



# Shire of Pingelly

## Attachments

Ordinary Council Meeting  
18 March 2015



# **Attachment 1**

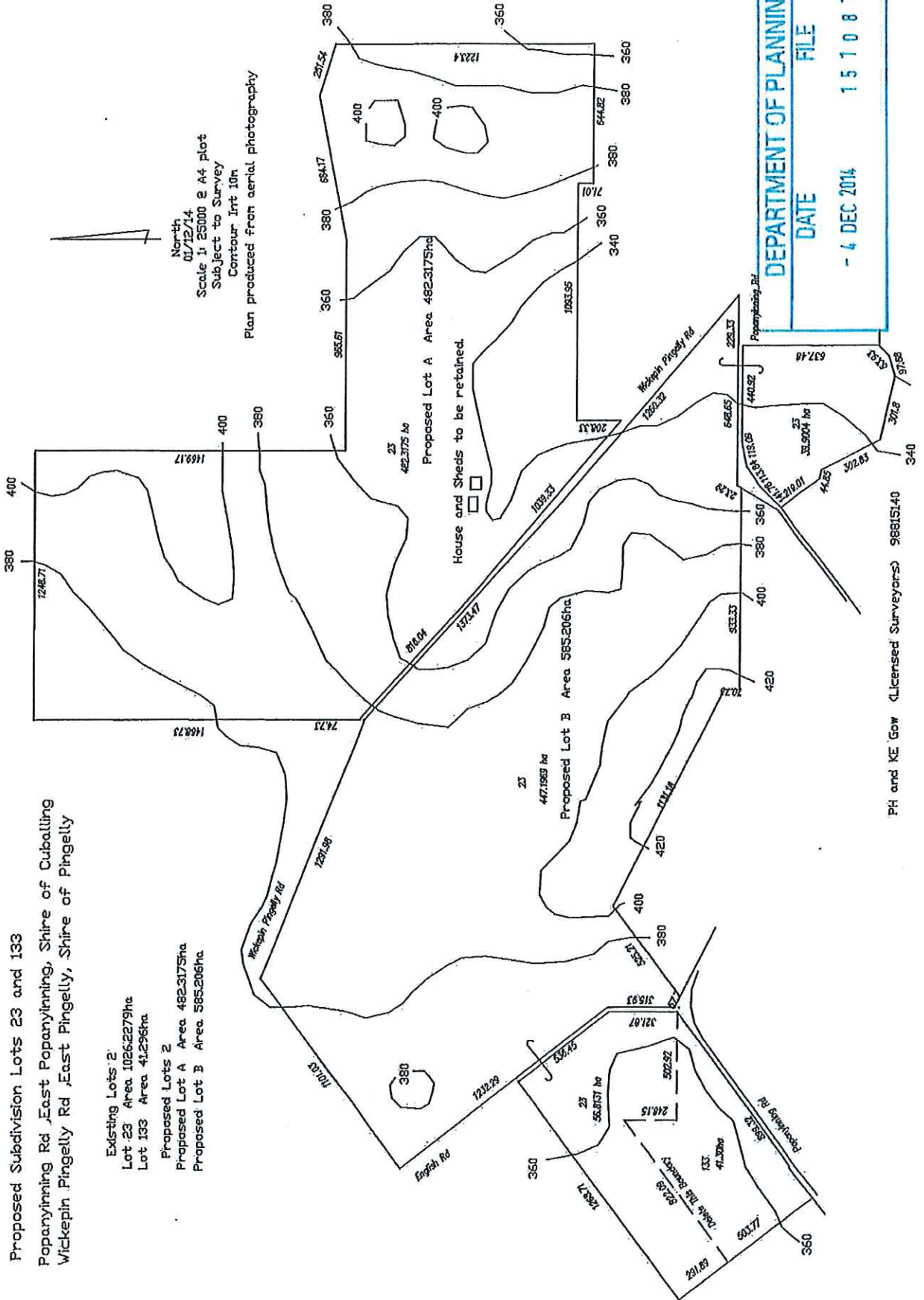
## **11.1.1 Proposed Subdivision**



Proposed Subdivision Lots 23 and 133

Popanyinning Rd ,East Popanyinning, Shire of Cuballing  
 Wickelip Pingelly Rd ,East Pingelly, Shire of Pingelly

- Existing Lots 2'
- Lot 23 Area 1026.2279ha
- Lot 133 Area 41.296ha
- Proposed Lots 2
- Proposed Lot A Area 482.3175ha
- Proposed Lot B Area 585.206ha



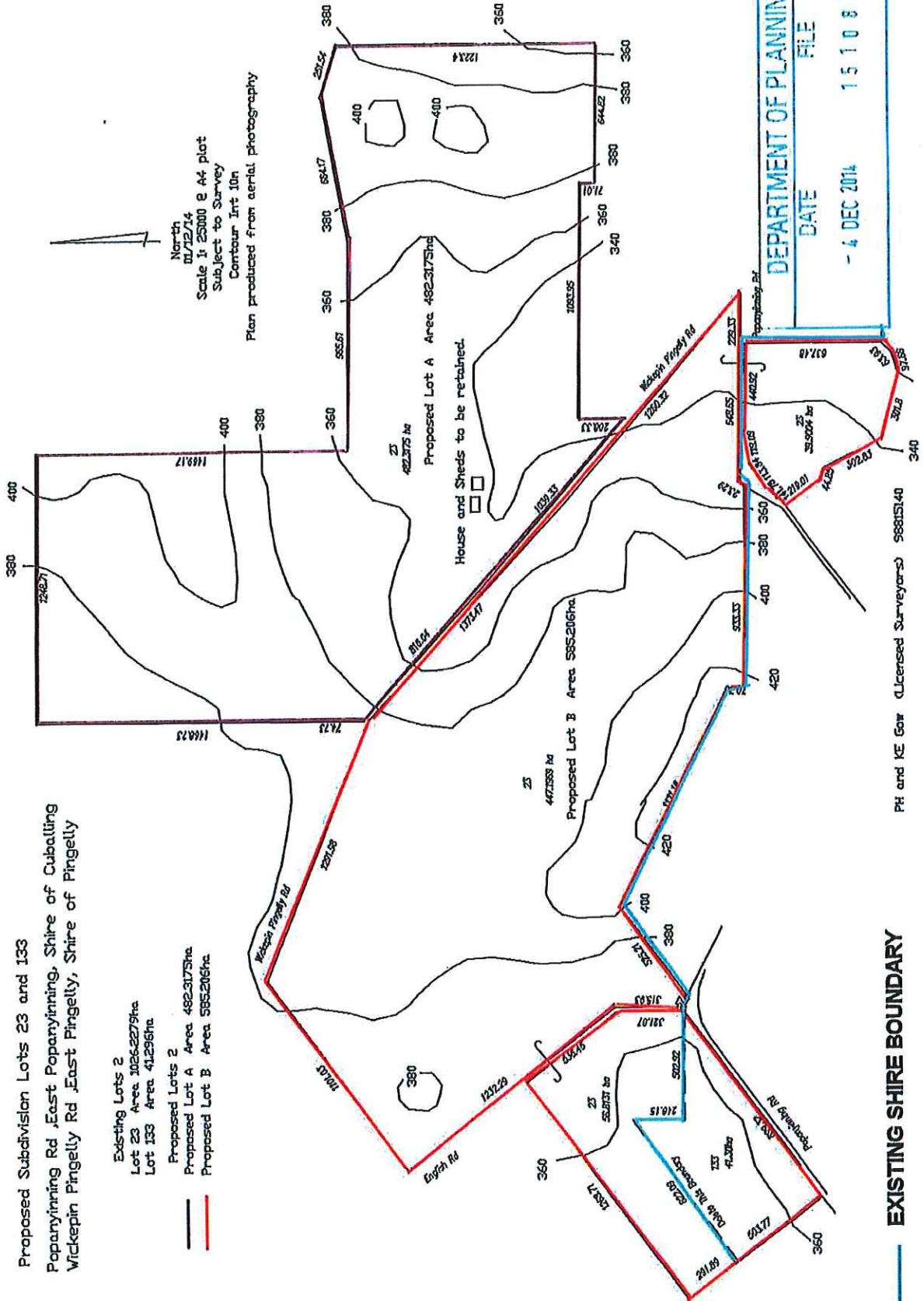
DEPARTMENT OF PLANNING
DATE
FILE
- 4 DEC 2014
151081

PH and KE Gow (Licensed Surveyors) 98615140



Proposed Subdivision Lots 23 and 133  
 Poparyinning Rd, East Poparyinning, Shire of Cuballing  
 Wickkepin Pingelly Rd, East Pingelly, Shire of Pingelly

- Existing Lots 2  
 Lot 23 Area 1026.2279ha  
 Lot 133 Area 41.2961ha
- Proposed Lots 2  
 Proposed Lot A Area 482.3175ha  
 Proposed Lot B Area 585.2061ha



DEPARTMENT OF PLANNING	
DATE	FILE
- 4 DEC 2014	1 5 1 0 8 1

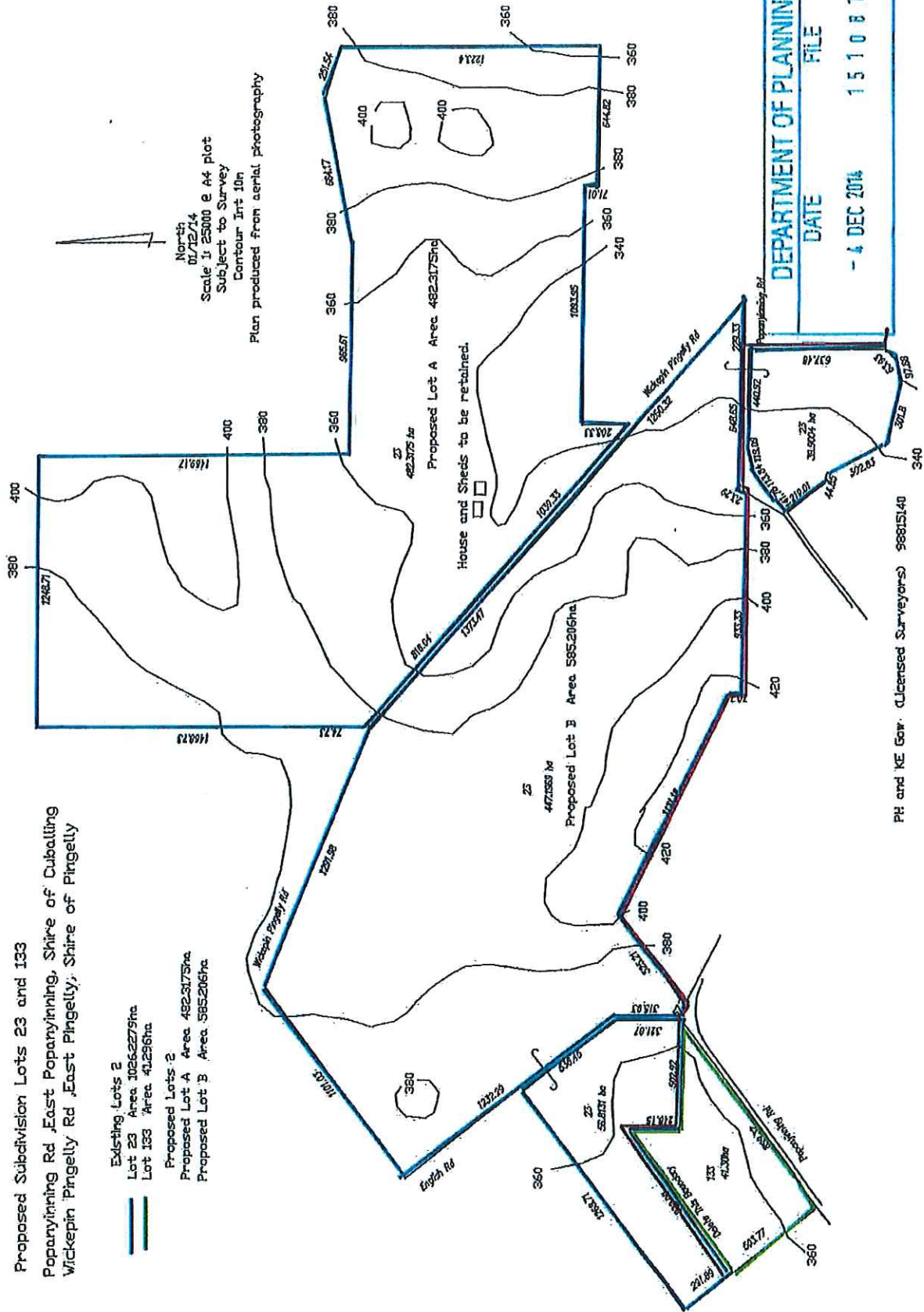
EXISTING SHIRE BOUNDARY





Proposed Subdivision Lots 23 and 133  
 Popanyinning Rd, East Popanyinning, Shire of Cuballing  
 Wickiepin Pingely Rd, East Pingely, Shire of Pingely

- Existing Lots 2
- Lot 23 Area 1026.2279ha
- Lot 133 Area 41.2916ha
- Proposed Lots 2
- Proposed Lot A Area 482.3175ha
- Proposed Lot B Area 585.2016ha



PH and KE Gow. (Licensed Surveyors) 98815140

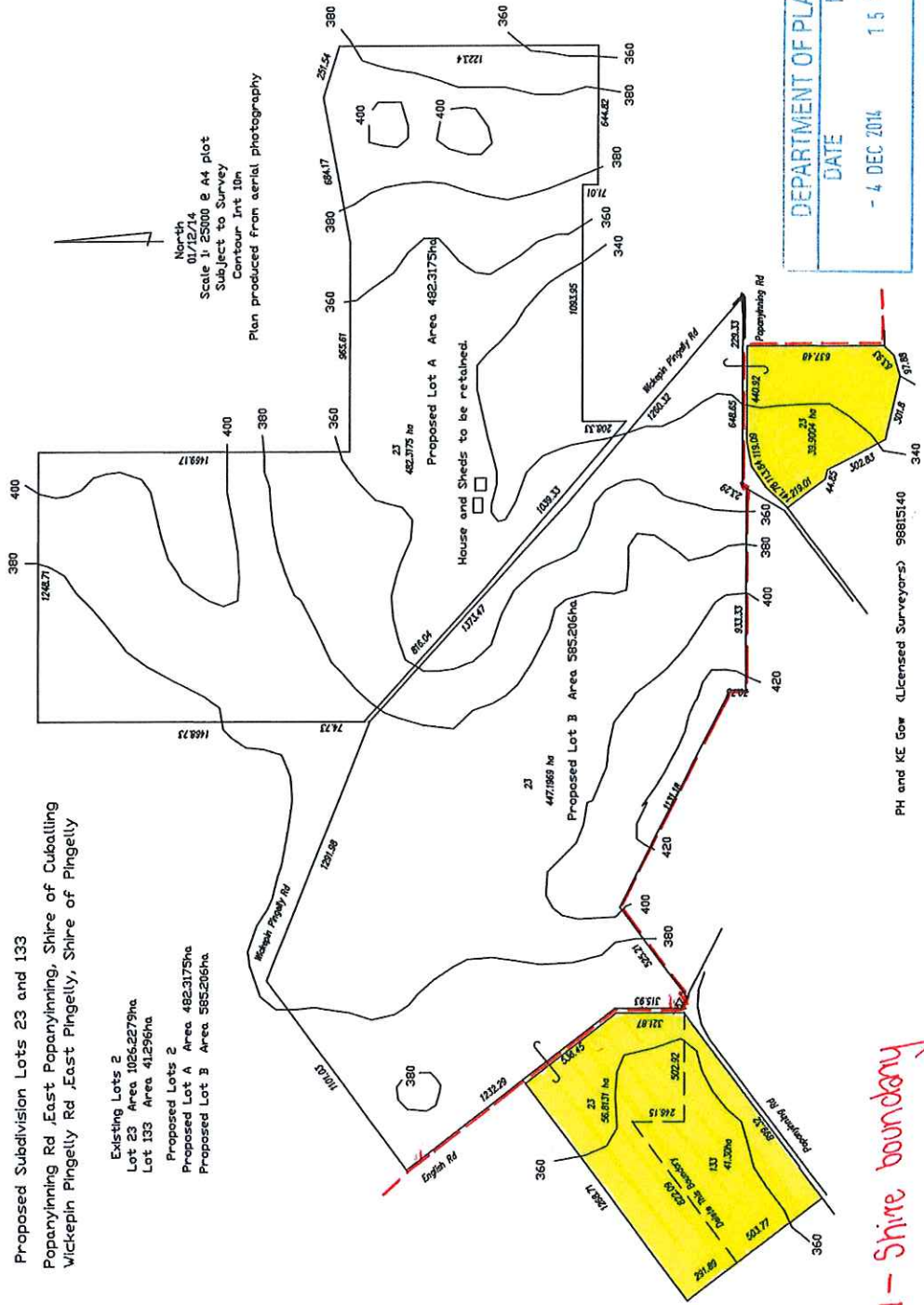
EXISTING SHIRE BOUNDARY



Proposed Subdivision Lots 23 and 133  
 Popanyinning Rd, East Popanyinning, Shire of Cuballing  
 Wickiepin Pingelly Rd, East Pingelly, Shire of Pingelly

Existing Lots 2  
 Lot 23 Area 1026.2279ha  
 Lot 133 Area 41.296ha

Proposed Lots 2  
 Proposed Lot A Area 482.3175ha  
 Proposed Lot B Area 595.206ha



--- Shire boundary  
 Shire of Cuballing



# **Attachment 2**

**11.1.2 Recycled Water Supply Agreement**





## **Recycled Water Supply Agreement**

**Water Corporation**

**and**

**Shire of Pingelly**

WATER CORPORATION  
Legal Services Branch  
629 Newcastle Street Leederville WA 6007  
PO Box 100 Leederville WA 6902  
Phone: (08) 9420 2599  
Fax: (08) 9420 3360





## This Recycled Water Supply Agreement

is made on \_\_\_\_\_ between the following parties:

1. **Water Corporation**, a statutory body corporate established under the *Water Corporations Act 1995*, of John Tonkin Water Centre, 629 Newcastle Street, Leederville, Western Australia (Corporation)
2. **Shire of Pingelly**, 17 Queen Street, Pingelly WA 6308 (Recipient)

### Recitals

- A. The Corporation provides Recycled Water to the Recipient for the overall benefit of the communities that they serve and to the environment by reducing the amount of phosphates and nitrates introduced in that environment.
- B. The Corporation's and the Recipient's further objectives include:
  - (a) reducing the use of water from the Corporation's scheme through balanced social, economic and environmental outcomes;
  - (b) a reduction in the use of fertilizers by the Recipient and the community that it serves; and
  - (c) the better use and conservation of Western Australia's water resources.
- C. The Corporation has agreed to provide Recycled Water to the Recipient from the Pingelly Wastewater Treatment Plant for use in the performance of its functions.
- D. This Agreement defines the roles and responsibilities of the Corporation and the Recipient with respect to the efficient and effective supply of Recycled Water.

### This Agreement witnesses

that in consideration of, among other things, the mutual promises contained in this Agreement, the Parties agree:

#### 1 Definitions and Interpretations

##### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

**Agreement** means this Agreement of understanding as executed by the parties;

**Approval** includes:

- (a) any DoH, DER or other relevant regulatory approval; and
- (b) the Operating Licence;

**Business Day** means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday;

**Claim** means any action, suit, claim, proceeding, demand, loss, damage, cost (including legal costs) and expense of any nature whatsoever, and howsoever arising, out of, relating to, or connected with this Agreement;

**Commencement Date** means the date on which the last party to sign this Agreement signs;

**Corporation's Address** means the address or facsimile number of the Corporation set out in Schedule 1;

**Corporation's Powers** means all or any rights, powers, remedies, authorities, discretions, privileges or protections exercisable by the Corporation under this agreement, any Act of Parliament or otherwise at law or in equity;

**Delivery Point** means the delivery point described in Schedule 1 and as marked on the Plan;

**DER** means the Department of Environment Regulation;

**DoW** means the Governmental Agency responsible for the administration of the *Rights in Water and Irrigation Act 1914*;

**DoH** means the Department of Health, Western Australia

**Entitlement** means the volume entitlement of Recycled Water (in kL) to be provided to the Recipient by the Corporation as stated in Schedule 1 which volume will be reviewed at the times specified in Schedule 1;

**Extended Term** is as defined in clause 16;

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, government Minister, agency or entity in Australia;

**Infrastructure** means the infrastructure to be implemented with respect to the supply of Recycled Water in accordance with this Agreement as set out in Schedule 1;

**kL** means kilolitre or kilolitres as the case requires;

**Loss** means any loss, claim, action, liability, damage, cost, charge, expense, diminution in value or deficiency of any kind or character that any party pays, suffers or incurs or is liable for, including:

- (a) all interest and other amounts payable to third parties;
- (b) all legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of claim or action;
- (c) all losses of profit, and special losses or damages; and
- (d) all consequential losses or damages;

**Metering Point** means the point at which the Corporation will measure the amount of Recycled Water delivered to the Recipient;

**Month** means a calendar month;

**Ombudsman Scheme** means the water services ombudsman scheme established under the *Water Services Act 2012*;

**Operating Licence** means the operating licence granted to the Corporation under the *Water Services Act 2012*;

**Plan** means the sketch plan comprised in Annexure A;

**Permitted Uses** means the specified use of Recycled Water as identified in Schedule 1;

**Process Control Table (PCT)** means the process control table approved by DoH which is set out in Annexure D;

**Quality Standards** means the standards set out in Schedule 2;

**Recipient's Address** means the address or facsimile number of the Recipient set out in Schedule 1;

**Recipient's Obligations** means the obligations of the Recipient under this Agreement or imposed by law in relation to any of the matters referred to in it;

**Recipient's Representative** means the employee or position nominated by the Recipient set out in Schedule 1;

**Recycled Water** means the recycled water to be supplied by the Corporation to the Recipient in accordance with the terms of this Agreement;

**Recycled Water Quality Management Plan (RWQMP)** means the RWQMP approved by the DoH;

**Shire Transfer Pond** means the pond located at the Wastewater Treatment Plant site used to store Recycled Water, as shown on the attached Plan (1);

**Term** means the term of this Agreement as is set out in Schedule 1, as varied by the parties from time to time;

**Wastewater Treatment Plant** means the wastewater treatment plant from which the Recycled Water is supplied as identified in Schedule 1;

**Water** includes a reference to Recycled Water; and

**Year** means, where the context permits or requires:

- (a) for the first Year of the Term, the period on and from the Commencement Date to and including the 30 June next following;
- (b) thereafter, for each successive Year of the Term other than the last Year of the Term, the period from and including 1 July to and including 30 June next following; and
- (c) for the last Year of the Term, the period on and from the 1 July immediately preceding the Termination Date to and including the Termination Date.

## 1.2 Interpretation

In this Agreement, headings and underlining are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (d) a reference to a part, clause, or Party, is a reference to a part and clause of, and a Party, to, this Agreement.

## 2 Conditions Precedent to supply of Recycled Water

### 2.1 Supply of Recycled Water

The Corporation will not supply Recycled Water until the Recipient has:

- (a) obtained all Approvals for the use of the Recycled Water; and
- (b) satisfied the Corporation that it has:

- (i) prepared a RWQMP; and
- (ii) endorsed the PCT,  
for the Permitted Uses.

## **2.2 Consequence of non-satisfaction**

If any of the conditions specified in clause 2.1 are not satisfied nor waived by notice in writing from the Corporation then the Corporation may terminate this Agreement after the expiry of six months after the Commencement Date.

## **3 Corporations obligations and responsibility for the supply of Recycled Water**

### **3.1 Supply and Delivery**

- (a) The Corporation will use its best endeavours to supply to the Recipient the Recycled Water up to its Entitlement at the Delivery Point on the provisions of this Agreement.
- (b) Once the Corporation has delivered the Recycled Water to the Delivery Point the Corporation has no further obligations with respect to that Recycled Water.

### **3.2 Recycled Water Quality**

- (a) The Corporation agrees to use its best endeavours to provide Recycled Water at the Delivery Point that meets the Quality Standards.
- (b) In the event that the quality of the Recycled Water has not met the agreed Quality Standards, the Corporation will:
  - (i) advise the Recipient of the event as soon as reasonably practicable;
  - (ii) use its best endeavours to restore water quality of the Recycled Water to the Quality Standards, at the earliest time; and

the Recipient will not be required to take the Recycled Water, until the Recycled Water again meets the Quality Standards.

### **3.3 Notification of changes to Quality Standards**

The Recipient acknowledges that:

- (a) the Corporation may, if required by any Act of Parliament, Authorisation or to comply with a DoH requirement, vary the Quality Standards.
- (b) The Corporation will use its best endeavours to notify the Recipient of any changes in the characteristics of the Recycled Water from the Quality Standards that the Corporation, acting reasonably, considers to be significant.

### **3.4 Variation to Supply**

- (a) In addition to any other of the Corporation's Powers, the Corporation may vary volumes, times, and flow rates from time to time:
  - (1) having regard to Recycled Water resource availability and those other factors as the Corporation, acting reasonably, determines;
  - (2) following:
    - (A) a direction by the DoW or the DoH;
    - (B) any amendment to or suspension of:
      - (i) the Operating Licence; or
      - (ii) any other licence or any other Approval required by the Corporation to operate the Wastewater

Treatment Plant or supply Recycled Water that, in the Corporation's reasonable opinion, adversely affects the Corporation's ability to supply volumes, times, and flow rates; or

(C) any reduction or suspension in any entitlement that the Corporation may have to Recycled Water under any Authorisation; or

(3) by agreement between the parties.

(b) The Corporation may determine any variation under clause 3.4(a)(1) or clause 3.4(a)(2) in its reasonable discretion but will use its best endeavours to give to the Recipient at least 10 Business Days' notice of any material variation proposed.

#### 4 Recipient's obligations and responsibilities

##### 4.1 Use and management of Recycled Water

- (a) The Recipient must use its best endeavours to take at the Delivery Point Recycled Water up to its Entitlement, on the provisions of this Agreement.
- (b) The Recipient will be solely responsible for the management and use of the Recycled Water from the Delivery Point provided that the Recycled Water supplied to the Recipient by the Corporation conforms with the Quality Standards.
- (c) The Recipient will, at its own cost, operate and maintain all systems at the Recipient's side of the Delivery Point necessary to take, store, discharge and use the Recycled Water in accordance with this Agreement.
- (d) The Recipient will be responsible for producing the RWQMP and management of the Recycled Water in accordance with the RWQMP.
- (e) The Recipient must manage the Recycled Water in accordance with the PCT.

##### 4.2 Permitted Uses

- (a) The Recipient must only use the Recycled Water for the Permitted Uses unless otherwise agreed between the parties.
- (b) The Recipient must not supply or sell to a third party, any Recycled Water supplied to the Recipient, without the Corporation's written consent.

##### 4.3 Signage

- (a) The Recipient agrees that it will place and maintain signage at or near the Delivery Point and any other tap, cock, etc. receiving Recycled Water indicating the following or as may be required by the DoH:

**"RECYCLED WATER**

**DO NOT DRINK**

**AVOID CONTACT"**

- (b) The Recipient must comply with any conditions placed on the use of the Recycled Water as set from time to time by the DoH.

#### 5 Risk and title

Title and all risk in relation to the Recycled Water passes to the Recipient once the Corporation has delivered the Recycled Water to the Delivery Point.

**6 Alternative Uses of Recycled Water**

If the Recipient cannot take its full entitlement the parties agree that they will work together to identify alternative uses for the Recycled Water.

**7 Measurement, Monitoring and testing**

- (a) The Corporation will undertake any monitoring, testing, documentation or reporting necessary or associated with the supply and delivery of the Recycled Water up to the Delivery Point.
- (b) The Recipient will undertake any monitoring, testing, documentation or reporting necessary or associated with the taking, storage, distribution and use of the Recycled Water from the Delivery Point.
- (c) The parties will make available to the other party, upon request, all monitoring, testing and reporting documentation obtained pursuant to this clause.
- (d) The volumes of Recycled Water supplied to the Recipient will be measured by the Corporation at the Metering Point.

**8 Approvals**

- (a) The parties agree that the supply of Recycled Water under this Agreement is subject to each of them holding, and continuing to hold, all of the relevant Approvals.
- (b) The parties will, at their own cost, provide one another with reasonable assistance to obtain and continue to hold all of the relevant Approvals.
- (c) If either party fails to hold any of the relevant Approvals, the Corporation may, acting reasonably, suspend the supply of Recycled Water to the Recipient.
- (d) In the event supply is suspended by the Corporation in accordance with clause 8(c) the Corporation may at any time determine acting reasonably, to resume the supply of Recycled Water.

**9 Infrastructure**

The parties:

- (a) must promptly comply with their obligations as to the Infrastructure as set out in Schedule 1.

**10 Backflow prevention**

The Recipient must from time to time:

- (a) take all measures as the Corporation requires and approves, in the manner that the Corporation requires, to prevent backflow of water from the Recipient's services into the Corporation's drinking water supply reticulation distribution system; and
- (b) at the Corporation's request, install, operate and maintain in good working order, at the Recipient's cost, backflow prevention devices, pressure-sustaining valves, air breakers and other devices as the Corporation requires and approves.

**11 Recycled Water**

**11.1** From the Commencement Date, the Corporation will take meter readings at the conclusion of each Month to assess the volume of Water supplied to the Recipient at the Metering Points.

**11.2** If the Measuring Equipment is found to be out of order or reading incorrectly, the Corporation will determine the quantity of the Water supplied by taking a daily average of the quantity actually taken during a comparable period or (where a meter test has shown that the meter is not registering the correct consumption) by

adjusting the consumption for the period in accordance with the degree of error found. The quantity so determined by the Corporation will be deemed to have been supplied to the Recipient as the case may be.

**12 Indemnity**

**12.1 Indemnity to Corporation**

The Recipient must indemnify and keep indemnified the Corporation and the Corporation's officers, employees, agents or contractors against any Loss or Claim that they, or any of them, may pay, suffer or incur, or that may be made against them, or any of them, of any nature whatsoever and howsoever, arising out of, related to or connected with this Agreement or any supply of or failure to supply water by the Corporation, except to the extent that any such Loss or Claim is partially or wholly attributable to any negligence on the part of the Corporation or the Corporation's officers and employees.

**12.2 Monetary limits**

The total liability of the Corporation and its servants and agents, to the Recipient for all Claims, including interest on any Claim accruing from the date on which the Claim first arose to the date of judgment, settlement, deduction or set off, is limited in the aggregate to:

- (a) In respect of any event covered by any policy of insurance, and for which the relevant insurer accepts liability, will be limited to the amount actually paid to the Corporation in respect of that event under the policy of insurance; and
- (b) In respect of any other event will be limited to \$50,000

So that the Recipient will have no further Claim against the Corporation for any amount of Loss in excess of those limits.

**13 Public Liability Insurance**

- (a) The parties must effect and maintain throughout the Term of the Agreement Public Liability Insurance covering all Claims and liabilities, howsoever caused:

- (1) In respect of:
  - (A) Any injury or illness to or death of any person;
  - (B) Any physical loss, damage or destruction to any property; and
  - (C) The loss of use of tangible property whether it has been physically lost, destroyed or damaged or not;
- (2) Whether arising out of or connected with any act, matter or thing whatsoever, including but not limited to, any pollution.

Which Insurances shall each provide cover in respect of each and every occurrence to an amount not less than \$20 million in respect of all losses occurring during each period of insurance.

- (b) A party will, upon request by the other party, provide the party with evidence that the insurances required under this clause have been effected and are in full force and effect.
- (c) If a party fails to take out or maintain the insurances required under this clause then that failure to ensure, or failure to maintain insurance will be treated as a Default of this Agreement.

**14 Termination**

- (a) In addition to any other rights, powers or remedies provided by law, the Corporation may by notice in writing served on the Recipient, terminate this Agreement at any

time with immediate effect if in the Corporation's opinion, acting reasonably, use of the Recycled Water by the Recipient or any other party, represents a threat to public health or is causing environmental damage.

- (b) In addition to any other rights, powers or remedies provided by law, if the Recipient fails to:
  - (1) duly and punctually comply with the Recipient's Obligations or defaults under the terms of this Agreement; and
  - (2) fails to remedy that non-compliance or default to the Corporation's satisfaction within 30 days of the Corporation serving or being deemed to have served notice on the Recipient of that non-compliance requiring the Recipient to remedy it,

the Corporation may by further notice in writing served or being deemed to have served on the Recipient, terminate this Agreement at any time with immediate effect.

- (c) The Corporation will cease supplying Recycled Water to the Recipient upon that date which is the earlier of the date of termination of any Authorisation required by the parties under Clause 8, the expiry of the Term, or a date determined by the Corporation under subclause (a) or (b).
- (d) If this Agreement is terminated, the Corporation will be under no obligation to supply and the Recipient will have no right or entitlement to receive any Recycled Water.
- (e) The expiry or termination of this Agreement will not affect any rights of the parties against one another in respect of any act, omission, matter, or thing occurring, or under this Agreement prior to that expiry or termination.

#### 15 Re-negotiation of Agreement

If this Agreement is terminated as a result of the expiry of the Term, the parties may re-negotiate the terms for the continued supply of Recycled Water to the Recipient. The terms of this Agreement do not in any way limit the substance of re-negotiation between the parties.

#### 16 Option to extend Term

- (a) The Recipient may request that this Agreement be extended beyond the Term for the period of a further five years (**Extended Term**), except this clause 16(a) will not apply during the Extended Term.
- (b) If the Corporation accepts the Recipient's request, the parties may however agree changes to the terms and conditions of this Agreement during the Extended Term if considered necessary for the improved performance of the Agreement or to review the basis for the calculation of the payments which the Recipient makes to the Corporation under the terms of this Agreement.
- (c) If the Recipient proposes to extend the Term, the Recipient must advise the Corporation of its intention to do so in writing at least 6 months prior to the anticipated expiry date of the Term or any extension of the Term. The Corporation will use its best endeavours to notify the Recipient 12 months prior to expiry of the term to initiate renegotiation of the Agreement.
- (d) If the Recipient has not served a written notice under clause 16(a), the Agreement will terminate on the expiration of the Term automatically and without need for any further notice.



- (c) If the parties have not agreed on all terms and conditions for the Extended Term by the expiry of the Term, the Agreement will terminate automatically, without need for any further notice, on that date, and thereafter the Recipient will have no further entitlement to the Recycled Water and neither party is under any obligation to the other otherwise than in respect of an obligation that arose prior to that date or a breach that was committed prior to that date.

## 17 Dispute resolution

### 17.1 Election by Recipient

The Recipient may elect to have any dispute resolved:

- (a) under the Ombudsman Scheme but only if the dispute in question is within the scope of the Ombudsman Scheme ; or
  - (b) under the succeeding provisions of this clause 17;
- and
- (c) if the Recipient gives to the Corporation notice of any dispute that notice must be in writing specifying whether the Recipient elects to have the dispute resolved in accordance with clause 17.1(a) or clause 17.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 17.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 17.1(b); and
  - (d) if the Corporation gives the Recipient a written notice of any dispute, the Recipient must, within 10 Business Days of receiving or being deemed to have received that notice, give to the Corporation a written notice specifying whether the Recipient elects to have the dispute resolved in accordance with clause 17.1(a) or clause 17.1(b) and, if it fails to do so, the dispute will be resolved in accordance with clause 17.1(a) if the dispute in question is within the scope of the Ombudsman Scheme and otherwise in accordance with clause 17.1(b).

### 17.2 General

A dispute that arises during the performance of this agreement will be resolved, wherever possible, at the level where the dispute initially arises.

### 17.3 Referral to Representatives

If, within 15 Business Days of a dispute arising, it has not been resolved, the dispute will be referred to the Recipient's Representative, and to the Corporation's Representative.

### 17.4 Representatives to meet

The Representatives referred to in the preceding clause must meet within 5 Business Days after the dispute is referred to them, and attempt to resolve the dispute. If they resolve the dispute, the parties will adhere to their resolution.

### 17.5 Further steps - mediation

If the Representatives cannot resolve the dispute within 10 Business Days of their first meeting, the dispute will be taken to a mediation process. If the parties agree, they will appoint, by agreement, an independent mediator, or, if they fail to agree on an independent mediator within 15 Business Days of their first meeting, the President of the Law Society of Western Australia (Inc) for the time being, or the

President's nominee, may, at the request of either party, appoint an independent mediator, and the costs of that mediator will be borne equally by the Corporation and the Recipient. Except to the extent inconsistent with this clause, the mediation will be conducted in accordance with the then current mediation rules of the Law Society of Western Australia.

**17.6 Place of mediation**

The parties will hold the mediation in Perth, Western Australia and, subject to clause 17.8, must comply with any resolution facilitated between them by the independent mediator.

**17.7 Parties to continue to perform**

Each party must continue to perform their obligations under this agreement, notwithstanding any dispute, or the commencement of any legal proceedings, under this clause 17.

**17.8 Steps if party dissatisfied**

If a party is dissatisfied with proceedings before the mediator, it may take that action as it considers appropriate, including commencing legal proceedings. For the avoidance of doubt, the right referred to in this clause 17.8 is not in any way dependent on or conditional upon the initiation or completion of the proceedings before the mediator.

**18 Warranties**

**18.1 No other representations or warranties by Corporation**

So far as permitted by law, except for:

- (a) the express terms and warranties set out in this Agreement; and
- (b) those implied terms or warranties that are imposed by law that are mandatory and cannot be excluded,

the Corporation gives no warranties regarding the Recycled Water, or any other goods or services supplied or to be supplied by it, whether relating to defects in quality or characteristics, or otherwise, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by act of Parliament, at common law, or otherwise howsoever, are expressly excluded.

**18.2 Recipient's skill and judgment**

The Recipient warrants to and agrees with the Corporation that, when entering into this Agreement it relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Corporation (including by the Corporation's officers, employees, or agents or any other person acting on the Corporation's behalf):

- (a) the terms, warranties and representations expressly contained in this agreement;
- (b) the skill and judgment of the Recipient, its consultants and representatives; and
- (c) opinions and advice obtained by the Recipient independently of the Corporation, or of the Corporation's officers, employees, or agents or any other persons acting on the Corporation's behalf.

**18.3 Independent warranties**

Each warranty in this clause is independent and is not limited by reference to any other warranty in the relevant clause.

**19 Assignment**

The Recipient will not, without the Corporation's prior written consent, assign, mortgage, charge or encumber this Agreement or any part of it or any right, benefit, moneys or interest under it. The consent the Corporation may not unreasonably withhold, but the Corporation may give that consent on any terms and conditions the Corporation reasonably requires.

**20 Severance**

If any term or part of this Agreement is or becomes for any reason invalid or unenforceable at law, then in that event that term or part of this Agreement will be deemed to be severed from this Agreement without thereby affecting the remainder of this Agreement and the remainder of this Agreement will continue to be valid and enforceable in all things.

**21 Entire agreement**

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

**22 Limitation of liability**

Neither party will be liable to the other for any loss of business, loss of opportunity, loss of profit, loss of any contract or for any indirect or consequential loss or damage whether arising out of the breach of this Agreement or otherwise, including without limitation, negligence.

**23 Service of notices**

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement:
- (1) must be in legible writing and in English addressed as shown below:
    - (A) if to the Corporation, to the Corporation's Address; and
    - (B) if to the Recipient to the Recipient's Representative at the Recipient's Address,  
or as specified to the sender by any party by notice;
  - (2) where the sender is a company, must be signed by an officer or under the common seal of the sender or by solicitors acting for that company;
  - (3) is regarded as given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post, 5 days from and including the date of postage; or
    - (C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,  
but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
  - (4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under the preceding subclause and informs the sender that it is not legible.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

**24 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

**25 Modifications or Amendment**

A purported modification, variation or amendment of this Agreement shall not have any force or effect unless it is in writing and executed by the parties.

**26 Waiver**

Waiver of any breach, or provision of, or any default under, this Agreement must be in writing and signed by the Party granting the waiver.

**27 Survival of Certain Clauses**

Clause 12 (Indemnity), Clause 18 (Warranties), Clause 22 (Limitation of Liability) and clause 24 (Governing Law) survive the termination or expiry of this Agreement.

**28 Further Assurances**

Each Party must do all things and execute all further documents necessary to give full effect to this Agreement.

**29 Costs**

Each Party will bear their own costs in respect of the negotiation and preparation of this Agreement.

**30 Acknowledgement**

The Parties acknowledge and agree that the Recycled Water, at times, is stored in the Shire Transfer Pond located on the Wastewater Treatment Plant site and that the Corporation is responsible for any discharge of water to the environment from the Shire Transfer Pond.

**Schedule 1 - Particulars**

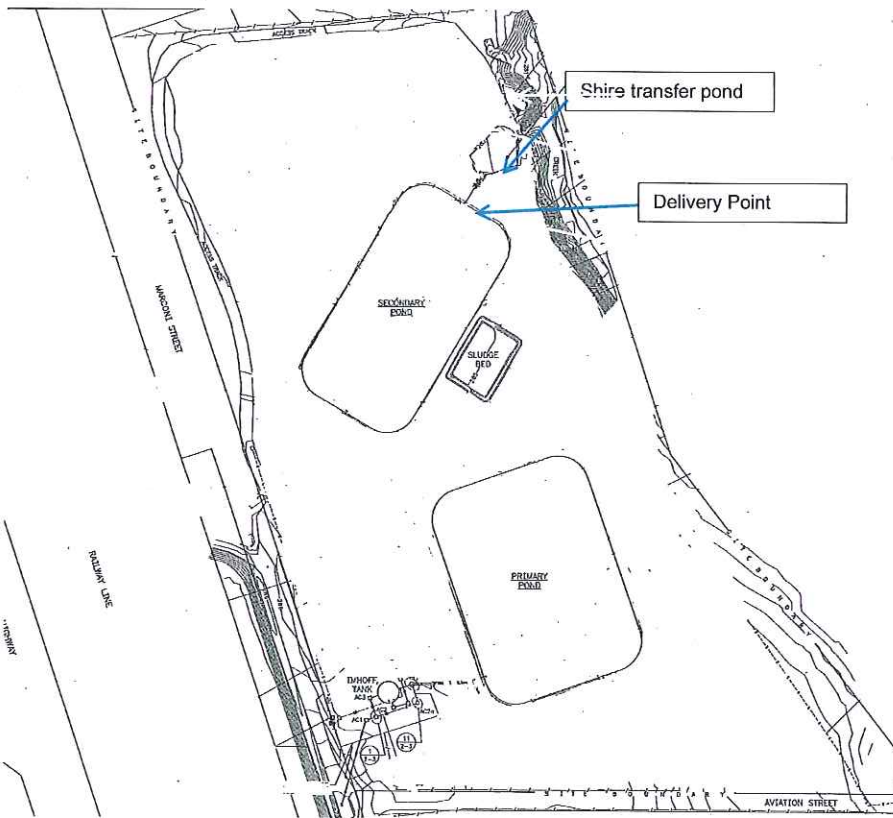
<b>Recipient</b>	Shire of Pingelly
<b>Recipient's Address</b>	17 Queen Street, Pingelly WA 6308
<b>Recipient's Representative</b>	Chief Executive Officer
<b>Corporation's Address</b>	P O Box 100 Leederville WA 6007
<b>Entitlement</b>	100% of flow from the WWTP (average daily flow 120kL)
<b>Entitlement Review Times</b>	Annually from the date of execution of this Agreement.
<b>Corporation's Infrastructure obligations</b>	Operate and maintain WWTP infrastructure to the Delivery Point.
<b>Recipient's Infrastructure obligations</b>	The Recipient to take ownership of components beyond the nominated point of delivery and assume ongoing operation and maintenance of these works.
<b>Term</b>	10 years with effect from the date of execution of this Agreement
<b>Permitted Uses</b>	Irrigation of the Shire sports oval at Lot 23983, Pingelly
<b>Delivery Point</b>	At the discharge point from the WWTP to the Shire transfer pond located on Reserve 37582 Marconi Street, Pingelly WA 6308 as shown at Annexure A – Plan (1).
<b>Wastewater Treatment Plant</b>	Pingelly WWTP located on Reserve 37582 Marconi Street, Pingelly WA 6308.

**Schedule 2 – Quality Standards of Recycled Water**

	Unit	Target
PH	Units	6.5-8.5
Suspended Solids	mg/l	<80
BOD	mg/l	<30
Total Nitrogen	mg/l	<40
Total Phosphorus	mg/l	<10

### Annexure A – Plan (1)

#### Delivery Point at WWTP



**Annexure A – Plan (2)**



Wastewater transfer from WTP to Shire storage dam, storage tank and irrigation area

**Executed by the parties as an agreement:**

Signed for  
**Water Corporation**  
by a duly authorised officer  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Witness

Authorised Officer

\_\_\_\_\_  
\_\_\_\_\_  
Name (please print)

Name (please print)

\_\_\_\_\_  
\_\_\_\_\_  
Date

Date

**The common seal of  
the Shire of Pingelly  
is affixed to this  
document:**

\_\_\_\_\_  
\_\_\_\_\_  
Witness

Authorised Officer

\_\_\_\_\_  
\_\_\_\_\_  
Name (please print)

Name (please print)

\_\_\_\_\_  
\_\_\_\_\_  
Date

Date



# **Attachment 3**

## **11.3.5 Record Keeping Plan**





**Shire of Pingelly**

**RECORDKEEPING  
PLAN**

**2015**

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## Introduction

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This document is presented to the State Records Commission in accordance with Section 28 of the *State Records Act 2000* (the Act). Section 28 (5) of that Act requires that no more than 5 years must elapse between approval of a government organization's Recordkeeping Plan and a review of it.

State Records Commission (SRC) Standard 1 – *Government Recordkeeping* requires that government organizations ensure that records are created, managed and maintained over time and disposed of in accordance with principles and standards issued by the SRC. SRC Standard 2 – *Recordkeeping Plans* comprises six recordkeeping principles each of which contains minimum compliance requirements.

The purpose of this Recordkeeping Plan is to set out the matters about which records are to be created by the Pingelly and how it is to keep its records. The Recordkeeping Plan is to provide an accurate reflection of the recordkeeping program within the organization, including information regarding the organization's recordkeeping system(s), disposal arrangements, policies, practices and processes. The Recordkeeping Plan is the primary means of providing evidence of compliance with the Act and the implementation of best practice recordkeeping within the organization.

The objectives of the Pingelly RKP are to ensure:

- Compliance with Section 28 of the *State Records Act 2000*;
- Recordkeeping within the Local Government is moving towards compliance with State Records Commission Standards and Records Management Standard AS ISO 15489;
- Processes are in place to facilitate the complete and accurate record of business transactions and decisions;
- Recorded information can be retrieved quickly, accurately and cheaply when required; and the
- Protection and preservation of the Local Government's records.

In accordance with Section 17 of the Act, the Pingelly and all its employees are legally required to comply with the contents of this Plan.

This Recordkeeping Plan applies to all of the Shire's:

- Employees;
- Contractors;
- Organizations performing outsourced services on behalf of the Pingelly; and
- Elected members.

**NOTE:** *The policy approach of the State Records Commission in monitoring the recordkeeping obligations in respect to Local Government elected members is:*

***“In relation to the recordkeeping requirements of local government elected members, records must be created and kept which properly and adequately record the performance of member functions arising from their participation in the decision making processes of Council and Committees of Council.*”**

***This requirement should be met through the creation and retention of records of meetings of Council and Committees of Council of local government and other communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business.***

***Local governments must ensure that appropriate practices are established to facilitate the ease of capture and management of elected members' records up to and including the decision making processes of Council.***

*Local Governments are to address the management of elected members government records in accordance with this policy, in their Recordkeeping Plans.*

This Recordkeeping Plan supersedes *the Shire of Pingelly Record Keeping Plan of 18 February 2004* and applies to all records created or received by any of the above parties, regardless of:

- Physical format;
- Storage location; or
- Date created.

For the purposes of this RKP, a record is defined as meaning “any record of information however recorded” and includes:

- (a) any thing on which there is writing or Braille;
- (b) a map, plan, diagram or graph;
- (c) a drawing, pictorial or graphic work, or photograph;
- (d) any thing on which there are figures marks, perforations, or symbols, having meaning for persons qualified to interpret them;
- (e) any thing from which images, sounds, or writings can be reproduced with or without the aid of anything else; and
- (f) any thing on which information has been stored or recorded, either mechanically, magnetically, or electronically.”

*(State Records Act, 2000)*

## 1. Principle One: Proper and Adequate Records

---

*Government organizations ensure that records are created and kept which properly and adequately record the performance of the organization's functions and which are consistent with any written law to which the organization is subject when performing its functions.*

### 1.1 Historical Background

The Moorumbine (alternative spelling "Mourambine") townsite was gazetted on 24 April 1884 and the Pingelly-Mourambine Road Board established in 1904. The growth and development of the Pingelly townsite which was gazetted on 4 February 1898 marked the beginning of Moorumbine's gradual decline. Consequently, in 1913, the Road Board name was altered from 'Pingelly-Mourambine' to 'Pingelly'. In July 1961 with the passing of the *Local Government Act 1960*, the 'Road Board', as such ceased to exist and became known as the 'Shire of Pingelly'.

The Shire of Pingelly has undergone several boundary changes in its history including Ward and Electoral boundaries. From October 2007, the Shire was no longer divided into wards. The eight Councillors now represent the entire Shire. Effectively, these changes have not significantly impacted on the operational structure of the Local Government.

### 1.2 Strategic Focus and Main Business Activity

#### Vision

Pingelly, a sustainable community, where natural beauty and economic diversity provide opportunities for all

#### Mission

To enhance the quality of life for the people of Pingelly through the provision of leadership, services and infrastructure (these roles are outlined below).

#### Values

- Accountability
- Integrity
- Professionalism
- Team work
- Leadership

#### Local Government's Roles

Local governments operate under Statute but also with some discretion. The primary roles the Shire of Pingelly has in contributing to the community vision are:

##### **Leadership, services and infrastructure**

Council has a role as civic leader in the community. With strong leadership and community support, the Council can achieve much more than just through its own direct service delivery. For example, forming an economic development strategy with business leaders and other stakeholders is an act of civic leadership, facilitating better outcomes through "joined up" strategy and action.



Another key aspect of the leadership role is influencing the decisions of others who do or can contribute to positive community outcomes in Pingelly. Advocacy to State government for recognition, funding, favourable policies or other forms of support is a good example of this role.

This includes services like parks and gardens, roads, footpaths, drainage, recreation and cultural facilities, events, and business services.

Some services are based on infrastructure like parks and playgrounds, roads and buildings. So maintenance and renewal of those infrastructure assets is a vital role.

Other services are non-asset based, such as events and business services.

In some cases, local government steps in to provide vital community services where there is a shortfall or absence in the market or in State or Commonwealth government provision. A common example of this in the Wheatbelt is subsidising medical services in one form or another.

Regulation is a special case of non-asset based service delivery. Local governments have specific regulatory responsibilities that are vital for community wellbeing. For example, they have a regulatory and enforcement role in public health (e.g. licensing and monitoring food premises), the appropriateness and safety of new buildings, and the use of land. These areas are subject to regulation because they have the potential to impose costs or adverse effects on others (e.g. food poisoning, injuries or hazardous activities too close to population). In many cases the rights of those wishing to operate and the rights of those who may be affected or consider themselves to be affected is a delicate balancing act. That is why local democracy is involved in deciding such matters.

### **1.3 Functions, including those outsourced**

The Shire of Pingelly provides for the good governance of the community in its district, through its legislative and executive functions. The services of the Shire of Pingelly are available to all customers, free from any form of discrimination. The functions and activities of the Shire of Pingelly (including those contracted out to other organisations) can be broadly described as outlined in Appendix 1.

### **1.4 Major Stakeholders**

The Shire of Pingelly recognises employees, residents, ratepayers, the general public and Elected Members as its major stakeholders.

The Shire recognises and supports the activities of those groups that also provide services to residents, including community groups, the business community and State and Federal Government agencies.

### **1.5 Enabling Legislation**

The Shire of Pingelly is constituted as a district under the Local Government Act 1995. The general function of a local government is to provide for the good

government of people living and working within its district and includes legislative and executive powers and responsibilities.

Using its legislative powers, a local government may make local laws prescribing all matters that are required or permitted to be prescribed by a local law, or are necessary or convenient to be so prescribed for it to perform any of its functions under the Local Government Act.

The local government's executive powers involve administering its local laws and doing other things that are necessary or convenient to be done for, or in connection with, performing its functions under the Local Government Act, including the provision of services and facilities.

**1.6 Legislation and Regulations Administered by the Pingelly**

The Shire of Pingelly is wholly or partly responsible for administering the legislation and regulations outlined in Appendix 2.

**1.7 Other Legislation Affecting the Pingelly**

The legislation and regulations listed in Appendix 3 also affect the functions and operations of the Shire of Pingelly.

**Major Government Policy and/or Industry Standards**

Refer to Appendix 4 for government and industry standards and codes of practice which have been imposed upon or adopted by the Shire of Pingelly.

## **2. Principle Two: Policies and Procedures**

---

*Government organizations ensure that recordkeeping programs are supported by policy and procedures.*

### **2.1 Records Management Systems**

- The Shire of Pingelly uses a manual records management system.
- A hybrid system is used with a combination of a paper filing system being used along with corresponding electronic files, with documents either saved or scanned into the electronic folders. Keywords for Council's is used to classify, title and index Council records.
- The current record management system was implemented in 2012.
- The Shire of Pingelly is currently examining a number of electronic record systems with a view to possibly introducing a new system in the near future;

### **2.2 Records Management Policy and Procedures**

The creation and management of records is coordinated by the Shire's Customer Service Officer.

For the recordkeeping policy and procedures of the Pingelly please refer to Appendix 5.

**Table 2.1**

<p align="center"><b>Recordkeeping Activities for the management of hard copy records and covered in the Shire's Policies and Procedures</b></p>	<p align="center"><b>YES</b></p>	<p align="center"><b>NO</b></p>
<p><b>Correspondence capture and control</b> – including incoming and outgoing mail registration; responsibilities assigned for classifying, indexing and registration; file titling and file numbering conventions. Include specific provisions for capture and control of Elected Members' correspondence.</p>	<p align="center">✓</p>	
<p><b>Digitization</b> – including categories of records digitized; disposal of source records; digitization specifications. See <i>General disposal authority for source records</i>; <b>NB:</b> <i>This procedure is only required where the organization intends to dispose of source records prior to the expiration of the approved minimum retention period after digitising.</i></p>	<p align="center">✓</p>	
<p><b>Mail distribution</b> – including frequency, tracking mechanisms and security measures.</p>	<p align="center">✓</p>	
<p><b>File creation and closure</b> – including assigned responsibility and procedures for both physical and automated file creation.</p>	<p align="center">✓</p>	
<p><b>Access to corporate records</b> – procedures for access to and security of corporate records.</p>	<p align="center">✓</p>	
<p><b>Authorised disposal of temporary records and transfer of State archives to the State Records Office (SRO)</b> – any assigned responsibilities.</p>	<p align="center">✓</p>	
<p><b>Electronic records management</b> – including the organization's approach and methodology for the capture and management of its electronic records (e.g. print and file, identification of the official record, use of EDRMS, hybrid system etc).</p>	<p align="center">✓</p>	
<p><b>Email management</b> – including the capture, retention and authorised disposal of email messages to ensure accountability. Should indicate whether the organization is utilising a document management system or hard copy records system (e.g. print and file, identification of the official record, use of EDRMS, hybrid system etc.)</p>	<p align="center">✓</p>	
<p><b>Website management</b> – i) including guidelines to determine which is the complete and accurate record, particularly in regard to the purpose of the site (e.g. whether informational/transactional).  ii) Responsibility for the website and strategies implemented for the management of the website over time, including capture of periodic snapshots of the site and mechanisms for recording website amendments.</p>	<p align="center">✓</p>	
<p><b>Metadata management</b> – including authority for the capture and control of metadata.</p>	<p align="center">✓</p>	

<b>Recordkeeping Activities for the management of hard copy records and covered in the Shire's Policies and Procedures</b>	<b>YES</b>	<b>NO</b>
<b>System/s management</b> – including any delegations of authority for the control and security of systems utilised by the organization (e.g. provision of access to systems through individual logins and passwords, protection of servers etc).	✓	
<b>Migration strategy</b> – strategies planned or in place for migrating information and records over time (e.g. through upgrades in hardware and software applications, and any assigned responsibilities) for long-term retention and access. <i>See Public Records Policy: 8 – Policy for the ongoing management of electronic records designated as having archival value.</i>	✓	

**2.3 Certification of Policies and Procedures**

Evidence of formal authorisation that the policies and procedures are in place and promulgated throughout the Pingelly is provided by the copy of the certification document signed by the CEO. Please refer to Appendix 5.

**2.4 Evaluation of Policies and Procedures**

The recordkeeping policies and procedures for the Pingelly cover all categories identified in Principle 2 of SRC Standard 2 and are assessed as operating efficiently and effectively across the Pingelly.

### **3. Principle Three: Language Control**

---

*Government organizations ensure that appropriate controls are in place to identify and name government records.*

#### **3.1 Keyword for Councils Thesaurus Implemented**

The Pingelly has adopted and implemented the Keyword for Councils thesaurus for the titling of all its records.

#### **3.2 File Plan**

The Pingelly has developed a file plan to control the titling of records. The list of subject headings covers both administrative and functional records. The list of subject headings is attached (please refer to Appendix 6).

#### **3.2 Assessment of its Effectiveness**

The list of subject headings operates well within the Pingelly. It covers both administrative and functional activities of the Pingelly, is available for use by all staff and information can be filed and found without difficulty. This tool will be adjusted to reflect changes to the functions and activities of the Pingelly as may occur from time to time.

## 4. Principle Four: Preservation

---

*Government organizations ensure that records are protected and preserved*

For the *Disaster Management Plan/Records Disaster Recovery Plan [delete as appropriate]* for the Pingelly please refer to Appendix 7.

*[Note: Where records disaster recovery strategies have been incorporated into an organization wide Disaster Management Plan (DMP), Appendix 7 may include only that relevant section of the DMP, if it demonstrates that all elements of the Assessment of Risks, Assessment of the Impacts of Disasters and Strategies for Prevention and Response have been addressed, the roles and responsibilities for all employees are defined, the organizational scope of the plan has been addressed eg applicability to regional offices or outsourced contractors, and the plan has been authorised at an appropriate senior level and is available to all employees.]*

### 4.1 Assessment of the Risks

#### 4.1.1 On Site Storage

The Shire of Pingelly has its current, active and inactive records located onsite at the Shire of Pingelly Administration Office.

The Administration Office is equipped with an alarm system with a code only known by Administration staff and the Cleaner. Air-conditioning operates during office hours. There is no fire detection/suppression system in place.

Current, active files are kept in a fire retardant strong room (approx. 3m x 6m) with wooden shelving. Vital documents and archival records are stored in an adjacent fireproof safe (approx. 2m x 2m) with a combination of metal and wooden shelving. During working hours, all files are accessible by Administration staff with both the strong room and the safe locked at the close of business. Out of office hours, only authorised senior staff have key access to the safe.

Personnel files are stored in a locked metal filing cabinet in the main office to which only the Chief Executive Officer, the Executive Manager Corporate Community Services and the Senior Finance Officer have key access.

Inactive records are stored in a separate fire retardant room.

The main disaster threatening records stored onsite comes from fire with storm/water damage, burglary resulting in theft and/or vandalism, internal interference and electrical damage also posing risk. With the onsite storage conditions as described, the risk is assessed as medium.

#### 4.1.2 Offsite Storage

The Shire of Pingelly has limited non-current and inactive records located in an offsite storage facility at the Shire of Pingelly Works Depot.

The records are stored in a sea container shed at the Depot with air-conditioning and shelving for records stored in day boxes. The container is

sealed to prevent the entry of dust and vermin. There is no alarm system installed. The records can only be accessed by authorised persons who have access to the relevant key.

The main disasters threatening records stored at the offsite records storage facility comes from fire. Storm damage, burglary resulting in theft and/or vandalism and vermin or pests are also potential threats.

With the offsite storage conditions as described, the risk is assessed as medium.

#### **4.1.3 Storage of Archives**

The Shire of Pingelly follows the requirements of the State Records Office of processing archives for transferal five years after the file upon which it is stored is closed. Currently it is not possible, due to space restrictions at the State Records Office. The Shire of Pingelly uses the General Disposal Authority for Local Government Records to designate what is archival and what is of temporary or permanent (to be stored in the Shire of Pingelly's storage area) value.

#### **4.1.4 Storage of Backups**

Electronic backups of the Pingelly's computer records are held both onsite and offsite. Weekly and monthly backups are maintained and stored by Council's IT support provider.

#### **4.1.5 Quantity of Records**

The Pingelly has custody of:

- 15.85 linear metres of temporary records stored onsite;
- 59.95 linear metres of temporary records stored offsite; and
- 10.00 linear metres of State archives (rate books) offsite.

#### **4.1.6 Security and Access**

The Shire of Pingelly has its electronic backups done twice per working day at the Shire of Pingelly Records Storage Room. Features of this room include:

- A secure room with one access door and no windows;
- Air conditioning 24 hours per day.

#### **4.2 Assessment of the Impacts of Disasters**

As stated previously, the risk of a disaster occurring to the records of the Pingelly has been assessed as medium. The impact of a disaster on the organization's records has therefore been assessed as medium. There are sufficient strategies in place to ensure that business activities of the organization are not unduly affected in the event of the more likely disaster occurring.

The Shire of Pingelly does not currently have a Records Disaster Management Plan. It is expected that one will be prepared prior to 30 December 2015.



### **4.3 Strategies in Place for Prevention and Response**

The following strategies have been implemented by the Shire of Pingelly in order to reduce the risk of disaster and for quick response should a disaster occur:

- All computer server equipment kept within the confines of the Shire Administration Office in the strong room.
- Only authorised and authenticated user's access computer server data storage. All authentications are performed on a username and password basis.
- The Shire Administration Office is secured by an alarm system with a coded door lock.
- Electronic records are effectively duplicated, however hard copies are stored but not duplicated. In the event of a natural disaster or other catastrophe, the only other source of records would be that contained by electronic medium.
- Legal documents (contracts, leases, titles, deeds) are stored in lever arch files located in a fireproof safe which is secured.

#### **4.3.1 Vital Records Program**

A vital records program has been developed for the Shire of Pingelly. Vital records have been identified as follows:

- Insurance policies
- Certificate of Incorporation
- Corporate seals
- Deeds
- Contracts
- Leases
- Loan agreements
- Computer software programs

Vital records in hard copy are stored in a fireproof safe, accessible to Administration staff during office hours. These records will be copied and the copies placed on the relevant files to be used for all normal business activities.

#### **4.3.2 Back-up Procedures for Electronic Records**

Electronic records of the Pingelly are backed up twice daily. The back-ups are stored offsite. Two tapes are rotated on alternating days by two staff members. The backups are tested daily and monitored by Council's IT Support Service. Records are kept indefinitely with weekly and monthly files being compiled at the end of each period.

#### **4.3.3 Security**

The following security measures have been implemented by the Pingelly to prevent unauthorized access to records:

- Hard copy records are stored in a locked/secure room accessible only to records staff.
- Hard copy records stored offsite are located at 1 Paragon Street, Pingelly. The storage is temperature controlled and sealed to prevent the entrance of dust and vermin.

- Electronic records have varying degrees of access depending on delegations assigned to staff within the organization. Electronic records are backed up on a regular basis as described previously.

#### **4.3.4 Storage Reviews**

The records storage facility utilised by the Pingelly is reviewed regularly (annually) to ensure that conditions are appropriate for the organization's records, with the last review occurring in February 2015. As a result of that review a large number of records have been sentenced for destruction and records were relocated to the archive from the administration office.

#### **4.3.5 Recovery of Lost Information**

The Pingelly has developed a set of quick response strategies to recover lost information, in all formats, should a disaster occur. This includes keeping records in both electronic and paper format, with archives located at a separate site to the administration office and backups of electronic records being stored offsite. Additionally the Shire of Pingelly's IT systems have been upgraded with extra provision having been made for support in times of an emergency. The Shire also has insurance coverage to allow recovery activities to be contracted out when should a major disaster occur.

#### **4.4 Identified Areas for Improvement**

Strategies and documentation to be reviewed annually to ensure effectiveness.

## **5. Principle Five: Retention and Disposal**

---

Government organizations ensure that records are retained and disposed of in accordance with an approved disposal authority.

### **5.1 General Disposal Authority for Local Government Records**

The Shire of Pingelly uses the General Disposal Authority for Local Government Records, produced by the State Records Office, for the retention and disposal of its records.

#### **5.1.1 Disposal of Source Records**

The Shire of Pingelly has established procedures to scan all incoming, hard copy, correspondence in accordance with the requirements of the General Disposal Authority for Source Records. While original documents are scanned to electronic files, the document will continue to be treated as an original document and be retained and disposed of as required under the General Disposal Authority for Local Government. Refer to Attachment 6 for full documentation of scanning procedures, quality control and other processes.

### **5.2 Other Disposal Authorities**

Not applicable.

### **5.3 Existing Disposal Lists**

The Shire of Pingelly has two approved disposal lists, one in 1992 and one in 1995. Their State Records Office registration numbers are DL 19992046 and DL 1995029 and they covered a range of Shire records, mainly accounting records and permits.

### **5.4 Restricted Access Archives**

The Pingelly does not have any State archives to which it intends to restrict access when they are transferred to the SRO.

### **5.5 Archives not Transferred to the SRO**

The Pingelly has not identified any State archives that will not be transferred to the SRO for permanent preservation.

### **5.6 Disposal Program Implemented**

The Shire of Pingelly has implemented the General Disposal Authority for Local Government Records and conducts a regular disposal program on an annual basis. Other ad-hoc disposal is done continually throughout the year as required. A permanent register is kept of all records of all records disposed of, including signed authority forms.

### **5.7 Authorisation for Disposal of Records**

Before any temporary records are destroyed or State archives are transferred to the SRO, a list of those records due for destruction or transfer is reviewed by the CEO.

### **5.8 Identified Areas for Improvement**

No areas for improvement with regard to the disposal of records has been identified.

## 6. Principle Six: Compliance

*Government organizations ensure their employees comply with the record keeping plan.*

### 6.1 Staff Training, Information Sessions

The Pingelly has implemented the following activities to ensure that all staff are aware of their recordkeeping responsibilities and compliance with the Recordkeeping Plan:

**Table 6.1**

<b>Activities to ensure staff awareness and compliance</b>	<b>YES</b>	<b>NO</b>
Presentations on various aspects of the Local Government's recordkeeping program are conducted. These are delivered to all staff on a regular basis.	✓	
In-house recordkeeping training sessions for staff are conducted.	✓	
From time to time an external consultant is brought in to run a recordkeeping training session for staff. Staff are also encouraged to attend training courses outside the organization whenever practicable.	✓	
Staff information sessions are conducted on a regular basis for staff as required.	✓	
The Local Government provides brochures or newsletters to publish recordkeeping information, highlight issues, or bring particular recordkeeping matters to staff attention.	✓	
The Local Government's Intranet is used to publish recordkeeping information, highlight issues, or bring particular recordkeeping matters to staff attention.	✓	
The Local Government's Induction Program for new employees includes an introduction to the Local Government's recordkeeping system and program, and information on their recordkeeping responsibilities.	✓	

Coverage of the training/information sessions as detailed here extends to all administration and management staff. However, records management staff are offered more frequent and more specialised training where required.

Please refer to Appendix 9.

### 6.2 Performance Indicators in Place

The following performance indicators have been developed to measure the efficiency and effectiveness of the Pingelly's recordkeeping systems:

Proposed performance indicators include:

- Percentage of correspondence registered or captured into the Recordkeeping system;
- Speed of distribution of mail; and
- Percentage of accurate retrieval of information.

**6.3 Agency's Evaluation**

On the basis of a survey of staff satisfaction, the recordkeeping systems are assessed as being efficient and effective within the organization.

**6.4 Annual Report**

An excerpt from the Pingelly's latest Annual Report is attached, demonstrating the organization's compliance with the State Records Act 2000, its Recordkeeping Plan and the training provided for staff. Please refer to Appendix 7.

**6.5 *Identified Areas for Improvement***

The Shire of Pingelly will be conducting a full review of the operation of the Record Keeping System in the first half of 2015, with the aim of identifying issues and refining processes to address identified issues.

## **7. SRC Standard 6: Outsourced Functions**

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*The purpose of this Standard, established under Section 61(1)(b) of the State Records Act 2000, is to define principles and standards governing contracts or arrangements entered into by State organizations with persons to perform any aspect of record keeping for the organization.*

*State organizations may enter into contracts or other arrangements whereby an individual or an organization is to perform a function or service for the State organization, or act as the State organization's agent to deliver services to clients, or for the State organization's own use. The general term 'outsourcing' is used for such arrangements.*

*Contractual arrangements should provide that the contractor create and maintain records that meet the State organization's legislative, business and accountability requirements.*

### **7.1 Outsourced Functions Identified**

Refer to Appendix 1 for those functions outsourced.

### **7.2 Recordkeeping Issues included in Contracts**

Refer to Appendix 11 for excerpts of clauses addressing recordkeeping issues in contracts for outsourced functions.

#### **7.2.1 Planning**

The Shire of Pingelly includes the creation and management of proper and adequate records of the performance of the outsourced functions detailed above, in the planning process for the outsourced functions.

#### **7.2.2 Ownership**

The Shire of Pingelly has ensured that the ownership of State records is addressed and resolved during outsourcing exercises. Where possible this will be included in the signed contract/agreement.

#### **7.2.3 Control**

The Shire of Pingelly has ensured that the contractor creates and controls records in electronic or hard copy format, in accordance with recordkeeping standards, policies, procedures and guidelines stipulated by the Shire of Pingelly.

#### **7.2.4 Disposal**

The disposal of all State records which are the product of or are involved in any contract with the Shire of Pingelly and a contractor will be disposed of in accordance with the General Disposal Authority for Local Government Records, produced by the State Records Office.

#### **7.2.5 Access**

Conditions for the provision of access to any State records produced in the course of the contract/s have been agreed between the Pingelly and the contractor.

### **7.2.6 Custody**

Custody arrangements between the Shire of Pingelly and the contractor/s for State records stored on and off site by the contractor/s are to be specified in the contract/s.

### **7.2.7 Contract Completion**

All arrangements regarding record custody, ownership, disposal and transfer upon the completion of the *contract/s are specified in the contract.*

- Records to be returned to the Shire of Pingelly.

### **7.3 Identified Areas for Improvement**

While no issues have been identified at the present time, the Shire of Pingelly will continue to address record keeping requirements when negotiating new contracts.

## APPENDIX 1

## Functions of the Local Government

<i>Function</i>	<i>Brief Description of LG Function</i>	<i>Performed by the LG</i>  <i>Tick If Yes</i>	<i>Performed by an External Agency</i>  <i>Tick If Yes</i>
Commercial Activities	The function of competing commercially or providing services to other local governments or agencies on a fee for service basis. Includes undertaking activities on a consultancy or contract basis.		✓
Community Relations	The function of establishing rapport with the community and raising and advancing the Council's public image and its relationships with outside bodies, including the media and the public.	✓	
Community Services	The function of providing, operating or contracting services to assist local residents and the community.	✓	
Corporate Management	The function of applying broad systematic planning to define the corporate mission and determine methods of the LG's operation.	✓	
Council Properties	The function of acquiring, constructing, designing, developing, disposing and maintaining facilities and premises owned, leased or otherwise occupied by the LG.	✓	
Customer Service	The function of planning, monitoring and evaluating services provided to customers by the council.	✓	
Development & Building Controls	The function of regulating and approving building and development applications for specific properties, buildings, fences, signs, antennae, etc. covered by the Building Code of Australia and the Environment Protection Authority (EPA).	✓	
Economic Development	The function of improving the local economy through encouragement of industry, employment, tourism, regional development and trade.	✓	
Emergency Services	The function of preventing loss and minimising threats to life, property and the natural environment, from fire and other emergency situations.	✓	
Energy Supply & Telecommunications	The function of providing infrastructure services, such as electricity, gas, telecommunications, and alternative energy sources.		✓
Environmental Management	The function of managing, conserving and planning of air, soil and water qualities, and environmentally sensitive areas such as remnant bushlands and threatened species.		✓
Financial Management	The function of managing the LG's financial resources.	✓	
Governance	The function of managing the election of Council representatives, the boundaries of the LG, and the terms and conditions for elected members.	✓	
Government Relations	The function of managing the relationship between the Council and other governments, particularly on issues which are not related to normal Council business such as Land Use and Planning or Environment Management.	✓	
Grants & Subsidies	The function of managing financial payments to the LG from the State and Federal Governments and other agencies for specific purposes.	✓	
Information Management	The function of managing the LG's information resources, including the storage, retrieval, archives, processing and communications of all information in any format.	✓	
Information Technology	The function of acquiring and managing communications and information technology and databases to support the business operations of the LG.		✓



**APPENDIX 1****Functions of the Local Government**

<b>Function</b>	<b>Brief Description of LG Function</b>	<b>Performed by the LG Tick If Yes</b>	<b>Performed by an External Agency Tick If Yes</b>
Land Use & Planning	The function of establishing a medium to long term policy framework for the management of the natural and built environments.	✓	
Laws & Enforcement	The function of regulating, notifying, prosecuting, and applying penalties in relation to the Council's regulatory role.	✓	
Legal Services	The function of providing legal services to the LG.		✓
Parks & Reserves	The function of acquiring, managing, designing and constructing parks and reserves, either owned or controlled and managed by the LG.	✓	
Personnel	The function of managing the conditions of employment and administration of personnel at the LG, including consultants and volunteers.	✓	
Plant, Equipment & Stores	The function of managing the purchase, hire or leasing of all plant and vehicles, and other equipment. Includes the management of the LG's stores. Does not include the acquisition of information technology and telecommunications.	✓	
Public Health	The function of managing, monitoring and regulating activities to protect and improve public health under the terms of the Public Health Act, health codes, standards and regulations.	✓	
Rates & Valuations	The function of managing, regulating, setting and collecting income through the valuation of rateable land and other charges.	✓	
Recreation & Cultural Services	The function of LG in arranging, promoting or encouraging programs and events in visual arts, craft, music, performing arts, sports and recreation, cultural activities and services.	✓	
Risk Management	The function of managing and reducing the risk of loss of LG properties and equipment and risks to personnel.	✓	
Roads	The provision of road construction and maintenance of rural roads and associated street services to property owners within the LG area.	✓	
Sewerage & Drainage	The function of designing and constructing, maintaining and managing the liquid waste system, including drainage, sewerage collection and treatment, stormwater and flood mitigation works.	✓	✓
Traffic & Transport	The function of planning for transport infrastructure and the efficient movement and parking of traffic. Encompasses all service/facilities above the road surface and includes all forms of public transport.	✓	
Waste Management	The function of providing services by the LG to ratepayers for the removal of solid waste, destruction and waste reduction.	✓	
Water Supply	The function of managing the design, construction, maintenance and management of water supplies, either by the LG or by service providers.		✓

**APPENDIX 2****Legislation and Regulations that may be wholly or partly administered by Local Government, And Local Laws of the Local Government**

<i>Legislation, Regulations and Local Laws</i>	<i>Tick if YES, the LG administers</i>
Agriculture and Related Resources Protection Act 1976	✓
Building Regulations 2012	✓
Bush Fires Act 1954	✓
Bush Fire Regulations	✓
Caravan Parks and Camping Grounds Act 1995	✓
Caravan Parks and Camping Grounds Regulations 1997	✓
Cat Act 2011	✓
Cat Regulations 2012	✓
Cat (Uniform Local Provisions) Regulations 2013	✓
Dangerous Goods Safety Act 2004	✓
Disability Services Act 1993	✓
Dog Act 1976	✓
Dog Regulations 2013	✓
Environmental Protection Act 1986	✓
Environmental Protection (Noise) Regulations 1997	✓
Food Act 2008	✓
Food Regulations 2009	✓
Hairdressing Establishment Regulations 1972	✓
Health Act 1911	✓
Health Regulations	✓
Heritage of Western Australia Act 1990	✓
Land Administration Act 1997	✓
Litter Act 1979	✓
Liquor Control Act 1988	✓
Local Government Act 1995	✓
Local Government (Miscellaneous Provisions) Act 1960	✓
Local Government Grants Act 1978	✓
Local Government Regulations	✓
Main Roads Act 1930	✓
Parks and Reserves Act 1895	✓
Planning and Development Act 2005	✓
Radiation Safety Act 1975	✓
Radiation Safety Regulations	✓
Rates and Charges (Rebates and Deferments) Act 1992	✓
Rights in Water and Irrigation Act 1914	✓

<b>APPENDIX 2</b>	
<b>Legislation and Regulations that may be wholly or partly administered by Local Government, And Local Laws of the Local Government</b>	
<i>Legislation, Regulations and Local Laws</i>	<i>Tick if YES, the LG administers</i>
Residential Design Codes of WA 2010	✓
Road Traffic Act 1974	✓
Strata Titles Act 1985	✓
Telecommunications Act (Commonwealth) 1997	✓
Telecommunications (Low Impact Facilities) Determination 1997	✓
Transfer of Land Act 1893	✓
Valuation of Land Act 1978	✓
Waterways Conservation Act 1976	✓
<b>Local Laws of the Shire of Pingelly</b>	
Fire Control Matters Local Law	✓
Pest Plants Local Law	✓
Activities in Thoroughfares Local Law	✓
Dogs Local Law Consolidated	✓
Health Local Law Consolidated	✓
Local Government Property Local Law Consolidated	✓
Cemeteries Local Law Consolidated	✓

**APPENDIX 3**

**Other Legislation and Regulations affecting the functions and operations of the Local Government**

<i>Other Legislation and Regulations</i>	<i>Tick If Yes</i>
Building Services (Registration) Act 2011	✓
Criminal Code 1913	✓
Electronic Transactions Act 2011	✓
Equal Opportunity Act 1984	✓
Evidence Act 1906	✓
Freedom of Information Act 1992	✓
Freedom of Information Regulations 1993	✓
Industrial Awards	✓
Industrial Relations Acts (State and Federal)	✓
Interpretation Act 1984	✓
Limitation Act 1935, 2005	✓
Occupational Safety and Health Act 1984	✓
Occupational Safety & Health Regulations 1996	✓
Parliamentary Commissioner Act 1971	✓
State Records Act 2000	✓
State Records (Consequential Provisions) Act 2000	✓
State Records Commission Principles & Standards 2002	✓
Swan and Canning River Management Act 2006	✓
Workers Compensation and Injury Management Act 1981	✓

**APPENDIX 4**

**Government & Industry Standards and Codes of Practice that have been imposed upon or adopted by the Local Government**

<i>Government &amp; Industry Standards and Codes of Practice</i>	<i>Tick if Yes</i>
Australian Accounting Standards	✓
Australian Records Management Standard ISO/AS 15489-2002 Parts 1 & 2	✓
General Disposal Authority for Local Government Records	✓
National Competition Policy	✓



## SHIRE OF PINGELLY Recordkeeping Policy & Procedures

### POLICY

#### 9.1 Management of Council Records

##### Policy Description

The purpose of this Recordkeeping Policy is to define the principles that underpin the Shire of Pingelly's recordkeeping function and the roles and responsibilities of those individuals who manage or perform recordkeeping processes on behalf of the Shire. This policy establishes a framework for the reliable and systematic management of Shire's records in accordance with legislative requirements and best practice standards.

This policy applies to all government records created or received by a Shire of Pingelly employee, contractor or Elected Member, or an organisation performing outsourced services on behalf of the Shire of Pingelly, regardless of their physical format, storage location or date of creation.

##### 1. Custodianship of Records

The Shire of Pingelly recognises its records as a government-owned asset and will ensure that they are managed as such. Ownership and proprietary interest of records created or collected during the course of business (including those from outsourced bodies or contractors) is vested in the Shire of Pingelly.

##### 2. Roles and Responsibilities of Recordkeeping

**Elected Members:** All Elected Members are to create, collect and retain records relating to their role as an Elected Member for the Shire of Pingelly in a manner commensurate with legislation and the Shire's policies and procedures for recordkeeping. Originals or copies thereof shall be delivered to the Chief Executive

Officer for recording and safe keeping by the Shire of Pingelly. Party political and personal records of Elected Members are exempt.

**Chief Executive Officer:** The Chief Executive Officer is to ensure that an organisational system for the capture and management of records is maintained that is compliant with legislative requirements and best practice standards.

**Managers:** All Managers are to ensure recordkeeping policy and procedures are known and adhered to in their area of responsibility.

**All Staff:** All staff (including contractors) are to create, collect and retain records relating to Shire of Pingelly business activities they perform. They are to identify significant and ephemeral records, ensure significant records are captured into the Recordkeeping System and that all records are handled in a manner commensurate with legislation and the Shire's policies and procedures for recordkeeping.

### **3. Creation of Records**

All Elected Members, staff and contractors will create full and accurate records, in the appropriate format, of the Shire's business decisions and transactions to meet all legislative, business, administrative, financial, evidential and historical requirements.

### **4. Capture and Control of Records**

All records created and received in the course of Shire of Pingelly business are to be captured at the point of creation, regardless of format, with required metadata, into appropriate recordkeeping and business systems, that are managed in accordance with sound recordkeeping principles.

### **5. Security and Protection of Records**

All records are to be categorised as to their level of sensitivity and adequately secured and protected from violation, unauthorised access or destruction, and kept in accordance with necessary retrieval, preservation and storage requirements.

### **6. Access to Records**

Access to the Shire's records by staff and contractors will be in accordance with designated access and security classifications. Access to the Shire's records by the general public will be in accordance with the *Freedom of Information Act 1992* and Shire policy. Access to the Shire's records by Elected Members will be via the Chief Executive Officer in accordance with the *Local Government Act 1995*.

### **7. Appraisal, Retention & Disposal of Records**

All records kept by the Shire will be disposed of in accordance with the General Disposal Authority for Local Government Records, produced by the State Records Office of WA.

Refer to Recordkeeping Procedures Manual.

Adopted: 19 January 2005

Reviewed/Amended: 21 April 2010

# PROCEDURE

## Appraisal, Retention & Disposal of Records

---

All records kept by the Shire will be disposed of in accordance with the General Disposal Authority for Local Government Records, produced by the State Records Office of WA.

The Shire of Pingelly Recordkeeping Procedures have divided into the following sections:

1. Correspondence Capture and Control including Elected Members Records
2. Distribution
3. File Creation/Closure
4. Electronic Records Management
5. Email Management
6. Website Management
7. Metadata Management
8. Systems Management
9. Migration Strategy
10. Disposal

### 1. CORRESPONDENCE CAPTURE AND CONTROL INCLUDING ELECTED MEMBERS RECORDS

---

#### 1.1 Mail Management Procedures

- 1.1.1 Mail Opening  
The Customer Service Officer (CSO) generally opens the mail. In his/her absence, the Finance Officer (FO) will open the mail.
- 1.1.2 Mail Items Registered  
All correspondence with significant value, excluding those listed in the 'Mail Items Not Registered' section will be entered into the Recordkeeping System (RKS).
- 1.1.3 Mail Items Not Registered  
The following mail items will not be registered into the RKS:-
  - Catalogues, Price Lists, Brochures from other organisations
  - Unsolicited Letters or Promotional Material
  - Letters or Cards (appreciation, sympathy, greetings)
  - Publications from other organisations (annual reports, budgets)
- 1.1.4 Facsimile, Courier and Hand Delivered Mail  
All mail delivered by means other than the postal service must be forwarded immediately to the CSO for prompt registration into the RKS. Once registered into the RKS, the CSO will then distribute to the Chief Executive Officer (CEO) for review.
- 1.1.5 Private and Confidential Mail



Mail marked 'Private and Confidential' will be opened by the CSO for entering into the RKS if necessary.

**1.1.6 Incoming Mail**

The CSO must register all incoming mail into the RKS. Refer to Schedule A for detailed instructions on registering incoming mail.

**1.1.7 Outgoing Mail**

Council's File Plan should be used to create all outgoing correspondence. The CSO must register all outgoing mail into the RKS. Refer to Schedule B for detailed instructions on creating outgoing mail.

**1.2 Assigned Responsibility for Classifying, Indexing and Registration**

The assigned responsibility for classifying, indexing and registration of all records is the CEO, who has delegated this responsibility to the CSO.

**1.3 File Titling Conventions, File Numbering etc**

The authority for file titling and file numbering, is the CEO.

**2. DISTRIBUTION**

---

**2.1 Responsibilities Assigned**

The CSO is responsible for the distribution of mail.

The CSO is responsible for ensuring that staff follow correct procedures when retrieving files from the filing system.

**2.2 Frequency**

The mail is distributed on a daily basis, and the retrieval of files is based on an "as needs basis".

**2.3 Tracking Mechanisms**

The tracking mechanisms are as follows:

- (i) Any mail that is received is recorded into the RKS. Once the mail has been recorded, it is forwarded to the CEO, who then returns it to the CSO for distribution to the relevant Officer for action.

The CSO records any mail requiring action in the RKS which lists the responsible Officer. Each Monday, the 'Outstanding Documents Report' will be run. The CSO will run this report, which will identify which Officers have documents that are yet to be dealt with. The report will be circulated to all Officers, who will then respond to the CSO as to the status of the document. All items remain on the status report until they have been dealt with by the relevant Officer.

- (ii) The CSO is responsible for ensuring that any files removed from the filing system are signed for by the relevant Officer. The Officer is to complete the date, the name of the file and their signature/initials in a "Borrowed File Register" which is stored in the file storage area. This is to monitor the whereabouts of the files at all times. When an Officer returns the file, they are required to sign the file back along with the date it was returned.

## **2.4 Security Measures**

The security measures are as follows:

- (i) Incoming mail - nil
- (ii) The strong room and safe are locked at the close of business every day.

## **3. FILE CREATION/CLOSURE**

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### **3.1 Assigned Responsibility and Physical and /or Automated File Creation**

The assigned responsibility for file creation/closure is the CSO. This includes the physical and/or automated file creation. The Shire of Pingelly uses the Keywords for Council's naming convention for its files.

## **4. ELECTRONIC RECORDS MANAGEMENT**

---

### **4.1 Organisation's Approach and Methodology for the Management of its Electronic Records**

The Shire has replicated the paper file plan structure on the computer network directories. Staff are required to save all electronic documents in the appropriate directory with reference to the File Plan.

For easy identification and retrieval of files, all correspondence is titled using the following format:

yyyy-mm-dd Addressee – Subject – type of document

e.g. 2015-01-06 J Bloggs – Recordkeeping Plan – letter

Other documents which are year specific are to include the year at the beginning of the file name i.e. 2015 Australia Day Breakfast poster.

## **5. EMAIL MANAGEMENT**

---

### **5.1 Capture, Retention and Authorised Disposal of Email Messages to Ensure Accountability**

All emails of business nature (whether incoming or outgoing) must be forwarded to the CSO for appraisal. If the CSO deems the email to be of

significant value, the CSO will print a hard copy, assign a file number and enter it into the RKS. The hard copy will be filed accordingly.

Emails may be deleted only once hard copies have been taken.

## **6. WEBSITE MANAGEMENT**

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### **6.1 Responsibility for the Website**

The EA is responsible for the Shire website and is required to update the information on a regular basis. At present, the website is updated monthly or more frequently if required.

### **6.2 Strategies Implemented for the Management of the Website Over Time**

At present, there are no strategies in place for the management of the website over time. It is envisaged that the website will continue to be updated on a regular basis.

## **7. METADATA MANAGEMENT**

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### **7.1 Authority for Capture and Control of Metadata**

The authority for capture and control of metadata has been delegated to the Executive Manager Corporate Community Services (EMCCS) to ensure accessibility and readability of all electronic data.

## **8. SYSTEMS MANAGEMENT**

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### **8.1 Delegations of Authority for Control and Security of Systems**

The EMCCS is responsible for the control, security and updating of Council's software.

## **9. MIGRATION STRATEGY**

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### **9.1 Strategies Planned or In Place for Migrating Records**

There is no formal strategy in place for migrating records, but it is carried out on an "as needs basis" or in accordance with the General Retention and Disposal Schedule for Local Government.

### **9.2 Responsibility Assigned**

The CEO is responsible for migration of records.

### **9.3 Regularity**

The CEO endeavours to review the migration of documents on a semi-annual basis.

## **10. DISPOSAL**

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### **10.1 Responsibilities Assigned and Frequency of Disposal Program**

The CEO is responsible for the disposal of records and must authorise the destruction of all records. All records are disposed in accordance with the 'General Disposal Authority for Local Government Records'.

The disposal of records is carried out on an annual basis.

### **Schedule A: Registration of Incoming Mail**

---

The Customer Service Officer (CSO) will sort incoming mail into four groups: payments, invoices/statements, correspondence and mail items not required to be registered (see Procedures Item 1.1.3).

Payments are entered in the Inward Cheque Register and are processed. The following details are to be entered:

- Date of Receipt
- Cheque Number
- Bank
- Branch
- Drawer
- Amount
- Reference (i.e. Assessment Number; Invoice Number)

Invoices/statements are entered in the Inward Mail Register and handed to the Senior Finance Officer for processing and distribution.

Correspondence is stamped, assigned a file number and entered in the Inward Mail Register. The following details are to be entered:

- Date of Receipt
- Method of Delivery
- Date of Generation
- Author
- Originating Company/Organisation
- Addressee
- Topic/Subject
- File Number

The registered correspondence is then placed into the "Inward Mail" folder and passed to the Chief Executive Officer who will review. The CEO will indicate which Officer the mail should be distributed to and determine if the mail is likely to require actioning. If so, the CEO will indicate with a tick (✓) next to the file number. The mail is handed back to the CSO who will update the Inward Mail Register with details of the responsible Officer. If the mail has been marked as requiring actioning, the CSO will retrieve the relevant file from the filing system and attach the correspondence to the front of the file before distribution to the Officer.

Mail not required to be registered is placed in the "Unregistered Mail" folder and passed to the CEO for perusal. If the CEO determines that any item may be of interest to another Officer, he/she will forward that particular item to the relevant Officer. The remainder of the unregistered mail is returned to the CSO for disposal as appropriate.

## **Schedule B: Registration of Outgoing Mail**

---

When generating letters, Officers are required to assign a file number using Council's File Plan. Once signed, two copies are taken of each letter: one on coloured paper as a file copy and one on plain paper as a triplicate. The original letter is then placed in the "Outward Mail" tray, the triplicate copy in the "Triplicate" tray and the file copy in the applicable file tray for actioning by the CSO. The CSO will enter the outgoing letter into the "Outward Mail Register". The following details are to be entered:

- Date
- Addressee
- Company
- Contents
- Cheque Number (if applicable)
- Method of Delivery
- File Number
- Sender

File copies are placed on the appropriate file by the CSO on a weekly basis. Triplicate copies are filed on an "as needs" basis. They are filed alphabetically in a lever-arch file according to the company name or recipient's surname if the letter is addressed to an individual.

When generating a facsimile, Officers are again required to assign a file number. After faxing the document, the fax is placed in the appropriate file tray for filing. Officers are to also complete the "Fax Log" stored next to the fax machine. The following details are to be entered:

- Date
- Recipient
- Subject
- File Number
- Sender

The CSO will enter outgoing faxes into the "Outward Mail Register" at the completion of each page of the "Fax Log".

All outward emails of a business nature are to be "BCC'ed" to the CSO for entering into the "Outward Mail Register".

**APPENDIX 1: FILE CREATION REQUEST FORM**

Shire of Pingelly

Person Requesting  File:.....
Date:.....  <p style="text-align: center;"><b><i>Please complete this form and return to the Records Officer. Attach any documentation to be placed on the file.</i></b></p>

Please create a new file

A brief description of the records to be placed on this file:

.....  
.....

Suggested file title (up to four levels of title are allowed - the top two terms must be from the File Plan):

Level 1: .....

Level 2: .....

Level 3: .....

Level 4: .....

Home location for the file: .....

Related file numbers: .....

Please create an additional volume for file number .....

File number allocated: \_\_\_\_\_

Date Created: \_\_\_\_\_

File Registered

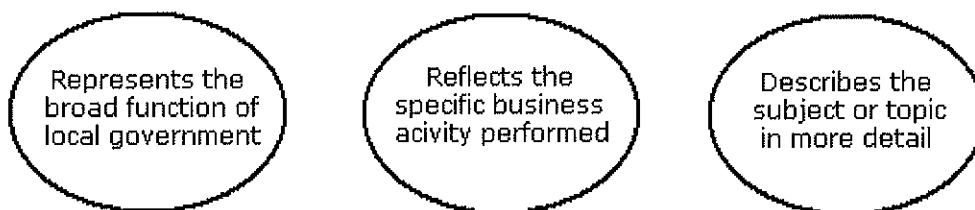
Physical file prepared

## APPENDIX 2: SAMPLE FILE TITLE

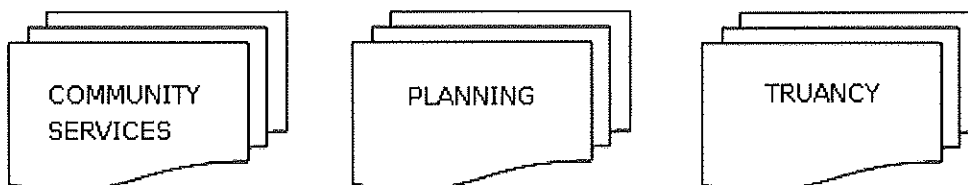
### CREATING A FILE TITLE - USING KEYWORD FOR COUNCILS



—————→  
Broad function (keyword) to specific business (activity) to subject (free text).



—————→  
Broad function (keyword) to specific business (activity) to subject (free text).



**APPENDIX 3: FILE CLOSED FORM**

Shire of Pingelly

**CLOSED FILE**

(No later dated documentation is to be attached to this file)

**FILE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FURTHER FILE:** \_\_\_\_\_

(All later documentation is to be attached to further file)

**CLOSED BY:** \_\_\_\_\_

**COMMENT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## APPENDIX 4: FILE TITLING EXAMPLES

**Example 1:** A letter issuing a refund for Workers Compensation contributions made by the Shire.

- A Refund of Workers Compensation contributions, is directly associated with Insurance.
- Go to Insurance in the KfC and you will find that it only has INSURANCE POLICIES.
- INSURANCE POLICIES is a subject descriptor and has broader terms of CLAIMS MANAGEMENT and Registration.
- You know that CLAIMS MANAGEMENT is not correct as you are holding a refund of contributions made by the Shire, not a claim.
- You then look at REGISTRATION, and the Scope Note confirms that this is correct as all you need to do is have somewhere that you can have a list/register of all your Insurance policies for a year (each individual policy is held on this file and becomes the list). You also discover that the Broader Term of REGISTRATION includes RISK MANAGEMENT.
- Reading the scope note of RISK MANAGEMENT you can see that this function/keyword addresses the issue of Insurance well.
- So now you have the title to two levels RISK MANAGEMENT – REGISTRATION - .
- So what do you use at the third level/subject descriptor? Would it be reasonable to have a whole file on a refund for your annual payment of Workers Compensation? And if not
- Would I need a file for all refunds? Does the Shire get enough refunds against insurance policies to make this useful or worthwhile?
- If the answer is no, then the next question to ask yourself is should I place the refund against the policy for which I am receiving a refund?
- If the answer is yes, then as you know all Local Government Insurance is managed through a single provider, then you should have a single annualised file for all Insurance Policies for each year.

If the answer is yes both questions and the title should be:

**Keyword** - RISK MANAGEMENT

**Activity Descriptor** - REGISTRATION

**Subject Descriptor** - Insurance Polices

**Free Text** - Local Government Insurance Scheme (LGIS) 2012

File title is displayed as below:

RISK MANAGEMENT - REGISTRATION – Insurance Polices          Local  
Government Insurance Scheme (LGIS) – 2012.

**Example 2:** – An application received for Liquor Consumption on a Council Property.

- Look at APPLICATIONS, you will find that it is not a suitable term for this type of Application and specifically none of the Broader Terms fit the type of function required for this type of Application.

- Think of a synonym to APPLICATIONS, e.g. Licence or Permits
- Look up LICENCE and you will see that it does not work either because the Shire does not provide a licence for this activity.
- Look up PERMITS and the scope note describes exactly what the Shire is trying to do.
- Now to get the Broader Term you will see that there is only one which fits functionally in the list of Broader Terms available against PERMITS and that is RECREATION AND CULTURAL SERVICES.
- Now you have two levels of file title, RECREATION AND CULTURAL SERVICES and PERMITS. So now you need the third level.
- As your self do you receive many of this type of PERMIT in a year or might you have other types of PERMITS which the Shire issues? If the answer is yes to both questions then creating a file just for Liquor Licence Permits is not advisable. Therefore consider using Free text as follows which will help make the file more usable and retrievable now and in the future - Issued by Shire of Pingelly during 2012-2017.

The file title should be as follows:

**Keyword** – RECREATION AND CULTURAL SERVICES

**Activity Descriptor** - PERMITS

**Subject Descriptor** – Not used

**Free Text** - Issued by Shire of Pingelly during 2012-2017

File title is displayed as below:

RECREATION AND CULTURAL SERVICES – PERMITS – Issued by the Shire of Pingelly during 2012- 2017.

**Samples, Presentations, Training Manuals**

**ANNOUNCEMENT**

The Shire of Pingelly is implementing a new file classification scheme, that is the titles for all files will now be derived from the Shire's copy of Keyword for Council (KfC).

The old Pingelly File Index will be available for reference purposes but not used to generate new files, new volumes or new parts. The generation of all new files, volumes and parts will take place through the Shire's New File Register. The New File Register can be found in the following server file; **T:\Keyword for Councils\File Register**. Please create a short cut on your desktop if you haven't got one already.

All old files will have a 'Closed File Sheet' containing the date the file was closed. **No documents dated after the date on the 'Closed File Sheet' can be added to these old files.** When you need to add a document after the date on the 'Closed File Sheet' you will need to create a new file using the procedure 'Creating Files Using Keywords for Council' which will be available after the 10 February 2012. In the meantime please contact Executive Manager Corporate Community Services (EMCCS) for assistance.

All staff receiving or creating new documents from 6 February will need to have new hard copy files created on which to place these documents. Please follow the instructions for creating new files as outlined above.

**IMPORTANT REMINDER**

With the exception of documents and information captured into Synergysoft, all, emails, Microsoft Word documents etc, created or received by you in the conduct of the Shire's business must be printed out and placed on the relevant hard copy file.

This will ensure you are meeting your individual and organisational obligations under the State Records Office, Principles and Standards 2002 and the State Records Act 2000.

It is accepted that many of you may not have realised that you were required to do this and whilst it may seem to be an impractical requirement, it is based on creating 'best evidence' and demonstrating that you have 'accurate, reliable and complete records and documents.

Currently, storing them electronically on the network drive or other places results in you not being able to demonstrate that you have created or captured 'accurate, reliable and complete records and documents' as documents on the network or other drives may be altered without anyone being able to confirm this has taken place.

### **Asking IRIS Questions**

First discuss the problem between the group of staff undertaking Records and Information Management Activities. Believe it or not, but you probably have the answer within your group. All you need to do is just start the discussion.

If you cannot resolve the issue then inform DCEO and he will let you know whether you can then call IRIS.

We will discuss the issue with you and see how to resolve the issue with you.

IRIS Consultants are:

- Gwen Buch – 9200 6261
- Celia Chesney - ??
- Gaynor Deal 9200 6251
- Sarah Scott 9200 6256

Gwen, Sarah and I all have lots of experience in the area of Local Government Records and Information Management. Celia is more knowledgeable about Strategic Information Management.

### **UP FRONT SENTENCING – SOME HINTS AND TIPS**

The GDA LGR is not the easiest Retention and Disposal Schedule or Authority to use.

You will have to look at the contents of the file and try your best to pick out the most appropriate R&D value.

#### **Things to bear in mind:**

If you get it wrong as long as you have erred on the side of caution, it is unlikely that there will be any serious consequences for the Shire or you as an individual.

Read all the Introductory pages of the General Disposal Authority for Local Government Records.

Remember to use both the Contents Pages and Index pages to help you navigate and find the correct term.

There are three main classifications:

- A = State Archive and belongs to the State.
- P = Permanent and although a State Record it must be retained permanently by the Shire.
- D = Means that after a specified period of time and all the authorisations and processes are received and followed the Shire may legitimately Destroy this file. There are rules around how to destroy and record the destruction etc.

If you cannot find a suitable classification or term in the schedule and are really stuck consider the following things:

- Is the file you are holding likely to hold information about something that will significantly impact on the State, Community or the Shire?
- Is the file you are holding likely to hold evidence that is of significant value to the State, Community or the Shire?
- Is the file you are holding of a fairly routine nature and something that will cease to be of any evidential or informational value after the matter is concluded?

Let the answers to these questions and the classifications, guide you to making the best choice of relevant disposal values (Ref No & Disposal Action) from the GDALGR with the information you have to hand.

Remember you are doing what is termed as 'Up Front Sentencing' and after the file eventually gets closed and as part of your regular Disposal Program you will need to review the original disposal decision made at the time the file was created. You will need to do this, because there may be some issue occurring during the life of the file which changes the value of the file. Examples are, where a issue goes from being routine and almost mundane to being controversial, such as Farmer A finds gold and oil on his property etc. Or person killed in a bush fire etc.



## INFORMATION SHEET

### State Records Office of Western Australia

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## Recordkeeping Responsibilities and You

The *State Records Act 2000* (the Act) governs recordkeeping within State and Local government organizations in Western Australia. Under the Act, every employee of a government organization (including temporary staff and contractors) will have some responsibility for creating and keeping records relating to their work.

### What is a record?

A **record** can be defined as any record of information, in any medium, including letters, files, emails, word processed documents, databases, photographs, and Twitter messages. **Government records** are those records created or received by a government organization, or by an employee or contractor in the course of their work for that organization.

### Why do I need to keep records?

Records provide evidence of what an organization has done, and why. Keeping records of business activity enables an organization to account for its actions, meet legislative requirements, and make informed and consistent decisions.

### What are my responsibilities as a government employee?

**Every employee** of a government organization (including temporary staff, contractors and consultants) has a responsibility to create records of their work for the government organization. While specific responsibilities will differ depending on the particular role, employees should ensure that records of their activities, transactions and decisions are captured on to the official record.

### When should I create a record?

A record should be created when an activity or transaction takes place, or a decision is made, which relates to the organization's business activity. If you are not sure whether to create a record, **ask yourself:**

- Does the matter relate to my work?
- Did I write, receive or send this in the course of my work?
- Is action required?
- Is this something I have used to do my work or to reach a decision?
- Will I need this information again?
- Will someone else need this information at some stage?

**If the answer is "yes" to any of these questions, a record should be created.**

### What do I do with records once they are created?

Records of business activity should be entered into the organization's official recordkeeping system. By doing this, records relating to particular work matters are kept together and are available for all relevant staff to refer to.

### **How long do I need to keep records?**

Records can only be disposed of in accordance with a disposal authority that has been approved by the State Records Commission. Employees **must not** dispose of records unless they are authorised to do so.

### **Further information:**

For assistance with recordkeeping responsibilities specific to your work, please contact the Records Manager within your organization **OR** contact the State Records Office on (08) 9427 3661 or via email at [sro@sro.wa.gov.au](mailto:sro@sro.wa.gov.au).

## **Shire of Pingelly Staff Induction Manual**

### ***Function of the Chief Executive Officer***

The role of Chief Executive Officer is defined in section 5.41 of the *Local Government Act* as:

The Chief Executive Officer's functions are -

- *Advise the Council in relation to the functions of a local government under this Act and other written laws;*
- *Ensure that advice and information is available to the Council so that informed decisions can be made;*
- *Cause Council decisions to be implemented;*
- *Manage the day to day operations of the local government;*
- *Liaise with the President on the local government's affairs and the performance of the local government functions;*
- *Speak on behalf of the local government if the President agrees;*
- *Be responsible for the employment, management, supervision, direction and dismissal of other employees;*
- *Ensure that records and documents of the local government are properly kept for the purpose of this Act and any other written law; and*
- Perform any other function specified or delegated by the local government or as imposed under this Act or any other written law as a function to be performed by the Chief Executive Officer.

The Chief Executive Officer acts as a conduit between Council and Staff.

The Chief Executive Officer is responsible to Council for the implementation of policies, decisions and budgeted work, the provision of timely and accurate advice and the efficient administration of the Shire of Pingelly.

Individual Councillors do not have the power to direct staff in the carrying out of day to day activities.



## INFORMATION SHEET

### State Records Office of Western Australia

## Local Government Elected Members' Records: Which records to capture?

The State Records Commission policy regarding the records of local government elected members requires the creation and retention of records of the: *"...communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business."*

This policy applies regardless of a record's format or where it was received.

Elected members **must** create and keep records of communications or transactions, which convey information relating to **local government business or functions**. These records should be forwarded to the local government administration for **capture into the official recordkeeping system**.

### Which records should be captured?

YES – forward to your local government administration	NO – do not need to be forwarded to your local government
<p><b>Communications from ratepayers</b>, such as:</p> <ul style="list-style-type: none"> <li>• complaints &amp; compliments;</li> <li>• correspondence concerning corporate matters;</li> <li>• submissions, petitions &amp; lobbying;</li> <li>• information for Council's interest relating to local government business activity &amp; functions.</li> </ul>	<p><b>Duplicate copies</b> – of Council meeting agenda, minutes &amp; papers.</p>
<p><b>Telephone, meetings &amp; other verbal conversations</b> – between an elected member and another party, regarding local government projects or business activities.</p>	<p><b>Draft documents or working papers</b> – which are already captured at the local government.</p>
<p><b>Work diaries</b> – containing information that may be significant to the conduct of the elected member on behalf of the local government.</p>	<p><b>Publications</b> – such as newsletters, circulars and journals.</p>
<p><b>Presentations and speeches</b> – delivered as part of an elected member's official duties.</p>	<p><b>Invitations</b> – to community events where an elected member is <b>not</b> representing Council or the local government.</p>
	<p><b>Telephone, meetings &amp; other verbal conversations</b> which:</p> <ul style="list-style-type: none"> <li>• convey routine information only; <b>or</b></li> <li>• do not relate to local government business or functions.</li> </ul>
	<p><b>Electioneering</b> – or party political information.</p>
	<p><b>Personal records</b> – not related to an elected member's official duties.</p>



**Destruction of records:** return all records to the local government for authorized and legal destruction.

**More information:** contact your local government administration or **State Records Office of Western Australia**  
Tel: 9427 3661 or Email: [sro@sro.wa.gov.au](mailto:sro@sro.wa.gov.au)

October 2013



## STATE RECORDS OFFICE OF WESTERN AUSTRALIA INFORMATION SHEET - EMAIL RECORDS

Management of email messages that are State records should not occur in isolation from the management of other paper-based or digital records. It should form part of an information and records management strategy that encompasses all the information created or received by a State organisation as evidence of its business activities.

### Categories of Email

#### ***Business email***

A business email contains information created or received by an officer, via an email server application, in the course of his/her duties and contains information which is owned by the organisation. A business email may have any or all of the following attributes:

- information which is of evidential and/or historical value and is not recorded elsewhere on the public record;
- formal communications and/or a transaction between officers (for example a report or submission) or between an officer and another party; or
- documents the rationale behind organisation policy, decisions or directives.

These emails are State records and must be captured in the official recordkeeping system to provide evidence of business activity and meet legal requirements. Business email must be retained for as long as required, giving consideration to the subject matter of the record, and may only be destroyed in accordance with an approved records disposal authority.

#### ***Ephemeral email***

An ephemeral email record may be used to facilitate the organisation's business but has no continuing value to the organisation and is generally only needed for a few hours or a few days. Examples of ephemeral email records include:

- unsolicited advertising material;
- duplicate copies of circulars;
- duplicate copies of minutes; or
- internal work-related email circulated for information purposes only.

Ephemeral email can be destroyed when reference ceases as authorised in an approved records disposal authority.

#### ***Personal email***

Personal email relates to a private or personal matter which is unrelated to the business of the organisation.

Personal email can be destroyed as soon as staff no longer require the email.

#### ***Combination email***

Shire of Pingelly Recordkeeping Plan <RKP XXXXXXX>

If the email incorporates **both** personal and work-related information, **the email is to be considered a State record and must be managed accordingly.**

**Further information:**

For further information, contact the State Records Office on (08) 9427 3365 or via email at [sro@sro.wa.gov.au](mailto:sro@sro.wa.gov.au).

State Records Office of Western Australia

May 2008

## APPENDIX 7

### Annual Report

### **Recordkeeping Plan**

The *State Records Act* provides an obligation on local governments to adopt a Recordkeeping Plan which is an accurate reflection of its record keeping program. Further, an obligation on local governments exists to review its Plan periodically or when there is any significant change to its functions.

The Shire of Pingelly adopted a Recordkeeping Plan in March 2004 and completed a review of the Plan in February 2014. The Review was accepted by State Records Commission who have requested a major revision of the plan to be completed prior to 30 June 2014.

Staff's roles and responsibilities in regard to compliance are part of the induction process for all administrative and supervisory Staff.

## APPENDIX 8

### Outsourced Functions

### Swimming Pool Management Contract (2012)

#### **18. REPORTS AND RECORDS**

18.1 The Contractor shall keep full and accurate records in writing of all transactions associated with the Swimming Pool including those pertaining to test of pool waters to ensure their compliance with the requirements of the Act, and the Acts Regulations and Local Laws.

### Sale and Purchase of Medical Services Business (2012)

#### 11. Access to Records When Services Cease.

The parties agree that at the termination of the contract or should the Provider cease to provide the services the Medical Records from the Medical Centre will not be removed but will be stored in an appropriate secure location agreed upon by the parties at the cost of the Shire. Full access will be provided on the understanding that such storage and management of files complies with all relevant legislative requirements.

# **Attachment 4**

**11.3.6 Friends of Pingelly Railway Station Documentation**

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of the ageing population, and the following sections describe the current research agenda.

## 2.1. Introduction

The current research agenda is based on the following research objectives: to identify the needs of the ageing population, to assess the current provision of services, and to develop strategies to meet these needs.

## 2.2. Needs

The needs of the ageing population are complex and multifaceted, and can be categorized into the following areas:

1. *Physical health*: The ageing population is more likely to experience chronic health conditions, such as heart disease, diabetes, and arthritis, which can limit their ability to perform daily activities.

2. *Mental health*: The ageing population is more likely to experience mental health problems, such as depression and dementia, which can affect their quality of life.

3. *Social isolation*: The ageing population is more likely to experience social isolation, which can lead to loneliness and depression.

4. *Financial difficulties*: The ageing population is more likely to experience financial difficulties, such as low income and lack of access to financial services.

5. *Transportation*: The ageing population is more likely to experience difficulties with transportation, which can limit their ability to access services and activities.

6. *Information and communication*: The ageing population is more likely to experience difficulties with information and communication, such as lack of access to the internet and mobile phones.

7. *Education and training*: The ageing population is more likely to experience difficulties with education and training, which can limit their ability to find employment and improve their skills.

8. *Legal and financial advice*: The ageing population is more likely to experience difficulties with legal and financial advice, which can affect their ability to manage their affairs.

9. *Healthcare services*: The ageing population is more likely to experience difficulties with healthcare services, such as long waiting times and limited access to specialist services.

10. *Quality of life*: The ageing population is more likely to experience difficulties with quality of life, such as lack of purpose and meaning in life.

11. *Ageing in place*: The ageing population is more likely to experience difficulties with ageing in place, such as lack of access to services and facilities in their own homes.

12. *Ageing with dignity*: The ageing population is more likely to experience difficulties with ageing with dignity, such as lack of respect and autonomy.

13. *Ageing with choice*: The ageing population is more likely to experience difficulties with ageing with choice, such as limited options for housing and care.

14. *Ageing with support*: The ageing population is more likely to experience difficulties with ageing with support, such as lack of access to social and community services.

From the Friends of Pingelly Railway (FoPR)  
P.O. Box 544  
PINGELLY 6308 WA  
Email: [friendsofpingellyrailway@gmail.com](mailto:friendsofpingellyrailway@gmail.com)

To the CEO of Pingelly Shire  
Mr Gavin Pollock

The Friends of Pingelly Railway wish to proceed with the redevelopment of the Pingelly Railway Station and its site, to be known as the "Project Railway". The Friends of Pingelly Railway would like to formally address your proposed option for a 3 year peppercorn lease from the PTA of the Pingelly Railway Station and site on behalf of the Friends of Pingelly Railway.

We believe that key goals and objectives can be met in a two stage approach. Each stage being 18 months.

This will allow for seasonal disturbances and time for further fundraising and grant processing to take place.

The first 18 months as programmed will include the external repair of and securing of the building. This will begin only after the removal of asbestos by the said authorities.

- Jacking and packing of stumps, replacing gutters and boards.
- Renewal of platform/ramp, with pavers / reinforcing platform wall.
- Fencing to restrict access to the tracks including gates at both ends.
- Inspect and treat for termites.
- Repair roof, resit battens and spray paint red.
- Repair fretwork and wood work to outside of building.
- Refit locks as per exit standards.
- Replace glass in windows- screens
- Clean prime and paint outside of building including site bollards/posts.
- Repair wiring in building prep for new lights/points.
- Repair wooden seats and fixtures.

The next 18 months as programmed will include the internal repair and refurbishment of the building.

- Position new ceilings with insulation/position inside wall cladding.
- Sand floors inside then cover with plastic.
- Plumber to start wet area connect to sewer/ water in and out.
- Fix bathroom fixtures, tile and grout.
- Fix electrical fittings and fire equipment.
- Paint inside of building
- Start outside ground works and landscaping.
- Fundraise to outfit building/make ready for use by user groups.
- Schedule meetings....





We believe we can meet these key goals and objectives within your time frame and are confident that we will raise at least 20% of the total estimated costing prior to commencement. We will offer your inspection at timely intervals to access the work done and the progress made. Should we not meet the criteria we understand that Council could halt the project and seek termination of the lease from the PTA.


On completion of the first 18 months work we the "Friends of Pingelly Railway" will request a meeting with the Shire of Pingelly and PTA to discuss and determine the infrastructure and tenancy agreement for the completed project, and request for our solicitor to be present at this meeting.

On completion of the "Project Railway" we expect that the council would formally discuss with the PTA to take over the management of the site and infrastructure on behalf of the Friends of Pingelly Railway.

Please accept and read this letter together with the Schedule / costing sheet and further evidence of the community commitment towards the "Project".

We look forward to your validation, support and prompt response.

The Friends of Pingelly Railway.

.....  
.....  
  
10/3/2015.



**Each block represents at least one month and follows as a sequential schedule of works.**

Costs and work crews are shown under each block.

Blank work months, except for on going fundraising, grant writing etc. show the summer or winter periods when work will not be scheduled.

Jack building level using packers and pack posts. Reposition fascia boards Replace guttering to rear	Dig up bitumen on platform to 100mm Place new sand and pavers Fix sides of platform. Position fence along platform	Inspect and treat for termites Repair roof Spray roof red	INSPECTION GRANT WRITING	INSPECTION GRANT WRITING	Repair fretwork to outside of building
\$500.00 Steve and insured workforce Costs new fascia and guttering	\$500.00 Brick pavers and equipment donated APEX workforce Fencing costs \$3,000. Incidentals \$500.	Men's Shed for filigree and Fretwork. Wood supplied Affixed by S Davis	Fundraising for roof Volunteer labour Chance to retain some of old tiles \$7,000 max includes sarking and battens and termite treatment		
replace glass to windows spray and repair mesh with wire Refit locks/ H & S standard keyed locks.	Clean outside of building Prime where necessary Paint outside of building Paint existing bollards/posts	Repair wiring in building Prep for new lights /points Repair wooden seats and fittings	INSPECTION GRANT WRITING	INSPECTION GRANT WRITING	Position new ceilings with insulation Position inside wall cladding
\$500.00 Affixed by volunteers	\$500.00 Volunteer workforce	\$2,000 Labour donated Shaun Higgins	\$3,500.00 Volunteer workforce		
Locks donated? Sand floors inside then cover with plastic	Plumber to start bathroom Connect to sewer Water in/water out	Fit bathroom fixtures donated. Tile and grout	INSPECTION FUNDRAISING	INSPECTION FUNDRAISING	Adhesive donated Fix lights and points and exit lights/ fire equipment
\$500.00 Hire of sander/papers/ Tung oil	\$2,000 Maybe donated?	\$2,000 maybe donated?	\$1,000.00 maybe donated?		
Paint inside of building	Start outside groundworks and landscaping	FUNDRAISE for fit out of building	Incorporate BP ideas	Make ready for occupancy	Schedule Shire meetings re lease

Volunteers

Volunteers



### Costings for the Railway Station in Pingelly

Position new fencing along platform 1.2mtr speared pool fencing Including 2 x gates and full enclosure of platform and Renewal of Platform.	\$3,000.
Position 2 <sup>nd</sup> hand tiles or iron on roof With sarking and battens	\$7,000.
New insulation to walls and ceilings	\$ 500.
Supply paint inside and out	\$ 500.
New toilet and vanity/sink	\$2,000.
Repair electrical to building	\$2,000.
Replace glass in windows	\$ 500.
New Gyrock ceilings and walls	\$3,000.
Sand and oil floors	\$ 500.
New Facia and guttering	\$ 500.
Plumbing materials and reconnections	\$2,000.
<b>Total</b>	<b>\$21,500.</b>

These prices are material costs only and need volunteers to carry out work.



Customer Name: PINGELLY DEVELOPMENT ASSOCIATION INC Date: 09/03/2015

Customer/Ledger Number: 0013279286/1607 From: 02/03/15 To: 09/03/15

Date/Transaction	Reference	Withdrawals	Deposits	Balance
09/03/15			175.00	175.00
Deposit - Cash	HIGH TEA			
09/03/15			315.00	490.00
Deposit - Cash	PAID UP PLEDGES			
09/03/15			164.40	654.40
Deposit - Cash				
09/03/15			164.40-	490.00
Deposit - Cash				
09/03/15			164.40	654.40
Deposit - Cash	RAFFLE- HIGH TEA			

Bendigo Bank suggests you always carefully check all entries on your statements. Apparent errors or possible unauthorised transactions are to be promptly reported to your branch.

If you have any inquiries concerning your account or wish to report an error in your statement please call your branch or our Customer Help Centre, The Bendigo Centre (PO Box 480), Bendigo VIC 3552, 1300 361 911

Operating Branch:  
 Pingelly Community Bank  
 7 Parade Street  
 Pingelly WA 6308  
 Phone: 0898870200  
 Fax: 0898870211

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BENDIGO AND ADELAIDE BANK LIMITED  
 ABN 11 068 049 178  
 AFSL No. 237879

ADHDD79  
 Date: 09/03/2015 Time: 14:06:38

Bendigo and Adelaide Bank Limited  
 7 Parade Street  
 Pingelly WA 6308  
 Phone: 0898870200 Fax: 0898870211

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General Account Inquiry  
 Customer: PINGELLY DEVELOPMENT ASSOCIATION INC

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-- DDA (80) Account Identification -----  
 PORTFOLIO: DDA ACCOUNT: 154241814  
 0013279286 1607 CLUB ACCOUNT - CHQ  
 DATE 09/03/15 OPEN INQ 80  
 CUSTOMER TITLE  
 PINGELLY DEVELOPMENT ASSOCIATION INC

ACCOUNT TITLE  
 FRIENDS OF PINGELLY RAILWAY  
 PRODUCT DTD CLUB ACCOUNT - CHQ } C

PLEGGED amount as of 9/3/15.  
 \$3,536.00  
 PAID UP PLEDGES - 315.00  
 OUTSTANDING \$3,221.00  
 + 500.00

