

Minutes

1.	DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:	2
2.	RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE/DECLARATION OF INTEREST:	2
3.	RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:	2
4.	PUBLIC QUESTION TIME:	3
5.	APPLICATIONS FOR LEAVE OF ABSENCE:	3
6.	PETITIONS/DEPUTATIONS/PRESENTATIONS:	3
7.	CONFIRMATION OF MINUTES:	3
7.1	ORDINARY MEETING HELD WEDNESDAY 10 DECEMBER 2009 AT THE LEEMAN ADMINISTRATION CENTRE, LEEMAN	3
8.	ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION:	4
9.	MATTERS FOR WHICH MEETING MAY BE CLOSED:	4
10.	REPORTS:	5
10.1	CHIEF EXECUTIVE OFFICER:	5
10.1.1	SHIRE OF COOROW ANNUAL FINANCIAL REPORT 2008 AND ANNUAL ELECTORS MEETINGS	5
10.1.2	WARRADARGE BUSH FIRE BRIGADE REQUEST FOR FUNDING	14
10.1.3	RURAL WATER COUNCIL OF WA	17
10.1.4	2009 LOCAL GOVERNMENT CONVENTION REPRESENTATION	19
10.1.5	COOROW TELECENTRE LEASE AGREEMENT	23
10.1.6	UNALLOCATED CROWN LAND ADJOINING LEEMAN CARAVAN PARK	64
10.3	MANAGER REGULATORY SERVICES:	67
10.2.1	APPLICATION FOR SHED – LOT 14 LONG STREET, COOROW	67
10.2.2	COASTAL SPORTING SHOOTERS CLUB	70
10.2.3	LOCAL PLANNING POLICIES	75
10.3	MANAGER WORKS AND SERVICES:	96
10.4	DEPUTY CHIEF EXECUTIVE OFFICER:	97
10.4.1	ACCOUNTS FOR PAYMENT	97
10.4.2	MONTHLY STATEMENT OF FINANCIAL ACTIVITY – DECEMBER 2008	109
10.4.3	ROYALTIES FOR REGIONS – COUNTRY LOCAL GOVERNMENT FUND (C.L.G.F)	112
10.4.4	2008 STATUTORY COMPLIANCE AUDIT RETURN	123
11.	QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN:	157
12.	URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:	157
13.	MATTERS BEHIND CLOSED DOORS:	157
14.	DATE OF NEXT MEETING:	157
14.1	COMMUNITY FORUM	157
14.2	ORDINARY MEETING OF COUNCIL	157
15.	CLOSURE:	157

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:

The President, Cr Girando, welcomed those present and opened the meeting at 3.20pm.

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

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

President

Mr M J Hook
Mr S D Billingham
Mr D R Hadden
Mr K L Bean
Mrs G Mackenzie

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

Apologies

Councillor B J McDonald

Leave of Absence

As Per Resolution 2008-207
Councillor A K Williams

Deputy President

Declarations of Interest

Councillor/Officer	Item	Interest	Nature
Mr Dave Hadden	10.2.2	Impartiality	Being that he intends to become a member of the Coastal Sporting Shooters Club.

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:

Nil.

4. PUBLIC QUESTION TIME:

Mr Ross Craike spoke to Council about the letter he sent to Council regarding Caretakers Dwellings in Industrial Areas, unhappy that rules seem to keep changing.

5. APPLICATIONS FOR LEAVE OF ABSENCE:

Cr McDonald requested Leave of Absence from 18 February 2009 to 16 April 2009.
Cr Waite requested Leave of Absence from 22 February 2009 to 24 February 2009 and 11 March 2009 to 17 March 2009.

RESOLUTION: **2009-001**

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

That Council grant Leave of absence to:

1. *Cr McDonald from 18 February 2009 to 16 April 2009; and*
2. *Cr Waite requested Leave of Absence from 22 February 2009 to 24 February 2009 and 11 March 2009 to 17 March 2009.*

CARRIED 6/0

6. PETITIONS/DEPUTATIONS/PRESENTATIONS:

Nil.

7. CONFIRMATION OF MINUTES:

7.1 ORDINARY MEETING HELD WEDNESDAY 10 DECEMBER 2009 AT THE LEEMAN ADMINISTRATION CENTRE, LEEMAN
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	1 February 2009

COMMENT:

Nil

OFFICER RECOMMENDATION:

That the Minutes of the Ordinary Meeting held on Wednesday 10 December 2008 at the Leeman Administration Centre, Leeman, be confirmed as a true and correct record.

RESOLUTION: **2009-002**

Moved: Cr Rackemann **Seconded:** Cr Waite

That the Minutes of the Ordinary Meeting held on Wednesday 10 December 2008 at the Leeman Administration Centre, Leeman, be confirmed as a true and correct record.

CARRIED 6/0

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:

Nil.

10. REPORTS:

10.1 CHIEF EXECUTIVE OFFICER:

10.1.1 SHIRE OF COOROW ANNUAL FINANCIAL REPORT 2008 AND ANNUAL ELECTORS MEETING
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	4 February 2009
ATTACHMENT	10.1.1a Annual Financial Report (under separate cover) 10.1.1b Auditors Report and Management Letter 2008
FILE	A5.108/A10

SUMMARY:

To present Council with the Audited Annual Financial Report, Auditors Report and Management Report for 2008 and to set the date for the date for the Annual Electors Meeting.

BACKGROUND:

Section 7.9 of the Local Govt Act 1995 requires an audit to be undertaken and that the audit when completed, must be submitted to the President, the Chief Executive Officer of the local Government and the Minister.

It is a requirement that the annual audit be completed by the 31st December following the close of the financial year. The final audit was commenced by UHY Haines Norton on Thursday the 20th and Friday the 21st of November 2008. The final Audit report and Management Letter has been completed and received by the Shire President and CEO. The Auditor's report and Management report to be submitted to the Shire of Coorow Audit Committee for further consideration. See copy of Audit and Management reports attached for Councillors information only.

COMMENT:

The Annual Financial Report for 2007/08 has now been completed (Please refer to copy of Annual Financial Report tabled at the Meeting) and will be available to the Public and Electors at the Annual Electors Meeting.

Only two statutory non compliance matters were raised in the auditor's report, however notwithstanding these matters it is pleasing to report that no other qualifications or matters indicating adverse trends were raised in the audit report by the Auditor Mr Greg Godwin. Nor were there any matters raised requiring the Chief Executive Officers attention.

Council can now nominate a day for the Annual Electors Meeting. The Annual Electors meeting to be held no more than 56 days after acceptance of annual report.

STATUTORY ENVIRONMENT:

Local Government Act 1995 and Local Government (Financial Management) Regulations 1996, Australian Equivalent International Financial Reporting Standards (AIFRS)

STRATEGIC IMPLICATIONS:

Long Term Financial Planning.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATIONS:

That Council:

1. receive the Annual Financial Report for the financial year ended 30th June 2008, as included as Separate Attachment 10.1.1a;
2. holds the Annual Electors Meeting in the Shire of Coorow, Leeman Administration Centre on Wednesday 18 March 2009 at 7.00pm; and
3. as required by Local Government (Financial Management) Regulation 51(2) that the Annual Financial Report is submitted to the Executive Director for Local Government within 30 days of its receipt by the CEO of the auditors report.

RESOLUTION: **2009-003**

Moved: Cr Rackemann **Seconded:** Cr Waite

That Council:

1. *receive the Annual Financial Report for the financial year ended 30th June 2008, as included as Separate Attachment 10.1.1a;*
2. *holds the Annual Electors Meeting in the Coorow District Hall on Wednesday 18 March 2009 at 7.00pm; and*
3. *as required by Local Government (Financial Management) Regulation 51(2) that the Annual Financial Report is submitted to the Executive Director for Local Government within 30 days of its receipt by the CEO of the auditors report.*

CARRIED 6/0

3 February 2009

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

Dear Mark

**AUDIT OF SHIRE OF COOROW
FOR THE YEAR ENDED 30TH JUNE 2008**

We advise that we have completed the audit of your Shire for the year ended 30th June 2008 and enclose our Audit Report and a copy of the Management Report.

A copy of the Audit Report and Management Report has also been sent directly to the President as is required by the Act.

We would like to take this opportunity to thank you and your staff for the assistance provided during the audit.

Please contact us if you have any queries.

Yours sincerely



**GREG GODWIN
PARTNER**

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INDEPENDENT AUDITOR'S REPORT TO THE ELECTORS OF THE SHIRE OF COOROW

Report on the Financial Report

We have audited the accompanying financial report of the Shire of Coorow, which comprises the balance sheet as at 30 June 2008 and the income statement by nature or type, income statement by program, statement of changes in equity, cash flow statement and rate setting statement for the year ended on that date and a summary of significant accounting policies and other explanatory notes.

Council's Responsibility for the Financial Report

Council is responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended). This responsibility includes establishing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Council, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

Auditor's Opinion

In our opinion, the financial report of the Shire of Coorow is in accordance with the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended), including:

- a. giving a true and fair view of the Shire's financial position as at 30 June 2008 and of its performance for the year ended on that date; and
- b. complying with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

**INDEPENDENT AUDITOR'S REPORT
TO THE ELECTORS OF THE SHIRE OF COOROW (Continued)**

Statutory Compliance

During the course of the audit we became aware of the following instances where the Council did not comply with the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

Submission of Financial Report

The accounts and financial report for the year ended 30 June 2008 were not submitted to the auditor by 30 September 2008 as required by Section 6.4(3) of the Act.

Annual Financial Report

The annual financial report for the year ended 30 June 2007 was not submitted to the Executive Director of the Department of Local Government within 30 days of receipt of the auditor's report as required by Financial Management Regulation 51(2).

Other Matters

In accordance with the Local Government (Audit) Regulations 1996, we also report that:

- a) There are no matters that in our opinion indicate significant adverse trends in the financial position or the financial management practices of the Shire.
- b) Except as detailed above, no other matters indicating non-compliance with Part 6 of the Local Government Act 1995 (as amended), the Local Government (Financial Management) Regulations 1996 (as amended) or applicable financial controls of any other written law were noted during the course of our audit.
- c) All necessary information and explanations were obtained by us.
- d) All audit procedures were satisfactorily completed in conducting our audit.

UHY HAINES NORTON
CHARTERED ACCOUNTANTS



GREG GODWIN
PARTNER

Address: Perth, WA
Date: 3 February 2009

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3 February 2009

The Shire President
Shire of Coorow
PO Box 42
COOROW WA 6515

Dear Cr Girando

MANAGEMENT REPORT FOR THE YEAR ENDED 30 JUNE 2008

We advise that we have completed our audit procedures for the year ended 30 June 2008 and enclose our Audit Report.

We are required under the Local Government Audit Regulations to report certain compliance matters in our audit report. Other matters which arise during the course of our audit that we wish to bring to Council's attention are raised in this management report.

It should be appreciated that our audit procedures are designed primarily to enable us to form an opinion on the financial statements and therefore may not bring to light all weaknesses in systems and procedures which may exist. However, we aim to use our knowledge of the Shire's organisation gained during our work to make comments and suggestions which, we hope, will be useful to you.

Comment on Financial Position

Whilst the current ratio has improved from 0.386 at 30 June 2007 to 0.628 at 30 June 2008, it remains below the acceptable benchmark of 1 together with the untied cash to trade creditors ratio of 0.003 (2007 – 0.004).

As documented last year, these ratios are measures of the Shire's ability to meet its current (short term) liabilities as and when they fall due and whether the Shire has untied/unrestricted cash in excess of its immediate obligations to creditors.

They are usually very good indicators of the "true" short term position of the Shire. The use of an overdraft facility for a short period after year end confirms our observations.

However, as noted in our management report last year, we again believe they are mitigated by the following factors:

- exclusion of the current portion of long-term borrowings (which repayments are budgeted for separately in 08/09) of \$201,924 allows for an adjusted *current ratio* of 0.930;
- the prompt receipt of \$69,000 from 2 funding bodies subsequent to year end would help meet immediate commitments;
- the early adoption of 2008/2009 budget on 16 July 2008 and raising of rates on 22 July 2008 has further alleviated pressure on cashflow; and
- a more or less balanced budget forecast for 08/09 (small surplus of only \$1,251).

Consequently, we still consider *the current ratio* and *untied cash to trade creditors ratio* anomaly to be more of a timing issue as at 30 June 2008. Obviously, we will continue to monitor the situation in future years and suggest it is prudent for Council to do so also.

Use of Corporate Credit Card by Elected Member

We noted the President, being an elected member, has been issued with a corporate credit card. The Act does not make provision for the issuing of credit cards to elected members. A local government **can only** pay allowances or reimburse expenses to an elected member. Furthermore, there are no provisions within the Act which allow an elected member to incur a debt, as would be the case with a credit card.

To help ensure compliance with the Act and Local Government Operational Guideline Number 11 issued in September 2005, we recommend corporate credit cards issued to elected members be cancelled as soon as possible.

Follow-up of Matters Raised in the Interim Audit/Financial Management Review

We are satisfied all matters raised previously have been properly addressed. We will continue to monitor these matters during our interim visit in the first half of 2009.

We noted no other matters we wish to draw to Council's attention.

Corrected Misstatements

We advise we have informed Shire management of several misstatements above \$3,000 which were corrected during the course of our audit and are reflected in the financial report. These corrected misstatements are attached at Appendix 1 to this letter.

Uncorrected Misstatement

We advise we have informed Shire management that there were no uncorrected misstatements above \$3,000 noted by us during the course of our audit.

We take this opportunity to thank the Chief Executive Officer and all staff for the assistance provided during the audit.

Should you wish to discuss any matter relating to the audit or any other matter, please do not hesitate to contact us.

Yours faithfully



GREG GODWIN
PARTNER

Encl

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**SHIRE OF COOROW
APPENDIX 1
FORMING PART OF THE MANAGEMENT REPORT
FOR THE YEAR ENDED 30TH JUNE 2008**

Item	Description	DR (\$)	CR (\$)
1.	Other Revenue (Income Statement) Cash & Cash Equivalents (Balance Sheet) To account for income not recorded previously.	5,096	5,096
2.	Provision for Doubtful Debts (Balance Sheet) Other Expenditure (Income Statement) To reverse provision.	4,432	4,432
3.	Other Expenditure (Income Statement) Rates Outstanding – Pensioners (Balance Sheet) To correct account as per audited report.	4,770	4,770
4.	Employee Costs (Income Statement) Provision for Annual Leave – Current (Balance Sheet) Provision for Long Service Leave – Current (Balance Sheet) Provision for Long Service Leave – Noncurrent (Balance Sheet) To correct provisions as per audited schedules.	10,085 5,201	5,042 10,244
5.	Other Expenditure (Income Statement) Loans - Clubs/Institutions – Current (Balance Sheet) Loans - Clubs/Institutions – Noncurrent (Balance Sheet) To correct the treatment of community loans being taken over by Council	205,506	38,761 166,745
6.	Other Expenses Accrued Income To correct accrued income	3,113	3,113
		238,203	238,203

10.1.2 WARRADARGE BUSH FIRE BRIGADE REQUEST FOR FUNDING

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	4 February 2009
FILE	B6.18

SUMMARY:

Council is being requested by the Warradarge Bush Fire Brigade to consider a cash contribution towards the Warradarge Community Training and Meeting Rooms project.

BACKGROUND:

In September 2008 Council Staff received a request from the Warradarge Bush Fire Brigade to pledge support to their grant application to the Mid West Development Commission for the construction of a Warradarge Community Training and Meeting Rooms.

Council returned the following in support of the application:

Council fully supports the Warradarge Bush Fire Brigade's Grant application for the extension of the Warradarge Bush Fire Brigade building to include a meeting room and restrooms.

Extensions to the existing Warradarge Bush Fire Brigade building will provide meeting facilities to a wide range of community and business groups and Council wishes the Warradarge Bush Fire Brigade all the best in the grant process.

Support was also received from Landmark Coorow, FESA Geraldton and DEC.

Council has since received the following from the Warradarge Bush Fire Brigade Assistant Secretary, Heather Sewell:

In their reply to our application to the Mid West Development Commission grant the Commission said "Whilst we recognize the potential value of the Warradarge Community Training and Meeting Rooms project, cash contributions are required from other stakeholders to reduce the request from Mid West Development Scheme to a reasonable proportion of the total project's cash cost. Cash contributions from other stakeholders would also clearly demonstrate their support for the project and its priority".

In light of the 'Royalties for Regions Grant', we approach the Shire to consider increasing their contribution to the proposed Warradarge Community Room.

COMMENT:

Council staff believe that the Community Training and Meeting Rooms to be a worthy project for many businesses and community members in the Shire of Coorow.

Council has received notification from the Department of Local Government and Regional Development (DLGRD) of the Shire of Coorow allocation under the Country Local Government Fund (CLGF) scheme. An allocation of \$638,166 (GST Exclusive) has been made for the Shire of Coorow in 2008/09 subject to conditions as set out in the Guidelines from DLGRD.

STATUTORY ENVIRONMENT:

Local Government Act 1995
Shire of Coorow 2009/2010 Budget

STRATEGIC IMPLICATIONS:**Shire of Coorow Strategic Plan****GOAL 2 - SERVICES**

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

GOAL 3 - INFRASTRUCTURE

Introduce, maintain and upgrade assets and infrastructure which meet community needs through a timely and cost effective process.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Council may wish to consider allocating \$20,000 from the 2008/09 Royalties for Regions funding to the Warradarge Bush Fire Brigades Community Training and Meeting Room project.

VOTING REQUIREMENTS:

Absolute Majority.

OFFICER RECOMMENDATION:

That Council place an amount of \$20,000 as a cash contribution in the 2009/10 Budget Estimates for the Warradarge Community Training and Meeting Rooms Project being undertaken by the Warradarge Bush Fire Brigade.

RESOLUTION: **2009-004**

Moved: Cr Bothe

Seconded: Cr Waite

That Council consider an amount of \$20,000 as a cash contribution in the 2009/10 Budget Estimates for the Warradarge Community Training and Meeting Rooms Project being undertaken by the Warradarge Bush Fire Brigade.

CARRIED 6/0 BY ABSOLUTE MAJORITY

10.1.3 RURAL WATER COUNCIL OF WA

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	4 February 2009
FILE	W1.9

SUMMARY:

Council is to nominate a delegate and proxy delegate to the Rural Water Council of WA and pay \$50 membership for the current financial year.

BACKGROUND:

The Rural Water Council of WA was formed around 1953 to lobby relevant departments to be connected to the water scheme to help drought proof communities and farms. In June 2008, the Rural Water Council of WA wrote to various Council's requesting comment from Council as to whether the organization was still considered to be viable.

Council resolved the following at the June 2008 Ordinary meeting:

RESOLUTION: 2008-084
Moved: Cr McDonald Seconded: Cr Rackemann
That Council advise the Rural Water Council of WA Inc that it feels that the organisation is no longer required.

CARRIED 8/0

Council has received correspondence from Mr Norman Smith, Secretary of the Rural Water Council of WA stating that after a meeting of the Rural Water Council of WA in September 2008, it was decided that the organisation continue with new aims and objectives.

COMMENT:

Council has been requested to nominate a delegate and proxy for the Rural Water Council of WA. The next meeting will be held 9 March 2009 in Goomalling where new revised aims and objectives will be tabled for approval.

The Rural Water Council of WA is also requesting that Council pay affiliation fees of \$50 for the current financial year. The affiliation fees cover both Council's delegate and proxy to the organisation.

STATUTORY ENVIRONMENT:

Local Government Act 1995
Shire of Coorow 2008/09 Budget

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

If Council resolve to become Members of the Rural Water Council of WA, \$50 subscription fees will have to be paid.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council:

1. nominate Cr _____ as delegate and Cr _____ as proxy to the Rural Water Council of WA; and
2. authorise payment of \$50 for affiliation fees to the Rural Water Council of WA.

10.1.4 2009 LOCAL GOVERNMENT CONVENTION REPRESENTATION

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	4 February 2009
FILE	L9 Local Government Week & Conferences

SUMMARY:

Council to confirm delegates to the 2009 Local Government Convention (formally know as Local Government Week).

BACKGROUND:

Nil.

COMMENT:

Council has received notification of the 2009 Local Government Convention and Trade Exhibition which will be held at the Perth Convention Centre, Thursday 6 to Saturday 8 August 2009.

The Local Government Convention and Trade Exhibition is the one significant conference for Councillors development each year.

Accommodation for the 2009 Local Government Convention is currently available at the following hotels, within walking distance of the Perth Convention Centre:

Accommodation	Daily room rates from (\$)
Somerset (formerly the Chifley)	175-200
Medina Apartments	300-375
Mounts Bay Road Waters Apartments	248-354
Mercure Hotel	175
Novotel Hotel	20% discount off best unrestricted rate
Parmelia Hilton	275-355
Rydges Hotel	219-268

For further consideration of accommodation requirements, Council has been advised that the one day 2009 Roads and Transport Forum will be held on Wednesday 5 August 2009 – immediately prior to the commencement of the Convention.

Council is being requested to nominate delegates and participants to the 2009 Local Government Convention to allow for early booking of accommodation.

POLICY IMPLICATIONS:

Council has two applicable policies relating to attendance of delegates to Local Government Conventions.

Council's delegate to the Northern Country Zone of WALGA is Cr Girando and Cr Williams is the proxy delegate.

Policy Number:	1.1.4
Policy Statement:	Attendance at Local Government Week
Policy:	That Council provide within each Financial Year Budget for the cost of Council Delegates to attend Local Government Week with first preferences being given to CSCA Ward Delegates.
Objectives:	To recognise the importance of providing Councillors with the opportunity to meet fellow Councillors from other Local Authorities and to participate in a state wide forum on issues relevant to Local Government.
Guidelines:	<ol style="list-style-type: none">1) In relation to bookings to the Conference, the following shall apply: CSCA Delegates - two (2) as appointed by Council Observers - two (2) Councillors and the Chief Executive Officer2) That all accommodation and incidental expenses of partners accompanying Councillors and Staff Members be met by Councillors or Staff Members3) Bookings to the Conference/Hotel shall be made as soon as notice is given of the venue/Conference in order to avoid problems with accommodation
Policy Number:	1.1.6
Policy Subject:	Members Attendance at Conferences, Seminars, Training and Induction Courses
Policy:	Council supports and wherever possible will take advantage of appropriate training opportunities for Elected Members.
Objectives:	To maximise training opportunities for Elected Members.
Guidelines:	<ol style="list-style-type: none">a) Priority be given to any Course or Seminar that is specifically relevant to Councillors and attendance at such Course or Seminar is subject to approval by Council, Shire President or Chief Executive Officerb) Priority be given to the attendance of any new Councillor at any Induction or Training Course specifically organised for the benefit of new Councillorsc) Conference, Seminars or Courses organised by organisations of which Council is a member or has an interest in would usually be attended by Council's appointed representatives to those organisations, eg CSCA meetings by CSCA Zone Delegates Two (2) attendance at Local Government Week

- d) When determining costs of a Conference all costs including travelling, accommodation, meals, telephone and other expenses, within reason and supported by receipts, to be included and paid by Council
- e) Conferences in other States would be dealt with in the same way as any other Conference within the State
- f) Reports of Conference attendance to be provided to Council in writing
- g) The type of Conferences that Councillors attend would generally be related to a particular function or activity in which Council is involved rather than individual or personal development type Conference/Seminars

STATUTORY ENVIRONMENT:

Nil.

FINANCIAL IMPLICATIONS:

Final costs for the 2009 Local Government Convention will depend on the number of Councillors and Staff attending.

In previous years Council has expended the following at Local Government Week.

Financial Year	Delegates	Actual
02/03	6	4,306
03/04	8	6,142
04/05	5	4,168
05/06	4	3,350
06/07	3	1,011
07/08	-	-

In 2006/07 Council had only two delegates and the CEO attend only the AGM of WALGA and a dinner associated with the WCRC.

At Local Government Week WA 2003 Council had a larger number of delegates because a number of newer Councillors attending Elected Member Development Training and three Councillors received WALGA awards for service.

Council did not send any delegates to the 2008 Local Government Convention due to budget constraints.

Council has allocated \$3,000 to Conferences and Seminars and to date has expended \$1,754.59.

STRATEGIC IMPLICATIONS:

While the value of Council's attendance at seminars and conferences is not tangible, it is important that Council remains aware of, and informed about wider local government issues across the state.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION:

That:

1. as per Council policies 1.1.4 and 1.1.6, Council has the following delegates attend 2009 Local Government Convention and Trade Exhibition:
 - a) Northern Country Zone of WALGA Delegate and Proxy Delegate – Councillors Girando and Williams;
 - b) Cr _____ as observer;
 - c) the Chief Executive Officer; and
2. Council book accommodation at the Mercure Hotel for \$175 per night for four participants from Wednesday 5 August to Saturday 8 August 2009.

RESOLUTION: 2009-005

Moved: Cr George

Seconded: Cr Rackemann

That:

1. *as per Council policies 1.1.4 and 1.1.6, Council has the following delegates attend 2009 Local Government Convention and Trade Exhibition:*
 - d) Northern Country Zone of WALGA Delegate and Proxy Delegate – Councillors Girando and Williams;*
 - e) One Councillor as observer;*
 - f) the Chief Executive Officer; and*
2. *Council book accommodation at the Mercure Hotel for \$175 per night for four participants from Wednesday 5 August to Saturday 8 August 2009.*

CARRIED 6/0

10.1.5 COOROW TELECENTRE LEASE AGREEMENT

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 February 2009
ATTACHMENT	10.1.5 Lease Documentation (under separate cover)
FILE	Lease File

SUMMARY:

Council is being requested to authorise the President and Chief Executive officer to sign the Lease documents for the Coorow Telecentre.

BACKGROUND:

The previous Chief Executive officer had entered into agreement with the Telecentre to formalise the use of the Town hall as the Coorow Telecentre and resource centre.

This has now been completed by Councils solicitors Civic Legal and a copy is attached under separate cover for Councils perusal.

COMMENT:

The Lease covers all the agreed items and the current funding requirements that was agreed to by the previous Chief Executive Officer. The Coorow Telecentre has requested that any repairs above \$100 per item be undertaken by the Lessor. This will need to be incorporated into the lease as it was part of the agreement for the grant.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Better services to Councils Ratepayers.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

There are no financial implications to Council as the Lease documents are to be paid for by the Telecentre.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That the Shire President and Chief Executive officer sign the lease documents for the lease of lot 1 on diagram 26232 to the Coorow Telecentre, with the amendment of any items of repairs or maintenance under \$100 to be paid by the Lessee and any item above \$100 be the responsibility of the Lessor.

Council deferred this item to the March 2008 Ordinary meeting of Council.

CIVIC LEGAL

Local Government Las yens

Level 2
11 Mounts Bay Road
Perth
Western Australia 6000

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LEASE
Lot 1 on Diagram 26232

SHIRE OF
COOROW
("Lessor")

AND

COOROW
TELECENTRE
("Lessee")

Civic Legal Pty Ltd ACN 114 272 758

A member of the Simpson Kelly Group

CONTENTS

DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS	1
1.1 <u>Definitions</u>	1
1.2 <u>Interpretation</u>	4
1.3 <u>Performance of Functions by Minister</u>	4
1.4 <u>Approval by the Lessor or Minister</u>	4
1.5 <u>Consent of Western Australian Planning Commission</u>	4
2. OPERATIVE PART	5
2.1 <u>Lease of Leased Premises</u>	5
2.2 <u>Quiet enjoyment</u>	5
2.3 <u>Lessee responsible as if owner</u>	5
3. RESERVATION OF LESSOR'S RIGHTS	5
(a) <u>Improvements to Leased Premises</u>	5
(b) <u>Right to enter</u>	6
(c) <u>Granting easements etc</u>	6
(d) <u>Re-classification of fixtures and fittings</u>	6
4. RENT AND RENT REVIEW	7
4.1 <u>Rent</u>	7
4.2 <u>Rent Review</u>	7
4.3 <u>CPI Rent Review</u>	7
4.4 <u>Rent Review Notice</u>	8
4.5 <u>Dispute concerning Current Market Rent</u>	8
5. OUTGOINGS AND BULK SUPPLY OF ELECTRICITY, GAS OR POWER	9
5.1 <u>Outgoings separately assessed</u>	9
5.2 <u>Bulk supplies of electricity, gas or power</u>	9
USE OF LEASED PREMISES AND FACILITIES	9
7. SECURITY OF LEASED PREMISES	10
8. LEASED PREMISES NAME IN LESSEE'S NAME	10
9. COVENANT TO REPAIR AND MAINTAIN	10
10. POSITIVE COVENANTS	12
11. NEGATIVE COVENANTS	13
12. LESSEE'S OBLIGATION TO EFFECT INSURANCES	14
13. INDEMNITIES	15
13.1 <u>General indemnity</u>	15
13.2 <u>Nature of indemnity</u>	15
14. ASSIGNMENT	15
14.1 <u>No assignment</u>	15
14.2 <u>Property Law Act excluded</u>	15
14.3 <u>Lessor may consent to assignment</u>	15
14.4 <u>Lessor may consent to sublease</u>	16
15. DAMAGE, DESTRUCTION OR RESUMPTION	16
15.1 <u>Definitions</u>	16
15.2 <u>Abatement</u>	16
15.3 <u>Either Party May Terminate</u>	17

15.4	<u>Lessee May Terminate</u>	17
15.5	<u>Exceptions</u>	17
15.6	<u>Lessor to Terminate</u>	17
15.7	<u>Antecedent Breaches</u>	17
15.8	<u>Dispute Resolution</u>	18
15.9	<u>Lessor Not Obligated to Reinstate</u>	18
15.10	<u>Proceeds of Insurance</u>	18
15.11	<u>Resumption of Leased Premises</u>	18
16.	<u>LIMIT OF LESSOR'S LIABILITY</u>	18
16.1	<u>No warranties or representations</u>	18
16.2	<u>Suitability and Safety of Leased Premises</u>	19
16.3	<u>Lessor Not Liable</u>	19
16.4	<u>Lessor only liable while Primary Interest Holder</u>	19
16.5	<u>Interruption of Services</u>	19
17.	<u>DEFAULT</u>	20
18.	<u>LESSOR'S POWERS ON DEFAULT</u>	20
18.1	<u>Lessor's right of possession</u>	20
18.2	<u>Lessor may remedy Lessee's default</u>	21
18.3	<u>No prejudice of Lessor's rights</u>	21
18A	<u>Exercise of rights by Lessor</u>	21
19.	<u>ESSENTIAL TERMS</u>	21
19.1	<u>Breach of Essential Terms</u>	21
19.2	<u>Damage for Breach of Essential Terms</u>	22
19.3	<u>Lessor's Entitlement to Damages</u>	22
19.4	<u>Lessor to Mitigate Damages</u>	22
19.5	<u>Calculation of Damages</u>	22
20.	<u>TERMINATION</u>	22
20.1	<u>Yield up Leased Premises</u>	22
20.2	<u>Improvements to Vest in Crown</u>	23
20.3	<u>Remove Lessee's Fixtures</u>	23
20.4	<u>Making Good of Leased Premises on Termination</u>	23
20.5	<u>Lessor Can Make Good</u>	23
20.6	<u>Dealing with Lessee's property not removed at Termination</u>	23
20.7	<u>Lessee to continue to pay Outgoings</u>	24
22.	<u>POWER OF ATTORNEY</u>	24
23.	<u>TRUSTEE PROVISIONS</u>	24
24.	<u>MISCELLANEOUS</u>	24
24.1	<u>Lessee not to permit prohibited matters</u>	24
24.2	<u>Lessor's consent</u>	25
24.3	<u>Certificates</u>	25
24.4	<u>Exercise of rights by Lessor</u>	25
24.5	<u>Lessor may act by agent</u>	25
24.6	<u>Discretion of the Lessor</u>	25
24.7	<u>Time for payment</u>	25
24.8	<u>Time of the essence</u>	26
24.9	<u>No moratorium</u>	26
24.10	<u>Variation</u>	26
24.11	<u>Further assurances</u>	26
24.12	<u>Effect of execution</u>	26
24.13	<u>Entire Agreement</u>	26
24.14	<u>Proper Law</u>	26
24.15	<u>Severance</u>	26
24.16	<u>Headings</u>	26

24.17 Termination	26
24.18 <u>Cost of Com^plyin^g with Obligations</u>	26
24.19 <u>Giving of notice</u>	27
24.20 <u>Goods and services tax</u>	27

SCHEDULE [29
1. Lessor's Details	29
2. Lessee's Details	29
3. Guarantors' Details	29
4. Land	29
5. Leased Premises	29
6. Authorised Use	29
7. Commencement Date	29
8. Term	29
10. Rent	30
11. Interest Rate	30
12. Lessee's Insurance Obligations	30
13. Definition of Outgoings	30
SCHEDULE 2	32

SHIRE OF COOROW of Main Street, Coorow, Western Australia ("Lessor")

COOROW TELECENTRE of care of Post Office Box 123, Coorow, Western Australia
("Lessee")

1. Definitions, Interpretation, Consents and Approvals

Unless stated otherwise:

"**Authorised Use**" means the use specified in item 6 of Schedule 1;

"Business Day" means a day which is not a Saturday, Sunday or public holiday in the State of Western Australia;

"Commencement Date" means the commencement date specified in item 7 of Schedule 1;

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups) and CPI has a corresponding meaning;

"Current CPI" means the Consumer Price index number last published before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 4 to determine an index, the number certified by that actuary;

"Current Market Rent" means the current market rent on an annual basis of the Premises, assuming that:

- (a) the Lessor and Lessee have observed all the terms of this Deed;
- (b) the Lessee will occupy the Premises on the terms of this Deed; and
- (c) if any part of the Building has been damaged or destroyed, that part of the Building has been reinstated,

and taking into account:

- (d) current rent values of similar premises leased at their highest and best use;
- (e) current rent values in respect of rent reviews during current tenancies of similar premises;
- (f) current rent values in respect of renewals of existing tenancies of comparable premises; and
- (g) the value of permanent structural improvements erected or installed at the Lessee's expense and which the Lessee may not remove at Termination, but ignoring:

- (h) any value attaching to goodwill created by the Lessee's occupation of the Premises;
- (i) any value attaching to the Lessee's trade fixtures and fittings on the Premises;
- (j) any value attaching to any licence or permit in respect of the business carried on by the Lessee at the Premises;
- (k) the fact that part of the Term has elapsed at the Rent Review Date;
- (l) any inducement, whether in cash or kind, or other concession customarily or likely to be offered to Lessees; and
- (m) any temporary disturbance resulting from maintenance of any part of the Land, the Building or the Plant and Equipment at any time carried out by the Lessor;

"Event of Default" means the events specified in clause 17 of this Lease;

"Facilities" means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;

"Final Period" means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

"Financial Year" means a year beginning on 1 July and ending on the following 30 June;

"First Period" means the period between the Commencement Date and the last day of the first Lease Year;

"Further Term" means each further term specified in Item 9 of Schedule 1;

"LAA" means the *Land Administration Act 1997*;

"Land" means the land described in item 4 of Schedule 1;

"Lease" means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;

"Leased Premises" means that part of the Land identified on the attached plan marked in red and all other improvements located on that part of the Land;

"Lease Year" means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

"Lessee's Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

"Lessee's Fixtures" means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor's consent which is not re-classified as a Lessor's Fixture in accordance with this Lease;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;

"Lessee's Rights" means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor's Fixtures, the

Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee's Operations from the Leased Premises;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in the Leased Premises and any Lessee's Fixtures which are re-classified by the Lessor as Lessor's Fixtures in accordance with this Lease;

"Lessor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

"Maintain" means maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Outgoings" has the meaning set out in item 12 of Schedule 1;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises;

"Previous CPI" means the Consumer Price Index number last published before the date which is 12 months before the relevant CPI Rent Review Date, or if an actuary is appointed under clause 4 to determine an index, the number certified by that actuary;

"Primary Interest Holder" means, in relation to Crown land, the entity listed on a Crown Certificate of Title as the holder of a charge, Crown lease, easement, lease, mortgage, profit a prendre or other interest, including such interests as are lawfully granted or entered into by a management body but does not include -

- (a) the care, control and management of a reserve, mall reserve or road;
- (b) caveat;
- (c) licence; or
- (d) mining, petroleum or geothermal energy right;

"Rate" means the interest rate specified in item 10 of Schedule 1;

"Refurbish" includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and fittings and upgrading the Leased Premises generally;

"Relevant Authority" means any body or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or any part of the Land or Leased Premises are or will be connected;

"Rent" means the rent specified in item 9 of Schedule 1;

"Rent Review Date" means each date specified in Item 10 of Schedule One;

"Rent Review Notice" means a notice given by the Lessor to the Lessee under clause 4.2;

"Schedule" means a schedule to this Lease;

"Services" means electricity, gas, oil, fuel, water or other similar commodity, facility or service in or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

"Shire" means the Shire of Coorow acting in its capacity as local government;

"Term" means the term specified in item 8 of Schedule 1 and any Further Term;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease; and

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by 2 or more persons shall bind them jointly and severally;
- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do any thing includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

1.3 Performance of Functions by Minister

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

1.4 Approval by the Lessor or Minister

- (a) In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor's reasonable discretion or the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

1.5 Consent of Western Australian Planning Commission

if for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

2. Operative part

2.1 Lease of Leased Premises

In consideration of the Lessee agreeing to:

- (a) pay the money payable under this Lease; and
- (b) duly observe and perform the Lessee's Obligations,

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease,

2.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

(a) Improvements to Leased Premises

the Lessor may at any time carry out improvements to the Leased Premises, including, without limitation:

- (I) construct new buildings on the Land;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (iii) any other Lessor's Works,

but in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations;

(b) Right to enter

(i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:

- (A) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (B) comply with any requirement or order of any local government or other statutory authority;
- (C) carry out any Maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;
- (D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
- (E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term,

except that the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations; and

(ii) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly;

(c) Granting easements etc

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or dedicate or transfer or otherwise deal with any part of the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

(d) Re-classification of fixtures and fittings

The Lessor may by notice to the Lessee at any time or times re-classify those Lessee's Fixtures which it reasonably considers form an integral part of the Leased Premises as Lessor's Fixtures. Ownership of the Lessee's Fixtures specified in the notice will pass to the Lessor on the giving of the notice and the Lessee shall have no right of compensation against the Lessor for such re-classification.

4. Rent and Rent Review

4.1 Rent

The Lessee must pay to the Lessor the Rent:-

- (a) in the manner specified in item 10 of the Schedule;
- (b) at the place notified by the Lessor in writing at any time or in the absence of that direction at the address specified in item 5 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

4.2 Rent Review

On each Rent Review Date, the Lessor shall review the Rent so that it is the greater of:

- (a) the Current Market Rent; or
- (b) the annual Rent payable immediately before the Rent Review date; or
- (b) the rent calculated by reference to the CPI,

and the amount of the Rent stated in the Rent Review Notice is payable from the applicable Rent Review Date.

4.3 CPI Rent Review

- (a) With effect from each Rent Review Date, the Rent calculated by reference to CPI shall be the sums calculated on the basis of the formulae contained in sub paragraph 4.3(a)(i);
- (i) $RR = (R \times CCPI) \text{ divided by } PCPI$

Where:

"RR" = the annual Rent as reviewed;

"R" = the annual Rent payable immediately before the relevant Rent Review Date;

"CCPI" = the Current CPI; and

"PCPI" = the Previous CPI.

- (b) Determination of Current CPI or Previous CPI

If for the purposes of a Rent Review, the Consumer Price Index number is not published or, in the opinion of the Lessor there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant Rent

Review Date for the purposes of determining Previous CPI, then the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that Rent Review Date; and
- (ii) in respect of Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that Rent Review Date;

and the actuary's determination will be binding on the Lessor and the Lessee and the Lessor and the Lessee will pay the actuary's costs in equal shares.

4A Rent Review Notice

The Lessor may at any time, not earlier than 3 months prior to each Rent Review Date, by notice in writing to the Lessee, review and fix the Rent in accordance with clause 4.2, but failure to give a Rent Review Notice in respect of a Rent Review Date will not affect the right of the Lessor to give a Rent Review Notice at any time in respect of that Rent Review Date.

4.5 Dispute concerning Current Market Rent

(a) If the Lessee disputes that the Rent stated in a Rent Review Notice as the Current Market Rent is the Current Market Rent, the Lessee may within 10 business days of receiving a Rent Review Notice give the Lessor notice requiring the Current Market Rent to be determined by a licensed valuer, appointed by the president of the Australian Property Institute (WA Division) on terms that:

- (i) the licensed valuer will determine the Current Market Rent within 21 days of the appointment; and
- (ii) the licensed valuer determines the Current Market Rent as at the relevant Rent Review Date and gives the licensed valuer's determination and the reason for it in writing to the Lessor and the Lessee.

(b) The licensed valuer's determination is binding on the Lessor and the Lessee, and the licensed valuer will act as an expert and not as an arbitrator.

(c) If:

- (i) the Rent agreed or determined is higher than the Rent stated in the rent Review Notice, the Lessee must immediately pay the difference between the agreed Rent and the Rent stated in the Rent Review Notice together with Interest for the period from the applicable Rent Review Date to the date on which the reviewed Rent is paid;

- (ii) the Rent agreed or determined is less than the Rent stated in the Rent Review Notice, the Lessor must refund to the Lessee any over payment of Rent together with interest for the period between payment of the reviewed Rent to the date on which the refund is paid.
- (d) The licensed valuer's costs must be borne equally by the Lessor and the Lessee unless the Current Market Rent determined is equal to or greater than the Rent stated in the Rent Review Notice when the Lessee must pay all the licensed valuer's costs.

5. Outgoings and Bulk Supply of Electricity, Gas or Power

5.1 Outgoings separately assessed

The Lessee must pay to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

5.2 Bulk supplies of electricity, gas or power

if the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the statutory or other public authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than 20% of the amount charged by the statutory or other public authority.

6. Use of Leased Premises and Facilities

6.1 The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 6 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

6.2 The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor's Fixtures; and
- (b) shall not do or omit to do any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

7. **Security of Leased Premises**

7.1 The Lessee shall:

- (a) securely lock all doors or other openings to the Leased Premises when the Leased Premises is unoccupied; and
- (b) if required by the Lessor install in the Leased Premises a security alarm system approved by the Lessor.

7.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

8. **Leased Premises Name in Lessee's Name**

8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.

8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

9. **Covenant to repair and maintain**

9.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
 - (i) fair wear and tear;
 - (ii) damage which is or will be reinstated from the proceeds of insurance; and
 - (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) Maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;
- (e) enter into and keep current a service contract with a reputable air-conditioning service company for the regular maintenance and service of any air-conditioning plant and equipment which services the Leased Premises;

- (f) maintain the Lessee's Fixtures in clean and good condition;
- (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
- (h) replace any broken glass in the Leased Premises.

9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.

9.3 If the Lessee does any work, which affects the Leased Premises, such as any fitting out, alterations, partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:

- (a) comply with all relevant requirements of an authority and all laws and standards;
- (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work
- (c) carry out the work in a safe and proper manner;
- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and
- (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

9.4 Lessee's Further Obligations

- (a) The conditions imposed by this clause 9.5 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.
- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (c) Without prejudice to the generality of clause 9.1 and 9.5(b) for the avoidance of any doubt the Lessee is obliged to:-
 - (i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
 - (ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair;

effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder; and

effect any additional consequential works that are required to the Leased Premises to bring it to and to maintain it in a state of good repair following upon any works carried out in terms of clause 9.4 to comply with HWA, any Agreement or any requirement of HCWA.

10. **Positive covenants**

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - (i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
 - (if) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
 - (iii) any breach of the Lessee's Obligations; and
 - (iv) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph (i) and (iii);
- (0) pay all stamp duty, fines and penalties under the *Duties Act 2008* (WA) on this Lease;
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
 - (i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
 - (ii) any breakage of glass in an exterior window or door in the Leased Premises;
 - (Hi) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
 - (iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;

- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- U) ~~which must comply with the Lessor's Business Day's emergency training programme as directed by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;~~
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate specified in item 10 of Schedule 1 from the due date for payment until the date of actual payment;
if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence;
- (l) if the Lessor arranges the cleaning of the Leased Premises, pay to the Lessor on demand the cost of cleaning the Leased Premises; and
provide, cultivate and maintain trees, shrubs and other vegetation as directed by the
- (m) Lessor for the protection and preservation of the environmental conditions in respect of the Leased Premises.
- (n) 11. Negative covenants The Lessee shall not:
 - (a) without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
 - (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or cut down, dig up or destroy any trees or vegetation or otherwise cause environmental damage or destruction or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
 - (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;

- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- U) without the Lessor's prior consent erect or place outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (I) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- burn any rubbish in the Leased Premises or the Land;
- (m) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (n) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (o) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (p) smoke in the Leased Premises; or
- (q) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.
- (r)

12. **Lessee's Obligation to effect insurances**

The Lessee shall effect and maintain in the names of the Lessor and the Lessee with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises or anything in the Leased Premises as reasonably required by the

Lessor from time to time, including policies of insurance in respect of the matters referred to in item 11 of Schedule 1 and the Lessee shall:

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
- (b) not without the Lessor's prior consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

13. Indemnities

13.1 General indemnity

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing any thing except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

13.2 Nature of indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance.

14. Assignment

14.1 No assignment

The Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

14.2 Property Law Act excluded

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

14.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of an assignment if both the Minister for Lands and the Lessor

consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

14.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of a sublease of the whole or part of the Leased Premises if both the Minister for Lands and the Lessor consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

15. **Damage, Destruction or Resumption**

15.1 Definitions

In this clause 15:

- (a) Lessee of the Lessee's intention to carry out the Reinstatement Works; "Reinstatement Notice" means a notice given by the Lessor to the and
- (b) "Reinstatement Works" means the work necessary to:
 - (i) reinstate the Leased Premises; or
 - make the Leased Premises fit for occupation and use or accessible by the Lessee.

15.2 Abatement

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
 - (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them, then from the date that the Lessee notifies the Lessor of the damage or destruction ("Damage Notice");
 - (iii) any money payable by the Lessee under this Lease; and
 - (iv) the covenant to repair and maintain;will abate according to the nature and extent of the damage or destruction sustained.
- (b) If clause 15.2(a) applies, the remedies for:
 - (i) recovery of any money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the covenant to repair and maintain,

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises is:

restored;

made fit for the Lessee's occupation and use; or (v)

made accessible.

15.3 Either Party May Terminate

if clause 15.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

15.4 Lessee May Terminate

If the Lessor gives a Reinstatement Notice to the Lessee and fails to commence the Reinstatement Works within a reasonable time, the Lessee may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

- (a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or
- (b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

15.6 Lessor to Terminate

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

15.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 15 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

15.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

15.9 Lessor Not Obligated to Reinstate

Nothing in this Lease obliges the Lessor to reinstate the Leased Premises or the means of access to it.

15.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 15, the Lessee will have no interest in the insurance proceeds.

15.11 Resumption of Leased Premises

If the Leased Premises is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this Lease.

16. Limit of Lessor's liability

16.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state of repair of the Leased Premises, or the Lessor's Fixtures;
 - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;
any flow, overflow, leakage or breakdown of any water, airconditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:

- (D the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations; and
- (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

16.2 Suitability and Safety of Leased Premises

- (a) The Lessor does not represent or warrant:-
 - (D that the Leased Premises is suitable to be used for the Authorised Use; or
 - (ii) that the Leased Premises may lawfully be used for the Authorised Use.
- (b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons entering the Leased Premises.

16.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of Services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

16.4 Lessor only liable while Primary Interest Holder

The Lessor is only liable for any breaches under this Lease occurring while it is the Primary Interest Holder of the Land.

16.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction, failure to function, or interruption of or to, the water, gas or electricity services, fire equipment or other services to or facilities contained in

the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

17. Default

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within ten (10) Business Days of the date due for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;
- (h) where the Lessee is a company and:
 - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;

except for the purposes of reconstruction or amalgamation, the Lessee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

18. Lessor's powers on default

18.1 Lessor's right of possession

On the occurrence of an Event of Default, the Lessor may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

18.2 Lessor may remedy Lessee's default

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full **all** Rent and other money payable by the **Lessee** under the Lease:
 - (i) acceptance of the keys for the Leased **Premises**;
 - (ii) entry to the Leased **Premises** by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or
 - (iii) advertising the Leased **Premises** for re-letting.

18.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

18.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Lessee or the continuance of that default.

19. **Essential terms**

19.1 Breach of Essential Terms

- (a) **If** the Lessee's conduct constitutes breach of an essential **term** of this Lease and the Lessor **elects** to **treat** that breach as repudiation or the conduct otherwise constitutes repudiation of this **Lease**, the Lessee shall compensate the Lessor for **all** loss or damage suffered by reason of or arising from the repudiation.

- (b) Clause 4, 5, 6, 9, 12, 14 and 25 of this Lease and item 13 of Schedule 1 are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

19.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

19.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

19.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

19.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 19.4.

20. Termination

20.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

20.2 Improvements to Vest in Crown

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.

20.3 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make *good* any damage caused to the Leased Premises by the removal of the Lessee's property.

20.4 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, notwithstanding the state of the Leased Premises at the Commencement Date, removing all fittings to the floors and walls, repainting the walls and repairing any damage to the floors or walls.

20.6 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 22.3, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

20.6 Dealing with Lessee's property not removed at Termination

The Lessor has the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) to remove and store the Lessee's property in an alternative Leased Premises at the Lessee's cost;
- (b) to sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit,

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

20.7 Lessee to continue to pay Outgoings

If the Lessee fails to make good the Leased Premises as specified in clause 20.3 of this clause, or fails to remove the Lessee's property by Termination, then until the Leased Premises is restored in accordance with this Lease or the Lessor elects to take the absolute property in the Lessee's property left after Termination, the Lessee shall continue to pay the Lessee's Outgoings as if the Lessee were holding over in the Leased Premises.

21. Option of Renewal

if, not more than 6 months but not less than 3 months prior to Termination, the Lessee gives notice to the Lessor exercising its option of renewal, and the Lessor is satisfied that there is no Rent or other money payable under this Lease which is due but unpaid and there is no unremedied breach of the Lessee's Covenants and there have been no breaches of any of the essential terms in this Lease during the Term, the Lessor may grant to the Lessee a lease of the Premises for the Further Term at the Rent as varied pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant extended Term which shall cease to have any further effect.

22. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

23. Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

24. Miscellaneous

24.1 Lessee not to permit prohibited matters

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

24.2 Lessor's consent

The Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

24.3 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

24.4 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

24.5 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

24.6 Discretion of the Lessor

The Lessor and Lessee agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or powers of the Lessor under any Written Law and in particular does not fetter the Lessor with regard to the approval or imposition of conditions on any approval required for the carrying out of the any Lessee's works on the Leased Premises in accordance with this Lease.

24.7 Time for payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within ten (10) Business Days after the Lessor gives a notice to the Lessee requiring payment.

24.8 Time of the essence

Time shall be of the essence in all

respects. 24.9 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

24.10 Variation

This Lease may not be varied except in writing signed by all of the

parties. 24.11 Further assurances

Each party to this Lease must execute and do all acts and things necessary to give full force and effect to this Lease.

24.12 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

24.13 Entire Agreement

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

24.14 Proper Law

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

24.15 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

24.16 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

24.17 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay any money or do any act which is payable or which is to be done after Termination as provided by this Lease.

24.18 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

24.19 Giving of notice

- (b) Any notice, approval, consent or other communication given under this Lease:
- (a) shall be in writing;
 - may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by facsimile transmission to the recipient's facsimile number (if known);
 - (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00 pm on a Business Day) or the next Business Day (if transmitted at or after 4:00 pm on a Business Day, or on a day not being a Business Day); and
 - (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

24.20 Goods and services tax

- (a) In the Lease:
 - "GST" means any goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;
 - "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
 - "GST Law" has the same meanings as in the GST Act;
 - "Tax Invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.
- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the

Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.

- (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and

where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.

- (d) A party's right to payment under this clause 23.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

SCHEDULE I**Particulars of Lease****1. Lessor's Details**

SHIRE OF COOROW
Main Street
Coorow, Western Australia, 6515

2. Lessee's Details

Coorow Telecentre
Cl- Post Office Box 123
Coorow, Western Australia, 6515.

3. Guarantors'

Details Not applicable

4. Land

Lot 1 on Diagram 26232 and being the whole of the land contained in Certificate of Title Volume 1246 Folio 261 as shown on the diagram in Schedule 2.

5. Leased Premises

Lot 1 Bristol Street, Coorow

6. Authorised Use

Telecentre and community hall and short-term hire of rooms and facilities within the Telecentre

7. Commencement

Date 1 January 2009

Term

The term shall be a term of FIVE (5) years commencing on the Commencement Date and ending on 31 December 2013.

9. Further Term

The first Further Term shall be a term of FIVE (5) years commencing on 1 January 2014 and ending on 31 December 2018. -

The second Further Term shall be a term of FIVE (5) years commencing on 1 January 2019 and ending on 31 December 2023.

The third Further Term shall be a term of FIVE (5) years commencing on 1 January 2024 and ending on 31 December 2028.

10. Rent

From the Commencement Date the Rent is TEN DOLLARS (\$10.00) per annum to be paid in advance on 1 January in each year of the Term.

10. **Rent Review Date**

1 January of each calendar year commencing on 1 January 2010 i t

Interest Rate

FOUR percent (4%)

12. **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) ;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee;

on the terms specified in clause 12 of the Lease.

13. **Definition of Outgoings**

"Outgoings" means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) insuring the Leased Premises and the Plant and Equipment against any risk whatsoever;

Maintaining the Land and the Leased Premises;

supplying, providing and Maintaining:

- (i) Services to and Facilities in the Leased Premises;

- (ii) the Plant and Equipment;
- (iii) services to the Leased Premises including but not limited to lighting, air-conditioning, heating, cooling, ventilation, sanitary conveniences and accessories, fire fighting and prevention systems, music and public address systems, and emergency generators;
- (iv) security systems and security personnel, including employees and independent contractors, for the Land or the Leased Premises;
- (d) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;
- (e) landscaping, gardening and reticulating the Land and the Leased Premises;
- (f) employing staff to undertake the matters referred to in this definition;
- (g) administration and operation costs for undertaking the matters referred to in this definition;
- (h) providing motor vehicles, plant and equipment, and tools and materials for the purpose of undertaking the matters referred to in this definition;
- (i) taxes, levies, imposts, duties and statutory charges associated with undertaking the matters referred to in this definition, including but not limited to any tax on goods and services;
- (j) council rates, including rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single holding basis and any other charges of any kind imposed by a governmental or public authority of any kind in respect of the Leased Premises or any part thereof and in the event that no separate assessment is effected then such proportion of the total assessment as the area of the Leased Premises bears to the area of the land over which such assessment is made and in the event that such assessment relates to a period partially within and partially outside the Term then the same shall be apportioned;.
- (k) legal and audit fees in relation to matters referred to in this definition;
- {1} leasing any plant, equipment or other items required for or in connection with the operation of the Leased Premises; and
- (m) providing car parking areas, toilets, rest rooms and other public amenities on the Leased Premises.

SCHEDULE 2

Lot I on Diagram 26232

EXECUTED BY THE PARTIES AS A DEED

THE COMMON SEAL **SHIRE OF COOROW**

was hereunto affixed by authority
of a resolution of the Council in the presence of:

President

Chief Executive Officer

THE COMMON SEAL
COOROW TELECENTRE
was hereunto affixed in the presence of:

10.1.6	UNALLOCATED CROWN LAND ADJOINING LEEMAN CARAVAN PARK
--------	--

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 February 2009
ATTACHMENT	10.1.6 Map of Subject Land
FILE	Lot File

SUMMARY:

Council is to consider the intention of the Department for Planning and Infrastructure to take Unallocated Crown Land adjoining the Leeman Caravan Park for the purpose of sale to the Leeman Caravan Park for extensions of its boundary.

BACKGROUND:

Council has received notice of intention from the Minister to take land under the Land Administration Act 1997 and Section 24MD (6a) and (6b) of the Native Title Act 1993.

The land as proposed is indicated on the map included at Attachment 10.1.6. This land is adjacent to the Leeman Caravan Park.

DPI is taking this land with the intention to sell to the Leeman Caravan Park for extensions of its boundaries.

COMMENT:

As the land adjoins the existing Caravan Park, there should be no objections from Council as it fits within the current zoning of Tourist Development within Council's Town Planning Scheme No. 2.

If Council were to lodge an objection to this notice, an objection in writing would need to be lodged with the Department for Planning and Infrastructure by 6 April 2009.

STATUTORY ENVIRONMENT:

Shire of Coorow Town Planning Scheme No 2.
Native Title Act 1993
Land Administration Act 1997
Local Government Act 1995

STRATEGIC IMPLICATIONS:

This area is currently zoned for Tourist Development under Council's current Town Planning Scheme.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

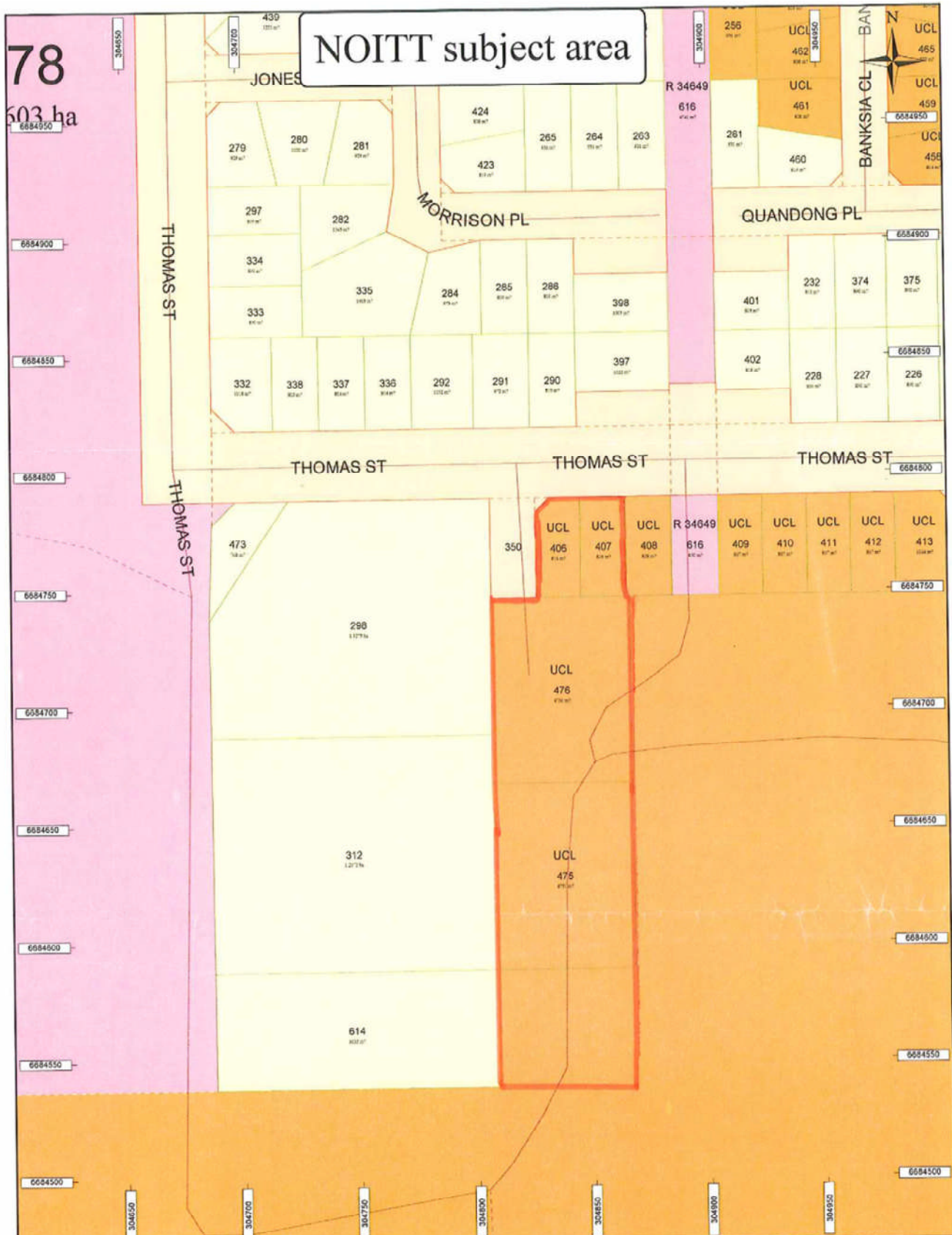
That Council advise the Department for Planning and Infrastructure that Council have no objections to the proposed taking of land as outlined at Attachment 10.1.6 for the amalgamation with adjoining free hold land.

RESOLUTION: 2009-006

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

That Council advise the Department for Planning and Infrastructure that Council have no objections to the proposed taking of land as outlined at Attachment 10.1.6 for the amalgamation with adjoining free hold land.

CARRIED 6/0



Scale : 1:2000 (MGA)
 MGA : SW=304601.265,6684472.142 Zone 50 / NE=305004.37,6684997.872 Zone 50
 Lat/Long : -29°57'18.143", 114°58'30.610" / -29°57'01.304", 114°58'45.985" H 263mm by W 202mm

Printed : 11:13 Mon 2/Feb/2009
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This product is for information purposes only and is not guaranteed. The information may be out of date and should not be relied upon without further verification from the original documents. Where the information is being used for legal purposes then the original documents must be searched for all legal requirements.

10.3 MANAGER REGULATORY SERVICES:

10.2.1 APPLICATION FOR SHED – LOT 14 LONG STREET, COOROW

APPLICANT	Robin Broun
LOCATION	Lot 14, Long Street, Coorow
AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	18 December 2008
FILE	C14

SUMMARY:

An Application has been received to construct a 54m² shed on Lot 14 Long Street Coorow.

BACKGROUND:

The applicant currently has a 27m² garage at the rear of this property. This application is for a 54m² shed will result in a total outbuilding aggregate of 81m², which is 6m² above Councils recently endorsed Local Planning Policy 6.6.8 which advocates on overall floor area of 75m² for outbuildings in a residential zone. The applicant has advised that he is running out of storage space in his existing garage to house vehicles and equipment.

COMMENT:

Nil.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

As mentioned above Council, at its November 2008 meeting endorsed a draft Local Planning Policy 6.6.8 Outbuildings for advertising, which advocates an overall floor area of 75m² for outbuildings in a residential zone. Where possible, Council is required to give due regard to the Policy when determining applications that sit outside of the prescribed standards, yet the Council is not bound to adhere to its Policy. In consideration of the merits of this application, including the requested increase of only 10m², it is not viewed that this proposal will compromise the intent and objective of Policy 6.6.8.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Not applicable.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION

That Council:

1. Conduct a 14 day consultation period with neighbouring land owners to Lot 14 Long Street Coorow, to scope the sentiment to the overall outbuilding aggregate of 81m²;
2. Delegate to the CEO the capacity to grant formal Planning Consent (following 14 day consultation) and no objections/concerns being raised for the shed to be constructed of Lot 14 Long Street Coorow, subject to the following conditions;
 - 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.
3. Should objections/concerns be raised during the neighbour consultation period, the matter be referred back to Council for further consideration and determination.

RESOLUTION: 2009-007

Moved: Cr Rackemann **Seconded:** Cr Bothe

That Council:

1. *Conduct a 14 day consultation period with neighbouring land owners to Lot 14 Long Street Coorow, to scope the sentiment to the overall outbuilding aggregate of 81m²;*
2. *Delegate to the CEO the capacity to grant formal Planning Consent (following 14 day consultation) and no objections/concerns being raised for the shed to be constructed of Lot 14 Long Street Coorow, subject to the following conditions;*

- *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.*
3. *Should objections/concerns be raised during the neighbour consultation period, the matter be referred back to Council for further consideration and determination.*

CARRIED 6/0

Mr Dave Hadden, Manager Regulatory Services declared an Impartiality Interest in Item 10.2.2 being that he intends to become a member of the Coastal Sporting Shooters Club.

RESOLUTION: 2009-008

Moved: Cr Waite

Seconded: Cr George

That the Manager Regulatory Services remain in the meeting as per section 5.68 1(a) & (b) of the Local Government Act 1995.

CARRIED 6/0

10.2.2 COASTAL SPORTING SHOOTERS CLUB
--

APPLICANT	Coastal Sporting Shooters Club
LOCATION	Reserve 40544 Indian Ocean Drive, Green Head
AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	The writer is intending to become a member of this Club
DATE OF REPORT	27 January 2009
	10.2.2a Map indicating location of Range
ATTACHMENTS	10.2.2b Application Letter from Coastal Sporting Shooters Club
FILE	S20

SUMMARY:

A request from the Coastal Sporting Shooters Club has been received seeking approval to develop a Rifle and Hand Gun Range within Reserve 40544 Green Head.

BACKGROUND:

Council has previously dealt with a request from this Club to develop a Rifle Range within Reserve 24496 east of the current Coastal Tip in 2000. Unfortunately as this Reserve is an “A Class” listing approval to develop the Range was never issued.

COMMENT:

The Coastal Sporting Shooters Club has been unable to locate a suitable site to develop a Rifle Range since their original application for Reserve 24496 was refused by CALM. Reserve 40544 Indian Ocean Drive is vested with Council as Parkland and Recreation and appears to be a suitable location for a Rifle Range.

The actual location for a Range will require confirmation from relevant Government agencies as the preferred site (natural valley/depression) sits partially within a Mining Lease (M70/782) operated by Green Head Sands.

If this preferred site turns out to be unavailable there is still land immediately north of the leased area that could be developed into a Rifle Range.

The original application received by Council in 2000 included a list of 43 Community Members who supported the concept of a Shooting Club in the Leeman / Green Head area.

STATUTORY IMPLICATIONS:

Compliance with relevant Legislation.

STRATEGIC IMPLICATIONS:

Shire of Coorow Strategic Plan

GOAL 2 - SERVICES

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

GOAL 3 - INFRASTRUCTURE

Introduce, maintain and upgrade assets and infrastructure which meet community needs through a timely and cost effective process.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION

That Council approve the Application from the Coastal Sporting Shooters Club to develop a Rifle / Hand Gun Range within Reserve 40544 Indian Ocean Drive, Green Head, subject to the following conditions :-

- (a) the location of the Rifle / Hand Gun Range to be approved by the relevant Government agencies;
- (b) the Coastal Sporting Shooters Club being responsible for the development of the Rifle / Hand Gun Range to the required standards; and
- (c) the Coastal Sporting Shooters Club enter into an agreement with Council regarding responsibility for maintenance and insurance requirements of the Range.

RESOLUTION:

2009-009

Moved: Cr George

Seconded: Cr McTaggart

That Council approve the Application from the Coastal Sporting Shooters Club to develop a Rifle / Hand Gun Range within Reserve 40544 Indian Ocean Drive, Green Head, subject to the following conditions :--

- (a) the location of the Rifle / Hand Gun Range to be approved by the relevant Government agencies;*
- (b) the Coastal Sporting Shooters Club being responsible for the development of the Rifle / Hand Gun Range to the required standards; and*
- (c) the Coastal Sporting Shooters Club enter into an agreement with Council regarding responsibility for maintenance and insurance requirements of the Range.*

CARRIED 6/0



Coastal Sporting Shooters
Branch of
Sporting Shooters Association of Australia (WA) Inc
Reg No- A 1009269P
President- Mr Ross Armstrong
CIO Post Office
GREEN HEAD WA 6415

Chief Executive Officer
Mr Mark Hook
Po Box 42
COOROW WA 6515

Dear Mark,

**Re: Proposed Rifle and Hand-Gun Range- Reserve 40544 Indian Ocean Drive
Green Head.**

Our Club was incorporated on the 28th September 2000 and we have been affiliated with the Sporting Shooters Association of Australia (WA) Inc since. Our club applied to Council for assistance to obtain land in Reserve 24496 (Protection of Flora) from DOLA to develop a range for local shooters back in 2000. Unfortunately we were unable to receive approval to develop part of Reserve 24496 for this purpose and have since been unable to find a suitable site for our club.

Some of our members have recently made enquiries regarding Reserve 40544 which is vested with the Shire of Coorow as Parkland and Recreation and appears to be a good site for a rifle and hand - gun range. As such, we would like to respectfully request permission to develop a rifle and hand-gun range within Reserve 40544 that can cater for clay pigeon, pistol, small bore rifle shooting and archery disciplines. Our club realises that it will take a lot of work to develop this range over time with members support, but the hardest part to date has been locating a suitable site to allow our club to commence this process.

Local Police are supportive for a range to be developed locally. We hope that Council can support our club by providing approval to develop a rifle and hand-gun range within Reserve 40544 which will then allow us to progress our applications to other government agencies such as CALM, DOLA and Dept of Mines and Petroleum.

Thanking you in anticipation,

Ross Armstrong
President
Coastal Shooters Club Green Head
4th February 2009

10.2.3 LOCAL PLANNING POLICIES

AUTHOR	Kirrilee Warr
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	3 rd February 2009
ATTACHMENT	10.2.3a Policy 6.6.8 – Outbuildings 10.2.3b Policy 6.6.9 – Temporary Accommodation Camps 10.2.3c Policy 6.6.10 – Caretakers Dwelling – General Industry 10.2.3d Policy 6.6.11 – Extractive Industry 10.2.3e Policy 6.6.12 – Residential Design Codes – Setback Variations
FILE	Policy Manual

SUMMARY:

At the November 2008 Ordinary Council Meeting, the Council resolved;

RESOLUTION: 2008-200

Moved: Cr Waite Seconded: Cr Bothe

That Council resolve, pursuant to Clause 2.4.1 (a) and Clause 2.5 of the Shire of Coorow Town Planning Scheme No.2, to endorse the draft Local Planning Policies as listed below and provided in Attachment 10.2.4a-d for the purpose of receiving comment from the broader community:

- ***Draft Policy 6.6.8 – Outbuildings***
- ***Draft Policy 6.6.9 - Temporary Accommodation Camps***
- ***Draft Policy 6.6.10 – Caretakers Dwelling – General Industry Zone (to supersede Policy 6.6.7 – Residential Living in Industrial Zoned Areas)***
- ***Draft Policy 6.6.11 – Extractive Industry with the amendment that the first paragraph read ‘...basic raw materials to a depth of 5 metres’.***

CARRIED 7/0

At the December 2008 Ordinary Council meeting, the Council resolved;

RESOLUTION: 2008-214

Moved: Cr George Seconded: Cr Williams

That Council resolve, pursuant to Clause 2.4.1 (a) and Clause 2.5 of the Shire of Coorow Town Planning Scheme to endorse the draft Local Planning Policy 6.6.12 – Residential Design Codes – Setback Variations as provided in Attachment 10.2.5 for the purpose of receiving comment from broader community.

CARRIED 7/0

In accordance with Council’s direction all Local Planning Policies were advertised pursuant to Clause 2.4.2 of the Town Planning Scheme. In response there were no submissions received.

BACKGROUND:

Over the last few months the Shire of Chapman Valley Planning Department has suggested the Council prepare a range of local planning policies to assist in guiding land-use and development within the Shire of Coorow on a consistent basis.

The purpose of this report is to present the final local planning policies for Council's consideration and formal adoption.

COMMENT:

In consideration of the Draft Outbuilding Policy 6.6.8, while there has been no formal comment received from the community, it is suggested a minor amendment be undertaken by rewording the first paragraph of the Policy Statement to include 'shade houses' after cubby houses and before dog kennels to provide further clarity those buildings deemed exempt from requiring planning approval and/or a building licence (as included in *italics* at Attachment 10.2.3a). Other than this change, given there were no submissions on any of the draft local planning policies, it is recommended the Council proceed with due process and adopt the respective policies pursuant to the Town Planning Scheme provisions – see Statutory Environment below.

NOTE: An objection to Policy 6.6.10 Caretakers Dwellings – General Industry Zone was received from Mr Ross Crake after the close of the 14 day objection period. This was received just before the close of Agenda Items so has been included in Councillors Agenda Packages for information.

STATUTORY ENVIRONMENT:

Council is able to formulate, review or rescind Planning Policies in accordance with the provisions specified in Clause 2.4 of Town Planning Scheme No.2.

In accordance with Clause 2.4.2 of the Town Planning Scheme, the Council is required to adopt the amended Policy as a 'New Policy' worded to supersede the existing Policy.

STRATEGIC IMPLICATIONS:

For the most part local planning policies are formulated and aligned within a strategic planning direction as set by Council. The establishment of local planning policies aid in guiding the type and standard of development Council views as appropriate within particular areas of the Shire. As previously mentioned, Policies also provide a consistent approach to approving land use and development. Therefore, as a general rule it is important the Council not waiver from an adopted policy position without specific justification being provided and planning merit being identified.

Furthermore, it is also important that a continued review of local planning policies be sustained to keep pace with current development trends and demands.

POLICY IMPLICATIONS:

Refer to Comment Section above.

FINANCIAL IMPLICATIONS:

There is a cost for the preparation of subsequent advertising of Local Planning Policies which will be covered by the Councils existing Planning budget allocation.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

The Council:

1. Amend the draft Outbuilding Policy 6.6.8 by inserting 'shade houses' after cubby houses and before dog kennels in the first paragraph of the Policy Statement;
2. Adopt the new and amended Town Planning Scheme Policies as shown in Attachments 10.2.3a to 10.2.3e (including modification to Policy 6.6.8 as detailed above) pursuant to Clause 2.4.2 of the Shire of Coorow Town Planning Scheme No.2, and proceed publish a notice to this effect in the local newspaper pursuant to Clause 2.4.3 the Shire of Coorow Town Planning Scheme No.2.

RESOLUTION: 2009-010

Moved: Cr Waite

Seconded: Cr Bothe

That Council:

1. *Amend the draft Outbuilding Policy 6.6.8 by inserting 'shade houses' after cubby houses and before dog kennels in the first paragraph of the Policy Statement;*
2. *Adopt Policy 6.6.8 – Outbuildings as shown at Attachment 10.2.3a.*

CARRIED 6/0

RESOLUTION: 2009-011

Moved: Cr McTaggart

Seconded: Cr George

That Council adopt Policy 6.6.9 – Temporary Accommodation Camps as included at Attachment 10.2.3b.

CARRIED 6/0

RESOLUTION: **2009-012**

Moved: Cr Bothe

Seconded: Cr McTaggart

That Council adopt Policy 6.6.10 – Caretakers Dwelling – General Industry Zone as included at Attachment 10.2.3c.

CARRIED 6/0

RESOLUTION: **2009-013**

Moved: Cr George

Seconded: Cr Bothe

That Council adopt Policy 6.6.11 – Extractive Industry as included at Attachment 10.2.3d.

CARRIED 6/0

RESOLUTION: **2009-014**

Moved: Cr Bothe

Seconded: Cr Rackemann

That Council adopt Policy 6.6.12 – Residential Design Codes – Setback Variations as included at Attachment 10.2.3e.

CARRIED

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.8

Policy Subject: Outbuildings

Policy Statement: Pre-fabricated garden sheds, “cubby houses”, *shade houses*, kennels and other animal enclosures (such as aviaries) less than 9m² in total aggregate area and less than 2.1m in height (measured from natural ground level) are exempt from this policy.

Maximum standards for outbuildings are prescribed as follows:

- a) Residential zoned land - 75m² in area or 20% in aggregate of the site area, whichever is the lesser, with a maximum wall height of 3.0m and a total maximum height of 4.5m measured from natural ground level. (These area requirements do not override the open space requirements of Table 1 of the Residential Design Codes (2008) or any specific Scheme requirement);
- b) Rural Residential zoned land - 200m² in aggregate area with a maximum wall height of 4.0m and a total maximum height of 6.5m measured from natural ground level;
- c) Rural zoned land generally less than 20ha and adjacent to settlements or within a town site boundary - 240m² in aggregate area with a maximum wall height of 4.0m and a total maximum height of 6.5m measured from natural ground level;
- d) Rural zoned land greater than 20ha and not adjacent to settlements or within a town site boundary are not regulated by this policy.

NOTE: Regardless of zoning, in the case of lots with the potential for further subdivision, outbuildings may be approved by the local government that meets the maximum standards prescribed under this policy. In considering applications of this type due regard will be given to the objectives of this policy, and in order to protect the future amenity of the lots once subdivided, the local government may impose a condition of approval requiring that a legal agreement be lodged with the local government requiring that in the event of further subdivision of that property, the outbuilding must be removed or reduced in size to conform with this policy.

The erection of an outbuilding on vacant residential and rural residential zoned land shall not be approved unless the following requirements have been satisfied:

- a) The applicant or their builder has been issued with a Building Licence by the local government for the construction of a residence upon that lot, and the builder has commenced construction of the residence up to slab height or erection of the sub-floor structure.

Other than for general storage and/or agricultural purposes an outbuilding shall not be used for any residential habitation, commercial or industrial use without the prior approval of the local government.

The storage of any items in connection with a commercial or industrial operation (eg. craypots, building materials, etc), is considered contrary to the objectives of this policy and is therefore not considered sufficient justification for an increase in the maximum standards as prescribed in Clause 3.2.

Regardless of zoning, on lots of 4ha or less, an outbuilding is to be located behind or to the side, but not forward of any existing dwelling on the lot unless the outbuilding is consistent in design and constructed in the same materials and colours as the dwelling.

All outbuildings proposed to be constructed in the South Bay subdivision are to be clad of non-reflective material as required under Statement 14 of Local Planning Policy 6.6.6.

Objectives: To allow for variation to the Residential Design Codes for Element 10 – Incidental Development.

To provide a clear definition of what constitutes an “outbuilding”.

To ensure that outbuildings are not used for residential habitation, commercial (other than agricultural) or industrial purposes.

To limit the visual impact of outbuildings.

To encourage the use of outbuilding materials and colours complement the landscape and amenity of the surrounding areas.

To ensure that the outbuilding remains an ancillary use to the main dwelling or the principle land use on the property.

“Outbuilding” – is defined in the Residential Design Codes of WA (2008) as: “an enclosed non-habitable structure that is detached from any dwelling.”

“Enclosed” means the enclosure of any side of an outbuilding, including the roof being clad with a non-permeable material. The use of permeable materials such as open lattice or shade cloth does not constitute an enclosed side;

eg. an enclosed side includes walls with a number of openings (windows etc.).

eg. a shade sail is not considered an outbuilding.

eg. an open sided, roofed patio completely detached from the dwelling is considered an outbuilding.

eg. a non-enclosed addition to an existing outbuilding (veranda, patio or carport etc.) shall constitute an extension to that outbuilding.

“Non-habitable” means a Class 10 building as defined under the BCA.

Note: For a structure detached from the dwelling to be considered “habitable” it must be built to a Class 1 standard as prescribed under the BCA (ie. Must contain ablution, kitchen, laundry facilities etc.).

“Detached” means detached in the sense of “not belonging”, “standing apart” or “not contiguous” to another building and being of a “free standing” nature.

Note: If a new structure is proposed to be connected to any part of an existing habitable building (ie. via veranda, walkway, breezeway, carport, garage etc.) then for it NOT to be considered an outbuilding it must be constructed in the same materials and finish to the existing habitable building, and to the Class 1 building standards under the BCA. If not then the proposed structure shall be considered an “attached” outbuilding.

Guidelines: Any variation to any part of the above policy in relation to Residential zoned land will require consultation with affected landowners and/or occupiers and their written neighbour consent to these variations should preferably be given.

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard

to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

The Shire of Coorow Town Planning Scheme No. 2, and the Residential Design Codes of Western Australia (2008)

Resolution No:

Resolution Date: 19 November 2008

Source: Shire of Chapman Valley Planning Department

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.9

Policy Subject: Temporary Accommodation Camps

Policy Statement: The following information is to be provided with an application for planning consent:

- (a) A minimum of 3 sets of accurately scaled and dimensioned locality plans, site plans, floor plans, elevations (generally north, south, east and west elevations showing all buildings proposed for the site, rather than elevations of individual buildings, or as otherwise agreed by Council);
- (b) An analysis of the physical characteristics of the site (on sloping sites topographic mapping may be required);
- (c) Details regarding the maximum number of persons to be housed at the site, including breakdown into numbers of single, married/de facto and dependents (if applicable);
- (d) Details of how development is to be staged;
- (e) Information regarding how essential services are to be provided to the site;
- (f) Details of proposed/intended accommodation purchaser/s (i.e. whose workforce is the camp intended to house);
- (g) An indication from the proposed/intended accommodation purchaser/s of the suitability of the proposal for their accommodation needs (i.e. in terms of size, location, layout, facilities and detailed design does it meet their requirements for accommodating their workforce);
- (h) Details of any prior consultation with local communities and government agencies;
- (i) Details of any ongoing community benefit from development of the camp that may or may not have been negotiated with the local government prior to submitting an application;
- (j) In urban or near-urban situations, details of landscaping, fencing, internal access roads and building materials and finishes;
- (k) A Camp Management Plan; and
- (l) A Decommissioning Plan.

Applications MUST demonstrate that there is a need to develop a camp facility of the size and at the location proposed for the period of time for which approval is sought, and additionally:

- (a) Within a gazetted town site of the Shire:

- Be strategically located within walking distance to a range of services including social, recreational, educational, commercial, retail and medical;
- Be accessible to required services of bitumen sealed road (7.0 metre seal) and reticulated power, water and sewerage;
- In the opinion of the Council, not be located in an area of perceived environmental, social or visual sensitivity;
- Accord with the Shire's current planning instruments (ie Town Planning Scheme, Local Planning Strategy, Coastal Management Strategy) in demonstrating a 'value added' benefit for possible re-use of some or all of the camp infrastructure beyond the life of the temporary accommodation camp use.

(b) Within the Rural area of the Shire:

- Be strategically located within reasonable commuting distance (ie 50 kilometre) to the primary construction site and provide a range of services on-site including social, recreational, small retail and medical;
- Where possible have direct access to a bitumen seal road;
- In the opinion of the Council, not be located in an area of perceived environmental, social or visual sensitivity;
- Where possible demonstrate some level of 'value added' benefit for re-use of the camp infrastructure, either in part or in whole, beyond the life of the temporary accommodation camp use.

Applications are required to demonstrate compliance with the *Design Guidelines for Temporary Accommodation Camps* and other relevant legislation as required by the Council.

Applications must also demonstrate the camp will be effectively and appropriately managed, with management practices outlined in a Camp Management Plan to be submitted with the application for planning consent. The Camp Management Plan should address:

- (a) Strategies ensuring that noise, dust, odour, lightspill and litter are acceptably managed;
- (b) Strategies resolving conflict with owners and/or occupiers of land within the vicinity of the site that may be affected by the operation of the camp;
- (c) Transportation of workers to the site where construction is taking place;
- (d) Strategies for managing the consumption of alcohol in the camp (if applicable); and
- (e) Strategies for preventing the consumption of illicit drugs in the camp.

Applications are to indicate the time period over which the camp is expected to be required (generally for a period of between 6 months and 5 years);

Applications shall be accompanied by a Decommissioning Plan committed to by the applicant by means of a legal agreement that addresses the following issues:

- (a) When the camp shall be decommissioned;
- (b) Works that shall remain in place following decommissioning;
- (c) The clean-up and rehabilitation of the site; and
- (d) The transfer of assets to public ownership where this has been committed too and agreed upon.

The following process is to be undertaken is assessment of an application for a temporary construction camp:

Step 1 – Preliminaries

The proposal should generally be discussed with Council planning staff prior to an application being submitted and in some instances preliminary, written advice will be provided. Applicants should ensure, in consultation with Council staff, that their application contains all the required information.

Step 2 – Initial consideration by Council

Council staff will present a report to Council detailing the application and addressing all aspects of the policy and any other relevant considerations, including details of a site inspection.

Step 3 – Referral & advertising

The application will be advertised for public comment and referred to relevant stakeholders for a minimum of 30 days notwithstanding the Town Planning Scheme requirements. During that period adverts will be placed in local newspaper/s, a sign/s erected on site and plans/documents detailing the application made available for inspection at Council's offices.

Step 4 – Final consideration by Council

The application will be considered in light of any submissions received during the comment period. Council staff will present a report to Council presenting relevant facts and discussion sufficient to enable Council to make an informed decision.

- Objectives: The general objectives of this policy are:
- (a) To ensure that applications for the development of temporary accommodation camps are assessed in a consistent, fair, thorough and timely manner in consideration of a 'Temporary Accommodation Camp' being acknowledged as a use 'not listed' in the Shire of Coorow Town Planning Scheme No.2;
 - (b) To provide guidance to Councillors, staff, other government agencies, landowners, developers, consultants and the general public regarding the assessment of applications for temporary accommodation camps; and
 - (c) To provide, where necessary, for the development of temporary accommodation camps in a way that maximises social benefits whilst minimising social costs.

“Temporary Accommodation Camp” means Development which remains in place on a temporary basis and provides accommodation for construction or construction-related workers and their dependents, and which consists of buildings or other structures which by virtue of their design, layout, density and/or location, is not specifically provided for within the Town Planning Scheme and can only be approved pursuant to the 'use-not-listed' provisions contained within the Scheme.

Guidelines: A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination

The Shire of Coorow Town Planning Scheme No. 2, Shire of Coorow Local Planning Strategy, and the Western Australian Construction Camp Regulations, 2004.

Resolution No:

Resolution Date: 19 November 2008

Source: Shire of Chapman Valley Planning Department

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.10

Policy Subject: Caretakers Dwellings General Industry Zone

Policy Statement: Effective from the date of final adoption of this Local Planning Policy a moratorium shall apply to the establishment of Caretakers Dwelling in the General Industry zone in the Shire.

The moratorium shall stay in effect until the Shire of Coorow Town Planning Scheme No.2 – Zoning Table No.1 has been amended to list a Caretakers Dwelling use as a use ‘Not Permitted’ in the General Industry zone.

The Shire Council does support the continued use of approved Caretakers Dwelling in the General Industry zone and seeks to serve notice through this Policy that the ‘Non-conforming Use’ rights pursuant to clause 4.8 of the Shire of Coorow Town Planning Scheme No.2 will be evoked for all approved/existing Caretakers Dwellings in the General Industry zone.

“Caretakers Dwelling” means a dwelling on the same site as a building, operation, or plant, and occupied by a supervisor of that building, operation or plant;

Objectives: The general objectives of this policy are:

- (d) To prevent the ongoing establishment of Caretakers Dwellings in the General Industry zone in the Coorow Shire;
- (e) To preserve the intended purpose of the General Industry zone and mitigate potential conflict between typical general industrial uses and environmentally sensitive land uses (residential uses) consistent with the advice and direction set by *Environmental Protection Authority’s Guidance Statement No.3, 2005* and the *Western Australian Planning Commission – Planning Bulletin No.70*;
- (f) To serve notice the Shire Council has resolved to amend the Shire of Coorow Town Planning Scheme No.2 with the intent of removing any entitlement for Caretakers Dwellings in the General Industry zone.

Guidelines: A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

The Shire of Coorow Town Planning Scheme No. 2, Environmental Protection Authority's Guidance Statement No.3, 2005 and Western Australian Planning Commission – Planning Bulletin No.70

Resolution No:

Resolution Date: 19 November 2008

Source: Shire of Chapman Valley Planning Department

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.11

Policy Subject: Extractive Industry

Policy Statement: The extraction of basic raw materials to a depth of 5.0 metres or less to be used for improvements the same farming property or for municipal purposes, including the building of roads, is exempt from obtaining planning consent.

Extractive industry will only be approved where the Council is satisfied that the proposal will not result in unacceptable environmental impacts as a result of noise, dust, light-spill, odour, visual intrusion or contamination. In this regard, for a large scale extraction projects, the Council will require an Environmental Impact Assessment to accompany an application for planning consent.

An extractive industry application will not be approved until such time as the Council has consulted with nearby landowner that may be potentially affected and received advice from a range of government agencies with an interest in the proposal, including but not limited to:

- Department of Indigenous Affairs;
- Department of Environment and Conservation;
- Department of Water.

Further information may be sought in addition to an extractive industry application based on the response received by any one or more agency/s.

An application for an extractive industry will not be favourably considered by Council unless the following information has been submitted with the application for planning consent form:

- a) A surveyed plan of the site showing the proposed area of extraction in relation to topographical features, area of remnant vegetation, existing and proposed access and internal roads, existing buildings, proposed stock pipe area and setback distances from property boundaries;
- b) A cross section of the proposed extraction area showing the depth of extraction, height and battering of the pit walls and face, and access ramp/area;
- c) A rehabilitation plan for the area of extraction prepared in accordance with DEC guidelines showing the re-contouring of the land and areas of re-planting.

- d) Written submission detailing the type and quantity of material to be mined, stages of extraction (if applicable), depth of extraction, life expectancy of the resource, specific hours of operation; number of vehicular movements per week and machinery to be used.

Depending on the nature of the proposed extractive industry, local wind, topography and vegetation conditions there may be a need to increase setback distances from site boundaries and existing watercourse (or bodies). When determining such setbacks the Council will consider existing and potential land-uses on adjoining and nearby properties.

The Council may require the preservation and/or planting of a vegetated buffer strip to ensure the extraction activities are adequately screened from the road and adjoining properties.

Where an extractive industry has direct access to a sealed road and the projected number of vehicle movements from the site would justify such a requirement (as determined by Council) the Council may require a crossover and the vehicle access area (50 metre section of the road) to be constructed to the Shire's road specifications.

Where an extractive industry is being developed with or without direct access to a sealed road, the Council may require assistance to upgrade and maintain the road/s that will be affected by heavy vehicle movements associated with the extractive industry. Such upgrading contributions may be financial or in-kind and shall be calculated on a case-by-case basis.

The Council will not support the operation of extractive industry outside of the following hours unless it can be demonstrated the proposed extraction area/activity is at least 1000 metres from the closest neighbouring residence upon which the Council may entertain extended operating times:

- Monday to Saturday - 7.00 am to 6.00 pm;
- Sundays and Public Holidays - no operations.

The extractive industry will generally be approved for a one year only from the date of issue of the approval. Operations that continue beyond a one year duration will be subject to a new application for planning consent.

However, for large scale extraction activities an extended period of approval may be entertained by the Council assessed on merit.

- Objectives: The general objectives of this policy are:
- (g)(a) To ensure that applications for the extraction of raw materials such as sand, gravel, clay, rock, soil, stone, and limestone, and may include the storage, treatment, and in some cases manufacturing of products from such materials are assessed in a consistent, fair, thorough and timely manner.
 - (h)(b) To provide guidance to Councillors, staff, other government agencies, landowners, developers, consultants and the general public regarding the specific requirements and minimum standards for the establishment of an 'Extractive Industry' in the 'Rural' zone; and
 - (i)(c) To provide, where necessary, for the extraction of raw materials used for improvements the same property or for municipal purposes, including the building of roads, to be exempt from obtaining planning consent.
- “Industry - Extractive”** means the extraction, quarrying or removal of basic raw materials such as sand, gravel, clay, turf, soil, rock, stone, or similar substances from the land and also the storage, treatment or manufacture of products from those materials on the land from which those materials are extracted or on land adjacent thereto, but does not include mining.
- “Industry - Mining”** means the land used commercially for the extraction of an identified mineral/s on a large scale required to be licenced through the Department of Industry and Resources.
- Guidelines: The Shire of Coorow Town Planning Scheme No. 2, Coorow Local Planning Strategy, Western Australian Planning Commission Statement of Planning Policy 2.4 Basic Raw Materials.
- A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.
- Resolution No:
- Resolution Date: 19 November 2008
- Source: Shire of Chapman Valley Planning Department
- Date of Review: June Annually

POLICY – RESIDENTIAL DESIGN CODES, SETBACK VARIATIONS

Sub Section:	Town Planning and Regional Development
Policy Number:	6.6.12
Policy Subject:	Residential Design Codes- Setback Variations
Policy Statement:	1.0 Definitions

“Setback” is defined in the Residential Design Codes of WA as: *“The horizontal distance between the wall at any point and an adjacent lot boundary, measured at right angles (90 degrees) to the boundary.”*

“Patio” is defined in the Residential Design Codes of WA as: *“a water impermeable roofed open-sided area.”*

“Carport” is defined in the Residential Design Codes of WA as: *“a roofed structure designed to accommodate one or more motor vehicles unenclosed except to the extent that it abuts a dwelling or a property boundary on one side, and being without a door unless that door is visually permeable.”*

For the purposes of this policy both **“Patio”** and **“Carport”** must be attached to the dwelling. An open sided, roofed patio or carport completely detached from the dwelling is considered an outbuilding (refer to “Outbuildings” Local Planning Policy).

1.1 Standards for Patios

1.1.1 In addition to the Acceptable Development Criteria for Part 6.3.1 of the Residential Design Codes, the following shall apply:

- a) Residential densities R10 and lower – the setback to the side boundary may be reduced to 1.0m (subject to compliance with the BCA) provided affected neighbour consent is given.

Planning application required.

- b) Residential R12.5 and R15 – the setback to the side boundary can be reduced to 1.0m (subject to compliance with the BCA) provided affected neighbour consent is given.

No planning application required.

- c) Residential R17.5 and higher density – the setback to the side and/or rear boundary can be reduced to 1.0m (subject to compliance with the BCA) provided affected neighbour consent is given.

No planning application required.

- 1.1.2 A planning application is required for all Residential land where patios do not comply with the secondary street setback requirements of Table 1 of the Residential Design Codes.

1.2 Standards of Carports

- 1.2.1 In addition to the Acceptable Development Criteria for Parts 6.2.3 and 6.3.1 of the Residential Design Codes, the following shall apply:

- a) Residential densities R10 and lower – the setback to side boundary may be reduced to nil (subject to compliance with the BCA) provided affected neighbour consent is given.

Planning application required.

- b) Residential R12.5 and higher density – the setback to the side and/or rear boundary can be reduced to nil (subject to compliance with the BCA) provided affected neighbour consent is given.

No planning application required.

- c) All Residential land – carports may be built to within 1.5m of the primary street boundary where vehicles are either parked at right angles or parallel to the street alignment.

Planning application required.

- 1.2.2 A planning application is required for all Residential land where carports do not comply with the applicable secondary street setback requirements of Table 1 of the Residential Design Codes.

1.3 Rear Setbacks

In addition to the Acceptable Development Criteria for Part 6.3.1 of the Residential Design Codes, the following additional Acceptable Development Criteria shall apply:

Residential densities R10, R12.5 and R15 – the rear setback requirement of Table 1 of the Residential Design Codes can be reduced by up to 50%, and no closer than three (3) metres, provided affected neighbour consent is given.

In association with the above mentioned statement, in the case of all two storey or multi storey development, the provisions of Clause 6.8 - Privacy Requirements of the Residential Design Codes will be applied to assist with the determination of the rear boundary setback.

Planning application required.

1.4 Truncation Setbacks for Corner Lots

In addition to the Acceptable Development Criteria for Part 6.2.1 of the Residential Design Codes, the following additional Acceptable Development Criteria shall apply:

All Residential land – setbacks to corner truncations will be treated as if the lot was rectangular (ie. without the truncation), however the minimum setback from the truncation is required to be consistent with the applicable secondary street setback requirement of Table 1 of the Residential Design Codes.

No planning application is required.

Objectives:

1. To allow for a regional variation to the Residential Design Code for Design Element 6.2-Streetscape Requirements; specifically;
 - a) Part 6.2.1 Setback of Buildings Generally
 - b) Part 6.2.3 Setback of Garages and Carports
2. To allow for a regional variation to the Residential Design Code for Design Element 6.3-Boundary Setback requirements, specifically;
 - a) Buildings setback from the boundary

Additionally to provide acceptable development criteria under the Residential Design Codes for the following;

- a) Part 6.2.1- Setback of Buildings Generally
- b) Part 6.2.3- Setback of Garages and Carports; and
- c) Part 6.3.1- Building Setback from the Boundary

Guidelines:

Local Planning Policies are guidelines used to assist the local government in making decisions under the scheme. The scheme

prevails should there be any conflict between the policy and the Scheme.

The provision of Clause 5.3 of the Shire of Coorow Town Planning Scheme No.2, relating to special application of the Residential Design Codes allows for this policy to be prepared and implemented.

Resolution No:

Resolution Date:

Source: Shire of Chapman Valley Planning Department

Date of Review: As required

Review Responsibility: Chief Executive Officer

10.3 MANAGER WORKS AND SERVICES:

10.4 DEPUTY CHIEF EXECUTIVE OFFICER:

10.4.1 ACCOUNTS FOR PAYMENT

AUTHOR	Erika Clement
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 February 2009
ATTACHMENT	10.4.1 Accounts Due and Submitted To Council Meeting 18 February 2009

SUMMARY:

Council approval is required for payment of accounts made within the months of December 2008, January 2009 and February 2009 and to approve payments of accounts due in February 2009.

COMMENT:

Approval is sought for the following list of payments of accounts made since Council's last meeting on 10 December 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 18 February 2009.

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 18 February 2009 including:

1. Vouchers 17920 - 17936, 17938 -17957, 17959, 17961, 17964 - 17973, PR71020209 to PR72300109, DD101208 to DD220109, EFT1582 to EFT1699, PRES, DCEO, CEO, MCD, MWS VISA CARDS totalling \$726,410.49 from Council's Municipal Fund; and
2. Vouchers 86 totalling \$760.00 from Council's Trust Fund;

be authorised and passed for payment.

RESOLUTION: 2009-015

Moved: Cr McTaggart **Seconded:** Cr George

That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 18 February 2009 including:

1. *Vouchers 17920 - 17936, 17938 -17957, 17959, 17961, 17964 - 17973, PR71020209 to PR72300109, DD101208 to DD220109, EFT1582 to EFT1699, PRES, DCEO, CEO, MCD, MWS VISA CARDS totalling \$726,410.49 from Council's Municipal Fund; and*
2. *Vouchers 86 totalling \$760.00 from Council's Trust Fund;*

be authorised and passed for payment.

CARRIED 6/0

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
86	18/12/2008	CONNYS COMEDY COMPANY PTY LTD	CHRISTMAS TREE ENTERTAINMENT 2008	\$760.00	
EFT1582	03/12/2008	PHOENIX HOLDEN WANNEROO	PURCHASE DCEO HOLDEN BERLINA VE		\$ 9,166.74
EFT1583	05/01/2009	W A TREASURY CORPORATION	LOAN REPAYMENT # 84		\$ 27,927.11
EFT1584	05/01/2009	PHOENIX HOLDEN WANNEROO	PAYMENT FOR WINDOW TINTING MISSING FROM FIRST INVOICE		\$ 220.00
EFT1585	20/01/2009	ARROWSMITH COMPUTER COMPANY	COMPUTER NETGEAR EQUIPMENT		\$ 696.90
EFT1586	20/01/2009	AUSTRALIA POST-LPO	POSTAGE		\$ 232.58
EFT1587	20/01/2009	AUSTRAL MERCANTILE COLLECTIONS PTY LTD	CHARGES FOR LEGAL FEES-A1225		\$ 16.50
EFT1588	20/01/2009	AVON WASTE	WASTE REMOVAL		\$ 20,460.63
EFT1589	20/01/2009	APPLIED AUTOMOTIVE ENGINEERING	RECONDITONED CYLINDER HEAD CW0011		\$ 795.33
EFT1590	20/01/2009	ACES-ANIMAL CARE EQUIPMENT SERVICES	ANIMAL CONTROL EQUIPMENT		\$ 395.40
EFT1591	20/01/2009	BUNNINGS BUILDING SUPPLIES PTY LTD	EDGING - MECHANIC HOUSE		\$ 129.04
EFT1592	20/01/2009	BOC GASES	GAS		\$ 746.14
EFT1593	20/01/2009	COURIER AUSTRALIA	FREIGHT- HYDRAMET,LIBRARY,THE PAPER COMPANY,MITCHELL & BROWN		\$ 425.74
EFT1594	20/01/2009	COVENTRY GROUP LTD	WORKSHOP CLOTHS		\$ 147.27
EFT1595	20/01/2009	COOROW HIGHWAY STORE	REFRESHMENTS		\$ 482.28
EFT1596	20/01/2009	CUNNINGHAMS AG SERVICES	DSHACKLE,BELTS,FILTERSCW002/CW0016/CW009,CW0033		\$ 1,026.04
EFT1597	20/01/2009	CUTTING EDGES	GRADER BLADES- CW009		\$ 609.84
EFT1598	20/01/2009	COOROW AG PTY LTD	HARDWARE		\$ 697.99
EFT1599	20/01/2009	DRUMMOND JOE ELECTRICS	CONNECTION OF POWER TO CLIFF PARK GREEN HEAD		\$ 3,429.80
EFT1600	20/01/2009	FAMILY SHOPPING CENTRE	REFRESHMENTS & GAS		\$ 373.40
EFT1601	20/01/2009	FARMWORKS	MAKITA GRINDER-WORKSHOP		\$ 360.55
EFT1602	20/01/2009	GERALDTON CARPET CHOICE	EXTENSION CHANNEL FOR -SHIRE HOUSE -(GARY ROBERTS)LEEMAN		\$ 36.00
EFT1603	20/01/2009	GREEN HEAD PLUMBING & GAS	RETIC CLIFF PARK		\$ 7,189.54
EFT1604	20/01/2009	GH COUNTRY COURIERS	FREIGHT-PURCHER		\$ 61.28

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
EFT1605	20/01/2009	GREEN HEAD COMMUNITY CENTRE MANAGEMENT	CLEANING GREEN HEAD COMMUNITY CENTRE		\$ 200.00
EFT1606	20/01/2009	GERALDTON NEWSPAPERS LIMITED	HMAS SYDNEY BOOKLETS		\$ 50.00
EFT1607	20/01/2009	GIRANDO MJ	MEETING & SITTING FEES		\$ 663.40
EFT1608	20/01/2009	GERALDTON FUEL CO PTY LTD	FUEL		\$ 5,856.00
EFT1609	20/01/2009	HERSEY JR & A PTY LTD	GREASE GUNS,FUEL METER,BATTERY		\$ 1,116.61
EFT1610	20/01/2009	HITACHI CONST MACHINERY (AUST) P/L	FILTERS -CW009		\$ 1,411.67
EFT1611	20/01/2009	IT VISION	ITVISION SYNERGY		\$ 247.50
EFT1612	20/01/2009	INTELLIGENT IP COMMUNICATIONS PTY LTD	INTERNET- DEPOT		\$ 305.75
EFT1613	20/01/2009	K9 COLLARS (WA)	BATTERIES FOR K9 COLLAR		\$ 33.00
EFT1614	20/01/2009	LEEMAN HARDWARE	REPAIRS TO LOT 490 NAIRN ST LEEMAN		\$ 4,238.08
EFT1615	20/01/2009	LANDMARK	BLACK POLY SHEETING-LEEMAN TIP		\$ 2,668.92
EFT1616	20/01/2009	LEEMAN COUNTRY & SPORTING CLUB INC	REFRESHMENTS COUNCIL MEETING		\$ 300.50
EFT1617	20/01/2009	LGIS RISK MANAGEMENT	REGIONAL RISK CO-ORDINATOR		\$ 3,727.90
EFT1618	20/01/2009	ML COMMUNICATIONS	BASE ANNTENNA - LEEMAN OFFICE		\$ 583.15
EFT1619	20/01/2009	MIDWEST CHEMICAL & PAPER	CLEANING SUPPLIES - LEEMAN		\$ 1,030.14
EFT1620	20/01/2009	LGIS PROPERTY	PROPERTY INSURANCE- AGED UNITS COOROW		\$ 247.37
EFT1621	20/01/2009	MIDVALE DISCOUNT TYRES	TYRES - CW00		\$ 1,680.00
EFT1622	20/01/2009	MCINTOSH & SON	GUARD ASSY & FREIGHT- CW0013		\$ 3,937.18
EFT1623	20/01/2009	MARTINS TRAILER PARTS PTY LTD	LICENSE HOLDERS - TRAILERS		\$ 24.26
EFT1624	20/01/2009	NEAT N' TRIM UNIFORMS PTY LTD	UNIFORMS - FO		\$ 748.00
EFT1625	20/01/2009	NORTHAM BEARING SALES	OIL SEALS-CW0034		\$ 100.93
EFT1626	20/01/2009	OFFICEWORKS BUSINESS DIRECT	STATIONARY SUPPLIES		\$ 196.58
EFT1627	20/01/2009	OCEAN CENTRE HOTEL	ACCOMODATION - RATES OFFICER - TRAINING COURSE		\$ 315.00
EFT1628	20/01/2009	PURCHER-INTERNATIONAL PTY LTD	SERVICE TO CW 0010 AIR CONDITIONER		\$ 4,724.55
EFT1629	20/01/2009	PAPER PLUS OFFICE NATIONAL	STATIONARY SUPPLIES		\$ 401.91
EFT1630	20/01/2009	QUANTOCK S & L ELECTRICS	AIR CONDITIONING AGED UNITS		\$ 10,669.34
EFT1631	20/01/2009	RBC-RURAL	PHOTOCOPIER CHARGES- COOROW & LEEMAN		\$ 1,168.98
EFT1632	20/01/2009	RICOH FINANCE	LEASE PAYMENT PHOTOCOPIERS		\$ 663.49

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
EFT1633	20/01/2009	RYLAN PTY LTD	KERBING IN LEEMAN		\$ 27,676.00
EFT1634	20/01/2009	SNAG ISLAND ROADHOUSE	POSTAGE		\$ 91.35
EFT1635	20/01/2009	SEASIDE SUPPLIES	REFRESHMENTS		\$ 444.38
EFT1636	20/01/2009	STAR TRACK EXPRESS	FREIGHT- CUTTING EDGE,WESTRAC,NAK,MIDVALE TYRES		\$ 892.64
EFT1637	20/01/2009	RELIANCE PETROLEUM	GREASE		\$ 191.26
EFT1638	20/01/2009	STACEY GROUP OF COMPANIES PTY LTD	BACK FILLING OF KERBS-LEEMAN		\$ 841.50
EFT1639	20/01/2009	TOTALLY WORKWEAR MIDLAND	RANGER UNIFORMS		\$ 95.85
EFT1640	20/01/2009	TRUCKLINE	CAM BUSHES,BRAKES PARTS - CW034		\$ 967.95
EFT1641	20/01/2009	WA LOCAL GOVERNMENT ASSOCIATION (WALGA)	DEATH NOTICE - MAYOR OF CITY OF SWAN		\$ 60.80
EFT1642	20/01/2009	WALTONS STORES	SERVICE & PARTS TO CW0052		\$ 3,476.74
EFT1643	20/01/2009	WESTRAC EQUIPMENT	SERVICE CW007-TRANSMISSION FAULTS		\$ 10,115.29
EFT1644	20/01/2009	WINCHESTER INDUSTRIES	METAL DUST - RUDDOCK ST		\$ 448.25
EFT1645	20/01/2009	WURTH AUSTRALIA PTY LTD	FUSES,GOGGLES,SHEARS-WORKSHOP		\$ 170.00
EFT1646	20/01/2009	W A TREASURY CORPORATION	LOAN REPAYMENT L#77		\$ 10,443.75
EFT1647	09/02/2009	ARROWSMITH COMPUTER COMPANY	PHONE- COAST		\$ 370.45
EFT1648	09/02/2009	AUSTRALIA POST-LPO	POSTAGE		\$ 155.69
EFT1649	09/02/2009	AVON WASTE	WASTE REMOVAL		\$ 10,037.44
EFT1650	09/02/2009	BLACKWOODS ATKINS	SWIVEL HOOK-WORKSHOP		\$ 257.78
EFT1651	09/02/2009	BAY GLASS	VERTICAL BLINDS - AGED UNITS COOROW		\$ 2,000.00
EFT1652	09/02/2009	BILLY GOAT BAY CONTRACTING	GARDEN MAINTENANCE- L50 NARIN ST LEEMAN		\$ 344.12
EFT1653	09/02/2009	COURIER AUSTRALIA	FREIGHT- LIBRARY		\$ 79.43
EFT1654	09/02/2009	COVENTRY GROUP LTD	TRAILER PLUGS/HOSE		\$ 260.88
EFT1655	09/02/2009	COOROW HIGHWAY STORE	REFRESHMENTS		\$ 80.74
EFT1656	09/02/2009	CHUBB FIRE	SERVICE TO FIRE EQUIPMENT - GREEN HEAD STATION		\$ 986.30
EFT1657	09/02/2009	COOROW AG PTY LTD	HARDWARE- PROTECTIVE CLOTHING		\$ 522.17
EFT1658	09/02/2009	DRUMMOND JOE ELECTRICS	REPAIRS WARRADARGE FIRE SHED		\$ 154.00
EFT1659	09/02/2009	FAMILY SHOPPING CENTRE	REFRESHMENTS		\$ 1,911.80
EFT1660	09/02/2009	FELIX McQUISTAN	RENTAL -RANGER REMOVAL		\$ 505.68

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
EFT1661	09/02/2009	GREEN HEAD PLUMBING & GAS	SUPPLY & INSTALL HWS RANGERS HOUSE		\$ 1,852.99
EFT1662	09/02/2009	GREEN HEAD COMMUNITY CENTRE MANAGEMENT	CLEANING - GREEN HEAD COMMUNITY CENTRE		\$ 125.00
EFT1663	09/02/2009	GERALDTON FUEL CO PTY LTD	FUEL		\$ 37,644.83
EFT1664	09/02/2009	HERSEY JR & A PTY LTD	BROOMS,BATTERIES,GLOVES		\$ 454.30
EFT1665	09/02/2009	HITACHI CONST MACHINERY (AUST) P/L	FILTERS- CW 0012		\$ 1,004.43
EFT1666	09/02/2009	HARE & FORBES MACHINERY HOUSE	PUMP FOR PARTS WASHER		\$ 62.00
EFT1667	09/02/2009	INTELLIGENT IP COMMUNICATIONS PTY LTD	INTERNET		\$ 305.75
EFT1668	09/02/2009	KLEENHEAT GAS	GAS BOTTLE RENTAL		\$ 51.70
EFT1669	09/02/2009	LEEMAN HARDWARE	HARDWARE		\$ 1,399.80
EFT1670	09/02/2009	LEWIS MOTORS	COVER - CW00		\$ 81.80
EFT1671	09/02/2009	LANDMARK	PINE RAIL- LEEMAN		\$ 3,223.53
EFT1672	09/02/2009	ML COMMUNICATIONS	PHONE RENTAL - COASTAL		\$ 392.20
EFT1673	09/02/2009	MIDWEST CHEMICAL & PAPER	CLEANING SUPPLIES		\$ 413.84
EFT1674	09/02/2009	MIDALIA STEEL PTY LTD	HOT ROLLED SHEET METAL- MALEY PARK		\$ 265.65
EFT1675	09/02/2009	NORTH MIDLANDS MOTORS	TYRES-CW0017		\$ 1,716.20
EFT1676	09/02/2009	NORTHAM BEARING SALES	OIL SEALS - CW 0059		\$ 445.87
EFT1677	09/02/2009	PLANWEST (WA) PTY LTD	FINAL STRATEGY DOCUMENT		\$ 4,400.00
EFT1678	09/02/2009	PURCHER-INTERNATIONAL PTY LTD	SERVICE - CW004		\$ 3,953.87
EFT1679	09/02/2009	PAPER PLUS OFFICE NATIONAL	STATIONARY		\$ 332.74
EFT1680	09/02/2009	PARK MOTOR BODY BUILDERS	SEAL CW0059		\$ 165.73
EFT1681	09/02/2009	RBC-RURAL	METERPLAN CHARGES PHOTOCOPIERS		\$ 1,043.54
EFT1682	09/02/2009	RUMBOLD FORD	FILTERS- CW003/CW008		\$ 245.30
EFT1683	09/02/2009	RICOH FINANCE	LEASE PHOTOCOPIER CHARGES		\$ 663.49
EFT1684	09/02/2009	SNAG ISLAND ROADHOUSE	POSTAGE		\$ 61.65
EFT1685	09/02/2009	SUNNY SIGN COMPANY PTY LTD	SIGNS- TIP HOURS		\$ 490.60
EFT1686	09/02/2009	SEASIDE SUPPLIES	REFRESHMENTS		\$ 481.58
EFT1687	09/02/2009	SIGMA CHEMICALS	TESTING KIT - POOL		\$ 87.00
EFT1688	09/02/2009	STAR TRACK EXPRESS	FREIGHT - HITACHI		\$ 95.54

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
EFT1689	09/02/2009	RELIANCE PETROLEUM	UNLEADED FUEL- LEEMAN		\$ 12,487.13
EFT1690	09/02/2009	SNAP PRINT	BUSINESS CARDS RANGER		\$ 178.00
EFT1691	09/02/2009	TRUCKLINE	HUB CAPS & DRUMS CW 0059		\$ 347.20
EFT1692	09/02/2009	TAFEWA CY O'CONNOR	ENROLMENT - APPRENTICE		\$ 661.00
EFT1693	09/02/2009	VAC INDUSTRIES	DRILL BITS/PILOT PINS		\$ 258.17
EFT1694	09/02/2009	WA LOCAL GOVERNMENT ASSOCIATION (WALGA)	STATIONARY-DESKPADS		\$ 46.60
EFT1695	09/02/2009	WESTERN GREY	SPRAYER		\$ 220.00
EFT1696	09/02/2009	WALTONS STORES	HYDRUALIC HOSE- CW005		\$ 367.67
EFT1697	09/02/2009	WESTRAC EQUIPMENT	FILTERS-CW0011		\$ 255.46
EFT1698	09/02/2009	WINCHESTER INDUSTRIES	WASHED STONE - LEEMAN STREETS		\$ 11,723.36
EFT1699	09/02/2009	W A TREASURY CORPORATION	LOAN REPAYMENT LOAN #82		\$ 3,981.41
17920	04/12/2008	PAYROLL DEDUCTION - SUPERANNUATION	Superannuation contributions		\$ 50,694.59
17921	17/12/2008	SHIRE OF COOROW - LOTTO	Payroll deductions		\$ 190.00
17922	22/12/2008	HOSTPLUS	Superannuation contributions		\$ 240.88
17923	22/12/2008	PAYROLL DEDUCTION - CSA	Payroll deductions		\$ 1,661.54
17924	22/12/2008	PAYROLL DEDUCTION - SUPERANNUATION	Superannuation contributions		\$ 20,778.90
17925	05/01/2009	DEPARTMENT OF PLANNING & INFRASTRUCTURE	ANNUAL JETTY LICENCE - LM2450		\$ 31.00
17926	05/01/2009	SYNERGY	ELECTRICITY ACCOUNTS NOV 08		\$ 4,285.85
17927	05/01/2009	TELSTRA	PHONE ACCOUNTS		\$ 2,159.55
17928	05/01/2009	WATER CORPORATION	WATER ACCOUNTS		\$ 13,510.45
17929	06/01/2009	SHIRE OF COOROW - LOTTO	Payroll deductions		\$ 190.00
17930	06/01/2009	SYNERGY	ELECTRICITY RANGERS HOUSE		\$ 86.10
17931	08/01/2009	SHIRE OF COOROW - LOTTO	Payroll deductions		\$ 190.00
17932	21/01/2009	DEPT OF CONSUMER & EMPLOYMENT PROTECTION	DANGEROUS GOODS LICENSE		\$ 540.00
17933	20/01/2009	AUSTRALIAN COMMUNICATIONS AUTHORITY	BROADCAST LICENSE-GREEN HEAD		\$ 70.00
17934	20/01/2009	AUSROAD SYSTEMS	HIRE OF JET PATCHER		\$ 16,632.00
17935	20/01/2009	COOROW HOTEL	SALADS FOR CHRISTMAS PARTY		\$ 350.00

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
17936	20/01/2009	COOPS RESTAURANT	COUNCIL DINNER		\$ 325.00
17938	20/01/2009	ENVIRO-TECH WASTE MANAGEMENT	FOAM MATS - COASTAL BBQ'S		\$ 248.05
17939	20/01/2009	FRANCIS JOHANNA	HIRE BUS DRIVER-CHRISTMAS PARTY		\$ 207.00
17940	20/01/2009	GREY STREET SURGERY	MEDICAL- RANGER		\$ 121.00
17941	20/01/2009	LEEMAN BOAT STORAGE AND GARDEN CENTRE	PLANTS & MULCH-WAR MEMORIAL LEEMAN		\$ 112.00
17942	20/01/2009	LEEMAN RATEPAYERS & PROGRESS ASSN INC	DONATION TO AUSTRALIA BBQ 2009		\$ 250.00
17943	20/01/2009	LANDGATE	CADASTRAL INFO SYNERGY MAPPING		\$ 742.02
17944	20/01/2009	MINGANOOKA PASTORAL CO	BOBCAT HIRE-GREEN HEAD LIA		\$ 58.00
17945	20/01/2009	PROTECTOR ALSAFE	GLOVES & GOOGLES - FESA		\$ 1,177.79
17946	20/01/2009	PERFECT COMPUTER SOLUTIONS	COMPUTER SERVICE COOROW		\$ 412.50
17947	20/01/2009	SHIRE OF COOROW	PETTY CASH - COOROW		\$ 198.10
17948	20/01/2009	SHIRE OF CARNAMAH	WILDFLOWER TOURISM GROUP VIDEO		\$ 1,100.00
17949	20/01/2009	ST JOHN AMBULANCE AUSTRALIA	FIRST AID KITS		\$ 207.00
17950	20/01/2009	SEARLE CONSULTING PTY LTD	FINAL PAYMENT CONSULTING SERVICES- DEE STREET BOAT RAMP		\$ 990.00
17951	20/01/2009	SYNERGY	STREETLIGHTS		\$ 1,715.50
17952	20/01/2009	STEWART & HEATON CLOTHING PTY LTD	GLOVES & GOGGLES - BUSHFIRE BRIGADES		\$ 2,922.08
17953	20/01/2009	SHIRE OF CHAPMAN VALLEY	PLANNING CHARGES - DECEMBER		\$ 3,307.55
17954	20/01/2009	SHARED SERVICES CENTRE-STATE LIBRARY OF WA	DAMAGED LIBRARY BOOK - GREEN HEAD		\$ 35.20
17955	20/01/2009	TELSTRA	PHONE ACCOUNTS		\$ 1,586.15
17956	20/01/2009	RAY TANNER	SAFETY BOOTS		\$ 150.00
17957	21/01/2009	SHIRE OF COOROW - LOTTO	Payroll deductions		\$ 190.00
17959	22/01/2009	PAYROLL DEDUCTION - CSA	Payroll deductions		\$ 1,181.99
17961	05/02/2009	SHIRE OF COOROW - LOTTO	Payroll deductions		\$ 200.00
17964	09/02/2009	GREEN HEAD CARAVAN PARK	GAS REFILL CLIFF PARK		\$ 60.00
17965	09/02/2009	JURIEN BAY AIRCONDITIONING & REFRIGERATION	REPAIRS AIR CONDITIONER RANGERS HOUSE		\$ 3,224.93

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
17966	09/02/2009	LEEMAN SENIORS	BUS RENTAL & HIRE LEEMAN SENIORS		\$ 770.50
17967	09/02/2009	LANDGATE	VALUATION CHARGES GRV		\$ 234.47
17968	09/02/2009	MITCHELL & BROWN	HOT PLATE & STOVE - DCEO HOUSE		\$ 1,360.00
17969	09/02/2009	SYNERGY	ELECTRICITY ACCOUNTS		\$ 9,051.25
17970	09/02/2009	SHIRE OF CHAPMAN VALLEY	PLANNING CHARGES NOVEMBER		\$ 6,535.80
17971	09/02/2009	TELSTRA	PHONE - SMS HARVEST BANS		\$ 39.56
17972	09/02/2009	WA RANGER SERVICES	RANGER SUPPLIES		\$ 132.50
17973	09/02/2009	WATER CORPORATION	WATER CONSUMPTION		\$ 27,047.53
13101208	30/12/2008	BANKWEST	MASTERCARD CEO, DCEO, MWS, MRS		\$ 3,517.42
13130109	02/02/2009	BANKWEST	MASTERCARD CEO, DCEO, MWS, MRS		\$ 1,136.76
71020209	02/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,583.60
71030209	03/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,232.30
71031208	22/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 4,471.85
71040209	04/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 4,704.20
71050109	05/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 5,164.65
71050209	05/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 36.60
71051208	05/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 589.90
71060109	06/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 247.05
71070109	07/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 156.40
71080109	08/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 820.30
71081208	08/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,074.55
71090109	09/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 674.70
71091208	09/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 301.80
71101208	10/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,969.05
71101208	10/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 404.60
71111208	11/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 230.40
71120109	12/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,069.20
71130109	13/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 671.65
71150109	15/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 36.60

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
71151208	15/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 853.70
71160109	16/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 254.40
71161208	16/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 834.35
71171208	17/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 391.30
71181208	18/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 150.70
71190109	19/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,403.90
71191208	19/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 179.30
71200109	20/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 686.50
71210109	21/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 758.95
71220109	22/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,890.60
71221208	22/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,739.00
71230109	23/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 157.15
71231208	23/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,797.30
71241208	24/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 3,527.90
71270109	27/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 4,291.70
71270109	27/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,249.20
71280109	28/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 3,921.25
71290109	29/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 842.25
71300109	30/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 38.00
72020209	02/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,529.10
72030209	03/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,430.35
72031208	03/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,394.15
72041208	04/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 103.70
72050109	05/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,454.30
72050209	05/02/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 886.60
72051208	05/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,154.10
72060109	06/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,516.00
72070109	07/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 71.80
72080109	08/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,067.65

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
72081208	08/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,508.20
72090109	09/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,179.15
72091208	09/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 816.10
72111208	11/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 209.90
72120109	12/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 3,256.90
72130109	13/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 677.35
72140109	14/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 411.20
72150109	15/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 2,874.30
72151208	12/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 58.40
72151208	15/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,006.15
72160109	16/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 3,438.50
72161208	16/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,046.70
72171208	17/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 978.25
72181208	18/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,278.75
72190109	19/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 800.10
72191208	19/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,386.45
72200109	20/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,539.15
72210109	21/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,357.50
72220109	22/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 607.05
72221208	22/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 63.40
72230109	23/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 602.70
72231208	23/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 272.70
72241208	24/12/2008	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,791.75
72280109	28/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,588.40
72290109	29/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 1,657.15
72300109	30/01/2009	TRANSPORT DEPT OF	TRANS LICENSING		\$ 652.70
PAYROLL	10/12/2008	PAYROLL	PAYROLL		\$ 38,249.00
PAYROLL	18/12/2008	PAYROLL	PAYROLL		\$ 42,508.00
PAYROLL	24/12/2008	PAYROLL	PAYROLL		\$ 296.00

Accounts Due and Submitted to Council 18 February 2009

CHQ/EFT	DATE	NAME	DESCRIPTION	TRUST	MUNI
PAYROLL	07/01/2009	PAYROLL	PAYROLL		\$ 38,342.00
PAYROLL	21/01/2009	PAYROLL	PAYROLL		\$ 36,491.00
PAYROLL	22/01/2009	PAYROLL	PAYROLL		\$ 987.00
				\$760.00	\$ 726,410.49

10.4.2 MONTHLY STATEMENT OF FINANCIAL ACTIVITY – DECEMBER 2008

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 February 2009
ATTACHMENT	10.4.2 Statement of Financial Activity to 31 December 2008
FILE	F8.07 – Finance – 2008/09

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.

BACKGROUND:

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 31 December 2008 is included at Attachment 10.4.2 for Councillor's information.

COMMENT:

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.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

PUBLIC CONSULTATION:

Not required.

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 31 December 2008.

RESOLUTION: **2009-016**

Moved: Cr Waite

Seconded: Cr Bothe

That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 31 December 2008.

CARRIED 6/0

10.4.3	ROYALTIES FOR REGIONS – COUNTRY LOCAL GOVERNMENT FUND (C.L.G.F)
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AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 February 2009
ATTACHMENT	10.4.3 Letter from DLGRD re Royalties for Regions – CLGF and application form
FILE	G11

SUMMARY:

To request Council set a date to workshop setting the projects and their priorities for the 2008/09 Royalties for Regions – Country Local Government Fund (C.L.G.F.) allocation of \$638,166 (excl GST).

The Shire of Coorow is required to fill out the relevant Acceptance Form by indicating what classes of asset it intends to spend the funds on.

BACKGROUND:

The Shire of Coorow has received correspondence from the Department of Local Government and Regional Development dated 20 January 2009, advising the Shire of its allocation for 2008/09 Royalties for Regions Country Local Government Fund of \$638,166 (excl GST).

The Shire will receive its allocation in two (2) payments by March and June 2009, upon submission of the relevant Royalties for Regions CLGF Acceptance Form, as included at Attachment 10.4.3. Council will need to indicate which class or classes of assets it wishes to spend the allocation on, e.g. as indicated in the below classes of assets.

- Buildings
- Infrastructure – Roads
- Infrastructure – Bridges
- Infrastructure – Drainage
- Infrastructure – Parks, gardens and reserves
- Infrastructure – Footpaths and cycle ways
- Infrastructure – Airports
- Infrastructure – Sewerage
- Infrastructure – Other

COMMENT:

Councillors and Staff will need to sit down and workshop the projects and set their priorities for this year's allocation and possible future year's allocations.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

Long Term Financial Planning.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

The 2008/09 Annual Budget has not allowed for the additional grant income or associated capital expenditure.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATIONS:

That Councillors and Staff, as a matter of priority, meet at 3.00pm on Wednesday 25 February 2009 at the Leeman Administration Centre to workshop establishing priorities for the allocation of the 2008/09 Royalties for Regions Country Local Government Fund of \$638,166.

RESOLUTION: 2009-017

Moved: Cr George

Seconded: Cr Bothe

That Councillors and Staff, as a matter of priority, meet at 5.00pm on Wednesday 25 February 2009 at the Leeman Administration Centre to workshop establishing priorities for the allocation of the 2008/09 Royalties for Regions Country Local Government Fund of \$638,166.

CARRIED 6/0

government, regional and community services projects; and access to grant funding at a local and regional level.

The CLGF has been specifically established to:

- Improve the financial sustainability of regional local governments in WA through improved asset management; and
- Address infrastructure backlogs and support capacity building.

As a result, all funds in the allocation to Councils must be applied to infrastructure expenses and are aimed at encouraging additional expenditure by the Council on planned infrastructure needs.

The requirements associated with the allocation are aimed at local decision making, allowing Councils a level of freedom to apply the funds in areas of Council priority and at the same time provide the Department with confidence that expenditure will address important infrastructure needs in regional Western Australia.

As previously announced, future allocations will also be made through regional organisations of local governments. It is suggested that councils consider which regional grouping they wish to be associated with for determining regional funding priorities.

Should you have any queries regarding the allocations of and access to Fund guidelines and access to allocations, please contact the Department on telephone (08) 9217 1500 or freecall 1800 620 511 or email clgf@dlgrd.wa.gov.au. Further information is also available through our website www.dlgrd.wa.gov.au/RforR.

Royalties for Regions – Country Local Government Fund provides an opportunity for local governments to upgrade their infrastructure and I trust that the Shire of Coorow will use these funds wisely.



Ross Weaver
A/DIRECTOR GENERAL

15 January 2009



ROYALTIES FOR REGIONS COUNTRY LOCAL GOVERNMENT FUND

Guidelines 2008-09

OBJECTIVES

The primary objective of the Royalties for Regions' Country Local Government Fund (CLGF) is to address infrastructure backlogs across the country local government sector.

The Fund provides the country local government sector with additional money for the purpose of infrastructure provision and renewal. Funding in 2008-09 is provided to individual country local governments to promote efficient infrastructure development and asset preservation and renewal.

The Fund aims to:

- Improve the financial sustainability of regional local governments in WA through improved asset management; and
- Address infrastructure backlogs and support capacity building.

WHAT CAN BE FUNDED

Expenditure of Fund allocations must be on individual local government infrastructure asset renewal and/or infrastructure asset creation. The Funds are aimed at encouraging additional expenditure by the Council on planned infrastructure needs.

Allocation of funds is tied to expenditure against the following local government asset classes according to the *Local Government Accounting Manual*:

- Buildings
- Infrastructure:
 - Roads
 - Bridges
 - Drainage
 - Parks, gardens and reserves
 - Footpaths and cycleways
 - Airports
 - Sewerage
 - Other

Local governments need to be aware that the Local Government Grants Commission is likely to take into account CLGF funds to the extent to which local governments spend them on road asset preservation and renewal (including bridges). Where the funding to local governments is spent on buildings and infrastructure assets other than road asset preservation, this will not affect financial assistance grant allocations. Funding to regional local governments for all asset classes will not be taken into account by the Commission.

Please contact the Department of Local Government and Regional Development should you require information regarding the Commission's definition of road preservation. Alternatively this information can be found on the Royalties for Regions website www.dlgrd.wa.gov.au/RforR.

WHAT CANNOT BE FUNDED

The grant funds cannot be applied to expenditure on non-infrastructure items. The grant funds are not to be used for purchasing plant and equipment, employing staff, engaging consultants, retiring debt or any other organisation requirements that fall outside the above asset classes.

CONDITIONS AND OBLIGATIONS

Before receiving initial annual funds, recipients are required to provide to the Department of Local Government and Regional Development a completed CLGF Acceptance Form outlining the community's infrastructure priorities for the financial year.

Recipients will need to demonstrate the previous funds received from CLGF have been fully allocated before subsequent allocation payments will be made. This can be done through the completion of the standard CLGF Interim Report Form available from the Department.

In 2008-09 these reports will be required by 29 May 2009 for the 2008-09 allocations.

As a condition of funding all financial assistance recipients are required to have fund expenditure audited. Documentation of this audit is to be forwarded separately to the Department and included in the organisation's annual report. Compliance with reporting requirements for the Fund will also be included in the annual Compliance Audit Return.

Final reporting requirements for the 2008-09 allocations are to be received by the Department by 30 November 2009. Further documentation and information regarding this final report will be made available through the Department's website.

Funding payments in future years may not be made until the required paperwork has been satisfactorily received by the Department. Should recipients not adhere to these conditions they may be excluded from future distributions of the Fund and their notional entitlement may be distributed to other recipients. The Department may also undertake a non-compliance investigation under the powers of the *Local Government Act, 1995*.

Recipients need to be aware that the Department will undertake sample audits to assess the application of the funds against the broad aims of the Fund.

Recipients are required to acknowledge the funding is from Royalties for Regions on Information and signage associated with the provision of funds, including correspondence and promotional material.

Recipients will also permit the Department to refer to the project in promoting the Fund, Royalties for Regions or other similar funding arrangements in articles, publications and public forums.

TAX INFORMATION

The Department of Local Government and Regional Development is registered for GST and has been issued with Australian Business Number (ABN) 88 549 163 437. The Department regards financial assistance under this Fund as payment for a supply. GST-registered financial assistance recipients will therefore be liable for GST in connection with the financial assistance.

For GST-registered financial assistance recipients, the Department will increase the financial assistance by the amount of GST payable. GST-registered financial assistance recipients must provide the Office of Shared Services (OSS) with a tax invoice for the GST inclusive value of the financial assistance unless the Department and applicant have agreed in writing to the issue of a Recipient Created Tax Invoice.

Payment will not be made until the recipient is registered as a supplier with OSS and OSS receive a tax invoice or an agreement to issue a Recipient Created Tax Invoice. The recipient acknowledges that the financial assistance provided is consideration for a supply to the Department and that the

GST component will be included in the applicant's next Business Activity Statement lodged with the Australian Taxation Office.

For applicant not registered for GST, the Department will *not* include GST. Nor will it reimburse an unregistered financial assistance recipient for GST paid or payable to a third party. Unregistered financial assistance recipients must provide OSS with an invoice for the amount of the grant.

FREEDOM OF INFORMATION ACT

Recipients are informed that the Department is subject to the *WA Freedom of Information Act*, which provides a general right of access to records held by State Government agencies and local government authorities.

Recipients should also be aware that information pertaining to the receipt of State Government financial assistance will be tabled in the Western Australian Parliament. This information could include the name of recipients, the amount of the assistance, the name of the project/activity and, possibly, a brief description thereof. This could result in requests for more detail to be released publicly.

Should you require any further information in relation to this issue, please contact the Department's Freedom of Information Coordinator on (08) 9217 1500.

PAYMENT DETAILS

Allocations are to be provided in two (2) payments in 2008-09 and payments will be made no later than March and June of 2009.

Initial payments in each financial year will be upon receipt of a completed CLGF Acceptance Form. All payments are contingent upon receipt of required reporting and audit actions as outlined in the conditions and obligations.

Method of Payment

The Department of Local Government and Regional Development is responsible for the administration of this Fund. Please be aware the Department now operates under a Whole of Government shared corporate services environment. Through this arrangement, payments will be undertaken by the OSS, a business unit of the Department of Treasury and Finance.

Upon receipt of the required documentation, the Department will raise a requisition and will issue recipients with a purchase order. Tax invoices for these funds will then need to be submitted directly to OSS, quoting the purchase order number. The payment of this grant will be made direct to you from OSS and not from the Department within 30 days of receipt of invoice.

For further information regarding these new payment arrangements please visit the OSS website <http://www.oss.wa.gov.au> and review information about how the new arrangement will affect the local government by clicking on the Suppliers Corner.

Should the organisation not be registered as a supplier with OSS please complete the Supplier Creation Form found on the OSS website. Should you need to contact OSS, details are as follows:

Mason Bird Building
303 Sevenoaks Street
PO Box 591
CANNINGTON WA 6987
Customer Service Centre: 1300 345 677
Fax: (08) 9258 0303
Email: business@oss.wa.gov.au

Supplier Creation Forms can also be obtained by contacting the Department on the details below.

Please note that organisations will not be able to receive funding until they are registered with OSS.

Please refer to the Department's website www.dlgrd.wa.gov.au/RforR for any further information on this grant.

Please contact the Department on telephone (08) 9217 1500 or freecall 1800 620 511 or email clgf@dlgrd.wa.gov.au should there be any further queries regarding the payment of this grant.



Department of Local Government
and Regional Development
www.dlgrd.wa.gov.au



ROYALTIES
FOR REGIONS

Royalties for Regions Country Local Government Fund Acceptance Form 2008-09

To receive funding under the Country Local Government Fund (CLGF), local governments are required to complete, sign and return the attached acceptance form to the Department of Local Government and Regional Development. All other required documentation is to be administered as per the Fund guidelines.

A copy of this form and the CLGF guidelines can be found at:
www.dlgrd.wa.gov.au/RforR/clgf.asp

The mailing address for returning this form is:

**Department of Local Government and Regional Development
Financial Assistance Branch
GPO Box R1250
PERTH WA 6844**

If you require more information or help to complete this form please contact the Department on telephone (08) 9217 1500 or Freecall 1800 620 511 or email clgf@dlgrd.wa.gov.au.

Completed forms must be provided to ensure that your local government receives payments in 2008-09.

ROYALTIES FOR REGIONS COUNTRY LOCAL GOVERNMENT FUND (CLGF) ACCEPTANCE FORM – 2008-09

1. ORGANISATION DETAILS:

Legal Name of Council:	Shire of Coorow		
ABN:	98 727 377 894	GST Registered:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Council Address:	MAIN ST COOROW WA 6515		
Postal Address:	PO Box 42 Coorow WA 6515		
Web Address:	www.coorow.wa.gov.au.		
Contact Person:	MARK HOOK		
Position/Title:	CEO		
Telephone:	(08) 9952 0100	Fax:	(08) 9952 1173
Email:	markh@coorow.wa.gov.au		

2. EXPENDITURE DETAILS:

CLGF Funds Allocated (ex GST):	\$ 638,166
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2.1 In accordance with the CLGF Guidelines 2008/2009, the Funds are to be allocated to one of more of the following asset classes. Please tick the boxes for which you intend to expend this allocation:

- | | |
|---|---|
| • Buildings <input type="checkbox"/> | • Infrastructure – Footpaths and cycleways <input type="checkbox"/> |
| • Infrastructure – Roads <input type="checkbox"/> | • Infrastructure – Airports <input type="checkbox"/> |
| • Infrastructure – Bridges <input type="checkbox"/> | • Infrastructure – Sewerage <input type="checkbox"/> |
| • Infrastructure – Drainage <input type="checkbox"/> | • Infrastructure – Other <input type="checkbox"/> |
| • Infrastructure – Parks, gardens and reserves <input type="checkbox"/> | |

2.2 The Funds are to be allocated to the following community infrastructure priority(s)/project(s):

Priority/project	Brief Description	Est \$ (ex GST)

Please attach more information if insufficient space.

3. FINANCIAL ARRANGEMENTS:

3.1 Details of who will manage and deliver the priority(s)/project(s):

Priority/project	Officer Responsible	Position Title	Contact Details

3.2 Contact details of the local government auditor:

Name:			
Address:			
Phone:		Fax:	
Email:			

4. DECLARATION

I declare that I am authorised to supply this information on behalf of the council identified in section one (1) above.

I declare that the information I have given on this form is complete and correct and that the council that I represent supports this priority(s)/ project(s). If any change to this information occurs, either the council or I will promptly inform the Department of Local Government and Regional Development (the Department).

I declare on behalf of the council that:

- ☒ The local government is registered as a supplier with the Office of Shared Services
OR
☐ It is in the process of becoming registered as a supplier with the Office of Shared Services.

The council agrees that:

- Monies are a tied contribution for infrastructure renewal and/or new infrastructure projects;
- Expenditure will be allocated to the classes of infrastructure and buildings identified in the *Local Government Accounting Manual*;
- The projects indicated in this form are priority targets of the community;
- Reports will be lodged with the Department biannually in accordance with the guidelines;
- Subsequent payments will not be received until such satisfactory reports have been received by the Department;
- Annual audit statements by this organisation's auditor will include confirmation that the CLGF funds have been allocated as reported in this Form;
- This organisation may be subject to a sample audit to enable the Department to assess that the application of CLGF funds against the broad aims of the Fund;
- It is required to acknowledge the Fund with public recognition as outlined in the Guidelines; and
- The Department will maintain information from this Form for strategic information purposes.

I have read, understood and agree to the conditions in the Guidelines and this form.

Below are my details and signature, acknowledging the above:

Name	
Title	
Organisation	

Signature: _____ Date: _____

Please print, sign and return this Form to the Department.

**Department of Local Government and Regional Development
Financial Assistance Branch
GPO Box R1250
PERTH WA 6844**

10.4.4 2008 STATUTORY COMPLIANCE AUDIT RETURN

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	4 February 2008
ATTACHMENT	10.4.4 2008 Statutory Compliance Return
FILE	L10.11 Local Government - Compliance Audit

SUMMARY:

The Local Government Department require the Statutory Compliance Return for the period 1 January 2008 to 31 December 2008 be completed, endorsed and included within an Ordinary Meeting Agenda by 31 March 2009.

BACKGROUND:

Nil.

COMMENT:

The Statutory Compliance Audit Return is a check list of some of the statutory requirements that all Local Governments are required to complete in the twelve months to 31 December 2008.

The Statutory Compliance Audit Return is to be:

- a. presented to Council at a meeting of the council;
- b. adopted by the Council; and
- c. the adoption recorded in the minutes of the meeting at which it is adopted

After the Statutory Compliance Audit Return has been presented to Council, a certified copy of the return, along with the relevant section of the minutes and any additional information explaining or qualifying the compliance audit is to be submitted to the Executive Director, Department of Local Government, by 31 March 2009.

In completing the Statutory Compliance return a small number of areas where Council did not complete its statutory requirements were identified. They were:

Local Govt Act Section or Regulation	Statutory Compliance Return		Requirement	Notes
	Item No.	Page No.		
s5.53, Admin Reg 19B	1	5	Has the Local Government prepared an annual report for the financial year ended 30 June 2008 that contained the prescribed information under the Act and Regulations.	2008 Auditors Report only available 3 Feb 2009.
s5.54 (1), (2)	2	5	Was the annual report accepted by absolute majority by the local government by 31 December 2008.	2008 Auditors Report only available 3 Feb 2009.
s5.55	4	5	Did the CEO give local public notice of the availability of the annual report as soon as practicable after the local government accepted the report.	Not available to advertise during the review period.
FM Reg 33	22	7	Was the 2008/2009 budget forwarded to the Department of Local Government and Regional Development within 30 days of its adoption.	Budget adopted 16 July 2008 however was not sent to the DLGRD 13 November 2008. Over the 30 day time limit.
s6.4 (3) (b)	26	7	Was the annual financial report, prepared for the financial year ended 30 June 2008, submitted to the Auditor by 30 September 2008 or by the extended time allowed by the Minister or his delegate.	Due to a changeover in Senior Staff not submitted to the auditor by 30 September 2008 and no Ministerial approval sought for an extension.
FM Reg 51 (2)	27	7	Was the annual financial report submitted to the Department of Local Government and Regional Development sent by the CEO within 30 days after receiving the Auditors report.	Auditors report received 3 Feb 2009 and sent 4 Feb 2009 to the DLGRD. i.e. not within the review period.
s6.35 (4) FM Reg 53	57	10	Did the local government ensure that it did not impose a minimum payment on more than 50% of the number of separately rated properties in each differential rating category (unless the general minimum did not exceed \$200)	2007/08 Mining UV 24/44 properties min rated = 56.81% 2008/09 Mining UV 26/44 properties min rated = 59.09%

Local Govt Act Section or Regulation	Statutory Compliance Return		Requirement	Notes
	Item No.	Page No.		
s7.9 (1)	93	13	Was the Auditors report for 2007/2008 received by the local government by 31 December 2008.	Received 3 Feb 2009.
s3.16 (1)	13	17	Have all review of local laws under section s3.16 (1) of the Act been carried out within a period of 8 years.	Health Local Law 1998 Standing Order LL 1999 Parking and Fac LL 1999 Fencing LL 2000 All overdue for 8 year review

STATUTORY ENVIRONMENT:

Local Government (Audit) Regulations 1996

14 Compliance audit return to be prepared

- (1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.
- (2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.
- (3) A compliance audit return is to be —
 - (a) presented to the council at a meeting of the council;
 - (b) adopted by the council; and
 - (c) recorded in the minutes of the meeting at which it is adopted.

FINANCIAL, POLICY AND STRATEGIC IMPLICATIONS:

There are no further implications in this regard.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That the Statutory Compliance Audit Return, included at Attachment 10.4.4 – 2008 Statutory Compliance Audit Return, for the period 1 January 2008 to 31 December 2008, as completed by the President and Chief Executive Officer, be endorsed and duly signed accordingly.

RESOLUTION:

2009-018

Moved: Cr Waite

Seconded: Cr Rackemann

That the Statutory Compliance Audit Return, included at Attachment 10.4.4 – 2008 Statutory Compliance Audit Return, for the period 1 January 2008 to 31 December 2008, as completed by the President and Chief Executive Officer, be endorsed and duly signed accordingly.

CARRIED 6/0

Coorow - Compliance Audit Return 2008

Caravan Parks and Camping Grounds					
No	Reference	Question	Response	Comments	Respondent
1	s21(1) Caravan Parks and Camping Grounds Act 1995	Did the local government inspect each caravan park or camping ground in its district within the period 1 July 2007 to 30 June 2008.	Yes		Dave Hadden

Cemeteries					
No	Reference	Question	Response	Comments	Respondent
1	s40(1)(a), (b) Cemeteries Act 1986	Has a register been maintained which contains details of all burials in the cemetery, including details of the names and descriptions of the deceased persons and location of the burial. (For the return period)	N/A		Stuart Billingham
2	s40(1)(a), (b) Cemeteries Act 1986	Has a register been maintained which contains details of all grants of right of burial in the cemetery, including details of assignments or bequests of grants. (For the return period)	N/A		Stuart Billingham
3	s40(2) Cemeteries Act 1986	Have plans been kept and maintained showing the location of all burials registered in as above.	N/A		Stuart Billingham

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2008.	N/A		Stuart Billingham
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2008.	N/A		Stuart Billingham
3	s3.59(2)(a)(b)(c) F&G Reg 7,11	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2008.	N/A		Stuart Billingham
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2008.	N/A		Stuart Billingham
5	s3.59(5)	Did the Council, during 2008, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Stuart Billingham

Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent

Attachment 10.4.4 – 2008 Compliance Audit Return

1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	Yes	Stuart Billingham
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	Yes	Stuart Billingham
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	Yes	Stuart Billingham
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	Yes	Stuart Billingham
5	s5.18	Has Council reviewed delegations to its committees in the 2007/2008 financial year.	Yes	Stuart Billingham
6	s5.42(1),5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes	Stuart Billingham
7	s5.42(1)(2) Admin Reg 18	Were all delegations to the CEO resolved by an absolute majority.	Yes	Stuart Billingham
8	s5.42(1)(2) Admin Reg 18	Were all delegations to the CEO in writing.	Yes	Stuart Billingham
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes	Stuart Billingham
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes	Stuart Billingham
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes	Stuart Billingham
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2007/2008 financial year.	Yes	Stuart Billingham
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes	Stuart Billingham

Disclosure of Interest

No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Stuart Billingham
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes	Stuart Billingham
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes	Stuart Billingham
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes	Stuart Billingham
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2008.	Yes	Stuart Billingham
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2008.	Yes	Stuart Billingham
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes	Stuart Billingham
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes	Stuart Billingham
10	s5.88(1)(2) Admin Reg 2	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes	Stuart Billingham
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes	Stuart Billingham
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes	Stuart Billingham
13	s5.103 Admin Reg 34C	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes	Stuart Billingham
14	s5.66(b)	Did the person presiding at a meeting, on all occasions, when given a member's written financial interest disclosure by the CEO, bring its contents to the attention of persons present immediately before any matters to which the disclosure relates were discussed.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

15	s5.71(a)	Did the CEO disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she had an interest in the matter to which the delegated power or duty related.	Yes	Stuart Billingham
16	5.71(b)	Did an employee disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she had an interest in the matter to which the delegated power or duty related.	Yes	Stuart Billingham
17	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes	Stuart Billingham
18	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes	Stuart Billingham
19	s5.66(a)	Did the CEO, on all occasions, where a council member gave written notice of a disclosure of interest before a meeting, cause that notice to be given to the person who presided at the meeting.	Yes	Stuart Billingham
20	s5.71	On all occasions were delegated powers and duties not exercised by employees that had an interest in the matter to which the delegated power or duty related.	Yes	Stuart Billingham

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Stuart Billingham
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Stuart Billingham

Executive Functions

No	Reference	Question	Response	Comments	Respondent
1	s3.18(3)(a)	Has the local government satisfied itself that the services and facilities that it provides ensure integration and co-ordination of services and facilities between governments.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

2	s3.32(1)	Was a notice of intended entry given to the owner or occupier of the land, premises or thing that had been entered.	N/A	Stuart Billingham
3	s3.50	Did the local government close a thoroughfare wholly or partially for a period not exceeding 4 weeks under the guidelines of 3.50.	Yes	Stuart Billingham
4	s3.18(3)(b)	Has the local government satisfied itself that the services and facilities that it provides avoid unnecessary duplication of services or competition particularly with the private sector.	Yes	Stuart Billingham
5	s3.18(3)(c)	Has the local government satisfied itself that the services and facilities that it provides ensure services and facilities are properly managed.	Yes	Stuart Billingham
6	s3.40A(1)	Where in the opinion of the local government a vehicle was an abandoned vehicle wreck, was it removed and impounded by an employee authorised (for that purpose) by the local government.	Yes	Stuart Billingham
7	s3.40A(2)	Where the owner of the vehicle was identified within 7 days after its removal under s3.40A(1), did the local government give notice to that person advising that the vehicle may be collected from a place specified during such hours as are specified in the notice.	Yes	Stuart Billingham
8	s3.40A(3)	Where notice was given under s3.40A(2) did it include a short statement of the effect of subsection (4)(b) and the effect of the relevant provisions of sections 3.46 and 3.47.	Yes	Stuart Billingham
9	s3.51(3)	Did the local government give notice of what is proposed to be done giving details to the proposal and inviting submissions from any person who wishes to make a submission and allow a reasonable time for submissions to be made and consider any submissions made.	Yes	Stuart Billingham
10	s3.52(4)	Has the local government kept plans for the levels and alignments of public thoroughfares that are under its control or management, and made those plans available for public inspection.	Yes	Stuart Billingham
11	s3.32(2)	Did the notice of intended entry specify the purpose for which the entry was required.	N/A	Stuart Billingham
12	s3.32(3)	Was the notice of intended entry given not less than 24 hours before the power of entry was exercised.	N/A	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

Finance					
No	Reference	Question	Response	Comments	Respondent
1	s5.53, Admin Reg 19B	Has the local government prepared an annual report for the financial year ended 30 June 2008 that contained the prescribed information under the Act and Regulations.	No	2008 Auditors Report only available 3rd Feb 2009	Stuart Billingham
2	s5.54(1), (2)	Was the annual report accepted by absolute majority by the local government by 31 December 2008.	No	2008 Auditors Report only available 3rd Feb 2009	Stuart Billingham
3	s5.54(1), (2)	Where the Auditor's report was not available in time for acceptance by 31 December, was it accepted no more than two months after the Auditor's report was made available.	Yes	Auditors Report to go to Council 18 February 2009	Stuart Billingham
4	s5.55	Did the CEO give local public notice of the availability of the annual report as soon as practicable after the local government accepted the report.	No	Not available to advertise during the review period	Stuart Billingham
5	S5.56 Admin Reg 19C(2)	Has the local government made a plan for the future of its district in respect of the period specified in the plan (being at least 2 financial years).	Yes		Stuart Billingham
6	Admin Reg 19D	After a plan for the future, or modifications to a plan were adopted under regulation 19C, did the local government give public notice in accordance with subsection (2).	Yes		Stuart Billingham
7	s5.94, s5.95	Did the local government allow any person attending the local government during office hours to inspect information, free of charge, listed in s5.94 of the Act and subject to s5.95 whether or not the information was current at the time of inspection.	Yes		Stuart Billingham
8	s5.96	Where a person inspected information under Part 5, Division 7 of the Act and requested a copy of that information, did the local government ensure that copies were available at a price that did not exceed the cost of providing those copies.	Yes		Stuart Billingham
9	s5.98 Admin Reg 30	Was the fee made available to elected members for attending meetings within the prescribed range.	Yes		Stuart Billingham
10	s5.98 Admin Reg 31	Was the reimbursement of expenses to elected members within the prescribed ranges or as prescribed.	Yes		Stuart Billingham
11	s5.98A Admin Reg 33A	Where a local government decided to pay the deputy mayor or the deputy president an allowance, was it resolved by absolute majority.	N/A		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

12	s5.98A Admin Reg 33A	Where a local government decided to pay the deputy mayor or the deputy president an allowance, was it up to (or below) the prescribed percentage of the annual local government allowance to which the mayor or president is entitled under section 5.98(5).	N/A	Stuart Billingham
13	s5.99 Admin Reg 34	Where a local government decided to pay Council members an annual fee in lieu of fees for attending meetings, was it resolved by absolute majority.	N/A	Stuart Billingham
14	s5.99 Admin Reg 34	Where a local government decided to pay Council members an annual fee in lieu of fees for attending meetings, was it within the prescribed range.	N/A	Stuart Billingham
15	s5.99A Admin Reg 34A, AA, AB	Where a local government decided to pay Council members an allowance instead of reimbursing telephone, facsimile machine rental charges and other telecommunication, information technology, travelling and accommodation expenses, was it resolved by absolute majority.	N/A	Stuart Billingham
16	s5.99A Admin Reg 34A, AA, AB	Where a local government decided to pay Council members an allowance instead of reimbursing telephone, facsimile machine rental charges and other telecommunication, information technology, travelling and accommodation expenses, was it within the prescribed range.	N/A	Stuart Billingham
17	s5.100 (1)	Did the local government pay a fee for attending committee meetings only to a committee member who was a council member or employee.	Yes	Stuart Billingham
18	s5.100 (2)	Where the local government decided to reimburse a committee member, who was not a council member or employee, for an expense incurred by the person in relation to a matter affecting the local government, was it within the prescribe range.	N/A	Stuart Billingham
19	s6.2	Did Council, prior to 31 August in the review period, adopt by absolute majority, a budget in the form and manner prescribed by Financial Management (FM) Reg 22 and the Act. (Please enter the date of the Council Resolution in the "Comments" column)	Yes	Stuart Billingham
20	s6.2	If 'no', was Ministerial approval sought for an extension.	N/A	Stuart Billingham
21	s6.3	Did the council prepare and adopt a budget in a manner similar to the annual budget with modifications as listed in section 6.3.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

22	FM Reg 33	Was the 2008/2009 budget forwarded to the Department of Local Government and Regional Development within 30 days of its adoption. (Please enter the date sent in the "Comments" column).	No	Budget adopted 16th July 2008 however was sent to the DLGRD 13th November 2008 over the 30 day time limit.	Stuart Billingham
23	s6.4(1) FM Reg 34	Did the local government prepare an annual financial report as prescribed.	Yes		Stuart Billingham
24	s6.4(1) FM Reg 34	Did the local government prepare other financial reports as prescribed.	Yes		Stuart Billingham
25	FM Reg 34	If the local government prepared other financial reports as prescribed in s6.4(1) FM Reg 34, were they presented to Council and recorded in the minutes of the meetings in which they were submitted.	Yes		Stuart Billingham
26	s6.4(3)(b)	Was the annual financial report, prepared for the financial year ended 30 June 2008, submitted to the Auditor by 30 September 2008 or by the extended time allowed by the Minister or his delegate.	No	Due to a changeover in Senior Staff not submitted to the auditor by 30 September 2008 and no Ministerial approval sought for an extension.	Stuart Billingham
27	FM Reg 51(2)	Was the annual financial report submitted to the Department of Local Government and Regional Development sent by the CEO within 30 days after receiving the Auditor's report.	No	Auditor report rec'd 3 Feb 2009 and sent 4th Feb 2009 to the DLGRD. i.e. not within the review period.	Stuart Billingham
28	s6.8	Was expenditure that the local government incurred from its municipal fund, but not included in its annual budget, authorised in advance on all occasions by absolute majority resolution.	Yes		Stuart Billingham
29	s6.8(1)(c)	Did the Mayor or President authorise expenditure from the municipal fund in an emergency. (Please indicate circumstances in the "Comments" column)	N/A		Stuart Billingham
30	s6.8	In relation to expenditure that the local government incurred from its municipal fund that was authorised in advance by the mayor or president in an emergency, was it reported on all occasions to the next ordinary meeting of council.	N/A		Stuart Billingham
31	s6.9 (1)	Does the local government's trust fund consist of all money (or the value of assets) that are required by the Local Government Act 1995 or any other written law to be credited to the fund.	Yes		Stuart Billingham
32	s6.9 (1)	Does the local government's trust fund consist of all money or the value of assets held by the local government in trust.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

33	s6.9(2)	Has the local government's trust fund been applied for the purposes of and in accordance with the trusts affecting it.	Yes	Stuart Billingham
34	s6.9(3)	Has money held in the trust fund, been paid to the person entitled to it, together with, if the money has been invested, any interest earned from that investment.	Yes	Stuart Billingham
35	s6.9(3)	Has property held in trust been delivered to the persons entitled to it.	Yes	Stuart Billingham
36	s6.11(2)	Have all decisions to change the use or purpose of money held in reserve funds been by absolute majority.	N/A	Stuart Billingham
37	s6.11(2) FM Reg 18	Did the local government give one months public notice of the proposed change of purpose or proposed use of money held in reserve funds . (Notice not required where the local government has disclosed the change of purpose or proposed use of reserve funds in its annual budget or where the money was used to meet expenditure authorised under s6.8(1)(c) of the Act or where the amount to be used did not exceed \$5,000).	N/A	Stuart Billingham
38	s6.12, 6.13, 6.16(1),(3)	Did Council at the time of adopting its budget, determine the granting of a discount or other incentive for early payment by absolute majority.	Yes	Stuart Billingham
39	s6.12, 6.13, 6.16(1),(3)	Did Council determine the setting of an interest rate on money owing to Council by absolute majority.	Yes	Stuart Billingham
40	s6.12, 6.13, 6.16(1),(3)	Did Council determine to impose or amend a fee or charge for any goods or services provided by the local government by absolute majority. (Note: this applies to money other than rates and service charges).	Yes	Stuart Billingham
41	s6.17(3)	Were the fees or charges imposed for receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate, limited to the cost of providing the service or goods.	Yes	Stuart Billingham
42	s6.17(3)	Were the fees or charges imposed for any other service prescribed in section 6.16 (2)(f), limited to the cost of providing the service or goods.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

43	s6.19	After the budget was adopted, did the local government give local public notice for all fees and charges stating its intention to introduce the proposed fees or charges and the date from which it proposed to introduce the fees or charges.	Yes	Stuart Billingham
44	s6.20(2) FM Reg 20	On each occasion where the local government exercised the power to borrow and details of the proposal were not included in the annual budget for that financial year, did the local government give one month's local public notice of the proposal (except where the proposal was of a kind prescribed in FM Regulation 20).	N/A	Stuart Billingham
45	s6.20(2) FM Reg 20	On each occasion where the local government exercised the power to borrow, was the Council decision to exercise that power by absolute majority (Only required where the details of the proposal were not included in the annual budget for that financial year).	N/A	Stuart Billingham
46	s6.20(3) FM Reg 21	On each occasion where the local government changed the use of borrowings, did the local government give one month's local public notice of the change in purpose. (Only required if the details of the change of purpose were not included in the annual budget or were of the kind prescribed in FM Regulation 21).	N/A	Stuart Billingham
47	s6.20(3) FM Reg 21	On each occasion where the local government changed the use of borrowings, was the decision on the change of use by absolute majority.(Only required if the details of the change of purpose were not included in the annual budget or were of the kind prescribed in FM Regulation 21)	N/A	Stuart Billingham
48	s6.32(1)(a)	Did Council determine by absolute majority to impose a general rate on rateable land within its district .	Yes	Stuart Billingham
49	s6.32(1)(b)(i)	Did Council determine by absolute majority to impose a specified area rate on rateable land within its district .	Yes	Stuart Billingham
50	s6.32(1)(b)(ii)	Did Council determine by absolute majority to impose a minimum payment on rateable land within its district .	Yes	Stuart Billingham
51	s6.32(1)(c)	Did Council determine by absolute majority to impose a service charge on rateable land within its district .	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

52	s6.33(3)	Did Council obtained the approval of the Minister or his delegate before it imposed a differential general rate that was more than twice the lowest differential rate imposed.	N/A		Stuart Billingham
53	s6.34	Did Council obtain the approval of the Minister or his delegate before it adopted a budget with a yield from general rates that was plus or minus 10% of the amount of the budget deficiency.	N/A		Stuart Billingham
54	s6.35(4) FM Reg 53	Did the local government ensure that it did not impose a minimum payment on more than 50% of the number of separately rated properties in the district (unless the general minimum did not exceed \$200).	Yes		Stuart Billingham
55	s6.35(4) FM Reg 53	Did the local government ensure that it did not impose a minimum payment on more than 50% of the number of separately rated properties, rated on gross rental value (unless the general minimum did not exceed \$200).	Yes		Stuart Billingham
56	s6.35(4) FM Reg 53	Did the local government ensure that it did not impose a minimum payment on more than 50% of the number of separately rated properties rated on unimproved value (unless the general minimum did not exceed \$200).	Yes		Stuart Billingham
57	s6.35(4) FM Reg 53	Did the local government ensure that it did not impose a minimum payment on more than 50% of the number of separately rated properties in each differential rating category (unless the general minimum did not exceed \$200).	No	2007/08 Mining UV 24/44 properties min rated = 56.81% 2008/09 Mining UV 26/44 properties min rates = 59.09%	Stuart Billingham
58	s6.36	Did the local government before imposing any differential general rate, or a minimum payment applying to a differential rate category, give local public notice of its intention to do so containing details of each rate or minimum proposed.	Yes		Stuart Billingham
59	s6.36	Did the local government, before imposing any differential general rate or a minimum payment applying to a differential rate category, give local public notice of its intention to do so by extending an invitation for a period of 21 days or longer for submissions.	N/A		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

60	s6.36	Did the local government before imposing any differential general rate or a minimum payment applying to a differential rate category, give local public notice of its intention to do so, detailing the time and place where the document describing the objects and reasons for each proposed rate and minimum payment may be inspected.	N/A	Stuart Billingham
61	s6.38(1) FM Reg 54	Where a local government imposed a service charge was it only imposed for a prescribed purposes of television and radio rebroadcasting, volunteer bush fire brigades, underground electricity, water, property surveillance and security.	Yes	Stuart Billingham
62	s6.38	Was money received from the imposition of a service charge applied in accordance with the provisions of s6.38 of the Act.	Yes	Stuart Billingham
63	s6.46	Did Council, in granting a discount or other incentive for early payment of any rate or service charge, do so by absolute majority.	Yes	Stuart Billingham
64	s6.47	When a local government resolved to waive a rate or service charge or grant other concessions did it do so by absolute majority.	Yes	Stuart Billingham
65	s6.51	Did Council, in setting an interest rate on a rate or service charge that remained unpaid, do so by absolute majority.	Yes	Stuart Billingham
66	S6.76(6)	Was the outcome of an objection under section 6.76(1) promptly conveyed to the person who made the objection including a statement of the local government's decision on the objection and its reasons for that decision.	N/A	Stuart Billingham
67	FM Reg 5	Has efficient systems and procedures been established by the CEO of a local government as listed in Finance Reg 5.	Yes	Stuart Billingham
68	FM Reg 6	Has the local government ensured that an employee to whom is delegated responsibility for the day to day accounting or financial management operations of a local government is not also delegated the responsibility for conducting an internal audit or reviewing the discharge of duties by that employee.	Yes	Stuart Billingham
69	FM Reg 8	Did the local government maintain a separate account with a bank or other financial institution for money to be held in a municipal fund, trust fund or reserve accounts.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

70	FM Reg 9	On all occasions have separate financial records been kept for each trading undertaking and each major land transaction.	Yes	Stuart Billingham
71	FM Reg 11(1)	Has the local government developed procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for and properly authorised use of cheques, credit cards, computer encryption devices and passwords, purchasing cards and other devices or methods by which goods, services, money or other benefits may be obtained.	Yes	Stuart Billingham
72	FM Reg 11(1)	Has the local government developed procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for and properly authorised use of petty cash systems.	Yes	Stuart Billingham
73	FM Reg 11(2)	Has the local government developed procedures that ensure a determination is made that the debt was incurred by a person who was properly authorised, before any approval for payment of an account is made.	Yes	Stuart Billingham
74	FM Reg 11(2)	Has the local government developed procedures that ensure a determination is made that the goods or services to which each account relates were provided in a satisfactory condition or to a satisfactory standard, before payment of the account.	Yes	Stuart Billingham
75	FM Reg 12	Have payments from the Municipal or Trust fund been made under the appropriate delegated authority.	Yes	Stuart Billingham
76	FM Reg 12	When Council are presented with a list detailing the accounts to be paid, have payments from the Municipal or Trust fund been authorised in advance by resolution of Council.	Yes	Stuart Billingham
77	FM Reg 13	Did the list of payments made or accounts for approval to be paid from the Municipal or Trust fund that were recorded in the minutes of the relevant meeting include the payee's name.	Yes	Stuart Billingham
78	FM Reg 13	Did the list of payments made or accounts for approval to be paid from the Municipal or Trust fund, that were recorded in the minutes of the relevant meeting, include the amount of the payment.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

79	FM Reg 13	Did the list of payments made or accounts for approval to be paid from the Municipal or Trust fund that were recorded in the minutes of the relevant meeting, include sufficient information to identify the transaction.	Yes	Stuart Billingham
80	FM Reg 13	Did the list of accounts for approval to be paid from the Municipal or Trust fund that were recorded in the minutes of the relevant meeting, include the date of the meeting of Council.	Yes	Stuart Billingham
81	FM Reg 19	Do the internal control procedures over investments established and documented by the local government enable the identification of the nature and location of all investments.	Yes	Stuart Billingham
82	FM Reg 33A	Did the local government, between 1 January and 31 March 2008, carry out a review of its annual budget for the year ended 30 June 2008.	Yes	Stuart Billingham
83	FM Reg 55	Does the local government's rate record include all particulars set out in the FM Regulations.	Yes	Stuart Billingham
84	FM Reg 56,57	Are the contents of the local government's rate notice in accordance with the FM Regulations.	Yes	Stuart Billingham
85	FM Reg 56,57	Are the contents of the local government's reminder notice for instalment payments in accordance with the FM Regulations.	Yes	Stuart Billingham
86	FM Reg 68	Was the maximum rate of interest imposed 5.5% as prescribed under section 6.45(3).	Yes	Stuart Billingham
87	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes	Stuart Billingham
88	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	Yes	Stuart Billingham
89	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes	Stuart Billingham
90	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes	Stuart Billingham
91	s7.3	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

92	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2008 received by the local government within 30 days of completion of the audit.	Yes		Stuart Billingham
93	s7.9(1)	Was the Auditor's report for 2007/2008 received by the local government by 31 December 2008.	No	Rec'd 3 Feb 2009	Stuart Billingham
94	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report prepared under s7.9(1) of the Act required action to be taken by the local government, was that action undertaken.	N/A		Stuart Billingham
95	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9(1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	N/A		Stuart Billingham
96	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9(1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	N/A		Stuart Billingham
97	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Stuart Billingham
98	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Stuart Billingham
99	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Stuart Billingham
100	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Stuart Billingham
101	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Stuart Billingham

Local Government Employees

No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

2	s5.36(4) s5.37(3)	Were all vacancies for the position of CEO and for designated senior employees advertised.	Yes		Stuart Billingham
3	s5.36(4) s5.37(3) Admin Reg 18A(1)	Did the local government advertise for the position of CEO and for designated senior employees in a newspaper circulated generally throughout the State.	Yes		Stuart Billingham
4	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees contain details of the remuneration and benefits offered.	Yes		Stuart Billingham
5	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees contain details of the place where applications for the position were to be submitted.	Yes		Stuart Billingham
6	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees detail the date and time for closing of applications.	Yes		Stuart Billingham
7	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees indicate the duration of the proposed contract.	Yes		Stuart Billingham
8	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees provide contact details of a person to contact for further information.	Yes		Stuart Billingham
9	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Stuart Billingham
10	s5.38	Was the performance of each employee, employed for a term of more than one year, (including the CEO and each senior employee), reviewed within the most recently completed 12 months of their term of employment.	Yes		Stuart Billingham
11	Admin Reg 18D	Where Council considered the CEO's performance review did it decide to accept the review with or without modification (if Council did not accept the review, the preferred answer is N/A & refer Q12).	N/A	Not undertaken during review period due to change in CEO	Stuart Billingham
12	Admin Reg 18D	Where the Council considered the CEO's performance review, but decided not to accept the review, did it decide to reject the review (if Council accepted the review, the preferred answer is N/A refer Q11).	N/A	Not considered during review period due to change in CEO	Stuart Billingham
13	s5.39	During the period covered by this Return, were written performance based contracts in place for the CEO and all designated senior employees who were employed since 1 July 1996.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

14	s5.39 Admin Reg 18B	Does the contract for the CEO and all designated senior employees detail the maximum amount of money payable if the contract is terminated before the expiry date. This amount is the lesser of the value of one year's remuneration under the contract.	Yes	Stuart Billingham
15	s5.39 Admin Reg 18B	Does the contract for the CEO and all designated senior employees detail the maximum amount of money payable if the contract is terminated before the expiry date and this amount is the lesser of the value of the remuneration they would be entitled to had the contract not been terminated.	Yes	Stuart Billingham
16	s5.50(1)	Did Council adopt a policy relating to employees whose employment terminates, setting out the circumstances in which council would pay an additional amount to that which the employee is entitled under a contract or award.	Yes	Stuart Billingham
17	s5.50(1)	Did Council adopt a policy relating to employees whose employment terminates, setting out the manner of assessment of an additional amount.	Yes	Stuart Billingham
18	s5.50(2)	Did the local government give public notice on all occasions where council made a payment that was more than the additional amount set out in its policy.	Yes	Stuart Billingham
19	S5.53(2)(g) Admin Reg 19B	For the purposes of section 5.53(2)(g) did the annual report of a local government for a financial year contain the number of employees of the local government entitled to an annual salary of \$100,000 or more.	Yes	Stuart Billingham
20	S5.53(2)(g) Admin Reg 19B	For the purposes of section 5.53(2)(g) did the annual report of a local government for a financial year contain the number of those employees with an annual salary entitlement that falls within each band of \$10,000 and over \$100,000.	Yes	Stuart Billingham
21	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	Yes	Stuart Billingham
22	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	Yes	Stuart Billingham
23	Admin Reg 33	Was the allowance paid to the mayor or president for the purposes of s5.98(5) within the prescribed range.	N/A	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

Local Laws					
No	Reference	Question	Response	Comments	Respondent
1	s3.12(2) F&G Reg 3	On each occasion that Council resolved to make a local law, did the person presiding at the Council meeting give notice of the purpose and effect of each proposed local law in the manner prescribed in Functions and General Regulation 3.	N/A	Council resolved to review all Local Laws at its Sept 2007 Council Meeting. Due to a changeover in senior staff this has not occurred to date. To be pursued ASAP.	Stuart Billingham
2	s3.12(3)(a)	On each occasion that Council proposed to make a local law, did the local government give Statewide and local public notice stating the purpose and effect of the proposed local law	N/A		Stuart Billingham
3	s3.12(3)(a)	Did the local government give Statewide and local public notice stating details of where a copy of the local law may be inspected or obtained.	N/A		Stuart Billingham
4	s3.12(3)(b)	On all occasions, as soon as a Statewide and local public notice was published, did the local government provide a copy of the proposed law, together with a copy of the notice, to the Minister for Local Government and Regional Development	N/A		Stuart Billingham
5	s3.12(3)(b)	On all occasions, as soon as a Statewide and local public notice was published, did the local government provide a copy of the proposed law, together with a copy of the notice where applicable, to the Minister who administers the Act under which the local law was made.	N/A		Stuart Billingham
6	s3.12(4)	Have all Council's resolutions to make local laws been by absolute majority.	N/A		Stuart Billingham
7	s3.12(4)	Have all Council's resolutions to make local laws been recorded as such in the minutes of the meeting.	N/A		Stuart Billingham
8	s3.12(5)	After making the local law, did the local government publish the local law in the Gazette.	N/A		Stuart Billingham
9	s3.12(5)	After making the local law, did the local government give a copy to the Minister for Local Government and Regional Development and where applicable to the Minister who administers the Act under which the local law was made.	N/A		Stuart Billingham
10	s3.12(6)	After the local law was published in the Gazette, did the local government give local public notice stating the title of the local law.	N/A		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

11	s3.12(6)	After the local law was published in the Gazette, did the local government give local public notice summarising the purpose and effect of the local law and the day on which it came into operation.	N/A		Stuart Billingham
12	s3.12(6)	After the local law was published in the Gazette, did the local government give local public notice advising that copies of the local law may be inspected or obtained from its office.	N/A		Stuart Billingham
13	s3.16(1)	Have all reviews of local laws under section 3.16(1) of the Act been carried out within a period of 8 years.	No	Health Local Law 1998 Standing Order LL 1999 Parking and Fac LL 1999 Fencing LL 2000 all over due for 8 year review	Stuart Billingham
14	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice stating that it intended to review the local law.	N/A		Stuart Billingham
15	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice advising that a copy of the local law could be inspected or obtained at the place specified in the notice.	N/A		Stuart Billingham
16	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice detailing the closing date for submissions about the local law.	N/A		Stuart Billingham
17	s3.16(3)	Did the local government (after the last day for submissions) prepare a report of the review and have it submitted to Council.	N/A		Stuart Billingham
18	s3.16(4)	Was the decision to repeal or amend a local law determined by absolute majority on all occasions.	N/A		Stuart Billingham

Meeting Process

No	Reference	Question	Response	Comments	Respondent
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Attachment 10.4.4 – 2008 Compliance Audit Return

1	s2.25(1)(3)	Where Council granted leave to a member from attending 6 or less consecutive ordinary meetings of Council was it by Council resolution.	Yes	Stuart Billingham
2	s2.25(1)(3)	Where Council granted leave to a member from attending 6 or less consecutive ordinary meetings of Council, was it recorded in the minutes of the meeting at which the leave was granted.	Yes	Stuart Billingham
3	s2.25(3)	Where Council refused to grant leave to a member from attending 6 or less consecutive ordinary meetings of Council, was the reason for refusal recorded in the minutes of the meeting.	Yes	Stuart Billingham
4	s2.25(2)	Was Ministerial approval sought (on all occasions) before leave of absence was granted to an elected member in respect of more than 6 consecutive ordinary meetings of council.	Yes	Stuart Billingham
5	s5.4	On all occasions when the mayor or president called an ordinary or special meeting of Council, was it done by notice to the CEO setting out the date and purpose of the proposed meeting;	Yes	Stuart Billingham
6	s5.5	On all occasions when councillors called an ordinary or special meeting of Council was it called by at least 1/3 (one third) of the councillors, by notice to the CEO setting out the date and purpose of the proposed meeting.	Yes	Stuart Billingham
7	s5.5(1)	Did the CEO give each council member at least 72 hours notice of the date, time, place and an agenda for each ordinary meeting of Council.	Yes	Stuart Billingham
8	s5.5(2)	Did the CEO give each council member notice before the meeting, of the date, time, place and purpose of each special meeting of Council.	Yes	Stuart Billingham
9	s5.7	Did the local government seek approval (on each occasion as required) from the Minister or his delegate, for a reduction in the number of offices of member needed for a quorum at a Council meeting	Yes	Stuart Billingham
10	s5.7	Did the local government seek approval (on each occasion as required) from the Minister or his delegate, for a reduction in the number of offices of member required for absolute majorities.	Yes	Stuart Billingham
11	s5.8	Did the local government ensure all Council committees (during the review period) were established by an absolute majority.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

12	s5.10(1)(a)	Did the local government ensure all members of Council committees, during the review period, were appointed by an absolute majority (other than those persons appointed in accordance with section 5.10 (1)(b)).	Yes	Stuart Billingham
13	s5.10(2)	Was each Council member given their entitlement during the review period, to be appointed as a committee member of at least one committee, as referred to in section 5.9(2)(a) & (b) of the Act.	Yes	Stuart Billingham
14	s5.12(1)	Were Presiding members of committees elected by the members of the committees (from amongst themselves) in accordance with Schedule 2.3, Division 1 of the Act.	Yes	Stuart Billingham
15	s5.12(2)	Were Deputy presiding members of committees elected by the members of the committee (from amongst themselves) in accordance with Schedule 2.3 Division 2 of the Act.	Yes	Stuart Billingham
16	s5.15	Where the local government reduced a quorum of a committee meeting, was the decision made by absolute majority on each occasion.	Yes	Stuart Billingham
17	s5.21 (4)	When requested by a member of Council or committee, did the person presiding at a meeting ensure an individual vote or the vote of all members present, were recorded in the minutes.	Yes	Stuart Billingham
18	s5.22(1)	Did the person presiding at a meeting of a Council or a committee ensure minutes were kept of the meeting's proceedings.	Yes	Stuart Billingham
19	s5.22(2)(3)	Were the minutes of all Council and committee meetings submitted to the next ordinary meeting of Council or committee, as the case requires, for confirmation.	Yes	Stuart Billingham
20	s5.22(2)(3)	Were the minutes of all Council and committee meetings signed to certify their confirmation by the person presiding at the meeting at which the minutes of Council or committee were confirmed.	Yes	Stuart Billingham
21	s5.23 (1)	Were all council meetings open to members of the public (subject to section 5.23(2) of the Act).	Yes	Stuart Billingham
22	s5.23 (1)	Were all meetings of committees to which a power or duty had been delegated open to members of the public (subject to section 5.23(2) of the Act).	Yes	Stuart Billingham
23	s5.23(2)(3)	On all occasions, was the reason, or reasons, for closing any Council or committee meeting to members of the public, in accordance with the Act.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

24	s5.23(2)(3)	On all occasions, was the reason, or reasons, for closing any Council or committee meeting to members of the public recorded in the minutes of that meeting.	Yes	Stuart Billingham
25	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every ordinary meeting of Council.	Yes	Stuart Billingham
26	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every special meeting of Council.	Yes	Stuart Billingham
27	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every meeting of a committee to which the local government has delegated a power or duty.	Yes	Stuart Billingham
28	Admin Reg 8	Was a period of 30 minutes allowed from the advertised commencement time before any Council or committee was adjourned due to the lack of a quorum.	Yes	Stuart Billingham
29	Admin Reg 9	Was voting at Council or committee meetings conducted so that no vote was secret.	Yes	Stuart Billingham
30	Admin Reg 10(1)	Were all motions to revoke or change decisions at Council or committee meetings supported in the case where an attempt to revoke or change the decision had been made within the previous 3 months but failed, by an absolute majority.	Yes	Stuart Billingham
31	Admin Reg 10(1)	Were all motions to revoke or change decisions at Council or committee meetings supported in any other case, by at least one third of the number of officers or member (whether vacant or not) of the Council or committee.	Yes	Stuart Billingham
32	Admin Reg 10(2)	Were all decisions to revoke or change decisions made at Council or committee meetings made (in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority), by that kind of majority.	Yes	Stuart Billingham
33	Admin Reg 10(2)	Were all decisions to revoke or change decisions made at Council or committee meetings made in any other case, by an absolute majority.	Yes	Stuart Billingham
34	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include the names of members present at the meeting.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

35	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include where a member entered or left the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting.	Yes	Stuart Billingham
36	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include details of each motion moved at the meeting, including details of the mover and outcome of the motion.	Yes	Stuart Billingham
37	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include details of each decision made at the meeting.	Yes	Stuart Billingham
38	Admin Reg 11	Did the contents of the minutes of all Council or committee meetings include, where the decision was significantly different from written recommendation of a committee or officer, written reasons for varying that decision.	Yes	Stuart Billingham
39	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include a summary of each question raised by members of the public and a summary of the response given.	Yes	Stuart Billingham
40	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include in relation to each disclosure made under sections 5.65 or 5.70, where the extent of the interest has been disclosed, the extent of the interest.	Yes	Stuart Billingham
41	Admin Reg 12(1)	Did the local government, at least once during the period covered by this return, give local public notice for the next twelve months of the date, time and place of ordinary Council meetings.	Yes	Stuart Billingham
42	Admin Reg 12(1)	Did the local government, at least once during the period covered by this return, give local public notice for the next twelve months of the date, time and place of those committee meetings that were required under the Act to be open to the public or that were proposed to be open to the public.	Yes	Stuart Billingham
43	Admin Reg 12(2)	Did the local government give local public notice of any changes to the dates, time or places referred to in the question above.	Yes	Stuart Billingham
44	Admin Reg 12(3)(4)	In the CEO's opinion, where it was practicable, were all special meetings of Council (that were open to members of the public) advertised via local public notice.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

45	Admin Reg 12(3)(4)	Did the notice referred to in the question above include details of the date, time, place and purpose of the special meeting.	Yes		Stuart Billingham
46	Admin Reg 13	Did the local government make available for public inspection unconfirmed minutes of all Council meetings within 10 business days after the Council meetings.	Yes		Stuart Billingham
47	Admin Reg 13	Did the local government make available for public inspection unconfirmed minutes of all committee meetings within 5 business days after the committee meetings.	Yes		Stuart Billingham
48	Admin Reg 14(1)(2)	Were notice papers, agenda and other documents relating to any Council or committee meeting, (other than those referred to in Admin Reg 14(2)) made available for public inspection.	Yes		Stuart Billingham
49	Admin Reg 14A	On all occasions where a person participated at a Council or committee meeting by means of instantaneous communication, (by means of audio, telephone or other instantaneous contact) as provided for in Administration Regulation 14A, did the Council approve of the arrangement by absolute majority.	Yes		Stuart Billingham
50	Admin Reg 14A	On all occasions where a person participated at a Council or committee meeting by means of instantaneous communication, (as provided for in Administration Regulation 14A) was the person in a suitable place as defined in Administration Regulation 14A(4)	Yes		Stuart Billingham
51	s5.27(2)	Was the annual general meeting of electors held within 56 days of the local government's acceptance of the annual report for the previous financial year.	Yes		Stuart Billingham
52	s5.29	Did the CEO convene all electors' meetings by giving at least 14 days local public notice and each Council member at least 14 days notice of the date, time, place and purpose of the meeting.	N/A	Due to lateness of Annual Financial Report in Feb 09 no electors meeting held during the review period. Expected to be held in March 2009.	Stuart Billingham
53	s5.32	Did the CEO ensure the minutes of all electors' meetings were kept and made available for public inspection before the Council meeting at which decisions made at the electors' meeting were first considered.	N/A		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

54	s5.33(1)	Were all decisions made at all electors' meetings considered at the next ordinary Council meeting, or, if not practicable, at the first ordinary Council meeting after that, or at a special meeting called for that purpose.	N/A	Stuart Billingham
55	s5.33(2)	Were the reasons for Council decisions in response to decisions made at all electors' meetings recorded in the minutes of the appropriate Council meeting.	N/A	Stuart Billingham
56	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes	Stuart Billingham

Miscellaneous Provisions

No	Reference	Question	Response	Comments	Respondent
1	s9.4	Has each person who received an unfavourable decision from Council, or from an employee of the local government exercising delegated authority, (that is appealable under Part 9 of the Act) been informed of his or her right to object and appeal against the decision.	Yes		Stuart Billingham
2	s9.29(2)(b)	On all occasions, were those employees who represented the local government in court proceedings, appointed in writing by the CEO.	Yes		Stuart Billingham
3	s9.6(5)	Did the local government ensure that the person who made the objection was given notice in writing of how it has been decided to dispose of the objection and the reasons why.	Yes		Stuart Billingham

Official Conduct

No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A		Stuart Billingham
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Stuart Billingham
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes	Stuart Billingham
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes	Stuart Billingham
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b)(c).	Yes	Stuart Billingham

Swimming Pools

No	Reference	Question	Response	Comments	Respondent
1	s245A(5)(aa) LG (MiscProv) Act 1960	Have inspections of known private swimming pools, either been, or are proposed to be, carried out as required by section 245A(5)(aa) of the Local Government (Miscellaneous Provisions) Act 1960.	Yes		Dave Hadden

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Stuart Billingham
2	F&G Reg 12	Has the local government, as far as it is aware, only entered into a single contract rather than multiple contracts so as to avoid the requirements to call tenders in accordance with F&G Reg 11(1).	Yes		Stuart Billingham
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		Stuart Billingham
4	F&G Reg 14(3)	Did all the local government's invitations to tender include a brief description of the goods and services required and contact details for a person from whom more detailed information could be obtained about the tender.	Yes		Stuart Billingham
5	F&G Reg 14(3)	Did all the local government's invitations to tender include information as to where and how tenders could be submitted.	Yes		Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

6	F&G Reg 14(3)	Did all the local government's invitations to tender include the date and time after which tenders would not be accepted.	Yes	Stuart Billingham
7	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers concerning detailed specifications of the goods or services required.	Yes	Stuart Billingham
8	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers of the criteria for deciding which tender would be accepted.	Yes	Stuart Billingham
9	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers about whether or not the local government had decided to submit a tender.	Yes	Stuart Billingham
10	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers on whether or not tenders were allowed to be submitted by facsimile or other electronic means and if so, how tenders were to be submitted.	Yes	Stuart Billingham
11	F&G Reg 14(3)(4)	Did the local government ensure all prospective tenderers had any other information that should be disclosed to those interested in submitting a tender.	Yes	Stuart Billingham
12	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes	Stuart Billingham
13	F&G Reg 15	Following the publication of the notice inviting tenders, did the local government allow a minimum of 14 days for tenders to be submitted.	Yes	Stuart Billingham
14	F&G Reg 16(1)	Did the local government ensure that tenders submitted, (including tenders submitted by facsimile or other electronic means) were held in safe custody.	Yes	Stuart Billingham
15	F&G Reg 16(1)	Did the local government ensure that tenders submitted, (including tenders submitted by facsimile or other electronic means) remained confidential.	Yes	Stuart Billingham
16	F&G Reg 16 (2)& (3)(a)	Did the local government ensure all tenders received were not opened, examined or assessed until after the time nominated for closure of tenders.	Yes	Stuart Billingham
17	F&G Reg 16 (2)& (3)(a)	Did the local government ensure all tenders received were opened by one or more employees of the local government or a person authorised by the CEO.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

18	F&G Reg 16 (3)(b)	Did the local government ensure members of the public were not excluded when tenders were opened.	Yes	Stuart Billingham
19	F&G Reg 16 (3)(c)	Did the local government record all details of the tender (except the consideration sought) in the tender register immediately after opening.	Yes	Stuart Billingham
20	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes	Stuart Billingham
21	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes	Stuart Billingham
22	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) a brief description of the goods or services required.	Yes	Stuart Billingham
23	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) particulars of the decision made to invite tenders and if applicable the decision to seek expressions of interest under Regulation 21(1).	Yes	Stuart Billingham
24	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) particulars of any notice by which expressions of interest from prospective tenderers were sought and any person who submitted an expression of interest.	Yes	Stuart Billingham
25	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) any list of acceptable tenderers that was prepared under regulation 23(4)	Yes	Stuart Billingham
26	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) a copy of the notice of invitation to tender.	Yes	Stuart Billingham
27	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the name of each tenderer whose tender was opened.	Yes	Stuart Billingham
28	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the name of the successful tenderer.	Yes	Stuart Billingham
29	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the amount of consideration or the summary of the amount of the consideration sought in the accepted tender.	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

30	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes	Stuart Billingham
31	F&G Reg 21(3)	On each occasion that the local government decided to invite prospective tenderers to submit an expression of interest for the supply of goods or services, did the local government issue a Statewide public notice.	Yes	Stuart Billingham
32	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include a brief description of the goods and services required.	Yes	Stuart Billingham
33	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include particulars of a person from whom more detailed information could be obtained.	Yes	Stuart Billingham
34	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include information as to where and how expressions of interest could be submitted.	Yes	Stuart Billingham
35	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include the date and time after which expressions of interest would not be accepted.	Yes	Stuart Billingham
36	F&G Reg 22	Following the publication of the notice inviting expressions of interest, did the local government allow a minimum of 14 days for the submission of expressions of interest.	Yes	Stuart Billingham
37	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	Yes	Stuart Billingham
38	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	Yes	Stuart Billingham
39	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	Yes	Stuart Billingham
40	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government prepare a proposed regional price preference policy (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham

Attachment 10.4.4 – 2008 Compliance Audit Return

41	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government give Statewide public notice of its intention to have a regional price preference policy and include in that notice the region to which the policy is to relate (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham
42	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government include in the notice details of where a complete copy of the proposed policy may be obtained (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham
43	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government include in the notice a statement inviting submissions commenting on the proposed policy, together with a closing date of not less than 4 weeks for those submissions (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham
44	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government make a copy of the proposed regional price preference policy available for public inspection in accordance with the notice (only if a policy had not been previously adopted by Council).	Yes	Stuart Billingham
45	F&G Reg 11A(1)	Has the local government prepared and adopted a purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less or worth \$100,000 or less.	Yes	Stuart Billingham
46	F&G Reg 11A(3)(a)	Did the purchasing policy that was prepared and adopted make provision in respect of the form of quotations acceptable.	Yes	Stuart Billingham
47	F&G Reg 11(3)(b)	Did the purchasing policy that was prepared and adopted make provision in respect to the recording and retention of written information, or documents for all quotations received and all purchases made.	Yes	Stuart Billingham

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

Nil.

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

Nil at this time.

13. MATTERS BEHIND CLOSED DOORS:

14. DATE OF NEXT MEETING:

14.1 SHIRE OF COOROW ROYALTIES FOR REGIONS WORKSHOP

5.00pm Wednesday 4 March 2009 at the Leeman Administration Centre, Leeman.

14.2 COMMUNITY FORUM

2.00pm Wednesday 18 March 2009 at the Coorow District Hall, Coorow.

14.3 ORDINARY MEETING OF COUNCIL

3.00pm Wednesday 18 March 2009 at the Coorow District Hall, Coorow and Annual Electors at 7.00pm at Coorow.

15. CLOSURE:

There being no further business the President, Cr Girando closed the meeting at 4.55pm.