
9	SUBJECT:	Coastal Hazard Risk Management Adaptation Planning (CHRMAP): Progress Update
	DIRECTOR:	Director Works and Services
	MEETING:	Council Meeting
	DATE:	26 May 2020

Summary

The vulnerability of assets within the Western Australian coastal zone to coastal hazards such as erosion and inundation is expected to increase in the future. The risk arising from vulnerability of assets is influenced by the level of preparedness and response of the community and its recovery capacity.

The State Government coastal planning policy State Planning Policy 2.6 Coastal Planning Policy (SPP 2.6) requires a risk management approach and provides the framework for undertaking risk management planning for risks arising from coastal hazards in Western Australia.

The outcome is the development of a Coastal Hazard Risk Management and Adaptation Planning (CHRMAP) framework.

In brief, the CHRMAP is designed for coastal managers to consult with their communities and decision makers to prioritise the values and land uses in the coastal environment and then to assess what the risks are to this environment posed by sea level rise and inundation. Once established, the same process will be used to determine the level of risk that is acceptable and what should be done to mitigate and manage these risks once they reach a trigger point or risk level that is unacceptable to the community.

The City received a grant to assist in developing a CHRMAP framework and this report updates the progress being made.

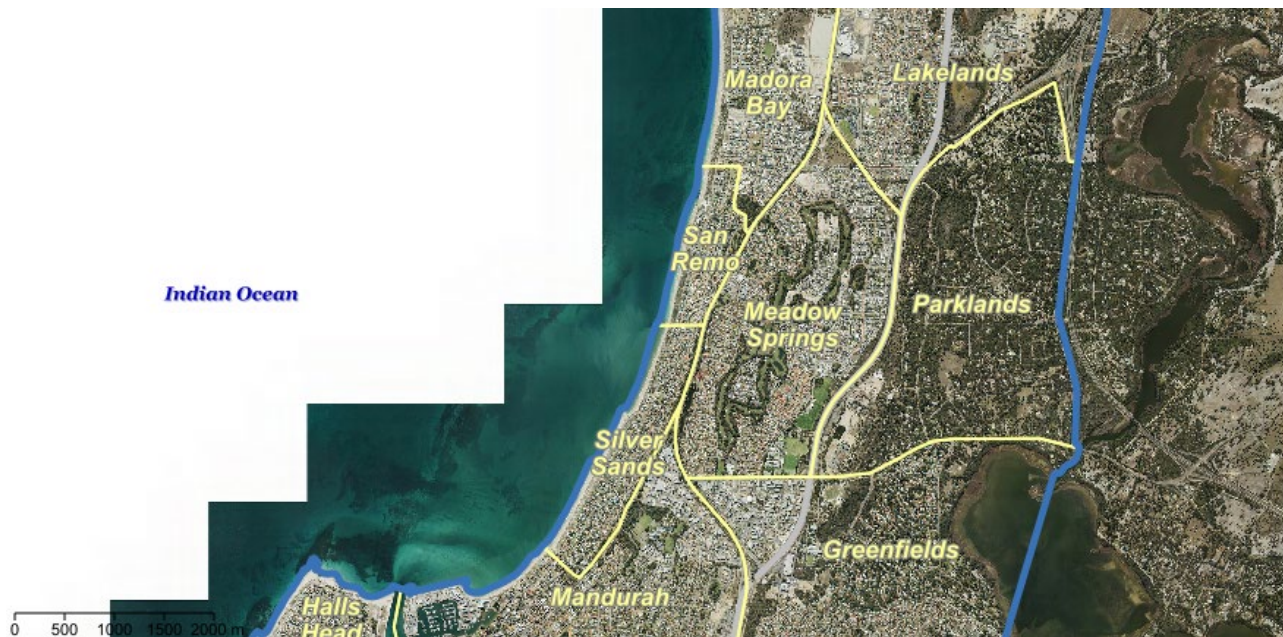
Council is requested to receive this report, noting that it is an interim report and support the next stages of the framework development.

Disclosure of Interest

Nil

Location

The study area is demarcated by the map below including the coastal zone in the following localities from Roberts Point in Halls Head to Madora Bay in the north. Collectively, these beaches are referred to as Mandurah's northern beaches:



Previous Relevant Documentation

Nil

Background

The City of Mandurah's northern beaches from Roberts Point to Madora Bay are vulnerable to the adverse impacts of coastal erosion and a number of investigations have confirmed this vulnerability. The vulnerability of land use and development within the coastal zone from physical process hazards is expected to increase in the future. While the scientific community has established that human-induced climate change is occurring, uncertainty remains about the magnitude and extent of the impacts. Despite the uncertainty, consideration of coastal hazards and the adaptation management of appropriate planning responses can provide economic, environmental and social benefits.

The City has, in the past, had a number of coastal vulnerability studies for the developed coastal zone between Roberts Point and Madora Bay. Despite these studies being limited by inputs that are not aligned to the State Planning Policy 2.6 – State Coastal Planning Policy (SPP 2.6), they still indicated that portions of the coastline are at risk from erosion hazards over a 100-year planning timeframe.

In accordance with the SPP 2.6, areas at risk of being affected by coastal hazards require a Coastal Hazard Risk Management and Adaptation Plan (**Attachment 9.1**) which should be undertaken by the coastal land manager.

A CHRMAP is a Coastal Hazard Risk Management and Adaptation Plan. This is a strategic planning document that informs community and decision makers about the potential hazards, consequences and actions needed to meet the challenges of sea level rise and the coastal hazards of erosion and inundation (flooding). The CHRMAP identifies areas and assets vulnerable to sea level rise and coastal hazards, and develops strategies to ensure land in the coastal zone is continuously provided for foreshore management, public access, recreation and conservation.

The purpose of this project is to prepare a CHRMAP for the City of Mandurah's developed coastline from Roberts Point to Madora Bay. The preparation of the CHRMAP report will inform stakeholders and the community about:

- Potential risks arising from hazards in the coastal zone
- Key coastal infrastructure and assets at risk within the coastal zone
- Community and cultural values of the coastal zone

- Adaptation pathways and management options that the City and other stakeholders can pursue to address the risks from coastal hazards over time.

The City is strongly being encouraged to adopt a risk management and adaptation planning approach to deal with the adverse impacts of coastal hazards. This approach will ensure these hazards are appropriately factored into decision-making processes regarding assets at risk or potentially at risk, sustainable land use and any future development. The State Planning Policy 2.6 – State Coastal Planning Policy (SPP 2.6) supports a risk management approach and provides the framework for undertaking risk management and adaptation planning for coastal hazards in Western Australia. Australian Standard 5334-2013 also provides a framework for climate change adaptation for settlements and infrastructure.

Ultimately, the CHRMAP will guide investment decisions by the City in terms of the location and maintenance of coastal infrastructure and provide guidance for the development of statutory planning controls.

Comment

A larger number of coastal studies have been undertaken covering the Mandurah region. These vary from regional studies down to site specific assessments, undertaken for a variety of different purposes. The majority of studies were completed prior to the gazetting of SPP 2.6 in 2013 and as a result many studies are either outdated or do not meet the policy's requirements. A large number of the studies are focused on understanding the coastal dynamics and engineering management options on the open coast. As a result, understanding of the coastal hazards and coastal dynamics on the open coast is substantially more advanced than within the river and estuarine areas. Although the collection of studies does not provide a substitution for a CHRMAP, they do provide an excellent resource of information and a strong knowledge foundation.

The Mandurah Coastal Zone Climate Change Risk Assessment and Adaptation Plan (CZM, 2009) was undertaken prior to the formal introduction of the CHRMAP process into State policy. Notwithstanding this, it followed many of the principles and is anchored around a similar risk assessment approach. The study provides a foundation for considering climate change more generally as opposed to targeting the adverse impacts of coastal erosion and inundation hazards required by SPP 2.6. It contains a lot of information on the physical setting and broader climate change impacts.

The key differences/gaps are identified as follows:

- The study primarily focuses on the strategic risks to the City as an organisation. Detailed local risk assessments are limited to a number of specific sites. The study considers a broad range of climatic impacts, beyond just erosion and inundation. The allowance for sea level rise used is less than 0.9m.
- The 2009 CZM study had the following limitations when compared with the current CHRMAP requirements:
 - The study did not include a 100-year planning scenario.
 - Limited community consultation was undertaken.
 - Hazard mapping was not completed.
 - The vulnerability and risk assessment were based on considering the impact to assets within a 250m impact zone rather than detailed mapping.
 - The asset inventory is limited to specific sites and does not include critical assets such as coastal protection structures.
 - The vulnerability assessment was undertaken based on a different interpretation to the method recommended in the CHRMAP Guidelines.
 - The risk rating did not incorporate a consequence scale reflective of the community values.
 - The study does not provide a detailed implementation plan.

If undertaken effectively, a CHRMAP can become the guiding document for the identification, prioritisation and scheduling of adaptation works. It provides a strong and defensible decision-making platform for the City's future coastal management. Some of the key advantages of having a CHRMAP in place include:

- Informed decision making based on a robust risk assessment process;
- Defendable prioritisation, taking into account community and stakeholder values;
- Clear direction on the required management actions for each coastal asset;
- Clear implementation strategy for both short and longer term management;
- A robust position to support the application of future grant funding;
- A strong plan for ongoing review and implementation.

A Project Steering Committee has been established to oversee the CHRMAP project. The Committee will advise the City throughout the project, however, decision-making power ultimately rests with the City. The members of the Project Steering Committee are:

- City of Mandurah (Council and staff)
- Department of Planning, Lands and Heritage
- Department of Transport
- Peron-Naturaliste Partnership
- Coastcare
- Community

In 2019/2020, the City called for tenders for consultants to undertake the CHRMAP. Following a competitive tender process, GHD were awarded the contract and commenced the project by completing the preliminary works required by the State Government CHRMAP Guidelines (**Attachment 9.2**). They had progressed the preliminary works up to the stage of online and on-site surveys of community coastal values and had been working with the City's Communications and Marketing team to commence staff, community and Councillor workshops prior to Covid-19 restrictions forcing a delay of these workshops.

It is intended to recommence the community consultation phase once the Covid-19 pandemic allows public gatherings.

The coastal vulnerability component of the work has been completed and will be available for discussion following a review by the Department of Transport. Once these preliminary stages have been completed, this triggers the role of the steering group to work through the issues, risks and actions that will eventually be brought to Council for endorsement.

Consultation

The City's consultant has worked with the City's Communications and Marketing team to provide a communications plan. This document is titled *GHD – Mandurah Northern Beaches CHRMAP Communications Package* and is included as **Attachment 9.3**.

The dates listed in the communications plan have been followed up until the Covid-19 pandemic was declared. Once the pandemic is over, a new set of dates will be published to complete the process.

Statutory Environment

State Planning Policy 2.6 – State Coastal Planning Policy

Policy Implications

The CHRMAP should provide a robust foundation for developing a City of Mandurah Coastal Planning Policy.

Economic Implications

The City of Mandurah CHRMAP has a budget of \$150,000. The City received a Coastal Adaptation Planning grant of \$75,000 from the State Government to assist with the funding for the study. The long-term financial plan has notations that allow for expenditure associated with implementing the CHRMAP

recommendations but the dollar value of these costs will remain unknown until the CHRMAP is finalised and endorsed by Council.

Risk Analysis

The CHRMAP takes a risk-based approach to both vulnerability and implementation and can be viewed in the State Government CHRMAP Guidelines attached as **(Attachment 9.1 and 9.2)**.

Strategic Implications

The following strategies from the *City of Mandurah Strategic Community Plan 2020 – 2040* are relevant to this report:

Environment:

- Advocate for and partner with all levels of Government and other agencies to ensure environmental impacts are considered in all strategy development and decision making.
- Protect and manage our local natural environment.
- That our actions to manage land-based assets don't adversely impact our waterways.
- Educate our community on global environmental sustainability issues and demonstrate leadership in the field.
- Partner and engage with our community to deliver environmental sustainability outcomes.

Organisational Excellence:

- Demonstrate regional leadership and advocate for the needs of our community.
- Listen to and engage with our community in the decision-making process.
- Ensure that our actions maintain a sustainable balance between economic growth, the environment and social values.

Conclusion

All coastal zone managers are required to develop a Coastal Hazard Risk Management Adaptation Plan in accordance with the State Planning Policy 2.6 – State Coastal Planning Policy Guidelines. The City has progressed to the community consultation phase which will be re-commencing once Covid-19 pandemic restrictions are lifted.

NOTE:

- Refer **Attachment 9.1** *Coastal Hazard Risk Management and Adaptation Planning Guidelines July 2019*
Attachment 9.2 *Coastal Hazard Risk Management and Adaptation Planning Guidelines- Appendix 4*
Attachment 9.3 *GHD Mandurah Northern Beaches CHRMAP Communications Package*

RECOMMENDATION

That Council

1. **Endorse the community and stakeholder engagement plan as detailed in Attachment 9.3**
2. **Acknowledge that the cost of any actions derived from the implementation of the adaptation plan have been noted in the Long-Term Financial Plan but have not been costed as yet.**



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Coastal hazard risk management and adaptation planning guidelines

July 2019

Coastal zones are vulnerable to adverse impacts from inundation and erosion. The risk to the environment from climate change is influenced by the level of preparedness and response of the community and its recovery capacity.

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PART A – OVERVIEW

INTRODUCTION

The vulnerability of assets within the Western Australian coastal zone to coastal hazards such as erosion and inundation is expected to increase in the future. The risk arising from vulnerability of assets is influenced by the level of preparedness and response of the community and its recovery capacity.

While the scientific community has established that anthropogenic climate change is occurring, uncertainty remains about the magnitude and extent of the impacts from these processes and changes. Despite the uncertainty, early consideration of coastal hazards and the management of appropriate planning responses can provide economic, environmental and social benefits.

National and international coastal planning practices are increasingly adopting a risk management approach to deal with uncertainty associated with the potential adverse impacts and their timeframes, arising from coastal hazards. This ensures that risks arising from coastal hazards are appropriately factored into decision-making processes for sustainable land use and development in the coastal zone. The State Government's coastal planning policy State Planning Policy 2.6 Coastal Planning Policy (**SPP 2.6**) requires a risk management approach and provides the framework for undertaking risk management planning for risks arising from coastal hazards in Western Australia. The SPP 2.6 Guidelines published 30 July 2013 Section 4 provides a brief introduction to coastal hazard risk management and adaptation planning (**CHRMAP**). These guidelines provide more detail on CHRMAP and should be read in conjunction with SPP 2.6 and its guidelines. <https://www.dplh.wa.gov.au/spp2-6-coastal-planning>

This publication is designed to assist statutory decision-makers (e.g. local governments, State Government agencies, the Western Australian Planning Commission and the State Administrative Tribunal), landholders and those conducting investigations on their behalf to:

- a) consider the risks arising from coastal hazards through evaluating their consequence and likelihood, and the vulnerability of specific assets
- b) identify risk management responses to those risks arising from coastal hazards
- c) prioritise and implement the risk management responses.

I. PURPOSE

This guideline has been produced to support the implementation of SPP 2.6 by assisting statutory decision-makers, landholders and those conducting investigations on their behalf in developing and implementing effective CHRMAP. They provide an overview and explanation of:

- the process for undertaking CHRMAP
- determining appropriate content for CHRMAP
- assessing vulnerability of assets
- assessing options for appropriate risk management
- implementation of risk management.

II. ROLES AND RESPONSIBILITIES FOR MANAGING COASTAL RISKS

As outlined in the WA Coastal Zone Strategy (2017), governments at all levels and private parties (individuals, businesses and the community) each have important, complementary and differentiated roles in managing risk arising from coastal hazards¹. The overarching principles for managing risk are:

- (i) Private parties are responsible for managing risks to their private assets and incomes. To manage these risks private parties, need to:
 - be aware of the risks and their responsibility for managing them
 - take steps to understand the magnitude and nature of the specific risks to their assets and activities
 - develop and implement strategies and actions to manage the risks.
- (ii) Governments, on behalf of the community, are primarily responsible for managing risk to public goods and public assets which they own and manage. Governments also seek to:
 - develop local policies and regulations consistent with State risk management approaches
 - facilitate building resilience and adaptive capacity within the local community, including providing information about relevant known coastal hazards including erosion and inundation
 - work in partnership with the community to identify and manage risks.

¹ 2012 Council of Australian Governments' (COAG) position statement on the Roles and Responsibilities for Climate Change Adaptation in Australia

This guideline encourages and guides decision-makers and landholders to address these differing responsibilities through the preparation of CHRMAP plans.

III. RISK MANAGEMENT

CHRMAP should be an integral part of decision-making, as it provides a method for testing risk (uncertainty) arising from coastal hazards and timeframes, and the treatment of this risk. Given that there is a direct relationship between risk and opportunity in all decision-making (trade-offs), decision-makers need to identify, measure and manage the risk arising from coastal hazards, to ensure they capitalise appropriately on those opportunities and achieve their goals and objectives.

Risk is the effects of uncertainty on objectives. It is measured by determining:

- what are the worst credible consequences
- how likely they are to occur.

Adaptation and mitigation is the adjustment (either natural or anthropogenic) of an asset in response to risk that moderates adverse impacts, included in a risk management plan, often as a part of risk treatment options and risk management measures.

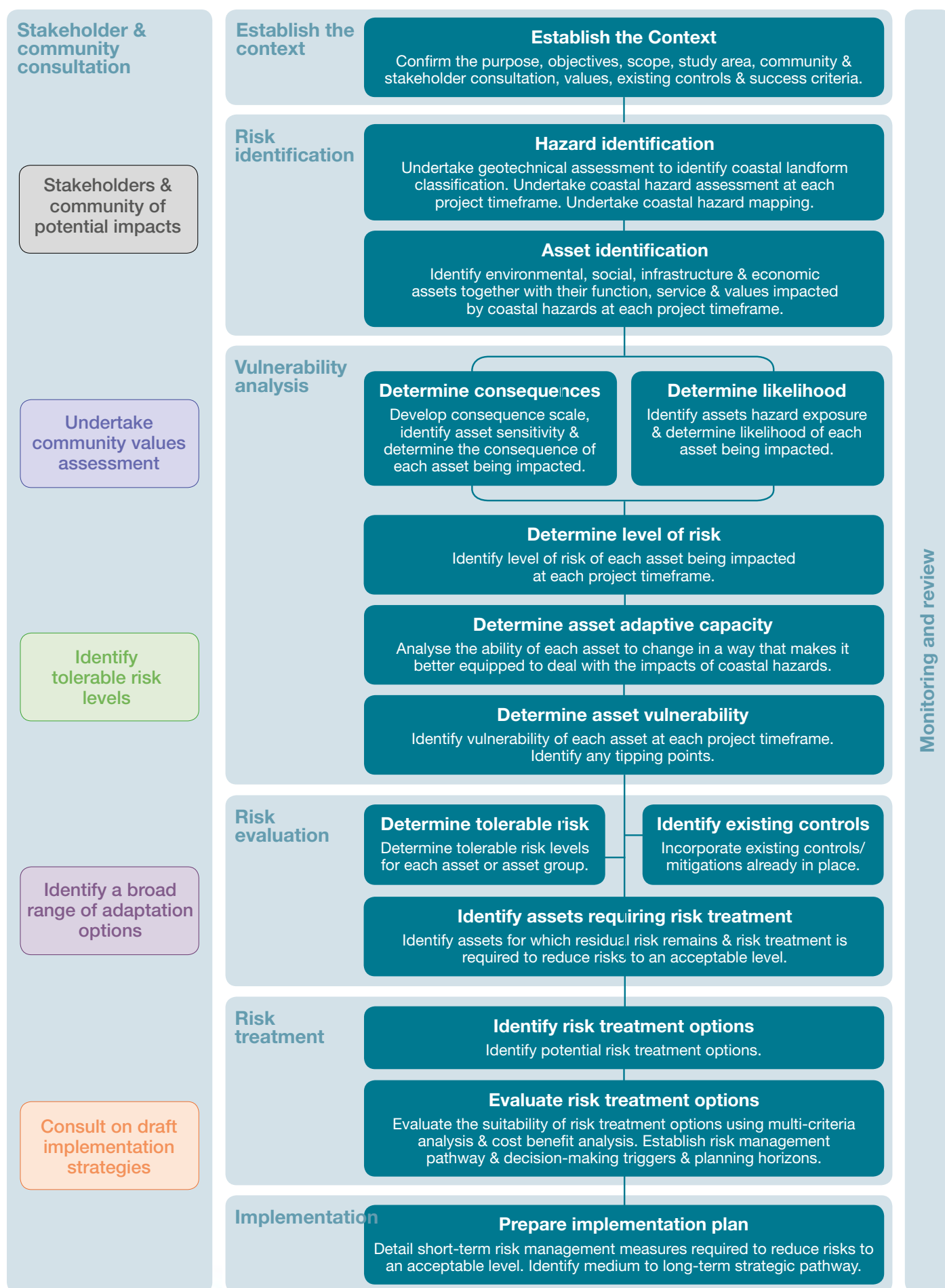
Put simply, risk management planning is the practice of systematically identifying risk, understanding coastal hazard impacts, and putting in place controls (being a measure that modifies risk) to manage (adapt to and/or mitigate) consequences and/or likelihood, and risk level and tolerance in association with the affected community and stakeholders.

Throughout Australia, AS ISO 31000:2018 is commonly used in risk management. This standard provides a set of internationally endorsed principles and guidance on how decision-makers can integrate decisions about risk and responses into their existing management and decision-making processes. In 2013, Standards Australia published AS 5334:2013 *Climate change adaptation for settlements and infrastructure - A risk based approach*, which was adapted from the ISO 31000:2009 to target the potential impacts of climate change on settlements and infrastructure.

The process outlined in SPP 2.6 follows a standardised approach (Figure 1) adapted from the risk management and vulnerability assessment processes identified in *Australian Standard: Risk management - Guidelines* (2018), *Australian Standard: Climate change adaptation for settlement and infrastructure - A risk based approach* (2013), *Climate Change Impacts and Risk Management: A Guide for Business and Government* (2007), *Australian Standard Environmental risk management - Principles and Processes* (2006), and *Climate Change Risk and Vulnerability: Promoting an efficient adaptation response in Australia, Report to the Australian Greenhouse Office* (2005).

Throughout its development, it is important to communicate, consult and involve key stakeholders and the wider community to provide, share and obtain information. This is particularly important because of the inherent diversity of community and stakeholder views. Undertaken effectively, communication, consultation and involvement of the community and stakeholders will contribute significantly to the success of the CHRMAP.

Figure 1: Risk management process flowchart adapted to coastal planning



As a minimum, CHRMAP should follow the preparation stages outlined in this document to ensure a comprehensive and consistent approach is completed. The stages are:

- (i) Establish the Context – Purpose, objectives, scope, study area, community and stakeholder engagement, values, existing controls and success criteria.
- (ii) Risk Identification – Planning timeframe and sea level rise, and hazard and asset identification.
- (iii) Vulnerability Assessment – Sensitivity (consequences), exposure (likelihood), and level of risk, adaptive capacity and asset vulnerability.
- (iv) Risk Evaluation – Existing controls, and assets requiring risk treatment as a priority
- (v) Risk Treatment – Identify risk treatment options (hierarchy - avoid, retreat, accommodate, protect) and evaluate risk treatment options (multi-criteria analysis and cost benefit analysis), short and long-term risk management pathway, decision-making triggers, and planning horizons.
- (vi) Implementation – Plan for short-term risk management, medium to long-term strategic risk management, land use planning instruments and funding.
- (vii) Monitoring and Review.

A standard *Scope of Works* has been formulated (Appendix 1) to assist a decision-making organisation to obtain consulting services to complete the CHRMAP tasks.

IV. COASTAL HAZARDS

Erosion and inundation are the two primary coastal hazards targeted by this Guideline, especially in areas where they are expected to be exacerbated by sea-level rise. This is discussed in detail in Sections 2.1 *Planning timeframe and sea level rise* and 2.2 *Hazard identification*.

V. MULTI - DISCIPLINARY TEAM

CHRMAP sits within the land use and development planning process and outcomes are required to be implemented through the Western Australian planning framework and its instruments. CHRMAP involves several stages that require a broad range of professional input. Ideally, the process will be led by planning professionals with support and assistance from other professions.

VI. GOVERNANCE

A Steering Committee should be established to provide guidance and oversight on, and make decisions in relation to, all aspects of the CHRMAP process.

BOX 1 – example of Steering Committee membership

Where CHRMAP is being undertaken for a local government, it is important that the Steering Committee includes input and representation from all their major functional areas, including but not limited to:

- strategic and statutory planners
- asset and facility managers
- risk managers
- community and development consultation managers
- service managers
- finance staff
- coastal engineers
- emergency management coordinators
- natural resource/sustainability/environmental management staff
- marketing and communications staff
- education officers

As risk management requires ongoing and sustained commitment it is also important to have the commitment from champion(s) of the process, such as elected members and executive staff. This will enable a coordinated organisation-wide approach that is necessary to achieve desired outcomes.

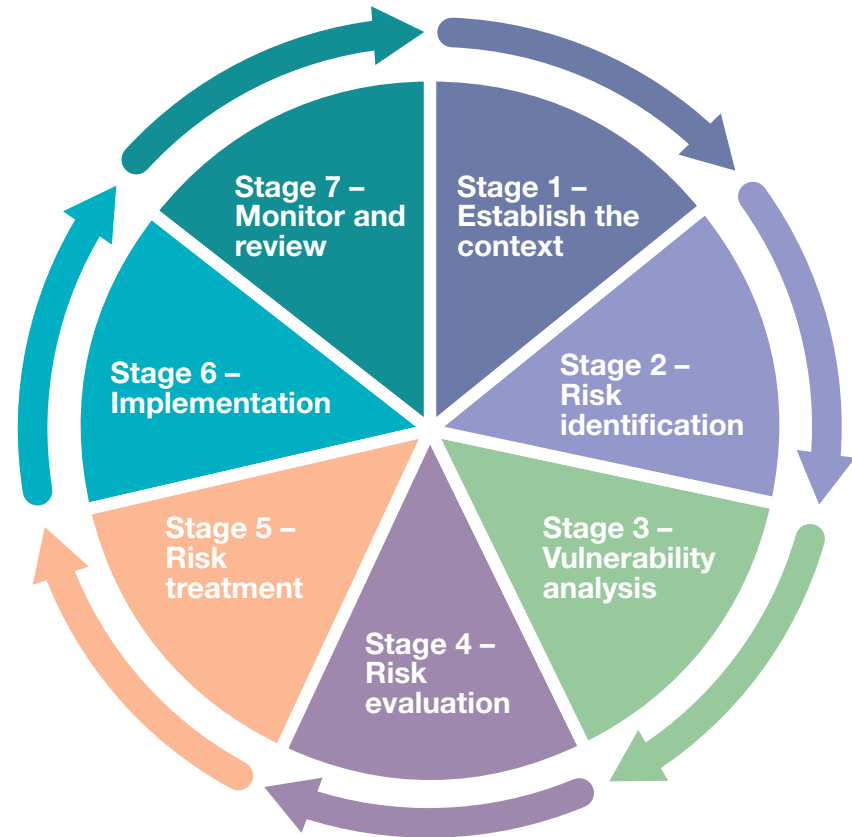
(Adapted from State of NSW and Office of Environment and Heritage 2011)

VII. STAGING

To simplify the CHRMAP process, its preparation should be completed in stages consistent with those identified in Section 1.3 *Risk management*. Staging enables for a structured, systematic approach to the process. Each stage should have clearly identified project deliverables. Figure 2 indicates the stages of the CHRMAP process.

After each stage, the project deliverables should be reviewed and signed off by the steering committee, prior to subsequent stages being initiated.

Figure 2: Staging flowchart





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ATTACHMENT 9.2

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Appendix 4

Planned or managed retreat - existing planning framework and instruments

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1 Introduction

There are existing private assets along the Western Australian coastline that are currently vulnerable to coastal hazards.

These hazards, and the associated risks to private assets, are likely to intensify over time. It is important to recognise this problem and that the adaptation option of 'planned or managed retreat' is often the most efficient, effective and equitable response to such hazards.

Examples or model integrated government programs for coordinated planned or managed retreat of private property do not currently exist locally or nationally for coastal decision-makers to follow or implement. Notwithstanding this, coastal decision-makers will need to be proactive in coastal planning with regard to planned or managed retreat and its planning and funding pathways.

This document outlines the existing planning framework and instruments within which planned or managed retreat could be implemented. It applies where existing or proposed development is within an existing subdivision or developed area, as it is these locations that are currently, and increasingly vulnerable to coastal hazards, with limited opportunities to introduce less vulnerable forms of use or development through planning control.

The approach of planned or managed retreat is based on principles of social, environmental and economic sustainability and adheres to objectives set out in *State Planning Policy 2.6 State Coastal Planning Policy* (SPP 2.6). The approach adheres to the principles for sustainable land use and development on the coast and adaptive risk management as required by the *Planning and Development Act 2005* (PD Act) and SPP 2.6, respectively.

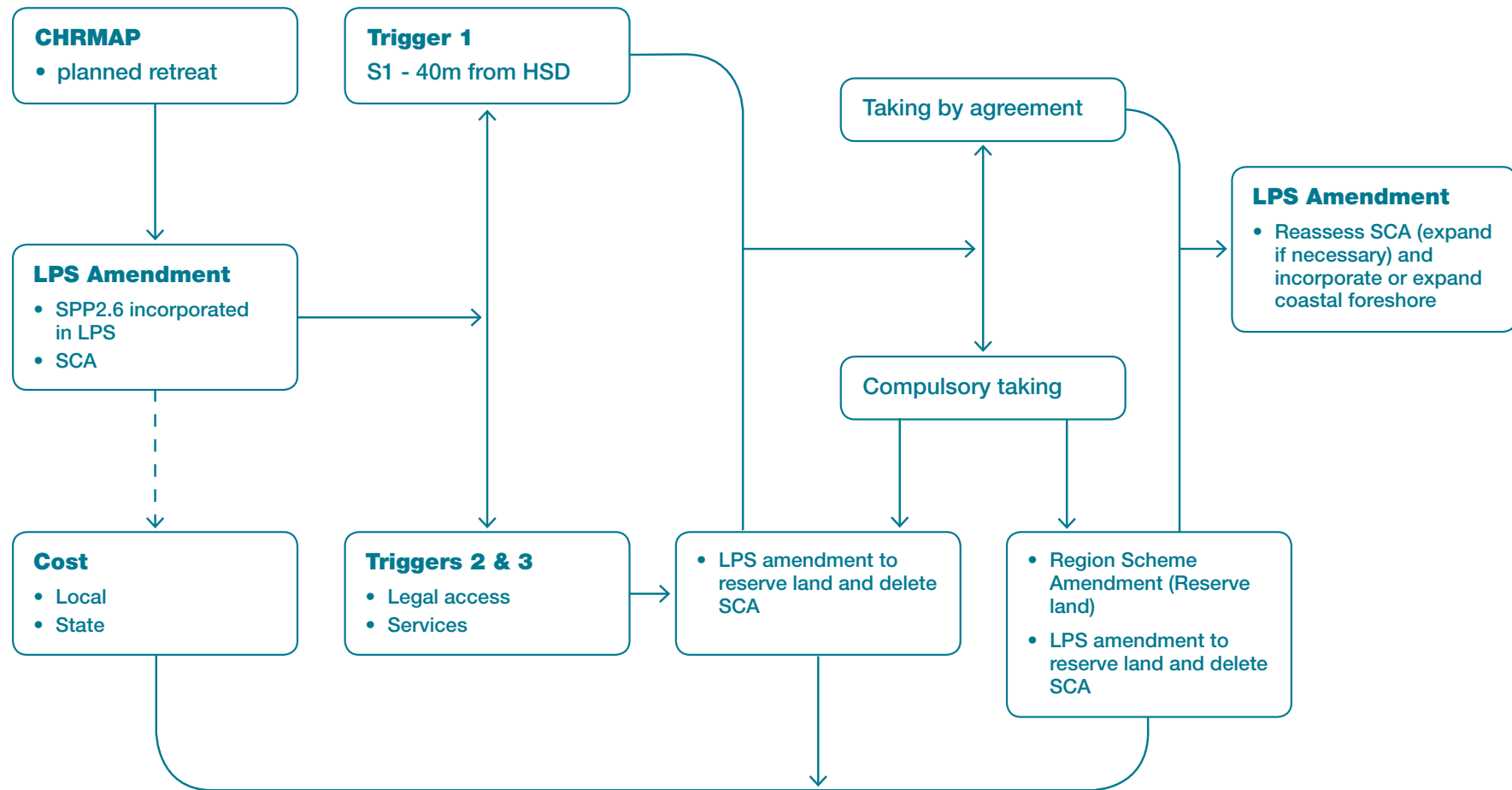
The approach ensures the ongoing responsible and sustainable management of the coastline for the benefit of the whole community. It ensures ongoing provision of a coastal foreshore reserve and beach amenity and continuing and undiminished public access to beaches.

It is a planning approach which contemplates existing development or land uses being able to continue until the coastal hazard risk becomes unacceptable. Removal of 'at risk' development is recommended under certain circumstances which should be identified and articulated through a comprehensive Coastal hazard risk management and adaptation planning (CHRMAP) process (Figure 1).

1.1 Principles

- a) To ensure land in the coastal zone is continuously available for coastal foreshore management, public access, recreation and conservation.
- b) To ensure public safety and reduce risk associated with coastal erosion and inundation.
- c) To avoid inappropriate land use and development of land at risk from coastal erosion and inundation.
- d) To ensure land use and development does not accelerate coastal erosion or inundation risks; or have a detrimental impact on the functions of public reserves.

Figure 1: Process flowchart



2. How to formulate a position of planned or managed retreat

2.1 Coastal hazard risk management and adaptation planning

A comprehensive CHRMAP process should be undertaken as per the policy requirements of cl. 5.5 of SPP 2.6.

The CHRMAP process ensures an appropriate risk assessment is undertaken and the establishment of a management planning framework is formulated to deal with coastal hazards.

The results of this process will inform and enable the adoption of a planned or managed retreat policy to guide implementation.

3. Implementing planned or managed retreat

Planned or managed retreat involving reducing or ceasing private land uses can be implemented through several mechanisms.

Generally, the first step involves changing the local planning scheme to reflect this policy. The second step, which occurs at a later stage once it has been determined under the scheme that private use should cease, contemplates the transfer of affected land from private to public ownership.

3.1 Structure planning (First mechanism)

In areas where some degree of comprehensive redevelopment of land remains an option, structure planning will consider risks identified in the CHRMAP process to feed into subdivision conditions which may, for example, address land requirements to accommodate coastal risks.

3.2 Local planning scheme amendment (Second mechanism)

A local planning scheme (**LPS**) amendment will be required, informed by SPP 2.6 and which would classify vulnerable areas as a Special Control Area (**SCA**).

The LPS allows local government to incorporate and govern planned or managed retreat as the strategy for dealing with the adverse impacts of coastal hazards and maintain a coastal foreshore reserve and public access over the long term.

The process for undertaking a LPS amendment is outlined in Appendix 1.

It is likely the LPS will need to be amended in two key ways to give effect to the policy:

1. SPP 2.6 incorporated by reference into LPS
2. include a SCA in the LPS.

State Planning Policy 2.6 State Coastal Planning Policy

Under the PD Act, due regard is to be given to State planning policies that apply to the area of a local planning scheme, and in this context, SPP 2.6 is of particular relevance, and should inform the LPS amendment process.

A State planning policy can also be incorporated by reference into a scheme and read as part of it (s77 PD Act).

The LPS of those local governments whose LPS districts include portions of the coast should be amended to include the following wording in Part 4 of the LPS relating to general development requirements, which include reference to those State planning policies which are to be read as part of a LPS:

1. The provisions of State Planning Policy 2.6 State Coastal Planning Policy shall apply as if they were part of this scheme; and
2. All coastal development is to comply with the provisions of State Planning Policy 2.6 State Coastal Planning Policy

Special Control Area

The purpose of establishing a SCA is to enable at-risk land use and development to be identified within the SPP 2.6 100- year planning timeframe; establish the intention to retreat from this area; and provide the special planning instrument to implement the approach.

A SCA classification can be included in a scheme to facilitate land use changes and development control within that area. For instance, under a LPS, SCA classification can mandate that all development requires approval where ordinarily, development (for example, single residential development) may otherwise be exempt from development control. The goal is to ensure any further development can only occur if the local government considers it acceptable in light of the policy of planned or managed retreat.

Further, approval can be granted on a temporary basis (for example, for 10 years) to permit the use for a limited time. This does not preclude a person from seeking further approval at the end of that timeframe. This allows land to continue to be used in the immediate future while taking into account foreshadowed risks associated with rapid environmental changes in the medium to long-term.

Part 5, Schedule 1 of the Planning and Development (Local Planning Schemes) Regulations 2015 provides the template for local government to follow when amending its LPS to include a SCA.

The format and content of the SCA is outlined in Appendix 2.

3.3 Taking of land (Third mechanism)

If land has not been transferred or committed to the public realm through structure planning and development control, and coastal changes have advanced to the point where there is no further economic or social utility in privately-held land, consideration should be given to other methods to move vulnerable land from the private to the public realm for appropriate use or management.

Where land is reserved under the relevant planning scheme, options include:

1. purchase of the land by the responsible authority if the owner is willing to sell it by ordinary sale pursuant to s 190 of the PD Act
2. compulsory taking by the responsible authority without agreement pursuant to s 191 of the PD Act coupled with the LA Act.

Compulsory taking pursuant to s 191 of the PD Act is to be carried out in accordance with the acquisition process set out in Part 9 the *Land Administration Act 1997* (**LA Act**), with some streamlining modifications. For example, the process for inviting objections to the proposed taking (referred to as the 'Notice of Intention to Take' process) does not apply because the scheme amendment giving effect to the land reservation would have already been subject to public comment. This streamlined process allows the compulsory taking of land to occur more rapidly, than if the land is compulsorily acquired under the LA Act for the purpose of a 'public work.'

If the land remains zoned (with a SCA) then the above options are not available to the responsible authority. In this case, to move this land from the private to the public realm, the approach is that the land is required for a 'public work' (that is, for the protection of foreshores)¹. The options available for this include:

1. taking by agreement under the LA Act
2. compulsory taking with the assistance of the Minister for Lands for a 'public work' under the LA Act.

Where land is compulsorily acquired for a 'public work' under the LA Act, or where interests in Crown land to which the *Native Title Act 1993* applies are proposed to be taken compulsorily, all of the procedural requirements outlined in Part 9 of the LA Act must be followed, including the process for inviting objections.

The preferred approach is for the land to be purchased by the responsible authority under s 190 of the PD Act or if land has not been reserved under the relevant planning scheme, taken by agreement under the LA Act.

¹ See s2(r) *Public Works Act 1902*

How to determine when land needs to be transferred to the public realm

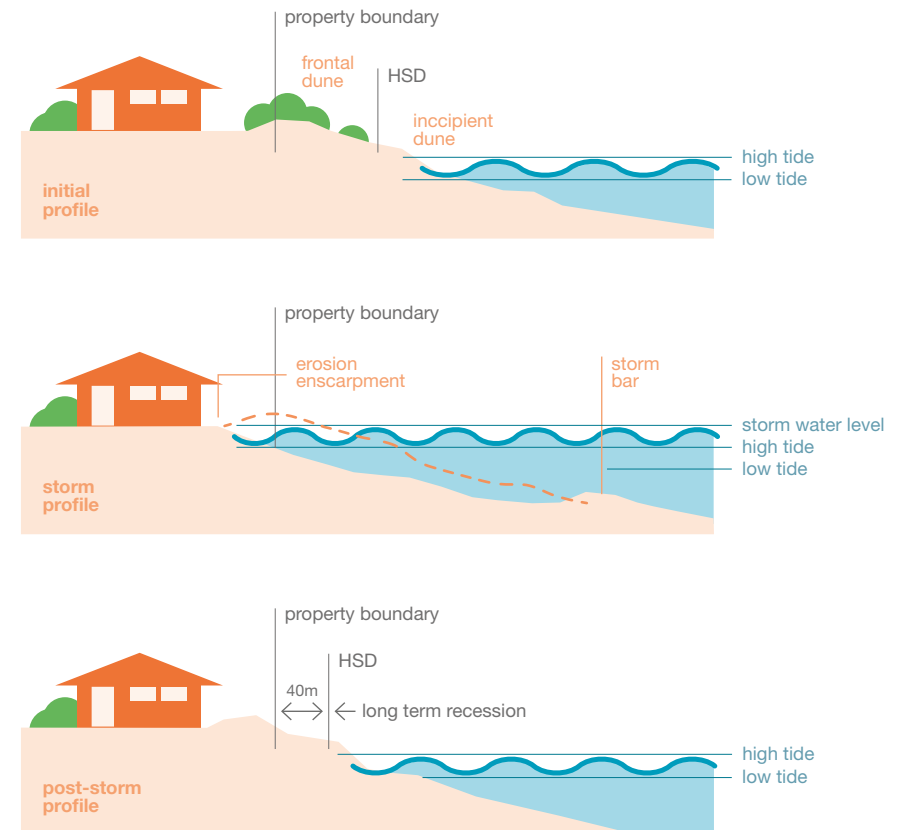
Planned or managed retreat allows development or structures to remain and be safely used until the coastal hazard risk becomes unacceptable. Initiation of the process to remove at risk development or structures will occur by triggers such as:

- Trigger 1. Where the most landward part of the Horizontal Shoreline Datum (HSD) is within 40 metres of the most seaward part of a development and/or structure(s) lot boundary.
- Trigger 2. Where a public road is no longer available or able to provide legal access to the property.
- Trigger 3. When water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards.

The trigger distance determines when planned or managed retreat is activated for a specific development or structure.

Trigger 1 distance of 40 metres is based on consideration of the allowance for the current risk of storm erosion. This trigger distance is measured from the most landward part of an HSD to the most seaward part of a development or structure(s) lot boundary, as shown in Figure 2.

Figure 2: Trigger 1 – Distance



The 40-metre value for trigger 1 is the minimum value to be used to allow for cross-shore erosion coastal erosion. This value may only be varied in the event modelling is undertaken in accordance with SPP2.6 Schedule One 4.4.1 (S1 Erosion) Allowance for the current risk of storm erosion.

The triggers should be included in any planning instruments arising from the CHRMAP process (as outlined in section 2.1), to support the implementation of planned or managed retreat.

Cost of taking land

Land acquired by taking by agreement is to be in accordance with the requirements under s168 of the LA Act. Here the purchase price may be specified as part of the s168 taking or alternatively be determined in accordance with Part 10 (s169 (1)) of that Act. Where the value is not specified in a s168 agreement, the value is to be determined in accordance with s241 of that Act, as for a compulsory taking.

Land compulsorily acquired for a scheme under s191 of the PD Act is valued in accordance with the process set out in s192 of that Act which involves a slight modification of the assumptions to be made in assessing compensation in s241 of the LA Act. Once the value of the land or any improvements on the land is established, the monetary amount is to be paid as compensation to the affected land owner for the loss of the proprietary right in land.

4. Special circumstances

In special circumstances it may be appropriate for the State Government to assume control over the implementation of planned or managed retreat. This is only likely in situations that have State significance, where the State Government needs to protect land that has or is proposed to be required for a specific purpose of a public character (such as those contained in Schedule 6 of the PD Act). The State Government can assume control through mechanisms set out in the PD Act in certain circumstances.

Region scheme

A region scheme is primarily a statutory mechanism to assist strategic planning. The content of the scheme may vary for each region, but they generally set out broad land use zones or policy areas and identify land required for regional public purposes. By operation of s126 of the PD Act, local planning schemes are automatically amended to reflect or give effect to the public purpose set out under a region scheme reservation. It is the presence of a region scheme reservation for a public purpose which enlivens the power to compulsorily acquire in s191 of the PD Act. Currently there are three region schemes in Western Australia: Metropolitan Region Scheme, Peel Regions Scheme, and the Greater Bunbury Region Scheme.

Planning Control Area declarations

A Planning Control Area (**PCA**), under s112 of the PD Act, is used to identify potentially strategically significant (but otherwise zoned) land and protect it from inappropriate development where there is either insufficient time to amend a region scheme, or where the scope of the area for a public purpose region scheme amendment is not yet known. Once a PCA is in place, additional power to compulsorily take or acquire land is conferred on the Western Australian Planning Commission (**WAPC**) by s186 PD Act. The use of these powers however, is confined to areas the subject of region schemes.

Improvement plans and schemes

Improvement plans and schemes allow the State Government to become the planning authority for a particular area of land to advance its planning and development. These planning instruments are explained under Part 8 of the PD Act and confer additional powers to compulsorily acquire land for the plan/scheme purposes. Significantly, these instruments can be adopted for use throughout the State for strategic purposes.

Where land is to be acquired through these mechanisms, the process and valuation is outlined above in section 3.3, in particular the compulsory acquisition of land under the PD Act / LA Act.

5. Alternative mechanisms

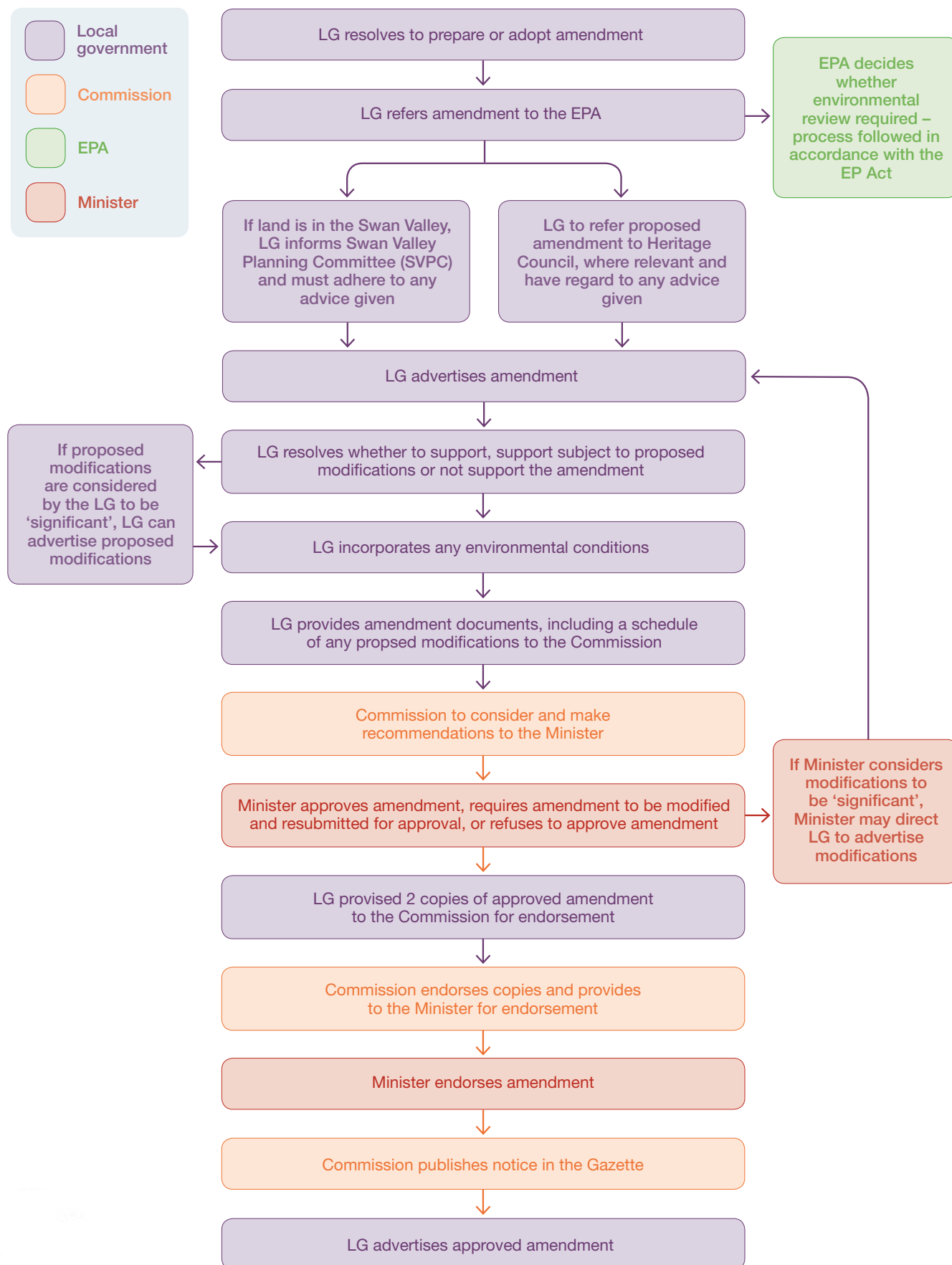
Coastal decision-makers will need to be proactive in coastal planning with regard to planned or managed retreat and its planning and funding pathways. Coastal decision-makers should investigate how such programs could be implemented through the CHRMAP process (as outlined above in section 2.1). Further to the method outlined in this document, the following is a possible mechanism for implementing planned or managed retreat.

Reservation of land

In the event of existing land use and development becoming a non-conforming use upon the reservation of land under a planning scheme for a public purpose, such usage can continue lawfully until the degree of coastal change affecting the land results in the need for the planning authority to more actively pursue acquisition. Reservation under the planning scheme would ultimately give rise to compensation. Under this method injurious affection compensation may be claimed by eligible owners pending the point at which acquisition becomes unavoidable where one of the triggers applies.

Appendix 1: Local Planning Scheme Amendment Process

Simplified process for standard amendments to local planning schemes flowchart



Appendix 2: Special Control Area Text

Draft amendment text

1. Insert the following into proposed Part (insert number), clause (insert clause):
(insert clause number) (insert number) Special Control Area No.
(insert number) – Coastal hazard risk area
2. Insert the following into proposed Part (insert number), after clause (insert clause number):
(Insert clause number) **Special Control Area (insert number) – Planned Retreat Area**
(Insert clause number) Purpose
The purpose of SCA (insert number) is to provide guidance as to the appropriate scope of land use and development to be permitted within a coastal erosion and inundation hazard risk area.

(Insert clause number) Objectives
 - a) To ensure land in the coastal zone is continuously available for coastal foreshore management, public access, recreation and conservation.
 - b) To ensure public safety and reduce risk associated with coastal erosion and inundation.
 - c) To avoid inappropriate land use and development of land at risk from coastal erosion and inundation.
 - d) To ensure land use and development does not accelerate coastal erosion or inundation risks; or have a detrimental impact on the functions of public reserves.
 - e) To ensure that development addresses the (insert CHRMAP) prepared in accordance with SPP 2.6 and (insert policy) prepared in accordance with (insert CHRMAP).
(Insert clause number) Additional provisions
 - a) All proposed development within the SCA requires approval.
 - b) Approval to be issued on a temporary or time limited basis.
(Insert clause number) Referral of applications
(Note: Any planning application should be referred to the Department of Transport, the Western Australian Planning Commission and any other relevant authority for advice and comment on the coastal risk.)
3. Amend the Scheme Map by inserting Special Control Area (insert number) as depicted on the Amendment Map.



City of Mandurah

Mandurah Northern Beaches CHRMAP Communications Package

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May 2020

This Mandurah Northern Beaches CHRMAP Communications Package has been prepared by GHD for City Of Mandurah and may only be used and relied on by City Of Mandurah for the purpose agreed between GHD and the City Of Mandurah as set out in section 1 of this report.

GHD otherwise disclaims responsibility to any person other than City Of Mandurah arising in connection with the Communications Package. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.

The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the Communications Package. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD described in the Communications Package. GHD disclaims liability arising from any of the assumptions being incorrect.

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Appendices

- Appendix A – Stakeholder and issues matrix
- Appendix B – Engagement plan
- Appendix C – Stakeholder champions
- Appendix D – Plan of the study area

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1. Communications package

The purpose of this communications package is to recommend engagement methods and provide communication material for engagement across the eight stages of the Northern Beaches Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) within the City of Mandurah (City).

The proposed engagement methods and collateral have been identified based on a refinement and further examination of the approach and program established in the Stakeholder and Community Engagement Plan (the engagement plan).

Communication will occur across all stages of the project via the City's 'Mandurah Matters' website, with additional engagement and communication during Stages 1, 5 and 8 of the project to achieve the engagement goals for each stage (see Table 1).

Table 1 Project stages and engagement goals

	Project stage	Engagement goal
1	Establish the context	Inform the community and stakeholders about the project, coastal hazards and planning for coastal hazards into the future.
		Directly engage community and stakeholders in the identification of coastal values that will inform decision-making.
		Asking stakeholders and businesses how coastal hazard impacts to coastally located assets and values may impact their business.
5	Risk Treatment	Directly engage key stakeholder groups in the evaluation and prioritisation of adaptation options through multi-criteria analysis.
8	Draft CHRMAP	Inform the community about the release of the draft CHRMAP and the process undertaken to develop it.
		Provide the opportunity for stakeholder and community to raise any technical questions and issues they have.
		Encourage submissions.

The following engagement methods will be employed:

- Website content, including FAQs
- Information sheets (flyers)
- Social media (Facebook)
- Newsletter notices
- Media releases
- Letters
- Presentations
- Online engagement
- Formal advertising
- Other (posters)

All collateral has been prepared by GHD and will be approved and distributed by the City of Mandurah in line with the communication protocols defined in section 6 of the engagement plan.

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1.1 Project branding

It is understood that the primary engagement platform will be the City's 'Mandurah Matters' website. It is assumed all branding and formatting of project communication material will be undertaken by the City as per their visual style and marketing guidelines to align with the overall branding for the City of Mandurah. GHD will provide the required content for all communications as outlined in this package.

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Western Foreshore - Play Space

Document Library

- Western Foreshore Recreation Site Context Plan (939 KB) (pdf)
- Western Foreshore Recreation Concept Plan (671 KB) (pdf)
- Western Foreshore Recreation Concept Package (8.45 MB) (pdf)

Who's listening

Renee Barton
Senior Landscape Architect
City of Mandurah
Phone: 9550 2777
Email: CityCentreProject@mandurah.wa.gov.au

Key Dates

- Community Consultation on City Centre Waterfront Project concepts
November 2018
- Council endorses City Centre Waterfront Project concepts including proposals for Western Foreshore Recreation Precinct
February 2019
- Community input into further developing vision for Skate and Activity Space
May 2019
- Play Space design further developed and shared with community
May → August 2019

FAQ

- What is the background to the Smart Street and City Centre Waterfront projects?
- Are the upgrade proposals funded?
- What about the vision to Foreshore Focus 2020 set for these places?
- When will works on these sites commence?

Related projects

- Live Projects
- ☒ City Centre Waterfront
- ☒ Western Foreshore Recreation Precinct

The City of Mandurah is about to embark on the exciting journey of creating a new Recreation Precinct on the Western Foreshore. The Recreation Precinct will include the development of a new adventure play space and the redevelopment of the existing Bill Bowler Skate Park into a destination Skate and Activity Space.

Where are we at with play space development?

A concept plan for the Western Foreshore Recreation Precinct was shared with community in November 2018. The proposals were well received and Council Adopted the [Western Foreshore Recreation Precinct Concept](#) at its meeting on February 26 2019.

Through the planning and consultation that has already been undertaken, we have established the play space will:

- Be a large scale, destination level facility that is valued by the local community and attracts users from outside the region.
- Be all inclusive, for users and carers of all abilities.
- Be unique and include design elements that celebrate the heritage and character of the site and Mandurah region.
- Provide challenging, adventure play elements that cater for a range age groups.
- Include a fenced/enclosed area with equipment catering for toddlers and young children.
- Include climbing towers 5-10m tall with cubbies and slides.
- Incorporate natural materials and salvaged timbers (from Mandurah Bridge).
- Consider all aspects of play including physical, sensory, social and imaginary.
- Include built and natural shade.

Where to from here?

The project is funded and the next stage is to prepare a detailed design for the Play Space and [Skate and Activity Space](#) in order to be able to progress with on-ground construction in 2020.

Figure 1 Example of the City's website and branding

GHD has recommended several platforms for engagement to complement the Mandurah Matters website as the primary platform. This enables the City to meet their engagement principles and to align with the engagement plan goals. Specifically, the use of multiple engagement platforms in a considered manner where appropriate will ensure all interested stakeholders have the opportunity to participate. Furthermore, it will support the project team in capturing the views of the broadest cross-section of stakeholders,

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including ratepayers who do and do not visit the northern beaches, tourists, local businesses and interest groups.

DRAFT

2. Engagement program

As discussed in the engagement plan, the approach is to effectively and transparently manage communications and engagement with stakeholders and the community, and to meaningfully integrate stakeholder and community input and feedback into the project outcomes. To do this, an understanding of who the stakeholders are and their interest in the project is required. Section 3 of the engagement plan analysed the stakeholders and issues relevant to the project, and presented a stakeholder and issues matrix (see Appendix A).

2.1 Stakeholder streams

Review of the matrix identified similarities between stakeholder groups across project interests, risks and issues. Identifying shared characteristics enables 'engagement streams' to be developed, being those stakeholders with shared characteristics and engagement objectives. Each stakeholder stream is then paired with a specific engagement approach that is the most effective in raising awareness of the project and facilitating participation from those stakeholders.

The following section details three engagement streams based on their shared characteristics and objectives. A detailed activity plan has been prepared targeting these three streams. The detailed activity plan builds on Table 7 of the engagement plan (provided in Appendix B) by providing specific recommendations on tools for engagement and communication material.

2.1.1 Awareness

Engaging stakeholders relies on their awareness of the project and willingness to participate. Awareness can be achieved passively, through a 'catch-all' approach using social media and other broad engagement platforms (see Figure 2). Alternatively, where stakeholders are disinterested, unaware or do not associate any direct or indirect connection with the project, active engagement is often more effective. These stakeholders can be engaged via more direct activities such as personalised emails, focus groups and through champions.

Champions are specific individuals identified as key gatekeepers and influencers through whom the City can reach out to the broader stakeholder group (see Figure 2). Appendix C lists prospective champions [to be provided by the City].

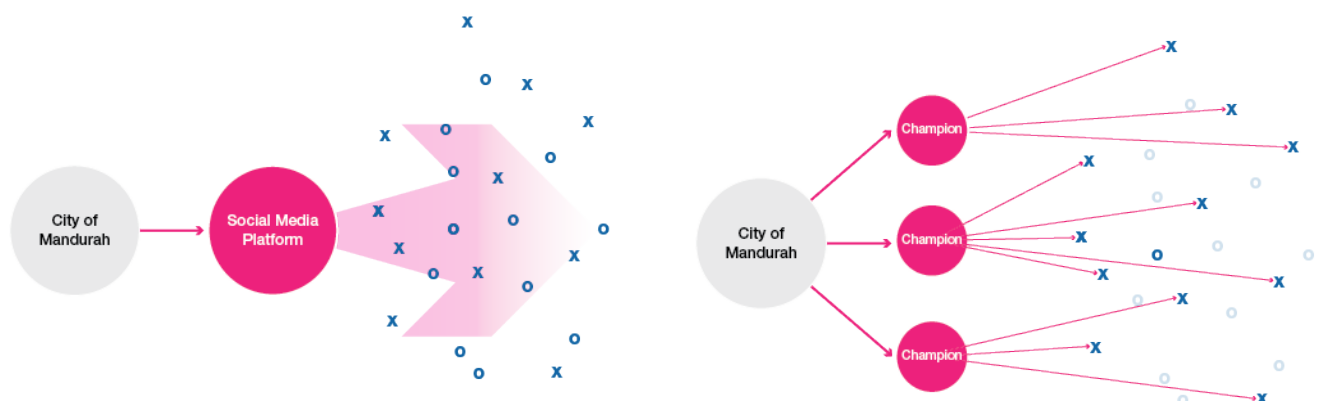


Figure 2 Passive (l) and active (r) engagement approaches

Table 2 Stakeholder streams

	Users/asset owners	Funders	Approvers
Who	Stakeholders who directly access or benefit from the northern beaches coastline and study area.	Ratepayers and residents who contribute to and fund the management of the study area, including those that do not directly access or benefit from the northern beaches coastline.	Decision-makers with influence and/or responsibility over implementation of the CHRMAP.
What	Key question - Attitude to coastal protection and how it should be funded given direct benefit	Key question – Attitude to coastal protection and how it should be funded given lack of direct benefit	Key question – Balancing the competing needs in the community and fairly allocating funds
How	<p>Users and asset owners will often have an active, vested interest in the future management of the study area.</p> <p>The engagement approach for these users is through both passive, catch-all engagement platforms such as the website and social media as well as recruitment through champions.</p>	<p>Funders can include stakeholders from the user/asset owners stream as well as those that do not directly engage with or benefit from the study area but fund its management.</p> <p>The engagement approach is focused on more direct and tailored activities to ensure the values and opinions of all stakeholders who fund the management of the study area are given equal opportunity to engage.</p> <p>Identifying champions and employing them to recruit interest is critical to gain input from the funders stream.</p>	<p>Approvers will be engaged via direct liaison, project workshops and review of project deliverables. This is the most effective way to gain consensus and buy-in for the final CHRMAP.</p>

2.2 Detailed activity plan

		Stage 1: Establish the Context						Stage 5	Stage 8
		1: Recruit interest	2: Online survey	3: Beach visit	4: Pop-up stand	5: Focus groups	6: End of stage 1	TBC	TBC
		JULY 2019	JULY 2019	JULY 2019	JULY 2019	AUGUST 2019	AUGUST 2019		
Engagement method	Website content								
	Information sheet								
	Social media								
	Newsletter notice								
	Media release								
	Letter								
	Presentation								
	Online engagement								
	Formal advertising								
	Other								

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3. Communication materials

3.1 Project website

The website is the main engagement platform to provide continuous information and feedback opportunities between the project team, key stakeholders and the broader community. The City will host a project webpage, with project timelines to be updated during the project. Access to the webpage will be promoted by social media and media releases.

STAGE 1: Establish the Context

ACTIVITY 1: RECRUIT INTEREST

[INCLUDE MAP OF PROJECT AREA]

Main text

The City of Mandurah is working to identify the vulnerability of its northern beaches to coastal processes (erosion and flooding) through a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) project. This project aligns with and supports the State Government approach for decision-making in relation to coastal hazards.

The objective of the project is to identify immediate, short (25 year), medium (25-50 year) and long term (50-100 year) coastal hazard risks and to properly plan for adaptive land use and development in light of a changing coastal environment.

The project will provide advice on how the impacts of a changing coastline will influence development decisions in the area. The project will seek feedback on impacts and concerns of affected community members or groups. This will ensure that the adaptation plans are robust, fair and respond to existing community values.

How to be involved

The project will be asking for community feedback as to the importance of coastal assets to influence the recommendations of the CHRMAP.

The first opportunity to contribute will be through a community survey located on this website between XX and XX. The coastal adaptation team will also be holding pop-up engagement sessions at the northern beaches in the coming months to answer questions about coastal erosion and ask your opinion on coastal assets and their value.

The City will provide regular updates through this website, social media and community events so the community is informed. Further information on the project can be found in the document library and FAQ.

Document library

- Project Overview (see section 3.2)

Project timeline

[dates subject to approval and finalisation of project program]

Stage 1: Establish the Context

JULY – AUGUST 2019

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- Online Survey (July)
- Pop-up information stand (Saturday July 20)
- Beach roving survey (Saturday July 20)
- Focus group sessions (August)

Stage 2: Risk and Hazard Assessment

JUNE – SEPTEMBER 2019

Stage 3: Risk Treatment

SEPTEMBER – OCTOBER 2019

- Stakeholder workshops

Stage 4: Draft CHRMAP Report

NOVEMBER 2019 – JUNE 2020

- Prepare draft report
- Council endorsement for advertising
- Public advertising
- Community information sessions
- Review of submissions

Stage 5: Final CHRMAP Report

JUNE 2019

- Prepare final report
- Council endorsement

Who's listening

NAME - POSITION

City of Mandurah

Phone: XXXX

Email: XXX@mandurah.wa.gov.au

FAQ

What is a CHRMAP?

A CHRMAP is a Coastal Hazard Risk Management and Adaptation Plan. This is a strategic planning document that informs community and decision makers about the potential hazards, consequences and actions needed to meet the challenges of sea level rise and the coastal hazards of erosion and inundation (flooding). The CHRMAP identifies areas and assets vulnerable to sea level rise and coastal hazards, and

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develops strategies to ensure land in the coastal zone is continuously provided for foreshore management, public access, recreation and conservation.

The State Coastal Planning Policy (produced by the Western Australian Planning Commission) requires local governments across the state to prepare CHRMAPs for coastal land under their management.

What are the different types of coastal hazards?

The State Coastal Planning Policy identifies and describes the various types of coastal hazards that need addressing through coastal hazard risk management and adaptation planning:

- Erosion refers to shoreline movement where the shoreline retreats landward, reducing the width of the coastal foreshore reserve and/or the distance to any fixed assets or infrastructure behind the beach; and
- Inundation means the flow of water onto previously dry land. It may either be permanent (for example due to sea level rise) or a temporary occurrence during a storm or tropical cyclone event.

INCLUDE PICTURES

Will my use and enjoyment of the coastal areas covered by the CHRMAP be impacted?

In the short-term, it is likely that existing protection and adaptation measures will be sufficient to maintain current beach areas and use and enjoyment will be unaffected. Active management may be required following extreme storm events and to maintain amenity (in line with current maintenance activities). In the medium to long-term, significant decisions will need to be made and the community's input will be an important part of this process.

I don't use the beach, how will this project affect me?

This project supports planning and investment decisions to be made by the City. If you do not use the beach and would prefer investment in other areas e.g. libraries, roads, inland parkland area/facilities it is important to say so. Keep an eye on this website to find out about opportunities to provide feedback.

What is coastal adaptation planning?

Coastal adaptation planning aims to ensure that decisions today do not restrict the decisions that can be made in the future.

What are the different adaptation options?

Adaptation options can vary from doing nothing to 'soft' approaches such as revegetation and sand nourishment to 'hard' approaches which involve coastal protection infrastructure that may have other coastal impacts and can be very high cost financially.

Why is protection not always the most viable adaptation pathway?

Protection infrastructure can have high financial costs and only directly affect a few people. This investment may be better directed elsewhere but it is important to know what the community values to help make these decisions.

Will my property be affected by the CHRMAP project?

The CHRMAP includes assessment of coastal hazards and risks over time. This may indicate risks to private properties. The CHRMAP will recommend planning and decision making pathways to address those risks.

I am concerned that the maps will negatively affect the value of my property. Is this likely to be the case?

The residential property market is subject to a number of external factors that can influence property values. The City is unable to comment as to whether the release of the CHRMAP will negatively impact the value of properties that have been identified as being at risk over the next 100 years.

Will these maps affect my property insurance?

These maps do not increase the existing risk status of property. This risk already existed prior to the preparation of these maps and is likely to be already known by insurers. The maps are an information and management tool that provides landowners, the broader community and the City with a clearer indication of areas that may be vulnerable to coastal erosion over various planning timeframes. The City has no control or influence in the calculation of property insurance as this is a matter for private insurers. Home/business owners should ensure they are familiar with their policy and are aware of any risks their policy will not cover.

ACTIVITY 2-4: SURVEY, BEACH VISIT AND POP-UP STAND

The following provides additional or new information to update the website.

Main text

[INCLUDE COVER PHOTO]

It's time to get to know what you value about our northern beaches coastline and let us know how you would like funding to be prioritised.

The northern beaches are seen by many individuals and businesses as an important aspect of their coastal lifestyle. For other community members, it is important to understand the impacts of mitigation and adaptation, and how this will affect funding priorities for the City.

We are seeking your feedback, whether you are a local, frequent visitor, business owner or don't have an interest in the northern beaches. It is important to gain an understanding of everyone's priorities and values so that we can work towards a citizen-led CHRMAP for the future of our coastline.

Shape our coastal future

There are a number of ways to get involved and share with us what you value about our coastline and how it should be managed:

1. Take a survey **[link (see 3.8.1)]** and tell us what matters to you as an individual.
2. **EngagementHQ 'Places' Tool**
3. Come and visit us and have a conversation at one of the events and locations we will be visiting during July.
4. Join the conversation on Facebook **[link]**

Places tool

Include interactive map of study area for people to contribute (see 3.8.2)

Events and pop-up sessions

- Beach roving survey – XX July 2019
- Pop-up information stand – XX July 2019

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- Online survey – XX July to XX July 2019

Document library

- Coastal Values (see section 3.2)

ACTIVITY 5: FOCUS GROUPS

The following provides additional or new information to update the website.

Main text

[INCLUDE COVER PHOTO]

Thank you all for your contribution, the survey is now closed.

We are on the look out for individuals or groups who would like to be involved in focus group workshops. The workshops provide an opportunity for us to describe the CHRMAP process, test our findings from the online survey and seek additional information from the community. We are seeking the following people to participate:

- Local business owners in the study area
- Users of the northern beaches
- Ratepayers who do not use or visit the beach
- City staff and Councillors
- Any community groups with an interest in the project

Workshops will be held in the first week of August at the Town Hall.

Please use the submission form below to register your interest or call us on XXX.

Places tool

Close 'Places' tool but keep it on the website for people to view.

Project timeline

Update project timeline to reflect activities that have now closed.

ACTIVITY 6: END OF STAGE 1

Main text

[INCLUDE COVER PHOTO]

Thank you for your contribution!

The engagement activities for Stage 1 of the CHRMAP are now closed. The project team is working busily to prepare the next stage based on your inputs.

What's next?

Stage 3 brings together the findings of Stage 1 (Establish the Context) and Stage 2 (Risk and Hazard Assessment) to identify the most suitable management and adaptation options. You will have the opportunity to provide feedback on the proposed options through a series of workshops. Please use the submission form below to register your interest in attending one of the workshops.

In the meantime, keep an eye on this page and our Facebook for further updates.

Project timeline

Update project timeline to reflect activities that have now closed.

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3.2 Information sheets (flyers)

Information sheets will be used as a digital and print resource to raise awareness and build understanding about the project and its progress. The flyers will also provide a summary of how stakeholder and community inputs have been considered and applied by the team throughout the project.

STAGE 1: Establish the Context

This flyer provides an overview of the entire project and should be used as a concise resource for people wanting to get an understanding of the purpose and timeframes of the project.

ACTIVITY 1: RECRUIT INTEREST

[IMAGE]

Project Overview

The City of Mandurah is undertaking a project to identify the coastal hazards faced by its northern beaches and adjacent communities. The project will deliver a Coastal Hazards Risk Management and Adaptation Plan (CHRMAP) for the northern beaches. The overall objective of the project is to actively investigate and manage potential coastal erosion and flooding in the project area.

This will allow the City to properly plan for adaptive land use and development along the coastline in light of the changing coastal environment.

The project is broken into five key stages:

- Stage 1 Establish the context: This stage sets the scene of the coastal environment and identifies community values for the northern beaches and surrounding areas.
- Stage 2 Risk and hazard assessment: This stage identifies and quantifies coastal hazards and analyses them against community and stakeholder values to evaluate acceptable risk.
- Stage 3 Risk treatment: The fourth stage develops a plan for the most appropriate coastal adaptation responses based on a variety of social, cultural, environmental and economic considerations.
- Stage 4 Draft CHRMAP Report: This stage includes the preparation and review of the CHRMAP, including public advertising.
- Stage 5 Final CHRMAP Report: The final report will be endorsed by Council.

--- [INFO BOX]

I don't use the beach so this isn't relevant to me.

We are seeking input from everyone who will be directly and indirectly affected by the CHRMAP. If you are a ratepayer, you have the right to understand how the recommended strategies may impact future funding priorities and the City's investment in the community. Don't miss out, have your say---

Regular updates will be provided through the website, the City's Facebook page and several pop-up events over the coming months. Follow us to keep up to date.

[Link to website and facebook]

ACTIVITY 2-4: SURVEY, BEACH VISIT AND POP-UP STAND

Coastal Values

What are coastal values?

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Communities value different things. Mandurah's location offers a variety of environments – access to the coast, lakes, parkland and provides a gateway into more rural areas. When planning for the future it is important to know what the community values so we can compare values of the coast to how much value is placed on other areas e.g. lakes systems, local neighbourhood parks.

Once we know the wider values we can look at coastal values in more detail. Coastal adaptation options are then informed by the values of the coast. This includes more than the economic value or cost of assets that may be impacted; it includes the social and environmental values of a place – are the coastal views and social gathering space (grassed area/ BBQs) more important than access to the ocean? How does this change at different locations?

Social and environmental values can be heavily compromised by adaptation measures, such as engineered protection options used to protect land and assets. It is important that coastal adaptation projects take into account the broader community values and public benefits of the coast so the right decisions are made.

How can I be involved?

You can contribute to the project by highlighting the key things you enjoy and value about the City and telling us what you think about the northern beaches coastline and surrounding areas through our online survey. We are looking for contributions from everyone, including community members who do not visit the northern beaches and those who only visit occasionally. The survey is on our website [XX](#) and will be open until [XX](#).

Keep up to date

The City's adaptation team will also be hosting several pop-up events during the survey period, find out more on our website and Facebook page.

[\[Link to website and facebook & potential QR code to survey\]](#)

3.3 Social media

Social media will be used to promote the project and direct stakeholders to project information and events.

3.3.1 Facebook posts

The City of Mandurah's Facebook page (@CityofMandurah) is an active engagement platform, followed by just under 15,000 people with 14,244 'likes'. Facebook posts also offer an additional opportunity for engagement with those who prefer to use social media.

Confirm if the City has guidelines for social media posts.

STAGE 1: Establish the context

Activity	Indicative date	Post
1	Same day as website goes live	<p>The City's northern beaches are an important part of our community. Our coastal assets are increasingly at risk of erosion and flooding. The City is preparing a plan to understand the impacts of and manage our changing coastal environment.</p> <p>Learn more about the project and how you can help us plan the future of our northern beaches by going to our website [link to website].</p> <p>INCLUDE PICTURE/SHORT FILM</p>
3&4	Two weeks prior to beach visit and pop-up stand (to occur within week after survey going live)	<p>Come and have a chat about our beaches.</p> <p>The City will be hosting several pop-up events as part of the Northern Beaches Coastal Hazard Risk Mapping and Adaptation Planning (CHRMAP) project. Keep up to date and get reminders by attending 'The Future of Mandurah's Northern Beaches' event [link to fb event].</p> <p>INCLUDE PICTURE WITH TEXT</p>
2	One week prior to survey going live	<p>Are you interested in where your money goes?</p> <p>The City will be undertaking a survey in July to gather community feedback on the value of our northern beaches compared to other community places.</p> <p>Managing the coastline will require funding into the future, and it is important to hear from everyone to guide where money is spent.</p> <p>Keep your eyes on this page for updates and go to our website for more information [link to website].</p>
2	One week prior to survey going live	<p>Fill in the blank: I love the northern beaches because_____.</p> <p>The City will be undertaking a survey in July to understand what the community values about our northern beaches.</p>

		<p>Keep your eyes on this page for updates and go to our website for more information [link to website].</p> <p>INCLUDE PICTURE</p>
2	Day survey goes live	<p>The survey for the Northern Beaches CHRMAP project is now LIVE.</p> <p>The City is looking for your feedback on coastal values, whether you are a regular beach-goer or not.</p> <p>You have until XX to share your thoughts and let us know what you think is the best way to manage our coastal future [link to website].</p> <p>INCLUDE PICTURE/SHORT FILM</p>
4	Three days before pop-up stand	<p>Come say hi!</p> <p>Our coastal adaptation team will be at the XX from 9-11 to answer any questions you have about the Northern Beaches CHRMAP project. For more information visit our website and attend the event [link to fb event].</p> <p>INCLUDE PICTURE</p>
3	Day before beach visit	<p>Popping down to the beach this weekend?</p> <p>Watch out for the coastal adaptation team tomorrow who will be roaming around answering questions about the Northern Beaches CHRMAP project between 7 am and 5pm. Check exactly where they will be on our website and the event page [link to fb event].</p> <p>[link to website].</p> <p>INCLUDE PICTURE (OF PROJECT TEAM IF POSSIBLE)</p>
2&5	Day survey closes	<p>The Northern Beaches CHRMAP survey is now closed.</p> <p>If you still have more to say, please register your interest for upcoming focus group workshops on the project website.</p> <p>We are particularly interested in speaking to those of you living near the northern beaches that don't go to the beach, local business owners and people who are part of a local community group.</p> <p>INCLUDE PICTURE</p>
5	Two weeks before focus groups	<p>What do you value about the City? The City is running a project assessing coastal risks into the future. If you do not value or use the coast very much and would prefer to see investment elsewhere (libraries, roads, other recreation areas) we want to hear from you.</p> <p>Visit City's website to see how you can be involved.</p>

3.3.2 Facebook events

STAGE 1: Establish the Context

ACTIVITY 2 & 3: BEACH VISIT AND POP-UP STAND

Facebook events provide a way to track interest in the project and remind those wanting to join in the pop-up events. The project website remains the key engagement platform, and all events will link to the website. Nonetheless, Facebook events provide an alternative for those who prefer to use social media.

Image: XXX

Event name: The Future of Mandurah's Northern Beaches

Description: The coastal adaptation team will be at a pop-up information stand and roaming around Mandurah's beaches on Saturday XX. We are here to answer any questions about the Northern Beaches CHRMAP project. Have a chat and learn more about how you can take part in deciding how to manage our changing coastline.

You can find the team at the following beach locations, and roaming the beaches inbetween:

- Madora Bay Beach, 7-7:30 am
- Halls Head Parade Beach, 8:30-9 am

There will also be a pop-up information stand located at the following locations:

- XXX, 10 – 11:30 am
- XXX, 3:30 – 5 pm

Pick a time and place that suits and come say hi.

Check the website for more information [\[link to website\]](#).

3.4 Newsletter notices

Same content as section 3.5 Media releases, in print rather than digital format.

3.5 Media releases

Local media will be engaged to promote the project and key consultation events through media releases.

STAGE 1: Establish the Context

ACTIVITY 1: INTRODUCE PROJECT

Planning for the future of Mandurah's northern beaches

The City of Mandurah has begun investigating the impacts of a changing coastline on Mandurah's northern beaches. The City is preparing a Northern Beaches Coastal Hazard Risk Mapping and Adaptation Plan for the coastline between Madora Bay and Roberts Point.

According to XX, the plan will XX.

“[QUOTE]” they said.

The completed plan will be used to inform decision makers about short and long term possible coastal hazards and associated risks to assets and social values. The plan will allow them to make informed decisions about future coastal management and planning.

Regular updates will be provided through the website, social media and several pop-up events. A survey to be undertaken in July will key in gathering feedback and understanding concerns and impacts of potential risk management strategies.

More information on the project can be found at the Mandurah Matters website at XX.

ACTIVITY 2-4: SURVEY, BEACH VISIT AND POP-UP STAND

Conversations to manage the future of Mandurah's northern beaches

The City of Mandurah is reaching out to the local community to ask what they value about the northern beaches coastline. The Northern Beaches Coastal Hazards and Risk Management and Adaptation Plan (CHRMAP) will investigate and manage coastal erosion and flooding risks within the City's northern beaches.

According to XX, the plan will XX.

“[QUOTE]” they said.

The first stage of the project includes identifying coastal hazards and undertaking community engagement to understand the values and importance of the northern beaches coastal areas.

A survey is now open to the public and can be accessed at the Mandurah Matters website at XX. The survey closes DAY MMMM DD.

You can also chat to the City's coastal adaptation team during one of their pop-up events. For more information go the website or visit the City's Facebook page.

3.6 Letters

Letters will be sent out to champions and stakeholders in the 'Funders' stream as a form of active engagement. The letters will seek specific actions from the stakeholder to contribute to engagement activities for the project.

STAGE 1: Establish the Context

LETTERS TO BE PREPARED

ACTIVITY 1: RECRUIT INTEREST

3.6.1 Stakeholder champions

3.6.2 Nearby residents

3.6.3 Nearby businesses

ACTIVITY 5: FOCUS GROUPS

3.6.4 Local businesses

3.6.5 Community groups

3.6.6 Ratepayers who do not access the beach

3.6.7 City staff and Councillors

3.7 Presentations

Presentations will provide more detailed project information and opportunities for values mapping as part of in-consultation activities with key stakeholders.

STAGE 1: Establish the Context

ACTIVITY 5: FOCUS GROUPS

Presentations will be used to guide the focus group sessions. These will be prepared and submitted to the City for review one week prior to the event date.

Table 3 Focus group dates

Focus group session	Date
Business owners d	TBC
Beach user	TBC
Ratepayers who do not use the beach	TBC

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3.8 Online engagement

Online engagement will primarily be used to gather information on coastal values, risk tolerance, importance of decision-making factors, and perceptions on funding opportunities for coastal adaptation.

3.8.1 Survey

STAGE 1: Establish the Context

ACTIVITY 2: SURVEY

TO BE PREPARED

City to confirm use of SurveyMonkey or EngagementHQ ‘Survey’ engagement tool.

3.8.2 EngagementHQ Places

STAGE 1: Establish the Context

ACTIVITY 2: SURVEY

The ‘Places’ engagement tool from Bang the Table’s suite of online engagement tools is a great way to gather information on coastal assets and characteristics that are valued by the community. This is a perfect alternative to gain feedback from those who would rather not complete the full survey. It is also a useful tool for in-person engagement and can be used during the pop-up information and beach roving sessions.

City to confirm if they would like to use ‘Places’ engagement tool.

3.9 Formal advertising

Formal advertising will be undertaken to receive submissions from stakeholders for preparation of the final CHRMAP report.

STAGE 1: Establish the Context

N/A

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Appendices

Appendix A – Stakeholder and issues matrix

Stakeholder	Level of engagement	Issues	Interest	Influence	Potential involvement	Project Delivery
Project Control Group						
City of Mandurah – staff	Collaborate	Project scope and timeframes. Protection of infrastructure and assets.	High	High	High	Direct liaison. Review of project documents. Project workshops.
City of Mandurah – Councillors	Involve	Political impacts. Environmental impacts.	High	High	High	Direct liaison. Project workshops.
Department of Planning, Lands and Heritage	Involve	Economic impacts. Social impacts Community benefits.	High	High	High	Direct liaison. Review of project documents. Project workshops.
Department of Transport (Coastal Infrastructure)	Collaborate		High	High	High	Direct liaison. Review of project documents. Project workshops.
Government						
Peel Harvey Catchments Council	Inform, consult	Project scope and timeframes. Environmental impacts. Economic impacts. Social impacts. Community benefits.	Medium	Medium	Medium	Direct liaison

Stakeholder	Level of engagement	Issues	Interest	Influence	Potential involvement	Project Delivery
Peron-Naturaliste Partnership	Inform/consult	Project scope and timeframes. Environmental impacts. Economic impacts. Social impacts. Community benefits.	Medium	Medium	Medium	Direct liaison
Utility/Service Providers						
Water Corp	Inform, consult	Protection/retreat of infrastructure and assets. Changes to servicing requirements and locations.	Medium	Medium	Medium	n/a
Business/local industry						
Peel Chamber of Commerce and Industry Inc	Inform, consult	Economic impacts. Protection of assets. Disruption to business operations. Business benefits. Loss of income. Property development opportunities (or constraints).	Medium	Medium	Medium	
Local business e.g. Seashells Mandurah, Silver Sands Resort,	Inform, consult		High	Medium	Medium	

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Stakeholder	Level of engagement	Issues	Interest	Influence	Potential involvement	Project Delivery
Tides Café, Madora Bay Tavern						
Local landowners/community groups						
General community members and residents	Inform, consult	Protection/retention of assets (private and public). Property values. Consultation events. Lifestyle and amenity issues. Loss of rights. Social impacts. Environmental impacts.	High	High	High	n/a
Mandurah Coastcare Coordinating Advisory Group	Inform, consult		High	Medium	High	n/a
Other						
Tourists and visitors	Inform, consult	Lifestyle and amenity. Social impacts. Environmental impacts.	High	Medium	Medium	n/a
Local newspaper	Inform	Negative reporting of project and outcomes. Lifestyle and amenity issues. Environmental impacts.	Medium	Medium	High	n/a

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Stakeholder	Level of engagement	Issues	Interest	Influence	Potential involvement	Project Delivery
		Impacts on local residents/communities				

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Appendix B – Engagement plan

Engagement activity	Stakeholder	Purpose of engagement activity	Task details	Estimated timing	Responsibility
Stage 1: Establish the context					
Prepare stakeholder and community engagement plan	City	Develop stakeholder and community engagement plan including key messaging to guide engagement across the CHRMAP project	Develop draft stakeholder and community engagement plan	28 March 2019	GHD
			Review draft stakeholder and community engagement plan	3 April 2019	City
			Amend and finalise draft stakeholder and community engagement plan	8 April 2019	GHD
Prepare project communication and consultation materials	All stakeholders	Support stakeholder engagement by the project team Materials to focus on those required to implement the community values online survey, including: <ul style="list-style-type: none"> • Project information sheet to be distributed as a flyer and available on request • Advertising content to be placed in local newspaper • Notices to be placed in newsletters • Content to be placed on digital media channels • Online survey Materials to provide information about the project to the community, seek input to the values and promote participation in the online survey, advise of the timing and purpose of the	Prepare draft materials		GHD
			Review draft materials (including review by Marketing and Communications team for style and branding)		City
			Amend and finalise materials and distribute to project team		GHD

		upcoming community consultation workshops/focus groups and provide contact details for further information			
Confirm project telephone and email	All stakeholders	Confirm contact telephone number and email for stakeholder enquiries	Confirm telephone number and email address to be used and promoted for project enquiries		City
Newsletter notice	All stakeholders	Provide brief notification of the project and advise of beach visit	Finalise notice for inclusion in newsletter		City
Media release	All stakeholders	Advertise project, promote participation in online survey and advertise beach visit	Circulate media release		City
Review, update and issue project communications: <ul style="list-style-type: none"> • City website • Facebook • Twitter 	All stakeholders	Provide summary / detailed information (as appropriate to each digital media channel) on the project and promote participation in online survey	Draft content		GHD
			Place content on digital media channels		City
Implement online survey	All stakeholders	Seek input from a broad range of the community, provide opportunity for all community members to input into the establishment of values for the study area. Outcomes will inform the context chapter in the CHRMAP report and be incorporated into the Risk Treatment.	Launch survey	Open for period of 4 weeks	GHD
			Monitor responses		GHD
			Analyse and document stakeholder responses and incorporate into CHRMAP Report	Ongoing	GHD
Beach roving intercept surveys	All stakeholders	Introduce project, encourage participation in online survey.	Discuss project with community, promote survey		GHD
Pop-up stand	All stakeholders	Introduce project, encourage participation in online survey.	Introduce project, map values, discuss risk tolerance		GHD
Focus groups	All stakeholders	Introduce project, explore themes of consequence and risk tolerance.	Introduce project, map values, discuss risk tolerance		GHD

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Maintain stakeholder engagement register	All stakeholders	Document all engagement, communications and actionable feedback, meetings and workshop minutes, stakeholder discussions and comments Allow the City to accurately monitor and report on input, potential issues and risks and plan for future consultation	Maintain stakeholder engagement register	Ongoing	GHD
Stage 5: Risk Treatment					
Newsletter notice	All stakeholders	Brief notice of project, promote 6 MCA workshops to attract different stakeholder groupings	Draft notice		GHD
			Finalise and include in newsletter		City
Media release	All stakeholders	Brief notice of project, promote 6 MCA workshops to attract different stakeholder groupings	Draft media release		GHD
			Finalise and circulate media release		
Review, update and issue project communications: • City website • Facebook • Twitter	All stakeholders	Brief notice of project, promote 6 MCA workshops to attract different stakeholder groupings	Draft content		GHD
			Finalise and place content on digital media channels		City
MCA workshops	All stakeholders	Preferencing adaptation options	Identify stakeholder groupings for 6 MCA workshops		City/GHD
			Recruit workshop attendees		City/GHD
			Prepare focus group materials, facilitate group sessions, summarise outcomes		GHD
Stage 8: Draft CHRMAP					
Newsletter notice	All stakeholders	Advertise project, promote release of draft,	Draft notice		GHD

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		encourage submissions	Finalise and include in newsletter		GHD
Media release	All stakeholders	Advertise project, promote release of draft, encourage submissions	Draft media release		GHD
			Finalise and circulate media release		City
Review, update and issue project communications: • City website • Facebook • Twitter	All stakeholders	Brief notice of project, promote 6 MCA workshops	Draft content		GHD
			Finalise and place content on digital media channels		City

Appendix C – Stakeholder champions

TO BE PREPARED

DRAFT

Appendix D – Plan of the study area

DRAFT

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GHD

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Document Status

Revision	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
A	B Benjamin	N Hoey		C Thompson		5/7/19



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10	SUBJECT: DIRECTOR: MEETING: MEETING DATE:	Rivers Regional Council: Transition to Rivers Regional Subsidiary Director Works and Services Council Meeting 26 May 2020
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Summary

The City of Mandurah is a Member Council of the Rivers Regional Council. Along with the Cities of Gosnells, Armadale, South Perth and the Shires of Serpentine Jarrahdale and Murray, this collective has formed as the Rivers Regional Council for the specific purpose to strategically manage municipal waste disposal on the member's behalf.

Council at its meeting of 28 May 2019 considered the future structure of the Rivers Regional Council and resolved to support the windup of the Rivers Regional Council and the transition to a Regional Subsidiary, subject to the requisite approvals being obtained.

Since this time the Rivers Regional Council has been working with its Member Councils and relevant State Government agencies in an effort to progress the arrangements to transition the Rivers Regional Council to the Regional Subsidiary model. The *Rivers Regional Subsidiary Business Plan 2020 – 2025* and the *Charter of the Rivers Regional Subsidiary* have been developed and each Member Council was required under the *Local Government (Regional Subsidiaries) Regulations 2017* to give local public notice of the proposal to form a Regional Subsidiary and seek public submissions for a period of not less than six weeks.

In line with this formal process, the City placed an advertisement in the local newspaper in February 2020 and the relevant documents were made available on the City's website and at the City of Mandurah offices. No public submissions were received over the required six-week period.

Council is requested to endorse the *Rivers Regional Subsidiary Business Plan 2020 – 2025* and the *Charter of the Rivers Regional Subsidiary* and resolve to proceed with the proposal to form the Rivers Regional Subsidiary.

On approval of the Minister for Local Government to form the Rivers Regional Subsidiary, Council is also requested to authorise the Mayor and Chief Executive Officer to execute the following deeds once all arrangements are in place for the Rivers Regional Subsidiary to be established:

- Deed of Dissolution of the Rivers Regional Council
- Deed of Asset Transfer
- Deed of Novation

Disclosure of Interest

Councillor Green and Councillor Darcy are Council's appointed representatives to the Rivers Regional Council.

Location

Citywide

Previous Relevant Documentation

- G.15/5/19 22 May 2018 Council agreed in principle to the windup of the Rivers Regional Council and transition to a Regional Subsidiary as soon as the requisite approvals can be obtained.

Background

The Rivers Regional Council, of which the City of Mandurah is a member, has achieved its main goal to procure alternative waste disposal treatment of its municipal waste for its Member Councils.

A contract has been awarded to Avertas Energy for the treatment of municipal waste from its Member Councils, and the Waste to Energy plant is currently under construction in Kwinana. It should be operational by late 2021. Given that the major goal of the Regional Council has now been achieved, Member Councils have given due consideration to the future organisational structure of the Regional Council that will efficiently and effectively monitor and manage what is essentially contract management for its municipal waste disposal.

A Regional Subsidiary was considered the preferred model for the future management structure of the Rivers Regional Council.

Regional Subsidiary

A Regional Subsidiary is a semi-independent collaborative organisation established by two or more local governments to provide new or existing services that can be more effectively delivered together than by one local government alone.

It is a corporate body managed by a Board comprising representatives from each member local government and may have two optional 'expert members'.

It operates in accordance with its Charter, which is similar to a constitution, and may employ staff and have its own premises. Each Regional Subsidiary can determine its own rules.

The model being proposed is one where each local government would appoint an officer to represent them. This does not preclude an Elected Member from each local government also being appointed. The entity has not been determined, as the first step in this process is to have agreement by all parties to transition to a Regional Subsidiary.

At the 2 May 2019 meeting, the Rivers Regional Council resolved as follows:

1. *The Council RESOLVED to seek approval from participating Councils to windup the Rivers Regional Council and transition to a Regional Subsidiary as soon as all approvals can be obtained.*
2. *The CEO arrange preparation of:*
 - *The Windup Agreement and relevant legal processes including individual Council and Ministerial approval and*
 - *The Rivers Regional Subsidiary Charter and Business Plan*

Council considered a report on the transition of the Rivers Regional Council to a Regional Subsidiary structure (*the Rivers Regional Subsidiary*) at its meeting on 28 May 2019 meeting, and resolved as follows:

"That Council agrees in principle to the windup of the Rivers Regional Council and transition to a Regional Subsidiary as soon as the requisite approvals can be obtained."

Since Council's consideration of the May 2019 report, the Rivers Regional Council has been liaising with relevant State Government agencies and Avertas Energy in an effort to progress the arrangements to transition the Rivers Regional Council to a regional subsidiary model.

Comment

The Rivers Regional Council has developed *The Rivers Regional Subsidiary Business Plan 2020 – 2025* and the *Charter of the Rivers Regional Subsidiary (Attachments 10.1 and 10.2)*. Sections 3.69, 3.70 and 3.71 of the *Local Government Act 1995* sets out the requirements for two or more local governments

entering into arrangements to form a Regional Subsidiary, with specific requirements related to the process governed by the *Local Government (Regional Subsidiaries) Regulations 2017*.

In accordance with Part 2 of the *Local Government (Regional Subsidiaries) Regulations 2017*, each participant must give local public notice of the proposal to form a Regional Subsidiary, with the proposal and Business Plan being advertised for comment for a period of not less than six (6) weeks. In accordance with Regulation 4(4) the Business Plan must be made available on the City's website and Council offices.

Accordingly, an advertisement was placed in both Mandurah local newspapers in early February 2020 advising of the intent to transition the Rivers Regional Council to a Regional Subsidiary. A copy of the *Rivers Regional Subsidiary Business Plan 2020 – 2025* and the *Charter of the Rivers Regional Subsidiary* were made available on the City's website and were available for inspection at the City of Mandurah offices.

No public submissions were received over the required six-week comment period.

The following three (3) deeds will also be required to be executed as part of the transition arrangements to the Rivers Regional Subsidiary:

1. *Deed of Dissolution of the Rivers Regional Council (Attachment 10.3)*

This deed sets out the dissolution of the Rivers Regional Council, which will no longer exist as an entity once the transition to the Rivers Regional Subsidiary takes effect.

2. *Deed of Asset Transfer (Attachment 10.4)*

This deed gives effect to the transfer of the assets of the Rivers Regional Council to the Rivers Regional Subsidiary, with all assets to be transferred to the Subsidiary once this is established upon the windup of the Rivers Regional Council.

3. *Deed of Novation (Attachment 10.5)*

The deed assigns responsibility for the series of Waste Agreements the Rivers Regional Council is party to, to the Rivers Regional Subsidiary once this is established.

All five documents (Business Plan, Charter and the three Deeds) have been the subject of scrutiny by legal teams representing the Rivers Regional Council on behalf of Member Councils and the contractor for the Waste to Energy plant (Avertas Energy).

Five of the RRC Member Councils (Armadale, Murray, Mandurah, Gosnells and South Perth) have all supported the transition to a Regional Subsidiary, with the Shire of Serpentine-Jarrahdale wishing to defer the transition until 12 months after the opening of the WtE plant. It is understood the RRC is continuing to liaise with the Shire of Serpentine-Jarrahdale to resolve their issues and seek resolution on the transition to a Regional Subsidiary.

The City of Canning, who are not members of the Rivers Regional Council, but are party to the Waste Agreement with Avertas Energy for supply of waste to the WtE plant, have resolved not to participate in the Regional Subsidiary. This will have little impact as the City of Canning will still be required to share the costs of administration of the Regional Subsidiary and remain bound by the Waste Agreements.

To finalise the transition to a Regional Subsidiary, the Rivers Regional Council must lodge an application (together with the Business Plan and Charter) requesting Ministerial Approval from the Minister of Local Government in accordance with the relevant legislation and regulations.

Council is requested to authorise the Mayor and Chief Executive Officer to execute the following Deeds to facilitate the transition of the Rivers Regional Council to the Rivers Regional Subsidiary, once all approvals and arrangements are in place for the Rivers Regional Subsidiary to be established:

- Deed of Dissolution of the Rivers Regional Council
- Deed of Asset Transfer

- Deed of Novation

Waste to Energy Plant Progress Update

The Waste to Energy project is currently tracking behind the planned timeline, due to some critical components of the plant being stuck at ports in China as a result of Covid-19.

Hot commissioning was originally scheduled for April 2021.

Construction Progress

Program Activities during this period are:

- Completion of 90% design review in Madrid
- The following key packages were awarded during the reporting period: manual valves, piping materials supply packages, dumping doors, turbine crane, shop & site tanks, structural steel and electrical houses.
- Works continued in the refuse bunker, APC and reception hall as well as installation of in ground services
- Electrical installation tender package was released in February.

A photograph of the Waste to Energy (WtE) plant currently under construction is below:



Consultation

- Rivers Regional Council
- Rivers Regional Council Technical Advisory Group

Statutory Environment

The Local Government Act 1995 governs the activities of a Regional Council and a Regional Subsidiary:

Section 3.69 Regional Subsidiaries

Section 3.70 Regional Subsidiaries to have Charter

Section 3.71 Regulations about Regional Subsidiaries

The *Local Government (Regional Subsidiaries) Regulations 2017* govern the setup and operation of a Regional Subsidiary.

The Waste Avoidance and Resource Recovery Act 2007 provide the legislative framework for the management of waste within the State.

Approval from the Minister for Local Government is required to transition the Rivers Regional Council to a Regional Subsidiary.

Policy Implications

Nil

Economic Implications

The City's Rivers Regional Council member fee contributions over the last 5 years are detailed as follows:

<u>Year</u>	<u>Contribution</u>
2019/2020	Nil (existing RRC reserves were used to offset member fees)
2018/2019	\$110,000
2017/2018	\$123,000
2016/2017	\$211,000

The proposed member fees for 2020/21 is \$95K. The Rivers Regional Council Chief Executive Officer has indicated that the member fees for the Rivers Regional Subsidiary will be approximately \$62,000 per annum.

Risk Analysis

The move from a Regional Council to a Regional Subsidiary does not pose any risk to the Waste to Energy contract with Avertas Energy.

All parties which includes the lead contractor would have to agree to the 'principal' being a Regional Subsidiary rather than a Regional Council.

A Regional Subsidiary requires a 'Charter' within which the responsibilities of the respective parties will be reinforced.

Strategic Implications

The following strategies from the *City of Mandurah Strategic Community Plan 2020 – 2040* are relevant to this report

Environment:

- Educate our community on global environmental sustainability issues and demonstrate leadership in the field.

Organisational Excellence:

- Demonstrate regional leadership and advocate for the needs of our community.

- Ensure the City has the capacity and capability to deliver quality services and facilities through accountable and transparent business practices, governance, risk and financial management.

Conclusion

Council has previously approved in principle of the transition of the Rivers Regional Council to the Rivers Regional Subsidiary.

The RRC have developed the following documents to enable for the transition to a regional subsidiary to proceed:

- *Rivers Regional Subsidiary Business Plan 2020 – 2025*
- *Charter of the Rivers Regional Subsidiary*
- *Deed of Dissolution of the Rivers Regional Council*
- *Deed of Asset Transfer*
- *Deed of Novation*

The proposal to transition to a Regional Subsidiary has been advertised in accordance with the *Local Government (Regional Subsidiaries) Regulations 2017*, and the Business Plan and Charter were made available on the City's website and at City of Mandurah offices. No public submissions were received over the required six-week comment period.

Council is requested to authorise the Mayor and Chief Executive Officer to execute the above-mentioned deeds to facilitate the transition of the Rivers Regional Council to the Rivers Regional Subsidiary, once all approvals and arrangements are in place for the Rivers Regional Subsidiary to be established.

NOTE:

- Refer ***Attachment 10.1 Rivers Regional Subsidiary Business Plan 2020 – 2025***
Attachment 10.2 Charter of the Rivers Regional Subsidiary
Attachment 10.3 Deed of Dissolution of the Rivers Regional Council
Attachment 10.4 Deed of Asset Transfer
Attachment 10.5 Deed of Novation

RECOMMENDATION

That Council:

1. ***Endorse the Rivers Regional Subsidiary Business Plan 2020 – 2025 and the Charter of the Rivers Regional Subsidiary as detailed in Attachment 10.1 and 10.2.***
2. ***Proceed with the proposal to form a Regional Subsidiary and notify the Rivers Regional Council of Council's endorsement of the Rivers Regional Subsidiary Business Plan 2020 – 2025 and the Charter of the Rivers Regional Subsidiary.***
3. ***Authorise, on approval of the Minister for Local Government to form the Rivers Regional Subsidiary, the Mayor and Chief Executive Officer to execute the following deeds once all arrangements are in place for the Rivers Regional Subsidiary to be established:***
 - ***Deed of Dissolution of the Rivers Regional Council (Attachment 10.3)***
 - ***Deed of Asset Transfer (Attachment 10.4)***
 - ***Deed of Novation (Attachment 10.5).***

Note: Changes to the above deeds can be authorised by the Mayor and Chief Executive Officer so long as the changes do not alter the intent and purpose of the Deeds detailed in Attachments 10.3, 10.4 and 10.5.

Rivers Regional Subsidiary

Business Plan 2020 - 2025

1/15/2020
Rivers Regional Council
John McNally
Chief Executive officer

Business Plan Rivers Regional Subsidiary

1. Introduction

Over the last 8 years the Rivers Regional Council has been working towards achieving a Zero Waste outcome. Tenders for Alternative Waste Treatment options were called in 2013 and contracts for a Waste to Energy Facility were executed in November 2015. Financial Close was achieved in October 2018 with the Plan for the plant to be commissioned in mid 2021. Now that the major task has been achieved the participants in the agreements are seeking to establish an efficient and effective organisation to manage the responsibilities under the agreements over the next 20 to 30 years.

The Rivers Regional Subsidiary (RRS) will replace the Rivers Regional Council as Principal under the terms of the 2015 Receipt and Processing of Waste for Resource Recovery Agreement, Participants Agreement for the Receipt and Processing of Waste for Resource Recovery and Supplemental Deed - Energy Supply & Delay Costs (Waste Supply Agreements).

Rivers Regional Council comprises the City of South Perth, City of Armadale, City of Gosnells, Shire of Murray, Shire of Serpentine Jarrahdale and the City of Mandurah. The City of Canning is also a participant in the Resource Recovery Agreements and has declined the invitation to join the RRS.

2. Rivers Regional Subsidiary

The Rivers Regional Subsidiary is being formed to:-

- Replace the Rivers Regional Council and act as Principal under the terms of the 2015 Receipt and Processing of Waste for Resource Recovery Agreement ,Participants Agreement for the Receipt and Processing of Waste for Resource Recovery and Supplemental Deed - Energy Supply & Delay Costs (Waste Supply Agreements);
- Assist in the coordination of resource sharing between the participants, to reduce costs and increase operational efficiencies;
- Associate, collaborate and work in conjunction with other local government bodies for the advancement of matters of common interest;
- Undertake coordination, advocacy, education and representation roles for the participants at a regional level and, in particular, coordinate waste recovery, reuse and disposal education programs;
- develop cooperation between the participants so as to improve waste management and recycling programs and practices within the Region;
- assist participants to minimise the volume of waste collected in the districts of the participants which is required to be disposed of by landfill;
- develop, encourage, promote, foster and maintain consultation and cooperation with the Western Australian Local Government Association (WALGA), other levels of government, private enterprise and the community with regard to matters relating to waste management;
- strengthen the representation and status of local government when dealing with other levels of government, private enterprise and the community;

- develop further cooperation between the participants for the benefit of the communities of the Region;
- develop and manage policies which guide the conduct of programs and projects in the Region with the objective of securing the best outcomes for the communities of the Region; and
- undertake projects that benefit the Region and its communities.

3. Local Government Act Regulations

The Local Government Act (Regional Subsidiaries) Regulations 2017 requires that this Plan includes an overall assessment of the formation of the regional subsidiary and is to include details of:-

- a) Its expected effect on the provision of facilities and services by the participants

The participating Councils have already entered into contracts for the provision of waste to the Waste to Energy Plant (WtE) which is anticipated to divert up to 97.5% of the waste stream from Landfill. Councils will retain their current collection arrangements. The sharing of transfer station facilities is also possible but this will be the subject of separate agreements directly between Councils. As a result of the Waste to Energy contract arrangements landfill sites currently provided by Councils (only the City of Armadale has an operating landfill) will be phased out.

- b) Its expected effect on other persons providing facilities and services in the participants' districts;

The coordination of education programs may result in increased expenditure in local communities otherwise there is no impact on other persons or facilities.

- c) Its expected financial effect on the participants;

Savings of up to \$200,000 (based on the 2018/19 Budget) could be possible based on the transition from a Regional Council to a Regional Subsidiary (RRS). A Regional Subsidiary Budget of approximately \$250,000 per annum. Arrangements for calculation and collection are detailed in the current Waste Supply Agreements.

- d) Its expected effect on matters referred to in each participant's current plan prepared under section 5.56;

City of South Perth

Assist in achieving Outcome 4.3a - Promote and implement sustainable water, waste, land and energy management practices.

City of Armadale

Assist in achieving Outcome 2.4 Best Practice Waste Management - 2.4.1 Apply effective waste collection methodologies 2.4.2 Maximise recycling opportunities 2.4.3 Improve waste

disposal practices 2.4.4 Apply efficient waste administration. Target: Diminishing percentage of collected waste deposited in landfill (towards zero).

City of Gosnells

Assist in achieving Goal 3.4 Manage waste generated in the City of Gosnells in an environmentally responsible and sustainable manner. Outcome - The environmental impact of waste is minimised and waste is disposed of in a sustainable and cost effective manner.

Shire of Serpentine Jarrahdale

Assist in achieving Outcome 2.2 A sustainable natural environment, 2.2.2 Seek to minimise resource usage and continue to maximise reuse opportunities 2.2.3 Continue to minimise the volume and impact of waste generated within the district.

Shire of Murray

Assist in achieving Outcome 5 A healthy and sustainable natural environment - 5.4 Waste is responsibly managed to minimise environmental impacts.

City of Mandurah

Assist in achieving:-

- *Strategy 1.3 - Encourage and enable our community to take ownership of our natural assets, and to adopt behaviours that assist in achieving our environmental targets and 1.3.2 Reduce per capita waste generation and waste-to-landfill.*
- *Strategy 1.4 - Become a leader in proactive and innovative environmental management and 1.4.2 Develop and implement waste-to-energy solutions for residential and industrial waste.*
- *Strategy 1.5. Factor climate change predictions into land-use planning, building design and future council decisions and 1.5.2 Demonstrate leadership in meeting the challenges of climate change at regional, state and national level*

e) the service that is proposed to be provided, or the activity that is proposed to be carried on, by the regional subsidiary;

- *replace the Rivers Regional Council (RRC) and act as principal under the terms of the:*
 - *Agreement for Receipt and Processing of Waste for Resource Recovery dated 4 November 2015;*
 - *Participant's agreement for the Receipt and Processing Waste for Resource Recovery dated 15 October 2015.*
 - *Financier Direct Deed dated 16 October 2018; and*
 - *Supplemental Deed dated 16 July 2018.*

- *assist in the coordination of resource sharing between the participants, to reduce costs and increase operational efficiencies;*
- *associate, collaborate and work in conjunction with other local government bodies for the advancement of matters of common interest;*
- *undertake coordination, advocacy, education and representation roles for the participants at a regional level and, in particular, coordinate waste recovery, reuse and disposal education programs;*
- *develop cooperation between the participants so as to improve waste management and recycling programs and practices within the Region;*
- *assist participants to minimise the volume of waste collected in the districts of the participants which is required to be disposed of by landfill;*
- *develop, encourage, promote, foster and maintain consultation and cooperation with the Western Australian Local Government Association (WALGA), other levels of government, private enterprise and the community with regard to matters relating to waste management;*
- *strengthen the representation and status of local government when dealing with other levels of government, private enterprise and the community;*
- *develop further cooperation between the participants for the benefit of the communities of the Region;*
- *develop and manage policies which guide the conduct of programs and projects in the Region with the objective of securing the best outcomes for the communities of the Region; and*
- *undertake projects that benefit the Region and its communities.*

- f) why the regional subsidiary is proposed to be formed to provide that service or carry on that activity.

The participating Councils have entered into agreements to supply waste to the Waste to Energy Plant for a period of 20 to 30 years. The Rivers Regional Council (RRC) has the role of principal under those contracts and a Regional Subsidiary arrangement is considered more efficient to manage these responsibilities on a shared services arrangements.

4. Outline of Activities

- a) Establish governance, administration and accounting arrangements.
- b) Prepare the annual Waste Delivery Plan in accordance with the provisions of the agreements.
- c) Calculate and recover waste charges under the agreements.
- d) Manage contract responsibilities and act as Principal.
- e) Co-ordinate Waste Recovery, Reuse and Disposal Education programs required under the agreements.
- f) Co-ordinate the energy supply arrangements.
- g) Advocate on behalf of member Councils.

5. Budget

Account Description	Full Year Reg Sub				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
ADMINISTRATION					
Operating Revenue					
Other Income	0				
Total Operating Revenue	0				
Operating Expenditure					
Salaries & Wages	(100,000)	(100,000)	(102,000)	(103,000)	(104,000)
Superannuation	(15,000)	(15,000)	(15,300)	(15,450)	(15,600)
Leave Accruals	(3,000)	(3,000)	(3,060)	(3,090)	(3,120)
Insurance - Workers Compensation	(2,500)	(2,500)	(2,600)	(2,700)	(2,800)
Training & Conferences	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
Accounting & Administration Services	(30,000)	(30,000)	(31,000)	(31,500)	(32,000)
Bank Fees	(500)	(500)	(500)	(500)	(500)
Advertising	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
Information Technology	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
Insurance - Other	(7,100)	(7,100)	(7,100)	(7,100)	(7,100)
Legal Services	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Other Office Expenses	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Publications	(500)	(500)	(500)	(500)	(500)
Furniture & Equipment	(500)	(500)	(500)	(500)	(500)
Health and Safety	(500)	(500)	(500)	(500)	(500)
Accommodation	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Consultants - Contingency	(25,400)	(25,400)	(25,400)	(25,400)	(25,400)
Total Operating Expenditure	(203,000)	(203,000)	(206,460)	(208,240)	(210,020)
Net Administration Costs to be allocated	(203,000)	(203,000)	(206,460)	(208,240)	(210,020)
Allocation of Administration Expenditure					
Community Amenities	203,000	203,000	206,460	208,240	210,020
Total Allocations	203,000	203,000	206,460	208,240	210,020
Total After Allocation of Net Costs	0	0	0	0	0
COMMUNITY AMENITIES					
Operating Revenue					
Waste Recovery Charges Member Councils	250,000	228,000	231,460	233,240	235,020
Total Operating Revenue	250,000	228,000	231,460	233,240	235,020
Operating Expenditure					
Waste Recovery Expenses - Avertas					
Legal Services	(42,000)	(20,000)	(20,000)	(20,000)	(20,000)
Project Management	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Administration Allocation	(203,000)	(203,000)	(206,460)	(208,240)	(210,020)
Total Operating Expenditure	(250,000)	(228,000)	(231,460)	(233,240)	(235,020)
Total	0	0	0	0	0
Recovery	1.00%	0.89%	0.94%	0.91%	0.85%

CHARTER OF THE RIVERS REGIONAL SUBSIDIARY

A Regional Subsidiary

incorporated pursuant to section 3.69 of the Local Government Act 1995 (WA)



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Ref: RIVERS/190893

BLO:Charter of the Rivers Regional Subsidiary - Presented to RRC Draft 10_0120 15/01/2020

RIVERS REGIONAL SUBSIDIARY

CHARTER

Local Government Act 1995 (WA)

1. ESTABLISHMENT & OBJECTS

1.1 Local Government Act 1995

- (a) This Charter governs the operation of the Subsidiary and both this Charter and the Subsidiary are subject to the requirements of Part 3, Division 4 of the Act and the Regional Subsidiaries Regulations.
- (b) Pursuant to section 3.69(3) of the Act the Subsidiary is a body corporate and has a common seal. Its Board has responsibility for the management of the business and other affairs of the Subsidiary.

1.2 Definitions

In this Charter:

“Act” means the *Local Government Act 1995 (WA)*;

“Anticipated Exceptional Deficit” means the amount, if any, of a Deficit which, during a financial year the Subsidiary determines will, or is likely to, occur in that year by reason of:

- (a) an expense for which no expenditure estimate is included in the Subsidiary’s annual budget for that year; or
- (b) an expense for which an expenditure estimate is included in the Subsidiary’s annual budget for that year but the expense is exceptional having regard to that estimate; or
- (c) a shortfall in income for which an income estimate is included in the annual budget for that year but the shortfall is exceptional having regard to that estimate;

“Board” means the Board of Management established under Clause 8;

“Board member” means a person who has been appointed to the Board by a participant in accordance with clause 8.2(a);

“Budget Deficiency” has the same meaning as the expression is given in Part 6 of the Act;

“Business Plan” means the business plan prepared by the participants pursuant to regulation 4 of the Regional Subsidiaries Regulations;

“Chairperson” means the person elected as Chairperson of the Board pursuant to Clause 8.4(a) and includes a person authorised by this Charter to act in place of the Chairperson;

“CEO” means the chief executive officer of the Subsidiary or a participant as specified in this Charter;

“district” means district as that term is defined in the Act;

“Deficit”, for a financial year, means the amount, if any:

- (a) by which the expenses of the Subsidiary exceeds the revenues and other income of the Subsidiary; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the Subsidiary in accordance with the provisions of section 5.53 of the Act as those provisions are modified by regulation 18 of the Regional Subsidiaries Regulations;

“local government” means a local government constituted under the *Local Government Act 1995 (WA)*;

“elected member” means a Mayor, Chairman or Councillor of a Council;

“financial year” means a year beginning on 1 July in each year and ending on 30 June of the following year;

“meeting” includes both ordinary and special meetings of the Board;

“Minister” means the Minister for the time being responsible for the administration of the *Local Government Act 1995 (WA)*;

“Objects” means the objects of the Subsidiary as set out in clause 1.4;

“participant” means a local government that is a member of the Subsidiary named in clause 1.3;

“parties” as described in clause 11 means a participant or participants or the Subsidiary and party means any one or more of them according to context

“Region” means the total area of the districts of the participants;

“Regional Subsidiaries Regulations” means the *Local Government (Regional Subsidiaries) Regulations 2017 (WA)*

“RRC” means the Rivers Regional Council;

“RRC Waste Agreements” means the agreements and documents itemised in Schedule 1;

“special resolution” means a resolution passed by a two thirds majority of all Board members present at a meeting and entitled to vote on the issue;

“Subsidiary” means the Rivers Regional Subsidiary; and

“Surplus”, for a financial year, means the amount if any:

- (a) by which the revenues and other income of the Subsidiary exceeds the expenses of the Subsidiary; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the Subsidiary in accordance with the provisions of section 5.53 of the Act as those provisions are modified by regulation 18 of the Regional Subsidiaries Regulations.

1.3 Establishment

The Subsidiary is a regional subsidiary established pursuant to section 3.69 of the Act by the following local governments:

- (a) The City of Gosnells;
- (b) The City of Armadale;
- (c) The City of South Perth;
- (d) The City of Mandurah;
- (e) The Shire of Serpentine-Jarrahdale; and
- (f) The Shire of Murray.

1.4 Objects

The Subsidiary is established to:

- (a) replace the RRC and act as principal under the terms of the:
 - (i) Agreement for Receipt and Processing of Waste for Resource Recovery dated 4 November 2015 referred to in item 2 of Schedule 1; and
 - (ii) Participant's Agreement for the Receipt and Processing Waste for Resource Recovery dated 15 October 2015 referred to in item 1 of Schedule 1.
 - (iii) Financier Direct Deed dated 16 October 2018 and referred to in item 6 of Schedule 1; and
 - (iv) Supplemental Deed dated 16 July 2018 and referred to in item 4 of Schedule 1.
- (b) assist in the coordination of resource sharing between the participants, to reduce costs and increase operational efficiencies;
- (c) associate, collaborate and work in conjunction with other local government bodies for the advancement of matters of common interest;
- (d) undertake coordination, advocacy, education and representation roles for the participants at a regional level and, in particular, coordinate waste recovery, reuse and disposal education programs;
- (e) develop cooperation between the participants so as to improve waste management and recycling programs and practices within the Region;
- (f) assist participants to minimise the volume of waste collected in the districts of the participants which is required to be disposed of by landfill;
- (g) develop, encourage, promote, foster and maintain consultation and cooperation with the Western Australian Local Government Association (WALGA), other levels of government, private enterprise and the community with regard to matters relating to waste management;
- (h) strengthen the representation and status of local government when dealing with other levels of government, private enterprise and the community;

- (i) develop further cooperation between the participants for the benefit of the communities of the Region;
- (j) develop and manage policies which guide the conduct of programs and projects in the Region with the objective of securing the best outcomes for the communities of the Region; and
- (k) undertake projects that benefit the Region and its communities.

1.5 Review of Charter

- (a) This Charter will be reviewed by the participants acting in concurrence at least once in every four (4) years.
- (b) Where the participants determine that the Charter ought to be amended, either at the time of review or any other time, then the participants shall thereafter comply with the provisions of regulation 6 and 7 of the Regional Subsidiaries Regulations to enable any proposed amendment to be made.

2. THE RIVERS REGIONAL COUNCIL

2.1 Establishment

The RRC is a regional local government established under section 3.61 of the Act.

2.2 Novation of Rights and Obligations

Upon the establishment of the Subsidiary it is the intention of both the RRC and the Subsidiary that:

- (a) the RRC shall novate all of its rights, title, interest and obligations in the RRC Waste Agreements **(Novation)** to the Subsidiary subject to the consents where required of the parties to the RRC Waste Agreements; and
- (b) the Subsidiary shall take the Novation.

2.3 Transfer of Assets as Deemed Contributions

It is also the intention of the both the RRC and the Subsidiary that:

- (a) the RRC shall transfer all of its assets to the Subsidiary **(Transfer)** and the Subsidiary shall deem these assets to be contributions from the participants.
- (b) the deemed contributions shall be apportioned by the Subsidiary to each participant by multiplying the total asset value received from the RRC by each participant's waste volume in tonnes for the previous five (5) financial years as a percentage of the participant's total waste for the same period.

2.4 Order of Precedence

To the extent that any of the provisions of this Charter, as set out below, are also dealt with in any of the RRC Waste Agreements then, for the purposes only of the RRC Waste Agreements, the provisions of the RRC Waste Agreement/s shall take precedence over the provisions of this Charter to the extent of any inconsistency.

- (a) Clause 4 - Non Derogation and Direction of Participants;
- (b) Clause 5 - Funding by the Participants; and
- (c) Clause 11 – Dispute Resolution

2.5 Wind Up of RRC

It is the intention of the RRC to wind itself up after completion of the Novation and Transfer referred to in clauses 2.2 and 2.3.

3. POWERS FUNCTIONS AND DUTIES

The powers, functions and duties of the Subsidiary are to be exercised in the performance of the Subsidiary's Objects. The Subsidiary shall have those powers and functions provided under the Act, the Regional Subsidiaries Regulations and this Charter which include:

- (a) becoming a member of or cooperating or contracting with any other association or organisation, whether within or outside of the area of the participants, which shares similar objects and purposes to those of the Subsidiary;
- (b) entering into contracts or arrangements with any Government agency or authority that are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Subsidiary;
- (c) entering into contracts with any person or body including a participant for the acquisition or supply of goods and services or for any other reason that is consistent with the Subsidiary's Objects;
- (d) Subject to clause 9 appointing, employing, remunerating, removing or suspending officers, managers, employees and agents;
- (e) raising revenue by:
 - (i) charging the participants fees incurred by the Subsidiary in undertaking and carrying out its Objects;
 - (ii) arrangements with sponsor organisations;
 - (iii) making submissions for and accepting grants, subsidies and contributions to further the Subsidiary's Objects;
 - (iv) arrangements or contracts with any other person or body; and
 - (v) any other means not inconsistent with the Objects of the Subsidiary.
- (f) printing and publishing any newspapers, periodicals, books, leaflets, or other like writing;
- (g) appointing such committees as it deems necessary and to define the duties of such committees provided that the acts of any such committee shall be submitted before execution or discharge for the approval of the Subsidiary and appointing persons to committees which may consist partly of persons who are not representatives of participants;
- (h) delegating any of the Subsidiary's powers and functions to persons or committees and altering or revoking such delegations;

- (i) co-opting to any duly appointed committee, any Board member, any officer of a participant, or any other appropriate person as deemed desirable for the efficient function of that committee;
- (j) acquiring, holding, dealing with and disposing of any real or personal property of the Subsidiary;
- (k) opening and operating bank accounts;
- (l) investing monies in any manner in which trust moneys may be invested in accordance with the provisions of section 6.14 of the Act and regulation 19C of the *Local Government (Financial Management) Regulations 1996 (WA)*, as those provisions are modified by regulation 22 of the Regional Subsidiaries Regulations;
- (m) subject to regulation 11 of the Regional Subsidiaries Regulations borrowing money in accordance with an approved Business Plan;
- (n) giving security for the discharge of liabilities of the Subsidiary;
- (o) imposing fees and charges in accordance with Part 6, Division 5, Subdivision 2 of the Act as modified by regulation 23 of the Regional Subsidiaries Regulations;
- (p) the development of a code of conduct to be observed by members of the Board, employees of the Subsidiary and members of any committee appointed by the Subsidiary;
- (q) establish a reserve fund or funds clearly identified for the upkeep and / or replacement of fixed assets or for meeting any deferred liability; and
- (r) doing all other things that are necessary or convenient for or incidental or conducive to the attainment of the Objects, and the exercise, performance or discharge of the powers, functions and duties of the Subsidiary.

4. DIRECTION BY PARTICIPANTS

4.1 Participants

All of the participants listed at Clause 1.3 are the members of the Subsidiary.

4.2 Non-Derogation and Direction by Participants

- (a) The establishment of the Subsidiary does not derogate from the power of any of the participants to act independently in relation to a matter within the jurisdiction of the Subsidiary.
- (b) Provided that all of the participants unanimously agree on the action to be taken, the participants may direct and control the Subsidiary. Non Compliance maybe dealt with under clause 8.3.
- (c) Any decision of the participants under clause 4.2(b) and/or direction given or control exercised by the participants must be given in writing to the CEO of the Subsidiary.

4.3 Provision of Information to Participants

- (a) The Subsidiary must, at the written request of a participant, furnish to the participant information or records in the possession or control of the Subsidiary as the participant may require in such manner and form as the participant may require.
- (b) If the Board of the Subsidiary considers that information or a record furnished under this clause contains matters that should be treated as confidential, the Board may advise the participant of that opinion giving the reason for the opinion and the participant must, subject to sub clause (c), act on that advice.
- (c) If the Subsidiary owes a duty of confidence in respect of a matter, the participant must ensure the observance of that duty in respect of the matter, but this sub clause does not prevent a disclosure as required in the proper performance of the functions or duties of the participant.

5. FUNDING BY PARTICIPANTS

5.1 Application of Clause

This clause applies if in any year:

- (a) A Budget Deficiency is disclosed in the annual budget of the Subsidiary;
- (b) A Deficit is disclosed in the annual financial report of the Subsidiary; or
- (c) An Anticipated Exceptional Deficit is determined by the Subsidiary.

5.2 Contributions by Participants

The participants must pay to the Subsidiary contributions towards a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit as the case may be, in accordance with the steps set out in Schedule 2. If a participant has acted independently under clause 4.2 and chosen not to participate in a project that is not a requirement of the RRC Waste Agreements then there is no obligation to contribute to a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit caused by that project.

5.3 Time for Payment of Contributions

The contributions referred to in clause 5.2 must be paid by each participant to the Subsidiary within 42 days, or any earlier time agreed by the participants, after:

- (a) In the case of contributions towards a Budget Deficiency – the date on which the annual budget is prepared and adopted by the Subsidiary;
- (b) In the case of contributions towards a Deficit – the date on which the annual financial report is prepared and submitted to the auditor;
- (c) In the case of contributions towards an Anticipated Exceptional Deficit – the date on which the Anticipated Exceptional Deficit is determined by the Subsidiary.

5.4 Late Payment of Contributions

If a participant fails to pay the contribution referred to in clause 5.2 on or before the due date for payment then, in addition to the contribution, the participant must pay to the Subsidiary interest on the contribution at the overdraft rate charged by the Subsidiary's bank on amounts of the same size as the unpaid contribution calculated from and including the due date to but excluding the actual date of payment.

5.5 Contributions to the Acquisition of Land

- (a) Where the Subsidiary determines that the participants are to make contributions towards the acquisition of land then the participants must make those contributions in equal proportions.
- (b) Contributions referred to in subclause 5.5(a) are capital contributions for the purpose of clause 6.2 (f) and 7.2.

5.6 Distribution of a Paid Surplus

- (a) The participants acknowledge that it is for the Subsidiary to determine if a Surplus or portion of a Surplus is to be paid to the participants and the manner and timing of any payment, having a regard to the prudent management of its cash flow and financial requirements and other relevant matters **(Paid Surplus)**.
- (b) The participants agree that any Paid Surplus is to be distributed between them in proportions calculated in accordance with Schedule 3.

6. NEW AND WITHDRAWAL OF PARTICIPANTS

6.1 New Participants

Subject to the provisions of the Act, including but not limited to Ministerial approval under regulation 7 of the Regional Subsidiaries Regulations, this Charter may be amended by a resolution of the participants to provide for the admission of a new participant or participants, with or without conditions of membership, such conditions to be determined jointly by the Board and the member participants.

6.2 Withdrawal of a Participant

- (a) A participant may seek to withdraw from the Subsidiary but withdrawal shall be subject to and conditional upon the Subsidiary being able to successfully comply with the provisions of regulation 6 and 7 of the Regional Subsidiaries Regulations.
- (b) A participant which intends to withdraw from the Subsidiary shall give to the CEO of the Subsidiary and to the CEO's of all of the other participants written notice of such intention, specifying the date of intended withdrawal. The notice shall be a minimum of three months.
- (c) Upon receipt of a notice of intention to withdraw from the Subsidiary the remaining participants and the Subsidiary shall, subject to clause 6.2(d), use their best endeavours, acting reasonably to achieve compliance with regulations 6 and 7 of the Regional Subsidiaries Regulations to allow the withdrawal to proceed.

- (d) However, to the extent that the participants may have entered into contractual obligations and liabilities relying on the withdrawing participant's ongoing support, the participants may refuse the request of an individual participant to withdraw if, in the reasonable opinion of the remaining participants, they will incur an unreasonable financial burden by reason of the withdrawal.
- (e) The withdrawal of the participant does not extinguish the proportionate liability of that participant to make payment of its budgeted contribution for the financial year in which it gives notice and in respect of any other amounts outstanding.
- (f) The payment of any proportionate entitlement sought by the withdrawing participant shall only be made where the remaining participants and the Subsidiary agree with the withdrawing participant as to the amount and terms of payment.

7. WINDING UP

7.1 Form of Wind Up

The Subsidiary may be wound up by the Minister acting upon a unanimous resolution of the participants or by the Minister in accordance with the provisions of section 8.15 (2) of the Act as those provisions are modified by regulation 24 of the Regional Subsidiaries Regulations.

7.2 Division of Assets

- (a) Where the Subsidiary is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Subsidiary, then the property and assets are to be realised and:
 - (i) firstly, to the extent that the proceeds, along with any surplus funds, are sufficient to do so, the participants are to be repaid their respective capital contributions as shown in the accounting records of the Subsidiary; and
 - (ii) secondly, the balance, if any, is to be divided among the participants in the proportions set out in Schedule 4.
- (b) For the avoidance of doubt, for the purposes of subclause (a) the capital contributions of the participants do not accrue interest.

7.3 Division of Liabilities

If the subsidiary is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Subsidiary then the liability or debt is to be met by each of the participants in the proportions set out in Schedule 4.

8. BOARD OF MANAGEMENT

The Board shall have the responsibility to manage the business and other affairs of the Subsidiary ensuring that the Subsidiary acts in accordance with this Charter.

8.1 Functions of the Board

The functions of the Board shall be:

- (a) the formulation of strategic plans and strategies aimed at improving the activities of the Subsidiary;
- (b) to provide professional input and policy direction to the Subsidiary;
- (c) to monitor, oversee and evaluate the performance of the CEO of the Subsidiary;
- (d) ensuring that ethical behaviour and integrity is established and maintained by the Subsidiary and its Board Members in all activities undertaken by the Subsidiary;
- (e) subject to clause 8.6(j), ensuring that the activities of the Subsidiary are undertaken in an open and transparent manner;
- (f) the review and amendment of the Business Plan to be considered in consultation with the participants;
- (g) exercising the care, diligence and skill required by the Act and the Regional Subsidiaries Regulations and in any event such that a prudent person of business would exercise in managing the affairs of other persons; and
- (h) To manage the Subsidiaries responsibilities of the RRC Waste Agreements.

8.2 Membership of the Board

- (a) Subject to subclause (b), the Board shall consist of one (1) natural person appointed by each participant who must be an employee of the participant.
- (b) Each participant shall appoint their Board member from time to time, as required, for a period not exceeding four (4) years, and give notice in writing to the CEO of the Subsidiary, of the person who is or will be its Board member.
- (c) Notwithstanding subclause (a), a participant may appoint its Board member for a lesser period by nominating the period in the written appointment provided to the CEO of the Subsidiary. In such circumstances, any continuation of appointment following the expiry of the initial period nominated shall be in writing addressed to the CEO of the Subsidiary.
- (d) Each Constituent Council will also appoint a natural person and employee of the participant as deputy Board Member. The deputy Board Member is entitled to act in place of a Board Member appointed by the same Participant if the Board Member is unable for any reason to be present at a Board meeting.
- (e) In the absence of the Board Member, a deputy Board Member will be deemed to be the Board Member and can exercise all rights, privileges and obligations of the Board Member during the absence of that Board Member.
- (f) A notice signed by the Chief Executive Officer of a Participant will be sufficient evidence of the appointment of a Board Member and deputy Board Member of the Board of Management.

8.3 Termination of Membership of the Board

The appointment of a Board member shall terminate upon any of the grounds set out below:

- (a) the participant which appointed him/her ceasing to be a participant;
- (b) the appointing Participant providing written notice of termination to the Board Member and the Board
- (c) ceasing to be employed by the participant which appointed him/her;
- (d) the death of the Board member;
- (e) completion of a term of office without re appointment;
- (f) written resignation from the Board Member being served on the participant who appointed him / her;
- (g) personal bankruptcy or application for the benefit of a law for the relief of insolvent debtors;
- (h) the Board, by special resolution, resolves to terminate the appointment of that Board member for:
 - (i) any behaviour of the Board member which, in the opinion of the Board, amounts to impropriety;
 - (ii) serious neglect of duty in attending to his/her responsibilities as a Board member;
 - (iii) breach of fiduciary duties to the Subsidiary or the participant(s);
 - (iv) breach of the duty of confidentiality to the Subsidiary or the participant(s);
 - (v) any other behaviour which may discredit the Subsidiary or the participants.
- (i) Notwithstanding any other clause of this Charter, a Board member may be removed from office as a Board member by special resolution of the Board prior to the expiration of a term of appointment.
- (j) If any vacancy occurs in the membership of the Board it must be filled in the same manner as the original appointment under clause 8.2. The person appointed to the Board to fill a vacancy will be appointed for the balance of the term of the original appointment and at the expiry of that term, subject to satisfying the requirements of this Charter, shall be eligible for re-appointment.

8.4 Chairperson of the Board

- (a) The Chairperson of the Board shall be appointed by the Board from amongst its members and shall hold office for a term agreed by the Board, unless he/she resigns or is removed from office pursuant to a resolution of the Board or until he/she is no longer eligible to act as a Board member.
- (b) There shall also be a Deputy Chairperson of the Board appointed by the Board from amongst its members who shall hold office for a term agreed by the Board

unless he/she resigns or is removed from office pursuant to a resolution of the Board or until he/she is no longer eligible to act as a Board member.

- (c) The Chairperson and Deputy Chairperson shall be eligible for re-appointment upon their term of office expiring.
- (d) If the Chairperson either resigns or is no longer eligible to act as a Board member prior to the expiry of his/her term as Chairperson, the Deputy Chairperson shall act in that office. In the event of the Deputy Chairperson refusing or being unable to act, the Board shall elect from amongst their own number a new Chairperson who shall hold office until the conclusion of the original term.

8.5 Powers of the Chairperson and the deputy Chairperson

- (a) The Chairperson shall preside at all meetings of the Board.
- (b) In the event that the Chairperson is absent from a meeting, the Deputy Chairperson shall preside at that meeting, and in the event that both the Chairperson and Deputy Chairperson are absent from the meeting, the Board shall appoint a member from amongst them who shall preside at that meeting or until the Chairperson or Deputy Chairperson is present.
- (c) If any circumstance arises on which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Chairperson may decide the action to be taken to ensure achievement of the objects of the Subsidiary and its effective administration.
- (d) The Chairperson shall report any such decision at the next ordinary meeting

8.6 Meetings of the Board

- (a) The Board may determine procedures in addition to but not inconsistent with those specified in this Charter to apply at or in relation to its meetings.
- (b) The Board shall meet:
 - (i) for ordinary meetings at such times and places as may be fixed by the Board from time to time provided that there will be not less than three ordinary meetings each financial year; and
 - (ii) for special meetings if demanded in writing by the Chairperson, the CEO of the Subsidiary or by the Board members appointed by any three (3) participants.
- (c) An ordinary meeting of the Board will constitute an ordinary meeting of the Subsidiary. The Board shall administer the business of an ordinary meeting.
- (d) For the purposes of this sub-clause, the contemporary linking together by telephone, audio-visual or other instantaneous means ("telecommunications meeting") of a number of the Board members, provided that at least a quorum is present, is deemed to constitute a meeting of the Board. Each of the Board members taking part in a telecommunications meeting must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board members present. At the commencement of the meeting each Board member must announce his/her presence to all other Board members taking part in the meeting. A Board member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or

other communication equipment, unless that Board member has previously notified the Chairperson of the meeting.

- (e) A resolution may be passed without a meeting being held if all the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (f) Except as otherwise provided in this Charter, notice of ordinary meetings will be forwarded by the CEO of the Subsidiary to the Board members and the CEO's of the participants at least 7 days prior to the date of the meeting, either by post to the participant's address or by post to any other location, or via any other means of giving notice (eg. facsimile or email) as nominated by the Board member and the CEO of a participant in writing addressed to the CEO of the Subsidiary.
- (g) Notice of meetings will be sent by the CEO of the Subsidiary to the Board members and the CEOs of the participants at least seven (7) days prior to the date of the meeting in the manner provided for at clause 8.6(e). Notice of a meeting for the purpose of making a recommendation to wind up the Subsidiary shall be sent to the Board members and the CEOs of the participants at least eight (8) weeks before the date of the meeting in the manner provided for at clause 8.6(f).
- (h) A majority of the Board members present at a meeting of the Board may adjourn the meeting from time to time and from place to place.
- (i) Subject to clause 8.6(k), meetings of the Board will be conducted in a place open to the public where deemed appropriate by the Chairman or CEO of the Subsidiary.
- (j) All Board members must keep confidential all documents and any information provided to them on a confidential basis for their consideration prior to a meeting of the Board.
- (k) The Board may order that the public be excluded from attendance at any meeting in order to enable the Board to consider in confidence any information or matter listed in section 5.23(2) of the Act (after taking into account any relevant consideration under that subsection).

The exercise of this power does not exclude Board members and any other person permitted by the Board to remain in the room.

- (l) Where an order is made under clause 8.6(k), a note must be made in the minutes of the making of the order and of the grounds on which it was made.
- (m) Where the Board has considered any information or a matter in confidence under Clause 8.6(k) it may subsequently resolve to keep minutes and/or any other documents considered during that part of the meeting confidential.
- (n) The CEO of the Subsidiary must cause minutes to be kept of the proceedings at every meeting of the Board and ensure that the minutes are presented to the next ordinary meeting of the Board for confirmation and adoption.
- (o) Where the CEO of the Subsidiary is excluded from attendance at a meeting of the Board pursuant to clause 8.6(k), the person presiding at the meeting shall cause the minutes to be kept.

- (p) The Board may invite any person to attend at a meeting of the Board to act in an advisory capacity.

8.7 Quorum

The quorum for any meeting of the Board is a majority of the number of Board members in office, being a number ascertained by dividing the total number of Board members for the time being in office by two (2), ignoring any fraction, and adding one (1). No business will be transacted at a meeting of the Board unless a quorum is present.

8.8 Voting

- (a) Unless stipulated otherwise in this Charter, questions arising for decision at meetings of the Board will be decided by a simple majority of eligible votes on the basis of one (1) vote per Board member present at the meeting. The Chairperson shall not, in the event of equality of votes, have a second or casting vote. In the event of equality of votes the matter will lapse.
- (b) Subject to a conflict of interest, each Board member validly present at a meeting must vote on a question arising for a decision at the meeting. Failure by any Board member to vote will be deemed to be a negative vote in relation to the question for decision.

8.9 Standing Orders or Rules

- (a) Subject to this Charter, the Board may pass, alter or rescind standing orders, policies or rules for the due management and regulation of meetings of the Subsidiary.
- (b) Standing orders, policies or rules made pursuant to this clause 8.9 shall be entered in a record which will be kept for the information of the Board members and may be printed and/or circulated at the discretion of the Board.
- (c) The standing orders, policies and rules in existence shall remain in operation for a period of one (1) year, at which time they shall be reviewed by the Board and confirmed, varied or discontinued by resolution of the Board.

8.10 Common Seal

- (a) Pursuant to section 3.69(3) of the Act the Subsidiary shall have a common seal upon which its corporate name shall appear in legible characters.
- (b) The common seal shall not be used without the express authorisation of a resolution of the Board and every use of the common seal shall be recorded in the minute book of the Subsidiary.
- (c) The affixing of the common seal shall be witnessed by the Chairperson or the Deputy Chairperson and the CEO of the Subsidiary or such other person as the Board may appoint for the purpose.
- (d) The common seal shall be kept in the custody of the CEO of the Subsidiary or such other person as the Board may from time to time decide.

8.11 Committees

- (a) The Board may establish a committee of Board members for the purposes of:

- (i) enquiring into and reporting to the Board on any matter within the Subsidiary's functions and powers and as detailed in the terms of reference given by the Board to the committee;
- (ii) exercising, performing or discharging delegated powers, functions or duties.
- (b) A member of a committee established under clause 8.11(a) of this Charter holds office at the pleasure of the Board.
- (c) The Board may otherwise establish advisory committees consisting of or including persons who are not Board members for enquiring into and reporting to the Board on any matter within the Subsidiary's functions and powers and as detailed in the terms of reference.
- (d) The Chairperson of the Board is an ex-officio member of any committee or advisory committee established by the Board.

8.12 Fees and Allowances

The Board shall determine annually the fees, annual allowances or reimbursements, if any, for expenses payable to Board Members.

9. EMPLOYEES OF THE SUBSIDIARY

- 9.1 The Board must appoint a CEO of the Subsidiary to manage the business of the Subsidiary on terms agreed between the CEO and the Board. The CEO of the Subsidiary may be a natural person or a body corporate approved by the Board.
- 9.2 The CEO of the Subsidiary shall cause records to be kept of the business and financial affairs of the Subsidiary in accordance with this Charter, in addition to other duties provided for by this Charter and those specified in the terms and conditions of appointment.
- 9.3 In the absence of the CEO of the Subsidiary for any period exceeding six weeks a suitable person to act in the position of CEO of the Subsidiary must be appointed by the Board.
- 9.4 The Board shall delegate responsibility for the day to day management of the Subsidiary to the CEO of the Subsidiary, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Subsidiary.
- 9.5 The functions of the CEO of the Subsidiary shall be specified in the terms and conditions of appointment and shall include but are not limited to:
 - (a) appointing, managing, suspending and dismissing employees of the Subsidiary;
 - (b) determining the conditions of employment of employees of the Subsidiary within the budgetary constraints set by the Board;
 - (c) attending at all meetings of the Board unless excluded by resolution of the Board;
 - (d) ensuring that the decisions of the Board are implemented in a timely and efficient manner;

- (e) providing information to assist the Board to assess the Subsidiary's performance against its Strategic and Business Plans;
- (f) providing advice and reports to the Board on the exercise and performance of its powers and functions under the Act, the Regional Subsidiaries Regulations and this Charter;
- (g) ensuring that the Subsidiary is at all times complying with the Act, the Regional Subsidiaries Regulations and this Charter;
- (h) ensuring that the Subsidiary's annual report prepared in accordance with section 5.53 of the Act as modified by regulation 18 of the Regional Subsidiaries Regulations is distributed to the participants in time to be incorporated in their annual reports;
- (i) co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Subsidiary;
- (j) ensuring that the assets and resources of the Subsidiary are properly managed and maintained;
- (k) exercising, performing or discharging other powers, functions or duties conferred on the CEO of the Subsidiary by or under the Act or any other legislation, and performing other functions lawfully directed by the Board; and
- (l) inviting any person to attend at a meeting to act in an advisory capacity.

9.6 The CEO of the Subsidiary shall provide a report on his/her activities to the Board at every ordinary meeting.

10. MANAGEMENT OF THE SUBSIDIARY

10.1 Financial Management

- (a) The Subsidiary shall keep proper books of account which must be available for inspection by any Board member or authorised representative of any participant at any reasonable time on request.
- (b) The Subsidiary must establish and maintain a bank account at a bank and with such bank facilities to be determined by the Board.
- (c) The Subsidiary shall appoint, the CEO of the Subsidiary, the Chairperson and Deputy Chairperson as authorised operators of the bank accounts. A minimum of two authorised operators must be required to deal with the bank account at any one time.
- (d) All cheques must be signed by two of the persons appointed under or listed at clause 10.1(c).
- (e) Any payments made by electronic funds transfer must be made in accordance with procedures which have received the prior approval of the Board.

10.2 Reporting

- (a) The CEO of the Subsidiary shall ensure that the CEO and the Board member of each participant receive, within 14 days of a Board meeting, a copy of the minutes from that Board meeting for distribution to the elected members of the participants.
- (b) The CEO of the Subsidiary must act prudently in the handling of all financial transactions for the Subsidiary and must provide quarterly financial and corporate reports to the Board and, if requested, the Participants.
- (c) The Board must submit their annual report, annual budget and auditor's report to the participants upon completion of those reports.

10.3 Business Plan

The Board shall:

- (a) compare the Business Plan against performance targets at least twice every financial year;
- (b) review the contents of the Business Plan annually; and
- (c) undertake reasonable consultation with the participants prior to adopting or amending the Business Plan.

10.4 Annual Report

The Subsidiary shall prepare an annual report for each financial year in accordance with the provisions of section 5.53 of the Act as those provisions are modified by regulation 18 of the Regional Subsidiaries Regulations.

10.5 Annual Budget

The Subsidiary shall prepare an annual budget in accordance with the provisions of section 6.2 of the Act as those provisions are modified by regulation 18 of the Regional Subsidiaries Regulations.

10.6 Audit

The audit functions of the Subsidiary may be undertaken by a subcommittee which may include Finance Manager representatives from the participants.

11. DISPUTE RESOLUTION

11.1 Negotiation

- (a) The procedure in Clause 11 must be applied to any dispute that arises between the Subsidiary and a participant or participants concerning the affairs of the Subsidiary, or between participants concerning the affairs of the Subsidiary, including a dispute as to the meaning or effect of this Charter.
- (b) In the event of a dispute between the parties (**Dispute**) one party may deliver a written notice to the other party that identifies the Dispute (**Notice of Dispute**).

- (c) The party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other parties to reasonably understand the:
 - (i) alleged facts on which the claim is based
 - (ii) legal basis on which the claim is made; and
 - (iii) relief that is claimed.
- (d) Within 10 Business Days of a Notice of Dispute being delivered, the receiving parties must deliver a written response to the other parties stating:
 - (i) its position in relation to the Dispute; and
 - (ii) the basis for its position.
- (e) Within ten Business Days of receipt of the response referred to in clause 11.1 (c), the parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Charter.

11.2 Mediation

- (a) If the parties fail to resolve the Dispute within the 10 Business Days under clause 11.1(d), any of the parties may refer the Dispute to mediation by notice in writing to the other parties.
- (b) Within 10 Business Days of a party referring the Dispute to mediation, the parties will attempt in good faith to agree the appointment of a mediator for the purposes of mediation.
- (c) In the event the parties are unable to agree the appointment of a mediator then the Chairperson of the Resolution Institute in Western Australia shall appoint a mediator for the purposes of mediation.
- (d) Once a Mediator has been appointed then the parties must within 10 Business Days of the mediator being appointed agree a mutually convenient date, time and place for the mediation to take place.

11.3 Terms of Mediation

The mediation must be conducted on the following terms:

- (a) the reference to the mediator is made in accordance with, and subject to, the Resolution Institute Mediation Rules;
- (b) the mediator will assist the parties to explore the options for and, if possible, achieve expeditious resolution of the dispute by agreement;
- (c) the mediator will not make decisions for a party or impose a solution on the parties;
- (d) the mediator will not obtain from any independent person advice or an opinion as to any aspect of the Dispute unless:
 - (i) the mediator is requested in writing by all parties to do so;

- (ii) all parties have agreed upon the identity of the independent person to give such advice or opinion; and
 - (iii) all parties have agreed on who will be responsible to pay for the costs or fees in relation to the advice provided by the independent person;
- (e) all parties will co-operate in good faith with the mediator and each other during the mediation;
- (f) each party will use its reasonable endeavours to comply with reasonable requests made by the mediator to promote the efficient and expeditious resolution of the Dispute;
- (g) the mediation, including all preliminary steps, shall be conducted in such manner as the mediator considers appropriate having regard to the nature and circumstances of the Dispute, the agreed goal of an efficient and expeditious resolution to the Dispute and, to the extent that the mediator may deem appropriate, to the view of each party as to the conduct of the mediation;
- (h) the proceedings, discussions and all documents created during the course of the mediation and all things said or disclosed during the course of the mediation shall be privileged and shall be for the purposes of any future matters or actions between the parties be without prejudice save to the extent that the parties shall reach an enforceable agreement;
- (i) if, after consultation with the parties, the mediator forms the view that the mediator will be unable to assist the parties to achieve resolution of a Dispute, the mediator may immediately terminate its engagement as mediator by giving written notice to the parties of that termination, upon which, the mediator's role shall cease;
- (j) the mediation shall be terminated immediately upon the earlier of:
 - (i) execution of a settlement agreement in respect of the Dispute; and
 - (ii) withdrawal of the Dispute;
- (k) the costs of the mediation shall be paid equally by each participant.

11.4 Arbitration

- (a) If the Dispute has not been resolved by mediation under clause 11.2 and 11.3, then the Dispute may be submitted by any party to the arbitration of a single arbitrator in accordance with, and subject to, Resolution Institute Arbitration Rules. Unless the parties agree on the appointment of an arbitrator, any party may request a nomination from the Chair of the time being of the Resolution Institute Western Australia Division.
- (b) The arbitrator's award shall be final and binding on the parties.
- (c) The costs of the submission, reference or award are in the discretion of the arbitrator.
- (d) Nothing in this Charter shall prevent a party from obtaining any urgent injunctive, declaratory or other interlocutory relief from a court which may be required in respect of a Dispute under clause 11 or any matter under this Charter.

SCHEDULE 1**RRC WASTE AGREEMENTS**

Doc	Description	Date
1	Participant's Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale and City of Canning	Dated 15 October 2015
2	Agreement for Processing of Waste for Resource Recovery between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE Project Co Pty Ltd	Dated 4 November 2015
3	Deed of Variation to Waste Supply Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE Project Co Pty Ltd	Dated 7 June 2017
4	Supplemental Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, City of Canning and Kwinana WTE Project Co Pty Ltd	Dated 16 July 2018
5	Exercise of Rights letter by the RRC	Dated 23 April 2018
6	Exercise of Rights Letter by the RRC	Dated 21 September 2018
7	Exercise of Rights Letter by the RRC	Dated 15 October 2018
8	Financier Direct Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE Project Co Pty Ltd and BTA Institutional Services Australia Limited	Dated 16 October 2018
9	Participants Agreement Deed of Variation between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE Project Co Pty Ltd	Dated 14 September 2018

SCHEDULE 2

CALCULATION OF CONTRIBUTIONS

2.1 Contributions towards a Budget Deficiency

Each participant must pay a contribution towards the Budget Deficiency calculated as follows:

$$\text{participant's contribution} = \text{BD} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) BD is the Budget Deficiency;
- (b) TP is the number of tonnes of the participant's Waste in the previous year;
- (c) TTP is the number of tonnes of all of the participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Budget Deficiency is to occur; and
- (e) "participants Waste" means the wastes to be delivered to the Resource Recovery Facility in accordance with the Agreement for Processing of Waste for Resource Recovery referred to in item 2 of Schedule 1 and the Participants Agreement referred to in item 1 of Schedule 1.

2.2 Contributions towards a Deficit

Each participant must pay a contribution towards the Deficit calculated as follows:

$$\text{participant's contribution} = \text{D} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) D is the Deficit;
- (b) TP is the number of tonnes of the participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Deficit occurs; and
- (e) "participants Waste" means the wastes to be delivered to the Resource Recovery Facility in accordance with the Agreement for Processing of Waste for Resource Recovery referred to in item 2 of Schedule 1 and the Participants Agreement referred to in item 1 of Schedule 1.

2.3 Contributions towards an Anticipated Exceptional Deficit

Each Participant must pay a contribution towards the Anticipated Exceptional Deficit as follows:

$$\text{participant's contribution} = \text{AED} \times \frac{\text{PT}}{\text{PTT}}$$

Where:

- (a) AED is the Anticipated Exceptional Deficit;
- (b) PT is the number of tonnes of the participant's Waste in the previous year;
- (c) PTT is the number of tonnes of all of the participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Anticipated Exceptional Deficit is determined; and
- (e) "participants Waste" means the wastes to be delivered to the Resource Recovery Facility in accordance with the Agreement for Processing of Waste for Resource Recovery referred to in item 2 of Schedule 1 and the Participants Agreement referred to in item 1 of Schedule 1.

SCHEDULE 3
CALCULATION OF PROPORTIONS IN WHICH PARTICIPANTS ARE TO
RECEIVE A PAID SURPLUS

3.1 Calculation of proportions

Each participant is to receive a proportion of the Paid Surplus calculated as follows:

$$\text{participant's proportion} = \text{PS} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) PS is the Paid Surplus;
- (b) TP is the number of tonnes of the participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Surplus occurs; and
- (e) "participants Waste" means the wastes actually delivered to the Resource Recovery Facility in accordance with the Agreement for Processing of Waste for Resource Recovery.

SCHEDULE 4**PROPORTIONS OF PARTICIPANTS FOR THE PURPOSE OF WINDING UP**

- 4.1** For the purpose of clauses 7.2(a)(ii) and 7.3, the proportion of each participant is the proportion that the number of tonnes of the participant's Waste for the previous five (5) financial years (including RRC member tonnes as defined in the Establishment agreement if required) bear to the number of tonnes of all of the participants' Waste for the same period.

"participants Waste" means the wastes actually delivered to the Resource Recovery Facility in accordance with the Agreement for Processing of Waste for Resource Recovery.

DEED OF DISSOLUTION OF THE RIVERS REGIONAL COUNCIL

CITY OF ARMADALE, CITY OF GOSNELLS, CITY OF SOUTH PERTH, CITY OF
MANDURAH, SHIRE OF MURRAY, SHIRE OF SERPENTINE - JARRAHDALE

-and-

RIVERS REGIONAL COUNCIL
ABN 80 479 097 483



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THIS DEED is made the day of

2019

BETWEEN:

CITY OF ARMADALE of 7 Orchard Avenue, Armadale, Western Australia

and

CITY OF GOSNELLS of 2120 Albany Highway, Gosnells, Western Australia

and

CITY OF SOUTH PERTH of corner Sandgate Street and South Terrace, South Perth,
Western Australia

and

CITY OF MANDURAH of 3 Peel Street, Mandurah, Western Australia

and

SHIRE OF MURRAY of 1915 Pinjarra Road, Pinjarra, Western Australia

and

SHIRE OF SERPENTINE-JARRAHDALE of 6 Paterson Street, Mundijong, Western
Australia

and

RIVERS REGIONAL COUNCIL (ABN 80 479 097 483) of 155 Jull Street, Armadale,
Western Australia.

RECITALS

- (A) The Minister approved the First Establishment Agreement, and, in the Government Gazette dated 3 July 2001, the Minister declared the establishment of the South East Metropolitan Regional Council pursuant to section 3.61 of the Act.
- (B) By the Second Establishment Agreement, City of Armadale, City of Gosnells and City of South Perth agreed to amend the First Establishment Agreement by revoking it and substituting it with the Second Establishment Agreement. The Minister approved the Second Establishment Agreement. Under the Second Establishment Agreement the name continued as the South East Metropolitan Regional Council.
- (C) By the Third Establishment Agreement, City of Armadale, City of Gosnells and City of South Perth agreed to amend the Second Establishment Agreement by revoking it and substituting it with the Third Establishment Agreement. The Minister approved the Third Establishment Agreement. Under the Third Establishment Agreement the name was changed to the Rivers Regional Council.
- (D) By the First Deed of Amendment:
 - (a) City of Armadale, City of Gosnells and City of South Perth agreed to amend the Third Establishment Agreement to include City of

Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale as “Participants”; and

- (b) City of Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale agreed to be bound by the Third Establishment Agreement as ‘Participants’.

The Minister approved the First Deed of Amendment.

- (E) By the Second Deed of Amendment:

- (a) City of Armadale, City of Gosnells, City of South Perth, City of Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale agreed to amend the Third Establishment Agreement to include Shire of Waroona as one of the Participants; and
- (b) Shire of Waroona agreed to be bound by the Third Establishment Agreement as one of the Participants.

The Minister approved the Second Deed of Amendment.

- (F) By the Third Deed of Amendment, the Participants and the Shire of Waroona agreed to amend the Third Establishment Agreement by deleting clause 6.1(2) and inserting a new clause 6.8.

The Minister approved the Third Deed of Amendment.

- (G) By the Fourth Deed of Amendment the Participants and the Shire of Waroona agreed to amend the Third Establishment Agreement to provide for the withdrawal of the Shire of Waroona as Participant.

The Minister approved the Fourth Deed of Amendment.

- (H) The RRC has transferred all of its assets, liabilities, rights, obligations and functions to the Subsidiary as set out in this Deed.
- (I) This Deed is now made pursuant to section 3.63 of the *Local Government Act 1995* (WA) to set out the terms under which the RRC shall be dissolved; and
- (J) The Participants and the RRC have resolved on the dates referred to in Schedule 1 to enter into this Deed.

OPERATIVE PART

1. DEFINITIONS

In this Deed, unless the context requires otherwise:

Act means the *Local Government Act 1995* (WA);

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

Establishment Agreement means the Third Establishment Agreement as amended by the First Deed of Amendment, Second Deed of Amendment, Third Deed of Amendment and Fourth Deed of Amendment.

Minister means the Minister for the time being responsible for the administration of the Act);

Operative Date means the date which is # days after the latest of:

- (a) the Parties execution of the Deed of Asset Transfer, a copy of which is annexed to this Deed and marked "A" or
- (b) the Parties execution of the Deed of Novation, a copy of which is annexed to this Deed and marked "B".;

Participants means the City of Armadale, City of Gosnells, City of South Perth, City of Mandurah, Shire of Murray and Shire of Serpentine -Jarrahdale and "Participant" is a reference to any one of them;

Parties means the parties to this Deed and party means any one or more of them according to context;

RRC means the Rivers Regional Council;

RRC Waste Agreements means the agreements and documents referred to in Schedule 2; and

Subsidiary means the Rivers Regional Subsidiary, a body corporate that has been established by the Participants and the City of Canning under section 3.69 of the Act to take over the functions of the RRC.

2. CONDITIONS

This Deed is subject to and conditional upon the approval of the Minister under section 3.63 of the Act.

3. DISSOLUTION

In accordance with clause 10.1 of the establishment Agreement the Parties hereby agree that the RRC shall be dissolved on the Operative Date.

4. ASSETS AND LIABILITIES

- (a) By a Deed of Novation datedthe RRC novated all of its right, title, interest, liabilities and obligations in the RRC Waste Agreements to the Subsidiary;
- (b) By a Deed of Transfer datedthe RRC transferred all of its right title and interest in all of its assets, books of account, financial records and statements and all other property owned by it, free of all encumbrances, to the Subsidiary and
- (c) Each Party has on the Dates of Resolution shown in Schedule 1 agreed to enter into this Deed..

5. PROPER LAW

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

6. SEVERANCE

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

7. WAIVERS

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Deed by a Party does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

8. FURTHER ASSURANCES

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

9. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the Parties and contains all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Deed.

Schedule 1
Resolution dates

Party	Date of Resolution to enter into this Deed
City of Armadale	
City of Gosnells	
City of South Perth	
City of Mandurah	
Shire of Murray	
Shire of Serpentine- Jarrahdale	

SCHEDULE 2
RRC Waste Agreements

Doc	Description	Date
1	Participant's Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale and City of Canning	Date 15 October 2015
2	Agreement for Processing of Waste for Resource Recovery between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 4 Nov 2015
3	Deed of Variation to Waste Supply Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 7 June 2017
4	Supplemental Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, , City of Canning and Kwinana WTE (Drafter?)	Dated 16 July 2018
5	Exercise of Rights Letter by the RRC	Dated 23 April 2018
6	Exercise of Rights Letter by the RRC	Dated 21 September 2018
7	Exercise of Rights Letter by the RRC	Dated 15 Oct 2018
8	Financier Direct Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE and BTA Institutional Services Australia Limited	Dated 16 Oct 2018

EXECUTED as a DEED

THE COMMON SEAL of the **CITY OF**)
ARMADALE was affixed pursuant to)
 a resolution of the Council in the)
 presence of:)

 Mayor

 Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
GOSNELLS was affixed pursuant to)
 a resolution of the Council in the)
 presence of:)

 Mayor

 Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
SOUTH PERTH was affixed pursuant to)
 a resolution of the Council in the)
 presence of:)

 Mayor

 Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
MANDURAH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
MURRAY was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
SERPENTINE-JARRAHDALE was)
affixed pursuant to a resolution of the)
Council in the presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of RIVERS)
REGIONAL COUNCIL)
(ABN 80 479 097 483) was affixed)
 in the presence of:)

Chairperson

Chief Executive Officer

Approved by the Minister for Local Government

David Templeman MLA

Date

DEED OF ASSET TRANSFER

**RIVERS REGIONAL COUNCIL
(ABN 80 479 097 483)**

- and -

RIVERS REGIONAL SUBSIDIARY

- and -

**CITY OF ARMADALE, CITY OF GOSNELLS, CITY OF SOUTH PERTH, CITY OF
MANDURAH, SHIRE OF MURRAY, SHIRE OF SERPENTINE – JARRAHDALE,**



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advoc



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THIS DEED is made

day of

2019

B E T W E E N

RIVERS REGIONAL COUNCIL of 13 Third Road, Armadale, Western Australia

and

RIVERS REGIONAL SUBSIDIARY of 13 Third Road, Armadale, Western Australia

and

CITY OF ARMADALE of 7 Orchard Avenue, Armadale, Western Australia;

and

CITY OF GOSNELLS of 2120 Albany Highway, Gosnells, Western Australia;

and

CITY OF SOUTH PERTH of Cnr Sandgate Street and South Terrace, South Perth, Western Australia;

and

CITY OF MANDURAH of 3 Peel Street, Mandurah, Western Australia;

and

SHIRE OF MURRAY of 1915 Pinjarra road, Pinjarra, Western Australia;

and

SHIRE OF SERPENTINE – JARRAHDALE of 6 Paterson Street, Mundijong, Western Australia;

RECITALS:

- A.** The RRC intends to hand over all of its assets, liabilities, rights, obligations and functions to the Subsidiary and there upon wind itself up.
- B.** The Subsidiary is a body corporate that has been established by the Participants and the City of Canning under section 3.69 of the *Local Government Act 1995 (WA)* (Act) to take over the functions of the RRC.
- D.** To enable the Subsidiary to take over these functions the RRC will transfer all of its Assets to the Subsidiary on and from the Transfer Date.

THE PARTIES COVENANT AND AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

“Assets” means all of the assets of the RRC including but not limited to the assets contained in the Schedule

“Deed” means this deed as varied, modified or supplemented from time to time;

“Participants” means the City of Armadale, City of Gosnells, City of South Perth, City of Mandurah, Shire of Murray and Shire of Serpentine -Jarrahdale and “**Participant**” is a reference to any one of them;

"Parties" means the parties to this Deed and Party means any one or more of them according to context;

"RRC" means the Rivers Regional Council

"Schedule" means the schedule to this Deed;

"Subsidiary" means the Rivers Regional Subsidiary, a body corporate that has been established by the Participants and the City of Canning under section 3.69 of the Act to take over the functions of the RRC; and

"Transfer Date means....."

2. TRANSFER

In consideration of the Subsidiary agreeing to take over the functions, obligations and liabilities of the RRC, on and from the Transfer Date, the RRC, as beneficial owner, hereby transfers to the Subsidiary absolutely all of the RRC's right, title and interest in all of the Assets free of all encumbrances on the Transfer Date and on the terms and conditions of this Deed.

3. COSTS AND EXPENSES

The Parties shall each pay their own costs and expenses in relation to the instructions for, preparation and execution of this Deed, except that the Subsidiary agrees to pay any duty assessed on this Deed (if any).

4. SUBSIDIARY'S COVENANTS WITH THE RRC

The Subsidiary covenants with the RRC:

- (a) to assume all liability for any costs, claims and expenses, debts or liabilities incurred or accrued by the RRC (whether actual or contingent) arising out of or in connection with their ownership of the Assets up to and including the Transfer Date; and
- (b) to indemnify and keep indemnified the RRC against all proceedings, costs, claims and expenses arising out of or in connection with their ownership of the Assets occurring on or after the Transfer Date.

5. PROPER LAW

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

6. SEVERANCE

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

7. FURTHER ASSURANCES

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

8. MISCELLANEOUS

In this Deed:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally.

SCHEDULE

Assets of the RRC

--	--	--

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of RIVERS)
REGIONAL COUNCIL)
(ABN 80 479 097 483) was affixed)
in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of RIVERS)
REGIONAL SUBSIDIARY)
was affixed in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
ARMADALE was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
GOSNELLS was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
SOUTH PERTH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
MANDURAH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
MURRAY was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Shire President

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
SERPENTINE-JARRAHDALE was)
affixed pursuant to a resolution of the)
Council in the presence of:)

Shire President

Chief Executive Officer

DEED OF NOVATION

**RIVERS REGIONAL COUNCIL
(ABN 80 479 097 483)**

- and –

RIVERS REGIONAL SUBSIDIARY

- and –

**CITY OF ARMADALE, CITY OF GOSNELLS, CITY OF SOUTH PERTH, CITY OF
MANDURAH, SHIRE OF MURRAY, SHIRE OF SERPENTINE – JARRAHDAL, CITY OF CANNING**

- and –

**KWINANA WTE PROJECT CO PTY LTD
(ACN 165 661 263) in its capacity as trustee of the Kwinana WTE Project Trust
(ABN 50 113 636 774)**

- and –

**BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED
(ABN 002 916 396)**

THIS DEED is made

day of

2019

B E T W E E N

RIVERS REGIONAL COUNCIL (ABN 80 479 097 483) of 13 Third Road, Armadale, Western Australia

and

RIVERS REGIONAL SUBSIDIARY of 13 Third Road, Armadale, Western Australia

and

CITY OF ARMADALE of 7 Orchard Avenue, Armadale, Western Australia;

and

CITY OF GOSNELLS of 2120 Albany Highway, Gosnells, Western Australia;

and

CITY OF SOUTH PERTH of Cnr Sandgate Street and South Terrace, South Perth, Western Australia;

and

CITY OF MANDURAH of 3 Peel Street, Mandurah, Western Australia;

and

SHIRE OF MURRAY of 1915 Pinjarra road, Pinjarra, Western Australia;

and

SHIRE OF SERPENTINE – JARRAHDALE of 6 Paterson Street, Mundijong, Western Australia;

and

CITY OF CANNING of 1317 Albany Highway, Cannington, Western Australia

and

KWINANA WTE PROJECT CO PTY LTD (ACN 165 661 263) in its capacity as trustee of the Kwinana WTE Project Trust (ABN 50 113 636 774) of Lot 9501 Leath Road, Kwinana, Western Australia

and

BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED (ACN 002 916 396) of Level 2, 1 Bligh Street Sydney, New South Wales

RECITALS:

- A.** The RRC, the Local Governments, Kwinana WTE and BTA are parties to some, or all, of the RRC Waste Agreements.
- B.** The RRC intends to hand over all of its functions to the Subsidiary.
- C.** The Subsidiary is a body corporate that has been established by the Local Governments under section 3.69 of the *Local Government Act 1995 (WA)* (Act) to take over the functions of the RRC.

- D. To enable the Subsidiary to take over these functions the RRC will novate and the Subsidiary has agreed to take a novation of the RRC Waste Agreements on and from the Novation Date.
- E. The Local Governments, Kwinana WTE and BTA consent to the novation of the RRC Waste Agreements from the RRC to the Subsidiary.

THE PARTIES COVENANT AND AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

"BTA" means BTA Institutional Services Australia Limited;

"Deed" means this deed as varied, modified or supplemented from time to time;

"Deed of Asset Transfer" means a deed of that name between the RRC, the Subsidiary and the Local Governments;

"Kwinana WTE" means Kwinana WTE Project Co Pty Ltd in its capacity as trustee of the Kwinana WTE Project Trust (ABN 50 113 636 774);

"Local Governments" means the City of Armadale, City of Gosnells, City of Mandurah, City of South Perth and City of Canning, the Shire of Murray and the Shire of Serpentine-Jarrahdale;

"Minister" means the Minister for the time being responsible for the administration of the *Local Government Act 1995 (WA)*;

"Novation Date" means the;

"Parties" means the parties to this Deed and Party means any one or more of them according to context;

"RRC" means the Rivers Regional Council;

"RRC's Covenants" means the covenants, agreements, warranties and obligations contained or implied in the RRC Waste Agreements or imposed by law in each case to be observed and performed (or warranted) as the case may be by the RRC;

"RRC Rights" means the estate, rights and interests of the RRC set out in the RRC Waste Agreements;

"RRC Waste Agreements" means those agreements and documents referred to in Schedule 1;

"Schedule" means a schedule to this Deed; "Specified Encumbrances" means the encumbrances listed in Schedule 2

"Subsidiary" means the Rivers Regional Subsidiary, a body corporate that has been established by the Local Governments under section 3.69 of the Act to take over the functions of the RRC.

2. OPERATIVE PART

- (a) Subject to clause 2(b), in consideration of the Subsidiary agreeing to observe, , perform and be bound by the RRC's Covenants on and from the Novation Date, the RRC as beneficial owner novates to the Subsidiary absolutely all of the

RRC's right, title and interest in the RRC Waste Agreements on and from the Novation Date and on the terms and conditions of this Deed.

- (b) This Deed does not commence until:
- (i) each Party to this Deed has duly executed this Deed;
 - (ii) each party to the Deed of Asset Transfer has duly executed the Deed of Asset Transfer;
 - (iii) the Minister has consented to the establishment of the Subsidiary for the purposes as are set out in the Charter of the Subsidiary and evidence of such consent in form and substance satisfactory to Kwinana WTE and BTA (each acting reasonably) has been provided to Kwinana WTE and BTA; and
 - (iv) each of the Local Governments has duly passed resolutions to enter into this Deed and the Deed of Asset Transfer and certified copies of those resolutions have been provided to Kwinana WTE and BTA.

3. RRCS' COVENANTS WITH THE SUBSIDIARY

RRC covenants with the Subsidiary that:

- (a) the RRC Waste Agreements are valid and subsisting and enforceable in accordance with their terms, and sets out all of the RRC's Rights in relation to the subject matter of the RRC Waste Agreements;
- (b) the RRC's Rights do not infringe the rights of any third party;
- (c) the RRC has full power to novate its right, title and interest in the RRC Waste Agreements to the Subsidiary except for the Specified Encumbrances;
- (d) the novation contemplated by this Deed shall be taken by the Subsidiary free and clear of any mortgage, pledges, liens, charges or other encumbrances or claims or interests of any other person;
- (e) the RRC shall on the Novation Date or as soon as practicable thereafter deliver to the Subsidiary copies of all contracts, invoices and other records, papers, books and documents of the RRC relating to the RRC Waste Agreements; and
- (f) the RRC shall do all acts and things as may be reasonably required by the Subsidiary to give effect to the novation contemplated by this Deed.

4. THE SUBSIDIARY'S COVENANTS WITH THE RRC

The Subsidiary covenants with the RRC and as a separate covenant with the Local Governments, Kwinana WTE and BTA:

- (a) to pay all money payable by the Subsidiary under this Deed (if any);
- (b) to observe, perform and be bound by the RRC's Covenants on and from the Novation Date;
- (c) to assume all liability for any costs, claims and expenses, debts or liabilities incurred or accrued by the RRC (whether actual or contingent) arising out of or in connection with the performance and execution of the RRC Waste

Agreements up to and including the Novation Date, including any costs, claims and expenses, debts or liabilities owed or accruing to any of the Local Governments and / or Kwinana WTE and / or BTA; and

- (d) to indemnify and keep indemnified the RRC against all proceedings, costs, claims and expenses resulting from any failure to observe, perform and be bound by the RRCs' Covenants occurring on or after the Novation Date, or arising from the RRC's failure to promptly pay, discharge or satisfy the expenses, debts or liabilities referred to in paragraph (c) of this clause.

5. CONSENT TO NOVATION

The Local Governments, Kwinana WTE and BTA hereby consent to the novation of each of the RRC Waste Agreements to which they are a party as contemplated by this Deed.

6. MUTUAL RELEASE

6.1 The RRC covenants and agrees that on and from the Novation Date, the RRC:

- (a) releases and discharges the Local Governments Kwinana WTE and BTA from and against all liability whatsoever now existing or which might but for this Deed arise, relating to, arising out of, in connection with or incidental to the matters the subject of the RRC Waste Agreements; and
- (b) will not at any time commence or continue any action, suit or proceeding, or make any claim or demand of any nature against the Local Governments Kwinana WTE or BTA relating to, arising out of, in connection with or incidental to the matters the subject of the RRC Waste Agreements;

and the RRC covenants and agrees that this Deed may be pleaded in bar to any action, suit or proceeding mentioned in paragraph (b) of this sub-clause.

6.2 The Local Governments, Kwinana WTE and BTA covenant and agree that on and from the Novation Date, they will:

- (a) release and discharge the RRC from and against all liability whatsoever now existing or which might but for this Deed arise, relating to, arising out of, in connection with or incidental to the matters the subject of the RRC Waste Agreements; and
- (b) will not at any time commence or continue any action, suit or proceeding, or make any claim or demand of any nature against the RRC relating to, arising out of, in connection with or incidental to the matters the subject of the RRC Waste Agreements;

and the Local Governments, Kwinana WTE and BTA covenant and agree that this Deed may be pleaded in bar to any action, suit or proceeding mentioned in paragraph (b) of this sub-clause.

7. COSTS AND EXPENSES

The Parties shall each pay their own costs and expenses in relation to the instructions for, preparation and execution of this Deed, except that the Subsidiary agrees to pay any duty assessed on this Deed (if any).

8. PROPER LAW

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

9. SEVERANCE

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

10. FURTHER ASSURANCES

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

11. MISCELLANEOUS

In this Deed:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally.

SCHEDULE 1

RRC Waste Agreements

Doc	Description	Date
1	Participant's Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale and City of Canning	Date 15 October 2015
2	Agreement for Processing of Waste for Resource Recovery between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 4 Nov 2015
3	Deed of Variation to Waste Supply Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 7 June 2017
4	Supplemental Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE (Drafter?)	Dated 16 July 2018
5	Exercise of Rights Letter by the RRC	Dated 23 April 2018
6	Exercise of Rights letter by the RRC	Dated 21 September 2018
7	Exercise of Rights Letter by the RRC	Dated 15 Oct 2018
8	Financier Direct Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE and BTA	Dated 16 Oct 2018

SCHEDULE 2

Specified Encumbrances

Doc	Description
1	Charge by BTA over the waste supply agreement referred to in doc 2 and 3 of Schedule 1

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL of RIVERS)
REGIONAL COUNCIL)
(ABN 80 479 097 483) was affixed)
in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of RIVERS)
REGIONAL SUBSIDIARY)
was affixed in the presence of:)

Chairperson

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
ARMADALE was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the CITY OF)
GOSNELLS was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
SOUTH PERTH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
MANDURAH was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
MURRAY was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Shire President

Chief Executive Officer

THE COMMON SEAL of the **SHIRE OF**)
SERPENTINE-JARRAHDALE was)
affixed pursuant to a resolution of the)
Council in the presence of:)

Shire President

Chief Executive Officer

THE COMMON SEAL of the **CITY OF**)
CANNING was affixed pursuant to)
a resolution of the Council in the)
presence of:)

Mayor

Chief Executive Officer

Executed by
KWINANA)
WTE PROJECT CO PTY LTD)
(ACN 165 661 263)
in accordance with Section 127
of the Corporations Act 2001 (Cth) in the presence of:)

Director

Director/Secretary

Full Name

Full Name

Executed by
BTA)
INSTITUTIONAL SERVICES)
AUSTRALIA LIMITED
acting by its duly authorised signatory
:)

Authorised Signatory

Full Name

11	SUBJECT:	City of Mandurah Corporate Business Plan 2020 – 2024
	DIRECTOR:	Deputy Chief Executive Officer
	MEETING:	Council Meeting
	MEETING DATE:	26 May 2020

Summary

In line with the requirements of the Western Australian Government's Integrated Planning and Reporting Framework (IPRF), the City undertook a major review of its 20 Year Strategic Community Plan during the 2019/20 financial year.

In December 2019 Council approved the draft Strategic Community Plan 2020-2040 to be made available to the community for comment, with the five-week comment period ending on 4 March 2020. A total of 24 community responses were received with all feedback considered in shaping the final version of the Strategic Community Plan 2020-2040 which was formally adopted by Council at its meeting in March 2020.

City officers have subsequently finalised the next stage of the IPRF process, which involves the development of the City's 4 Year Corporate Business Plan. The Corporate Business Plan lists the City's priority projects, initiatives and actions that will be undertaken over the next four years in response to identified community priorities.

The Corporate Business Plan was developed largely prior to the effects of the COVID-19 pandemic. As a result, it is likely that some adjustments to the plan may be required most likely in Year One, however the City is optimistic it will deliver on its objectives over the four-year period.

Council is requested to approve the City of Mandurah 4 Year Corporate Business Plan 2020-2024 for adoption and public release and note that Officers will undertake a review of the Corporate Business Plan post the COVID-19 pandemic and present findings at a future Council workshop.

Disclosure of Interest

N/A

Previous Relevant Documentation

- G.16/3/20 March 2020 Council approved the Strategic Community Plan 2020-2040 for adoption and public release.
- G.31/12/19 December 2019 Council endorsed the Strategic Community Plan 2020-2040 to be made available for public comment.
- G.39/9/17 September 2017 Council approved the City of Mandurah Four Year Corporate Business Plan 2018-2021 for adoption and public release.
- G.13/9/17 September 2017 Council approved the City of Mandurah Strategic Community Plan 2017-2037 for adoption and public release.

Background

As part of the Western Australian Government's local government reform program, introduced in 2010/11, all Local Government were required to prepare and implement an Integrated Planning and Reporting Framework (IPRF) by 30 June 2013. The IPRF consisted of a Strategic Community Plan, a Corporate Business Plan, and an Annual Budget, and was to be informed by a combination of extensive community engagement and existing Council strategies and plans.

The framework requires all WA local governments to periodically review their Strategic Community Plans.

At a minimum, a desk-top review of the Strategic Community Plan should be undertaken every two years with a full review and renewed long term visioning process conducted every four years. This ensures that community priorities and aspirations are kept up-to date and remain relevant.

In line with the IPRF requirements, the City undertook a major review in 2017 and as a result adopted the City of Mandurah Strategic Community Plan 2017-2037 in September 2017. The Plan was due for a desktop review in June 2019.

In late 2018, the City of Mandurah launched one of its biggest community engagement initiatives to date, Mandurah Matters. Over 1600 people provided feedback over a five-month engagement period, and contributed towards shaping the vision, aspiration and outcomes for the community.

In order to ensure the outcomes of Mandurah Matters were incorporated in the Council's strategic direction, the City undertook a major review of the Plan, in place of a desktop review, during the 2019/20 financial year.

In line with the review of the Strategic Community Plan the City of Mandurah Corporate Business Plan 2020-2024 was prepared to operationalise the strategic priorities identified in the Strategic Community Plan.

Comment

The Corporate Business Plan 2020 – 2024 outlines the City's key priorities, projects, services and actions over the next four years. It provides an indication of detail for the implementation of the first four years of the Strategic Community Plan 2020 – 2040 and outlines key service delivery required by the City of Mandurah. It is developed on a four-yearly basis and reviewed annually to ensure projects and services are prioritised. It links annual operations to priorities identified in the Strategic Community Plan and informs the annual budget process.

Supporting the Corporate Business Plan are the annual business plans of each business unit which sit under and inform the CBP. The CBP and all business unit plans are reviewed on an annual basis to ensure the City remains adaptive and responsive to the changing external environment and community need.

The Corporate Business Plan is one of the City's guiding documents in creating a more vibrant and sustainable Mandurah and is also a component of the City's fulfilment of the State Government's Integrated Planning and Reporting Framework.

Measuring performance is essential for the City's accountability. The City's Reporting Framework enables the City to continually review its approach and make improvements to ensure the best possible outcomes for the community. In measuring progress, the City takes responsibility for measuring its own performance while also choosing to monitor some important community indicators in areas where it is not directly accountable for outcomes.

The City's Performance Reporting Framework will see all measures of success set out in the 20 Year Strategic Community Plan, and performance measures generated from the Corporate Business Plan presented to Council and the community in multiple forms.

Strategically important actions and Strategic Community Plan Measures of Success will be reported to Council on a quarterly basis and will be published on the Mandurah Matters Website, and promoted through a range of other mediums, as a means of reporting back to our community. The City will also continue to report performance annually via its Annual Report.

It should be noted that the CBP was largely developed prior to the COVID-19 pandemic and the subsequent widespread impacts. In light of these effects, some adjustments to the plan may occur, most likely in Year One. Any adjustments would be influenced by impacts on the City's revenues, however the City remains optimistic it will deliver on its objectives over the four-year period. The City is also continuing to develop, monitor and measure ongoing efficiencies in how we conduct business across the organisation.

Next Steps

Once the 4 Year Corporate Business Plan 2020-2024 is approved for adoption and public release by Council, the Plan:

- will be published on the City's website and made available in print form;
- will be implemented and monitored;
- progress will be reported to Council on a quarterly basis and will be published on the Mandurah Matters Website as a means of reporting back to our community, and annually via City's Annual Report.

It should be noted that subject to a Council decision, the Corporate Business Plan can be updated or modified at any time. This flexibility provides Council with the ability to take advantage of particular opportunities as and when they arise with the modification detailed in the City's annual report.

Consultation

The City of Mandurah's 4 Year Corporate Business Plan 2020-2024 was developed to align with the 20 Year Strategic Community Plan 2020-2040. Whilst the 20 Year Strategic Community Plan was designed to reflect broad community aspirations, the 4 Year Corporate Business Plan was designed to translate these aspirations into specific Council actions. As such, the Corporate Business Plan was developed internally, based on the findings of the community engagement undertaken in the 2018/19 financial year.

Statutory Environment

As part of the Western Australian Government's local government reform program, introduced in 2010/11, all Western Australian Councils were required to prepare and implement the Integrated Planning and Reporting Framework (IPRF) by 30 June 2013. The IPRF consists of a Strategic Community Plan, a Corporate Business Plan, and an Annual Budget, and is to be informed by a combination of extensive community engagement and existing Council strategies and plans.

Strategic Community Plans are to be reviewed periodically – desktop review two years from adoption and a major review four years from adoption. The Corporate Business Plan is to be reviewed annually.

The regulatory requirements of the Integrated Planning and Reporting Framework include:

- A Corporate Business Plan is to cover at least 4 financial years;
- A Corporate Business Plan must reference resourcing considerations such as asset management plans, finance plans and workforce plans;
- The Corporate Business Plan is to be reviewed annually;
- Notice must be given to the public when the Corporate Business Plan is adopted or modified;
- An annual report to community is to be delivered on the progress of the Corporate Business Plan delivery, and how this relates to achieving Strategic Community Plan priorities;
- Annual reports are to contain information on Strategic Community Plans and Corporate Business Plans;
- If a significant modification is made during a financial year to a local government's Corporate Business Plan, the annual report of the local government for the financial year is to contain information about that significant modification;
- Operational plans are to be monitored quarterly.

Policy Implications

N/A

Economic Implications

The 20 Year Strategic Community Plan 2020-2040 and 4-Year Corporate Business Plan 2020-2024 inform and guide the City's decision-making processes, including the planning and implementation of its Long-Term Financial Plan, and its Annual Budget.

Risk Analysis

Risk	Action
Non-compliance due to Failure to adopt a Corporate Business Plan	<ul style="list-style-type: none">• Process in place for the development of a new Corporate Business Plan every four years and review every year
Negative reputation and decreased community trust due to failure to deliver on Corporate Business Plan commitments	<ul style="list-style-type: none">• Funding allocated in the Long-Term Financial Plan to deliver projects listed within the 4 Year Corporate Business Plan• Reporting Framework in place to ensure the City reports back to Council and the Community on the progress• The 4 Year Corporate Business Plan is reviewed annually in line with the budgeting process to ensure the City delivers on its commitments

Strategic Implications

The following objectives from the *20 Year Strategic Community Plan 2020 – 2040* are relevant to this report:

Organisation Excellence

- Listen to and engage with our community in the decision-making process.
- Ensure the City has the capacity and capability to deliver quality services and facilities through accountable and transparent business practices, governance, risk and financial management.
- Ensure that our actions maintain a sustainable balance between economic growth, the environment and social values.

Conclusion

Since the introduction of the State Government's Integrated Planning and Reporting Framework (IPRF) in 2010/11, local governments across Western Australian have been required to provide a significant degree of rigour to their long-term strategic planning.

In an endeavour to respond to the community's broad priorities and aspirations, the City developed and adopted the 20 Year Strategic Community Plan 2020-2040 in March 2020.

City officers have subsequently prepared the 4 Year Corporate Business Plan 2020-2024 to operationalise the strategic priorities identified in the Strategic Community Plan, also forming a part of the IPRF requirements.

Council is requested to approve the City of Mandurah 4 Year Corporate Business Plan 2020-2024 for adoption and public release and note that a desktop review will be conducted post the COVID-19 pandemic to address impacts with the results to be presented at a future Council workshop.

NOTE:

- Refer ***Attachment 11.1 4 Year Corporate Business Plan 2020-2024***

RECOMMENDATION

That Council:

1. Approves the City of Mandurah 4 Year Corporate Business Plan 2020-2024 for adoption and public release

2. Notes that officers will undertake a review of the Corporate Business Plan post the COVID-19 pandemic to assess the impacts of the pandemic response and changes to community programs and services and will present the findings at a future Council workshop.

****ABSOLUTE MAJORITY REQUIRED****

Corporate Business Plan

2020 - 2024

Contents

- 2. Introduction
- 3. Message from the Mayor and CEO
- 4. Councillors
- 5. Executive Leadership Team
- 6. Vision and Values
- 7. Integrated Planning Framework
- 8. The Key Informing Plans
- 9. Key Ongoing Projects
- 10. Four Year Plan
 - 11. Focus Area 1: Economic
 - 14. Focus Area 2: Social
 - 20. Focus Area 3: Health
 - 24. Focus Area 4: Environment
 - 28. Focus Area 5: Organisational Excellence
- 36. Risk Management
- 38. Measuring Success
- 38. Review

Introduction

The Corporate Business Plan 2020 – 2024 outlines the City's key priorities, projects, services and actions over the next four years.

It provides an indication of detail for the implementation of the first four years of the Strategic Community Plan 2020 – 2040 and outlines key service delivery required by the City of Mandurah.

It is developed on a four-yearly basis and reviewed annually to ensure projects and services are prioritised. It links annual operations to priorities identified in the Strategic Community Plan and informs the annual budget process.

Message from the Mayor and CEO

The City of Mandurah's Corporate Business Plan 2020-2024 (CBP) is a guiding document for what the City will deliver for the community over the next four years.

The Plan has been developed to reflect the first four years of the 20 Year Strategic Community Plan, which is all about helping to achieve community aspirations in creating a more vibrant, sustainable and connected Mandurah. The Strategic Community Plan has been informed by community feedback and ideas gathered during the Mandurah Matters project, one of our biggest community engagement projects to date. Our people have been key in helping to guide and influence the collective goals and vision that we will now work towards.

The Corporate Business Plan focuses on the growth and development of the five key areas of economic, health, social, environment and organisational excellence, which aligns with the Strategic Community Plan. It is also a key component of the City's fulfilment of the State Government's Integrated Planning and Reporting Framework. This Plan has a strong emphasis on advocacy across the key focus areas, and outlines how the City can continue to play a vital role in being a voice for our community. The vital advocacy elements around health,

social, economic and environment will enable us to work towards opportunities, protections and even more lifestyle choices for our people.

The CBP was largely developed prior to the COVID-19 pandemic and the subsequent widespread impacts. In light of these effects, some adjustments to the plan may occur, most likely in Year One. Any adjustments would be influenced by the City's revenue impact as a result of the projected 0% rate rise for the 2020/21 financial year, however the City is optimistic it will deliver on its objectives over the four-year period. The City is also continuing to develop, monitor and measure ongoing efficiencies in how we conduct business across the organisation.

Once again, this plan clearly highlights the key projects that will lead to significant changes for Mandurah residents and businesses, and we look forward to working with our community on an exciting future.



Rhys Williams
Mayor, City of Mandurah



Mark Newman
CEO, City of Mandurah

Councillors

East Ward



Cr Lynn Rodgers



Cr Darren Lee



Cr Don Pember

Coastal Ward



Cr Merv Darcy



Cr Jenny Green



Cr Candice Di Prinzio

Town Ward



Cr Dave Schumacher



Cr Matt Rogers



Cr Peter Rogers

North Ward



Cr Caroline Knight



Cr Peter Jackson



Cr Ahmed Zilani

Executive Leadership Team



Mark Newman

Chief Executive Officer

B.Com, Cert Local Govt. Treasurer, Cert Local Govt. Clerk

Responsible for the overall operation of the organisation and for the economic development portfolio.



Graeme Davies

Deputy CEO

GradDipBus, MBA

Responsible for Strategy and Corporate Planning, Marketing and Communications, Systems and Technology, Customer and Visitor Services, Risk Management and Human Resources



Allan Claydon

Director Works and Services

MEM; BE (Hons), GradDipBus, GradDipEng

Responsible for Operation Services, Infrastructure Management, Infrastructure Development and Marinas and Waterways.



Casey Mihovilovich

Director Corporate Services

BCom, GradDip (ICAA), MBA, CertIV ProjMgt

Responsible for Governance Services, Procurement, Finance and Technology, Systems and Projects



Vision and Values

Woven by waterways, a city with a village heart

We are built in nature - a meeting place surrounded by unique waterways, where the wellbeing of our people and our environment are nurtured; where business in the community can thrive and entrepreneurship is celebrated.

We will be the place where a thriving regional city and the heart of a village meet.

This is our Mandjoogoordap.

Our Values:

CONNECTED

COURAGE

INNOVATIVE

EXCELLENCE

INTEGRITY

Integrated Planning and Reporting Framework

20 YEAR STRATEGIC COMMUNITY PLAN

Outlines the community's aspirations and vision.

Economic

Growing our economy

Social

Creating a better community

Health

Creating a healthy community

Environment

Nature has a voice at the table in all decisions

Underpinned by **Organisational Excellence**: City of Mandurah being a high performing organisation

INFORMATION INTO THE PROCESS

- Community vision and aspiration
- Long Term Financial Plan
- Workforce Plan
- Asset Management Plans
- Issue Specific Strategies
- Federal and State Government Strategies
- Local and Regional Planning Strategies
- External Influences (Government, Regulatory, Competitive)
- Emerging Trends/Best Practice
- Community Perceptions Survey
- Performance Results



4 YEAR CORPORATE BUSINESS PLAN

Describes how the City will implement the vision.

Management and implementation:

- 1 Year Operational Plans
- Annual Budgets
- Performance Measurement Framework

DELIVERY OF SERVICES AND PROGRAMS

- Performance
- Measuring
- Reporting

The City of Mandurah follows the Integrated Planning and Reporting Framework (IPRF) set out by the Department of Local Government, Sport and Cultural Industries.

The objective of the approach is to create a process of continuous improvement in local government strategic planning.

In keeping with the requirements of the IPRF, the Strategic Community Plan 2013-2033 was adopted in April 2013. A desktop review was undertaken in June 2015, two years after adoption, followed by a major review in the 2016/17 financial year, which resulted in the Mandurah Strategic Community Plan 2017-2037. The City undertook its next major review of the Plan in 2018/19 to develop the current Strategic Community Plan 2020-2040.

The community's aspiration and vision, determine the City's direction and operations now and into the future. The recent review of the Plan included a renewed long-term visioning process, and extensive community engagement.

The 20 Year Strategic Community Plan is informed by a combination of community engagement priorities, Council's long-term vision and a range of informing strategies. It is also impacted by a range of external and internal strategies and plans, including those by the Federal and State Government.

Outcomes of the Strategic Community Plan will be incorporated into the City of Mandurah's Four-Year Corporate Business Plan. The Corporate Business Plan will outline specific detailed actions to be undertaken by the City, and will inform existing Council plans such as asset management plans, financial plans, workforce plans, annual budgets, land use and business plans.

Under IPRF requirements, the City will continue to undertake a major review of the 20 Year Strategic Community Plan every four years from its adoption which will include community engagement. The Corporate Business Plan will be reviewed annually.

Key Informing Plans

Long Term Financial Plan

The Long-Term Financial Plan identifies and forecasts the City's financial position over the next 10 years. The City aims to maintain, and where possible, improve service levels into the future, while maintaining a healthy financial position. The City strives for a sustainable future while imposing minimal burden on its community.

The Long-Term Financial Plan defines the City's financial capacity to deliver on the Corporate Business Plan and was endorsed by Council in March 2020.

Workforce Plan

The City of Mandurah Workforce Plan is "A continuous process of shaping the workforce to ensure that it is capable of delivering organisation objectives now and in the future" (Australian National Audit Office - Workforce Planning definition).

The City will address its changing capability needs through:

- Assessment of external and internal drivers of change;
- Identification and analysis of current workforce profiles, structure, systems, processes, capability & skills;
- Gap analysis of our current workforce against our future needs;
- Developing & implementing strategies to address identified gaps; and
- Growing agility to respond to rapid or unforeseen changes to business

The City's Workforce Plan is not a future projection of our labour budget or profile (Annual Business Plan & the Long-term Financial Plan defines this). The Plan defines the type of workforce we need for the future to deliver on the Corporate Business Plan.

Asset Management Plans

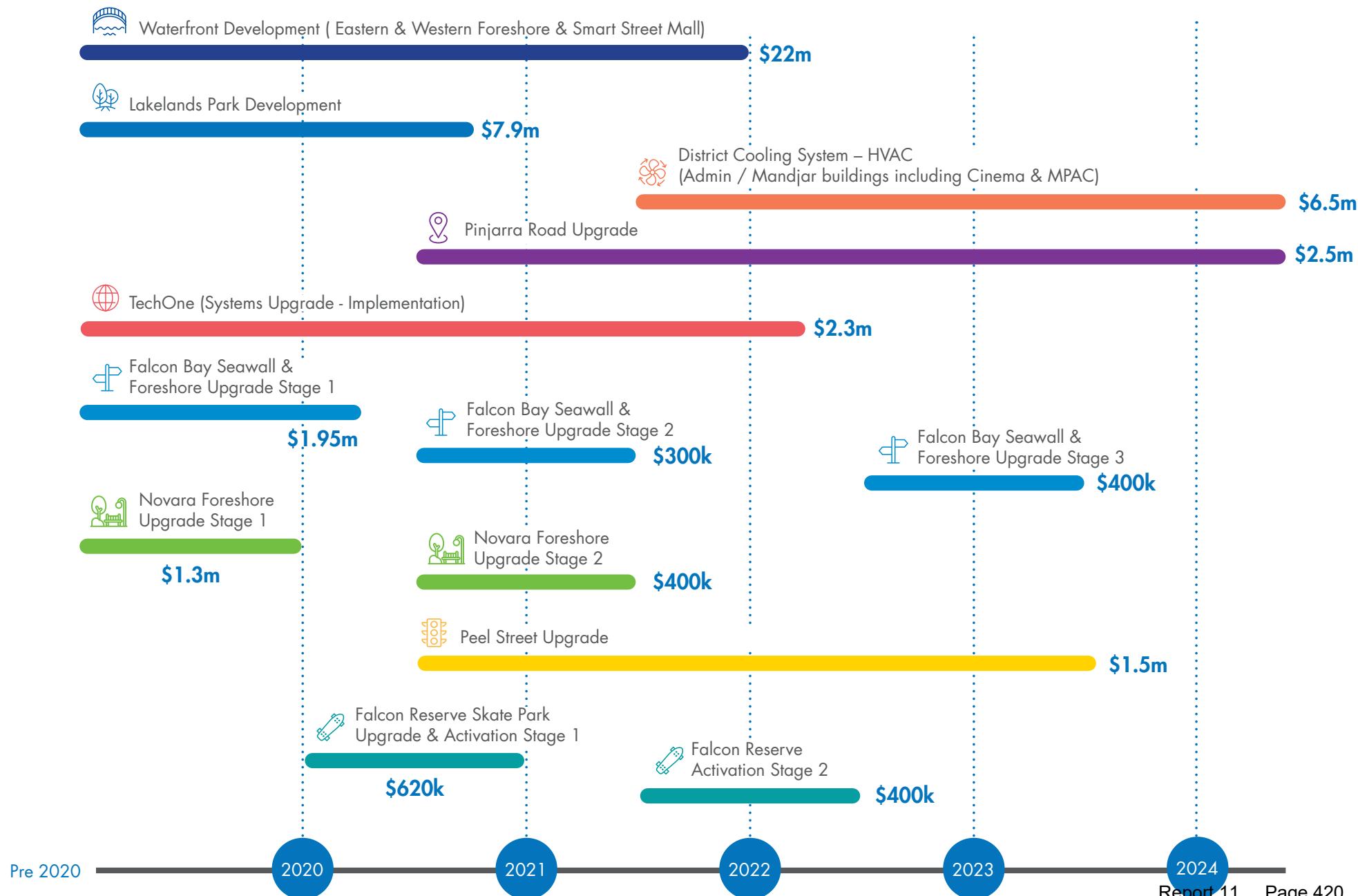
The City of Mandurah builds and manages a variety of infrastructure asset classes including Roads, Parks and Open Spaces, Buildings, Stormwater Drainage, Marine and Waterways, Paths, and Bridges.

The management of these community infrastructure assets in a sustainable and transparent approach is a key obligation of Council to the community.

The City currently has an overarching Asset Management Strategy, and Asset Management Plans for each of the asset categories.

These plans specify the life cycle requirements for the effective management, inspection and replacement of these asset categories whilst outlining the financial implications and standards that need to be adhered to.

Key Ongoing Projects





Focus Area 1: Economic

Objectives

- 1.1. Promote and foster business investment aimed at stimulating economic growth
- 1.2. Facilitate and advocate for sustainable local job creation and industry diversification
- 1.3. Actively partner and engage with business and industry to build Mandurah's entrepreneurial capacity and capability
- 1.4. Advocate for and facilitate opportunities for improved pathways to education and learning outcomes in Mandurah
- 1.5. Leverage partnerships with key stakeholders to achieve improved economic outcomes with due consideration to environmental impacts

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Support sustainable development of centres of excellence	1.5	New Capital		TBA	TBA	TBA	Economic Development
Seek to plan and expand Yalgorup National Park's nature-based tourism and recreation trails, activities, accommodation and attractions, in partnership with the Department of Biodiversity, Conservation and Attractions	1.5	New Capital		TBA	TBA		Economic Development
Plan and implement the Peel-Harvey Estuary Trails through a network of cycle, walking, running, mountain biking and paddle trails for tourism and recreation use	1.5	New Capital		TBA	TBA		Economic Development
Provide support for the delivery of the Trolls in Western Australia project	1.5	New Capital	250	20	20	20	Festivals and Events
Complete the planning and design for the Transform Mandurah - City Centre Revitalisation Plan	1.2, 1.4, 1.1	New Operating	152				Economic Development
Regional Water initiative	1.1	New Operating	65				Economic Development

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Emerging Industries Attraction – facilitate growth and development of globally-emerging industries in Mandurah and Murray	1.1, 1.2, 1.3, 1.4, 1.5	New Operating		TBA	TBA	TBA	Economic Development
Continue to provide support to Visit Mandurah as the region's peak Tourism Organisation	1.1, 1.3	Business as Usual	1,122	1,139	1,164	1,190	Corporate Services
Implement the City of Mandurah Events Strategy	1.1	Business as Usual	✓	✓	✓	✓	Festivals & Events
Deliver the annual Crab Fest event	1.5	Business as Usual	420	420	420	420	Festivals & Events
Deliver the City of Mandurah's other key Major Events (Min. 3 events)	1.5	Business as Usual	397	397	397	397	Festivals & Events
Manage external Event Attraction Fund	1.5	Business as Usual	220	230	235	285	Festivals & Events
Support improved Educational and Training outcomes in Mandurah through scholarships, direct funding and advocacy, especially within vulnerable communities	1.2	Business as Usual	✓	✓	✓	✓	Community Development
Support Youth Employment Programmes and Partnerships with local education providers	1.5, 1.4	Business as Usual	✓	✓	✓	✓	Community Development
Continue with business and City lead Activation in the City Centre	1.1, 1.2, 1.3, 1.5	Business as Usual	✓	✓	✓	✓	Economic Development
Implement the Mandurah and Murray: A Shared Economic Future Strategy to facilitate tourism development and industry attraction	1.1, 1.2, 1.3, 1.4, 1.5	Business as Usual	✓	✓	✓	✓	Economic Development
Implement City Excelerate Programme to help Mandurah's growing small business sector to thrive using digital technology and enhanced online presence	1.3	Business as Usual	✓	✓	✓	✓	Economic Development

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Advocate for, facilitate and support small business development and entrepreneurial capacity building	1.3	Business as Usual	✓	✓	✓	✓	Economic Development
Building capability of local suppliers to engage in procurement opportunities	1.2, 1.3	Business as Usual	✓	✓	✓	✓	Governance Services
Implement traineeship and apprenticeship programme (Cityparks, Cityworks and Cityfleet)	0	Business as Usual	✓	✓	✓	✓	Engineering Services
Implementation of the City's Property Strategy	1.3	Business as Usual	✓	✓	✓	✓	Planning and Land Services



Focus Area 2: Social

Objectives

- 2.1. Facilitate safe neighbourhoods and lifestyles by influencing the built form through urban design
- 2.2. Promote a positive identity and image of Mandurah and the contributions of its youth
- 2.3. Facilitate opportunities that promote community led initiatives and build local capacity and capability
- 2.4. Promote and encourage community connectedness to create social interaction and a strong sense of security and belonging
- 2.5. Provide a range of social, recreational and cultural experiences for our residents and visitors to enjoy and take pride in
- 2.6. Advocate for and facilitate the provision of diverse and environmentally sustainable places and spaces for people to enjoy an inclusive and active lifestyle

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Plan for and deliver the Dawesville Community Centre	2.4, 2.5, 2.6	New Capital			500	3500	Planning Services, Community Development
Deliver and maintain an Enclosed Dog Park	2.5, 2.4	New Capital	200	30	30	30	Ranger Services
Deliver City Centre Christmas Decorations Activation	2.5	New Capital	200	200	200	200	Infrastructure Management
Deliver Major Public Artworks	2.5	New Capital	125	125	125	125	Arts and Culture
Peel Community Kitchen new fit out-relocation	2.3, 2.4, 2.5	New Capital	250				Community Development
Redevelop the Indigenous Gallery at the Mandurah Museum	2.4, 2.5	New Capital				150	Community Development
Refurbish Billy Dower Youth Centre	2.2	New Capital	0	50	150	50	Community Development
Deliver the Assertive Homelessness & Street Present Outreach Trial	2.3	New Operating	200	150			Community Development

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Implement a series of community archaeological digs, commencing with the 1830's military barracks	2.3, 2.4, 2.5	New Operating			25	25	Community Development
Provide for new youth leadership programmes to engage and empower youth	2.2	New Operating		20	20	20	Community Development
Provide Day Time Security Patrols	2.4	New Operating	80	80	80	80	Ranger Services
Prepare and provide for advocacy and funding with a focus on social housing and accommodation, family domestic violence, mental health, social isolation, youth unemployment, and delivery of community infrastructure	2.6	New within existing resources	✓	✓	✓	✓	Community Development
Activate the Falcon Family & Community Centre under new management model	2.3	New within existing resources	✓	✓	✓	✓	Community Development
Delivery of the Access & Inclusion Plan	2.4	New within existing resources	✓	✓	✓	✓	Community Development
Deliver the new place based community capacity building model	2.4	New within existing resources	✓	✓	✓	✓	Community Development
Facilitate community led seniors and intergenerational programmes	2.1, 2.5, 2.4	New within existing resources	✓	✓	✓	✓	Community Development
Expand library services to include initiatives such as human library, seed library, expanded home library service and corporate library	2.5	New within existing resources	✓	✓	✓	✓	Community Development
Develop a framework to progress Mandurah as a Cultural City	2.2, 2.3, 2.4, 2.5, 2.6	New within existing resources	✓	✓	✓	✓	Arts & Culture

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Review and update the Mandurah Active Recreation Strategy and Social Infrastructure Plan	2.3, 2.5, 2.4, 2.6	New within existing resources	✓	✓	✓	✓	Planning Services, Recreation Services, Community Development
Develop and implement key Active Reserve Master Plans	2.5, 2.6	New within existing resources	✓	✓	✓	✓	Planning Services, Recreation Services, Community Development, Landscape Services, Engineering Services
Delivery of Beach Patrol Services - Contract Management	2.4, 2.5	Business as Usual	✓	✓	TBA	TBA	Recreation Services
Delivery of City of Mandurah Club Connect - Club Development Programme	2.3	Business as Usual	✓	✓	✓	✓	Recreation Services
Delivery of the City of Mandurah Sports Awards	2.2, 2.3	Business as Usual	✓	✓	✓	✓	Recreation Services
Facilitation of a community sector led action plan to support vulnerable communities: Homelessness, Early Years, Multiculturalism, Family Domestic Violence	2.3	Business as Usual	✓	✓	✓	✓	Community Development
Developing Partnerships, Projects, Opportunities and Leadership in reconciliation, via the City's shared community Stretch Reconciliation Action Plan	2.4	Business as Usual	✓	✓	✓	✓	Community Development
Increase Youth access to information on services and opportunities through grants, job skills and networks, and access to education and training	2.2	Business as Usual	✓	✓	✓	✓	Community Development
Support and provide scholarships and other award programs to benefit the community	2.4	Business as Usual	✓	✓	✓	✓	Community Development

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Manage the City of Mandurah's Hired Community Facilities (including Halls & Pavilions, Parks & Reserves, Beach & Foreshores & Outdoor Sports Facilities) - Usage and Stakeholder Management	2.6	Business as Usual	✓	✓	✓	✓	Community Development, Recreation Services, Land Management
Deliver community focused library-based programs including Early Years literacy promotion; summer reading scheme, better beginnings, local history education and readers & writers festival	2.4, 2.5	Business as Usual	✓	✓	✓	✓	Community Development
Manage the City's CCTV system, integrated with WA Police	2.1	Business as Usual	✓	✓	✓	✓	Community Development
City Centre Safety Summit actions and advocacy: Strategies to reduce antisocial behaviour in the City Centre through improving rates of homelessness, mental health and substance misuse	2.1	Business as Usual	✓	✓	✓	✓	Community Development
Partner with Arts community groups and organisations to deliver artistic initiatives in Mandurah	2.2, 2.3, 2.4, 2.5, 2.6	Business as Usual	✓	✓	✓	✓	Arts & Culture
Deliver Wearable Art and the Mandurah Arts Festival	2.5, 2.3	Business as Usual	✓	✓	✓	✓	Arts & Culture
Continue to deliver programmes at Contemporary Art Spaces Mandurah	2.3, 2.5	Business as Usual	✓	✓	✓	✓	Arts & Culture
Implement Design WA and other urban design best practice in development approvals and in the design and maintenance of new and renewed streets, community facilities, recreation and foreshore areas and marine infrastructure	2.1	Business as Usual	✓	✓	✓	✓	Planning Services, Engineering Services, Marina & Waterways
Maintain Mandurah Ocean Marina (MOM) and MOM Chalet Park	2.5	Business as Usual	✓	✓	✓	✓	Marina & Waterways

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Coordinate local Emergency Management including legislative compliance and emergency volunteer	2.3	Business as Usual	✓	✓	✓	✓	Emergency Management
Ensure transport infrastructure and public open space programmes incorporate Crime Prevention Through Environmental Design (CPTED) principles	2.1	Business as Usual	✓	✓	✓	✓	Technical Services, Operations Services, Community Development



Focus Area 3: Health

Objectives

- 3.1. Facilitate and partner with key service providers including State and Federal Government to ensure health outcomes are aligned with community needs and expectations
- 3.2. Advocate for and facilitate the provision of a technologically advanced, quality health care system in Mandurah
- 3.3. Provide and facilitate quality infrastructure that is accessible, and conducive to a healthy, active community
- 3.4. Provide quality health and wellbeing programmes and services that target whole of life health from infants to seniors
- 3.5. Promote the importance of a healthy, active lifestyle and the role the natural environment plays in preventative health, within our community

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Administer the Community Sport and Recreation Facility Fund Programme (small grants)	3.3	New Capital	150	150	150	150	Recreation Services
Deliver the Bortolo Reserve shared use parking and fire track facility	3.3	New Capital	385				Engineering Services
Undertake external upgrade works to the Falcon Family Centre	3.3	New Capital		50			Engineering Services
Undertake design for the proposed new Lakelands Youth Park	3.3	New Capital				50	Planning Services
Design and construct MARC Aquatic outside playground	3.3	New Capital			150		Recreation Centres, Landscape Services
Develop and implement a Public Open Space upgrade programme	3.3	New Capital	9,385	3,000	3,200	1,000	Technical Services, Operations Services
Develop and implement a new path programme	3.3	New Capital	600	600	600	1,000	Technical Services, Operations Services

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Upgrades to the Pump track in Madora Bay	3.3	New Capital		35			Technical Services, Operations Services
Public Health Plan Implementation	3.5	New Operating	140	140	140		Health Services
Activate places and spaces for seniors that builds on a Community led Village Hub principle that promotes healthy, positive and active ageing	3.3, 3.4	New within existing resources	✓	✓	✓	✓	Community Development
Develop and implement a Public Open Space renewal program	3.3	Business as Usual	1,122	1,099	1,175	1,130	Technical Services, Operations Services
Develop and implement a shared path renewal program	3.3	Business as Usual	108	106	113	109	Technical Services, Operations Services
Plan, develop and facilitate the delivery of core Recreation Centre programmes and services	3.3, 3.5, 3.4, 3.1	Business as Usual	✓	✓	✓	✓	Recreation Centres
Activate places and spaces for youth, partnering, delivering and facilitating youth capacity building programs, events & social spaces that foster a sense of belonging and connection	3.3	Business as Usual	✓	✓	✓	✓	Community Development
Support increased access to health for youth: Youth Alcohol Campaign & annual forum	3.5	Business as Usual	✓	✓	✓	✓	Community Development
Facilitate and host environmental volunteering opportunities for communities to participate in health initiatives	3.5	Business as Usual	✓	✓	✓	✓	Environmental Services
Provide food safety management	3.1	Business as Usual	✓	✓	✓	✓	Health Services
Provide public buildings and event assessments	3.1	Business as Usual	✓	✓	✓	✓	Health Services
Undertake recreational water monitoring	3.1	Business as Usual	✓	✓	✓	✓	Health Services

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Deliver the City's mosquito management programme	3.1	Business as Usual	✓	✓	✓	✓	Health Services
Implement trails, cycle plan and recreation master plans	3.3	Business as Usual	✓	✓	✓	✓	Planning and Land Services
Plan, deliver and maintain shared path (transport) infrastructure and active and passive recreation facilities within public open spaces (including sports fields, turf areas, playgrounds, exercise equipment, BMX tracks).	3.3	Business as Usual	✓	✓	✓	✓	Planning Services, Operations Services, Technical Services
Develop and maintain an Integrated Transport Strategy and underpinning Transport Plans	3.3	Business as Usual	✓	✓	✓	✓	Technical Services, Planning Services
Ensure waterways are safe, healthy and accessible	3.3	Business as Usual	✓	✓	✓	✓	Marina and Waterways



Focus Area 4: Environment

Objectives

- 4.1. Advocate for and partner with all levels of Government and other agencies to ensure environmental impacts are considered in all strategy development and decision making
- 4.2. Protect and manage our local natural environment and ensure that our actions to manage land-based assets don't adversely impact our waterways
- 4.3. Create opportunities for our community to celebrate and preserve our local natural environment
- 4.4. Educate our community on global environmental sustainability issues and demonstrate leadership in the field
- 4.5. Partner and engage with our community to deliver environmental sustainability outcomes

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Deliver a District Cooling System (HVAC) for the Admin/Mandjar (Including Cinema & MPAC buildings)	4.1	New Capital		2500	2000	2000	Infrastructure Management
Implementation of Water Sensitive Urban Design (WSUD) Prioritisation Plan	4.5	New Capital		TBA	TBA	TBA	Technical Services
Coastal Protection Plan (CHRMAP) implementation	4.4, 4.5, 4.2	New Operating	TBA	TBA	TBA	TBA	Marina and Waterways
Implementation of the City's Urban Canopy Strategy	4.2, 4.5	New within existing resources	TBA	TBA	TBA	TBA	Environmental Services Planning Services, Works and Services
Create avenues for youth to connect with nature and be involved in conservation	4.3	New within existing resources	✓	✓	✓	✓	Community Development
Review and support the Significant Tree Register	4.2	New within existing resources	✓	✓	✓	✓	Planning Services, Environmental Services
Develop, implement and review the City's Waste Management Plan	4.5	New within existing resources	✓	✓	✓	✓	Waste Management

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Manage household and community waste collection services including weekly waste collections, fortnightly recycling, verge collections, public bin collections, illegal dumping and dead animal collections	4.2	Business as Usual	✓	✓	✓	✓	Waste Management
Operate the Waste Management Centre and Tims Thicket Waste facility	4.2	Business as Usual	✓	✓	✓	✓	Waste Management
Continue the Peron-Naturaliste Partnership	4.1	Business as Usual	✓	✓	✓	✓	Environmental Services
Plan for the ongoing mitigation of carbon emissions	4.2	Business as Usual	✓	✓	✓	✓	Environmental Services
Deliver environmental education programmes and research partnerships	4.2	Business as Usual	✓	✓	✓	✓	Environmental Services
Develop and implement Bushland Management Plans for priority nature reserves	4.2	Business as Usual	✓	✓	✓	✓	Environmental Services
Ensure the City has appropriate approvals (e.g. clearing permits and licences) for all works undertaken	4.2	Business as Usual	✓	✓	✓	✓	Environmental Services
Ensure sustainable water use by the City and community	4.2, 4.4, 4.5	Business as Usual	✓	✓	✓	✓	Environmental Services
Continue to manage the City's coastal zone and waterways environment	4.1, 4.5	Business as Usual	✓	✓	✓	✓	Marina and Waterways
Undertake high level scientific and strategic investigations to provide the foundation for improved waterways and coastal zone management decision making into the future	4.4, 4.2	Business as Usual	✓	✓	✓	✓	Marina and Waterways
Implement transport plans for community to safely negotiate through areas of environmental significance i.e. opening these areas up to tourists	4.2, 4.3	Business as Usual	TBA	TBA	TBA	TBA	Technical Services, Planning Services and Economic Development



Focus Area 5: Organisational Excellence

Objectives

- 5.1. Demonstrate regional leadership and advocate for the needs of our community
- 5.2. Listen to and engage with our community in the decision-making process
- 5.3. Build and retain a skilled, agile, motivated and healthy workforce
- 5.4. Ensure the City has the capacity and capability to deliver quality services and facilities through accountable and transparent business practices, governance, risk and financial management
- 5.5. Ensure that our actions maintain a sustainable balance between economic growth, the environment and social values.

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Plan, fund and deliver the City's New Operations Centre	5.4	New Capital			1,000	4,000	Operations Services, Infrastructure Management, Financial Services, Land Management
Implementation of the City's Solar Plan	5.5	New Capital	60		120		Environmental Services
Deliver Administration Centre front counter enhancements	5.3	New Capital	70				Customer Services
Pinjarra Road Upgrade	5.4	New Capital	1,000	500	500	500	Technical Services, Operations Services
Peel Street Upgrade	5.4	New Capital	500	500	500		Technical Services, Operations Services
Implementation of the City's new Enterprise Resource Planning system - Technology 1	5.4	New Operating	799	943			Technology & Systems & Projects
Undertake the Solar Farm feasibility study	5.5	New Operating		50			Environmental Services
Implementation of the new Organisational Brand	5.1, 5.2, 5.3	New Operating	30	15			Corporate Communications

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Implement the City's Digital Asset Management System	5.4, 5.2	New Operating	15	15	15	15	Corporate Communications
Provide for improved internal communications	5.3	New Operating	8	8	8	8	Corporate Communications
Expand the City's Customer Satisfaction Survey	5.2	New Operating	10	10	10	10	Corporate Communications
Provide for professional programmes focusing on leadership pathways	5.3	New Operating	TBA				Human Resources & Organisational Development
Undertake biennial Consumer Research to measure event relevance to improve service delivery and increase out of region visitation	5.4	New Operating		15		15	Festivals & Events
Undertake an Economic Impact Assessment of Crab Fest to measure outcomes, impact on local and region economy/visitation (Return on Investment)	5.4	New Operating		25		25	Festivals & Events
Implement the internal audit function, Strategic Internal Audit Plan 2020/21 – 2022/23 and Operational Internal Audit Plan 2020/2021	5.4	New within existing resources	✓	✓	✓	✓	Governance Services
Develop and deliver the City's governance training program for employees	5.4	New within existing resources	✓	✓	✓	✓	Governance Services
Undertake a business unit review of the Information Management Function	5.4	New within existing resources		✓	✓		Information Management
Undertake a review of the City's physical delivery methods and drive digital delivery of communications	5.4	New within existing resources	✓				Customer Services & Information Management
Coordinate the City's Youth Advisory Group	5.2	New within existing resources	✓	✓	✓	✓	Community Development

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Drive Innovation through the expansion of Internet of Things (IoT) technology	5.4	New within existing resources	50	50	50	50	Technology & Systems & Projects
Undertake a review of the 20-Year Strategic Community Plan to ensure it effectively delivers on the community's needs	5.2, 5.4, 5.5	Business as Usual		20		50	Strategy
Undertake a biennial Community Perceptions Survey as a measure of the City's performance	5.2, 5.4	Business as Usual		15		15	Strategy
Develop and review the 4-Year Corporate Business Plan	5.4	Business as Usual	✓	✓	✓	✓	Strategy
Report on achievements outlined in the 20-Year Strategic Community Plan and 4-Year Corporate Business Plan	5.4	Business as Usual	✓	✓	✓	✓	Strategy
Ensure compliant storage, retrieval, disposal and scanning/preservation of CoM records	5.4	Business as Usual	✓	✓	✓	✓	Information Management
Review, develop and implement the City's Record Keeping Plan	5.4	Business as Usual	✓	✓	✓	✓	Information Management
Manage Freedom of Information (FOI) processes and reporting	5.4	Business as Usual	✓	✓	✓	✓	Information Management
Review, develop and implement the City's Customer Services Strategy	5.4	Business as Usual	✓	✓	✓	✓	Customer Services
Provide Administration Services for Mandurah Cemeteries	5.4	Business as Usual	✓	✓	✓	✓	Customer Services & Information Management
Deliver the City's Community Engagement Strategy	5.2, 5.3	Business as Usual	✓	✓	✓	✓	Corporate Communications
Develop and deliver a Strategic Corporate Communications Plan including Internal Communications	5.2, 5.1, 5.3	Business as Usual	✓	✓	✓	✓	Corporate Communications

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Undertake website upgrade and content creation	5.2	Business as Usual		✓	✓	✓	Corporate Communications
Continue to implement the City's Workforce Plan 2018-2022	5.3, 5.2	Business as Usual	✓	✓			Human Resources & Organisational Development
Continue to implement the City's Aboriginal Traineeship programme	5.3	Business as Usual	✓	✓	✓	✓	Human Resources & Organisational Development
Facilitate positive and constructive culture and values within the organisation	5.1, 5.4	Business as Usual	✓	✓	✓	✓	Human Resources & Organisational Development
Review future skill requirements and resources required to maintain specific work areas increasing in size	5.4	Business as Usual	✓	✓	✓	✓	Human Resources & Organisational Development
Coordinate Peel Region Youth Services Network (PRYS) Steering group	5.1	Business as Usual	✓	✓	✓	✓	Community Development
Undertake bush fire mitigation initiatives	5.5, 5.4	Business as Usual	✓	✓	✓	✓	Emergency Management
Provide animal control/management	5.5, 5.4	Business as Usual	✓	✓	✓	✓	Ranger Services
Undertake swimming pool barrier inspections	5.5, 5.4	Business as Usual	✓	✓	✓	✓	Building Services
Provide building approval services	5.5, 5.4	Business as Usual	✓	✓	✓	✓	Building Services
Implement the Local Planning Strategy Actions and ensure the City's land use planning framework responds and adapts to evolving urban environments and regional initiatives	5.1, 5.2, 5.4, 5.5	Business as Usual	✓	✓	✓	✓	Planning Services
Undertake assessment of Development Applications, Subdivision and Structure Plan proposals	5.4	Business as Usual	✓	✓	✓	✓	Planning Services

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Manage Leases and Licences	5.4	Business as Usual	✓	✓	✓	✓	Land Management
Undertake Land Sales and Acquisition	5.4	Business as Usual	✓	✓	✓	✓	Land Management
Manage and maintain the City's facilities (including building and structures), public area lighting and security systems	5.4	Business as Usual	✓	✓	✓	✓	Infrastructure Management
Plan, Design and Deliver the City's Capital Infrastructure projects	5.4	Business as Usual	✓	✓	✓	✓	Planning Services, Recreation Services and Infrastructure Management
Maintain and empower the Asset Management Working Group to decentralise Asset Management practices	5.4	Business as Usual	✓	✓	✓	✓	Technical Services
Develop and maintain 5-10 year capital renewal plans for civil assets	5.4	Business as Usual	✓	✓	✓	✓	Technical Services
Advocate, manage, maintain and support technology and technological solutions for Council operations (Cybersecurity)	5.4	Business as Usual	✓	✓	✓	✓	Technology & Systems & Projects
Undertake Long Term Financial Planning	5.4	Business as Usual	✓	✓	✓	✓	Financial Services
Provide financial accounting services (Accounts payable, accounts receivable, insurance, loans, investments, GST/ BAS, FBT, banking management, corporate credit cards)	5.4	Business as Usual	✓	✓	✓	✓	Financial Services
Provide management accounting services (Budgeting, financial analysis, long term financial planning, capital planning, business cases, financial systems, projects)	5.4	Business as Usual	✓	✓	✓	✓	Financial Services

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Rates function (preparation of rate notices, pensioner management, street numbering, debtor management, property enquiries, new properties)	5.4	Business as Usual	✓	✓	✓	✓	Financial Services
Provide financial reporting (Annual financial statements, monthly financial management reporting, budget review)	5.4	Business as Usual	✓	✓	✓	✓	Financial Services
Analyse and assess the City's financial performance	5.4	Business as Usual	✓	✓	✓	✓	Financial Services
Develop, coordinate and deliver policies in accordance with the Council Policy Plan 2020/21 and CEO Policy Plan 2020/21	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Review and implement Delegations and Authorisations	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Review and develop Local Laws	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Develop a Governance Framework for Employees and Elected Members	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Undertake a review and develop a new Code of Conduct for employees, and Elected Members and Committees	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Implementation of a Risk Management Framework	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Continue to implement the City's Procurement Improvement Programme	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Develop and implement a Procurement Education Strategy	5.4	Business as Usual	✓	✓	✓	✓	Governance Services
Develop and implement processes for procurements over \$50,000	5.4	Business as Usual	✓	✓	✓	✓	Governance Services

Project/Action	Objective	Funding Type	\$'000				Responsibility
			20/21	21/22	22/23	23/24	
Maintain existing transport infrastructure and regional public open spaces to provide appropriate commercial transport networks and tourism infrastructure	5.4	Business as Usual	✓	✓	✓	✓	Technical Services, Operations Services
Manage and maintain the City's parks and natural areas	5.4	Business as Usual	✓	✓	✓	✓	Technical Services, Operations Services
Manage and maintain the City's road, drainage and other civil infrastructure	5.4	Business as Usual	✓	✓	✓	✓	Technical Services, Operations Services



Risk Management

The City recognises that as a public authority, it is exposed to a broad range of risks which, if not properly managed, could adversely impact on the organisation. In response, the City has implemented a risk management framework to identify and address areas of potential risk to the City. The system adopted is consistent with the International Standard ISO 31000:2018 risk management guidelines.

A range of activities have been implemented to embed risk management principles into the organisation, including risk management awareness training for all staff, utilisation of the Risk Register, and improving the quality of risk management plans for major events, projects and grant funding submissions.

Regular updates are provided to Council on the City's risk management and occupational health and safety performance.





Measuring Success



The City's Performance Reporting Framework will see all measures of success set out in the Strategic Community Plan, and programmes/ projects and performance measures generated from the Corporate Business Plan presented to Council and the community in multiple forms.

Strategically important actions and Strategic Community Plan Measures of Success will be reported to Council on a quarterly basis and will be published on the Mandurah Matters Website and promoted through a range of other mediums, as a means of reporting back to our community. The City will also continue to report performance via its Annual Report.

Review



The Corporate Business Plan is reviewed annually in line with the City's annual budgeting process.



