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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:

The President, Cr Girando, welcomed those present and opened the meeting at 3.00 pm.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE/DECLARATION OF INTEREST:

Councillor M J Girando
Councillor A K Williams
Councillor M R Bothe
Councillor G George
Councillor D B McTaggart
Councillor D A Rackemann
Councillor J K Waite

President
Deputy President

Mr M J Hook
Mr P D Gillis
Mr D R Hadden
Ms S Donohue

Chief Executive Officer
Manager Works and Services
Manager Regulatory Services
Minutes Clerk

Apologies

Councillor B J McDonald

Visitors

Mrs Linda Thompson

Declarations of Interest

Councillor/Officer	Item	Interest	Nature
Cr McTaggart	10.1.7	Financial	Shareholder in company that owns the lease
Cr McTaggart	10.1.8	Financial	Owner of the lease

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:

Nil.

4. PUBLIC QUESTION TIME:

Nil.

5. APPLICATIONS FOR LEAVE OF ABSENCE:

1. Cr McDonald requested Leave of Absence from 16 July 2008 to 19 July 2008.
2. Cr Waite requested Leave of Absence from 10 August 2008 to 19 August 2008.
3. Cr Rackemann requested Leave of Absence from 5 August 2008 to 10 August 2008.
4. Cr McTaggart from 8 August to 18 August

RESOLUTION: 2008-096**Moved:** Cr Williams**Seconded:** Cr Bothe*That Council grant :*

1. Cr McDonald Leave of Absence from 16 July 2008 to 19 July 2008;
2. Cr Waite Leave of Absence from 10 August 2008 to 19 August 2008;
3. Cr McTaggart Leave of Absence from 8 to 18 and
4. Cr Rackemann Leave of Absence from 5 August 2008 to 10 August 2008.

CARRIED 7/0**6. PETITIONS/DEPUTATIONS/PRESENTATIONS:**

Nil.

7. CONFIRMATION OF MINUTES:

7.1	ORDINARY MEETING HELD WEDNESDAY 18 JUNE 2008 AT THE LEEMAN ADMINISTRATION CENTRE, LEEMAN
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AUTHOR

Mark Hook

DISCLOSURE OF INTEREST

Nil

DATE OF REPORT

3 July 2008

COMMENT:

Nil

OFFICER RECOMMENDATION:

That the Minutes of the Ordinary Meeting held on Wednesday 18 June 2008 at the Leeman Administration Centre, Leeman be confirmed.

RESOLUTION: 2008-097**Moved:** Cr Waite**Seconded:** Cr George

That the Minutes of the Ordinary Meeting held on Wednesday 18 June 2008 at the Leeman Administration Centre, Leeman be confirmed.

CARRIED 7/0

7.2 SPECIAL MEETING HELD WEDNESDAY 18 JUNE 2008 AT THE LEEMAN ADMINISTRATION CENTRE, LEEMAN

AUTHOR

Mark Hook

DISCLOSURE OF INTEREST

Nil

DATE OF REPORT

3 July 2008

COMMENT:

Nil

OFFICER RECOMMENDATION:

That the Minutes of the Special Meeting held on Wednesday 18 June 2008 at the Leeman Administration Centre, Leeman be confirmed.

RESOLUTION: 2008-098**Moved:** Cr Williams**Seconded:** Cr Bothe

That the Minutes of the Special Meeting held on Wednesday 18 June 2008 at the Leeman Administration Centre, Leeman.

CARRIED 7/0**8. ANNOUNCEMENTS BY THE PERSON PRESIDING
WITHOUT DISCUSSION:**

At any meeting Council the person presiding may announce or raise any matter of interest or relevance to the business of Council or propose a change to the order of business.

Members may move that a change in order of business proposed by the person presiding not be accepted and if carried the change does not take place.

Nil.

9. MATTERS FOR WHICH MEETING MAY BE CLOSED:

For the convenience of members of the public Council may identify, by decision, early in the meeting any matter on the agenda to be discussed behind closed doors and that matter is to be deferred for consideration as the last item of the meeting.

Items for which the meeting will be closed include:

13.1 Manager Finance and Administration/Deputy CEO

10. REPORTS:**10.1 CHIEF EXECUTIVE OFFICER:****10.1.1 CENTRAL COAST SMALL BUSINESS CENTRE**

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
FILE	B10 Business Enterprise Central Coast (BEC)

SUMMARY:

The Small Business Centre Central Coastal (SBCCC) is seeking financial support of \$3,000 in the 2008/09 Budget to assist in covering operating costs that continue to increase.

BACKGROUND:

The Shire of Coorow has contributed to the Small Business Enterprise Centre in the past but it has only been \$2,000. Below is a table of contributions made by Council.

CREDITOR S68 - SMALL BUSINESS CENTRE CENTRAL COASTAL

Date	Ref	Amount	Description	Post Yr
17/08/2007	17469	-2,200.00	SBC CENTRAL COASTAL FUNDING SUPPORT	07/08
08/11/2006	16901	-2,200.00	CONTRIB TO SBCCC 06/07	06/07

COMMENT:

During the period 1 July 2007 to April 2008 the SBCCC has provided support to clients in the area in the form of client visits and training and it should be supported. A provision of \$3,000 has been made in the 2008/09 Budget Estimates for the continued support to the Small Business Centre Central Coastal.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Continued services to businesses in the Shire of Coorow.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Allocation of \$3,000 in 2008/09 Budget.

PUBLIC CONSULTATION:

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION:

That Council provide funding of \$3,000 to the Central Coast Small Business Enterprise Centre for 2008/09 financial year.

RESOLUTION: 2008-099

Moved: Cr Girando

Seconded: Cr Waite

That Council withdraw funding to the Central Coast Small Business Enterprise Centre for 2008/09 financial year.

CARRIED 7/0

Council's resolution differed from the Officers Recommendation as funding was withdrawn from the SBCCC during the budget process.

10.1.2 COOROW TELECENTRE NEW YEARS EVE CABARET - DONATION

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 July 2008
FILE	T13 Telecentres/D3 Donations

SUMMARY:

The Coorow Telecentre has written to Council requesting a donation of \$1,500 towards a New Years Eve Community Cabaret.

BACKGROUND:

The Coorow Telecentre has forwarded a written request to Council for a donation of \$1,500 towards a Community Cabaret in Coorow. The Coorow Telecentre is planning a New Years Eve Cabaret with the hope of celebrating a positive year. The \$1,500 donation will be used in the assistance of acquiring a band and help to keep the ticket prices down.

COMMENT:

The Coorow Telecentre hosted the Blue Moon Cabaret in May 2008 which appeared to be successful. The holding of a Cabaret on New Years Eve should create an opportunity for the community to come together in a relaxed atmosphere.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Contribution of \$1,500 from the 2008/09 Donations Budget.

PUBLIC CONSULTATION:

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION:

That Council donate \$1,500 to the Coorow Telecentre towards the costs of holding a Cabaret on News Year Eve.

RESOLUTION: 2008-100

Moved: Cr George

Seconded: Cr Williams

That Council not donate \$1,500 to the Coorow Telecentre towards the costs of holding a Cabaret on News Year Eve.

CARRIED 6/1

Council's resolution differed from the Officers Recommendation due to budgetary constraints.

10.1.3 WALGA COMPULSORY VOTING IN LOCAL GOVERNMENT ELECTIONS

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 July 2008
ATTACHMENT	10.1.3a Discussion Paper Compulsory Voting in Local Government Elections 10.1.3b WALGA Survey – Compulsory Voting in LG Elections
FILE	E2.9 Elections General

SUMMARY:

WALGA is requesting that Council respond to the Compulsory Voting in Local Government Elections Survey.

BACKGROUND:

WALGA has prepared the attached discussion paper on Compulsory Voting in Local Government Elections. The Discussion Paper is included at Attachment 10.1.3a for Councillor's Information.

COMMENT:

To facilitate the consideration of compulsory voting WALGA has produced the attached discussion paper which examines the following themes.

- Current Electoral arrangements and the situation in other States of Australia
- The possibility of Optional Preferential voting being introduced
- Arguments in favour of compulsory voting: and,
- Practical considerations

WALGA is seeking responses from Local Government and once they have received the responses they will prepare and Agenda item to the Zone for consideration during September prior to a final position being reached at the October State Council meeting.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT

Simple Majority.

OFFICER RECOMMENDATION:

That Council forward the survey filled out as per the following:

1. Does Council support the principle of compulsory voting in Local Government elections – all other things being equal?

No

2. Does Council support the introduction of compulsory voting in Local Government elections under current electoral arrangements

No

3. If Council supports the introduction of compulsory voting under current electoral arrangements, what changes to the electoral arrangements would see Council withdraw their support.

Council does not support compulsory voting.

4. Would Council support the introduction of optional preferential voting in Local Government elections as an alternative to proportional preferential voting?

No

RESOLUTION: **2008-101**

Moved: Cr Bothe

Seconded: Cr McTaggart

That Council forward the survey filled out as per the following:

1. *Does Council support the principle of compulsory voting in Local Government elections – all other things being equal?*
No
2. *Does Council support the introduction of compulsory voting in Local Government elections under current electoral arrangements?*
No
3. *If Council supports the introduction of compulsory voting under current electoral arrangements, what changes to the electoral arrangements would see Council withdraw their support.*
Council does not support compulsory voting.
4. *Would Council support the introduction of optional preferential voting in Local Government elections as an alternative to proportional preferential voting?*
No

CARRIED 6/1



W A L G A

Compulsory Voting in Local Government Elections

Discussion Paper

Tim Lane
Policy Officer
Governance

WALGA

June 2008

I Background

Following the 2007 Local Government elections and the recent changes to the electoral provisions in the *Local Government Act 1995* and associated regulations, the electoral system to elect Councils in Western Australia has come into focus once again.

There was an increased level of interest in the 2007 Local Government elections from within the Local Government sector. This interest stemmed from the 2006 Local Government Advisory Board report - *Local Government Structural and Electoral Reform in WA: Ensuring the sustainability of communities* - and was sparked by the introduction of *preferential voting* and *proportional preferential voting (PPV)* for the 2007 Local Government elections. In its report, the Local Government Advisory Board recommended that the first-past-the-post (FPTP) system of voting be retained as the introduction of PPV could see party politics, factions among candidates and other *forms of overt politicking* become prevalent at the local level.¹ Feedback received by WALGA also indicated overwhelming Local Government support for the retention of FPTP.

The Local Government industry campaigned against the introduction of PPV on the basis that its introduction could see more overt politicking than previously occurred under first-past-the-post. Despite the strong industry preference for first-past-the-post, PPV was introduced for the 2007 Local Government elections for multi-member vacancies and full preferential voting was used in single-member vacancies where there were more than two candidates.

There is some anecdotal evidence from the 2007 Local Government elections that organised groups became involved in some areas. There were also reports following the elections that 'dummy candidates' were run and tickets, factions and alliances were formed among candidates. This sort of activity can be damaging to Councils, and if left unchecked, could begin to undermine the intention of the *Local Government Act 1995*, "...to provide for the good government of persons in its district."²

It is against this backdrop that the issue of compulsory voting for Local Government elections needs to be considered. Under the previous first-past-the-post system, WALGA's position was that voluntary voting- should be maintained. Now that Local Government elections have moved to preferential and proportional preferential voting, State Council has requested the issue of compulsory voting to be considered again. This is particularly pertinent as the Australian Labor Party (ALP) have

¹ Local Government Advisory Board, *Local Government Structural and Electoral Reform in WA: Ensuring the future sustainability of communities*, 2006, p166

² *Local Government Act 1995*, (WA) s 3.1 (1)

Discussion Paper Compulsory Voting in Local Government Elections

documented a commitment to compulsory voting in Local Government elections in their 2007 Platform.³

In considering compulsory voting, this discussion paper distinguishes *practical issues* from the *principle of* compulsory voting. This is because it may be possible to support the principle of compulsory voting while having concerns regarding its practical implementation.

The principle of compulsory voting as an electoral mechanism, including the situation in other states, optional preferential voting as an alternative electoral system and arguments for and against compulsory voting, are discussed in Sections II to V. Practical considerations are examined in Section VI. The application of compulsory voting, which ties together the two themes, is taken up in Section VII.

3 Australian Labor Party WA Branch, *Platform*, 2007, p143

Discussion Paper Compulsory Voting in Local Government Elections

II Current Arrangements & Other States

The electoral system that operates in Western Australian Local Government elections is currently full preferential voting for single member vacancies and proportional preferential voting for multi-member vacancies. It is important to consider compulsory voting in conjunction with the electoral system in place. The possibility for optional preferential voting to be introduced as an alternative to firstpast-the-post and proportional preferential voting is discussed in Section III.

Compulsory voting is rare across the developed world but forms a key plank of Australian democracy, where *it is widely used and generally accepted*.⁴ *Voting in Western Australian Local Government elections, by comparison, has always been voluntary. Western Australia joins South Australia and Tasmania as the only states without some form of compulsion to vote in Local Government elections*.⁵

As a consequence, the participation rates in Local Government elections in these states is much lower than the participation rates in states where voting in Local Government elections is compulsory and for compulsory state and federal elections. Political scientists argue that compulsory voting is the *only* institutional mechanism *that can achieve turnout rates above 90 percent*.⁶ *The state-wide average turnout for the 2007 Western Australian Local Government elections was 33.8 percent!*

Participation rates are not uniform across all Local Governments and are generally higher *outside* metropolitan Perth.⁸ For all Councils, participation *rates are generally higher where postal voting is used, rather than in-person voting*.⁹ *Participation rates also vary dramatically depending on local issues and local candidates.*

In Western Australia, residents, as well as non-resident property owners, are entitled to vote. If a property is owned by a corporation, the corporation is able to delegate voting entitlements to two people. This means non-resident property owners may have the opportunity to vote in multiple ward or Local Government elections. In Victoria and New South Wales it is compulsory for residents to vote but voting is voluntary *for non-resident property owners*.¹⁰ Whether *property owners* should be compelled to vote is discussed with other practical considerations in Section VI.

Bennett, S., *Compulsory Voting in Australian National Elections*, Parliamentary Library, Parliament of Australia, 2005

⁵ Wagstaff, M., *Independent Review of Local Government Elections, South Australia: Interim Report*, South Australian Government and Local Government Association of South Australia, 2007, p46, available from [v~rvvw.localgovt.sa.gov.au/electionsreview](http://www.localgovt.sa.gov.au/electionsreview)

⁶ Lijphart, A., 'Compulsory voting is the best way to keep democracy strong', in *Points of View*, eds R. DiClerico & A. Hammock, McGraw-Hill, New York, 2001

⁷ Department of Local Government and Regional Development, Update, Issue 64, December 2007, available from www.dlgrd.wa.gov.au

⁸ *Ibid.*

⁹ Western Australian Electoral Commission, *Local Government Election Report 2005*, 2005 pp30-32, available from www.waec.wa.gov.au/download/LocalGovElectionReport2005.pdf ; Wagstaff, *Op. cit.*, 2007, p46

III Optional Preferential Voting

This section discusses the possibility of optional preferential voting being introduced to Western Australian Local Government elections. This is worth exploring since some form of optional preferential voting is used in Local Government elections in all *other states except South Australia*.¹¹ Further, *the Australian Labor Party have indicated a commitment to a combination of optional preferential voting and proportional representation in their 2007 platform*.¹²

Optional preferential voting is similar to the current system of full preferential voting but allows the voter more choice in casting a formal vote. The elector is able to mark the ballot in the following ways:

1. Allocate a single first preference only
2. Allocate a partial distribution of preferences
3. *Allocate a full distribution of preferences (as is currently required)*¹³

In multi-member vacancies, voters can be required to allocate at least as many preferences as there are vacancies.¹⁴ *This is sometimes referred to as limited optional preferential voting or partial preferential voting.*

The main argument in support of optional preferential voting is that it allows voters the opportunity to vote for candidates they support without being forced to allocate preferences to candidates they do not support or do not know. Optional preferential voting also allows voters greater choice than full preferential voting, means fewer votes are wasted than would be using first-past-the-post and reduces the incidence of informal ballots *due to accidental misnumbering*.¹⁵

Some argue against optional preferential voting on the basis that it can become a *de facto* first-past-the-post system if sufficient voters only indicate a first preference.¹⁶

Voluntary Voting - Compulsory Preferences

Another argument in support of optional preferential voting is it would remove what could *be seen as an anomaly of the current system: that allocating preferences is compulsory whereas voting itself is voluntary.*

11 Wagstaff, Op. cit., 2007, p46,

12 Australian Labor Party WA Branch, Op. cit., p143

13 State Electoral Office South Australia, *Report on Optional Preferential Voting 2003-2004*, 2004, p2

14 Bennett, S. & Lundie, R., *Australian Electoral Systems*, Parliamentary Library, Parliament of Australia, 2007, pp10-12

¹⁶ Ibid., p20

⁴⁶ Orr, G., *Australian Electoral Systems: How well do they serve political equality?* Report No. 2, Law Faculty, Griffith University, Brisbane, 2004, p20

Election analyst, Antony Green explains the requirement to allocate preferences to unknown or unwanted candidates in a submission regarding the 2004 Federal Election. He argues that compulsory preferences are the third compulsion in Australian Federal Elections as voters are compelled to do the following in order to cast a valid vote:

1. Enrol to vote
2. Attend a polling place to cast a vote
3. Complete the ballot by numbering all boxes in order - (by allocating preferences)¹⁷

In contrast, in Local Government elections in Western Australia, voters are generally enrolled *to vote (1)*, voters then *have the option to vote (2)*, but *must then* complete the ballot by allocating a full set of preferences (3) to cast a valid vote.

Antony Green describes the requirement to successfully allocate preferences:

*"Voters either carefully transcribe how-to-vote material on to the ballot paper, or are forced to randomly allocate preferences to unknown and unwanted candidates just so their ballot paper can pass the formality requirements and register a vote for the candidates they do want."*¹⁸

In comparison to Federal elections, the problem of allocating preferences in Western Australian Local Government elections can be even more pronounced where any number of the candidates may be unknown to voters.

Since optional preferential voting is used in most other jurisdictions in Australia and forms part of the Australian Labor Party's platform, this mechanism could become a feature of future Local Government electoral reform in Western Australia.

It is important to consider the current electoral arrangements as well as the possibility of further Local Government electoral reform when considering compulsory voting.

¹⁷ Green, A., *The Conduct of the 2004 Commonwealth Election*, Submission to the Joint Standing Committee on Electoral Matters, Parliament of Australia, 2005

¹⁸ *Ibid.*, p9

IV Arguments in Favour of Compulsory Voting

Arguments in favour of compulsory voting typically focus on the following:

- Increased participation
 - Consideration of the full electorate
 - Improved legitimacy
 - Consistency with other spheres of government

Increased Participation

Since 2003, participation in Western Australian Local Government elections has hovered around 35 percent.¹⁹ *if voting in Local Government elections were compulsory, the participation rate would increase significantly.* With compulsory voting, the Queensland Local Government elections held in March 2004 achieved a participation rate of 90 percent.²⁰

Proponents of compulsory voting argue that democracy suffers when participation rates are low. If only a small proportion of the community votes and a candidate requires 50 percent plus one of votes to be elected, then candidates can be elected with a relatively small proportion of the electorate's support. This provides opportunities for single issue candidates with a narrow support base to be elected to Council. If voting were compulsory, it is argued that candidates would need to appeal to a broader section of the community to be elected.

A common counter argument to compulsory voting is that compelling the electorate to vote will not necessarily engage voters with the political process. Voters may cast uninformed votes merely to avoid paying a fine. This claim is based on a 'chicken or the egg' argument. Does an interest in politics and political decisions lead to a desire to vote -- or does voting lead to an interest in politics and political decisions? It is likely that the answer is a mixture of both.

Followers of the Council and the Council's decisions are very likely to vote at Local Government elections. For others though, being compelled to vote is likely to raise an awareness of the Council prior to an upcoming election and is likely to increase interest in the performance of the Council following an election. An elector - *who voted* - is justified in asking, "What are the people I voted for doing for me and my community?" This argument is often countered with the claim that a low participation rate may indicate ambivalence, which could be taken as implicit support for the *direction and decisions of the Council*.²¹

¹⁹ S Department of Local Government and Regional Development, Op. cit.

²⁰ Russell, B., *Voter Obligation and Voter Turnout*, Discussion paper for the Local Government Association of South Australia, 2004, p5, available from www.lga.sa.gov.au/

²¹ Louth, J. & Hill, L. "Compulsory voting in Australia: Turnout with and without It", in *Australian Review of Public Affairs*, Vol. 6, No. 1, 2005, p34

Another claim often made in favour of compulsory voting is that electors (those that *vote*) are not necessarily representative of the electorate (those that are *eligible to vote*). For instance, older residents are typically more likely to vote in voluntary Local Government elections than younger members of the community.²²

This can lead to a narrow reflection of the community's needs and interests. Compulsory voting is claimed to take into consideration views from the entire electorate, rather than a narrow range of views from those who vote, or are most likely to vote.²³ Proponents of compulsory voting claim that the community will be better represented if the full electorate votes to elect the Council. Further, once elected, Councillors will be accountable to the full electorate rather than a potentially unrepresentative segment of the electorate.

Improved Legitimacy

Another argument in favour of compulsory voting is that the Council's legitimacy will be increased in virtue of receiving the support of the majority of the entire electorate.²⁴ When making decisions, the Council will have the confidence that they have been elected by the majority of the community and may be able to use their improved legitimacy --- or 'mandate' - to disarm opponents. Further, the community will be more aware of their civic obligation to keep the Council accountable for their decisions at subsequent elections.

Consistency with Other Spheres of Government

Another argument in favour of compulsory voting is that Local Government should seek consistency with other spheres of government. Voting is compulsory in State and Federal elections but remains voluntary in Local Government elections.

The Local Government sector continually argues for similar recognition and treatment as other spheres of government and compulsory voting would be another step in this direction. The State Government partly justified the switch from first-past-the-post to proportional preferential voting for the 2007 Local Government elections on the basis that the electoral system should be consistent across the three spheres of government. This consistency does not currently extend to compulsory voting.

²² Western Australian Electoral Commission, *Op. cit.*, pp25-26,

²³ Joint Standing Committee on Electoral Matters, *The 2004 Federal Election: Report of the inquiry into the conduct of the 2004 Federal Election and matters relating thereto*, Parliament of Australia, 2005, p189

²⁴ Bennett, *Op. cit.*, 0 0

V Arguments against Compulsory Voting

Arguments against compulsory voting typically focus on the following:

- Lack of community support for compulsory voting

- The democratic right not to vote
- Uninformed and informal votes
- Cost and enforcement of non-voters

Lack of Community Support for Compulsory Voting

One of the key arguments against the introduction of compulsory voting at Local Government elections is the perceived lack of community support for such a measure. There is widespread community-support for compulsory voting in Federal elections *but it is unclear whether this support transcends to the local level,* ²⁵

A review of South Australian Local Government elections (which have similar electoral provisions to Western Australia) has recently been completed by the South Australian Government and the Local Government Association of South Australia. As part of the review, the issue, of compulsory voting in Local Government elections was considered and a clear majority (66 percent) of respondents indicated *opposition to the introduction of compulsory voting.*²⁶

It is likely that there would be initial community opposition to the introduction of compulsory voting in Local Government elections in Western Australia. However, this opposition may subside as voters become accustomed to voting in Local Government elections as is currently the case for State and Federal elections.

The Democratic Right Not to Vote

A more philosophical argument against compulsory voting is that it is undemocratic to compel people to vote; that forcing people to participate in the political process *infringes their liberty to abstain.*²⁷ Put another way, *citizens have the right to participate in the political process how they see fit, including the right not to participate.*

A related argument, unique to Local Government, is that residents do not need to vote to be involved in the affairs of the Council. This is contrasted with State and Federal elections where voting is often the only political involvement that citizens are

²⁵ Bennett, S., Op. cit., p22

²⁶ Wagstaff, M., *Independent Review of Local Government Elections, South Australia: Final Report*, South Australian Government and Local Government Association of South Australia, 2008, p28, available from www.localgovt.sa.gov.au/electionsreview

²⁷ Russell, Op. cit., p9

afforded. Residents can be involved in the governance of the community by attending Council meetings and asking questions, making a submission or becoming a member of a committee. These opportunities are uncommon at the State and Federal level. The unique nature of Local Government may render compulsory voting unnecessary, as opting not to vote does not prevent participation in the governance and decisions of the district.

The objection to compulsory voting based on the right not to vote and the unique nature of Local Government must be balanced with the potential practical benefits of compulsory voting, including increased community participation.

Uninformed or Informal Votes

A common-argument in favour of maintaining a system of voluntary voting is the notion that compelling the electorate to vote does not necessarily generate interest in the political process. That is, that some voters would cast uninformed (or donkey) votes.

This argument relates to the issue of increased participation (discussed in Section IV). It is true that uninformed or informal votes may have an impact on the election, particularly if some voters become hostile to the Council as a result of being compelled to vote. However, proponents of compulsory voting argue that there is a much greater bias under a voluntary voting system where 60 percent of the community does not have their say.²⁸

Cost and Enforcement of Non-Voters

Another objection to compulsory voting in Local Government elections is the potential for elections to cost more for Local Governments to hold. Associated with this is the cost connected with pursuing non-voters. Proponents of compulsory voting may respond that cost should not prohibit achieving the best democratic outcome for the district. This issue is discussed further in Section VI.

²⁸ Evans, T., *Compulsory Voting in Australia*, Australian Electoral Commission, 2006, available from www.aec.gov.au/pdf/voting/compulsory_voting.pdf

VI Practical Considerations

This paper has so far dealt with the principle of compulsory voting. This section discusses some practical issues that would need to be overcome if compulsory voting were to be introduced to Local Government elections in Western Australia.

It is important, when considering the issue of compulsory voting, that the principle of compulsory voting is considered in isolation of practical matters. The question could be asked:

With all things being equal, do I support the principle of compulsory voting in Western Australian Local Government elections?

Cost and Enforcement of Non-Voters

An argument commonly used to argue against compulsory voting is that the cost of holding an election will increase as there will be an increase in voters. Further, there may be an associated cost to pursue non-voters.

If voting were to be compulsory, an appropriate enforcement regime would need to be introduced. In other states, failure to vote tends to result in a letter seeking an explanation *which may* be followed by a small *fine* of around \$50,²⁹

The issue of which agency should pursue non-voters would also need to be addressed: In Western Australia, this could be the Western Australian Electoral Commission, individual Local Governments or some other body. Further, if the fines paid did not match the cost of administering the collection of fines, which agency should receive the revenue or fund the shortfall?

When discussing the cost of holding larger elections, the debate in Western Australia has historically focussed on the terms of Councillors. If Elected Members' terms expired concurrently, instead of half of the Council every two years as is currently the case, the frequency of elections could be halved which would partly or completely offset the cost of **larger** elections.

Terms.

The issue of the timing of Councillors' terms needs to be considered in the context of the compulsory voting debate. In Western Australia, Councillors serve four year terms and each standard Local Government election (every two years) is to elect

²⁹ Russell, Op. cit., p5

Discussion Paper Compulsory Voting in Local Government Elections

half of the Council. This is similar to the Australian Senate, where Senators serve six year terms and half of the senate is elected every three years.

If compulsory voting in Local Government elections were to be introduced, the frequency of elections would need to be considered. Would it be reasonable to compel the electorate to vote every two years to elect half of the Council or should all positions on Council be voted on every four years? Voters may suffer 'election fatigue' if required to vote in Local Government elections every two years as well as Federal elections every three years and State elections every four years.

Supporters of the current half Council elections argue that the Council is more stable if at least half of the Council continues after each election.

Detractors to the current arrangements argue that the entire Council should be held accountable at the same-time.

The Property Franchise and Compulsion

Another issue with compulsory voting is whether property owners should be compelled to vote. In Victoria and New South Wales, only residents are required to *vote* while voting for property owners remains voluntary.³⁰ If compulsory voting were introduced in Western Australian Local Government elections, it would be sensible for voting for property owners to remain voluntary. This is because a voter may otherwise be required to vote in a large number of elections across many Local Governments.

Compulsion and Postal Voting

Some in the Local Government sector are cautious about embracing compulsory voting on the basis of its compatibility with postal voting. In Victoria there have been no compatibility issues between postal voting and compulsion in terms of the *administration of elections and enforcement of non-voters* following an election.³¹ In fact, experience from Victoria has illustrated that postal voting provides a clear link between the voter and the electoral authority and allows the obligation to vote, and the consequences *for not voting*, to be clearly communicated.³²

There may be difficulties in Western Australia due to the hybrid model, where Local Governments can choose between postal and in-person elections. This could create difficulties in administering the election and enforcing voting following the election from a state-wide perspective. However, it is likely that these difficulties could be overcome.

³⁰ Wagstaff, *Op. cit.*, p46 ³¹ Russell, *Op. cit.*, p4 ³² Ibid., p4

VII Conclusion

This discussion paper has discussed the principles of compulsory voting including arguments for and against its introduction along with some practical issues that would need to be addressed if compulsory voting were to be introduced. This paper has made reference to the current Local Government electoral arrangements in Western Australia and electoral arrangements in other states. The paper has also examined the anomaly of voluntary voting with compulsory preferences going to unknown or unwanted candidates and discussed the possibility of optional preferential voting being introduced.

The major arguments in support of compulsory voting are:

- Increased participation
- Consideration of the full electorate
 - Improved legitimacy
- Consistency with other spheres of government

The main arguments against compulsory voting are:

- Lack of community support for compulsory voting
- The democratic right not to vote
- Uninformed and informal votes
- Cost and enforcement of non-voters

The arguments for and against compulsory voting can guide a position on whether compulsory voting for Local Government elections is supported in principle. From there, the following practical issues will need to be addressed for compulsory voting to be introduced:

- Cost of holding larger elections
- System of enforcement for non-voters
- Administration and cost of enforcement
- Terms of Elected Members
- Whether compulsion should be applied to property owners
- Compatibility of compulsion and postal voting

The issues above can be overcome but must be addressed before compulsory voting can be successfully introduced to Western Australian Local Government elections.

This paper is intended to assist in the discussion of compulsory voting in Western Australian Local Government elections. It is not intended to pre-empt a particular point of view in any way

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INFOPAGE



The following survey questions can be used to respond to WALGA on the issues of compulsory voting in Local Government elections. Please provide **responses** to WALGA **by 25 July 2008** via email to tlane@cr-walga.asn.au or fax (Attention Tim Lane) to **9322 2611**.

The following survey questions have been constructed with the attached discussion paper in mind. It is important to review the discussion paper prior to addressing the following questions.

1. Does Council support the principle of compulsory voting in Local Government elections -- all other things being equal?

Yes No

Why I Why not? Any other comment?

Does Council support the introduction of compulsory voting in Local Government elections under *current electoral* arrangements?

Yes No

Why I Why not? Any other comment?

3. If Council supports the introduction of compulsory voting under current electoral arrangements, what changes to the electoral arrangements would see Council withdraw their support?

4. Would Council support the introduction of *optional preferential voting* in Local Government elections as an alternative to proportional preferential voting?

Yes No

Why /Why not? Any other comment?

Local Government House 15 Altona Street

West Perth WA 6005 Po Box 1544

West Perth WA 6872 . Facsimile (08) 9322 2611 Telephone (08) 9321 5055 Email info@walga.asn.au Website www.walga.asn.au

For Further information please contact

Tim Lane, Governance Policy Officer

9 2 1 3 2 0 2 9 or tiane@cr-walga.asn.au

The Voice of Local Government

10.1.4 PLAN FOR THE FUTURE 2008/2013

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
ATTACHMENTS	10.1.4 Separate attachment –Plan for the Future 2008/2013
FILE	P8.06 Plan for the Future

SUMMARY:

Council's Plan for the Future 2008/2013 is submitted for consideration and adoption.

BACKGROUND:

At the June 2008 Ordinary Meeting of Council the Draft Plan for the Future 2008/2013 was held over to this meeting to enable the Chief Executive Officer to check on the submission provided by the Green Head Community Association.

The Plan for the Future 2008/2013 was advertised for public comment with the closing of public comment being on Wednesday 28 May 2008. A summary of the submissions received is included in the table below:

Name	Activity	Comment
Cr Belinda McDonald	Town directional signage in all towns needs renewing.	Signage is an operational item and thus not considered to be included as a specific item in the Plan for the Future
Cr Belinda McDonald	Entry Statements for all three towns	Council decided at the May Council Meeting to approve designs for Leeman and Green Head entry statements and put these out for public comment. Coorow will be given the opportunity to go thru this process and Council will then consider any proposal's received. When full costings are obtained and it is decided what Council's contribution will be entry statements will be then included in a future plan?
Cr Belinda McDonald	The inclusion of Drainage Stage 2 for Green Head	This could not be fitted into the plan due to lack of funds. Kerbing and drainage work has been included in the road works 5 year plan.
Cr Belinda McDonald	Plan for Drainage in Leeman.	This could not be fitted into the plan due to lack of funds. Kerbing and drainage work has been

Name	Activity	Comment
		included in the road works 5 year plan
Cr Belinda McDonald	Green Head Community Centre disable toilets have been on the agenda for many years.	This was already included in the plan in 2012/2013.
Cr Belinda McDonald	Lot 601 Ocean View Drive Green Head needs to be developed into a park with the cash in lieu funds received for this purpose.	Has now been included in the plan for 2009/2010
Cr Belinda McDonald	Replace rusted toilet at Billy Goat Bay	Has now been included in the plan for 2011/2012
Cr Belinda McDonald	Beautify the Station Area in Coorow. Brian Jack did have some plans for this area.	Works have already been carried out this financial year and will continue to be carried out under parks and gardens maintenance. Brian Jack did not produce plans for this area, it was for Maley Park.
Cr Belinda McDonald	Gravel the track into Cockleshell Gully Caves.	Council does not have any room in its 5 year road program to include this activity as other roads have been given a higher priority.
Cr Belinda McDonald	Don't forget the Coastal Cemetery	\$3,000 has been included in the 2008/09 Draft Budget for plans to be drawn up. Once planning has been completed council may wish to include this activity in a future plan.
Michele Flanders	Gazebo for Leeman War Memorial	Not included in the plan.
Barbara Smallwood	Council should consider a recycling program in Coorow.	Council will move to limited recycling in Coorow when the transfer station is operational.
Coorow Heritage Group	Construction of Entry Statements for Coorow	Council decided at the May Council Meeting to approve designs for Leeman and Green Head entry statements and put these out for public comment. Coorow will be given the opportunity to go through this process and Council will then consider any proposals. When full costings are obtained and it is decided what Council's contribution will be, entry statements will then be included in a future plans.

Name	Activity	Comment
Coorow Heritage Group	Public Toilets built at the Railway Reserve, Coorow opposite the Coorow Roadhouse	With toilets available at the Coorow Roadhouse this may not be the best site for public toilets. This activity has not been included in the plan due to lack of funds.
Coorow Heritage Group	Maley Park Community Centre upgrade to roof, kitchen and ladies toilets.	While this project is required no formal planning has taken place, This activity has not been included in the plan due to lack of funds.
Linda Thompson	Fiscal Implications of Purchasing a CEO'S residence in Leeman or Green Head	<p>This project has been included in the plan and financed 100% through loan funds over 20 years which will have a minor impact on Council's operating expenses. The Shire of Coorow resolved the following at the 2008 April Council Meeting:</p> <p>That:</p> <ol style="list-style-type: none"> 1. Council form a working group to produce a discussion paper including economic and social impact assessments and timelines on the proposal to move the Shire of Coorow Administration and Staff to the coast; and 2. the working group be made up of the Chief Executive Officer, Manager Finance and Administration, Manager Works and Services, Shire President, Deputy President and Cr Rackemann, with Cr Bothe as Proxy and is to report directly to Council, with the first report presented at the June 2008 Meeting of Council.

Name	Activity	Comment
Linda Thompson	Fiscal Implications of upgrading the Leeman Administration Centre	<p>The \$600,000 included in this plan to upgrade the Leeman Administration Centre is only an indicative cost and will need to have further planning and costings carried out before being implemented into the 2009/10 budget.</p> <p>The Shire of Coorow resolved the following at the 2008 April Council Meeting:</p> <p>That:</p> <ol style="list-style-type: none"> 1. Council form a working group to produce a discussion paper including economic and social impact assessments and timelines on the proposal to move the Shire of Coorow Administration and Staff to the coast; and 2. the working group be made up of the Chief Executive Officer, Manager Finance and Administration, Manager Works and Services, Shire President, Deputy President and Cr Rackemann, with Cr Bothe as Proxy and is to report directly to Council, with the first report presented at the June 2008 Meeting of Council.
Leeman Progress Assoc	Leeman Aged Persons Accommodation planned for 2009/2010 commence in 2008/2009.	This activity cannot be brought forward due to the timing of the grant application process (2008/09) and then if successful with the grant the tendering process will only allow for construction to start at the very earliest in 2009/10 and most likely not be completed until 2010/2011.
Leeman Progress Assoc	Upgrade of Leeman Recreation Centre be brought to 2009/10	Council would need to swap this activity with a similar costed activity to be brought forward 1 year.

Name	Activity	Comment
Leeman Progress Assoc	Construction of the Dee Street Boat Ramp be brought forward to 2009/10	This activity cannot be brought forward due to the timing of the grant application process (2008/09) and then if successful with the grant the tendering process will only allow for construction to start at the very earliest late 2009/10 and most likely not be completed until 2010/2011.
Green Head Community Association	Cliff Park – Power and Reticulation	Has been included in 2008/09
Green Head Community Association	Shelter at Dynamite Bay	Requires more planning and has not been included in the Plan for the future
Green Head Community Association	Trees in Car Park	Not included in the Plan for the Future
Green Head Community Association	Plan for future Construction of Kerbing	Has been included within Council Budget structure
Green Head Community Association	John Street Upgrade	Advised the area they are looking at is not a designated road reserve and is not John Street. No action taken.
Green Head Community Association	Public Toilets Boat Ramp/Cliff Park South end near block 601	Due to financial Constraints no allocation for Public Toilets has been made.
Green Head Community Association	Public Access to South Bay	Part of an Agenda report to Council.
Green Head Community Association	Develop plan for North Bay	Council has appointed the Shire of Chapman Valley for Planning advice and they will be asked to look at this issue.
Green Head Community Association	Lighting onto Lakes Road	Council has requested this as part of the development condition for Stage Three and has not been include in the Plan for the Future.

COMMENT:

The Officer's Recommendation takes into account changes in new Council activities, Federal Government policy, subsequent Council decisions, expected Council financial position at the close of 2008/2009 and changes in pricing and expectations not available in April when the Draft Plan for the Future of the District 2008/2013 was released. Minor typographical errors have also been corrected.

The submission made by the Green Head Community Association has been taken into consideration and has been added to the previous table along with the other previous submissions received.

A table outlining all amendments made to the Draft Plan for the Future 2008/2013 is listed below.

No.	Activity	Amendment	Comment
1	Activity – 8 Parks and Gardens Upgrades Develop Public Open Space, Lot 601 Green Head	Include activity - Develop Public Open Space, Lot 601 Green Head in 2009/010 financed from the Green Head POS Reserve.	An activity that was overlooked in the draft document. This is a project that Council can complete utilising Developers Contributions where cash-in-lieu of providing public open space in future residential developments.
2	Activity – 8 Parks and Gardens. Replace Billy Goat Toilet.	Include activity in 2011/12	This toilet facility will require replacing.

STATUTORY ENVIRONMENT:

Local Government Act 1995

5.56. Planning for the future

- (1) A local government is to plan for the future of the district.
- (2) A local government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.

Local Government (Administration) Regulations 1996

19C. planning for the future s. 5.56

- (1) In this regulation and regulation 19D – “plan for the future” means a plan made under section 5.56.
- (2) A local government is to make a plan for the future of its district in respect of the period specified in the plan (being at least 2 financial years).
- (3) A plan for the future of a district is to set out the broad objectives of the local government for the period specified in the plan.
- (4) A local government is to review its current plan for the future of its district every 2 years and may modify the plan; including extending the period the plan is made in respect of.
- (5) A council is to consider a plan, or modifications, submitted to it and is to determine* whether or not to adopt the plan, or the modifications, as is relevant.
*Absolute majority required.
- (6) If a plan, or modified plan, is adopted by the council then the plan or modified plan is to apply to the district for the period of time specified in the plan.
- (7) A local government is to ensure that the electors and ratepayers of its district are consulted during the development of a plan for the future of the district, and when preparing any modifications of a plan.
- (8) A plan for the future of a district is to contain a description of the involvement by the electors and ratepayers in the development of the plan, and any modifications of the plan.

- (9) A local government is to ensure that a plan for the future made in accordance with this regulation applies in respect of each financial year after the financial year ending 30 June 2006.

Local Government (Administration) Regulations 1996

19D. Notice of plan to be given

- (1) After a plan for the future, or modifications to a plan, are adopted under regulation 19C the local government is to give local public notice in accordance with subsection (2).
- (2) The local public notice is to contain -
- (a) notification that -
 - (i) a plan for the future of the district has been adopted by the council and is to apply to the district for the period specified in the plan; and
 - (ii) details of where and when the plan may be inspected;
 - or
 - (b) where a plan for the future of the district has been modified -
 - (i) notification that the modifications to the plan have been adopted by the council and the plan as modified is to apply to the district for a the period specified in the plan; and
 - (ii) details of where and when the modified plan may be inspected.

FINANCIAL AND STRATEGIC IMPLICATIONS:

Although intent to commit funds in future years is indicated by adopting a Plan for the Future of the District, the expenditure for activities must be authorised with adoption of Council's Annual Budget each respective year.

POLICY IMPLICATIONS:

Nil.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That the Plan for the Future of the District 2008/2013 be adopted as included at Attachment 10.1.4 under separate cover.

RESOLUTION: 2008-102

Moved: Cr Waite

Seconded: Cr Rackemann

That the Plan for the Future of the District 2008/2013 be adopted as included at Attachment 10.1.4 under separate cover with amendments to reflect changes made in Council's 2008/09 Budget.

CARRIED 7/0

10.1.5 WA SEAT BELT LEGISLATION

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	July 2008
ATTACHMENT	10.1.5 WALGA Fax Back Sheet
FILE	W8 WALGA

SUMMARY:

WALGA is requesting Council to complete and return the Fax-Back WALGA form to ascertain the views of Local Government by Friday 25th July to align the WA Seat Belt Legislation with the other Australian States.

BACKGROUND:

During 2006 the Australian Transport Council (ATC) approved the proposed amendments to Australian Road Rules 265 and 268, thereby placing an additional responsibility on the driver to ensure passengers 16 years of age or older are restrained. The WA Minister for Planning and Infrastructure voted against the amendment leaving the current WA seatbelt legislation, Section 237 of the Road Traffic Code 2000 allowing for more occupants than seatbelts fitted to travel in a vehicle, with the exception of a child under 12 months old. The Current WA Legislation is outlined below.

Section 237 of the Road traffic Code 2000 - Passenger to occupy position with seat belt

- (1) A person who is travelling upon a road as a passenger in a motor vehicle fitted with one or more seat belts shall not occupy a position which is not fitted with a seat belt unless every seat position with a seat belt fitted is occupied by another person.

Current seatbelt laws mean that once all the seatbelts fitted to a vehicle are in use, additional passengers can travel in the vehicle unrestrained.

Similarly to unrestrained children (less than 16 years of age), passengers 16 years older (adults) are equally at risk when in motor vehicles where no seatbelts are available for use. A further safety issue to be considered is that an unrestrained passenger in a motor vehicle under severe unexpected braking conditions or in a crash transposes into a missile in the vehicle's cabin, potentially resulting in a catastrophe that could otherwise have been avoided. The proposed change will prohibit the carriage of unrestrained adult passengers, when all available restraints are in use.

COMMENT:

The current WA seat belt legislation allows for more occupants than seatbelts fitted to travel in a vehicle, with the exception of a child under 12 months old.

During 2006 the Australian Transport Council (ATC) approved the proposed amendments to Australian Road Rules 265 and 268; thereby placing an additional responsibility on the drivers to ensure passengers over 16 years of age or older are restrained.

The WA Minister for Planning & Infrastructure voted against the proposed amendments because of concerns that disadvantaged people could not afford to buy a new motor vehicle if they had a large number of passengers to carry. This applied equally to people with large families and indigenous communities where the availability of appropriate vehicles might be an issue.

The Kimberley Zone has approached WALGA asking the Association to lobby the Minister for Planning and Infrastructure, to align the WA Seat Belt Legislation with the other Australian States.

The Office of Road Safety (ORS) has always stated that the next step is for the Office of Road Safety to re-raise the issue with the Minister for Planning and Infrastructure.

The Kimberley Country Zone has raised significant concerns regarding the current seatbelt legislation, expressing the desire for the WA seatbelt legislation to be amended and the "*Analysis of Road Safety in the Kimberley*", produced by the Office of Road Safety (ORS) can be shown as a strong case study to review the current legislation, and pinpoint the essential key road safety benefits. The intent of this research was to provide an overview of road safety in the Kimberley, opposed to the State of WA, organised within the safer systems framework of safer roads, safer vehicles, safer travel speeds and safer driver behaviour.

In 2006 the Ministers concerns that disadvantaged people couldn't afford to buy a new car were accurate and it is possible that the recommendations to amend the legislation will have unintended consequences for some groups, particularly Aboriginal people living in remote areas who are particularly likely to travel in overcrowding vehicles. Overcrowding vehicles were identified as a key issue in the "*Analysis of Road Safety in the Kimberley*". This study found that overloading vehicles and not using seat restraints were common behaviour in Indigenous groups.

In 2006, as well as adopting the recommendation to amend Australian Road Rules 265 and 268, other Australian States, (unlike WA) adopted the following recommended alternatives by way of amending the legislation;

- require the retrofitting of seatbelts to older vehicles (with an exemption for those where it is not possible); or
- provide a phase in period (e.g. 3 years) to enable owners of older vehicles to modify or update their vehicles.

Either of these options, while not achieving the maximum road safety benefit that the restraint of all passengers would provide, will be an improvement and could be possible options for Western Australia to consider in aligning WA seat belt legislation with other Australian States.

Costs involved for WA would be in:

- fitting restraints to older cars not fitted with restraints in all seating positions;

- providing additional or larger vehicle for some trips; and
- additional trips.

The cost of the alternatives proposed would depend on the extent to which people actually fitted extra seats, changed to larger vehicles, or organized extra trips, extra vehicles or car pooling.

Whilst the Office of Road Safety does not have a formal position it can be noted that the Office of Road Safety has always stated that the next step is to re-raise the issue with the Minister, pointing out that all other States/ Territories will be introducing/ have introduced this rule and that WA will be majorly out of step. A draft brief however has not yet been drafted.

A key provision of the WALGA Action Plan specifies that WALGA is responsible for providing political and community support and commitment by promoting the State Governments Strategy “Towards Zero” philosophy, and advocating for seat belts. Based on the evidence outlined in the observational study WALGA predicts that a proposed change to the legislation will have two key road safety benefits. First, a reduction in the number of unrestrained passengers killed or injured in motor vehicles crashes, and secondly, raising public awareness of the need for passengers to be correctly restrained.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

Road Traffic Code 2000

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT

Simple Majority.

OFFICER RECOMMENDATION:

That Council submit the following answers to WALGA relating to the WA Seatbelt Legislation:

Question 1:- Do you agree or disagree with aligning the WA Seat Belt Legislation with other Australian States?

Answer: Agree

Question 2:- If not, why?

Answer:

Question 3:- What Impact/ change would there be to your Shire/council/region? If any?

Answer: No impact to our Shire

RESOLUTION: 2008-103

Moved: Cr Waite

Seconded: Cr Williams

That Council submit the following answers to WALGA relating to the WA Seatbelt Legislation:

Question 1:- Do you agree or disagree with aligning the WA Seat Belt Legislation with other Australian States?

Answer: Agree

Question 2:- If not, why?

Answer:

Question 3:- What Impact/ change would there be to your Shire/council/region? If any?

Answer: Minimal impact on the Shire of Coorow

CARRIED 7/0

Attachment 10.1.5 – WALGA Fax Back

To:	Jenna Andrews, Policy Officer, Road Safety.	From:	
Organisation:	WALGA	Date:	
Fax No:	(08) 9321 8378	Pages:	
Reference:	05.009.01	Priority:	High (Due 25 th July 2008)
Subject:	WA Seat Belt Legislation		

CONTACT:

COUNCIL:

**FAX BACK TO WA LOCAL GOVERNMENT ASSOCIATION ON 9322
2611**

Distribute to: All CEO COUNCIL MEMBERS

WA SEAT BELT LEGISLATION

The Kimberley Zone has approached WALGA asking the Association to lobby the Minister for Planning and Infrastructure, in aligning the WA Seat Belt Legislation with other Australian States. The Transport Policy Team endorsed this recommendation on Wednesday June 4th 2008. The aim of this survey is to ascertain the views of Local Government to meet requirements under the WALGA Action Plan. ***The closing date for feedback is Friday 25th July 2008.***

Question 1:- Do you agree or disagree with aligning the WA Seat Belt Legislation with other Australian States?

Answer:

Question 2:- If not, why?

Answer:

Question 3:- What Impact/ change would there be to your Shire/council/region? If any?

Answer:

Conclusion

Any other comments you would like to make regarding the current WA Seat Belt Legislation?

THANK YOU FOR YOUR ASSISTANCE.

10.1.6 RANGER SERVICES AND VOLUNTEER BUSH FIRE BRIGADES

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	July 2008
ATTACHMENT	10.1.6 Final Draft MOU Multi Agency Fire Operations Operating Principles
FILE	W8 WALGA

SUMMARY:

Council is being requested to provide feedback to WALGA on the proposed MOU that will provide a framework for DEC and Local Government Volunteer Bush Fire Brigades to jointly undertake fire management activities in accordance with the Prevention, Preparedness, Response and Recovery principles of Emergency Management.

BACKGROUND:

WALGA has forwarded an Info Page outlining the Multi Agency Fire Operations Operating Principal Memorandum of Understanding (MOU). A copy of the MOU is provided at Attachment 10.1.6 for Councillor's Information.

During 2007/2008 Local Government volunteer bush fire brigades attended in excess of 5,800 reported fires and in many instances on land abutting land controlled by the Department of Environment and Conservation (DEC) who attend on average around 520 fires per year on its estate. Local Government Volunteer Bush Fire Brigades attend 25% of these fires either as an initial response or in assistance to DEC. The majority of fires attended by Local Government and DEC occur in the metropolitan, southwest, and south coastal regions of Western Australia.

In October 2007, councils in the South West raised the need to develop an overarching agreement with Department of Conservation and Environment for the management of bushfires on DEC controlled lands. WALGA established a working group of Local Government, DEC and the Volunteer Associations representatives to develop the draft MOU.

Why is there a need for an MOU?

In the past twelve months, WALGA has received much correspondence from its members regarding the perceived lack of cohesiveness with regard to bush fire incidents when conducted as a joint operation between Local Government and Department of Environment and Conservation. In some instances there have been reports of Incident Management Team conflict along with reports of poor management practices and occupational health and safety concerns. In the past, there have been a number of attempts by various Local Governments to institute MOU between their own brigades and DEC. The result has been an unworkable array of MOU's reflecting the requirements of the local area without thought being given to the requirements of Local Government brigades and DEC on a State-wide level.

What will this MOU deliver?

The MOU has been thoughtfully prepared by the working group with due care and diligence to ensure that it is aligned to West plan Bushfire and compliments the

Emergency Management Act 2005. The MOU will provide a framework for DEC and Local Government Volunteer Bush Fire Brigades (VBFB's) to jointly undertake fire management activities in accordance with the Prevention, Preparedness, Response and Recovery principles of Emergency Management, while ensuring the optimum health, safety and welfare of DEC personnel, Local Government personnel and members of Local Government Volunteer Bush Fire Brigades.

COMMENT:

Council is being requested to provide feedback to WALGA by Friday 8 August 2008. Council is also being encouraged to circulate the document widely through the volunteer brigade networks. Council's and the Volunteer Fire Brigades feedback will be consolidated by WALGA at a meeting of the working group which will be scheduled after the closing date for feedback. The final document incorporating the feedback will be put to the State Council meeting on 1 October 2008 for approval.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil..

PUBLIC CONSULTATION:

No consultation has taken place at this stage with the Local Volunteer Fire Brigades.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION:

That Council:

1. forward the Info Page and the Final Draft MOU to all the volunteer fire brigades with in the Shire of Coorow for comment; and
2. allow the CEO to incorporate the views received from the Volunteer fire brigades in its response to the WALGA Info Page by 8 August 2008.

RESOLUTION: **2008-104**

Moved: Cr Waite

Seconded: Cr McTaggart

That Council:

1. *forward the Info Page and the Final Draft MOU to all the volunteer fire brigades with in the Shire of Coorow for comment; and*
2. *allow the CEO to incorporate the views received from the Volunteer fire brigades in its response to the WALGA Info Page by 8 August 2008.*

CARRIED 7/0

MEMORANDUM OF UNDERSTANDING

Between

Local Government

And

Department of Environment and Conservation

And

**The Association of Volunteer Bush Fire Brigades
Association of W.A. (Inc)**

For

**Multi Agency Fire Operations
Operating Principles**

MEMORANDUM OF UNDERSTANDING (MOU)

FOR ALL MULTI-AGENCY BUSHFIRE MANAGEMENT OPERATIONS BETWEEN LOCAL GOVERNMENT IN WESTERN AUSTRALIA AND THE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (DEC)

3. SCOPE

This Memorandum of Understanding (MOU) covers those operations where Local Government Volunteer Bush Fire Brigades (VBFB) and the Department of Environment and Conservation (DEC) are jointly involved in fire management operations. This MOU is intended to complement the current MOU between DEC and Fire and Emergency Services Authority (FESA) (Multi Agency Fire Operations). This MOU will not detract from the statutory obligations placed on any signatory to this MOU.

It is the intent of this MOU for a partnership between Local Government, WALGA and DEC to provide seamless and effective prevention, preparedness, response and recovery fire services to the Western Australian Community. Our partnership will be characterised by cooperation, collaboration and goodwill.

Our activities will be conducted with respect for each organisations systems of work, culture and values and will support our operations being carried out in an effective, efficient, safe and integrated manner.

The primary objectives of the partnership will be the protection of life, property and the environment, and as a priority, service delivery during fire operations and planning will always maximise the safety, health and welfare of emergency services workers and the protection of vulnerable members of the community.

2. Purpose

2.1 To ensure the most effective and efficient application of the State's resources to the management of bushfires and their impacts on the community of Western Australia, human life, critical infrastructure and community assets and conservation and environmental values.

2.2 To provide a framework for DEC and Local Government Volunteer Bush Fire

Brigades (VBFB's) to jointly undertake fire management activities in accordance with the Prevention, Preparedness, Response and Recovery principles of Emergency Management.

2.3 To ensure the optimum health, safety and welfare of DEC personnel, Local Government personnel and members of Local Government Volunteer Bush Fire Brigades.

2.4 The parties agree to promote the content and intent of this MOU to all personnel.

1. Local Government

3.1 The general function of a Local Government is to provide for the good governance and safety of persons in its district. To make better provision for diminishing the dangers resulting from bush fires, for the prevention, control and extinguishment of bush fires.

3.2 Local Government is responsible for the administration of the Bushfires Act 1954 within its local authority area. This includes the responsibility for forming, managing and maintaining volunteer bush fire brigades.

3.3 Local Government is responsible for the management of lands and reserves vested or placed under their control (Crown Land) in accordance with the Land Administration Act 1997. Local Governments may do anything for the purpose of controlling and managing that land that it could do under section 5 of the *Parks and Reserves Act 1895*.

3.4 In accordance with the Emergency Management Act Local Governments are responsible to ensure that effective local arrangements are prepared and maintained for its district.

4. The Association of Volunteer Bush Fire Brigades of Western Australia Inc

4.1 The Association will promote the health, welfare and safety of all Bush Fire Brigades Members.

4.2 The Association will promote the delivery of support services to bush fire brigades and their members within Western Australia and will seek to increase the recognition of the worth of members.

4.3 The Association will ensure that members are provided with the skills and support required to carry out their tasks and seeks to gain the appropriate recognition for their services. In essence, the Association aims to ensure that brigade members are suitably equipped and protected when they are protecting their community.

The Association is committed to the following key functions:

4.4 Promote and assist the safety, interests and welfare of emergency service volunteers within the state of Western Australia.

4.5 To promote concern, interest and discussion by whatever means, in fire

prevention and suppression and all matters affecting the interests, safety and welfare of volunteer bush fire brigades and members.

4.6 Lobby, and make recommendations and submissions to Government, State and National bodies, the FESA Board, Local Government Authorities and any other appropriate authorities and bodies.

4.7 To provide nominations as required for membership to committees and sub committees, working parties and groups working on bush fire and related issues.

4.8 Assist Bush Fire Brigade volunteers in any matter pertaining to their interests or obligations.

- 4.9 Maintain a benevolent fund to provide short term financial relief for the families of volunteer bush fire fighter's families in cases of hardship resulting from operational incident

5. The Department of Environment and Conservation

- 5.1 The Department of Environment and Conservation (DEC) has statutory responsibility for the management of lands as prescribed in the Conservation and Land Management Act 1985 on behalf of the community of Western Australia.
- 5.2 The mission of DEC is to work with the community to ensure that Western Australia's environment is valued, protected and conserved, for its intrinsic value, and for the appreciation and benefit of present and future generations.
- 5.3 DEC undertakes an active fire management program involving the application of fire under prescribed conditions and the suppression of wildfires on or near these managed lands.
- 5.4 DEC has also been tasked by government to manage fire preparedness on unallocated Crown land (excluding town sites and the metropolitan area) including prescribed fire planning and application.
- 5.5 DEC is committed to ensuring that fire fighter and public safety is the first priority in every fire management activity. The protection of human life and community assets, cultural and biodiversity values through comprehensive fire management programs will be undertaken by DEC commensurate with the risk posed by the fire to these values.

6. The Western Australian Local Government Association

- 6.1 The Western Australian Local Government Association (WALGA) is the peak organisation of Local Government in Western Australia.
- 6.2 WALGA is responsible for representation of Local Government at a State level in emergency management which includes bushfire management by:
- By participating in all relevant committees;
 - Providing strong representation for Local Government;
 - Providing effective leadership for Local Government;
 - Enhancing the capacity of Local Government; and
 - Building a positive public profile for Local Government.

7. Operating Principles of this Memorandum of Understanding

Prevention

- 7.1 The parties to this MOU on any given day will undertake joint prevention activities on a cooperative basis to reduce the risk of fire occurring. These activities will include, but not limited to, fuel reduction burning programs and installation of strategic fire break networks and strategic water supplies.
- 7.2 The parties to this MOU agree, in relation to planning activities, will take into consideration best practice planning principles to reduce the impact by fire with all new development proposals and will consult with each on such matters.

- 7.3 The parties to this MOU will undertake activities to educate their agencies, in conjunction with the local community, their roles and responsibilities for fire prevention and protection.

9. Preparedness

- 8.1 The parties to this MOU will prepare for the predicted level of fire suppression complexity so that the appropriate level of agency resources are available to respond to the predicted level of risk.
- 8.2 At the start of each fire season, each Local Government, DEC District and/or Region will prepare and maintain a Incident Preparedness and Response Plan which provides a summary of the fire prevention, preparedness, response and recovery measures for each area, and a summary of the DEC resources and LGA, VBFB, FESA and private organisations resources available to respond to and support bushfire emergency operations.
- 8.3 The parties will maintain resource registers that list available resources and share the information with other parties as required;
- 8.4 The parties will meet regularly to develop knowledge of preparedness issues and critical coordination arrangements. All parties will actively promote this MOU within their respective organisations.
- 8.5 Local Government and DEC planning activities will aim to ensure that Local Government and their bushfire brigades and DEC, in conjunction with the local community understand their roles and responsibilities for fire protection.
- 8.6 The parties to this MOU agree to provide access to accredited training courses and programs to each other, for key personnel, at no cost.
- 8.7 The parties to this MOU agree at the local level, to undertake preseason drills and exercises where appropriate to test this MOU and local arrangements.

8. Response

- 9.1 The parties will conduct emergency operations as detailed in the State Bushfire Emergency Management Plan – WESTPLAN – BUSHFIRE.
- 9.2 The parties will use the Australasian Inter-Service Incident Management System (AIIMS) for all incidents.
- 9.3 The Incident Management Team (IMT) members will have the appropriate capacity and knowledge required for each incident. The level of competency required to be based upon the incident level 1, 2 or 3 as outlined in WESTPLAN – BUSHFIRE.
- 9.4 Responsibility for control of large bushfire incidents by fuel type and fire behaviour:
- 9.4.1 For fires that burn in close proximity to DEC land and private lands interfaces, the decision as to which organisation is to be the HMA (Incident Controller) of the incident will be determined by the Chief

Bush Fire Control Officer of the LGA and the DEC District or Regional Duty Officer.

- 9.4.2 For fires burning from one HMA jurisdiction to another HMA jurisdiction, the overall control responsibility will be determined through negotiation between the relevant senior officers of the affected HMA's;. Any officers assigned to a joint controlled responsibility will have equal weight of say, where appropriate, with regard to the management of the incident.
- 9.4.3 The HMA selected for overall control of the fire will nominate the Incident Controller.
- 9.4.4 The Incident Management Team (IMT) roles may be filled by staff from other agencies including the provision of assistants or deputies.
- 9.4.5 Only one (1) IMT will be formed at a fire. Divisions comprised of resources primarily from one agency will remain under the control of the single IMT. Where practicable IMT management should be located in close proximity to the fire.
- 9.4.6 For each multi-agency incident the senior officer of the Local Government and DEC District or Regional duty officer or their delegate in consultation with the Incident Controller will confirm the structure and determine the location for the performance of the functions of the fire(s) in order that local knowledge and experience is utilised to best advantage in the management of a major fire.
- 9.4.7 Resources from one agency assigned to work under the control of another agency will respect and adhere to instructions of that agency and be available at all times on the fire ground in the sector to which they have been appointed.
- 9.4.8 The appropriate use of planned fire during the suppression of a bushfire must be authorised by an appropriate officer who for the purposes of fire suppression assumes the powers of a Fire Control Officer.
- 9.4.9 Joint resources assigned to the incident by all parties will be directed by the IC according to best-fit for role and capacity. Incident Action Plans will be prepared to reflect the fire control priorities.
- 9.4.10
- 9.4.11 A jointly endorsed Safety Advisor may be appointed by the IMT for large or Level 3 incidents.
- 9.4.12 The IC must nominate an incident name and this must be communicated to other agencies/organisations at the earliest opportunity.

9.4.13 Provision of information to the community must be a priority for the IC, and will be disseminated in a timely manner based on the actual and perceived risk to the community.

11. Communication and Information

- 10.1 Multi-agency incidents will have a Communications Plan as soon as practicable after the commencement of the first shift to facilitate operational communication with all personnel;
- 10.2 Accurate and timely two-way information will be made available to allow informed decision making;
- 10.3 Radio procedures and other communication processes and procedures will be complimentary between DEC, Local Government Bushfire Brigades and FESA;
- 10.4 Incident Information releases emanating from multi-agency incidents must reflect multi-agency involvement and must be authorized by the Incident Controller.
- 10.5 The Incident Controller must ensure that appropriately detailed incident information is provided promptly to the DEC State Coordination Centre or the LGA Fire Coordination Centre.

10. Fire Ground Safety

- 11.1 At all times, crew and personnel safety and welfare will be paramount, including the development and implementation of safe strategies of fatigue, hydration, and hygiene and catering amongst others.
- 11.2 As much as is reasonably practicable, personnel will only be tasked to roles for which they are competent and/or accredited or jointly endorsed.
- 11.3 All personnel tasked to a joint incident will be provided with regular briefings using the SMEACS principles.
- 11.4 The parties to this MOU agree that accidents and hazards will be reported, investigated and mitigation strategies implemented as appropriate, in a no fault, no blame environment.
- 11.5 The Incident Controller in any multi-agency incident will maintain an accurate and up-to-date record of all resources on the fire ground to ensure the safety of all personnel involved.
- 11.6 here response teams are moved within or off the fire ground, the Incident Controller must ensure that the resources log is up dated to reflect the change.

12. Equipment

- 12.1 All personnel within an IMT will have access to equipment from either agency that is appropriate to the task and where they are unfamiliar with that equipment the owner agency of the equipment will ensure that such personnel fully understand the limitations of such equipment. This clause is subject to the appropriate approval process of the respective parties.

13. Aircraft operations

- 13.1 Personnel from either agency must be competent and/or appropriately trained to perform safely and effectively in duties associated with aircraft operations for fire control. Only personnel who are suitably trained will operate within aviation roles.
- 13.2 Use of aircraft resources at joint operations will be consistent with common operational standards and guidelines.

14 Recovery

- 14.1 The parties to this MOU will deliver its recovery activities with the support of the other party through the provision of resources when requested.
- 14.2 The parties to this MOU recognise the importance of establishing concurrent response and recovery operations, and will plan, manage and resource accordingly.
- 14.3 The parties to this MOU acknowledge the importance of local knowledge and networks in conducting recovery activities, and will rely on Local Government Authorities (LGAs) and community leaders in providing input and support in formulation and implementation of these recovery activities.
- 14.4 Post incident debriefs of large and complex incidents where the parties to this MOU have been involved will be undertaken cooperatively, aimed at identifying areas for improvement.

16. Amendments to this Memorandum of Understanding

- 15.1 This MOU shall not be altered, varied or modified in any way except by agreement in writing;
- 15.2 A meeting of the parties shall be scheduled annually (out of fire season) at a mutually agreed time and place.
- 15.3 At the annual meeting, the parties will review this MOU and identify opportunities for improvement or enhancement of the operating principles of this MOU.

15. Dispute resolution

- 16.1 This MOU is an indication of goodwill and intent only on behalf of the signatories and is not intended to create legal relations between the parties and shall not be legally binding;
- 16.2 Dispute resolution with regards to the content of this MOU shall be managed on behalf of the signatories by WALGA;

~~AGREEMENT TO THE OPERATING PRINCIPLES - MEMORANDUM OF UNDERSTANDING~~

16.3 Any media release that references this MOU, or the relationship established between the parties of this MOU, shall acknowledge all parties.

17. Termination of this MOU

This MOU may be terminated in either of the following ways:

- By mutual agreement of all parties in writing at any time; or
- Any agency giving three months notice to the other parties at any time.

Department of Environment and Conservation

Local Government in Western Australia

The Association of Bushfire Brigades of WA

SIGNED for and on behalf of the Department of Environment and Conservation

Mr Kieran McNamara
Director General
DEC

Signature

SIGNED for an on behalf of Local Government in Western Australia

Ms Ricky Burges
Chief Executive Officer
WALGA

Signature

SIGNED for an on behalf of the Association of Volunteer Bushfire Brigades WA

Mr Terry Hunter
President

Signature

Date

Cr McTaggart declared a Direct Financial Interest in Item 10.1.7 in that he is a shareholder in the company that has the lease and left the meeting at 3.30pm.

10.1.7 GREEN HEAD DEPOT LEASE – LOT 395 JOHNS STREET

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
FILE	Lot File

SUMMARY:

Council is being requested to renew the lease for the Geraldton Fishermans Co-Operative of Lot 395 Johns Street Green Head.

BACKGROUND:

Council has been requested by the Geraldton Fishermans Co-Operative to renew the lease on Lot 395 Johns Street Green Head for a period of Five Years.

COMMENT:

It would appear from Councils records that the lease expired on 30 June 2007 and has not been renewed. The land has been vested in Council for the purpose associated with the fishing industry.

The previous lessee wishes to renew the lease for a period of five years.

As the lease has expired, the best option for Council would be to create a new lease for a portion of Reserve No 39462 (lot 395 Green Head) for a period no greater than twenty one years for purposes associated with the fishing industry.

The previous lease Annual payment as at the 30 June 2007 was \$1,490 per year payable on 1 July of each year and included a clause that allows Council to increase the Annual lease fee in writing given to the Lessee on or before 30 June in any one year during the term to increase the annual rental next payable by a sum not exceeding 25%.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

Land Administration Act 1996

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT

Simple Majority.

OFFICER RECOMMENDATION:

That Council offer a lease to Geraldton Fishermans Co-Operative for a portion of Reserve No 39462 (lot 395 Green Head) for a period of 5 years at an annual fee of \$1,500 with an allowance of increase in fees of up 25% per year notifiable on 1 July of each year for purposes associated with the fishing industry with the Geraldton Fishermans Co-Operative being responsible for all legal and stamp duty fees associated with the preparation of the lease.

RESOLUTION: 2008-105

Moved: Cr George

Seconded: Cr Williams

That Council offer a lease to Geraldton Fishermans Co-Operative for a portion of Reserve No 39462 (lot 395 Green Head) for a period of 5 years at an annual fee of \$3,000 with an allowance of increase in fees of up 25% per year notifiable on 1 July of each year for purposes associated with the fishing industry with the Geraldton Fishermans Co-Operative being responsible for all legal and stamp duty fees associated with the preparation of the lease.

CARRIED 5/1

Cr McTaggart declared a Direct Financial Interest in Item 10.1.8 in that he is a shareholder that has the lease and remained out of the meeting.

10.1.8	PORTION RESERVE 34516 (LEEMAN LOT 53) CHANGE OF LEASE
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 July 2008
FILE	Lot File

SUMMARY:

Council is being requested to assign the lease of Portion Reserve 34516 (Lot 53 Leeman) from James Bowes Pty Ltd being a subsidiary of Weststar Lobster to R J and J D Wann, Davlon Pty Ltd and McTaggart Fisheries for purposes associated with the fishing industry.

BACKGROUND:

The Lease of Portion Reserve 34516 (Lot 53 Leeman) was assigned on the 20 January 2004 to James Bowes Pty Ltd of 42 Marine Terrace Geraldton Western Australia from Bluewave Seafood Ltd. The lease has been sold to R J and J D Wann, Davlon Pty Ltd and McTaggart fisheries. Council is being requested to assign the lease to the new owners and to increase the term of the lease from the existing expiry of 1 December 2009 during the assigning of the lease.

COMMENT:

Council has the power to lease the Portion of Reserve 34516 (Lot 53 Leeman) for purposes associated with the fishing industry or a period no greater than twenty one years.

Council will need to seek confirmation from its solicitors as to whether it can increase the term of the lease while assigning the lease to the new Lessees.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

Land Administration Act 1996

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT

Simple Majority.

OFFICER RECOMMENDATION:

That Council assign the existing lease of portion Reserve No 34516 (lot 53 Leeman) to R J and J D Wann, Davlon Pty Ltd and McTaggart Fisheries for purposes associated with the fishing industry and if allowable increase the lease for a period not exceeding 21 years at an annual fee of \$1,500 with an allowance to increase the fees by up to 25% per year notifiable on 1 July of each year for purposes associated with the fishing industry with the lessees being responsible for all legal and stamp duty fees associated with the preparation and assigning of the lease.

RESOLUTION: 2008-106

Moved: Cr Rackemann **Seconded:** Cr George

That Cr McTaggart return to the meeting to clarify the use of this property as compared to the previous item.

CARRIED 7/0

Cr McTaggart returned to the meeting at 3.43pm.

Cr McTaggart left the meeting at 3.44pm.

RESOLUTION: 2008-107

Moved: Cr Rackemann **Seconded:** Cr George

1. *That Council assign the existing lease of portion Reserve No 34516 (lot 53 Leeman) to R J and J D Wann, Davlon Pty Ltd and McTaggart Fisheries for purposes associated with the fishing industry at an annual rental of \$1,500 with an allowance to increase the fees by up to 25% per year notifiable on 1 July of each year for purposes associated with the fishing industry with the lessees being responsible for all legal and stamp duty fees associated with the preparation and assigning of the lease.*

2. *When the above lease expires the lease be given an extension of 5 years on an annual lease fee of \$3,000 with an allowance to increase the fees by up to 25% per year notifiable on 1 July of each year for purposes associated with the fishing industry with the lessees being responsible for all legal and stamp duty fees associated with the preparation and assigning of the lease.*

CARRIED 6/0

Cr McTaggart returned to the meeting at 3.55pm.

10.1.9 ADOPTION OF COUNCIL'S 2008/2009 BUDGET

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
ATTACHMENTS	10.1.9 2008/2009 Draft Budget
FILE	B4/09 Budget 2008/09

SUMMARY:

Council's 2008/2009 Budget is presented to Council for adoption.

BACKGROUND:

Council considered the first Draft Budget at the Special Meeting on Wednesday 18 June 2008.

At the Special Meeting on Wednesday 18 June 2008, Council prioritised the discretionary items with the following resolution:

RESOLUTION: 2008-081
 Moved: Cr Waite Seconded: Cr Rackemann
 That:

1. the CEO present to Council an amended draft budget with the following amendments; and
2. Council hold a special budget meeting on 2 July 2008 at the Coorow District Hall commencing at 6.30pm:

Take out Items	
Ride on Mower	\$ 25,500.00
Wann Park Tanks - Reduce to liner	\$ 10,000.00
Grader Utility	\$ 18,000.00
Grader - Loan Funded	
Dee Street Sub Division Drainage	\$ 21,000.00
Additional Town Crew	\$ 55,469.00
Truck Repayments	\$ 29,876.00
CEDO Position	\$ 51,188.00
Deficit / Surplus	\$ 118,589.00
	-\$ 118,589.00
Add back in	
Truck purchase	\$ 144,350.00
Other Donations	\$ 4,000.00
Coorow District Hall Re-roofing	\$ 44,000.00
Deficit / Surplus	\$ 73,761.00
Additional Income	
Additional FAGS	-\$ 22,028.00
Extra Interest on SSL	-\$ 7,338.00
Cliff Park Power and Reticulation	-\$ 20,000.00
Deficit / Surplus 2008/09 Budget	\$ 24,395.00

CARRIED 8/0

And

RESOLUTION: 2008-080

Moved: Cr McDonald Seconded: Cr Williams

That Council adopt Scenario 4 with the inclusion of the Coorow town site using Actual Rates to raise the Area Rate for the Maley Park Change room's community contribution.

CARRIED 7/1

COMMENT:

The Special Meeting called for 2 July 2008 was cancelled due to the 2008/09 Draft Budget not being prepared in time by the CEO.

A budget workshop was held on the 10th July with the proposed changes to the Draft 2008/09 Budget being presented for discussion:

Details of Adjustments to Draft Budget Presented to Council 18 June 2008	
Description	Deficit
Deficit included in Rate Setting Statement	-\$ 92,444.00
Transfers from Restricted Cash (Relating to RTT Supplementary Funding Carried Forward) removed from Rate Setting Statement. Funding now included in opening position in Rate Setting Statement	-\$ 111,871.00
Opening position from June 2008 Brought Forward now included	\$ 25,000.00
Additional cost (materials) of replacing Quandong Close with Spencer Street	-\$ 25,900.00
Removal of repayments on loan for new truck that has not happened	
Principal	\$ 20,118.00
Interest	\$ 9,758.00
Removal of Ride on Mower from budget	
Capital Expense	\$ 25,500.00
Proceeds from Disposal	-\$ 500.00
Adjustment to expenditure on Wann Park Tanks - Now only liners	\$ 10,000.00
Removal of Grader Utility from budget	
Capital Expense	\$ 18,000.00
Removal of Grader from budget	
Capital Expense	\$ 300,000.00
Proceeds from Disposal	-\$ 145,000.00
Loan Borrowings	-\$ 155,000.00
New truck included in budget	
Capital Expense	-\$ 229,350.00
Proceeds from Disposal	\$ 85,000.00
Administration/Health Income allocated was over recovered	-\$ 1,400.00
SSL Interest Recoup overstated	-\$ 1,010.00
Removal of CEDO position from budget	\$ 54,217.00
Correction of Award Super for CSO Coorow in budget	-\$ 504.00
Included Award Super for Ranger which was omitted from budget	-\$ 2,281.00
Included Clothing subsidy for Ranger which was omitted from budget	-\$ 600.00
Adjustment as a consequence of removing Staff Subsidies for Cortese and Koeberle that were included in the Wages budget in error	\$ 161.00

Details of Adjustments to Draft Budget Presented to Council 18 June 2008	
Description	Deficit
Included Industry allowance in PWOs which was omitted in budget	-\$ 15,382.00
Removed Industry Allowance and Housing Subsidy from Direct Labour Coasts allocated as included under PWOs in budget	\$ 54,189.00
Removed duplication of Rangers wages from budget	\$ 29,200.00
Increase in Donation expense bringing total expense value up to \$10,500	-\$ 3,800.00
Included Coorow District Hall re-roofing	-\$ 44,000.00
Removed Leeman Medical Centre Lease expense from budget	\$ 2,460.00
Increase in Records Management Software allowance in budget	-\$ 2,000.00
Recognition of expenditure relating to Path (Hunter Crescent to Sports Club) in the budget which is now forming part of road maintenance	-\$ 4,000.00
Removed additional town crew staff member from budget	\$ 57,410.00
Removed Penn Rd Construction work from budget (materials in job is savings)	\$ 18,400.00
Removed conference expenses for Local Government Week	\$ 8,000.00
Income for Road Projects	
Thomas St Footpath	\$ 15,000.00
Included Specified Area Rate income for Maley Park Change rooms	\$ 24,626.00
	-\$ 911.00
Adjustment to discount allowed due to Specified Area Rate being included	
Net increase in Sal's Principal income to be received for Maley Park Change rooms. NB: Principal previously included	
Principal to be recouped \$24,979	
Specified Area Rate -\$24,626	\$ 353.00
Increase in Grants Commission funding in Budget	\$ 22,036.00
Rounding Adjustments	-\$ 1.00
Deficit as per the Rate Setting Statement Presented to Council at this budget meeting.	-\$ 56,526.00

Following are a list of Discretionary Items not included in the 2008/09 Budget:

Activities not included				
Priority Ranking	Surplus/(Deficit) after Rates with 5% increase			
	ACTIVITY	EXPLANATION		(56,526)
	Health Inspections – Chapman Valley	Lease Manager Regulatory Services	10,000	(46,526)
	Removal of Thomas St Footpath	Grant funding may not be successful - materials included in budget - grant funding included in budget	20,815 (15,000)	(40,711)
	Remove additional donations added to budget	Resolved to add at previous budget workshop	3,800	(36,911)
	Increase contribution to SBCCC	Requested increase of \$1,000	(1,000)	(37,911)
	Increase rates by additional 1%	Now 6% increase	18,500	(19,411)
	Increase rates by additional 2%	Now 7% increase	18,500	(911)

STATUTORY ENVIRONMENT:

Council's 2008-2009 Budget documents contain a number of items that require adoption by Council under the Local Government Act. They are that in accordance with:

- As per Section 6.32 (1) of the Local Government Act 1995, Rates and Minimum Rates to be levied on all rateable property be as follows:

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2007/08 Budgeted Rate
Differential General Rate				
GRV – Town	To be Tabled	714	4,359,703	To be Tabled
UV - Agricultural	To be Tabled	200	61,841,000	To be Tabled
UV - Mining	To be Tabled	17	659,547	To be Tabled
Total		931	66,860,250	To be Tabled
Minimum Rates	\$			
GRV – Town	500	199	318,857	To be Tabled
UV - Agricultural	500	6	50,700	To be Tabled
UV - Mining	500	24	48,525	To be Tabled
Total		229	418,082	To be Tabled
				To be Tabled
Total Rates Levied				To be Tabled

- As required by Section 6.37 of the Local Government Act 1995, specified rates are to be levied on rateable properties as follows:

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2008/09 Budgeted Rate
Specified Area Rate				
GRV – Leeman	To be Tabled	To be Tabled	To be Tabled	To be Tabled
GRV – Green Head	To be Tabled	To be Tabled	To be Tabled	To be Tabled
GRV - Coorow	To be Tabled	To be Tabled	To be Tabled	To be Tabled
UV - Coorow	To be Tabled	To be Tabled	To be Tabled	To be Tabled
Total				

- Differential rating has been adopted in the past for Unimproved Values based on the land use of either Agriculture or Mining. Council has advertised the proposed differential rates, as required by Section 6.36 of the Local Government Act 1995, and no submissions have been received;
- Section 6.33(3) of the Local Government Act 1995 requires that the Minister for Local Government's approval be sought for the imposing of differential rates which are more than twice the lowest differential general rate;
- Section 6.35 (5) of the Local Government Act 1995 requires that the Minister for Local Government's approval be sought for the imposing of a minimum payment where the number of separately rated properties in the district on which a minimum payment is imposed is greater than 50%;
- Section 6.46 of the Local Government Act a discount of 5% be allowed for payment of rates in full within 35 days of the date of issue of the rate notice;
- Section 6.45 of the Local Government Act a 5% interest charge be levied on rates instalments, Deferred Pensioners Rates' excluded;

- Section 6.51 of the Local Government Act an 11% interest charge be levied on all overdue rates outstanding, Deferred Pensioners' Rates excluded;
- Section 6.45 of the Local Government Act an administration charge of \$5 be levied for the second and each of the subsequent rates instalments;
- Section 6.32 (1) of the Local Government Act 1995 the Schedule of Rents, Leases and Charges as detailed in the budget document;
- Section 64 (2) of the Local Government (Financial Management) Regulations 1996 that the due date for instalments be set as follows:

Two Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 December 2008

Four Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 October 2008
3 rd Instalment due	27 December 2008
4 th Instalment due	27 February 2009

- Section 6.19 of the Local Government Act 1995 requires a local government to give local public notice of any fees or charges it wishes to impose after adoption of the annual budget.

FINANCIAL AND POLICY IMPLICATIONS:

The budget sets the Council approved expenditure for the 2008/2009 financial year.

STRATEGIC IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Absolute Majority for all recommendations.

OFFICER RECOMMENDATIONS:

Recommendation 1:

That the Rates and Minimum Rates to be levied on all rateable property be as follows:

Valuation	Rate cents/dollar	Minimum Rate \$
Gross Rental Value		
Town	To be Tabled	500
Unimproved Value		
Agricultural	To be Tabled	500
Mining	To be Tabled	500

RESOLUTION: 2008-108**Moved:** Cr Waite**Seconded:** Cr Bothe

That the Rates and Minimum Rates to be levied on all rateable property be as follows:

Valuation	Rate cents/dollar	Minimum Rate \$
Gross Rental Value		
Town	9.8847	550
Unimproved Value		
Agricultural	1.8718	550
Mining	6.5750	550

CARRIED 7/0 BY ABSOLUTE MAJORITY**Recommendation 2:**

That a specified area rate be levied on rateable properties as follows:

Valuation	Rate cents/dollar
Gross Rental Value	
Leeman Town	Figure to be tabled
Green Head Town	Figure to be tabled
Coorow Rural	Figure to be tabled
Coorow Town	Figure to be tabled

RESOLUTION: 2008-109**Moved:** Cr McTaggart**Seconded:** Cr Bothe

That a specified area rate be levied on rateable properties as follows:

Valuation	Rate cents/dollar
Gross Rental Value	
Leeman Town	0.1119
Green Head Town	0.1119
Coorow Rural	0.0372
Coorow Town	0.2870

CARRIED 7/0 BY ABSOLUTE MAJORITY

Recommendation 3:

That Council:

1. apply to the Minister for Local Government for approval to impose differential rates which are more than twice the lowest differential general rate;
2. Apply to the Minister for Local Government for approval to impose a UV Mining minimum payment where the number of separately rated UV Mining properties in the district on which a minimum payment is imposed is greater than 50%.

RESOLUTION: **2008-110**

Moved: Cr Waite

Seconded: Cr Williams

That Council:

1. *apply to the Minister for Local Government for approval to impose differential rates which are more than twice the lowest differential general rate; and*
2. *Apply to the Minister for Local Government for approval to impose a UV Mining minimum payment where the number of separately rated UV Mining properties in the district on which a minimum payment is imposed is greater than 50%.*

CARRIED 7/0 BY ABSOLUTE MAJORITY

Recommendation 4:

That a discount of 5% be allowed for payment of rates in full within 35 days of the date of issue of Council's rate notice.

RESOLUTION: **2008-111**

Moved: Cr Waite

Seconded: Cr Rackemann

That a discount of 5% be allowed for payment of general rates, excluding specified area rates, in full within 35 days of the date of issue of Council's rate notice.

CARRIED 7/0 BY ABSOLUTE MAJORITY

Recommendation 5:

That:

- 1 a 5% interest charge be levied on rates instalments, Deferred Pensioners Rates' excluded;
2. an 11% interest charge be levied on all overdue rates, Deferred Pensioners Rates' excluded;
3. an 11% interest charge be levied on all overdue service charges and rubbish charges;
4. an administration charge of \$5 be levied for the second and each of the subsequent rates instalments;
5. the due date for instalments of rates payments be set as follows;

Two Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 December 2008

Four Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 October 2008
3 rd Instalment due	27 December 2008
4 th Instalment due	27 February 2009

RESOLUTION: **2008-112**

Moved: Cr Bothe

Seconded: Cr Williams

That:

- 1 a 5% interest charge be levied on rates instalments, Deferred Pensioners Rates' excluded;
2. an 11% interest charge be levied on all overdue rates, Deferred Pensioners Rates' excluded;
3. an 11% interest charge be levied on all overdue service charges and rubbish charges;
4. an administration charge of \$5 be levied for the second and each of the subsequent rates instalments;
5. the due date for instalments of rates payments be set as follows;

Two Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 December 2008

Four Instalment Option

1 st Instalment due	27 August 2008
2 nd Instalment due	27 October 2008
3 rd Instalment due	27 December 2008
4 th Instalment due	27 February 2009

CARRIED 7/0 BY ABSOLUTE MAJORITY

Recommendation 6:

That Council adopt the Schedule of Rents, Leases and Charges as detailed in the 2008/2009 Budget.

RESOLUTION: **2008-113**

Moved: Cr McTaggart **Seconded:** Cr Bothe

That Council adopt the Schedule of Rents, Leases and Charges as detailed in the 2008/2009 Budget.

CARRIED 7/0 BY ABSOLUTE MAJORITY

Recommendation 7:

That Council adopt the Revenue and Expenditure as detailed in the 2008/2009 Budget.

RESOLUTION: **2008-114**

Moved: Cr Williams **Seconded:** Cr Rackemann

That Council adopt the Revenue and Expenditure as detailed in the 2008/2009 Budget.

CARRIED 7/0 BY ABSOLUTE MAJORITY

The meeting adjourned at 4.16pm.

The meeting resumed at 4.30pm.

10.1.10 MWRC - ENGINEERING AND TECHNICAL SERVICES UNIT SERVICE PLAN

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 July 2008
ATTACHMENT	10.1.10 Engineering and Technical Services Unit Service Plan
FILE	W14

SUMMARY:

The Chief Executive Officer has been presented with a copy of the Engineering & Technical Services Unit Service Plan (the Plan) from the MWRC seeking endorsement of the plan with the view of employing a Director of Technical Services for the 2008/09 financial year

BACKGROUND:

The MWRC has received advice that it received a grant of \$100,000 from the Connecting Local Governments Program (Department of Local Government & Regional Development Program).

This Plan put together by the MWRC is focused on a commercial undertaking.

It is arguable as to the need for Council to require the services of an engineer and Council currently contracts such a service on an as needs basis.

This proposal seems to be at an extensive cost over and above what Council would normally spend in any given financial year.

It is agreed that there may be some commercial return with this unit, Council would be waiting (and paying) too long before a return would be seen.

COMMENT:

Concerns surrounding the Plan are:

1. Total cost is in addition to existing Budgets;
2. A number of tasks listed as potential projects for the officer could be done by existing staff within the region;
3. There is no guarantee of being awarded Main Roads WA contracts; and
4. Other Shires are more likely to use this person and the question of availability could be an issue.

STATUTORY ENVIRONMENT:

Under the Establishment Agreement for the Mid West Regional Council, the Shire of Coorow has the **option** to participate in a service delivery unit. It is not obligated to be a part of a unit and the remaining Shire's are still able to carry out the unit, therefore taking full responsibility for any loss or profits the unit may make.

The following is an extract from the Mid West Regional Council Establishment Agreement:

- 7.5 Participants to be given Service Plan
Upon completion of the Service Plan the WCRC is to give a copy of the Service Plan to each of the Participants.
- 7.6 Election to Participate in Service
Each Participant must, within a reasonable period determined by the WCRC, elect whether to participate in the Service by giving notice of its election to the WCRC.
- 7.7 Service Participants
The Participants which elect to participate in a Service are the Service Participants in respect of that Service.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Due to the MWRC recently being notified that a grant totalling \$100,000 from the Connecting Local Governments Program for the purposes of this Service Delivery Unit, the costs are different than stated within the Plan.

Yr1	Yr2	Yr3	Yr4	Yr5	Total
\$15,000	\$30,000	\$30,000	\$30,000	\$30,00	\$135,000

These figures do not factor in CPI or other unforeseen costs such as recruitment etc.

Council's contribution to the MWRC has already increased from \$20,000 per annum for core functions (Admin costs etc.) to \$32,500. This figure is likely to double in the 2009/10 financial year due to no more funding being available from the DLGRD.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council advise the MWRC that it will not participate in the Engineering & Technical Services Service Delivery Unit as detailed within the Service Plan.

RESOLUTION: 2008-115

Moved: Cr George

Seconded: Cr Williams

That Council advise the MWRC that it will not participate in the Engineering & Technical Services Service Delivery Unit as detailed within the Service Plan.

CARRIED 7/0



MID WEST
REGIONAL COUNCIL

Strength through unity

SERVICE PLAN

ENGINEERING & TECHNICAL SERVICES UNIT

June 2008

Prepared by:

**Gavin Treasure, Stan Scott &
Maurice Battilana**

Service Plan Outline

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1.0 Executive Summary

This Service Plan has been compiled at the request of the Mid West Regional Council (MWRC) to investigate the feasibility of introducing an engineering & technical service requirement of the MWRC member Shires.

Included in this Service Plan are indicative costs for the “Start-Up”, “Additional Operational” and “On-Going Operational” requirements of the Engineering & Technical Services (“Unit”).

This Plan has been provided to the MWRC Technical Advisory Group (TAG) to obtain agreement and support to the Plan.

The following aspects of the Unit are considered cost benefits to its introduction:

1.1 Funding Capacity

The major benefit/advantage of the Plan is that costs of engineering & technical services should currently be catered for under existing Shires roads construction & maintenance budgets as overheads to these works programs. If this is the case, then the burden of additional funding being required from participating Shires to introduce this service should be minimal. The cost effectively becomes part of each Shire’s minimum annual spend on its road maintenance / capital expenditure program each year.

For the average cost of gravel sheeting approximately a 1 to 2 km section of road per annum per Shire, the seven Shires could collectively fund a regional engineering & technical service.

1.2 Risk Management

The introduction of an engineering & technical service will ensure Shires cover their legal obligations by introducing professional design and technical advice into their road construction works.

Improved engineering & technical services will reduce litigation risk which will hopefully be reflected in the Shires public & professional liability insurance policies.

1.3 Commercial Benefit

The establishment of a regional engineering & technical service gives the MWRC Shires the capability to enter into commercial contracts with external parties, therefore offering an opportunity for an income to be generated. Income generation opportunities specifically include road construction / maintenance activities to mining companies, Main Roads WA and other parties i.e. other Shires.

1.4 Asset Management

Best practice requires organisations to manage their asset base to the highest standard. Local Government has one of the highest asset bases of any sector. Unfortunately, Shires only manage their assets on a reactive basis with little or no attention given to preventative maintenance activities. A regional engineering & technical service will ensure that each Shire is set up and delivers quality asset management to its stakeholder base.

1.5 Procurement

The establishment of a regional engineering & technical service gives the MWRC Shires the capability to embrace a fully integrated and collaborative procedure for the procurement of plant and equipment, road building materials, etc.

It is envisaged there will be real and significant savings associated with a joint procurement process operated by a MWRC engineering & technical service, which will flow on directly to all participating Shires.

2.0 **Objective**

The objective of the *Unit* is to improve the engineering & technical service resources to the Shires. These improvements are expected to provide significant cost savings for the participating shires (predominantly in the area of plant & equipment procurement and rationalisation).

There is also an opportunity to derive an income from the *Unit* by expanding the services outside the MWRC region.

3.0 **Cost/Benefit/Risk Analysis**

3.1 **Benefits Analysis**

(a) Financial benefits

- Enhance existing engineering & technical services and offer these services to local governments outside the MWRC region to create an income stream for the MWRC.
- Remove the existing situation of the Shires not using engineering & technical service at all, or obtaining these services from an external private contractor;
- Ability to release Works Supervisor/Managers from the onerous engineering & technical service task, which will allow them to concentrate on the task more suited to their positions;
- Cooperative procurement of plant & equipment, road building materials, etc, will provide shires with tangible savings;
- Introduction of a professional asset management system will provide better long term management of member Shire asset and therefore long term savings to the Shires;
- Proven professional engineering & technical services provided to the member Shires should diminish legal liability and therefore maintain liability insurance premium to a level lesser than in the situation where no such service is provided;
- On-going negotiations are occurring between Main Roads WA, WALGA and the MWRC on the MWRC becoming actively involved in the MRWA Integrated Service Agreements (ISA). The current proposal is for the MWRC to form an Alliance with MWRA to undertake road maintenance work across both the existing MWRA roads and Local Government roads of regional significance. Though the detail is yet to be finalised on the structure of the Alliance, it is considered essential for the MWRC to have at least a basic engineering and technical service in place.

The existing MRWA Term Network Contract for the region within which the MWRC is located, expires in November 2009. This makes it imperative for the MWRC to introduce a basic level of engineering and technical services as a matter of urgency.

- Increased opportunity to generate an additional revenue stream through bidding for and receiving external contract works i.e. Main Roads WA road works, etc;
- Ability to release some of the tasks of existing staff (i.e. Principal Works Supervisors), therefore allowing them to be more strategically and developmentally orientated in their duties;
- Eventually the Unit may become financially self sustainable, particularly if external contract work exceeds the cost of providing services;
- There are significant procurement saving opportunities on offer to participating Shires when purchasing new mobile equipment such as graders, rollers, trucks, etc through bulk buying arrangements established on a regional basis;
- The costs of the Unit can legitimately be classified as an on-cost of Shire road maintenance / **capex** operations, therefore allowing Shires to claim the expenditure as part of its minimum annual spend for grant acquittal purposes.

(b) Social benefits

- The evidence of a professional engineering & technical service in the area of road construction and maintenance will have the tangible social benefit of constituents being comfortable in the fact they are travelling on roads which have been designed by a professional service;
- The ability for a professional engineering & technical service complementing the already existing professional road building and road maintenance staff which currently exist within the shires;
- The ability to enhance upon the skills which presently exist amongst the road construction and maintenance staff by a mentoring situation between the engineering & technical service Unit and the shire staff.
- If the MWRC is able to become part of an ISA Alliance with MRWA there may be social benefits recognised by either retaining or hopefully enhancing the road works staff levels within the MRWC Shires.
- The provision of additional potential human resources within the MWRC region (through a potential regional road maintenance workforce team) and the positioning of these resources in the most appropriate locations to minimise costs;
- The ability for MWRC staff to complement other member Shire resources;
- The ability to create a network of skills amongst the staff and a mentoring situation to assist the less experienced staff, particularly with Principal Works Supervisors and through the asset management task.

(c) Environmental benefit

- A professional engineering & technical service Unit will ensure road construction and maintenance works continue to comply with the minimum road building standards, which include compliance with the *Environmental (Clearing of Native Vegetation) Regulation*;

- The professional expertise offered by the Unit offers the potential for environmental hurdles in relation to native vegetation clearing permits to be prepared and processed as expeditiously and professionally as possible, taking a significant workload away from the Shire executive team.

3.2 Resource Requirements (Cost) Analysis

(a) Financial start-up and operational (ongoing) costs/requirements

The Resource requirements as shown at **APPENDIX A** (attached) are based upon the provision of a MWRC *Unit*, which incorporates the following staff member(s):

- *Director Engineering & Technical Service (DETS);*

There is a strong belief from the TAG that funding the *Unit* should not be overly difficult as all Shires have an existing obligation to include an engineering and technical component in the Roads to Recovery (R2R) and Regional Road Group (RRG) projects already established. Those Shires currently doing this are mostly obtaining this service from private engineering contractors, funds which can now be reallocated to the MWRC Unit. Those who are not including this component into their road projects, can now commence to do so and simply increase their road projects accordingly.

The consensus is the estimated contribution per Shire should be included into the “Overheads” section of the Shires expenditure, which is allocated across all road works undertaken by the Shires.

- *Director Engineering & Technical Service (DETS);*

(b) Social start-up operational (ongoing) costs/requirements

There is no intention to diminish the services currently being provided to the member Shires. The MWRC *Unit* will be designed to replace the existing service, which are being obtained from external sources for professional design, advice, etc, and internal for the non-technical tasks. Therefore, there is not expected to be any social cost associated with the introduction of the Unit. In fact it is hoped the introduction of an engineering and technical service will improve the MWRC Shires ability to develop an Alliance with MRWA for a significant involvement in the **ISAs** being developed by MRWA.

(c) Environmental start-up operational (ongoing) costs/requirements

Shires are currently undertaking the task of environmental requirements for road construction/maintenance. This task will be reallocated to the engineering & technical service Unit, which will remove this burden from the staff.

There is no cost envisaged with the environmental operational costs for the introduction of the Unit.

3.3 Critical Timings

This Agreement is designed to incorporate the DETS positions only at this stage. However, this may be amended at any time in the future if all parties agree to enhance this service.

Following are indicative critical times which would need to be achieved for the introduction of a *Unit*. A more detailed timeline is shown at Section 8 (Implementation):

- June 2008 Present Draft Service Plan to the TAG for endorsement;
Approach be made to member Shires seeking agreement for them to place an expenditure item into their budgets in anticipation of the Unit being introduced in 2008/2009;
 - June 2008 Present a Draft to the MWRC meeting for endorsement;
 - July/Aug 2008 Endorsed Service Plan to be presented to each MWRC Member Shire seeking their participation;
 - Aug/Sept 2008 Depending on participation levels and viability of Unit, commence process for the introduction of a Director Engineering & Technical Services to the MWRC.
- Based upon the above timeline, it would be necessary to receive all initial Additional Start-Up cost from the Shires prior to DETS commencing.
- The *Unit* will seek to commit to the Shires for the period ending 30th June 2013. The on-going commitment to this *Unit* will be subject to further negotiations between the MWRC and Shires.

3.4 Financial Analysis Summary

See APPENDIX A attached

3.5 Risk Assessment

Risk Matrix Table

Risk	[A] Likelihood	[B] Consequences	[C] Risk Rating [A x B = C]	Risk Treatment Strategy/Actions
	1 = Lowest 5 = Highest	1 = Low impact 5 = High impact	1 = Lowest 25 = Highest	
Underestimation of actual costs	1	4	4	-
Budget constraints of individual NHMS	1	4	4	-
Timing (i.e. Budget Cycles)	4	4	16	Seek initial draft budget agreement from Shires in anticipation of endorsed Service Agreement being finalised.
Inability to attract Professional Staff irrespective of location	4	4	16	Look at alternative arrangements with a private engineering organisations to co-employ a person(s)

Likelihood of Risk

What are the chances that the risk event will occur?

Highest (5): indicates that the event is almost certain to occur

High (4): indicates that the event is highly likely to occur

Medium (3): indicates that the event is likely to occur

Low (2): indicates that the event is not likely to occur, but could occur

Lowest (1): indicates that the event is very unlikely to occur

Consequences of Risk

If the risk event occurs, what will be the impact on the proposal and/or organisation?

Highest (5): indicates that the event has a catastrophic impact on the organisation

High (4): indicates that the event has a significant impact to the proposal

Medium (3): indicates that the event will impact the proposal

Low (2): indicates that the impact is relatively minor to the proposal

None (1): indicates that the risk will not impact the proposal

Risk Treatment Strategy/Actions

Only need to consider Strategies/Actions for any item with a Risk Rating greater than 16.

Any item with a Risk Rating below 5 should not require any attention at all.

Combining the likelihood and consequences gives the rating of the risk:

Highest risk: = $5 \times 5 = 25$ (almost certain catastrophe)

Lowest risk: = $1 \times 1 = 1$ (very unlikely, and no impact)

3.6 Sensitivity Analysis

The most important assumptions upon which this Service Plan/Business Case was based upon include:

	Issues	Techniques to Address Issues
3.6.1	The concern with <i>Unit</i> staff being located outside the Shires district, resulting in a perception that everything associated with the MWRC will be located outside the MWRC region.	Continue to promote the location of staff to the Shires district, yet be aware this may not always be possible and that some staff may be located outside the MWRC region as this may be the only way to attract professional staff to service participating Shires
3.6.2	The ability to operate the <i>Unit</i> at a cost which is sustainable to participating Shires (i.e. <i>Unit</i> cannot be too expensive as to restrict Shires from participating)	Keep cost to a minimum with particular focus on the commercial income generation and procurement savings potential of the <i>Unit</i> . Also, stress the point of the significant intangible benefits which would be derived from the <i>Unit</i> , specifically assisting already over-burdened staff and retention of quality staff to service region.
3.6.3	Shires viewing the costs associated with the <i>Unit</i> as being “new money” and unaffordable.	Work with Shires to identify the need for them to have an Engineering component for the R2R and RRG road projects, which will assist with (if not fully cover) the costs associated with the introduction and operational cost of the <i>Unit</i>

Participants' Proportions

4.1 Additional and On-Going Operational Costs

There are several methods upon which the apportionment of both the Additional and On-Going Operational Costs may be apportioned i.e.

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The Table above looks at the Shire payment allocation based upon:

- Asset Preservation Model (i.e. Annual Direct Grant Payments);
- Annual Rate Revenue
- Annual Total Revenue;
- Average of all three methods combined
- User Pay/Equal Shortfall Allocation Method

The Shires Direct Grants are calculated from their Asset Preservation Model, hence the use of the latest Direct Grant payments to determine a proportionate ratio for each Shire in the MWRC.

As the Asset Preservation Model (APM) method would be subject to the data in each participating Shire being kept up to date and accurate (i.e. through the RoMan Software System), it may not be an accurate reflection at all times. This method will require a constant annual review of proportional payments as the APM is adjusted, which may create an unnecessary administrative burden on the *Unit*.

The other methods will also require continual update to reflect movements in the data associated with each method

The calculations under *Average of All Methods* reflected very little difference from the simplest calculation method of all, the *Equal Share Contribution*. However, this Service Agreement has opted to utilize the **User Pay/Equal Shortfall Allocation Method** for proportional payment to be made by each participating Shire.

As the *Unit* will not be fully operational until some time during 2008/2009, it is envisaged the funding required from the participating Shires for the Additional and On-Going operational costs will be apportioned for the actual period of operation during 2008/2009. The Shire will be charged monthly in advance by the MWRC based upon the estimates shown at Appendix A, with the first payment commencing one month in advance (if practical) of the date the *Unit* commences.

The MWRC will undertake a review of actual costs incurred for the *Unit* during the last quarter of each financial year and adjust the actual contribution payable by the participant accordingly. Ultimately, however, it will be the intention of the Unit to become financially self sustainable with the preference of returning a financial dividend to participating Shires through revenues / profits generated from contracting arrangements.

4.2 Start-Up Costs

This Plan has been structured so the Shires will be responsible for all initial Start-Up Costs.

The costs have been included in the estimates shown at Appendix A.

The full amount of Start-Up Costs is to be paid in advance to cater for initial recruitment and establishment costs for the new DETS position and *Unit*.

4.3 Vehicle

The Participating Shires are fully liable and responsible for the allocation of funds in the DETS remuneration package for this employee to undertake a *Novated Lease* of the acquisition of a vehicle for this position to a standard type agreed to in accordance with

the Contract of Employment for this position. Lease costs for the vehicle are reflected in Appendix A.

The MWRC will assist the DETS with the lease/acquisition and/or change-over of the vehicle, with the operational cost of the vehicle to be included in the on-going costs of the Service Agreement costs shown at Appendix A.

The Service Agreement reflects all operational costs of the vehicle being the responsibility of the participating Shires, and cost for this expenditure are again reflected in Appendix A.

Alternatives

Possible alternatives to this proposal could be:

Retain the Status Quo

The option of the Shires continuing to obtain external private engineering and technical services is not considered a viable option for the retention and future growth of the MWRC member shires i.e.

Funding Capacity

Research of the current situation indicates there are currently not a lot of funds being allocated to the engineering & technical services by the MWRC Shires, as they appear to be either:

- a) allowing for engineering & technical services in their road works programs, yet not using these funds entirely on this purpose; or
- b) not allowing for engineering & technical services as a component of their road works program costing.

There is the ability for Shires to allocate a percentage of R2R and RRG road works projects towards engineering and technical services, which will alleviate the need for Shires not currently doing this to find new funds for their contribution towards the *Unit*.

For those Shires not currently using the funds they are allocating to engineering & technical services for this purpose (i.e. including in their road works program, yet not spending funds on this purpose), the average cost of gravel sheeting approximately a 1 to 2 km section of road per annum could collectively fund a regional engineering & technical service.

Risk Management

Due to the difficult economic situations faced by many local government across Western Australia, there has been a trend to reduce cost wherever possible, which has been reflected in a, reduction in services. Engineering & technical services appears to one of the areas local governments have sacrificed in recent years, which has left these local governments more open to risk and legal liability challenge, specifically in the road construction and maintenance area of local government operations. This should not be taken as a criticism on how road construction and maintenance work is being carried out; as I am confident the standards in these areas have not reduced. However, there is no (or very limited) professional input evident in the operation, which leaves the local government, elected members and staff more open to legal challenge. This is an issue local

governments across Australia are being increasingly challenged on, now we are living in the “*Age of Litigation*” and an area which must be improved.

Irrespective of the risk management issue, it far more important the Shires introduce best practice standards into the road works area of their operations, as this remains the single biggest operational expenditure of all the MWRC Shires operations and therefore should be undertaken in the most efficient manner possible.

Commercial Benefit

The current situation results in the Shires being *service purchasers*, which results in funds going out of the region. There is a real commercial opportunity for the MWRC Shires to become a *service provider* so both cater for their own engineering & technical service needs and derive an income by offering this service to local governments external to the MWRC region, mining organisations, Main Roads WA, etc.

The MWRC is currently well into negotiations with Main Roads WA to form an *Alliance* for the Integrated Service Agreement (ISA) which will replace the existing MWRA Term Network Contracts (TNC) for maintenance works on the MRWA road networks in the Mid West region.

The TNC for the Mid West region expires in November 2009, which makes it imperative for the MWRC to gear itself up in the area of engineering & technical services for it to be able to seriously enter into an ISA Alliance with MRWA.

The MWRC/MRWA ISA Alliance is a real opportunity for the MWRC to derive significant income into its member Shires and retain (and enhance) upon its existing road works crews, plant & equipment, improved services on local roads, etc. This is too good an opportunity to miss and it is imperative we portray a strong willingness to participate in the Alliance by introducing a MWRC Engineering & Technical Services Unit. Something the *Status Quo* does not portray.

Asset Management

Asset Management is yet another area where local government (specifically rural & remote LGA's) are not undertaking to a satisfactory standard under the existing operations of their organisations. This is not a criticism, simply a fact of inadequate resources and economic constraints which currently exist in these local government authorities.

There is a strong push for legislation to be introduced, which will require local government authorities to undertake asset management to a minimum, best practice industry recognised standard. It is important the MWRC continue to *Stay Ahead of the Game* by embracing Asset Management as part of their core operations now, rather than wait for this to be enforced upon them by legislation, and then grapple with how it can be funded and introduced into their already over-stretched operations.

Retaining the Status Quo will not address the Asset Management requirements of the member Shires, and a collective approach to dealing with this matter through a MWRC engineering & technical service will help Shires address this in a far more cost efficient & effective manner than if Shire attempted to address this individually.

Procurement

The current individualistic approach to procurement of the Shires plant, equipment, road building materials, fuel, etc, is inefficient and real savings can be recognised by those

Shires participating in a newly established MWRC Engineering & Technical Services Unit by undertaking this task on a collaborative basis.

The biggest expenditure items in all MWRC Shire Budgets are within the road works section and the acquisition of plant, equipment, materials, etc, associated with this expenditure area is where most savings can be made. The establishment of the MWRC Engineering & Technical Services Unit, which will be responsible for the joint procurement of items within the section of the Shires budget, is a significant advantage to the current procurement processes being undertaken by member Shires.

The Western Australian Local Government Association already has significant resources available to assist local government authorities in the area of tender processes, specification, evaluation process and procurement processes. The problem is most Shires do not have the resources within their organisations to tap into the WALGA resources and enhance them to suit their own procurement needs. The MWRC Engineering & Technical Service's Unit will be chartered with the establishment and on-going upgrade of these processes and specifications to ensure maximum efficiencies are recognised in this area of the Shire operations.

The joint procurement and asset management approach will also give the Shires a strong bargaining position with suppliers than currently exists with the individualistic approach being undertaken by member Shires.

There is also a commercial opportunity for the MWRC to offer this procurement service to other local governments external to the MWRC on a fee for service basis; therefore creating another income stream for the MWRC and reducing the financial demand required from the member shires for the operational cost of the MWRC.

3.0 Success Measures

Performance Measure	Target	Timeframe
Cost Savings	o Introduction of best practices to the engineering and technical services area of the Shires operations; therefore ensuring limited road funding is maximised and maintenance due to failures for below par practices and procedures is minimised.	On-Going
	o Recognition of real savings for each shire as a result of undertaking joint procurement of plant, equipment, road building materials, etc.	On-Going
	o Long term savings by introducing a joint asset management procedure for all participating Shires.	On-Going
Commercial Opportunities	o Ability to maximise commercial opportunities by offering services from the <i>Unit</i> to local government authorities, Main Roads WA and mining organisations external to the MWRC.	On-Going

Removal of Cross-Boundary Anomalies	<ul style="list-style-type: none"> ○ The MWRC Engineering & Technical Service's Unit operating across all seven Shires will result in standardising policies and procedures in the road works, asset management and procurement areas, which will result in best practice policies/procedures being evident and cross-boundary anomalies removed. 	On-Going
Improved Acquisition to Road Funding	<ul style="list-style-type: none"> ○ It is anticipated the <i>Unit's</i> will be in a position to maximise funding opportunities by providing a professional aspect to the funding application (e.g. RRG, Black Spot, Auslink, etc). ○ Collective Grant applications from a regional body will have greater opportunity of success than an individual Shire application. ○ A combined lobbying and advocacy service provided by the <i>Unit</i> will have far greater affect when seeking government support for road infrastructure improvements for roads of Commonwealth and State government responsibility, than if such lobbying/advocacy was undertaken by an individual Shire. 	On-going.

Performance Monitoring and Reporting

The following performance monitoring measures will be undertaken:

1. Annual Report provided by the MWRC Chief Executive Officer on the on-going operations of the *Unit*. This Report will be presented to the MWRC during the last quarter of each financial year, in readiness for Budget preparation requirements of the *Unit* for the forthcoming financial year.
2. Periodical financial reports to accompany the MWRC Chief Executive Officer's Reports to Council during the year, to provide Council with an update on the operations of the *Unit*.
3. An annual survey of the Shires to determine their satisfaction level and to consider any suggested alterations on how the *Unit* may be improved.

Implementation

	Action	Timing	Responsibility
1	Send request out to all MWRC Shire CEO's requesting they place an amount in their 2008/2009 Budgets for \$30,000 as an indicative annual contribution towards the establishment of the <i>Unit</i> .	13 th June 2008	MWRC CEO
2	Present Draft Service Plan to the TAG for endorsement.	20 th June 2008	TAG Working Group
3	Present Draft Service Plan to the MWRC Council meeting and all MWRC Shires for endorsement in accordance with the MWRC's Establishment Agreement.	2 nd July 2008	MWRC CEO
4	Shires to sign of an endorsed Service Plan/Agreement.	July/August 2008	All MWRC Shires
5	Depending on participation levels and viability of Unit, commence process for the introduction of a Director Engineering & Technical Services to the MWRC.	Aug/Sept 2008	MWRC CEO
6	Recruitment and establishment of <i>Unit</i> completed and service commences.	November/December 2008	MWRC CEO

Other Contents of Service Plan as required under the MWRC Establishment Agreement

Other information which needs to be included in the Service Plans as identified in the Clause 7 of the Establishment Agreement of the Mid West Regional Council, which are not yet included in the document, are as follows:

9.1- Clause 7(e) The proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Service Participants in the event that the Service is wound up.

9.1.1 Winding up by agreement

All Participants may, by agreement, wind up the Service.

9.1.1.1 Division of assets

If the Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets linked to the Service then the property and assets are to be realised and the proceeds, along with any surplus funds, are to be divided among each of the Participants in the same proportion as the contributions of a particular Participant to the assets of the Service bear to the total of such contributions by all Participants.

9.1.1.2 Division of liabilities

If the Services is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Service, then the liability or debt is to be met by each of the Participants in the same proportions as the contributions of a particular Participant to the assets of the Service bear to the total of such contributions by all Participants.

The Shires are responsible for the receipt of entitlements or payment of liabilities (as the case may be) in event the *Unit* is wound up.

All accrued leave upon either termination of the *Unit* or employment of a staff member will form part of the Shires liability.

9.2 - Clause 7(f) The manner of payment of the entitlement or liability referred to in Clause 7(e)

Entitlements or liabilities are to be made by the supply of a Cheque or Tax Invoice (as the case may be) to the Shires after a final acquittal of all accounts associated with the *Unit* have been completed and endorsed as being true and accurate by the MWRC Chief Executive Officer.

9.3 - Clause 7(g) The procedure for the giving of notice by a Service Participant wishing to withdraw from the Service including the period of notice.

The Shires will be committed to participating in the *Unit* until the period ending 30th June 2013, yet maintaining a right to review its ongoing participation during this term at their annual budget deliberations in any given financial year prior to 30th June 2013.

In the event a participating Shire(s) resolves to discontinue participating in the *Unit*, they are required to provide a minimum of 24 months notice commencing from no earlier than the date of annual budget adoption by the participating Shire(s) and shall honor their annual funding contributions during this 24 month period of notice.

9.4 - Clause 7(h) The proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Service Participant when the withdrawal of that Service Participant from the Service takes effect.

When the withdrawal of a Shire(s) takes effect:

- (i) the Shire are not entitled to be paid any amount equal to the proceeds and any surplus funds which would have been payable if the *Unit* was wound up; and
- (ii) the Shire must pay to the MWRC an amount equal to the liability or debt which would be payable by the Participant if the *Unit* was wound up,

9.5 – Clause 7(i) The manner of payment of liability referred to in paragraph 7(h)(ii)

Liabilities are to be made by the supply of a Tax Invoice to the Shires withdrawing from the *Unit* after a final acquittal of all accounts associated with the Service have been completed and endorsed as being true and accurate by the MWRC Chief Executive Officer.

3.1 – Clause 7(j) The amount, if any, of interest payable where contributions are not made on the due date for payment;

- | | | |
|------------------------|---|------------|
| ○ < Two Months Overdue | - | No penalty |
| ○ > Two Months Overdue | - | 10%p.a |

The MWRC Chief Executive Officer may recommend to the MWRC Council a waiver of the interest penalty in the event of the participating Shire(s) providing evidence of valid, mitigating circumstances for non-payment.

The MWRC Chief Executive Officer may recommend an alternative interest penalty rate based upon current interest rate fluctuations in the private sector.

9.7 – Clause 7(k) The entitlement, if any, of a Participant which is not a Service Participant to join the Service and the procedure to be followed including the period of notice to be given by that Participant.

In the event another local government wishes to become a Service Participant, an “entry fee” into the *Unit* will be calculated and negotiated between all parties at this time.

An “entry fee” will include, yet not necessarily limited to, re-apportioning the initial “Start-Up Cost”, “Additional Operational Cost”, “Asset Equities”, etc, incurred by the Shires.

Mid West Regional Council ABN 5163 5613 879	
Chairman (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Carnamah ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Coorow ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Mingenew ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Morawa ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Mullewa ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Perenjori ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

Shire of Three Springs ABN _____	
President (Signature)	Chief Executive Officer (Signature)
Name:	Name:
Date:	Date:

ENGINEERING & TECHNICAL SERVICES UNIT - COST ESTIMATES**APPENDIX A**

	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013
START UP COSTS						
Recruitment Cost (e.g. advertising, interviewing, etc)	\$3,000.00					
Computer HW & SW, Office equip, furniture, etc, for DETS Position	\$6,500.00					
Staff Relocation Expenses (if required)	\$2,500.00					
	\$12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
ON-GOING OPERATIONAL COSTS						
	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
<u>Director Engineering & Technical Services</u>						
Employee (Base Salary index by 3.5%pa)	\$100,000.00	\$103,500.00	\$107,122.50	\$110,871.79	\$114,752.30	\$118,768.63
Leave Loading on 5wks Annual Leave @ 17.5%	\$1,682.69	\$1,741.59	\$1,802.54	\$1,865.63	\$1,930.93	\$1,998.51
Superannuation (9%SGC)	\$9,000.00	\$9,315.00	\$9,641.03	\$9,978.46	\$10,327.71	\$10,689.18
Additional Superannuation (3% Employee Matches)	\$3,000.00	\$3,105.00	\$3,213.68	\$3,326.15	\$3,442.57	\$3,563.06
Housing Allowance/Water/Power - MWRC region	\$14,800.00	\$15,318.00	\$15,854.13	\$16,409.02	\$16,983.34	\$17,577.76
Telephone Expenses (Mobile & Additional Office Phone Use)	\$1,000.00	\$1,035.00	\$1,071.23	\$1,108.72	\$1,147.52	\$1,187.69
Professional Subscriptions & Development	\$2,500.00	\$2,587.50	\$2,678.06	\$2,771.79	\$2,868.81	\$2,969.22
Clothing Allowance	\$500.00	\$517.50	\$535.61	\$554.36	\$573.76	\$593.84
Vehicle Operational Costs (includes FBT)	\$13,000.00	\$13,455.00	\$13,925.93	\$14,413.33	\$14,917.80	\$15,439.92
Vehicle Acquisition - Novated Lease	\$15,000.00	\$15,525.00	\$16,068.38	\$16,630.77	\$17,212.85	\$17,815.29
Total Employee Remuneration Package (as per Contract) Year 1						
\$160,483						
Workers Compensation (4%)	\$4,000.00	\$4,140.00	\$4,284.90	\$4,434.87	\$4,590.09	\$4,750.75
Professional Indemnity Insurance (1%)	\$1,000.00	\$1,035.00	\$1,071.23	\$1,108.72	\$1,147.52	\$1,187.69
Misc Staff Cost (Conf, Training, etc)	\$3,000.00	\$3,105.00	\$3,213.68	\$3,326.15	\$3,442.57	\$3,563.06
LSL Annual Accrual	\$2,000.00	\$2,070.00	\$2,142.45	\$2,217.44	\$2,295.05	\$2,375.37
MWRC Office Equipment Upgrade & Replacement (Reserve)	\$0.00	\$5,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00

Telephone Expenses (Additional Office Phone Use)	\$2,500.00	\$2,587.50	\$2,678.06	\$2,771.79	\$2,868.81	\$2,969.22
Office Consumable	\$2,500.00	\$2,587.50	\$2,678.06	\$2,771.79	\$2,868.81	\$2,969.22
Office Rental (if additional office space required)	\$2,000.00	\$2,070.00	\$2,142.45	\$2,217.44	\$2,295.05	\$2,375.37
Additional Accounting Services - Coorow	\$0.00	\$2,000.00	\$2,070.00	\$2,142.45	\$2,217.44	\$2,295.05
Miscellaneous Expenditure	\$2,500.00	\$2,587.50	\$2,678.06	\$2,771.79	\$2,868.81	\$2,969.22

Sub Total

\$179,982.69	\$190,694.59	\$192,193.90	\$204,920.68	\$205,882.91	\$219,088.81
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MWRC On Cost Calculated at 10% of Total Operating & Additional Op Costs	\$17,998.27	\$19,069.46	\$19,219.39	\$20,492.07	\$20,588.29	\$21,908.88
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GRAND TOTAL OF ALL COSTS	\$ 209,980.96	\$209,764.05	\$ 211,413.29	\$ 225,412.75	\$226,471.20	\$ 240,997.69
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START-UP COST - SHIRE CONTRIBUTIONS

Annual Cost per Shire (subject to seven participating)	\$29,997.28	\$29,966.29	\$30,201.90	\$32,201.82	\$32,353.03	\$34,428.24
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Monthly Operational Cost Payment by Shires to MWRC in Advance

Monthly Cost per Shire (subject to seven participating)	\$2,499.77	\$2,497.19	\$2,516.82	\$2,683.49	\$2,696.09	\$2,869.02
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10.1.11 REFUSE COLLECTION SERVICE DELIVERY UNIT / BUSINESS CASE

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 July 2008
ATTACHMENT	10.1.11 Refuse Collection Service Delivery Unit
FILE	W14

SUMMARY:

Council is being requested to adopt the business case for the provision of a Regional Waste Service with the MWRC.

BACKGROUND:

The MWRC engaged Dallywater Consulting to prepare a business case for the collection of member Shire's refuse. This business case was presented to the MWRC Meeting held on 2 July 2008 and subsequently the MWRC resolved:

1. Council approach all MWRC Shires to obtain an interest in continuing with the Mid West Regional Council Refuse Collection Service Delivery/Business Unit by:
 - a) Forming a Working Group to review the Business Case presented by Dallywater Consulting to determine if the financial and logistical aspects of the Business Case may be altered to make the unit more viable;
 - b) Calling for Expressions of Interest (EOI) for the supply of a regional refuse collection service to MWRC Shires, with the specifications being based upon the revised Business Case.
2. Depending on Shire interest the CEO is to Budget amount in 2008/2009 for external assistance (if required) to produce specifications, advertising, evaluation, etc, for the EOI process.

A copy of the Business case is included at Attachment 10.1.11 which outlines potential costs, logistics and configurations of such a service.

COMMENT:

It was hoped that this Business Case would have been a project that the MWRC could do successfully and also provide a "visual presence" of the MWRC in our region.

This business case is extremely disappointing due to some errors assumed regarding current disposal methods such as taking all rubbish to the Meru site in Geraldton. There is also a problem with the financials showing only a "year 1" cost without showing 5 year projected costs.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Under the suggested business case the Shire of Coorow would have to pay \$102,688. Council has a current budget allocation in the 2008/2009 Budget for \$111,050.

Below is a table of the costs for the member shires:

Shire	No. of 240L lifts per week	Cost per lift	Annual cost
Carnamah	455	\$3.0522	72,215
Coorow	647	\$3.0522	102,688
Three Springs	383	\$3.0522	60,788
Mingenew	193	\$3.0522	30,632
Mullewa	398	\$3.0522	63,168
Morawa	507	\$3.0522	80,468
Perenjori	217	\$3.0522	34,441
TOTAL	2,800		444,400

PUBLIC CONSULTATION:

Consultation has occurred between member shires and Dallywater Consulting. The CEOs of member Councils however are yet to meet formally to discuss this business case.

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION:

That Council request the Mid West Regional Council to form a Working Group to review the Refuse Collection Business Case to determine whether changes can be made for the Service to become viable.

RESOLUTION: 2008-116

Moved: Cr Waite

Seconded: Cr Bothe

That Council request the Mid West Regional Council to form a Working Group to review the Refuse Collection Business Case to determine whether changes can be made for the Service to become viable.

CARRIED 7/0

COMMERCIAL IN CONFIDENCE

BUSINESS CASE

for the implementation of a

REGIONAL WASTE COLLECTION SERVICE

**For the Mid West Regional Council & Shires of
Carnamah, Coorow, Mingenew, Morawa,
Mullewa, Perenjori and Three Springs**

24 June 2008



Naiad Pty Limited trading as Dallywater Consulting
ABN: 97 100 373 359

Phone: 08 9571 0332; Mobile: 0407 114 544; Fax: 08 6210 1330
Address: Lot 316 Patersonia Rd, Chittering, WA 6084
Email: nahrel@mbox.com.au

Business Case Outline

- 1.0 Executive Summary
- 2.0 Objective
- 3.0 Cost/Benefit/Risk Analysis
 - 3.1 Benefits analysis
 - 3.2 Resource Requirements (Cost) Analysis
 - 3.3 Critical Timings
 - 3.4 Financial Analysis Summary
 - 3.5 Risk Assessment
 - 3.6 Sensitivity Analysis
- 4.0 Participants' Proportions
- 5.0 Alternatives
- 6.0 Success Measures
- 7.0 Performance Monitoring and Reporting
- 8.0 Implementation
- 9.0 Other Factors

1.0 Executive Summary

The Business Case examines the feasibility of the Regional Council providing waste collection services to both residential and commercial premises in the seven shires.

The tyranny of distance is a militating factor in developing a service that is both efficient and economically viable.

After investigating a number of scenarios, it is proposed that the most feasible is based on the acquisition of one new 22m³ single person operated refuse compactor. The vehicle has a 10 tonne capacity, is dual axle and can accept between 550 and 650 lifts per load.

The unit would be manned by two operators (each working on alternate days), and home-based in Carnamah. This is essential as each working day is long and should be followed by a rest day. It will also be essential to have a properly trained reserve operator for times of sickness, accident or annual leave.

As reports from other operators and shires is that downtime is a significant issue, especially with ratepayers, back-up to cover breakdown and maintenance will be from a secondhand unit, also home-based at Carnamah.

Until the Regional Council decides on the creation of its own recycling and landfill facility, the waste will be transported to the Meru disposal site.

The present practice within the region of accepting waste in an assortment of bin sizes has been discarded by some larger councils as inefficient, and they have standardised all collections in 240L bins. This Business Case is based on adopting that practice, as no configuration worldwide allows for the side collection of 240L bins from kerbside on the same truck/body as front or rear load operation for larger bins. Providing a specific vehicle to service larger bins across the region is just not practicable.

2.0 Objectives

- 2.1 To undertake residential and commercial waste collections throughout the seven shires of Carnamah, Coorow, Mingenew, Morawa, Mullewa, Perenjori and Three Springs as a Regional Council activity.
- 2.2 Following satisfactory establishment of the service, to investigate and, if feasible, to establish a recycling and disposal facility within the region in substitution for disposal at Meru.

3.0 Cost/ Benefit/Risk Analysis

3.1 Benefits Analysis

(a) Financial Benefits

- The direct costs to the seven shires at present total about \$330,000.
- Based on the proposed lift pattern, the compactor has the capacity at virtually no extra cost to provide additional services to roadside and commercial users who are not serviced by the present contractors.

(b) Social Benefits

- Domiciling the two operators in Carnamah potentially brings new people into the community.
- Servicing the units in the town supports local enterprise.

(c) Environmental Benefits

3.2 Resource Requirements (Cost) Analysis

(a) Financial start-up and operational ongoing costs/requirements

- APPENDIX A details the likely costs of acquiring the principal and back-up units. The recommended principal unit, manufactured by MacDonald Johnston Engineering, is somewhat dearer than that from Wastemaster, but trendsetters in the waste collection industry prefer it because of its more robust construction and consequent lower operating downtime and associated costs, and the excellent support provided by this manufacturer.
- The economic life of the new unit is assumed to be five years, and the financial costings for acquisition are on that basis.
- The alternative of gas to diesel has been studied by Cleanaway. Their conclusion was that, as the conversion cost to gas was about \$60,000, the vehicle would have to have an economic life of at least seven years to break even with the diesel alternative.

(b) Social start-up and operational ongoing costs/requirements

Operators and their back-up will need training in equipment operation and day-to-day maintenance.

(c) Environmental start-up and operational ongoing costs/requirements

3.3 Critical Timings

The only matter that requires prompt consideration is the acquisition of the back-up unit. Two units are shortly to be sold by Geraldton and, as their maintenance history is known, it would be useful to negotiate the purchase of the better unit.

3.4 Financial Analysis Summary

See APPENDIX A.

3.5 Risk Assessment

Risk	[A] Likelihood	[B] Consequences	[C] Risk Rating [A x B = C]	Risk Treatment Strategy/Actions
	1 = Lowest 5 = Highest	1 = Low impact 5 = High impact	1 = Lowest 25 = Highest	
Underestimation of actual costs	1	4	4	-
Budget constraints of individual NHMS	1	4	4	-
Timing (i.e. Budget Cycles)	1	2	2	-
Inability to attract compactor operators	2	4	8	Principally a matter of providing an attractive salary and conditions
Vehicle breakdown	3	4	12	Ensuring that the back-up unit is properly serviced and maintained and on standby at all times
Operator accident or illness	2	5	10	Having two operators minimises this risk, but it will be sensible to have another shire worker trained to operate the unit

Risk Matrix Table

Likelihood of Risk

What are the chances that the risk event will occur?

Highest (5): indicates that the event is almost certain to occur

High (4): indicates that the event is highly likely to occur

Medium (3): indicates that the event is likely to occur

Low (2): indicates that the event is not likely to occur, but could occur

Lowest (1): indicates that the event is very unlikely to occur

Consequences of Risk

If the risk event occurs, what will be the impact on the proposal and/or organisation?

Highest (5): indicates that the event has a catastrophic impact on the organisation

High (4): indicates that the event has a significant impact to the proposal

Medium (3): indicates that the event will impact the proposal

Low (2): indicates that the impact is relatively minor to the proposal

None (1): indicates that the risk will not impact the proposal

Risk Treatment Strategy/Actions

Only need to consider Strategies/Actions for any item with a Risk Rating greater than 16.

Any item with a Risk Rating below 5 should not require any attention at all.

Combining the likelihood and consequences gives the rating of the risk:

Highest risk: = $5 \times 5 = 25$ (almost certain catastrophe)

Lowest risk: = $1 \times 1 = 1$ (very unlikely, and no impact)

3.6 Sensitivity Analysis

The most important assumptions upon which this Business Case was based include:

	Issues	Techniques to Address Issues
3.6.1	Resistance to the adoption of the 240L bins as the only bins which will be serviced	An educational program to users explaining the cost benefits of using only one type of bin. Arranging alternatives for disposal of bulky goods, particularly cardboard and similar packaging
3.6.2	Servicing complaints will still be directed to individual shires, not MWRC	Shire staff to be trained in the procedure needed to ensure prompt complaint resolution by MWRC

4.0 Participants' Proportions

While it could be argued that distance from a shire to the Meru facility could be a determinant in apportioning the total costs of the service, it is considered instead that a single charge per bin across the region is a simple and quite fair basis for apportionment.

Shire	No. of 240L lifts per week	Cost per lift	Annual cost
Carnamah	455	\$3.0522	72,215
Coorow	647	\$3.0522	102,688
Threesprings	383	\$3.0522	60,788
Mingenew	193	\$3.0522	30,632
Mullewa	398	\$3.0522	63,168
Morawa	507	\$3.0522	80,468
Perenjori	217	\$3.0522	34,441
TOTAL	2,800		444,400

5.0 Alternatives

A number of alternatives were considered

5.1 240L Domestic and 3m3 Commercial collection

Configurations to service kerbside (240litre) and commercial bins (up to 3m3) would have to be as follows:

- Option 1 - One side lift truck for kerbside collections and 1 front lift truck for commercial collections; or
- Option 2 - One truck with rear-lift capacity for receptacles of all sizes (no front lift truck can handle 240L bins).

Comments on configurations:

- Option 1
 - The option is expensive – the two 22m3 vehicles would cost approximately \$300K and \$320K respectively (or \$440K each for 30m3 capacity).
 - The option would require either two similarly configured support vehicles to cover downtime due to servicing or breakdown or one support vehicle with rear-lift capacity (but see operator issues below).
 - The shires would be required to replace larger bins (at present supplied by contractors) with own stock (at a cost of ~\$1,200-\$1,500 per 3m3 bin).
- Option 2
 - This option is less expensive - \$320K for one 22m3 vehicle.
 - The option would still require a support vehicle with rear-lift capacity.
 - Collection of kerbside bins becomes a significant issue -
 - The operator either has to exit the cab at every bin to place it on the back (i.e. non-

automated lifting) or needs a support crew person.

- The process adds significantly to collection times.
- Climbing in and out of the cab at every bin creates safety issues (e.g. injury from strains; exposure to traffic).

5.2 240L Domestic and Commercial collection (the preferred option)

The configuration to service kerbside (240litre) and commercial bins (240litre) would be on the following basis.

- One new 22m³ side lift truck (\$300K) for domestic and commercial 240litre MGB collections and one second hand side lift support vehicle.
- Convert all commercial collections to 240litre (equivalent) services (i.e. 3m³ service becomes 12 x 240litre MGBs).

Comments

- In the initial year, charge the same rate as the equivalent service (i.e. charge 12 x 240L at the 3m³ rate, as collection only takes a minute or two longer).
- For commercial users consider the option of per lift cost (i.e. less bins collected, less cost per month. This would require monthly accounts rather than an annual charge, but it would create an incentive to remove recyclables from the waste stream, reducing collection costs.)
- Provide options for bulky material (e.g. free disposal of recyclables at transfer station or drop off/recycling centre; assistance from recycling companies such as Amcor and Visy for provision of cardboard balers).
- The option requires an education program (including stakeholder liaison) for commercial customers prior to introduction.
- The 240litre commercial service could be extended to others currently serviced by private contractors. The planned collection routes provide some excess capacity for offering this service.
- The provision of 240litre bins to commercial premises will have to be met by the shires. They could be purchased in bulk by the MWRC with probable savings to each shire.

5.3 Continue the present collection systems

There are some benefits of continuing the present arrangements.

- Ratepayers, both residential and commercial, are used to the present service.
- There is no need to convert commercial services to the use only of 240L bins.
- The current services appear cost effective.

The weaknesses include

- Lack of flexibility for new services or service configuration (e.g. Implementation of recycling may reduce volumes (and weight) of waste material and therefore offer opportunities for reductions in

receptacle size (e.g. to 140L bins), but collection services still charge per lift, rather than by disposal weight).

6.0 Success Measures

Performance Measure	Target	Timeframe
Cost Savings		
Improved efficiencies of services	Collection methodology rationalised (i.e. routes, timing etc)	End of 1 st year
Ratepayer satisfaction	No Complaints	End of 1 st year
Extension of services to other users	Collection extended to include all commercial premises in region	End of 1 st year

7.0 Performance Monitoring and Reporting

The following performance monitoring measures will be undertaken:

4. Annual Report provided by the MWRC Chief Executive Officer on the on-going operations of the service. This Report will be presented to the MWRC in April each year, in readiness for Budget preparation requirements of the service for the forthcoming financial year.
5. Periodical financial reports to accompany the MWRC Chief Executive Officer's Reports to Council during the year to provide Council with an update on the operations of the *service*.
6. An annual survey of the NMHS to determine their satisfaction level and to consider any suggested alterations on how the service may be improved.

8.0 Implementation

	Action	Timing	Responsibility
1	Prepare Regional Service Tender Documents		
2	Advertise Tender for Regional Service		
3	Compare quoted Service costs to Business Case		
5	Select Service Provider		
6	Formalise Service Agreement		

9.0 Other Factors

10.1.12 MWRC – ROAD SWEEPER

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	July 2008
FILE	W14

SUMMARY:

Council has been requested by the MWRC to determine whether it is interested in jointly purchasing a Street Sweeper to be used within the MWRC region.

BACKGROUND:

This item was presented to the MWRC at its meeting on the 2nd July 2008 and the MWRC resolved:

1. Council approach all MWRC member Shires to determine if they are interested in participating in a MWRC Street Sweeping Unit, based upon the indicative figures identified for the acquisition of a Street Sweeper by either lease or loan;
2. Depending on the number of Shires interested in participating in the Street Sweeping Unit the CEO, in conjunction with the MWRC TAG, be delegated authority to develop a Service Plan for the introduction of this Service and present this plan to member Shires prior to seeking MWRC endorsement; and
3. In the event a Service Plan is agreed to by participating MWRC member Shires the CEO is to bring the Plan back to the MWRC for endorsement as per the requirements of the MWRC Establishment Agreement.

COMMENT:

The costs of this project are prohibitive and Council can currently utilise the Shire of Carnamah's street sweeper and it is not recommended that this service be considered. There is no benefit in purchasing a new Road Sweeper as Carnamah's machine is adequate for our needs.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Costs for a new street sweeper have been estimated by ISIS Capital (for the MWRC) at \$192,000. The MWRC was presented with both a lease and loan option.

Lease figures from ISIS Capital are as follows:

Plant	Replacement Timeframe (yrs)	Purchase Price	Trade-In Estimate	Present Value of Trade-In	Net Cash Cost (PV)	Quarterly Rental Inc WALGA Levy	PV of Rentals	Opportunity Cost	Net Rental Cost	Benefit	No Financial Benefit
Road Sweeper	3	\$192,000	\$0	\$0	\$192,000	\$13,742	\$148,232	\$28,411	\$119,820	\$72,180	\$0
Road Sweeper	4	\$192,000	\$0	\$0	\$192,000	\$12,710	\$176,026	\$33,291	\$142,736	\$49,264	\$0
Road Sweeper	5	\$192,000	\$0	\$0	\$192,000	\$11,382	\$189,832	\$38,859	\$150,973	\$41,027	\$0
Road Sweeper	7	\$192,000	\$0	\$0	\$192,000	\$9,686	\$210,253	\$47,429	\$162,823	\$29,177	\$0

Costs were also calculated on quotations from the WA Treasury for a 3, 5 and 10 year loan, these tables are shown below:

Client: ~~Municipal~~ Regional Council ("the Borrower") -
Interest Rate: 7.8700% p.a. * (Semi Annual Compounding)
3.8350% * effective Semi Annual
* These rates do not include the government guarantee fee.
Lending Date: 24 June 2008
Maturity Date: 24 June 2011
Loan Amount: \$ 192,000.00
Schedule Basis: 6 Semi Annual repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
24 Dec 2008	162,933.42	29,066.58	7,363.20	36,429.78	57.76	36,487.54
24 Jun 2009	132,752.14	30,181.28	6,248.50	36,429.78	57.76	36,487.54
24 Dec 2009	101,413.40	31,336.74	5,091.04	36,429.78	57.76	36,487.54
24 Jun 2010	68,872.82	32,540.58	3,889.20	36,429.78	57.76	36,487.54
24 Dec 2010	35,084.31	33,788.51	2,641.27	36,429.78	57.76	36,487.54
24 Jun 2011	0.00	35,084.31	1,345.48	36,429.79	57.74	36,487.53
Totals:		192,000.00	26,578.69	218,578.69	346.54	218,925.23

Client: ~~Mitchell~~ Regional Council ("the Borrower") -
Interest Rate: 7.5700% p.a. * (Semi Annual Compounding)
3.7850% * effective Semi Annual
* These rates do not include the government guarantee fee.
Lending Date: 24 June 2008
Maturity Date: 24 June 2013
Loan Amount: \$ 192,000.00
Schedule Basis: 10 Semi Annual repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
24 Dec 2008	175,848.02	16,151.98	7,267.20	23,419.18	55.74	23,474.92
24 Jun 2009	159,084.69	16,763.33	6,666.85	23,419.18	55.74	23,474.92
24 Dec 2009	141,686.87	17,397.82	6,021.36	23,419.18	55.74	23,474.92
24 Jun 2010	123,630.64	18,066.33	5,362.85	23,419.18	55.74	23,474.92
24 Dec 2010	104,890.78	18,739.76	4,679.42	23,419.18	55.74	23,474.92
24 Jun 2011	85,441.72	19,449.08	3,970.12	23,419.18	55.74	23,474.92
27 Dec 2011	65,266.61	20,185.21	3,233.97	23,419.18	55.74	23,474.92
25 Jun 2012	44,307.29	20,949.22	2,469.96	23,419.18	55.74	23,474.92
24 Dec 2012	22,666.14	21,742.15	1,677.03	23,419.18	55.74	23,474.92
24 Jun 2013	0.00	22,666.14	854.09	23,419.23	55.69	23,474.92
	Totals:	192,000.00	42,191.85	234,191.85	557.35	234,749.20

Client: ~~Mitchell~~ Regional Council ("the Borrower") -
Interest Rate: 7.4700% p.a. * (Semi Annual Compounding)
3.7350% * effective Semi Annual
* These rates do not include the government guarantee fee.
Lending Date: 24 June 2008
Maturity Date: 24 June 2015
Loan Amount: \$ 192,000.00
Schedule Basis: 14 Semi Annual repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
24 Dec 2008	181,311.31	10,686.69	7,171.20	17,859.89	55.50	17,915.39
24 Jun 2009	170,223.40	11,087.91	6,771.98	17,859.89	55.50	17,915.39
24 Dec 2009	158,721.35	11,602.06	6,357.84	17,859.89	55.50	17,915.39
24 Jun 2010	146,789.70	11,831.65	5,926.24	17,859.89	55.50	17,915.39
24 Dec 2010	134,412.41	12,377.29	5,482.60	17,859.89	55.50	17,915.39
24 Jun 2011	121,672.82	12,839.59	5,020.30	17,859.89	55.50	17,915.39
27 Dec 2011	108,253.67	13,319.15	4,540.74	17,859.89	55.50	17,915.39
25 Jun 2012	94,437.05	13,816.62	4,043.27	17,859.89	55.50	17,915.39
24 Dec 2012	80,104.38	14,332.67	3,527.22	17,859.89	55.50	17,915.39
24 Jun 2013	65,236.39	14,867.99	2,991.90	17,859.89	55.50	17,915.39
24 Dec 2013	49,813.08	15,423.31	2,436.58	17,859.89	55.50	17,915.39
24 Jun 2014	33,813.71	15,999.37	1,860.52	17,859.89	55.50	17,915.39
24 Dec 2014	17,216.76	16,596.95	1,262.94	17,859.89	55.50	17,915.39
24 Jun 2015	0.00	17,216.76	643.05	17,859.81	55.47	17,915.28
	Totals:	192,000.00	58,038.38	260,038.38	776.97	260,815.35

If all Councils were to participate in the service these costs would need to be split by 7 and there would obviously be a MWRC administration fee.

The MWRC would need to prepare a Service Plan as per the Establishment Agreement if this was to be progressed any further.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council advise the Mid West Regional Council that it will not participate in a Regional Road sweeping service.

RESOLUTION: 2008-117

Moved: Cr Waite

Seconded: Cr McTaggart

That Council advise the Mid West Regional Council that it will not participate in a Regional Road sweeping service.

CARRIED 7/0

10.1.13 MID WEST REGIONAL COUNCIL – DRY SEASON WORKING GROUP

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 July 2008
ATTACHMENT	10.1.13 MWRC Letter of explanation
FILE	W14 Mid West Regional Council

SUMMARY:

Council is being requested to contribute \$500 per year to the Mid West Regional Council for the ongoing administration/facilitation role it has been asked to undertake on behalf of the Dry Season Community Working Group.

BACKGROUND:

Council considered this item at the May 2008 Ordinary Meeting of Council. It was requested that the CEO seek further clarification from the Mid West Regional Council regarding the cost and role of the MWRC to this project. Following is an excerpt from the May 2008 Agenda for Councillors information:

The Mid West Regional Council has written to Council requesting that Council contribute \$500 per year to the Mid West Regional Council for the ongoing administration/facilitation role it has been asked to undertake on behalf of the Dry Season Community Working Group.

The amount of \$500 is based on all eleven Local Governments that are part of the Dry Seasons Community Working Group contributing equally and the Minister for Agriculture matching this amount giving the total amount of \$11,000 to the Mid West Regional Council for the ongoing administration/facilitation role it will be undertaking on behalf of the Dry Season Community Working Group.

COMMENT:

The amount of \$500 to the Mid West Regional Council for the administration/facilitation role seems in order.

FINANCIAL IMPLICATIONS:

\$500 per year to the Mid West Regional Council as long as the dry seasons community working group is in operation.

OFFICER RECOMMENDATION:

That:

1. Council places an amount of \$500 in the Budget allocations per year as a contribution to the Mid West Regional Council for the administration/facilitation role on behalf of the Dry Season Community Working Group; and
2. the first budget allocation commence from the 2008/09 Budget.

COMMENT:

Council has received a reply from the Mid West Regional Council that outlines the information requested on the \$500 Donation. This is included at Attachment 10.1.13 for Councillors Information.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Nil

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

\$500 per year to the Mid West Regional Council as long as the dry seasons community working group is in operation.

PUBLIC CONSULTATION:

No public consultation on this issue has been taken.

VOTING REQUIREMENT

Simple Majority.

OFFICER RECOMMENDATION:

That:

1. Council voluntarily pay an amount of \$500 to the Mid West Regional Council towards the costs for the administration/facilitation role on behalf of the Dry Season Community Working Group; and
2. The CEO undertakes the necessary budget allocations in future budgets.

RESOLUTION: **2008-118**

Moved: Cr Bothe

Seconded: Cr Waite

That:

1. Council voluntarily pay an amount of \$500 to the Mid West Regional Council towards the costs for the administration/facilitation role on behalf of the Dry Season Community Working Group; and
2. The CEO undertakes the necessary budget allocations in future budgets.

CARRIED 7/0



MID WEST REGIONAL COUNCIL

Strength through unity

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PO Box 3776, Bluff Point, Geraldton, WA 6530
(08) 9921 0521 or (08) 9921 0524
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www.mwrc.wa.gov.au

Your Ref: W14
Our Ref: 701.07

Mark Hook
Chief Executive Officer
Shire of Coorow
PO Box 42
COOROW WA 6515

Dry Season Community Working Group (DSCWG) – Funding Assistance

In response to your letter dated 29th May 2008 where you required further information on the request for \$500 for the Mid West Regional Council to undertake the administration tasks associated with the DSCWG.

As the DSCWG is basically a *voluntary* Group of local governments in the north eastern agricultural area of the State the consensus was to ask those local governments if they would *voluntarily* contribute towards the administration costs of its operations.

The Minister for Agriculture and Food, Hon. Kim Chance, clearly stated at the last DSCWG meeting he would *assist* with the administration costs of the Group. It was never indicated he would *pay for* these cost as stated in your letter. Based upon this understanding an approach was made to all eleven local government authorities involved in the DSCG to voluntarily contribute \$500 each, and to request the Minister match the total amount of the local government contribution i.e.

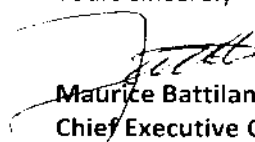
- Local Government \$5,500 (in total in all eleven LGs contributed)
- Minister \$5,500 (matching contribution)

It was also agreed the full amount contributed would be placed in the MWRC's Trust Account and not drawn on unless used to ensure these funds did not get lost in the MWRC general operations.

At the time of writing most local governments have agreed to contribute the \$500 as has the Minister to contribute \$5,500 (irrespective of whether all LGs contributed or not).

I trust this assist with your enquiries.

Yours sincerely


Maurice Battilana
Chief Executive Officer

9th June 2008

10.2 MANAGER REGULATORY SERVICES:

10.2.1 PROPOSED SINGLE DWELLING – LOT 799 PETHICK LOOP, GREEN HEAD

AUTHOR	Ian D'Arcy – Shire of Chapman Valley Planner
APPLICANT	N & J Gascoyne
DATE OF REPORT	8 July 2008
ATTACHEMNTS	10.2.1a Plans for Lot 799 Pethick Loop
FILE	Lot File

SUMMARY:

Council is being requested by N & J Gascoyne to grant approval for a building licence to erect a house and below ground swimming pool at Lot 799 Pethick Loop, Green Head.

BACKGROUND:

Council, in February of this year, received an application for a building licence to erect a house and below ground swimming pool on Lot 799 Pethick Loop, Green Head. A copy of the plans are included at Attachment 10.2.1a.

In summary the proposed house is a 4 bedroom/2 bathroom concrete tilt panel building, with a common living area and double lock up garage incorporated under the main roof. The below ground concrete swimming pool is also proposed to be installed together with a brick/masonry fence erected to form a back drop on the boundary to a maximum height of 2.0 metres.

Figures 1 and 2 provide an understanding of the location and nature of the subject property:

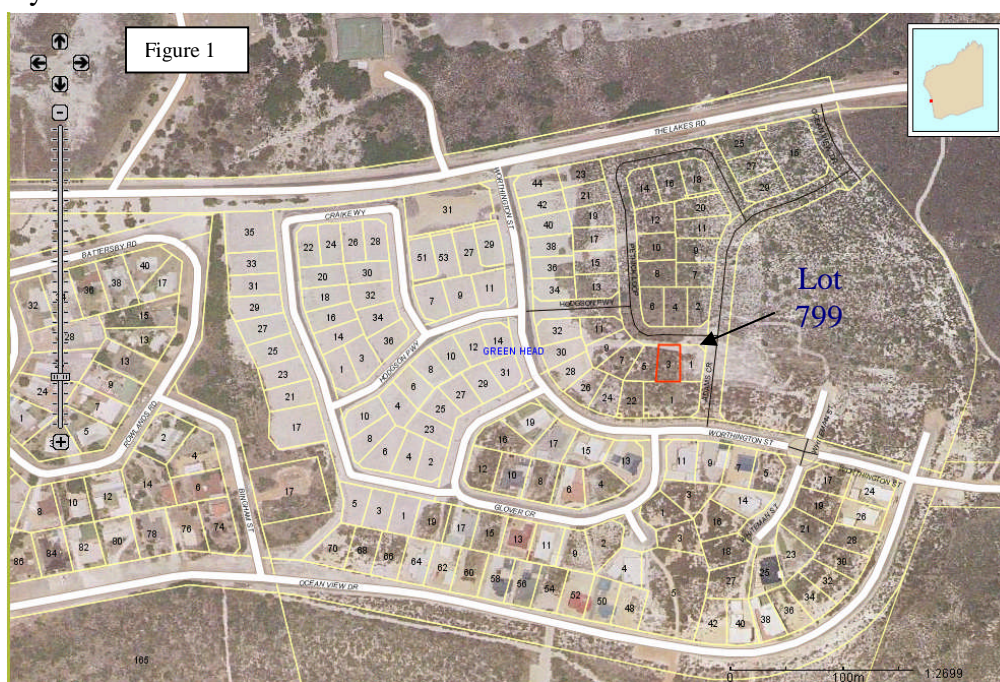




Figure 2 - photo of the subject property taken from the road looking south

The subject lot is 580 m² in area, almost rectangular in shape, and zoned 'Residential R15' under the *Shire of Coorow Town Planning Scheme No.2*. The proposed house is also required to comply with the *Western Australian Residential Design Codes* (R Codes), unless otherwise approved by the Council, and is partially regulated by the *Green Head South Bay Development Guidelines*.

Upon subsequent dealings with the proponent due to a level of non-compliance with the R Codes the applicant has since:

- (a) Expressed frustration over the initial information and direction provided by Council officers in regard to the prescribe planning requirements, as he was lead to believe the initial application achieved compliance with the required boundary setback distances;
- (b) Acted on advice from Council officers provided in the latter half of 2007, and proceeded to order the manufacture of concrete tilt panels and roof trusses with evidence in this regard tabled with the CEO on 3 July 2008;
- (c) Organised tradesmen to commence in mid August 2008 site works, poor concrete slab, and commence erection of the dwelling components on the understanding a building licence would be forthcoming for the Shire; and
- (d) Submitted a revised set of plans in June 2008 of this year (refer to Attachment 10.2.1b) at the request of the Chapman Valley Planning Department in an effort to achieve the necessary compliance with the R Codes.

COMMENT:

As reflected above, this application is being presented to the Council as:

1. There appears to have been a strong element of miscommunication and misunderstanding between the proponent and the previous Manager of Community Services for the Shire in regard to specific planning requirements/standards;
2. The proponent, in good faith, has acted on the advice received from the Shire and accordingly has committed funds to commence construction of the proposed house, with it suggested to be difficult and costly to significantly alter the building design;
3. The initial application assessed by the Chapman Valley Planning Department concluded the proposed house is too big for the lot size and in part fails to comply with the required standards for the 'Residential R15' zoning density as prescribed by the R Codes.

In consideration of the above points the following comments are offered:

- In regard to the first point it would appear that this is not the only incident where landowners and government agencies have expressed concern over misguided planning information. However, it is recommended the Council focus on exercising discretion in consideration of the nature of the development through an orderly and proper planning approach to achieve an amicable outcome.
- On the second point it is acknowledged the proponent is well advanced in the manufacture of the wall panels and roof trusses, and the planning for commencement of erection of the building. With this in mind staff has given an assurance that should planning consent be granted for the proposed house design and revised site plan, as included at Attachment 10.2.1b, every effort will be made to ensure planning and building approvals are issued in a timely manner. Conversely, should the application be refused by the Council the proponent will likely incur additional cost and time delay in amending the house design to achieve full compliance. This in turn may lead to an appeal being lodged with the State Administrative Tribunal – refer to further comment under Financial Implications below.
- In relation to the third point, as mentioned above, the initial plan fell well short of necessary compliance with the R Codes. The following Table 1 provides a simple understanding of the level of non-compliance highlighted in bold (also refer to site plan in Attachment 10.2.1a):

Setbacks	Required	Provided
Front (Ave)	6.0 metres– min 4.5 metres for garage	8.0 metres
Rear	6.0 metres	1.5 metres
Side/s	1.0 – 1.5 metres depending on openings	Nil - Parapet wall to Garage

Table 1 – Basic setback distanced prescribed by R Codes April 2008) against initial site plan (Feb 2008)

With this explained, the proponent proceeded to trim the size of the house where possible and move it forward on the lot in an attempt to achieve compliance (refer to Attachment 10.2.1b revised site plan). An assessment of the revised plan has been completed with the following Table 2 demonstrating where compliance is still lacking:

Setbacks	Required	Provided
Front (Ave)	6.0 metres – min 4.5 metres for garage	6.0 metres averaged with garage setback 5.0 metres
Rear	6.0 metres	5.0 metres
Side/s	1.0 – 1.5 metres depending on openings	Nil - Parapet wall to Garage

Table 2 – Basic setback distances prescribed by R Codes (April 2008) against revised site plan (June 2008)

As shown in Table 2 the application still fails to accord with the prescribed standards. However, with this acknowledged and taking into account the circumstances detailed in points 1 and 2 above the following points are made:

- a. The increase in the rear boundary setback from 1.5 to 5.0 metres is considered sufficient to establish a rear yard area, and once enclosed by boundary fencing the reduction of 1.0 metre will not be evident nor expected to set an undesirable precedent for other landowners to follow.
- b. The construction of a parapet wall on the side boundary to accommodate the garage has received verbal consent from Lardcorp, being the neighbour and affected landowner at this time. Should the Council support the parapet with a nil setback it is intended to send a copy of the planning approval to Landcorp to ensure all prospective purchasers of the neighbouring lot will be informed of the parapet wall, if at the time the wall hasn't been erected.

On the matter of precedent in regards to the parapet wall the R Codes does not generally support walls of this nature being erected on boundaries within the 'Residential R15' zone. However, the Council can choose to prepare and adopt a Local Planning Policy pursuant to the provisions of the Town Planning Scheme to allow for such walls to be erected on the side boundaries in the designated 'Residential' zones, including the 'R15' density areas, providing the Council is satisfied the streetscape will not be adversely affected or compromised and landowner consultation is undertaken and duly considered. Presently, no such policy exists for the Shire of Coorow, although, the Council may seek to prepare a Local Planning Policy should the approval of this application set a precedent by others requesting the same entitlement.

In any event, should the Council support this concession, it is suggested the finish and colour of the external face of the parapet be to the satisfaction of the adjoining landowner, be it Landcorp or a prospective purchaser.

Another concession also being sought for this development (but not integral to points 1 and 2 above) is the erection of a masonry fence along the eastern side boundary to 2.0 metres high. As mentioned this is to form a backdrop to a proposed below-ground concrete swimming pool, also included as part of this application. Ordinarily, in the absence of a Local Law or Planning Policy on the standard of fences the height of a

boundary fence is assumed to be 1.8 metres unless otherwise approved by the Council. In considering the request to increase the height to 2.0 metres it is recommended consultation be undertaken with the neighbouring landowner in the first instance, again being Landcorp, with delegation being granted to the CEO to issue planning consent upon satisfactory comment being submitted by the neighbour.

STATUTORY ENVIRONMENT:

Pursuant to the Shire of Coorow Town Planning Scheme Zoning Table 1 a Dwelling is a permitted use in the 'Residential' zone subject to compliance with the Scheme and R Code provisions.

Specifically, Clause 2.5.2 of the R Codes grants the Council discretionary power to vary the prescribed standards under Table 1 of the Codes (with the exception of minimum site areas) providing the proposal accords with:

- Stated purpose and aims of the Town Planning Scheme;
- General provisions and explanatory provisions of the Codes;
- Any relevant Local Planning Policy; and
- The proper and orderly planning of the locality.

In response to these requirements it is viewed the requested concessions (reduction in rear boundary setback and parapet wall on the side boundary) under the circumstances will not adversely affect the local amenity nor compromise the streetscape presentation given the 'greenfield' nature of the South Bay subdivision.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

As previously mentioned due consideration may need to be given to the preparation of Local Planning Policies to provide specific direction and guidance suited to the South Bay locality of Greenhead.

FINANCIAL IMPLICATIONS:

Should the Council refuse the proposed development based on non-compliance with the standards prescribed by the *Residential Design Codes* there is a possibility the proponent could lodge a Class 1 Appeal with the State Administrative Tribunal that would have an impact on the Council's budget. Generally, this would be through gaining appropriate representation to defend the Council's decision, which in this instance could not be provided by Chapman Valley due to the staff recommendation being in support the application (revised site plan).

Additionally, the proponent could seek a claim for compensation against the Council based on the initial officer advice and any financial loss incurred should the requested concessions be refused.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That the Council resolve to:

1. grant formal planning consent for a dwelling to be constructed on Lot 799 Pethick Loop, Green Head (based on the revised plans provided in Attachment 10.2.1b to this report) subject to the following conditions:
 - (a) The development shall be in accordance with the attached approved plan(s) dated 16 July 2008 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.
 - (b) The house shall be sited on the lot in accordance with the revised site plan endorsed 16 July 2008.
 - (c) The external (western) face of the parapet wall for the garage shall be of a textural finish consistent with the balance of the house and presented in a neutral colour of off white or cream, unless otherwise agreed to by Landcorp, with acceptance of such agreement on the finish/colour to be submitted to the Shire within 3 months from the issue of a building licence.
 - (d) The roof cladding for the house shall be tiled or of a colourbond metal deck finish in a colour complimentary to the coastal environs. The use of zincalume cladding or similar is not permitted.
 - (e) All storm-water runoff from impervious surfaces (roof and paved areas) shall be contained within the property boundaries, and re-used or disposed of through an acceptable drainage system such as underground soak wells.
 - (f) The driveway/car-parking bays and access crossover from the street shall be consistent in material, colour and pattern, with the exception of an existing footpath.
 - (g) All water tanks and clothes drying areas shall be positioned to the rear of the property or alternatively placed behind a privacy screen complimentary in material and colour with the house and boundary fencing.
 - (h) The balance of the side and rear boundary fencing shall be no greater than 1.8 metres in height and complimentary in colour with the house. The use of bare zincalume metal, bare galvanized metal or unpainted hardi-fence or the like is not permitted.

Notes

- o The applicant is reminded that all future development (ie sheds/carports, patio/verandah extensions, letterbox, and front

boundary fencing) is to accord with the Policy Objectives of the *Green Head South Bay Development Guideline*, endorsed as the Shire of Coorow Local Planning Policy 6.6.6, that may be amended from time to time.

- This approval is valid for a period of two (2) years from the date of approval and will be deemed to have lapsed if the development has not substantially commenced before the expiration of this period.
 - Should the applicant be aggrieved by the decision of the Council (in part or whole) a right of appeal exists to the State Administrative Tribunal within twenty eight (28) days from the date of the decision; and
2. issue delegation to the Chief Executive Officer to grant planning consent for a section of the eastern side boundary fence to be constructed of a masonry finish to 2.0 metres in height upon written consent from the adjoining landowner being submitted to the Shire.

RESOLUTION: 2008-119

Moved: Cr Waite

Seconded: Cr Williams

That the Council resolve to:

1. *grant formal planning consent for a dwelling to be constructed on Lot 799 Pethick Loop, Green Head (based on the revised plans provided in Attachment 10.2.1b to this report) subject to the following conditions:*
- (i) The development shall be in accordance with the attached approved plan(s) dated 16 July 2008 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.*
 - (j) The house shall be sited on the lot in accordance with the revised site plan endorsed 16 July 2008.*
 - (k) The external (western) face of the parapet wall for the garage shall of a textural finish consistent with the balance of the house and presented in a neutral colour of off white or cream, unless otherwise agreed to by Landcorp, with acceptance of such agreement on the finish/colour to be submitted to the Shire within 3 months from the issue of a building licence.*
 - (l) The roof cladding for the house shall be tiled or of a colourbond metal deck finish in a colour complimentary to the coastal environs. The use of zincalume cladding or similar is not permitted.*
 - (m) All storm-water runoff from impervious surfaces (roof and paved*

areas) shall be contained within the property boundaries, and re-used or disposed of through an acceptable drainage system such as underground soak wells.

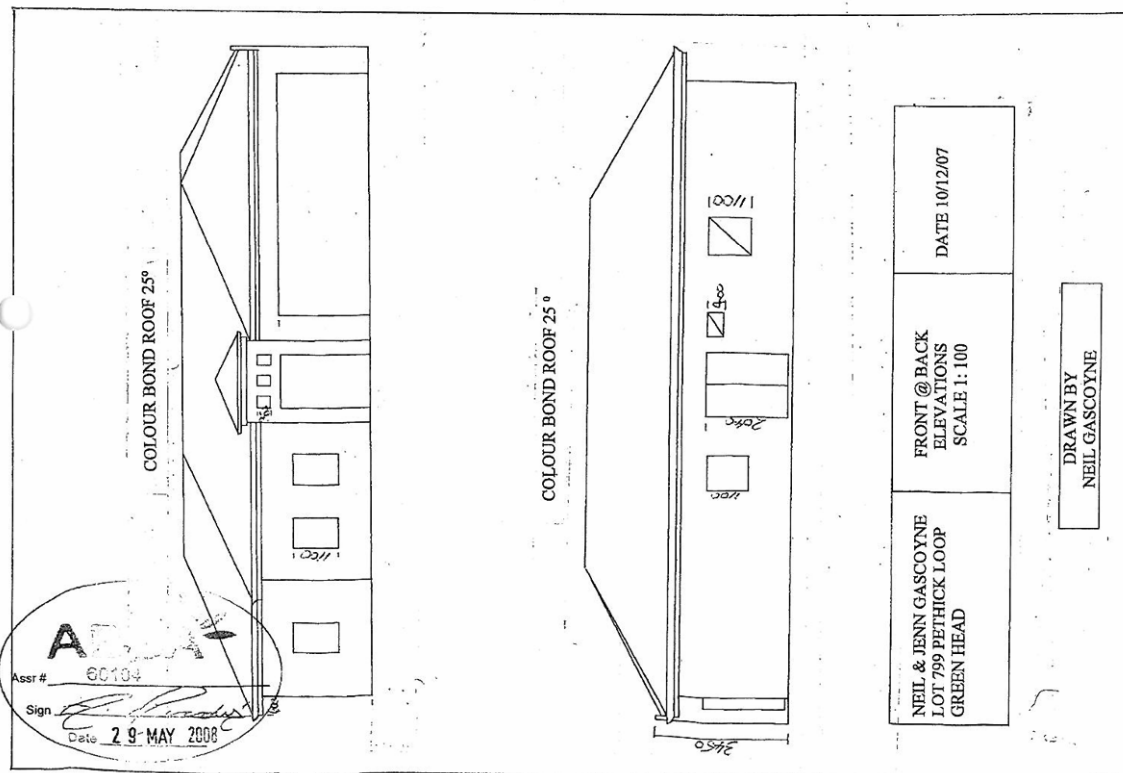
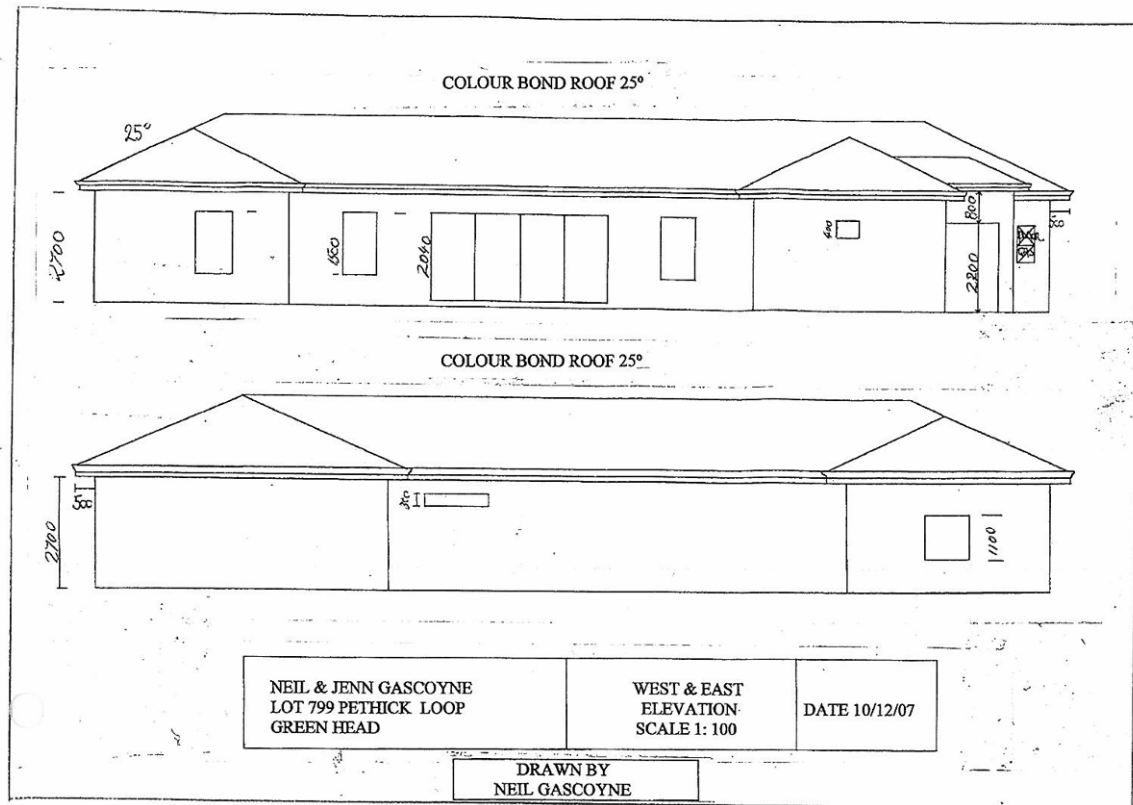
- (n) The driveway/car-parking bays and access crossover from the street shall be consistent in material, colour and pattern, with the exception of an existing footpath.
- (o) All water tanks and clothes drying areas shall be positioned to the rear of the property or alternatively placed behind a privacy screen complimentary in material and colour with the house and boundary fencing.
- (p) The balance of the side and rear boundary fencing shall be no greater than 1.8 metres in height and complimentary in colour with the house. The use of bare zincalume metal, bare galvanized metal or unpainted hardi-fence or the like is not permitted.

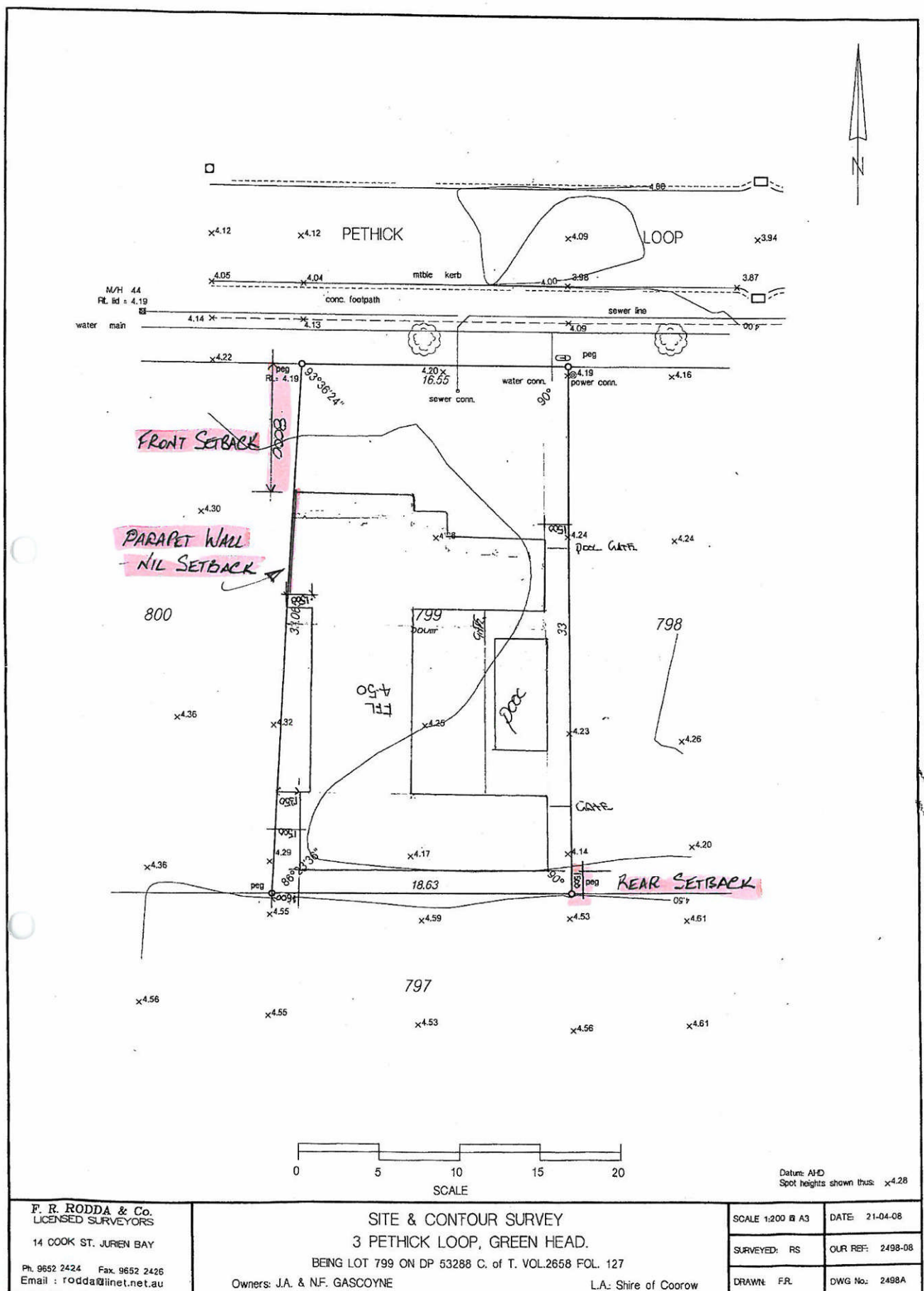
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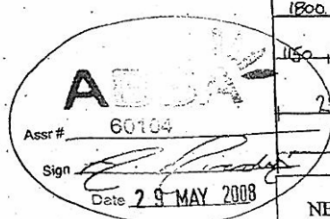
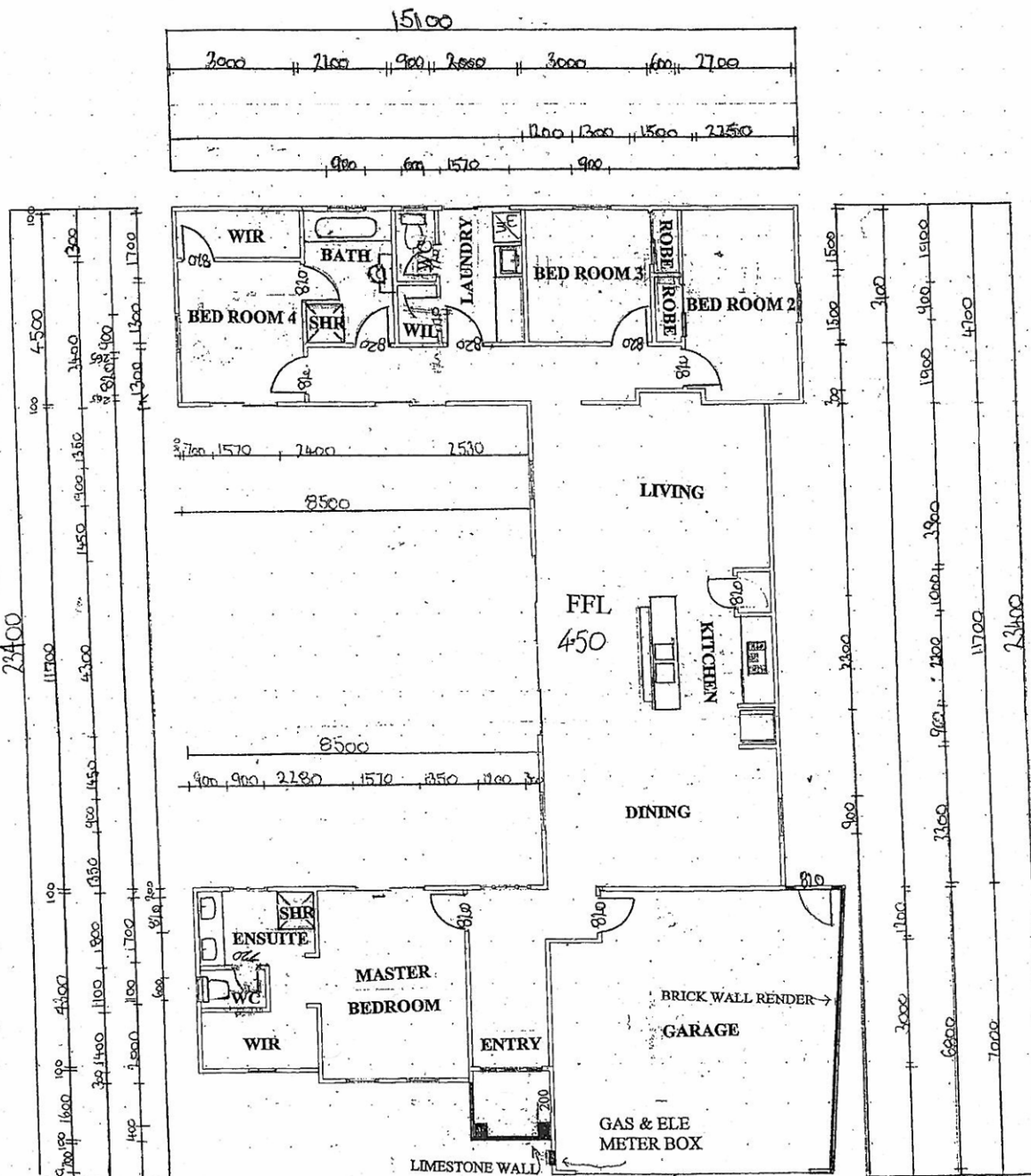
- The applicant is reminded that all future development (ie sheds/carports, patio/verandah extensions, letterbox, and front boundary fencing) is to accord with the Policy Objectives of the Green Head South Bay Development Guideline, endorsed as the Shire of Coorow Local Planning Policy 6.6.6, that may be amended from time to time.
 - This approval is valid for a period of two (2) years from the date of approval and will be deemed to have lapsed if the development has not substantially commenced before the expiration of this period.
 - Should the applicant be aggrieved by the decision of the Council (in part or whole) a right of appeal exists to the State Administrative Tribunal within twenty eight (28) days from the date of the decision; and
2. issue delegation to the Chief Executive Officer to grant planning consent for a section of the eastern side boundary fence to be constructed of a masonry finish to 2.0 metres in height upon written consent from the adjoining landowner being submitted to the Shire.

CARRIED 7/0

Attachment 10.2.1a







NEIL & JENN GASCOYNE
LOT 799 PETHICK LOOP
GREEN HEAD

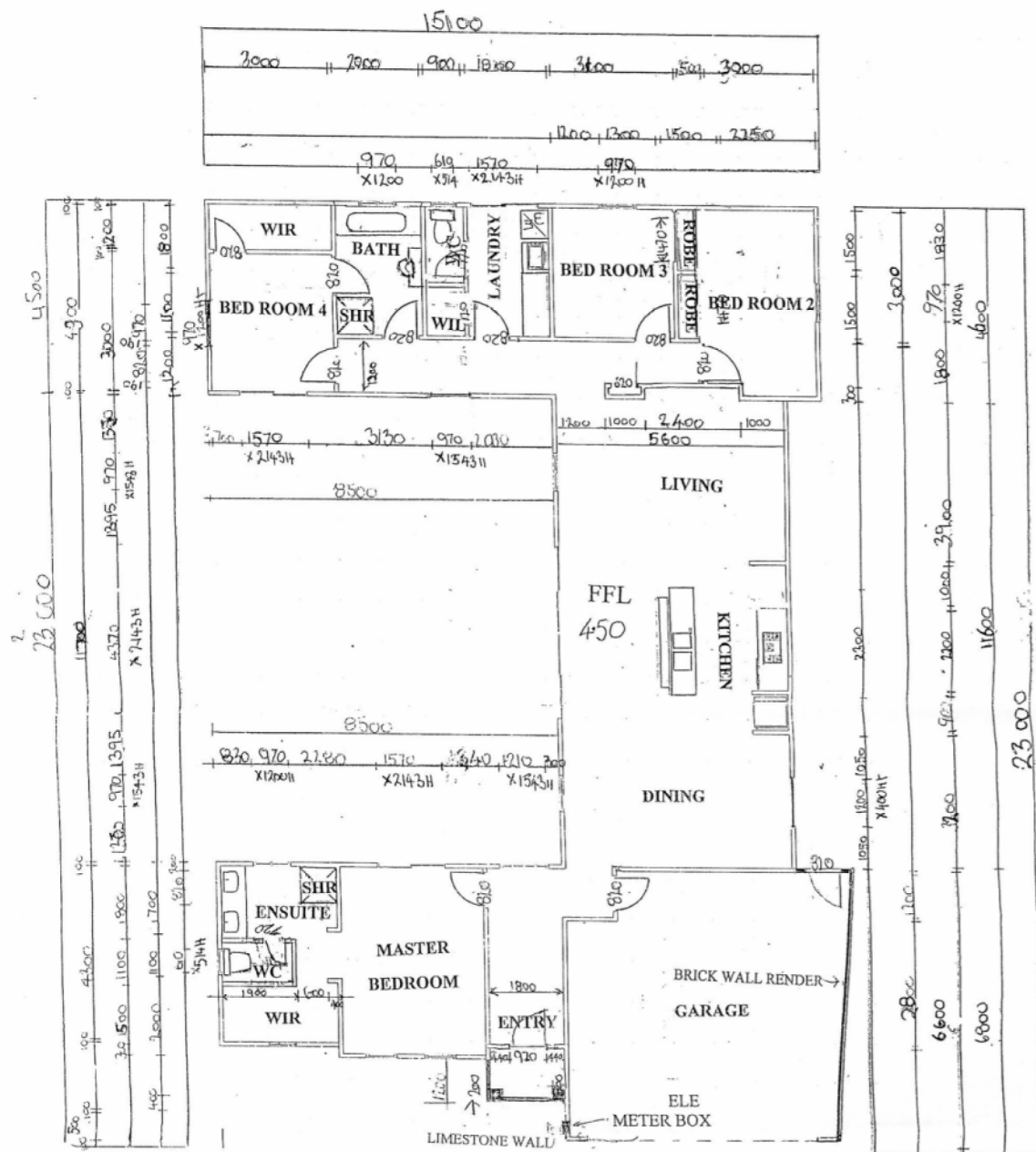
GROUND FLOOR
SCALE 1: 100

DATE 10/12/07

DRAWN BY
NEIL GASCOYNE

Attachment 10.1.2b

REVISED FLOOR PLAN

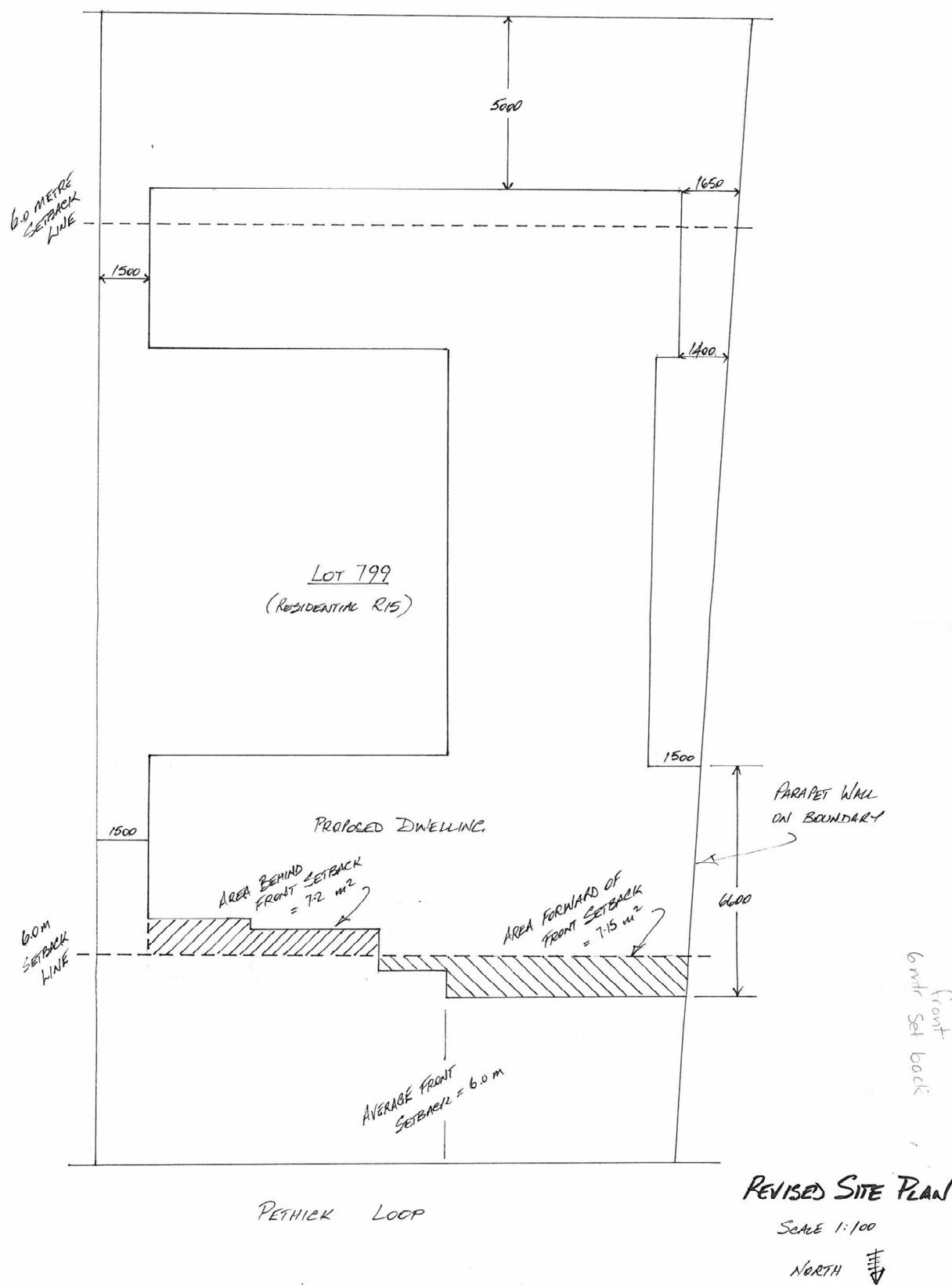


* 920mm SIZE FRONT DOOR
NEED AN OPENING TO FIT
DOOR 1000mm FRAME

Hand-drawn site plan for Lot 799 Pethick Loop, Green Head. The plan shows a rectangular lot with a north arrow pointing towards the top right. The lot is divided into several sections by lines. The dimensions of the sections are labeled in feet. The top section is 1200 feet wide and 600 feet deep. The middle section is 1200 feet wide and 500 feet deep. The bottom section is 1200 feet wide and 500 feet deep. The total width of the lot is 1200 feet. The total depth of the lot is 1600 feet. The lot is bounded by Lot 798 to the north, Lot 797 to the east, and Lot 796 to the south. The lot is also bounded by the Pethick Loop to the west. The lot is owned by Neil & Jenn Gascoyne.

NEIL & JENN GASCOYNE LOT 799 PETHICK LOOP GREEN HEAD	GROUND FLOOR SCALE 1: 100	DATE 10/12/07
--	------------------------------	---------------

DRAWN BY
NEIL GASCOYNE



10.2.2 REQUEST FOR CONCESSION TO BUILDING DESIGN GUIDELINES FOR PROPOSED DWELLING – LOT 783 HODGSON PARKWAY, GREEN HEAD

AUTHOR	Ian D'Arcy
APPLICANT	Amy Nancarrow
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 July 2008
ATTACHMENT	10.2.2a Application for concession to building guidelines
FILE	Lot File

SUMMARY:

Council is to consider a request for concession to building design guidelines for proposed dwelling at Lot 783 Hodgson Parkway, Green Head.

BACKGROUND:

Council is in receipt of an application for planning consent seeking to construct a T & R transportable home on Lot 783 Hodgson Parkway, Green Head with the applicant requesting a concession to vary the roof pitch of 15° as prescribed under *Greenhead South Bay Development Guidelines* to a 5 – 6° pitch. A copy of the application is provided at Attachment 10.2.2, which includes a clear description and explanation of the proposed dwelling.

For ease of reference Figure 1 provides an understanding of the location of Lot 783, while Figure 2 (taken from the application) is a photograph of the proposed dwelling.



Figure 1 – Location Plan



Figure 2 – Photograph Front Elevation of the Proposed Dwelling

COMMENT:

The underlying intent and principal aim of the Development Guidelines is “to guide development to maintain an open streetscape and prevent development that is not considered to be in the general interest of the community.” This position is broadly supported by the state wide *Residential Design Codes - April 2008 (R Codes)*, where the explanatory guidelines of the R Codes state in part “the case for design controls rests essentially on the visual impact of buildings on the streetscape”and..... “too often controls which attempt to impose harmony simply encourage poor limitations or plastics of the styles of original housing.”

With this in mind, the Development Guidelines for the South Bay area clearly serves an important function in achieving and maintaining consistency in housing design. However, the Council is urged to apply some flexibility in interpreting the design guidelines so as not to deny innovation and variation in housing design that would comfortably fit with the coastal environs and compliment the local streetscape.

In regard to the proposed variation, this matter has been discussed with Mr Ben Killigrew from Landcorp with confirmation that Landcorp is comfortable in the Council assessing and determining applications outside of the prescribed guidelines based on proper and orderly planning principles being applied and adhered too. Therefore, on this understanding and in consideration of the above comments and arguments presented in the application, particularly in relation to the streetscape presentation, appropriateness of design, and the more innovative use of lower pitch skillion and/or curved roof structures of today, it is recommended the variation to the roof pitch, as proposed, be supported.

STATUTORY ENVIRONMENT:

Pursuant to the Council’s Town Planning Scheme No.2 - Zoning Table 1 (Clause 4.3) a dwelling is a permitted use in the ‘Residential’ zone, which if deemed to comply with the prescribed standards on both the Scheme and the R Codes does not require formal planning consent from the Council. However, where an application is deemed not to comply the standards then Council is then obliged pursuant to Clause 8.2(b)(i) of the Scheme to determine an application based on sound planning merit. In doing so the Council is reminded Clause 2.3.2 of the Scheme affords flexibility to relax the standards to accommodate the

proposed variation should the Council be satisfied there will not be any detrimental affect on the streetscape and/or local amenity.

Furthermore, Clause 5.2 of the Town Planning Scheme details that all dwellings within a 'Residential' zone is required to comply with the *Western Australian Residential Design Codes*, unless otherwise approved by the Council. In consideration of this requirement an assessment of the proposed house against the R Codes confirms the dwelling is within compliance of the prescribed standards and boundary setback distances for the relevant 'R15' density coding.

STRATEGIC IMPLICATIONS:

Nil

POLICY IMPLICATIONS

As reflected above, the proposed reduction in the roof pitch is inconsistent with objective 11 the Greenhead South Bay Development Guidelines, which currently states:

11. No dwelling shall be constructed with a roof pitch of less than 15 degrees.

In light of this application and assessment it is suggested the Council give due consideration to amending objective 11 to improve clarity for future landowners offering some level of certainty over the use of alternative roof designs being supported by the Council based architectural merit. In this regard it is suggested objective 11 be reworded to read:

11. No dwelling or outbuilding shall be constructed with a roof pitch of less than 15 degrees for a conventional gable roof structure. Where a curved or skillion style roof structure is proposed the Council may, based on suitability of building design with the South Bay area, exercise discretion to vary the degree of roof pitch to a minimum of 5 degrees.

It is also suggested this Policy stipulate that all development within the South Bay area be the subject of a formal planning consent even though a house is deemed a permitted use in the 'Residential' zone and would ordinarily be exempt from planning approval based on compliance with the Scheme and R Code provisions. The reason for this suggestion is the need to formally impose conditions of an approval for the purpose of achieving compliance with the stated policy objective/s as detailed in the Development Guidelines (Policy 6.6.6).

However, it may be prudent to defer any amendments to this Policy and in turn request the Chapman Valley Planning Department undertake a review of all current Local Planning Policies as well as identify new policies that may be of benefit in guiding future development and growth across the Shire, including but not necessarily limited to:

- Additional Accommodation in Rural and Rural-Residential Zones (Granny Flats)
- Bed and Breakfast
- Commercial Activities in Shire Reserves
- Construction Camps
- Extractive Industries
- Grouped Dwellings
- Intensive Agriculture

- Rural Tourist Development
- Acceptable Residential Design Criteria
- Temporary Accommodation
- Short Stay Accommodation in Residential Zones

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council:

1. Grant planning consent for a dwelling as provided in Figure 2 to this report to be constructed on Lot 783 Hodgson Parkway, Green Head subject to the following conditions:
 - (a) Development shall be in accordance with the attached approved plan(s) dated 16 July 2008 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.
 - (b) The roof cladding for the house shall be tiled or of a colourbond metal deck finish in a colour complimentary to the coastal environs. The use of zincalume cladding or similar is not permitted.
 - (c) All storm-water runoff from impervious surfaces (roof and paved areas) shall be contained within the property boundaries, and re-used or disposed of through an acceptable drainage system such underground soak wells.
 - (d) The driveway/car-parking bays and access crossover from the street shall be consistent in material, colour and pattern, with the exception of an existing footpath.
 - (e) All water tanks and clothes drying areas shall be positioned to the rear of the property or alternatively placed behind a privacy screen complimentary in material and colour with the house and boundary fencing.
 - (f) The side and rear boundary fencing shall be no greater than 1.8 metres in height and complimentary in colour with the house. The use of bore zincalume metal, bare galvanized metal or unpainted hardi-fence or the like is not permitted.
 - The applicant is reminded that all future development (ie sheds/carports, patio/verandah extensions, letterbox, and front boundary fencing) is to accord with the Policy Objectives of the *Green Head South Bay Development Guideline*, endorsed as the Shire of Coorow Local Planning Policy 6.6.6, that may be amended from time to time.

- This approval is valid for a period of two (2) years from the date of approval and will be deemed to have lapsed if the development has not substantially commenced before the expiration of this period.
 - Should the applicant be aggrieved by the decision of the Council (in part or whole) a right of appeal exists to the State Administrative Tribunal within twenty eight (28) days from the date of the decision; and
2. request the Chapman Valley Planning Department undertake a review of all existing Local Planning Policies, as well as identify any potential new policies, to be presented to the Council for consideration within the next 3 months. The review shall include the suggested amendments to Policy 6.6.6 as detailed in this report.

RESOLUTION: **2008-120**

Moved: Cr Williams **Seconded:** Cr Waite

That Council grant planning consent for a dwelling as provided in Figure 2 to this report to be constructed on Lot 783 Hodgson Parkway, Green Head subject to the following conditions:

- (a) *Development shall be in accordance with the attached approved plan(s) dated 16 July 2008 and subject to any modifications required as a consequence of any condition(s) of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.*
- (b) *The roof cladding for the house shall be tiled or of a colourbond metal deck finish in a colour complimentary to the coastal environs. The use of zincalume cladding or similar is not permitted.*
- (c) *All storm-water runoff from impervious surfaces (roof and paved areas) shall be contained within the property boundaries, and re-used or disposed of through an acceptable drainage system such as underground soak wells.*
- (d) *The driveway/car-parking bays and access crossover from the street shall be consistent in material, colour and pattern, with the exception of an existing footpath.*
- (e) *All water tanks and clothes drying areas shall be positioned to the rear of the property or alternatively placed behind a privacy screen complimentary in material and colour with the house and boundary fencing.*
- (f) *The side and rear boundary fencing shall be no greater than 1.8 metres in height and complimentary in colour with the house. The use of bare zincalume metal, bare galvanized metal or unpainted hardi-fence or the like is not permitted.*

- The applicant is reminded that all future development (ie sheds/carports, patio/verandah extensions, letterbox, and front boundary fencing) is to accord with the Policy Objectives of the Green Head South Bay Development Guideline, endorsed as the Shire of Coorow Local Planning Policy 6.6.6, that may be amended from time to time.
- This approval is valid for a period of two (2) years from the date of approval and will deemed to have lapsed if the development has not substantially commenced before the expiration of this period.
- Should the applicant be aggrieved by the decision of the Council (in part or whole) a right of appeal exists to the State Administrative Tribunal within twenty eight (28) days from the date of the decision; and

CARRIED 7/0

RESOLUTION: 2008-121

Moved: Cr Waite

Seconded: Cr Williams

Request the Chapman Valley Planning Department undertake a review of all existing Local Planning Policies, as well as identify any potential new policies, to be presented to the Council for consideration within the next 3 months. The review shall include the suggested amendments to Policy 6.6.6 as detailed in this report.

CARRIED 7/0

Ms Amy Nancarrow
191 Lake Street
PERTH WA 6000

22 June 2008

Mr Mark Hook
Chief Executive Officer
Shire of Coorow
PO Box 42
COOROW WA 6515

Dear Mark

NO.10 (LOT 783) HODGSON PARKWAY, GREEN HEAD – PROPOSED CONSTRUCTION OF DWELLING

Further to our email communication on 20 June 2008, I wish to apply for planning approval for the development of a residential dwelling at Lot 783 Hodgson Parkway, Green Head. Copies of the site plan, floor plan and elevations of the proposed dwelling are attached in accordance with the Shire's requirements. Also attached is the application form signed by all four owners of the property and a cheque for the application fee.

The proposed development is a 4 bedroom, 2 bathroom house constructed from ultra-colorbond and hardiplank cladding, both of which are robust materials suitable for coastal climates. Following the construction of the dwelling, the development will be finished with side and rear fencing, a driveway and the planting of high quality, water-wise front and rear gardens containing predominantly native coastal species. There will be no front fencing constructed as part of the development.

The following is a photograph of what the dwelling will look like when completed – it will incorporate the same materials, finishes and colours shown in the image:



The site is situated in Landcorp's South Bay development at Green Head and is subject to the *Green Head South Bay Development Guidelines*, which have been adopted by the Shire of Coorow. The proposed dwelling meets all of the requirements of the design guidelines, with the exception of one provision that requires rooflines to be pitched at a minimum of 15°. The proposed dwelling has a skillion roofline that is pitched at 5-6°.

The Shire of Coorow has advised that variations to the design guidelines can be granted provided that Council is satisfied that the development accords with the underlying intent and objective of the guidelines, which is "to maintain an open streetscape and prevent development that is not considered to be in the general interest of the community." It is considered that the proposed dwelling meets the intent of the design guidelines for the following reasons:

1. The dwelling is substantial in size, with a well designed internal layout containing large rooms offering natural light and ventilation and high quality materials and finishes. Accordingly, the dwelling makes a positive contribution to the housing stock in Green Head, which is in the general interest of the community.
2. The exterior of the house is also well designed and incorporates a number of high quality architectural features that make a positive contribution to the streetscape, including the following:
 - An articulated and well proportioned front facade;
 - Openings with predominantly vertical proportions that address the street frontage;
 - The use of varied materials and finishes to provide visual interest within the streetscape;
 - A colour palette of blue and white that is responsive to the coastal character of the area; and
 - An articulated roofline incorporating architectural features including substantial eaves/overhangs and a front verandah as required by the design guidelines.

Notwithstanding that the design guidelines discourage rooflines with pitches of less than 15°, it is considered that the proposed roofline still meets the intent of the design guidelines on the basis that it is a well articulated and well resolved architectural roofline with strong visual appeal, which makes a positive contribution to the streetscape. Accordingly, it is in the general interest of the Green Head community.

3. The proposed dwelling also meets the other objective of the design guidelines, which is to maintain an open streetscape, because:
 - It incorporates a number of large openings that address the street frontage and provide interaction between the private realm of the dwelling and the public realm of the street;
 - The front entry to the dwelling clearly addresses the street frontage, as will the future letterbox, in accordance with the design guidelines;
 - No front fencing is proposed, which will maintain views to the front garden and the dwelling and enhance the openness of the streetscape; and
 - The proposed roofline, for which a variation to the design guidelines is sought, will not detract from the openness of the streetscape in any way.

I currently work for a land development company that is developing two masterplanned communities at Yanchep and Two Rocks, on the northern coastal fringe of Perth. I therefore understand the importance of design guidelines and in fact the design guidelines for our developments require rooflines to be between 25° and 35°, however curved and skillion rooflines with a lesser pitch are also permitted by the design guidelines on the basis that they are architectural rooflines with strong aesthetic appeal that contribute positively to the streetscape.

I am hopeful that the Shire of Coorow will take a similar view in relation to the skillion roofline that is proposed for the dwelling at Lot 783 Hodgson Parkway in Green Head, and grant a variation to its design guidelines to enable the development to proceed.

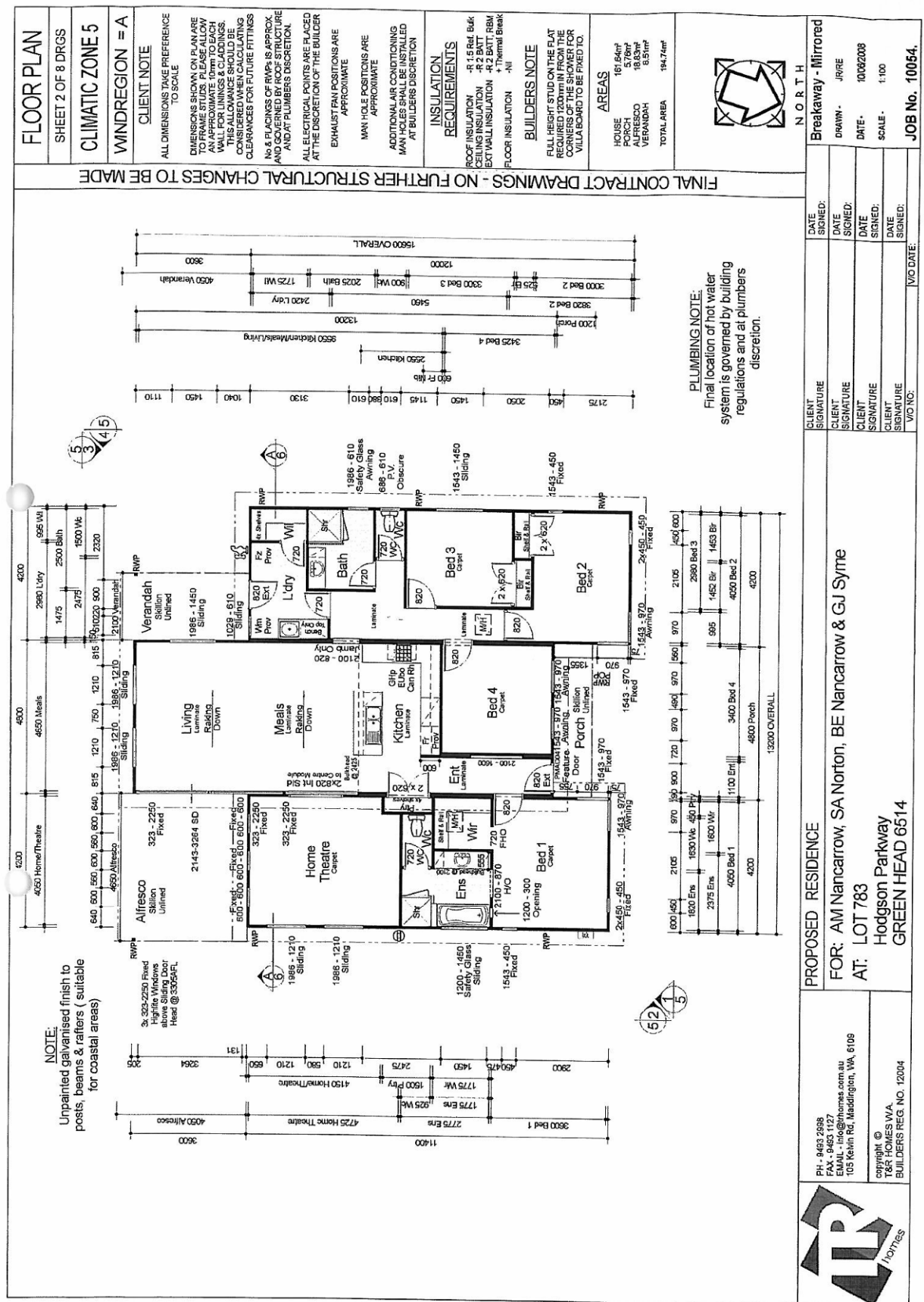
Thank you for taking the time to consider this application. I would be very grateful if the Shire could endeavour to present this application to the Council meeting on 16th July 2008, as this will assist us to avoid additional cost imposts associated with time delays to the construction process. To assist in speeding up the Shire's assessment process, I have already forwarded a copy of this application to Landcorp.

Should you have any questions regarding this application, please do not hesitate to contact me on 0411 555 094.

Yours sincerely

Amy Nancarrow

SITE PLAN	CLIMATIC ZONE 5	WINDREGION = A	PLOT DESCRIPTION Flat, sandy, cleared block with limestone surface to south and east sides of lot.	CLIENT NOTE PLUMBING & ELECTRICAL CONNECTIONS TO BE COMPLETED BY OWNER ORGANISED/LICENCED TRADESMEN ON SITE	SITE ACCESS From Coorow Green Head Rd turn left at Coast Rd, left at The Lakes Rd, right at Worthington St & right at Hodgson Parkway.	ADDITIONAL INFORMATION - SEWER - MAINS WATER - UNDERGROUND POWER	DISTANCE FROM COAST 375m Approx	
FINAL CONTRACT DRAWINGS - NO FURTHER STRUCTURAL CHANGES TO BE MADE								
<p>The site plan shows LOT 783, a rectangular plot bounded by Limestone Relieving Walls. To its north is LOT 788, to its west is LOT 787, and to its south is LOT 784. LOT 783 contains a 'PROPOSED RESIDENCE' with a footprint of approximately 700 AFGL. Key dimensions include a front setback of 12.000m, side setbacks of 6.000m and 32.053m, and a rear boundary of 13.993m. A driveway and two tandem car spaces are shown at the bottom of the lot. Boundary bearings and distances are provided for all adjacent lots.</p>								
NOTE: Location between 300 & 400m from breaking surf NOTE: Unpainted galvanised finish to posts, beams & rafters (suitable for coastal areas)			PROPOSED RESIDENCE FOR: AM Nancarrow, SA Norton, BE Nancarrow & GJ Syme AT: LOT 783 Hodgson Parkway GREEN HEAD 6514					
PH. 0460 2998 FAX. 9453 1127 EMAIL - info@t&rhomes.com.au 105 Kelvin Rd, Mandaling, WA, 6109 copyright © T&R HOMES WA BUILDERS REG. NO. 12004			CLIENT SIGNATURE _____ DATE SIGNED: _____ CLIENT SIGNATURE _____ DATE SIGNED: _____ CLIENT SIGNATURE _____ DATE SIGNED: _____ CLIENT SIGNATURE _____ DATE SIGNED: _____ V/O NO. _____ V/O DATE: _____			NORTH Breakaway - Mirrored DRAWN - J/RRE DATE - 10/08/2008 SCALE - 1:200 JOB No. 10054.		



ELEVATIONS	
SHEET 5 OF 8 DRGS	
CLIMATIC ZONE 5	
WINDREGION = A	
CLIENT NOTE ALL DIMENSIONS TAKE PREFERENCE TO SCALE DIMENSIONS SHOWN ON PLAN ARE TO FRAME STUDS. PLEASE ALLOW AN APPROXIMATE 10mm TO EACH ANGLE FRAME STUD TO EACH ANGLE FRAME STUD. THIS ALLOWANCE SHOULD BE CONSIDERED WHEN CALCULATING CLEARANCES FOR FUTURE FITTINGS No & PLACING OF RVPs IS APPROX. AND GOVERNED BY ROOF STRUCTURE AND AT PLUMBERS DISCRETION. ALL ELECTRICAL POINTS ARE PLACED AT THE DISCRETION OF THE BUILDER EXHAUST FAN POSITIONS ARE APPROXIMATE MAN HOLE POSITIONS ARE APPROXIMATE ADDITIONAL AIR CONDITIONING MAN HOLES SHALL BE INSTALLED AT BUILDERS DISCRETION	
INSULATION REQUIREMENTS ROOF INSULATION - R 1.5 Ref. Bulk CEILING INSULATION - R 2 BATT EXT WALL INSULATION - R 2 BATT, RBM + Thermal Break FLOOR INSULATION - All	
HIGHEST POINT 3572 AFL	
FINAL CONTRACT DRAWINGS - NO FURTHER STRUCTURAL CHANGES TO BE MADE	
<p>NOTE: Unpainted galvanised finish to posts, beams & rafters (suitable for coastal areas)</p>	
<p>PROPOSED RESIDENCE FOR: AM Nancarrow, SA Norton, BE Nancarrow & GJ Syme AT: LOT 783 Hodgson Parkway GREEN HEAD 6514</p> <p>PH: 9463 2998 FAX: 9463 1127 www.burrows.com.au 105 Kelvin Rd, Madrigal, WA, 6109</p> <p>Copyright © BURROWS PTY LTD BUILDERS REG. NO. 12004</p>	
<p>Breakaway - Mirrored</p> <p>DRAWN - JRRE DATE - 10/06/2008 SCALE - 1:100 JOB No. 10054.</p>	

10.2.3 WALL OF REMEMBRANCE – CLIFF PARK WAR MEMORIAL, GREEN HEAD

AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
ATTACHMENT	10.2.3 Structural details for Wall of Remembrance, Cliff Park, Green Head
FILE	R7.2

SUMMARY:

Council to further consider the feasibility of a Wall of Remembrance at the Cliff Park War Memorial, Green Head.

BACKGROUND:

Council previously dealt with this application at the February 2008 meeting and resolved as follows:

RESOLUTION: 2008-016

Moved: Williams Seconded: Waite

That Council:

1. approve, in principal, the construction of a Wall of Remembrance at the Cliff Park War Memorial, Green Head;
2. request a plan for the construction be drawn up and presented to Council for authorization prior to the wall being erected; and
3. develop a policy, with community consultation, determining for whom a memorial plaque may be attached to the wall.

CARRIED 7/0

COMMENT:

The Green Head Community Association have provided the construction plans for the Wall of Remembrance as included at Attachment 10.2.3. Council staff have no concerns regarding the construction specifications or location of the Wall.

STATUTORY ENVIRONMENT:

Nil

STRATEGIC IMPLICATIONS:

Services – ensure the Community has access to quality facilities and services to allow a safe and vibrant lifestyle.

To introduce, maintain and upgrade assets and infrastructure which meet Community needs through a timely and cost effective process.

POLICY IMPLICATIONS:

As per Policy 7.3.6 – Memorials on Local Government Property.

FINANCIAL IMPLICATIONS:

Local residents have volunteered their services to supervise and construct the Wall at no cost to Council.

PUBLIC CONSULTATION:

None has been undertaken at this stage.

VOTING REQUIREMENTS:

Simple majority.

OFFICER RECOMMENDATIONS:

That Council:

1. approve the structural plans for the Wall of Remembrance as included at Attachment 10.3.2; and
2. advise staff to prepare a Building Licence for the construction of the Wall of Remembrance on Reserve 46507, Cliff Park, Green Head.

RESOLUTION: 2008-122

Moved: Cr Girando

Seconded: Cr Waite

That Council:

1. *approve the structural plans for the Wall of Remembrance as included at Attachment 10.3.2;*
3. *advise staff to prepare a Building Licence for the construction of the Wall of Remembrance on Reserve 46507, Cliff Park, Green Head; and*
4. *develop a policy with guidelines, with community consultation.*

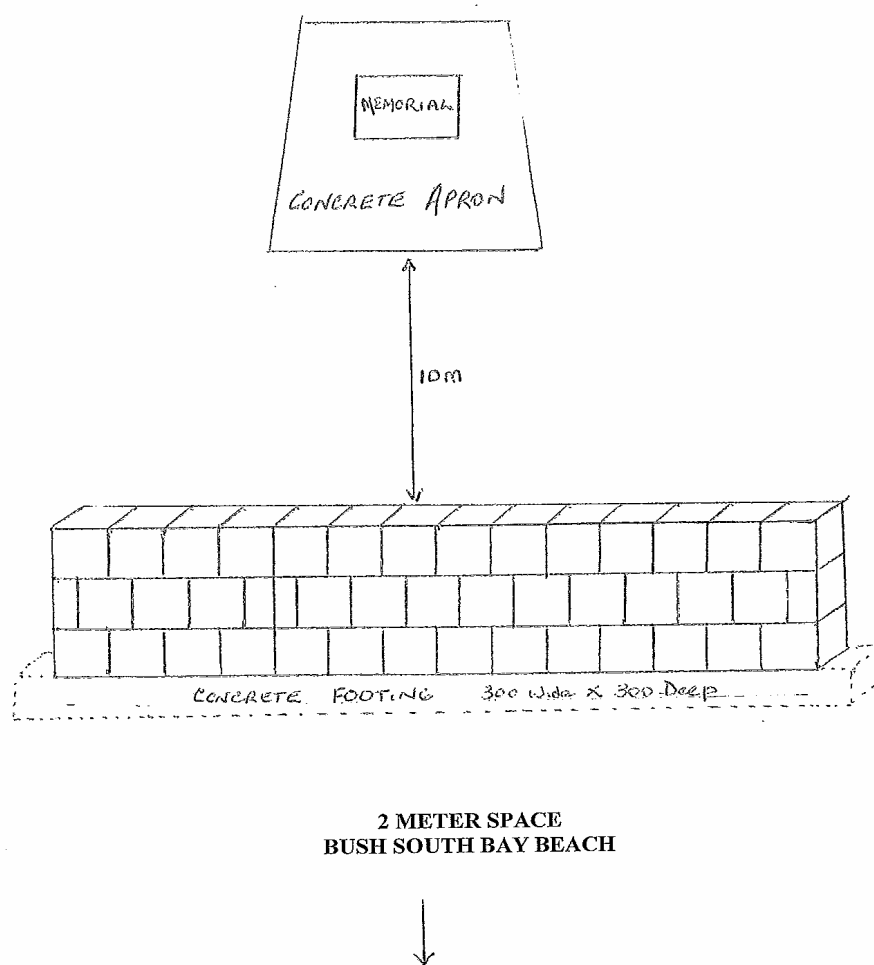
CARRIED 7/0

Attachment 10.2.3

GREEN HEAD MEMORIAL WALL

CLIFF PARK

SOUTH BAY GREEN HEAD



GREEN HEAD MEMORIAL WALL SPECIFICATIONS

CLIFF PARK

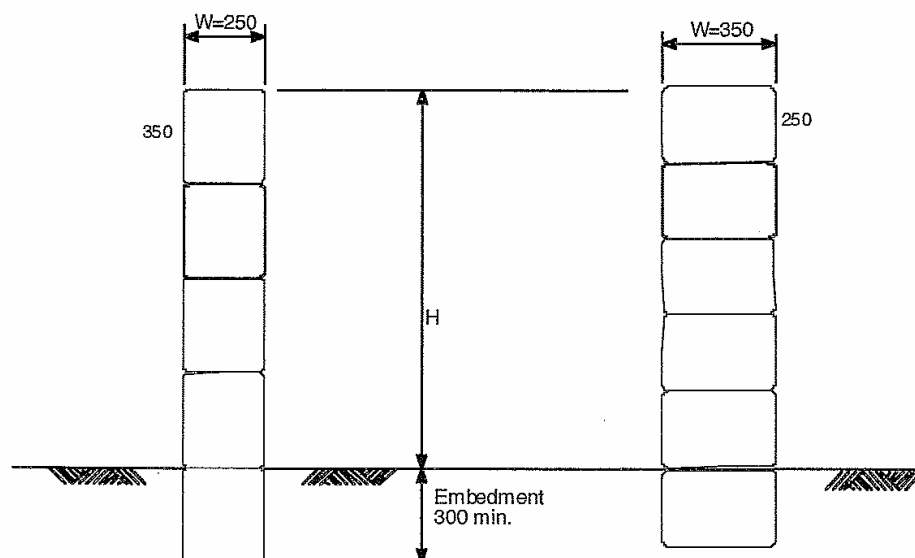
SOUTH BAY GREEN HEAD

- 1 Concrete footing : See attached V2 engineers report**
- 2 Blocks :Natural limestone 500 mm x 350 mm x 250**
- 3 Mortar joints :20/25 mm joints, brickies light cement**

Patrick Turvey / Allan Williams 07.06.2008

Design Criteria

- Wind Region A & B.
- Terrain Category as table
- No shielding necessary longer than it is high.



NOTE:

THE EMBEDMENT MAY BE REPLACED WITH A 300
WIDE x 300 DEEP STRIP FOOTING WITH F8 MESH

LIMESTONE SCREEN WALL

	Terrain Category 3		Terrain Category 2	
H (max)	1.2m	1.8m	0.6m	1.2m
W	250	350	250	350

NOTES:

1. Limestone to be non-friable.
2. Mortar to be applied over whole joint. (Vertical and horizontal).
3. All joints to be mortared with 1:6 (cement : sand) mortar.
4. Foundation to be compacted to a minimum of 6 blows / 300mm (when tested with the Perth Sand Penetrometer).

THE APPROVED SIGNATURE
ON THIS DETAIL ENDORSES
ITS USE ON CLASS A
STABLE SITES.

PROJECT :

**MEMORIAL WALL
CLIFF PARK, GREEN HEAD
SHIRE OF COOROW**

STRUTTER CONSULTING ENGINEERS

Zentia Pty Ltd (acn 008 966 283) as Trustee for the Young Parish & Higham Unit Trust
CHARTERED PROFESSIONAL ENGINEERS, CIVIL AND STRUCTURAL DESIGN
Head Office: 1, ERINDALE RD W.A. 6021. Tel: 08 920 54 500. Fax: 08 934 51 111
Geraldton Office: PO Box 118, Geraldton, WA 6531. PivFax: 9923 9078. M

CLIENT :

**GREENHEAD COMMUNITY ASSOCIATION
& COOROW SHIRE**

SCALE 1 : 20

DATE 22 MAY 2008

APPROVED ONLY BY RED INK SIGNATURE:

Sam Nejad
B.Sc Eng. MIE Aust. CP Eng.

10.2.4 REDUNDANCY OF POLICY 9.4.9. ILLEGAL BUILDINGS – ISSUE OF BUILDING LICENCES

AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2008
FILE	B5.2 Building General

SUMMARY:

Council is to consider the rescission of Policy 9.4.9. *Illegal Buildings – Issue of Building Licences* due to the recent amendments to the Local Government (Miscellaneous Provisions) Act 1960 and Building Regulations 1989 providing control of Building Approval Certificates for unapproved buildings.

BACKGROUND:

Previous provisions in the Local Government (Miscellaneous Provisions) Act 1960 did not allow Local Governments to issue approvals for unauthorised building work.

From 1 July 2008 the Local Government (Miscellaneous Provisions) Act 1960 and the Building Regulations 1989 have been amended to provide for the issue of a “building approval certificate in relation to unauthorised building work.

The recent amendments gazetted last month were passed before State Parliament in 2006 and are only now coming into force on 1 July 2008.

COMMENT:

These recent amendments to allow Local authorities the ability to deal with unapproved buildings will make Council’s Policy 9.4.9 “*Illegal Buildings – Issue of Building Licences*” redundant.

STATUTORY ENVIRONMENT:

Local Government (Miscellaneous Provisions) Act 1960 and Building Regulations 1989.

FINANCIAL IMPLICATIONS:

Approval fees associated with the issue of an Approval Certificate is approximately double the Building Licence fees.

POLICY IMPLICATIONS:

Policy 9.4.9 – *Illegal Buildings – Issue of Building Licences* requires rescission as the Statutory Legislation now controls the issue of Building Approval Certificates for unapproved buildings.

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER RECOMMENDATION:

That Council rescind Policy 9.4.9. *Illegal Buildings – Issue of Building Licences* due to the recent amendments to the Local Government (Miscellaneous Provisions) Act 1960 and Building Regulations 1989 providing control of Building Approval Certificates for unapproved buildings.

RESOLUTION: 2008-123

Moved: Cr Waite

Seconded: Cr Rackemann

That Council rescind Policy 9.4.9. Illegal Buildings – Issue of Building Licences due to the recent amendments to the Local Government (Miscellaneous Provisions) Act 1960 and Building Regulations 1989 providing control of Building Approval Certificates for unapproved buildings.

CARRIED 7/0 BY ABSOLUTE MAJORITY

10.3 MANAGER WORKS AND SERVICES:

10.3.1 REQUEST FOR THE COLLECTION OF NATIVE PLANT SEED FROM SHIRE OF COOROW ROAD RESERVES

AUTHOR	Peter Gillis
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 July 2008
FILE	R12 Road Verges – Wildflowers

SUMMARY:

Council is to consider a request from Lorna Timbers of Greening Australia WA, for the collection of native seed within reserves in the Shire of Coorow for a twelve month period beginning 1 July 2008.

COMMENT:

Council deferred this item from the June 2008 Ordinary Meeting of Council for the Manager Works and Services to investigate the need for and induction and Public Liability Insurance for people working in Council Reserves.

As Greening Australia is not a contractor or an employee of Council, there is no need for Council to do an induction. Council staff are currently awaiting a current Public Liability Certificate and no work will take place in Council's reserves until staff are presented with this.

In the past permission has been given to government departments for the collection of various native seeds, but not to commercial enterprises for profit. Council's policy on the management of road reserves is included at Attachment 10.3.1 for Councillors Information.

It is recommended that Council impose the following conditions to all applications for the collection of native seeds including:

1. permission is for a twelve month period commencing 1 July 2008;
2. all staff are to wear high visibility safety vests;
3. any stationary vehicles are to use revolving amber flashing lights;
4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
5. all care be taken to avoid the disturbance of fauna habitat;
6. all care be taken to avoid any disturbance that may lead to soil degradation; and
7. no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.

Seed collected from within Shire of Coorow reserves will be utilised in strategic re-vegetation projects throughout the Midwest Region, and will directly benefit the community as a whole. Some seeds may also be used for the purposes of research into best practice revegetation and development of tree cropping programs for the region.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

By allowing the collection of seed, Council provides a mechanism for the survival of various and endangered native flora.

POLICY IMPLICATIONS:

Shire of Coorow Policy 8.1.1 – Management of Road Reserves.

FINANCIAL IMPLICATIONS:

Nil

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:

1. permission is for a twelve month period commencing 1 July 2008;
2. all staff are to wear high visibility safety vests;
3. any stationary vehicles are to use revolving amber flashing lights;
4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
5. all care be taken to avoid the disturbance of fauna habitat;
6. all care be taken to avoid any disturbance that may lead to soil degradation; and
7. no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.

RESOLUTION: 2008-124

Moved: Cr Williams

Seconded: Cr Bothe

That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:

1. *permission is for a twelve month period commencing 1 July 2008;*
2. *all staff are to wear high visibility safety vests;*
3. *any stationary vehicles are to use revolving amber flashing lights;*

4. *appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;*
5. *all care be taken to avoid the disturbance of fauna habitat;*
6. *all care be taken to avoid any disturbance that may lead to soil degradation; and*
7. *no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.*

CARRIED 7/0

10.4 MANAGER FINANCE AND ADMINISTRATION:

10.4.1 ACCOUNTS FOR PAYMENT

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 July 2008
ATTACHMENT	10.4.1 Accounts Due and Submitted To Council Meeting 16 July 2008

SUMMARY:

Council approval is required for payment of accounts made within the months of June 2008 and July 2008 and to approve payments of accounts due in July 2008.

COMMENT:

Approval is sought for the following list of payments of accounts made since Council's last meeting on 18 June 2008 and of accounts that are now due.

A list of all payments submitted for approval is contained at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 16 July 2008.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations 1996

13 Lists of Accounts

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

STRATEGIC, POLICY & FINANCIAL IMPLICATIONS:

There are no financial, policy or strategic implications regarding this matter.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION:

That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 16 April 2008 including Vouchers 17742, 17757 to 17763, 17765 to 17784, PR71010708 to PR7230068, DD250508 to DD090608 PRES, MFA, CEO, MCD, MWS VISA CARDS totalling \$297,472.41 from Council's Municipal Fund.

RESOLUTION: 2008-125

Moved: Cr Bothe

Seconded: Cr McTaggart

That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 16 April 2008 including Vouchers 17742, 17757 to 17763, 17765 to 17784, PR71010708 to PR7230068, DD250508 to DD090608 PRES, MFA, CEO, MCD, MWS VISA CARDS totalling \$297,472.41 from Council's Municipal Fund.

CARRIED 7/0

Attachment 10.2.1
Accounts Due and Submitted to Council
16 July 2008

Chq/EFT	Name	Description	MUNI	TOTAL
EFT1219	ARROWSMITH COMPUTER COMPANY	LAPTOP COMPUTER - MRS	\$ 2,738.10	\$ 2,738.10
EFT1220	AUSSIE TREE SERVICES	STUMP GRINDING LEEMAN & GREEN HEAD	\$ 198.00	\$ 198.00
EFT1221	AVON WASTE	RUBBISH COLLECTION	\$ 8,945.68	\$ 8,945.68
EFT1222	BILLEROO NOMINEES PTY LTD	REPAIRS TO TYRE- MOWER	\$ 33.00	\$ 33.00
EFT1223	BOC GASES	GAS	\$ 174.16	\$ 174.16
EFT1224	BINDOON TRACTORS	SEALS & GEARBOX REPAIR KIT	\$ 262.02	\$ 262.02
EFT1225	BOB WADDELL CONSULTANT	CONSULTING SERVICES- ANNUAL BUDGET/EOY	\$ 3,583.25	\$ 3,583.25
EFT1226	BROADBANDNET PTY LTD	BROADBAND NET	\$ 69.95	\$ 69.95
EFT1227	BACKSAFE AUSTRALIA	SERVICE CART LEEMAN REC CENTRE	\$ 107.80	\$ 107.80
EFT1228	COURIER AUSTRALIA	FREIGHT- THE PAPER COMPANY	\$ 354.57	\$ 354.57
EFT1229	COVENTRY GROUP LTD	JACKEROO TOOL BOX- MECHANICS VEHICLE	\$ 2,319.72	\$ 2,319.72
EFT1230	COOROW HIGHWAY STORE	REFRESHMENTS	\$ 111.99	\$ 111.99
EFT1231	CJD EQUIPMENT PTY LTD	LOCK TAB	\$ 19.28	\$ 19.28
EFT1232	CUNNINGHAMS AG SERVICES	SPRAYER TROLLEY	\$ 2,235.35	\$ 2,235.35
EFT1233	COOROW HOTEL	STAFF FUNCTION	\$ 981.60	\$ 981.60
EFT1234	CENTRELINK	Payroll deductions	\$ 134.84	\$ 134.84
EFT1235	DRUMMOND JOE ELECTRICS	REPAIRS TO LEEMAN DEPOT & DYNAMITE BAY	\$ 1,107.70	\$ 1,107.70
EFT1236	DR Y INOUE	MEDICAL CENTRE EXPENSES	\$ 117.98	\$ 117.98
EFT1237	FAMILY SHOPPING CENTRE	REFRESHMENTS & GAS	\$ 862.75	\$ 862.75
EFT1238	GREEN HEAD PLUMBING & GAS	SERVICE TO GAS REGULATORS - AGED PERSON UNITS - LEEMAN	\$ 176.00	\$ 176.00
EFT1239	GERALDTON TV & RADIO SERVICES	POWER SUPPLIES	\$ 178.00	\$ 178.00
EFT1240	GH COUNTRY COURIERS	FREIGHT COVENTRYS	\$ 149.81	\$ 149.81
EFT1241	GERALDTON MOWER & REPAIRS	OIL PUMP ASSY - MOWERS	\$ 246.40	\$ 246.40
EFT1242	GREEN HEAD COMMUNITY CENTRE	REIMBURSEMENT POWER SUPPLY	\$ 757.58	\$ 757.58
EFT1243	HEALTH DEPARTMENT OF WA	PERMIT CHLORINE GAS SWIMMING POOL	\$ 75.00	\$ 75.00
EFT1244	HOIST HYDRAULICS WA PTY LTD	STROKE VALVE- TIP TRUCK.	\$ 323.40	\$ 323.40
EFT1245	HITACHI CONST MACHINERY (AUST) P/L	FILTER & FREIGHT	\$ 1,397.27	\$ 1,397.27
EFT1246	HENDO'S PLUMBING & GAS SERVICES	PLUMBING REPAIRS - COOROW HALL	\$ 440.00	\$ 440.00
EFT1247	INFOVISION TECHNOLOGY P/L	ON SITE TRAINING AMLIB	\$ 1,410.84	\$ 1,410.84
EFT1248	LEEMAN HARDWARE	HARWARE SUPPLIES LEEMAN	\$ 1,249.12	\$ 1,249.12

Attachment 10.2.1
Accounts Due and Submitted to Council
16 July 2008

Chq/EFT	Name	Description	MUNI	TOTAL
EFT1249	LANDMARK	FENCING MFA HOUSE	\$ 2,962.59	\$ 2,962.59
EFT1250	LEEMAN COUNTRY & SPORTING CLUB INC	REFRESHMENTS - COUNCIL	\$ 231.20	\$ 231.20
EFT1251	LAUNDY PLUMBING & GAS	PLUMBING REPAIRS - CARAVAN PARK	\$ 402.05	\$ 402.05
EFT1252	LEEMAN HOLIDAY UNITS	ACCOMODATION DAVE HADDEN	\$ 75.00	\$ 75.00
EFT1253	LGIS RISK MANAGEMENT	OSH COURSE- LAURIE STEELE	\$ 1,112.78	\$ 1,112.78
EFT1254	ML COMMUNICATIONS	PHONE RENTAL - COAST	\$ 321.25	\$ 321.25
EFT1255	MIDALIA STEEL PTY LTD	PLATE FOR BACKHOE	\$ 75.10	\$ 75.10
EFT1256	MCINTOSH & SON	PARTS FOR FRONT END LOADER	\$ 1,593.36	\$ 1,593.36
EFT1257	MARTINS TRAILER PARTS PTY LTD	BRAKE PARTS-FLAT BED TRAILER	\$ 76.20	\$ 76.20
EFT1258	MOORA GLASS SERVICE	FIXING OF NEW DOOR - MWS HOUSE	\$ 2,482.70	\$ 2,482.70
EFT1259	METALAND	METAL FOR FIRE SHED & TRAFFIC SIGNS	\$ 1,443.95	\$ 1,443.95
EFT1260	NEAT N' TRIM UNIFORMS PTY LTD	UNIFORMS- CSO	\$ 596.00	\$ 596.00
EFT1261	NORTH MIDLANDS MOTORS	REVOLVING LAMP	\$ 119.00	\$ 119.00
EFT1262	POVERS RURAL TRADERS	ROUNDUP/HGLOVES	\$ 808.90	\$ 808.90
EFT1263	PURCHER-INTERNATIONAL PTY LTD	SERVICE & REPAIRS TO CW 0010	\$ 9,348.16	\$ 9,348.16
EFT1264	RBC-RURAL	PHOTOCOPIER CHARGES	\$ 1,784.07	\$ 1,784.07
EFT1265	RUDD	MINIBOWSER PUMP & STAND	\$ 1,708.30	\$ 1,708.30
EFT1266	RICOH FINANCE	PHOTOCOPY LEASE	\$ 663.49	\$ 663.49
EFT1267	SHERIDANS FOR BADGES	BADGES - LEEMAN	\$ 49.39	\$ 49.39
EFT1268	SEASIDE SUPPLIES	SUPPLIES LEEMAN OFFICE/DEPOT	\$ 451.71	\$ 451.71
EFT1269	STAR TRACK EXPRESS	FREIGHT-SUNNY SUGNS/THS/WESTRAC/SLING LIFT/WESTRAC	\$ 810.70	\$ 810.70
EFT1270	RELIANCE PETROLEUM	DEXRON	\$ 120.44	\$ 120.44
EFT1271	SEASIDE SUPPLIES LEEMAN - CARTAGE	FREIGHT - SIGNS COAST	\$ 73.92	\$ 73.92
EFT1272	STARICK TYRES	TYRES & TYRE REPAIRS	\$ 2,058.83	\$ 2,058.83
EFT1273	T-QUIP	PULLEY ASSEMBLY	\$ 296.60	\$ 296.60
EFT1274	TUSS CONCRETE	CONCRETE PRODUCTS	\$ 21,727.79	\$ 21,727.79
EFT1275	TRANSMIN	HIRE OF JACK HAMMER	\$ 2,310.00	\$ 2,310.00
EFT1276	VAC INDUSTRIES	REPAIRS TO JACK HAMMER	\$ 132.00	\$ 132.00
EFT1277	WATTLEUP TRACTORS	FILTERS TRACTOR	\$ 407.80	\$ 407.80
EFT1278	WA LOCAL GOVERNMENT ASSOCIATION (WALGA)	ADVERTISING MFA	\$ 1,963.50	\$ 1,963.50

Attachment 10.2.1
Accounts Due and Submitted to Council
16 July 2008

Chq/EFT	Name	Description	MUNI	TOTAL
EFT1279	WALTONS STORES	ELEMENT/FILTERS	\$ 244.32	\$ 244.32
EFT1280	WESTRAC EQUIPMENT	BASE - FE LOADER	\$ 1,294.43	\$ 1,294.43
EFT1281	WURTH AUSTRALIA PTY LTD	HEAT SHRINK TUBING	\$ 700.90	\$ 700.90
EFT1282	MIDWEST REGIONAL COUNCIL	BUSINESS CARE ANALYSIS - DOZER	\$ 550.00	\$ 550.00
EFT1283	RELIANCE PETROLEUM	FUEL- DIESEL & UNLEADED	\$ 49,157.35	\$ 49,157.35
17742	SHIRE OF COOROW	PETTY CASH - COOROW	\$ 181.65	\$ 181.65
17757	GIRANDO SJ& MJ	FINAL COMPLETION PAYMENT MALEY PARK CHANGE ROOMS	\$ 62,229.75	\$ 62,229.75
17758	GIRANDO SJ& MJ	RETAINED MAINTENANCE PAYMENT	\$ 3,275.25	\$ 3,275.25
17759	ROBERT VAUPOTIC	PROGRESS PAYMENT PAINTING EXTERIOR OFFICE CW	\$ 4,400.00	\$ 4,400.00
17760	PAYROLL DEDUCTION - SUPERANNUATION	Superannuation contributions	\$ 16,841.61	\$ 16,841.61
17761	PAYROLL DEDUCTION - CSA	Payroll deductions	\$ 608.06	\$ 608.06
17762	SHIRE OF COOROW - LOTTO	Payroll deductions	\$ 180.00	\$ 180.00
17763	SHIRE OF COOROW	LICENSES 08/09	\$ 5,420.70	\$ 5,420.70
17765	AUSTRALIAN COMMUNICATIONS AUTHORITY	LICENSES BROADCASTING	\$ 140.00	\$ 140.00
17766	ABCB	SUBSCRIPTION & BOOKS BCA 2008	\$ 265.00	\$ 265.00
17767	BLACKWOODS	CORK - ROLLER	\$ 84.84	\$ 84.84
17768	COOPS RESTAURANT	COUNCIL DINNER	\$ 250.00	\$ 250.00
17769	DONGARA MEDICAL CENTRE	MEDICAL CHRISTINE DUNCAN	\$ 55.00	\$ 55.00
17770	KEVIN HARDIE	MEDICAL REIMBURSEMENT	\$ 110.00	\$ 110.00
17771	LANDGATE	VALUATION CHARGES	\$ 18,095.60	\$ 18,095.60
17772	DA McTAGGERT	SITTING FEES	\$ 540.00	\$ 540.00
17773	NOVUS GERALDTON	WINDSCREEN & TRAVEL BACKHOE	\$ 583.00	\$ 583.00
17774	PARK MOTOR BODY BUILDERS	WORE ROPE/HAND SHEAVE	\$ 457.60	\$ 457.60
17775	ROBINSONS WELDING PTY LTD	REPAIRS TO SLASHER	\$ 87.20	\$ 87.20
17776	SYNERGY	STREET LIGHTING	\$ 1,995.40	\$ 1,995.40
17777	STEWART & HEATON CLOTHING PTY LTD	JACKETS & TROUSERS FIRE FIGHTING	\$ 3,829.89	\$ 3,829.89
17778	SHAWMAC PTY LTD	ROAD SAFETY AUDIT	\$ 2,090.00	\$ 2,090.00
17779	TELSTRA	TELEPHONE	\$ 1,984.75	\$ 1,984.75
17780	THE PAPER COMPANY OF AUSTRALIA	PAPER - COOROW & LEEMAN	\$ 2,134.00	\$ 2,134.00
17781	TOUCHA PTY LTD	BOWLS - INDOOR CARPET	\$ 411.11	\$ 411.11

Attachment 10.2.1
Accounts Due and Submitted to Council
16 July 2008

Chq/EFT	Name	Description	MUNI	TOTAL
17782	ROBERT VAUPOTIC	FINAL PAYMENT PAINTING COOROW OFFICE	\$ 3,850.00	\$ 3,850.00
17783	WILLIAMS AK & P	SITTING FEES/TRAVEL FEES	\$ 1,296.57	\$ 1,296.57
17784	WATER CORPORATION	REAPIRS TO FIRE HYDRANT- MORRISON PLACE LEEMAN	\$ 1,430.93	\$ 1,430.93
71010708	TRANSPORT DEPT OF	TRANS LICENSING	\$ 157.00	\$ 157.00
71030708	TRANSPORT DEPT OF	TRANS LICENSING	\$ 223.90	\$ 223.90
71040708	TRANSPORT DEPT OF	TRANS LICENSING	\$ 246.40	\$ 246.40
71120608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,065.05	\$ 1,065.05
71130608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 527.70	\$ 527.70
71170608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,813.85	\$ 1,813.85
71180608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 98.70	\$ 98.70
71200608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,225.15	\$ 1,225.15
71230608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 3,136.15	\$ 3,136.15
71240608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 893.60	\$ 893.60
71250608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,326.50	\$ 1,326.50
71260608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 821.15	\$ 821.15
71270608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,704.95	\$ 1,704.95
71300608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 808.70	\$ 808.70
72120608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,735.40	\$ 1,735.40
72130608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 61.20	\$ 61.20
72160608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 1,343.55	\$ 1,343.55
72170608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 844.35	\$ 844.35
72180608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 459.90	\$ 459.90
72190608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 270.90	\$ 270.90
72240608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 481.20	\$ 481.20
72260608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 711.50	\$ 711.50
72270608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 523.80	\$ 523.80
72300608	TRANSPORT DEPT OF	TRANS LICENSING	\$ 2,034.25	\$ 2,034.25
91240608	BANKWEST	PRESIDENT VISA CARD	\$ 1,101.60	\$ 1,101.60
92240608	BANKWEST	CEO VISA CARD	\$ 1,032.57	\$ 1,032.57
93240608	BANKWEST	INTERNET/BROADBAND	\$ 265.75	\$ 265.75

Attachment 10.2.1
Accounts Due and Submitted to Council
16 July 2008

Chq/EFT	Name	Description	MUNI	TOTAL
95240608	BANKWEST	MWS VISA CARD	\$ 814.79	\$ 814.79
DD250508	PAYROLL		\$ 33,926.00	\$ 33,926.00
DD90608	PAYROLL		\$ 36,787.00	\$ 36,787.00
		TOTAL	\$368,185.41	\$368,185.41

10.4.2 MONTHLY STATEMENT OF FINANCIAL ACTIVITY – JUNE 2008

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 July 2008
ATTACHMENT	10.4.2 Statement of Financial Activity to 30 June 2008
FILE	F8.07 – Finance - 2007/08

SUMMARY:

In accordance with the Local Government (Financial Management) Regulations 1996, regulation 34 stipulates that a local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month.

COMMENT:

The form of the Monthly Financial Statements presented to Council is a Statement of Financial Activity, which also includes supplementary information including an Operating Statement Function and Activity, Balance Sheet, Cash Flow Graph and Plant Cost Recovery Report. A copy of the Statement of Financial Activity for the month ended 30 June 2008 is included at Attachment 10.4.2 for Councillor's information.

Council is required to prepare the Statement of Financial Activity as per Local Government (FM) Reg 36, but can resolve to have supplementary information included as required.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations 1996.

34. Financial reports to be prepared — s. 6.4

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail -
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
 - (b) budget estimates to the end of the month to which the statement relates;
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing -
 - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and

- (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown -
 - (a) according to nature and type classification;
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be -
 - (a) presented to the council -
 - (i) at the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.

FINANCIAL, STRATEGIC AND POLICY IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 30 June 2008.

RESOLUTION: 2008-126

Moved: Cr McTaggart **Seconded:** Cr Williams

That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 30 June 2008.

CARRIED 7/0

11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN:

Nil.

12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:

12.1 CARBON CREDIT FARMING IN THE SHIRE OF COOROW

Councillors were provided with information regarding a proposed Carbon Credit Oil Mallee Plantation west of the Coorow Townsite.

RESOLUTION: 2008-127

Moved: Cr Bothe

Seconded: Cr Waite

That Council give delegated authority to the Chief Executive Officer to grant approval for carbon credit oil mallee farming within the specified areas in the proposal as presented to Council, subject to satisfactory outcomes of the 14 day advertising period and further investigation by Executive Staff.

CARRIED 7/0

Council met behind closed doors at 5.31pm.

13. MATTERS BEHIND CLOSED DOORS:

13.1 APPOINTMENT OF DEPUTY CHIEF EXECUTIVE OFFICER/ MANAGER FINANCE ADMINISTRATION

AUTHOR

Mark Hook

DISCLOSURE OF INTEREST

Nil

DATE OF REPORT

8 July 2008

FILE

S7.3 Staff Appointments

CONFIDENTIAL ATTACHMENT

13.1 Manager Finance and Administration Draft Contract

SUMMARY:

That Council appoints Mr Stuart Billingham to the position of Deputy Chief Executive Officer.

BACKGROUND:

The position of Deputy Chief Executive Officer/Finance Administration Manager was readvertised in the West Australian throughout April and May. Council received eleven new written applications and seven from the previous advertising and from these eighteen applications five held Local Government Experience.

From the five Mr Stuart Billingham was short listed for an interview for the position of Deputy Chief Executive Officer.

The interviewing panel was the Shire President Cr Girando, Deputy Shire President Cr Williams, Cr Jan Waite and the Chief Executive Officer.

COMMENT:

The interview panel believe Mr Stuart Billingham to be the best possible candidate for the position of Deputy Chief Executive Officer and negotiated contract arrangements for ratification by the Council. Mr Stuart Billingham has advised that he is able to commence the position on the 15 September 2008 due to having to give three months notice.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

As per the negotiated contract, included at Confidential Attachment 13.1, as tabled for Council's adoption.

VOTING REQUIREMENT:

Absolute Majority.

OFFICER RECOMMENDATION:

That Council:

1. accept the appointment of Stuart Billingham to the position of Deputy Chief Executive Officer:
2. enter into an employment contract with Stuart Billingham based on the contract included at Confidential Attachment 131 with the specific conditions of:
 - a. a five year term;
 - b. remuneration of \$78,000, per annum; and
 - c. the contract commencing on 15th September 2008; and

3. Authorise the President and Chief Executive Officer to sign and seal the employment contract.

RESOLUTION: **2008-128**

Moved: Cr Bothe

Seconded: Cr Williams

That Council:

1. *accept the appointment of Stuart Billingham to the position of Deputy Chief Executive Officer:*
2. *enter into an employment contract with Stuart Billingham based on the contract included at Confidential Attachment 13.1 with the specific conditions of:*
 - a. *a five year term;*
 - b. *remuneration of \$78,000, per annum; and*
 - c. *the contract commencing on 15th September 2008; and*
 - d. *amend clause 12.5.1 by removing the words 'the house at Lot 42 Commercial Street' and replace with 'a house, free of rent'.*
3. *Authorise the President and Chief Executive Officer to sign and seal the employment contract.*

CARRIED 7/0 BY ABSOLUTE MAJORITY

Shire of Coorow



CONTRACT OF EMPLOYMENT

Deputy Chief Executive Officer

CONFIDENTIAL

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This Contract of Employment is made on the **10th day of July 2008**

BETWEEN:

1. Shire of Coorow (the Local Government)

Main Street
COOROW WA 6515

and
2. Stuart David Billingham (the Deputy Chief Executive Officer)

118 Throssell Street
Northam WA 6401

1. POSITION

The position is that of Deputy Chief Executive Officer of the Local Government.

This contract relative to that position is made under and subject to the *Local Government Act 1995*.

2. DEFINITIONS

In this Contract:

- 2.1 “Act” means the *Local Government Act 1995*;
- 2.2 “CEO” means the Chief Executive Officer of the Local Government;
- 2.3 “Confidential Information” means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than an agreement or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Council or any undertaking from time to time carried out by the Council.
- 2.4 “Council” means the Council of the Local Government;
- 2.5 “Long Service Leave Regulations” means the Local Government (Long Service Leave) Regulations.
- 2.6 “Mediation Service” as referred to in clause 17 means an individual or company contracted to mediate a dispute between the parties.
- 2.7 “Policies” means the policies adopted by Council.

- 2.8 “Position” means the office or position defined in Clause 1.
- 2.9 “Remuneration Package” means the total of the remuneration package specified in Clause 12.
- 2.10 “Term” means, the term specified in Clause 4.

3. CONSTRUCTION

Unless expressed to the contrary, words importing:

- 3.1 The singular include the plural and vice versa.

A reference to:

- 3.2 A person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority.
- 3.3 A person includes their legal personal representatives, successors and assigns.
- 3.4 A statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 3.5 A right includes a benefit, remedy, discretion, authority or power.
- 3.6 An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.
- 3.7 Provisions or terms of this Contract, or another document, contract, understanding or arrangement include a reference to both express and implied provisions and terms.
- 3.8 This Contract or any other document includes this Contract or other document as varied or replaced and notwithstanding any change in the identity of the parties.
- 3.9 Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions or other electronic mail or transmissions.
- 3.10 Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- 3.11 Headings are for convenience only and do not effect the interpretation of this Contract.

4. TERM OF EMPLOYMENT

Subject to the terms and conditions contained in this contract, the Local Government will employ the Deputy Chief Executive Officer for a term of five years, commencing on the 15th day of September 2008 and expiring on the 15th day of September 2013.

5. FURTHER CONTRACTS

There is no compulsion on either the Council or the Deputy Chief Executive Officer to agree to a new Contract. The Council and/or the Deputy Chief Executive Officer shall initiate discussions not later than 12 months prior to the expiry of the Term for the parties to enter into a new Contract for a further term with the Council making a decision to finalise those discussions not later than 9 months prior to the expiry of the term of this Contract. In the event that the Council and the Deputy Chief Executive Officer agree to a new contract, a new contract will be executed.

6. CHIEF EXECUTIVE OFFICER'S DUTIES AND FUNCTIONS

Deputy Chief Executive Officer must carry out the duties and functions as are:

- 6.1 Set out in the Position Description included at Annexure 1 and as varied from time to time by agreement between the parties.
- 6.2 Set out in the policies of the Local Government as adopted by the Local Government from time to time during the term of employment.
- 6.3 Imposed by the Act or in any other statute and associated regulations relevant to the position.

The Deputy Chief Executive Officer Shall:

- 6.4 Work such reasonable hours as are necessary to carry out the duties and functions of the position.
- 6.5 Observe and carry out all lawful directions given by the Council, in relation to the performance of the Deputy Chief Executive Officer duties and functions under this Contract.
- 6.6 Disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the Chief Executive Officer and or Council in respect of that interest.
- 6.7 Devote the whole of their professional effort to their employment and will not hold any position or take on any activities which may in any way be seen to conflict with the Deputy Chief Executive Officer

obligations under this contract unless approved by the Chief Executive Officer and or Council.

7. PERFORMANCE CRITERIA

The performance criterion that applies to this contract is included at Annexure 2:

These performance criteria may be varied and any other criteria may be included by agreement between the parties at any time during the term of this contract.

8. PERFORMANCE REVIEWS

Council will ensure that a review of the Deputy Chief Executive Officer's performance is conducted annually or more frequently if the Council or the Deputy Chief Executive Officer perceives there is a need to do so.

The Council shall give the Deputy Chief Executive Officer a minimum of ten working days notice in writing that a performance review is to be conducted to enable the Deputy Chief Executive Officer sufficient time to prepare.

Where an external facilitator is to be used, both parties must agree to the nominated facilitator.

The Deputy Chief Executive Officer will prepare and submit to the council and/or facilitator an assessment of his/her own performance prior to the assessment by council.

The final report on the performance of the Deputy Chief Executive Officer is to be forwarded to council for consideration to either accept or reject the report.

9. CONFIDENTIAL INFORMATION

The Deputy Chief Executive Officer shall not divulge any confidential information about the Local Government both during and after their term of employment with the Local Government. Confidential information includes all information and intellectual property relating to the functions and operations of the Local Government which is not made available to the public.

In the event of termination, the Deputy Chief Executive Officer must deliver to the Local Government all confidential information relating to the local government in the Deputy Chief Executive Officer's possession and must not keep or make copies of such information.

10. CONDUCT

The Deputy Chief Executive Officer shall at all times carry out his/her duties and functions in the best interests of the Local Government, and ensure that

the Deputy Chief Executive Officer' actions do not bring the Local Government into disrepute or cause the Local Government damage.

The Deputy Chief Executive Officer will comply with the Staff Code of Conduct adopted by the Local Government pursuant to section 5.103 of the Act or as prescribed in Regulations under the Act.

The Deputy Chief Executive Officer will comply with Council Policy 2.1.18 Electronic E-mail /Internet Usage as adopted by the Shire of Coorow (annexure 3).

11. SUSPENSION

The Council may, during a period which the Deputy Chief Executive Officer is under charge with any criminal offence, suspend the Deputy Chief Executive Officer from duty on full pay.

12. REMUNERATION

The Local Government will provide the Deputy Chief Executive Officer with the remuneration package detailed below:

12.1 The Deputy Chief Executive Officer shall be entitled to a total remuneration package of \$118,970 per annum, which takes into account:

- the requirement to attend Council meetings outside working hours;
- an acknowledgment that the position is measured on performance and not on the number of hours worked; and
- all additional loadings and allowances.

The components representing the remuneration package shall be:

COMPILATION OF SALARY PACKAGE (PER ANNUM)

		Actual Est. Value
12.1.1	Gross Salary	\$78,000
12.1.4	Electricity paid by Council	Yes \$1,500
12.1.6	Clothing Contribution	Yes \$750
12.1.5	Superannuation Guarantee Charge	9% \$6,750
12.1.5	Council Sponsored Superannuation	7% \$5,250
12.1.4	Subsidised Rental	Yes \$13,000
12.1.4	Rent contribution per week	No
12.1.7	Communication	Yes \$750
	Relocation Expenses to maximum	Yes \$5,000
12.3	Unrestricted vehicle use	Yes \$10,000
	Vehicle Contribution per week	\$39 (\$2,030)
	TOTAL PACKAGE	\$123,030

12.2 Salary (Cash Component)

- 12.2.1 The remuneration package referred to in subclause 12.1 shall be reviewed annually by Council. A review shall not result in a decrease in the remuneration package.
- 12.2.2 The Deputy Chief Executive Officer' salary shall be payable fortnightly, in arrears to an account nominated by the Deputy Chief Executive Officer.
- 12.2.3 The Deputy Chief Executive Officer shall be entitled to annual leave loading specified in paragraph 12.1.2 of the Local Government Officer's Award;

12.3 Motor Vehicle

- 12.3.1 The Local Government shall provide unlimited private use of a motor vehicle in accordance with policy as at the date of signing this contract, equivalent in value to a Holden Commodore Berlins Sedan, for the use of the Deputy Chief Executive Officer.
- 12.3.2 The Local Government shall be responsible for all running costs of the motor vehicle including, but not limited to all registration, insurance, fuel and maintenance costs of the motor vehicle.
- 12.3.3 Deputy Chief Executive Officer is responsible for organising for the motor vehicle to be maintained, serviced and cleaned in an appropriate manner.
- 12.3.4 Unlimited private use entitles the Deputy Chief Executive Officer and a driver designated by the Deputy Chief Executive Officer to use the motor vehicle for both business and private purposes in Western Australia.
- 12.3.5 The Deputy Chief Executive Officer shall contribute \$39.00 per week towards the cost of private use of the motor vehicle.

12.4 Superannuation

- 12.4.1 The Local Government will make superannuation contributions during the term of the contract of 16% subject to the Deputy Chief Executive Officer making contributions equivalent to 6% of their salary. The Local Government's contribution includes the Superannuation Guarantee levy.
- 12.4.2 The Deputy Chief Executive Officer may elect to pay additional superannuation contributions as part of a salary sacrifice arrangement with the Local Government. Such an agreement will result in a lower cash component being paid to the Deputy Chief Executive Officer.

12.5 Housing

- 12.5.1 The Local Government shall supply the house at Lot 42 Commercial Street, free of rent, to the Deputy Chief Executive Officer during the life of this agreement.

12.6 Relocation Expenses

- 12.6.1 The Local Government shall, on presentation of an invoice by the Deputy Chief Executive Officer, reimburse the Deputy Chief Executive Officer an amount, to be agreed in advance. 50% of the agreed amount shall be forfeited and re-paid to the Local Government if 12 months service with the Local Government is not achieved by the Deputy Chief Executive Officer.

12.7 Fringe Benefits Tax

The Local Government shall pay any liability with respect to Fringe Benefits Tax incurred as a result of the benefits provided in this Contract, or the ordinary carrying out of Local Government business by way of functions or travelling.

12.8 Valuation

The value to be allocated to each component of the Deputy Chief Executive Officer's total remuneration shall be determined by the Local Government in accordance with such valuation principles as it may adopt from time to time to value benefits extended to its employees.

13. LEAVE

This may include, but is not limited to:

13.1 Annual Leave

The Deputy Chief Executive Officer is entitled to five weeks' paid annual leave each year, to be taken during agreed periods.

13.2 Long Service Leave

Long service leave shall be in accordance with the Local Government (Long Service Leave) Regulations.

13.3 Personal Leave

- 13.3.1 The Deputy Chief Executive Officer is entitled to two weeks (cumulative) per annum paid personal leave when he/she is absent:

- due to personal illness or injury (sick leave); or

- for the purposes of caring for an immediate family or household member who is sick and requires the Deputy Chief Executive Officer's care and support (carer's leave);

13.3.2 Deputy Chief Executive Officer is entitled to two days bereavement leave as non cumulative leave on any occasion on which a member of the Deputy Chief Executive Officer's immediate family or household dies.

13.4 Parental Leave

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available if the Deputy Chief Executive Officer has been employed for a 12 month period or more immediately preceding the commencement of the leave.

13.4.1 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.

13.4.2 The Deputy Chief Executive Officer may take any other forms of paid leave to which he/she are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Deputy Chief Executive Officer's spouse. Paternity Leave cannot normally be taken while the Deputy Chief Executive Officer's spouse is on maternity leave.

13.5 Public Holidays

The Deputy Chief Executive Officer shall be entitled to Western Australian Gazetted public holidays and 2 days in lieu for the day after New Years Day and the Tuesday after Easter.

14. TERMINATION OF EMPLOYMENT

14.1 Effluxion of Time

The employment of the Deputy Chief Executive Officer shall, unless a new contract is negotiated, terminate on the expiry date specified in Clause 4 of this Contract.

14.2 Termination by Either Party

Either party may terminate this contract by giving three months written notice to the other party.

Council will approve a payment to the Deputy Chief Executive Officer of the value of one year's remuneration if the contract has one year or more to run, or, if the contract has less than one year to run, a payment

not exceeding the value of remuneration the Deputy Chief Executive Officer would have received if the contract had been completed.

The Deputy Chief Executive Officer retains the right to recourse for unfair dismissal remedies if termination is harsh, unjust or unreasonable.

14.3 Summary Dismissal

The Council may terminate the employment of the Deputy Chief Executive Officer in writing for a period of less than 3 months if:

14.3.1 Deputy Chief Executive Officer commit any wilful or serious misconduct or wilful neglect in the discharge of the Deputy Chief Executive Officer's responsibilities or obligations under this Contract.

14.3.2 The Deputy Chief Executive Officer wilfully disobey any reasonable and lawful order or direction by the Council.

14.3.3 The Deputy Chief Executive Officer is convicted and under sentence for a crime or has been convicted of a serious Local Government offence within the meaning of Section 2.22 of the Act.

14.3.4 The Deputy Chief Executive Officer Contravenes Council Policy 2.1.18 Electronic E-mail /Internet Usage as adopted by the Shire of Coorow (annexure 3).

A payment under sub-clause 14.2 does not apply where the termination is a result of an event identified under sub-clause 14.3.1, 14.3.2 or 14.3.3 14.3.4.

15. INCONSISTENCY AND SEVERANCE

This Contract shall be governed by and construed in accordance with the laws of the State of Western Australia.

If there is any inconsistency between this Contract and any Industrial Relations Law, the Industrial Relations Law prevails, but only to the extent of the inconsistency.

If there is any inconsistency between this Contract and the *Local Government Act 1995*, the Act prevails but only to the extent of the inconsistency.

Each provision of this document shall be read and construed independently of the other provisions of this document so that if one or more are held to be invalid for any reason whatsoever, then the remaining provisions shall be valid to the extent that they are not held to be so invalid.

If a provision of this document is found to be void or unenforceable but would be valid if some part hereof were deleted or the period of application reduced, such provision shall apply with such modification as may be necessary to make it valid and effective.

16. ALTERATIONS TO THIS CONTRACT

This contract may only be varied or replaced by agreement in writing signed by the parties.

17. DISPUTE RESOLUTION

In relation to any matter that may be in dispute between the Deputy Chief Executive Officer and the Council, the parties will:

- 17.1 Attempt to resolve the matter at workplace level by the Deputy Chief Executive Officer and the Council, or a person or a committee delegated by the Council for that purpose, meeting and conferring on the matter.
- 17.2 Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.
- 17.3 Agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith.
- 17.4 Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process. Such mediation shall operate in a manner as agreed by the parties

The cost of the mediation service will be met by the Local Government. Where an advisor is used by either party, that party will be responsible for meeting the cost of the advisor.

18. NOTICES

Any notice or other communication between the parties:

- 18.1 Must be in legible writing to the last recorded (or known) address;
- 18.2 Is regarded as being given to the sender and received by the addressee:
 - if by person, when delivered;
 - if by post, 3 business days from and including the date of postage; and
 - if by facsimile transmission, whether or not legibly received, when transmitted to the addressee, but if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following business day.
 - If by email, the date of receipt shown on the email.

- 18.3 If the sender is advised that a facsimile transmission is not legible within 2 hours after transmission, the facsimile transmission is not regarded as legible.

19. OTHER TERMS AND CONDITIONS

Subject to any express provision in this Contract to the contrary, each party shall bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations arising out of this Contract

20. EXECUTION BY THE PARTIES

The Common Seal of
COOROW SHIRE COUNCIL
Was hereunto affixed in
the presence of

}

President

Name of President

Chief Executive Officer

Name of Chief Executive Officer

signed by:

Deputy Chief Executive Officer

in the presence of:

Witness

Name of Witness

ANNEXURE 1 POSITION DESCRIPTION

Position Description

1. **TITLE** Deputy Chief Executive Officer
2. **LEVEL** Negotiated
3. **DEPARTMENT/SECTION** Administration/Finance
4. **POSITION OBJECTIVES**

4.1 Objectives of Position

Manage Council's finance and provide accurate, timely financial information. Assist the Chief Executive Officer in the administration of the Shire.

4.2 Within Organisation

Provide advice and information for the financial management of Council's operations. Communication of administration matter to the public.

5. REQUIREMENTS OF THE POSITIONS

5.1 Skills

- 1) Time management/project planning skills
- 2) Management and Supervisory – Staff/Human Resources
- 3) Developed communication skills – written and verbal
- 4) Public relations and interpersonal skills
- 5) Research/Investigative skills
- 6) Interpretation/Analytical skills
- 7) Developed negotiating skills
- 8) Developed problem solving skills
- 9) Meeting procedure skills

5.2 Knowledge

- 1) Working knowledge of Local Government legislation
- 2) Detailed knowledge of Local Government accounting requirements
- 3) Working knowledge of meeting procedure including minutes recording and preparation
- 4) Working knowledge of Human Resource requirements including Industrial Relations Law
- 5) Overview of Council information technology requirements, including computer systems operations

5.3 Experience

- 1) Three – five years within the Local Government Industry with at least two years in a senior financial and/or administrative position within Local Government

5.4 Qualifications and/or Training

- 1) Completed studies towards a Local Government Management qualifications (Associate Diploma Course) which qualifies for the issue of a Certificate of Qualification as a Municipal Clerk or Treasurer (currently issued by the Department of Local Government) or any other recognised accounting qualification
- 2) Hold a current “A” Class Motor Drivers Licence

6. KEY DUTIES/RESPONSIBILITIES

- Responsible for the organisation’s accounting procedures and practices and ensure compliance with the Australian Accounting Standards as applicable and the Local Government Act
- Oversee the preparation of monthly and annual financial reports in accordance with statutory requirements and presentation to Council
- Manage jointly with the Chief Executive Officer in the preparation of the Annual Budget and ensure financial control is maintained
- Responsible jointly with Chief Executive Officer for investment of surplus Council funds
- Responsible for Fringe Benefits Tax Returns
- Responsible for Business Activity Returns
- Prepare various Grant applications, submissions and monitor various projects as a result thereof
- Report monthly to the Council meeting on matters relating to finance operations
- Provide explanations for all audit queries and implement any necessary system changes

Administration

- Attend all Council and Committee meetings as required
- Supervise the recording and preparation of minutes of all Council meetings and of Committees as directed
- Supervise staff, finance, clerical and Leeman Administration staff
- Manage Council’s insurance portfolio and major claims

- Oversee preparations for Council elections, ie Electoral Roll, advertising etc and act as Deputy Returning Officer
- Supervise award interpretations and general industrial relations
- Maintain documentation for leases, agreements, contracts, rentals etc
- Responsible Officer for Equal Employment Opportunity
- Responsible Officer for Freedom of Information Act

Computer System

- Manage the computer system and resources
- Develop and plan for staged upgrades and continuing update of the system
- Represent Council at Computer User Group Meetings

Occupational Health and Safety

- Manage Council's Occupational Health and Safety Policies and ensure implementation

Other Duties

- All other duties and responsibilities as directed by Chief Executive Officer
- Act as Chief Executive Officer during periods of absence or leave
- Coordinate staff training programs

7. ORGANISATIONAL RELATIONSHIPS

7.1 Responsible to: Chief Executive Officer

7.2 Supervision of: Finance/Administration Staff – *Finance Officer, Rates Officer, Customer Service Officer*
Leeman – *Customer Service Officer (2)*
Green Head Library – *volunteer librarians*

Internal and External Liaison:

Internal	President and Council, all other staff and employees
External	General public, community groups and associations, government departments, suppliers, consultants, legal practitioners

8. EXTENT OF AUTHORITY

- Operates under direction of the Chief Executive Officer
- Signs correspondence and cheques on all bank accounts in the Chief Executive Officer's absence
- Signs orders for supply of goods and services

9. SELECTION CRITERIA

Essential

- 1) Computer Skills
- 2) Sound accounting knowledge and practices
- 3) Time management project planning skills
- 4) Management and Supervisory – Staff/Human Resources
- 5) Developed communication skills – written and verbal
- 6) Public relations and interpersonal skills
- 7) Research/Investigative skills
- 8) Interpretation/Analytical skills
- 9) Developed negotiating skills
- 10) Developed problem solving skills
- 11) Meeting procedure skills

7 ANNEXURE TWO - PERFORMANCE CRITERIA

Deputy Chief Executive Officer

PERFORMANCE CRITERIA	PERFORMANCE INDICATOR	EVALUATION/ COMMENTS
Financial Management	Responsible for Council accounting procedures and practices and ensure compliance with Australian Accounting Standards (as applicable) and the Local Government Act	
Financial Reports	Oversee the preparation of monthly, tri-annual and annual financial reports in accordance with statutory requirements for presentation to Council. Annual financial report (un audited) to form part of budget document for presentation to Council in July of each year	
Annual Budget	Preparation of Annual Budget in a timely manner involving appropriate staff in process for presentation to Council in July each year in a format which promotes understanding	
Investment of Surplus Funds	Maximise the income derived from investments through monitoring the Money Market and making specific recommendations to Council on investment policy	
Plan for the Future	Prepare for Council endorsement at the May Ordinary Meeting each year	
Fringe Benefit Tax	Ensure returns are completed in appropriate manner within specified time frame	
Grants Commission, Australian Bureau of Statistics	Ensure returns/statistical information completed in appropriate manner within specified time frame	
Finance and Other Operations	Report monthly to Council meeting on updated matters	

	relating to accounts for payment, cash position, rates reconciliation, plant cost recovery	
Insurance Portfolio	<p>Manage Council Insurance Review within specified time frame with broker</p> <p>Report to Council where appropriate</p>	
Information Technology	<p>Manage the Information Technology resources for the Council.</p> <p>Develop and plan for staged upgrades and contingency upgrade of the IT resources</p>	
Agendas/Minutes	Ensure that Agendas/Minutes are completed and distributed within Council specified time frame	
Staff Development and Performance Monitoring	In conjunction with Chief Executive Officer, completion of Executive (designated) Officers and Works Staff appraisals for presentation to Council at April meeting each year	
Review of fees, charges, rents, allowances	Ensure the review is completed and a report presented to Council at the April Meeting each year	
Annual Report	Ensure the compilation and completion of this report for presentation to Council at the September Meeting. This Report to be distributed to Council Offices, businesses throughout the Shire, some two weeks prior to General/Electors Meeting held in October and March of each year	
Council Audit	<p>Manage Council's Audit process including:</p> <ol style="list-style-type: none"> 1. Provide explanation for all audit queries. 2. Implement any necessary system changes 3. Provide assistance and 	

	cooperate with Auditors during Interim/Annual Audit/Inspection	
Policy Manual/Delegation Register	Ensure review of this document for presentation to Council at June Meeting of each year	

[Annexure 3 Internet /Email Policy 2.1.18](#)

POLICY – STAFF GENERAL

Sub Section: Staff General

Policy Number: 2.1.18

Policy Subject: Electronic E-Mail/Internet

Policy Statement: To provide clear parameters in relation to the use of electronic email and internet usage.

Objectives: To provide the Shire of Coorow's employees with up to date communications/information systems to enable them to perform their duties in the most efficient and effective manner. To reduce the amount of paper sourced information retained. As part of the Employment Enhancement Package to provide employees facilities to access the internet for non work related reasons. To ensure The Shire of Coorow complies with both common law and legislative guidelines pertaining to the use of electronic information systems and that employees use electronic information systems appropriately.

- Guidelines:
- 1.0 The Shire of Coorow reserves the right to review, audit, intercept, access and disclose all information conveyed through e-mail or internet (in accordance with the Privacy Act 1988).
 - 1.1 The Shire of Coorow as part of its Employment Enhancement Program will provide employees with internet access for non work related use.
 - 1.2 Employees may access the internet before or after work hours and during lunch and other breaks.
 - 2.0 Electronic traffic of an offensive nature will not be tolerated and the initiator or employee found passing on, storing or down loading in any way, such material will be subject to disciplinary action and or termination.
 - 3.0 Access to inappropriate/offensive internet sites is prohibited. The initiator or employee found passing on, storing or down loading material in any way from such sites will be subject to disciplinary action and/or termination.
 - 3.1 Inappropriate or offensive material may contain communication, drawings, video footage,

photographs, cartoons, power point presentations, etc, of the following:

- (a) Defamatory material.
- (b) Obscene or offensive material.
- (c) Material that could be construed as harassing.
- (d) Racially motivated material.
- (e) Sexually explicit/pornographic material.
- (f) Material containing horror or gruesome material.

- 4.0 Employees are obligated to report any communication within the workplace they believe may constitute inappropriate and/or unacceptable use of e-mail/internet. It is also the responsibility of the employee to delete immediately (without down loading or saving in any way) from their mail box, any material which may be offensive or contain communications, drawings, video footage, photographs or cartoons, as described in 3.0 above, and take all reasonable steps to prevent such material from being sent again, ie contact the sender and ask that they refrain from sending such material. Should these actions fail to prevent such material being sent, it is the responsibility of the employee to seek assistance from their Manager/Supervisor.
- 5.0 Employees may not access another employee's e-mails without that employee's permission to do so.
- 6.0 Material contained within the e-mail system remains the property of The Shire of Coorow.
- 7.0 The Shire of Coorow does not guarantee the confidentiality of its e-mail system, and it may not be regarded as totally secure.
- 8.0 The Shire of Coorow authorises access to the internet for employees who are required to use the service as part of the duties of their position.
- 9.0 Employees are required to regularly clean out electronic mail boxes.
- 10.0 It is acknowledged that electronic e-mail is a standard form of communication. As such, The Shire of Coorow requires employees to limit personal use of electronic e-mail to a minimum.
- 11.0 An employee found abusing the use of electronic email systems by either sending or receiving excessive and or

inappropriate traffic, will be subject to disciplinary action and or termination. Where receiving is a concern, employees must be able to demonstrate that they have made significant attempts to prevent such traffic.

- 12.0 An employee who is found to be forwarding or saving to the network, disc, or other devices, internal or external attachments that are not work related will be subject to disciplinary action and/or termination.

Resolution No:

Resolution Date:

Source: Chief Executive Officer

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

14. DATE OF NEXT MEETING:

14.1 ORDINARY MEETING OF COUNCIL

3.00pm Wednesday 20 August 2008 at the Leeman Administration Centre,
Leeman.

15. CLOSURE:

There being no further business the President, Cr Girando, closed the meeting at 5.36pm.

These Minutes, consisting of pages 1 to 184 were confirmed by Council in Resolution No.2008-130, as a true and correct record on 20 August 2008.

Presiding Member: M J Girando