consent and either approve or refuse the application in writing.</p> <p>c10.3 Local government may undertake requirements of notice.</p> <p>Note: In respect to clause 3.10, a transfer may be affected by an endorsement on the permit signed by the Chief Executive Officer as required by sub-clause 3.10(3).</p> <p>Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager Library and Community Resources Centres Manager</p> <p>h) c2.2(1) Give local public notice of intention to make a determination.</p> <p>Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager Customer Experience Team Leader</p> <p>i) c3.2(4) Require an applicant to give local public notice of the application of a permit.</p> <p>c3.13(2) Exempt a person from compliance with the requirements of clause 3.13(1).</p> <p>c7.2(1) Determine the manner in which an application for consent must be given.</p> <p>c10.1 Issue of a notice.</p> <p>Director City Life Director City Development and Sustainability Executive Manager Governance and Advocacy Manager Building Services Manager Community Services Manager Community Engagement Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager Youth Development Kwinana Recquatic Manager</p>
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	<p>j) c7.3 Consent to a person landing, using or going on any part of a jetty that is under construction, under repair or closed.</p> <p>c7.5(b) Consent to the embarking or disembarking of passengers for a consecutive period exceeding 2 hours.</p> <p>c7.7 Consent to a person launching a boat from, or over a jetty (other than a boat ramp).</p> <p>c7.8 Consent to a boat coming alongside or be moored or made fast to a jetty for the purposes of loading or discharging cargo or other goods between the hours of 6.00pm and 6.00am on the next day, or for longer than 2 consecutive hours.</p> <p>c7.12 Consent to a person placing or depositing bulk cargo from a vehicle or boat or container, onto a jetty.</p> <p>City Assist Officer Coordinator City Assist Manager Essential Services</p> <p>k) c9.3 Dispose of lost property.</p> <p>Note: Disposal of lost property must be undertaken in accordance with sections 3.39 and 3.42 of the Local Government Act 1995.</p> <p>Manager Essential Services</p> <p>2. c10.5(3) Prescribed offences.</p> <p>The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the <i>Local Government Act 1995</i> as authorised persons and permitted by s.9.16(1) of the <i>Local Government Act 1995</i> and does not form part of this delegation.</p> <p>Exception:</p> <p>The officer who has issued the infringement notice cannot withdraw the infringement.</p>
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Policy	<u>City of Kwinana Local Law</u> Local Government Property Local Law <u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Costs Indemnification and Liability
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.7 Pest Plants Local Law
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the Pest Plants Local Law: c5 Serve of a notice. c6(a) Destroy, eradicate or control pest plants. c6(b) Recover in court, the amount of the expenses of such destruction, eradication or control.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the Pest Plants Local Law.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Director City Development and Sustainability Senior Environmental Planner
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	The commencement of legal proceedings or initiation of a prosecution will not be undertaken without the express approval of the CEO, or where deemed necessary by the CEO, the approval of Council. Refer to Delegation 1.1.4 and Governance Work Instruction WI54 – Procedure for commencement of legal proceedings. – D16/4719*. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Local Law</u> Pest Plants Local Law <u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Cost Indemnification and Liability
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.

Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	1.3.8 Urban Environment and Nuisance Local Law
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the Urban Environment and Nuisance Local Law: c2.6 Give a notice - reflection or illumination of lighting. c3.1 Notice to remove graffiti. c4.2(2) Serve a notice on an owner or occupier of land requiring compliance of prohibited activities – prevention of dust and liquid waste. c4.2(3) Serve a notice to cease a prohibited activity – prevention of dust and liquid waste. c4.2(4) Serve a notice imposing conditions on a prohibited activity – prevention of dust and liquid waste. 6.1(1) Determine that a lot has an untidy appearance because of refuse, rubbish or disused materials and does not conform with the general appearance of other land in that part of the district. 6.1(2) Give a writing notice to the owner or occupier of a property, requiring the removal of refuse, rubbish or disused materials. 7.1(1) Give a notice to the owner or the occupier of a lot to remove, cut, move or otherwise deal with a plant or tree so as to remove the danger or hazard. 7.1(2) Take any remedial action considered appropriate in order to make a plant or tree safe without having given the owner or occupier notice as required by Part 10 of this local law. 7.2(1) Give a notice to the owner or the occupier of the lot specifying measures to prevent or minimize any danger or hazard due to cyclonic activity. 7.2(2) Take any remedial action considered appropriate to prevent or minimize the danger or hazard due to cyclonic activity without having given the owner or occupier notice as required by Part 10 of this local law. c8.1 Approve, refuse, impose conditions and give written notices for private works on, over or under a public place. c10.2 Local government may undertake requirements of notice.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To take actions to ensure compliance with the provisions of the Urban Environment and Nuisance Local Law.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil

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Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Building Surveyor Building Technician City Assist Officer Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Environmental Health Officer Manager Building Services Manager City Operations Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Compliance Officer Senior Environmental Planner Swimming Pool Inspector Senior Building Surveyor

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Note: The clauses listed below may not be listed in strictly numerical order.</p> <p>1. The following clauses are only to be performed by the officers as listed:</p> <p>a) c2.6 Give a notice - reflection or illumination of lighting.</p> <p>c4.2(2) Serve a notice on an owner or occupier of land requiring compliance of prohibited activities – prevention of dust and liquid waste.</p> <p>c4.2(3) Serve a notice to cease a prohibited activity – prevention of dust and liquid waste.</p> <p>c4.2(4) Serve a notice imposing conditions on a prohibited activity – prevention of dust and liquid waste.</p> <p>Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Environmental Health Officer Manager Environment and Health Services</p> <p>b) c3.1 Notice to remove graffiti.</p> <p>6.1(1) Determine that a lot has an untidy appearance because of refuse, rubbish or disused materials and does not conform with the general appearance of other land in that part of the district.</p> <p>6.1(2) Give a written notice to the owner or occupier of a property, requiring the removal of refuse, rubbish or disused materials.</p> <p>7.1(1) Give a notice to the owner or the occupier of a lot to remove, cut, move or otherwise deal with a plant or tree so as to remove the danger or hazard.</p> <p>Building Surveyor Building Technician City Assist Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Environmental Health Officer Manager Building Services</p>
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	<p>Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager City Operations Senior Compliance Officer Compliance Officer Senior Environmental Planner Senior Building Surveyor</p> <p>c) 7.1(2) Take any remedial action considered appropriate in order to make a plant or tree safe without having given the owner or occupier notice as required by Part 10 of this local law.</p> <p>d) 7.2(1) Give a notice to the owner or the occupier of the lot specifying measures to prevent or minimize any danger or hazard due to cyclonic activity.</p> <p>7.2(2) Take any remedial action considered appropriate to prevent or minimize the danger or hazard due to cyclonic activity without having given the owner or occupier notice as required by Part 10 of this local law.</p> <p>c8.1 Approve, refuse, impose conditions and give written notices for private works on, over or under a public place.</p> <p>c10.2 Local government may undertake requirements of notice.</p> <p>Director City Development and Sustainability Director City Infrastructure Manager Building Services Manager Engineering Services Manager Environment and Health Services Manager Essential Services Manager City Operations</p> <p>2. c10.4 Prescribed offences.</p> <p>The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the Local Government Act 1995 as authorised persons and permitted by s.9.16(1) of the Local Government Act 1995 and does not form part of this delegation.</p> <p>Exception:</p> <p>The officer who has issued the infringement notice cannot withdraw the infringement.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Local Law</u></p> <p>Urban Environment and Nuisance Local Law</p> <p><u>City of Kwinana Policies</u></p> <p>Legal Representation for Elected Members and Officers - Cost Indemnification and Liability</p>
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161

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Last reviewed	June 2022
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Delegation	1.3.9 Parking and Parking Facilities Local Law 2018
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the Parking and Parking Facilities Local Law 2018: c2.1 Erect a sign for the purpose of this local law on any land, building or other structure within the parking region. c2.3 Approve a sign or the removal or defacing of a Sign. c3.3(1)(b) Permit a person to park a vehicle on any part of a parking station contrary to a sign referable to that Part. c4.1(4) Permit a person to park a vehicle in a area designated by a sign stating "Authorised Vehicles Only". c4.10 Authorise a person to drive or park upon or over a portion of a reserve. c4.12(1) Permit a person to park a vehicle on a portion of a thoroughfare or parking facility for longer than the permitted Time. c4.12(2) Prohibit any other vehicle from parking on a portion of a thoroughfare or parking facility to which a permission granted under clause 4.12(1) has been given. c4.13(5) By the way of signs, set aside parking stations for multiple occupants. c5.21 Issue, revoke or suspend a temporary parking permit. c6.1(2) Permit a person to affix an board or sign, placard, notice, cover or other thing to or paint, mark or write upon any ticket machine. c7.2 Issue a permit exempting a holder of a valid permit from the requirements of a prohibition. c7.3 Issue a residential parking permit. c7.4 Approve the issue of one additional residential parking permit or one additional visitor's parking permit on such terms or conditions as the local government sees fit. c7.6 Give to an eligible person a notice requiring that person to notify the local government of any reason why that permit should not be revoked. c7.8 Issue a permit to replace a residential parking permit or visitor's parking permit which is lost, destroyed or stolen. c8.10 At the expiration of hours of operation, lock parking stations.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the Parking and Parking Facilities Local Law 2018.

Delegate	Chief Executive Officer
Council conditions on this delegation	<ol style="list-style-type: none"> 1. The expenses incurred are in respect to an expense for which the person is entitled to be reimbursed, subject to Part 5, Division 8 of the <i>Local Government Act 1995</i>; and 2. The payment request is submitted and authorised in accordance with the City's policies and work procedures.
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Manager Essential Services
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	c9.1(3) Prescribed offences. The giving of infringement notices for the purposes of this local law may be performed by persons appointed by s.9.10(1) of the <i>Local Government Act 1995</i> as authorised persons and permitted by s.9.16(1) of the <i>Local Government Act 1995</i> and does not form part of this delegation. Exception: The officer who has issued the infringement notice cannot withdraw the infringement. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Local Law</u> Parking and Parking Facilities Local Law 2018 <u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Costs Indemnification and Liability
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

2. Building Act 2011 Delegations

2.1. Council to CEO/Employees

Delegation	2.1.1 Building Act 2011 – Powers and duties
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Building Act 2011:</i> s.127 A special permit authority or a local government may delegate any of its powers or duties as a permit authority under another provision of this Act.
Express power or duty delegated	All powers and duties exercised by the Local Government as a permit authority under the <i>Building Act 2011</i> .
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to exercise and discharge all or any of the powers and duties of the Local Government as a permit authority under the <i>Building Act 2011</i> . Inclusive of the appointing of such persons to be an Authorised Persons for performing particular functions under this Act.
Delegate	Chief Executive Officer
Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Building Act 2011:</i> s.127(6A) Delegation: special permit authorities and local governments
Sub-delegates <i>Appointed by CEO</i>	Building Surveyor Senior Building Surveyor Building Surveyor Assistant Compliance Officer Coordinator Building Services Director City Development and Sustainability Manager Building Services Senior Compliance Officer

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>The power delegated is according to the position/qualification held as per the Building Act and Regulations, (for example level one, two etc.) these levels need to be included within the officer's position description. OFFICERS CAN ONLY ISSUE THE FOLLOWING DELEGATIONS AS PER THEIR LEVEL ADDRESSED IN THEIR POSITON DESCRIPTIONS.</p> <p>Manager Building Services</p> <ul style="list-style-type: none"> Level 1 Description of Authority: <ul style="list-style-type: none"> a) Building and Demolition Permit Applications, Certificates of Design Compliance, Certificates of Building Compliance, Building Approval Certificates, Certificates of Construction Compliance, Applications to Amend Permits or Builder Details and Extensions of Time; b) Occupancy Permits, Building Orders and Notices and perform functions of permit authority; and c) Approve (or refuse) permit applications or certificates, orders and notices. <p>Conditions: Unrestricted assessment and certification.</p> <p>Coordinator Building Services Senior Building Surveyor Building Surveyor Level 1</p> <ul style="list-style-type: none"> Description of Authority: <ul style="list-style-type: none"> a) Building and Demolition Permit Applications/Certificates of Design Compliance, Certificates of Building Compliance, Building Approval Certificates, Certificates of Construction Compliance, Applications to Amend Permits or Builders Details and Extensions of time; b) Occupancy Permits, Building Orders and Notices and perform functions of permit authority; and c) Approve permit applications or certificates. <p>Conditions: Unrestricted assessment and certification.</p> <p>Building Surveyor Level 2</p> <ul style="list-style-type: none"> Description of Authority: <ul style="list-style-type: none"> a) Building and Demolition Permit Applications/Certificates of Design Compliance, Certificates of Building Compliance, Building Approval Certificates, Certificates of Construction Compliance, Applications to Amend Permits of Builder Details and Extensions of time; b) Occupancy Permits, and Notices and perform functions of permit authority; and c) Approve permit applications or certificates. <p>Conditions: Restricted to assessing and certifying any type of Class 1 or 10 and Class 2 – 9 that are no higher than three storeys and doesn't exceed 2,000m² in total floor area.</p>
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	<p>Building Surveyor Assistant Building Surveyor Technician</p> <ul style="list-style-type: none"> Description of Authority: <ul style="list-style-type: none"> a) Assess and approve permit applications. <p>Conditions: Restricted to assessing and approving applications for Class 1 or 10 and Class 2 – 9, no higher than 2 storeys and not exceeding 500m² in total floor area, where they have been certified by a suitably qualified Building Surveyor.</p> <p>Manager Building Services Building Surveyor Senior Building Surveyor Swimming Pool Inspector Compliance Officer Senior Compliance Officer Level 1 and 2</p> <ul style="list-style-type: none"> Description of Authority: <ul style="list-style-type: none"> a) Undertake inspections of private swimming pools, spas and enclosures and assessing and certifying compliance with AS 1926.1; and b) Issue certificates of compliance with AS 1926.1. c) Issue inspection certificates <p>Conditions: For the purposes of monitoring whether the provisions of r.50 and 52 of the Building Regulations 2012 are being complied with. The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Policies</u> Legal Representation for Elected Members and Officers - Costs Indemnification and Liability</p>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

3. Bush Fires Act 1954 Delegations

3.1. Council to CEO, Mayor and Bush Fire Control Officer

Delegation	3.3.1 Bush Fires Act 1954 – Functions of a local government
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.48(1) Delegation by Local Government
Express power or duty delegated	<i>Bush Fires Act 1954:</i> s.48(1) Delegation by Local Government
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Perform any of the functions of a local government for the purposes of the <i>Bush Fires Act 1954</i> .
Delegate	Chief Executive Officer
Council conditions on this delegation	<i>Bush Fires Act 1954:</i> s.48(4) Nothing in s.48 is to be read as limiting the ability of a local government to act through its council, members of staff or agents in the normal course of business. This delegation excludes powers and duties that: a) are prescribed in the Act with the requirement for a resolution by the local government; b) are prescribed in the Act for performance by appointed Officers; c) are subject to separate delegated authority within this register; or d) s.33(5a) – making of local laws.
Express power to sub-delegate	<i>Bush Fires Act 1954:</i> s.48(3) No power provided to sub-delegate
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	3.3.2 Bush Fires Act 1954 – Restricted and prohibited burning times
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Bush Fires Act 1954:</i> s.17(10) Delegation by Local Government
Express power or duty delegated	<i>Bush Fires Act 1954:</i> s.17(10) Delegation by Local Government Bush Fires Act 1954: s.17(7)(a) shortening, extending, suspending or re-imposing a period of prohibited burning times s.17(7)(b) impose a further period of prohibited burning times s.17(8) give notice of any variation s.18(5)(a)(i) shortening, extending, suspending or re-imposing a period of restricted burning times; s.18(5)(a)(ii) imposing a further period of restricted burning times s.18(5)(b) vary the prescribed conditions by modifying or suspending all or any of those conditions
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	After consultation with an authorised CALM Act Officer if forest land is situated in the district, vary the prohibited and restricted burning times in respect of that year in the district or a part of the district.
Delegates	Chief Bush Fire Control Officer Mayor
Council conditions on this delegation	Mayor and Chief Bush Fire Control Officer to act jointly. Vary prohibited and restricted burning times in accordance with s.17(7)(b), s.17(8) and s.18(5B), 18(5C) of the <i>Bush Fires Act 1954</i> .
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Policy	<u>City of Kwinana Polices</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

4. Cat Act 2011 Delegations

4.1. Council to CEO / Employees

Delegation	4.4.1 Cat Act 2011 – Administration and enforcement
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Cat Act 2011:</i> s.44(1) Delegation by local government
Express power or duty delegated	<i>Cat Act 2011:</i> s.48(1) Authorised Persons
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to: <ol style="list-style-type: none"> 1. Exercise any of the City's powers or the discharge of any of its duties under the Cat Act 2011. 2. Appoint such persons to be Authorised Persons for performing particular functions under this Act.
Delegate	Chief Executive Officer
Council conditions on this delegation	<i>Cat Act 2011:</i> s.48(2) A person who is not an employee of a local government cannot be appointed to be an authorised person for the purposes of s.62 (Infringement notices)
Express power to sub-delegate	<i>Cat Act 2011:</i> s.45 Delegation by CEO of local government Note: s.45(6) A power or duty under s.63, 64 or 65 cannot be delegated to an authorised person.
Sub-delegates <i>Appointed by CEO</i>	City Assist Officer Compliance Officer Coordinator City Assist Customer Experience Coordinator Senior Customer Relations Officer Director City Development and Sustainability Essential Services Administration Officer Manager Essential Services Senior Compliance Officer

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Delegated to:</p> <p>Manager Essential Services</p> <p>The exercise of any powers or the discharge of any duties for which the local government has responsibility, except for the issue of an infringement notice issued under s.62.</p> <p>Manager Essential Services Coordinator City Assist</p> <p>The exercise of any powers or the discharge of any duties for which the operator of a cat management facility has responsibility.</p> <p>Coordinator City Assist Customer Experience Coordinator</p> <p>s.13(1) Notice to be given of certain decisions made under sections 9 and 10.</p> <p>Coordinator City Assist City Assist Officer Compliance Officer Senior Compliance Officer</p> <p>s.26(1) Cat control notice may be given to cat owner</p> <p>s.32 Notice to be given to cat's owner, if identified.</p> <p>s.34 Dealing with unidentified and unclaimed cats</p> <p>Coordinator City Assist Customer Experience Coordinator Senior Customer Relations Officer City Assist Officer Compliance Officer Senior Compliance Officer Essential Services Administration Officer</p> <p>s.10 Cancellation of registration.</p> <p>s.11(2) Registration numbers, certificates and tags. s.12(4) Correct errors in the register.</p> <p>Conditions and Exceptions:</p> <p><i>Cat Act 2011</i></p> <p><i>Cat Regulations 2012</i></p> <ol style="list-style-type: none"> 1. An Officer who makes a decision to refuse an application under s.9(1) must be satisfied that one or more of the conditions in s.9(2) apply. 2. A notice issued under s.13(1) is to comply with s.13(2). 3. A cat control notice issued under s.26(1) is to comply with the requirements of s.26(2) and r.20. 4. All applications, certificates, warrants, notices, infringement notices, withdrawals and objections must be in the prescribed form. <p>Any proposed entry under warrant under s.56 and s.57 must be referred to the Chief Executive Officer for approval prior to the seeking of the warrant from a justice.</p> <p>The exercise of this delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>

Record keeping	<ol style="list-style-type: none">1. s.47(3) requires that a person to whom a power or duty is delegated is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty;2. Information to be recorded in the local government's cat register is to be in accordance with r.16;3. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and4. Any actions taken or notices issued are to be recorded on the appropriate file or record of the City.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

5. Dog Act 1974 Delegations

5.1. Council to CEO/Employees

Delegation	5.5.1 Dog Act 1976 – Appointment of authorised persons and registration officers
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA(1) Delegation to CEO
Express power or duty delegated	<i>Dog Act 1976:</i> s.29(1) Appointment of authorised persons s.11(1) Appointment of registration officers
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To appoint authorised persons and registration officers.
Delegate	Chief Executive Officer
Council conditions on this delegation	<i>Dog Act 1976</i> s.11(3) A person who is authorised by a local government to exercise any power under this Act shall be furnished with a certificate in the prescribed form evidencing his appointment and shall provide that certificate on being required so to do by a person in respect of any power he exercises, has exercised or is about to exercise. s.29(1) A local government shall, in writing, appoint persons to exercise on behalf of the local government the powers conferred on an authorised person by this Act.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register Authorisation needs to be included in the officer Authorisation documents and in the prescribed form and documented in the City's Record Keeping System.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	5.5.2 Dog Act 1976 – Power or duty of the local government under any provision of the Act
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Dog Act 1976:</i> s.10AA(1) Delegation to CEO
Express power or duty delegated	<i>Dog Act 1976:</i> s.11(1) Staff and Services s. 29(1) Power to seize dogs (appoint authorised persons for purposes under this act)
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Any power or duty of the local government under any provision of this Act.
Delegate	Chief Executive Officer
Council conditions on this delegation	<i>Dog Act 1976:</i> s.10AA(4) A local government's Chief Executive Officer who is exercising or performing a power or duty that has been delegated as authorised under this section, is to be taken to do so in accordance with the terms of the delegation unless the contrary is shown. s.10AA(5) Nothing in this limits the ability of a local government's Chief Executive Officer to perform a function through an officer or agent.
Express power to sub-delegate	<i>Dog Act 1976:</i> s.10(AA)(3) The delegation may expressly authorise the delegate to further delegate the power or duty
Sub-delegates <i>Appointed by CEO</i>	Coordinator City Assist Director City Development and Sustainability Manager Essential Services

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Delegation to:</p> <p>Director City Development and Sustainability Manager Essential Services</p> <p>r.35(4) Withdrawal of infringement notice</p> <p>Manager Essential Services</p> <p>s.16(3) Registration process – refuse an application</p> <p>s.33H Local government may revoke declaration or proposal to destroy.</p> <p>Manager Essential Services Coordinator City Assist</p> <p>s.17A(2) If no application for registration made – Give a written notice.</p> <p>s.17(6) Refusal or cancellation of registration – seize, detain, destroy or dispose of dog. S.33E(1) Individual dog may be declared to be a dangerous dog.</p> <p>Conditions and Exceptions:</p> <ol style="list-style-type: none"> 1. Pursuant to s.16(3), a notification to the owner in accordance with s.16(4) must be provided if a registration is refused, not renewed or cancelled. 2. A notice to the owner in accordance with s.17A(2) must inform the owner of the right under s.17(1) to apply for a review of the decision as required by s.17A(3). 3. If a dog is declared a dangerous dog under s.33E(1), a notice to the owner of the dog must be provided under s.33F declaring the dog to be a dangerous dog. 4. A notification to the owner in accordance with s.33H(3) must be provided to the owner of the dog for a revocation made under s.33H(1). 5. A withdrawal of an infringement under r.35(4) is to be in in the prescribed Form – Form 9 of the Regulations. <p>Any proposed entry under warrant under s.12A(2) must be referred to the Chief Executive Officer for approval prior to the seeking of the warrant from a justice.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Register of Delegation of Authority.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	5.5.3 Dogs Local Law 2010
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Local Government Act 1995:</i> s.3.18(1) Administer Local Laws. The exercise of the following provisions of the Dogs Local Law 2010: c4.2(c) Determine that the applicant or another person who will have charge of the dogs, will reside on the premises or sufficiently close to the premises. c4.3(3)(b) Refuse to determine an application if, in the opinion of the delegate, that the notice of a proposed use of a premises is of a size or in a location that would fail to notify persons of the proposed use of the premises. c4.6 Have regard to matters in determining an application. c4.8(1) Approve an application for a licence subject to conditions contained in Schedule 2 and to other conditions considered appropriate. c4.8(2) Vary any of the conditions contained in Schedule 2. c4.11 Determine the form of a licence. c4.13(1) Vary the conditions of a licence. c4.13(2) Cancel a licence; a) on the request of the licensee; b) following a breach of the Dog Act 1976, its Regulations or this local law; or c) if the licensee is not a fit and proper person. c4.14(1)(a) Determine the form of an application for the transfer of a licence. c4.14(3) Approve, whether or not subject to such conditions as he/she considers appropriate, or refuse to approve an application to transfer a licence. c4.15 Give written notice. c5.2(2)(a) Permit dogs to be exercised in an area being used for sporting or other activities, during the time of use. c6.1(3)(a) Approve the manner in which excrement may be removed. c6.1(3)(b) Provide receptacles on a park, reserve or land, specifically provided for holding dog excrement. c7.7 Ascertain the address at which a notice is to be served.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To perform the functions of the local government for the <i>Dogs Local Law 2010</i> .
Delegate	Chief Executive Officer

Council conditions on this delegation	Nil
Express power to sub-delegate	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
Sub-delegates <i>Appointed by CEO</i>	Manager Essential Services
CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i>	<i>Dog Act 1976:</i> The local government cannot approve an application for a licence where, in accordance with clause 4.7; 1. an approved kennel establishment cannot be permitted by the local government on the premises under a town planning scheme; or in respect to clause 4.2(c), an applicant for a licence or another person who will have charge of the dogs will not reside on the premises or, in the opinion of the local government, sufficiently close to the premises so as to control the dogs and to ensure their health and welfare, or 2. where the provisions of the Town Planning Scheme prevent such an application being approved. The exercise of the delegated power does not include the power of delegation.
Policy	<u>City of Kwinana Local Laws</u> <i>Dogs Local Law 2010</i> <u>City of Kwinana Policies</u> Application to keep Additional Dogs on Premises Legal Representation for Elected Members and Office-s - Cost Indemnification and Liability
Record keeping	Any exercise of this delegation to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

6. Firearms Act 1973 Delegations

6.1. Council to CEO

Delegation	6.6.18 Firearms Act 1973
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	<i>Firearms Act 1973:</i> s.9A(4) Duration and renewal of licence s.16(2)(a) Authorisation of employees s.30A Sale and disposal of firearms s.30B Loss, theft, destruction, or disposal out of State to be reported s.31(2) Records <i>Firearms Regulations 1974:</i> r.11A Storage security requirements
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to: <ul style="list-style-type: none"> Exercise any of the City's powers or the discharge of any of its duties under the <i>Firearms Act 1973</i>. Appoint such persons to apply to the Western Australian Police Force – Licensing Enforcement Division to be authorised to possess, carry or use a firearm in accordance with the licence and for performing particular functions under this Act.
Delegate	Chief Executive Officer
Council conditions on this delegation	Firearms Act 1973 This delegation is subject to: <ol style="list-style-type: none"> Annual renewal of the corporate firearm licence as permitted by s.16(1)(c). Authorisation of employees to possess, carry or use a firearm in accordance with the licence. Authorisation only to be given to persons employed by the City and approved by the Chief Executive Officer. Firearms Regulations 1974 <ol style="list-style-type: none"> Ensure that firearms and ammunition are stored in accordance with r.11A. Only officers that have been approved by the Western Australian Police Force – Licensing Enforcement Division can be appointed as an authorised officer under the <i>Firearms Act 1973</i> .
Express power to sub-delegate	This Authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register

Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

7. Food Act 2008 Delegations

7.1. Council to CEO/Employees

Delegation	7.7.1 Food Act 2008 – Appointment of Officers
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118(2)(b) Local Government (Enforcement Agency)
Express power or duty delegated	<i>Food Act 2008:</i> s.122(1)(a) & (b) Appointment of Authorised Officers s.126 (13) Infringements - Appointment of Designated Officers Function
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To appoint such persons to be Authorised Officers for the purposes of this Act. To appoint officers to be Designated Officers for the purposes of this Act for either issuing infringements or extending, withdrawing or accepting payment for infringements.
Delegate	Chief Executive Officer
Council conditions on this delegation	A certificate of authority must be issued to Authorised Officers in accordance with s.123 of the <i>Food Act 2008</i> . In accordance with s.126 of the <i>Food Act 2008</i> Infringement Notices. The Local Government can designate authorised officers to be designated officers for the purposes of s.126 of the <i>Food Act 2008</i> subsection (2), (3), (6) or (7) or for the purposes of 2 or more of those subsections, but a person who is a designated officer for the purposes of giving infringement notices under subsection (2) is not eligible to be a designated officer for the purposes of any of the other subsections.
Express power to sub-delegate	<i>Food Act 2008:</i> s.118(2)(b) Functions of enforcement agencies and delegation
Policy	<u>City of Kwinana Policies</u>
Record keeping	1) Each enforcement agency must prepare and maintain a list of authorised officers appointed by the agency in accordance with s.122(3) of the <i>Food Act 2008</i> ; 2) Any exercise of this delegation is to be recorded in the Delegated Authority Register; and 3) Save a copy of the signed authorisation in the City's Record Keeping System
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	7.7.2 Food Act 2008 – Functions of enforcement agency
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Food Act 2008:</i> s.118(2)(b) <i>Functions of enforcement agencies and delegation</i>
Express power or duty delegated	<i>Food Act 2008:</i> s.65(1) Prohibition orders s.66 Certificate of clearance to be given in certain circumstances s.67(4) Request for re-inspection s.110 Registration of food businesses s.112 Variation of conditions or cancellation of registration of food businesses s.125 Institution of proceedings
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Serve a Prohibition Order on the proprietor of a food business in accordance with s.65 of the <i>Food Act 2008</i>. 2. Give a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices in accordance with s.66 of the <i>Food Act 2008</i>. 3. Give written notice to the proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a certificate of clearance after an inspection in accordance with s.67 of the <i>Food Act 2008</i>. 4. Grant, apply conditions, refuse, vary or cancel registration of a food business in accordance with s.110 and s.112 of the <i>Food Act 2008</i>. 5. Institute proceedings for an offence under the <i>Food Act 2008</i> in accordance with s.125 of the <i>Food Act 2008</i>.
Delegates	Chief Executive Officer Coordinator Environment and Waste Coordinator Environmental Health Environmental Health Officer

Council conditions on this delegation	<p>Delegation to:</p> <p>Chief Executive Officer</p> <ul style="list-style-type: none"> Institute proceedings for an offence under the <i>Food Act 2008</i> in accordance with s.125 of the <i>Food Act 2008</i>. <p>Coordinator Environmental Health</p> <p>Coordinator Environment and Waste</p> <ul style="list-style-type: none"> Serve a Prohibition Order on the proprietor of a food business in accordance with s.65 of the <i>Food Act 2008</i>. Give a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices in accordance with s.66 of the <i>Food Act 2008</i>. Give written notice to the proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a Certificate of Clearance after an inspection in accordance with s.67 of the <i>Food Act 2008</i>. Grant, apply conditions, refuse, vary or cancel registration of a food business in accordance with s.110 and s.112 of the <i>Food Act 2008</i>. <p>Coordinator Environmental Health</p> <ul style="list-style-type: none"> Give a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices in accordance with s.66 of the <i>Food Act 2008</i>. Give written notice to the proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a certificate of clearance after an inspection in accordance with s.67 of the <i>Food Act 2008</i>. Grant, apply conditions, refuse, vary or cancel registration of a food business in accordance with s.110 and s.112 of the <i>Food Act 2008</i>. <p>Environmental Health Officer</p> <ul style="list-style-type: none"> Grant and apply conditions for registration of low risk food businesses, in accordance with s.110 and s.112 of the <i>Food Act 2008</i>. The risk category is determined using the modified WA Risk Profiling tool (Food Business Risk Classification Form D10/3370 [v#]). <p>Conditions and Exceptions:</p> <ul style="list-style-type: none"> In accordance with the requirements of the sections under which the function is to be performed. Any proceedings of an offence must be reported in accordance with s.121(2) of the <i>Food Act 2008</i>. <p>In accordance with s.118(3)(b), this delegation is subject to relevant Department of Health CEO Guidelines, as amended from time to time.</p>
	<p>Express power to sub-delegate</p> <p><i>Food Act 2008:</i> s.118(4) Sub-delegation only permissible if expressly provided in Regulations.</p>
	<p>Policy</p> <p><u>City of Kwinana Policies</u></p>

Record keeping	<i>Food Act 2008:</i> <ol style="list-style-type: none">1. s.121 Reports by and about enforcement agencies<ol style="list-style-type: none">i. An enforcement agency (other than the CEO) must report to the CEO, at the intervals that the CEO requires, on the performance of functions under this Act by persons employed or engaged by the agency.ii. In addition to any report required under subsection (1), an enforcement agency must forward to the CEO details of any proceedings for an offence under this Act taken by an officer of the agency within one month after the proceedings have been finally dealt with.2. Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

8. Graffiti Vandalism Act 2016 Delegations

8.1. Council to CEO/Employees

Delegation	8.1.1 Graffiti Vandalism Act 2016 – Administration and Enforcement
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Graffiti Vandalism Act 2016:</i> s.16 Delegation by local government
Express power or duty delegated	<i>Graffiti Vandalism Act 2016:</i> Part 3 Powers of local government
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to exercise any of the City's powers or the discharge of any of its duties under the <i>Graffiti Vandalism Act 2016</i> .
Delegate	Chief Executive Officer
Council conditions on this delegation	Must be in accordance with the Graffiti and Vandalism Policy
Express power to sub-delegate	<i>Graffiti Vandalism Act 2016:</i> s.17 Delegation by CEO of local government
Sub-delegates <i>Appointed by CEO</i>	City Assist Officer Compliance Officer Coordinator City Assist Coordinator Environment and Waste Coordinator Environmental Health Director City Development and Sustainability Director City Infrastructure Environmental Health Officer Manager City Operations Manager Engineering Services Manager Environment and Health Services Manager Essential Services Senior Compliance Officer

<p>CEO conditions on this sub-delegation <i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>Delegated to:</p> <p>Manager Engineering Services Manager Essential Services Manager Environment and Health Services Manager City Operation Coordinator Environment and Waste Coordinator Environmental Health Coordinator City Assist City Assist Officer Environmental Health Officer Senior Compliance Officer Compliance Officer</p> <ul style="list-style-type: none"> • s.18 Notice requiring removal of graffiti <p>Director City Development and Sustainability Director City Infrastructure Manager Engineering Services Manager Essential Services Manager Environment and Health Services Manager City Operation</p> <ul style="list-style-type: none"> • s.19 Additional powers when notice is given • s.25 Local government graffiti powers on land not local government property • s.28 Notice of entry <p>Director City Development and Sustainability Director City Infrastructure</p> <ul style="list-style-type: none"> • s.24 Suspension of effect of notice <p>Conditions and Exceptions:</p> <p>Reference should be made to Councils Policy – Graffiti Management prior to any action being taken in regard to the removal of graffiti on land that is not local government property.</p> <p><i>Graffiti Vandalism Act 2016:</i></p> <p>s.21 Advice of objection and review rights</p> <p>Whenever a notice is given under s.18, the person giving it is to ensure that, as soon as practicable after the notice is given, the affected person is given written reasons for being given the notice and is informed of the person's rights under this Division to object against, and apply for a review of, the decision to give the notice.</p> <p>s.20 Affected person</p> <p>If the person to whom a local government gives a notice under s.18 is not the owner of the property to which the notice relates, the owner is also an affected person, and a reference in this Division to the affected person includes both the owner and the person to whom the notice was given.</p> <p>s.24 Suspension of effect of notice</p> <p>Any objection to a notice must be dealt with by the local government as if it were an objection to a decision of the local government under the Local Government Act 1995 Part 9 and section 9.6 of that Act applies when dealing with that objection.</p> <p>The exercise of the delegated power does not include the power of delegation.</p>
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Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

9. Litter Act 1979 Delegations

9.1. Council to CEO/Employees

Delegation	9.1.1 Litter Act 1979 – Appointment of persons authorised to withdraw infringement notices
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Litter Act 1979:</i> s.30(4a) Appointed Person
Express power or duty delegated	<i>Litter Act 1979:</i> s.30(4) Withdrawal of infringement notice
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To approve the withdrawal of infringement notices issued under the <i>Litter Act 1979</i> .
Delegates	Chief Executive Officer Director City Development and Sustainability Manager Essential Services
Council conditions on this delegation	<i>Litter Act 1979:</i> s.30(4a) Withdrawal notice sent under s.30(4) shall be signed by a person appointed in writing to withdraw infringement notices.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

10. Public Health Act 2016 Delegations

10.1. Council to CEO/Employees

Delegation	10.1.1 Public Health Act 2016 and the Health (Miscellaneous Provisions) Act 1911 – Power or duty of the local government (enforcement agency) under any provision of these Acts
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Public Health Act 2016:</i> s.21(1)(c) Enforcement agency may delegate Health (Miscellaneous Provisions) Act 1911 s.26 Powers of Local Government s17(1) A local government may appoint one or more persons as Environmental Health Officers
Express power or duty delegated	All powers exercisable by the Local Government under: (a) <i>Public Health Act 2016</i> ; (b) <i>Health (Miscellaneous Provisions) Act 1911</i> ; and (c) City of Kwinana Health Local Laws.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To appoint an authorised person as an Environmental Health Officer in accordance with s17(1) of the <i>Public Health Act 2016</i> . To authorise the Coordinator Environmental Health and Coordinator Environment and Waste to exercise and discharge all or any of the powers and functions of the local government (enforcement agency).
Delegates	Chief Executive Officer Coordinator Environment and Waste Coordinator Environmental Health
Council conditions on this delegation	Chief Executive Officer Authorised to appoint Environmental Health Officers Coordinator Environment and Waste Coordinator Environmental Health 1. <i>Public Health Act 2016</i> s.20. Conditions on performance of functions by enforcement agencies a) The Chief Health Officer, after consultation with another enforcement agency, may, in writing, impose conditions or restrictions on the performance of functions under this Act by the enforcement agency. b) The performance by an enforcement agency of functions under this Act is subject to any conditions or restrictions imposed under subsection (1). 2. Not to expend funds for the carrying out of works in default of a notice served under this Act without separate budget approval by Council. Environmental Health Officer • By Law 29A(3) of City of Kwinana Health Local Law relating to keeping of poultry – grant, cancel and refuse registration

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	<ul style="list-style-type: none"> • By Law 29(3) of City of Kwinana Health Local Law relating to keeping of pigeons – grant, cancel and refuse registration. • Clause 6(b) of the City of Kwinana <i>Health (Keeping of Horse and Equine Premises) Local Laws 1997</i> – grant, renew, vary or transfer the registration limiting the number of horses to be kept and imposing conditions for keeping of a horse or horses on the premises. • Regulation 10(2) of the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974 – grant a permit to use the apparatus
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Policy	City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	10.1.2 Authority to Appoint Approved and Authorised Officers for the Purposes of the Criminal Procedure Act 2004
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Health (Miscellaneous Provisions) Act 1911:</i> s.26 A local government may appoint and authorise any person to exercise and discharge its powers and functions Health (Asbestos) Regulations 1992. r.15D(7) A local government may delegate a power or duty under this regulation to the chief executive officer of the local government.
Express power or duty delegated	<i>Health (Asbestos) Regulations 1992:</i> Regulation 15D(5) A local government may appoint persons or classes of persons to be authorised or approved officers for the purposes of the Criminal Procedure Act 2004 Part 2.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to appoint authorised and approved officers for the purposes of issuing and dealing with infringements under the Criminal Procedure Act 2004 Part 2 s.6 in accordance with the requirements of the Regulations.
Delegate	Chief Executive Officer
Council conditions on this delegation	Subject to each person so appointed being issued with a certificate or identity card identifying the officer as a person authorised to issue infringement notices [r.15D(6)].
Express power to sub-delegate	Nil. This authority is not to be sub-delegated
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

11. Planning and Development Act 2005 Delegations

11.1. Council to CEO

Delegation	11.1.1 Determine development application on or abutting land reserved in the Metropolitan Region Scheme for regional road
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Planning and Development Act 2005:</i> s.16 Delegation by Commission WAPC resolved on 24 May 2017 (Instrument of Delegation 2017/02)
Express power or duty delegated	<i>Planning and Development Act 2005:</i> s.16 Delegation by Commission WAPC resolved on 24 May 2017 (Instrument of Delegation 2017/02)
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Determine applications for developments on or abutting land that are reserved in the Metropolitan Region Scheme for the purpose of a regional road.
Delegate	Chief Executive Officer Director City Development and Sustainability
Council conditions on this delegation	This delegation is subject to the amendments contained in Government Gazette on 18 December 2018 No. PL402
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	City of Kwinana Policies
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Delegation	11.1.2 Subdivision and development control
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Planning and Development (Local Planning Schemes) Regulations 2015: Schedule 2 – Part 10 - Clause 82(1)</i> Delegations by local government
Express power or duty delegated	Town of Kwinana Town Planning Scheme No. 2 Town of Kwinana Town Planning Scheme No. 3 <i>Planning and Development Act 2005</i> <i>Part 7 Planning Control Areas</i> <i>Part 8 Improvement Plans and Schemes</i> <i>Part 13 Enforcement and Legal Proceedings</i>
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ol style="list-style-type: none"> 1. Determine applications for Planning Approval in regards to development including change of use and variations to development standards; 2. Make objections or recommendations in respect of Subdivision Applications to the West Australian Planning Commission, including recommendations for the imposition of subdivision conditions; 3. Make recommendations for approval or refusal of development within Planning Control Areas; 4. Determine applications for variations to previously approved Planning Applications; 5. Give a written direction in accordance with s.214 of the <i>Planning and Development Act 2005</i> to the owner or any other person undertaking a development. 6. Determine applications for land within the Rural Water Resource Zone; 7. Determine applications for a "Use Not Specified" under the Local Planning Scheme; and 8. Determine applications to adopt Local Development Plans.
Delegate	Chief Executive Officer

<p>Council conditions on this delegation</p>	<p>Conditions:</p> <ol style="list-style-type: none"> 1. The authority is only to be exercised for those uses or other applications specified in: Table 1 - Use Classes; and Table 1A Use Classes for Other Applications. 2. May determine variations to Planning Applications including Planning Applications previously approved by resolution of Council, that are of a minor nature and if amended, would not substantially change the development approved and for which no objection has been received during advertising (if applicable). 3. Prosecutions: The authority to proceed with any prosecution under the <i>Planning and Development Act 2005</i> must be approved by the Chief Executive Officer prior to commencement. <p>Exceptions:</p> <p>Excluding variations to Planning Applications as stated in condition (2) above, this delegation does not include the following:</p> <ul style="list-style-type: none"> • The acceptance of mediated outcomes or determinations of s.31 reconsiderations for appeals lodged with the State Administrative Tribunal. • Local Planning Policies including amendments. • Major development within the Town Centre. • Determining applications in relation to a 'Use Not Specified', when five submissions or more have been received by the City raising substantiated objections. • Determining applications for land within the Rural Water Resource Zone, when five submissions or more have been received by the City raising substantiated objections and/or the application is intended to be refused. • Determining a Local Development Plan when an Elected Member has requested the matter be considered by Council (see Record Keeping for guidance).
<p>Express power to sub-delegate</p>	<p><i>Local Government Act 1995</i> <i>Planning and Development (Local Planning Schemes Regulations) 2015</i>, Schedule 2 r.83: r.83 Local Government CEO may delegate powers</p>
<p>Sub-delegates <i>Appointed by CEO</i></p>	<p>Coordinator Statutory Planning Director City Development and Sustainability Manager Planning and Development Senior Statutory Planning Officer</p>

<p>CEO conditions on this sub-delegation Conditions on the original delegation also apply to the sub-delegations.</p>	<ol style="list-style-type: none"> 1. The authority is only to be exercised for those uses or other applications specified in: Table 1 - Use Classes; and Table 1A Use Classes for Other Applications. May determine variations to Planning Applications including Planning Applications previously approved by resolution of Council, that are of a minor nature and if amended, would not substantially change the development approved and for which no objection has been received during advertising (if applicable). Any variation to a planning approval for which a prior resolution by Council applies, must be preceded by a memo to Council prior to any determination being made. 2. Prosecutions The authority to proceed with any prosecution under the <i>Planning and Development Act 2005</i> must be approved by the Chief Executive Officer prior to commencement. 3. In relation to the exercise of delegation under the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>, Schedule 2: <ul style="list-style-type: none"> • Part 4 – Clause 18; • Part 5 – Clause 34; and • Part 6 – Clause 50. 4. Item 7. Determine applications for a "Use Not Specified" under the Local Planning Scheme is only delegated to the CEO and is NOT sub-delegated to officers. 5. When determining a Local Development Plan, - Elected Members are to be consulted in the form of a memo. This request must be made in writing to the Director City Development and Sustainability within 3 business days of the memo being issued and must be approved by the Mayor. Once the request is approved by the Mayor, the Local Development Plan will be reported to Council for determination at the next available Ordinary Council Meeting. <p>Council must be notified of the advertising of the application in the form of a memorandum prior to the commencement of advertising.</p> <p>Exceptions: Excluding variations to Planning Applications as stated in condition (2) above, this delegation does not include the following:</p> <ul style="list-style-type: none"> • The acceptance of mediated outcomes or determinations of s.31 reconsiderations for appeals lodged with the State Administrative Tribunal. • Local Planning Policies including amendments.
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	<ul style="list-style-type: none"> Major development within the Town Centre. Determining applications in relation to a 'Use Not Specified', when five submissions have been received by the City raising substantiated objections. Determining applications for land within the Rural Water Resource Zone, when five submissions have been received by the City raising substantiated objections and/or the application is intended to be refused. Determining a Local Development Plan when an Elected Member has requested the matter be considered by Council (see Record Keeping for guidance). <p>The exercise of the delegated power does not include the power of delegation.</p>
Policy	<p><u>City of Kwinana Policies</u></p> <p>Advertising 'SA' and City Planning Scheme Amendment Ancillary Accommodation</p> <p>Compliance with Conditions of Planning Approval Design Guidelines for Medium Density Development, Development within Cockburn Sound Catchment Development within Special Rural Zones Development within the Industrial Zones Development within the Special Residential Zones</p> <p>Latitude 32 Redevelopment Area Development Control Referral for Proposals to Adjoining Local Authorities</p> <p>Referral of Various Development Application to WA Planning Commission and Dept of Environment, Water and Catchment Protection</p> <p>Residential Development</p> <p>Standard Conditions for Subdivisions Standard Conditions for Planning Approval Strata Titles</p> <p>Telecommunications Installation</p> <p>Special Residential and Special Rural Zone Street Naming</p>
Record keeping	<ol style="list-style-type: none"> Any exercise of this delegation is to be recorded in the Delegated Authority Register; and In relation to condition (2) above, any variation to a planning approval for which a prior resolution by Council applies, must be preceded by a memo to Council prior to any determination being made.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Table 1. – Use classes

Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural	Rural	Special Residential	Special Rural	Special use	Town Centre	Comments
Aged/Dependent Persons Dwelling	D	D					D					D	
Ancillary Accommodation	D						D		D	D		D	Provided Compliance With LPP 3.3.30
Amenity Building	D	D	D	D	D	D	D	D				D	
Amusement Centre		D	D	D			D					D	
Aqua Culture							D						
Boat Sales			D	D	D	D							
Boatel					D	D							
Bus Station					D								
Car Park	D	D	D		D	D	D	D				D	
Caravan park						D	D	D					
Caretakers House/Flat	D	D	D	D	D	D	D	D					Where Incidental to Existing Use
Chicken farm							D						
Child Care Centre	D	D										D	
Civic Building		D	D	D		D						D	
Club		D	D									D	
Commercial Hall		D	D	D								D	
Consultation Rooms		D	D			D						D	
Dog Kennels						D	D						
Drive-in Takeaway Food Shop		D				D						D	
Drive-In Theatre						D						D	
Dry Cleaning Premises		D	D	D		D							
Eating House	D	D	D		D	D						D	Where no objection received during advertising

Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town Centre	Comments
Educational Establishment	D	D			D	D	D					D	
Equestrian uses							D			D			Provided No Clearing of vegetation is required Outside Building Envelopes and consistent with scheme TPS 2
Extractive Industry					D	D	D	D					
Factory Units				D	D	D							
Family Day Care Centre	D	D	D		D	D	D	D				D	
Fish Shop		D	D									D	
Forestry (selective)							D	D					
Fuel Depot			D		D	D		D					
Funeral parlour		D	D	D	D	D	D					D	
General Industry					D			D					
Grouped Dwelling	D	D											
Hazardous Industry					D								Where no objection received during advertising
Health Centre		D	D		D	D							
Health Studio	D	D	D		D	D						D	
Holiday Accommodation				D		D	D						
Home Occupation	D	D					D		D	D		D	

Hospital	D	D	D	D		D	D	D				D	Where no objection received during advertising
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Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town Centre	Comments
Hotel		D		D								D	Where no objection received during advertising
Intensive Agriculture							D						
Laundry (Industrial)			D	D	D	D							
Laundrette		D	D	D		D						D	
Licensed Restaurant	D	D	D			D						D	Where no objection received during advertising
Light Industry					D	D		D					
Liquor Sore		D	D	D								D	
Local Shop	D	D	D	D	D	D	D					D	Where no objection received during advertising
Lodging House	D	D				D						D	
Marina					D	D							
Medical Clinic	D	D	D	D		D	D					D	Where no objection received during advertising
Motel	D	D	D	D									Where no objection received during advertising
Motor Racing Track			D		D		D						
Motor Repair Station		D	D		D	D						D	
Multiple Dwelling	D	D										D	
Museum	D	D	D									D	

Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town Centre	Comments
Non-residential Health Centre	D	D	D	D	D	D						D	Where no objection received during advertising
Noxious Industry					D								Where no objection received during advertising
Office		D	D	D	D	D						D	
Open Air Display		D	D	D	D	D						D	
Open Air Storage Yard				D	D	D							
Petrol Filling Station		D	D	D	D	D		D				D	
Piggery					D		D						Where no objection received during advertising
Private Hotel		D	D	D								D	
Private Recreation		D	D	D		D	D					D	
Private Utility	D	D	D	D	D	D	D	D				D	
Professional Office		D	D	D								D	
Public Amusement	D	D	D	D			D	D				D	Where no objection received during advertising
Public Assembly – Place of	D	D	D	D	D	D	D					D	Where no objection received during advertising

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Public Recreation	D	D	D	D	D	D	D	D				D	
Public Utility	D	D	D	D	D	D	D	D	D	D	D	D	

Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town Centre	Comments
Public Worship	D	D	D	D	D	D	D	D				D	Where no objection received during advertising
Recreation facilities	D	D	D	D	D	D	D	D				D	
Residential Building	D						D		D	D		D	
Restricted Premises		D	D	D		D						D	Where no objection received during advertising
Retail Plant Nurseries		D	D	D		D	D						Where no objection received during advertising
Rural Industry					D	D	D	D					
Rural Produce Stall							D						
Service Industry		D	D	D	D	D						D	Where no objection received during advertising
Service Station		D	D	D	D	D						D	
Shop		D		D								D	
Showroom,		D	D	D	D	D						D	
Single House	D	D	D		D	D	D		D	D	D	D	
Stables							D	D		D			
Tailing Ponds								D					
Tavern		D	D	D								D	
Telecommunication Infrastructure	D	D	D	D	D	D	D	D				D	Where no objection received during

													advertising
Trade Display		D	D	D	D	D							D

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Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town centre	Comments
Transport Depot				D	D	D		D					
Vehicles Sales		D	D	D		D						D	
Vehicle Wreckers					D	D							
Veterinary Clinic	D	D	D	D	D	D	D					D	Where no objection received during advertising
Veterinary Hospital			D	D	D	D	D					D	
Warehouse		D	D	D	D	D						D	

Table 1A - Use classes for other applications

Use Class	Residential	Commercial	Service Commercial	Mixed Business 1	General Industry	Light Industry	Rural A	Rural B	Special Residential	Special Rural	Special use	Town centre	Comments
Other Applications													
Amalgamation	D	D	D	D	D	D	D	D	D	D	D	D	
Antennae (attached to building <5m height)	D	D	D	D	D	D	D	D	D	D	D	D	
Building Envelope Variations	D	D	D	D	D	D	D	D	D	D	D	D	In accordance with TPS No. 2
Satellite Dishes	D	D	D		D	D	D	D	D	D	D	D	In accordance with TPS No.2
Second Storey Addition	D						D		D	D			
Setback Variation		D	D		D	D						D	
Signs	D	D	D	D	D	D	D	D	D	D		D	Provided compliance with Local Law
Subdivision (Freehold/Strata)	D	D	D	D	D	D	D	D	D	D		D	
Vegetation removal (Diseased or Dangerous)							D		D	D			
Verandahs (within road reserves)		D										D	

Delegation	11.1.3 Determine applications pursuant to the requirements of Local Planning Policy (LPP) No 5 – Development Contribution towards Public Art
Delegator <i>Power/Duty assigned in legislation to:</i>	Council
Express power to delegate <i>Power that enables a delegation to be made</i>	<i>Planning and Development (Local Planning Scheme) Regulations 2015:</i> r.82 Delegations by local government
Express power or duty delegated	<i>Planning and Development (Local Planning Scheme) Regulations 2015:</i> r.3. Local planning policies (5) In making a determination under this Scheme the local government must have regard to each relevant local planning policy to the extent that the policy is consistent with this Scheme.
Function <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authorised to determine applications pursuant to the requirements of Local Planning Policy (LPP) No 5 – Development Contribution towards Public Art.
Delegate	Chief Executive Officer
Council conditions on this delegation	In accordance with Local Planning Policy (LPP) No 5 - Development Contribution Towards Public Art including consideration of the recommendation of the Review Panel.
Express power to sub-delegate	Nil. This authority is not to be sub-delegated.
Policy	<u>City of Kwinana Policies</u>
Record keeping	Any exercise of this delegation is to be recorded in the Delegated Authority Register.
Date adopted	22 June 2022
Adoption references	161
Last reviewed	June 2022

Amendment	Adoption Reference	CEO Signature
Yearly Review	Ordinary Council Meeting, 22 June 2022 #161	

18.4 PROPOSED DISPOSITION BY WAY OF LEASE - COUNSEL ROOM 2 AND OFFICES 4-7 WITHIN "ZONE YOUTH CENTRE" LOT 109 (7) SKERNE ST KWINANA - THERAPY FOCUS

SUMMARY

Therapy Focus is a provider of disability services, specialising in individualised therapy. They employ more than 280 therapists across the Perth area.

Therapy Focus have leased offices 4 to 7 within the City's Zone Youth Centre since 2016. Since 2021, they have also occupied Counsel Room 2. The City has been requested to enter a new lease, with the current lease scheduled to expire August 2022. Therapy Focus seek to include Counsel Room 2 within the agreement.

Council approval is sought for the City to negotiate and enter into a new short-term lease agreement with Therapy Focus for an initial term of 1 year with a further 2 options to extend for 1 year, whilst the City assesses appropriate long-term use of the space.

OFFICER RECOMMENDATION

That Council authorise the Chief Executive Officer to:

- 1. Give local public notice of the proposed disposition of Counsel Room 2 & offices 4 to 7 within the Zone Youth Centre located at 7 Skerne Way, Kwinana.**
- 2. Advertise the proposed rent of \$18,000 per annum as detailed in the valuation provided by McGee's Property on 10 June 2022.**
- 3. Subject to no objections received, authorise the Chief Executive Officer to negotiate and execute a lease agreement between the City of Kwinana and Therapy Focus in relation to Counsel Room 2 & offices 4 to 7 within the Zone Youth Centre.**

VOTING REQUIREMENT

Absolute Majority.

DISCUSSION

Therapy Focus is a not-for-profit organisation that delivers services to more than 2,000 children and adults with a range of disabilities under the WA Government Disability Services Commission and are a registered provider for the National Disability Insurance Scheme.

The City has been approached by Therapy Focus requesting a new lease arrangement over their existing office space within the Zone Youth Centre. Their original lease commenced 25 August 2016 and only extends to offices 4-7. However, any new lease will also incorporate Counsel Room 2 which has been utilised by the service since January 2021.

A market rental valuation has been carried out on the premises by McGee Property and was received on 10 June 2022. The market rental value, as detailed in the confidential attachment, has been determined to be \$18,000 (excluding GST and outgoings).

The City proposes an initial lease duration of only 1 year, with 2 further options to extend by a further year. This will allow the City time to assess the most appropriate long-term use of the space going forward.

STRATEGIC IMPLICATIONS

There are no strategic implications as a result of this proposal.

SOCIAL IMPLICATIONS

This proposal will support the achievement of the following social outcome/s, objective/s and strategic priorities detailed in the Social Strategy.

Social Strategy			
Social Outcome	Objective	Strategic Priority	How does this proposal achieve the social outcomes, objectives and strategic priorities?
5 – Caring and Supported	5.0 – Challenges to wellbeing are supported by a caring community	5.1 – Engage with at-risk community members proactively and connect them to relevant supports 5.2 – Support and provide programs and services to support community members facing barriers to their development and wellbeing 5.4 – Facilitate life-skills programs to develop independence and self-sufficiency	A well renowned organisation locally available to those who require support, encouragement and are facing barriers within the community.

LEGAL/POLICY IMPLICATIONS

Section 3.58 of the Local Government Act 1995 sets out the process for disposing of property, stating that a local government can dispose of property if, prior to disposing of said property, it gives local public notice of the proposed disposition and allowing 2 weeks submission period.

FINANCIAL/BUDGET IMPLICATIONS

Lease will provide an annual income of \$18,000 per annum plus GST and outgoings and all costs associated with the valuation and lease administration will be recouped.

ASSET MANAGEMENT IMPLICATIONS

As stated within the lease agreement.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

An additional health service located within the community.

COMMUNITY ENGAGEMENT

The public advertising for community comment in relation to the services and location of the provider.

ATTACHMENTS

- A. Valuation report - Therapy Focus - June 2022 - Confidential**
- B. Draft lease - Therapy Focus [↓](#)**

Lease of Counsel Room 2, Offices 4, 5, 6 and 7 within the Zone Youth Centre: Lot 109 (7) Skerne Street, Kwinana

City of Kwinana (ABN 13 890 277 321)

Therapy Focus Ltd (ACN 609 368 907)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966 (ABN 13 890 277 321)
(Lessor)

Therapy Focus Ltd

of PO Box 20, Bentley, WA 6102 (ACN 609 368 907)
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **0** of the Schedule;

Common Areas means those parts of the Land and Premises set aside or designated for the use of the occupiers of the building or members of the public generally in common with each other and the Lessor;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CTA means the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (WA) as amended from time to time;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **0** of the Schedule;

Good Repair means good and substantial tenable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **0(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

(a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

(b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described at **0(b)** of the Schedule;

Rent means the rent specified in **0** of the Schedule;

Review means the review specified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **0** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (ix) both express and implied provisions;
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

- (xii) any thing (including, without limitation, any amount) 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; and
- (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (g) the payment of the Amounts Payable; and
- (h) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **0** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:

- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, and other power and light charges, including payment of the Lessee's share of the utilities and services they have installed or connected, and any installation of additional wiring, internet or telephones that are not already provided at the Premises, such installation and/or connection subject to the prior approval of the Lessor.
 - (d) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to clause 7.2. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in clause 5.2(1) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and

- (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.4 or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review for each Rent Review Date will be based on either CPI or Market Review as identified in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed by lessor.

6.4 Market Review

- (a) With effect from each Market Rent Review Date, the Lessor may review the Rent to the Current Market Rent.
- (b) Not earlier than three (3) months before a Market Rent Review Date, the Lessor may give the Lessee a notice setting the Rent at a Rent which the Lessor consider to be the Current Market Rent ("Market Rent Review Notice") except that any failure by the Lessor to give such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.
- (c) If the Lessee agrees with the Lessor's determination of the Current Market Rent, then the Lessee must give the Lessor written notice of the Lessee's agreement within ten (10) Business Days of receipt by the Lessee of the Market Rent Review Notice, and if the Lessee gives such notice the Rent from and including the relevant Rent Review Date shall be the amount as specified in the Market Rent Review Notice.
- (d) If the Lessee does not give the Lessor written notice of the Lessee's agreement with the Lessor's determination of Current Market Rent within ten (10) Business Days of receipt by the Lessee of the Market Rent Review Notice, then the amount of the Rent payable from the relevant Rent Review Date shall be:

- (i) if the CTA applies to this Lease, the Current Market Rent determined in accordance with clause 6.4 (e); or
 - (ii) if the CTA does not apply to this Lease, the greater of the Rent payable immediately prior to the relevant Rent Review Date or the Current Market Rent determined in accordance with clause 6(e).
- (e) If the Lessee and the Lessor cannot agree on the Current Market Rent within twenty (20) Business Days of receipt by the Lessee of the Market Rent Review Notice, then the Current Market Rent shall be the amount determined:
 - (i) by a single Valuer nominated by the Lessee and the Lessor jointly; or
 - (ii) where the Lessor cannot agree on a single Valuer within twenty-five (25) Business Days of receipt by the Lessee of the Market Rent Review Notice:
 - (1) if the CTA applies to this Lease, by two Valuers one of each of which is appointed by the Lessee and by the Lessor PROVIDED THAT if either Party fails to nominate a Valuer within thirty (30) Business Days of receipt by the Lessee of the Market Rent Review Notice then the non-appointing Party's Valuer shall be nominated by the President at the request of the other Party; or
 - (2) if the CTA does not apply to this Lease, by a single Valuer nominated by the President at the request of either Party.
- (f) Where the determination of Current Market Rent is made by a single Valuer (whether under clause 6.4(e)(i), 6.4(e)(ii)(1) or 6.4(e)(ii)(2), then that Valuer's determination shall be binding upon the Parties, and the Lessee and the Lessor shall pay that Valuer's costs:
 - (i) if the CTA applies to this Lease, in equal shares; or
 - (ii) if the CTA does not apply to this Lease, in equal shares except where the Valuer's determination is equal to or greater than the Lessor's determination of Current Market Rent as specified in the Market Rent Review Notice, when the Lessee shall pay the whole of the Valuer's fees.
- (g) Where the determination of Current Market Rent is to be made by a single Valuer because of clause 6.4(h)(ii)(2), that single Valuer shall receive written representations from both of the Valuers originally appointed to determine Current Market Rent;
- (h) Where the determination of Current Market Rent is to be made by two Valuers:
 - (i) the determination of Current Market Rent as agreed between them shall be binding upon the Parties; or
 - (ii) if the two Valuers cannot agree on the Current Market Rent within twenty-one (21) days of the appointment of the last of them:
 - (1) if the CTA applies to this Lease, then either Party may refer the question for determination under the provisions of the CTA; or
 - (2) if the CTA does not apply to this Lease, then the determination of Current Market Rent shall be made by a single Valuer appointed

jointly by the two original Valuers, except where they cannot agree on a single Valuer within five (5) Business Days, then the single Valuer shall be appointed by the President at the request of either the Lessee or the Lessor;

and, in any event, the two Valuers' costs shall be paid:

- (A) if the CTA applies to this Lease, by each Party paying the costs of the Valuer appointed by that Party; or
 - (B) if the CTA does not apply to this Lease, by each Party paying the costs of the Valuer appointed by that Party except where the Valuers have agreed the Current Market Rent and their determination of the Current Market Rent is equal to or greater than the Lessor's determination of Current Market Rent as specified in the Market Rent Review Notice, when the Lessee shall pay both of the Valuers' costs.
- (i) Each Valuer appointed under this clause 6.4 shall:
 - (i) act as an expert and not as an arbitrator; and
 - (ii) provide his determination and the reasons for his determination of Current Market Rent in writing within twenty (20) Business Days of his appointment.
 - (j) If a Valuer appointed under clause 6.4 is unwilling or unable to make his determination for any reason whatsoever, the Party nominating that Valuer shall nominate an alternate Valuer within five (5) Business Days, and if the appointing Party fails to do so, then the President may nominate the alternate Valuer on behalf of the appointing Party at the request of the non-appointing Party.
 - (k) If the Rent is reviewed under this clause 6.4 ("Market Review"), the Lessee shall continue to pay the instalments of Rent payable immediately before the relevant Rent Review Date until such time as the amount of the Market Reviewed is finally determined under this **clause 6.4**, after which the following provisions shall apply:
 - (i) commencing on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease, the Lessee shall pay instalments of the Market Reviewed Rent; and
 - (ii) on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease the Lessee shall:
 - 1. pay the Lessor; or
 - 2. refund to the Lessee

as the case requires, the difference between what the Lessee has actually paid as Rent from the Market Rent Review Date and what the Lessee would have been liable to pay had the Lessee been paying the Market Reviewed Rent from the Market Rent Review Date.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance required

The Lessee must take out and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessor's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

7.2 Building Insurance to be taken out and maintained by the Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Details and receipts

In respect of the insurances required by clause 7.1 the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs, which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clause 7.1 and clause 7.2.

7.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under clause 7.1 and clause 7.2 on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by clause 7.1 and clause 7.2.

7.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by clause 7.1 and clause 7.2;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clause 7.1 and clause 7.2;

- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,
caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (e) any work carried out by or on behalf of the Lessee on the Premises;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
 - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (i) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance

money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment;

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.

- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

10.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11. Use

11.1 Restrictions on use

Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose referred to in **Item 8**; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;

- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, such consent shall not be unreasonably withheld or delayed.

No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

11.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 11.

12. Alterations

12.1 Restriction

- (1) The Lessee must not without prior written consent:
- (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (iv) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 12.1 the Lessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in clause 12.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and

- (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this clause 13 will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 1.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 1.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 11;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 14.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 14.1.

15. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six-month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Forfeiture

On the occurrence of any of the events of default specified in clause 16.1 the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 19,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

16.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

16.4 Acceptance of Amount Payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

16.5 Essential Terms

Each of the Lessee's Covenants in clauses 5 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 9 (Limit of Lessor's Liability) 10 (Maintenance, Repair and Cleaning), 11 (Use), 23 (Assignment, Subletting and Charging) and 28 (Goods and Services Tax), is an essential term of this Lease but this clause 16.5 does not mean or imply that there are no other essential terms in this Lease.

16.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this clause 16.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at clause 1.1(c) the Rent and other money which the Lessor reasonably expects to obtain by re-letting the

Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Damage or destruction of Premises

17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

17.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may by notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

18. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

21. Yield up the Premises

21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

21.2 Clause 21.1 to survive termination

The Lessee's obligation under clause 21.1 will survive termination.

22. Removal of property from Premises

22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

22.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

23. Assignment, Subletting and Charging

23.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

23.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold or delay its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

23.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

23.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

23.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

23.6 No mortgage or charge

The Lessee must not mortgage or charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (the Lessor's Representative) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (the Original Meeting).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with clause 24.1 of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 24.2 of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

24.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

25. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

26. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.
- (d) number of visits;
- (e) number of people living in Kwinana using the service compared to the total number of users; and
- (f) age group demographics of users of service.

27. Caveat

27.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

27.2 CEO and Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

27.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

27.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

28. Goods and Services Tax

28.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

28.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at clause 28.2(1) whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

28.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under clause 28.2(2) in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

28.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

28.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29. Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

30. Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

31. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

32. Additional Terms Covenants and Conditions

Each of the additional terms and covenants specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

33. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

34. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

35. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

36. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

37. Notice

37.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

37.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 1.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in clause 1.1(b), on the second business day following the date of posting of the Notice.

37.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

38. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

39. Variation

This Lease may be varied only by deed executed by the parties' subject to such consents as are required by this Lease or at law.

40. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

41. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

42. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

43. Waiver

43.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

43.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 109 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 116.

(b) Premises

The office areas located on the first floor of the building on the Land and comprising the areas marked in red on **Annexure 1** and depicted as Counsel Room 2 and Offices 4, 5, 6 and 7- Zone Youth Centre, Lot 7 (109) Skerne Street, Kwinana, and includes the non-exclusive right to use the Common Areas, including communal kitchen, ablutions and lavatories, for the purposes for which they are designed or intended in common with the Lessor and other persons authorised by the Lessor.

Item 2 Term

1 year commencing on 26 August 2022 and expiring on 25 August 2023.

Item 3 Further Term

1 year commencing on 26 August 2023 and expiring on 25 August 2024.

1 year commencing on 26 August 2024 and expiring on 25 August 2025.

Item 4 Commencement Date

26 August 2022

Item 5 Rent

\$18,000.00 per annum (exclusive of GST and outgoings)

Item 6 Rent Review

CPI Review

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms, and any period of holding over, if applicable).

Item 7 Rent Review Dates

25 August 2023	CPI Rent Review
25 August 2024	CPI Rent Review
25 August 2025	CPI Rent Review

Item 8 Permitted purpose

Delivery of services to children and adults with a range of disabilities.

Item 9 Public liability insurance

Twenty Million Dollars (\$20,000,000.00).

Item 10 Repainting Dates

At termination of lease if required to make good, whichever is the lesser.

Item 11 Additional terms and covenants**11.1 Minimise nuisance to neighbours**

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

11.2 Right to terminate upon notice

Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, clause 11.2 and clause 21 will apply.

Signing page

EXECUTED on the _____ day of _____ 2022

THE COMMON SEAL of **CITY OF KWINANA** (ABN 13 890 277 321) was affixed in the presence of:

Signature of Mayor

Carol Adams
(Print Full Name)

Signature of Chief Executive Officer

Wayne Jack
(Print Full Name)

EXECUTED by **THERAPY FOCUS LTD**
(ACN 609 368 907) pursuant to s.127 of the
Corporations Act 2001 (Cth)

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

VOID TO MULTI PURPOSE HALL

STAIR 1 (F.15)

STAIR 2 (F.16)

STAIR 3 (F.17)

STAIR 4 (F.18)

STAIR 5 (F.19)

STAIR 6 (F.20)

STAIR 7 (F.21)

STAIR 8 (F.22)

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Annexure 2 - Maintenance Schedule

Maintenance Type	Lessor	Lessee
General		
All Structural Repairs	Yes	
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)		Yes
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.	Yes	
Vermin Control (Rats, Insects etc)		Yes
Vandalism / Graffiti	Yes (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows (Except malicious damage by patron)	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.		Yes (<i>Where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility</i>)
Fire Extinguishers & Hoses	Maintenance & Replacement*	
Security Monitoring & Equipment		
Oven & Exhaust Vent		
Kitchen Appliances (i.e. Fridges, Toasters etc)		
Ceiling / Roof		
Ceiling		Yes (<i>excluding structural repairs</i>)
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Yes (<i>replacement only</i>)	
Air-conditioning / Heating (Servicing)	Yes	
Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls		
Walls		Yes (<i>to be washed down quarterly and painted as per lease agreement</i>)
Window Cleaning	Yes (External)	Yes (Internal)
Security Screens	Yes	
Flyscreens	NA	
Doors (<i>external</i>)	Yes	

Annexure 2 - Maintenance Schedule (Cont'd)

Maintenance Type	Lessor	Lessee
Doors (internal)		Yes
Locks		Yes
Replacement Keys		Yes
Internal Painting (see ITEM 10 of the Schedule)		Yes (<i>touch ups and repairs as per lease agreement</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	NA	
Honour Boards / Notice Boards	NA	
Floors		
Carpet**	Replacement if damaged under an insurable event	At least annually dry cleaned
Tiled Floors	Replacement if damaged under an insurable event	
Electrical		
Fittings (i.e. lights, power points, switches)	Yes (<i>fittings only</i>)	
Replacement of Globes		Yes*
Costs for additional points		Yes*
Testing and Tagging		Yes*
Wiring (Excluding damage or use causing overloading).	Yes	Overloading
Electrical work undertaken by Lessee's electrical contractor must be approved by the City of Kwinana prior to works commencing.		
Plumbing		
Replacement of Fixtures & Cisterns	Yes Blockages caused by roots*	Yes (if found to be negligent)
Hot Water System	Replacement	Yes (if found to be negligent)

* Any damage to the building internally by misuse or any replacements will be fixed by Lessee. If replacement is undertaken by Lessor, all costs will be charged to the Lessee.

** If evidence cannot be presented to demonstrate that the Lessee has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Lessee.

19 NOTICES OF MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

20 NOTICE OF MOTIONS FOR CONSIDERATION AT THE FOLLOWING MEETING IF GIVEN DURING THE MEETING

21 LATE AND URGENT BUSINESS

Note: In accordance with Clauses 3.13 and 3.14 of Council's Standing Orders, only items resolved by Council to be Urgent Business will be considered.

22 REPORTS OF ELECTED MEMBERS

23 ANSWERS TO QUESTIONS WHICH WERE TAKEN ON NOTICE

NIL

24 MAYORAL ANNOUNCEMENTS

25 CONFIDENTIAL ITEMS

Nil

26 CLOSE OF MEETING