

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:	2
5.	APPLICATIONS FOR LEAVE OF ABSENCE:	3
6.	PETITIONS/DEPUTATIONS/PRESENTATIONS:	3
7.	CONFIRMATION OF MINUTES:	3
7.1	ORDINARY MEETING HELD WEDNESDAY 18 FEBRUARY 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	DEDICATION AND GAZETTING OF PART OCEAN VIEW DRIVE GREEN HEAD TOWNSITE	5
10.1.2	PROPOSED ADDITIONS TO PINJARREGA NATURE RESERVE	8
10.1.3	DONATION – VARIETY CLUB BASH	11
10.1.4	POS CASH IN LIEU THOMAS ST SUBDIVISION-LEEMAN	13
10.1.5	COOROW TELECENTRE LEASE AGREEMENT	16
10.2	MANAGER REGULATORY SERVICES:	61
10.2.1	TREE REMOVAL AT MALEY PARK FUNCTION CENTRE	61
10.2.2	DRAFT POLICY 6.6.13 AGROFORESTRY/TREE PLANTATIONS	63
10.3	ACTING MANAGER WORKS AND SERVICES:	70
10.3.1	CONTINUATION OF FOOTPATH – GLOVER CRESCENT/CRAIKE WAY GREEN HEAD	70
10.4	DEPUTY CHIEF EXECUTIVE OFFICER:	72
10.4.1	ACCOUNTS FOR PAYMENT	72
10.4.2	MONTHLY STATEMENT OF FINANCIAL ACTIVITY – JANUARY 2009	79
10.4.3	MONTHLY STATEMENT OF FINANCIAL ACTIVITY – FEBRUARY 2009	82
10.4.4	WITHDRAWAL OF AUSTRALIAN ACCOUNTING STANDARD 27	85
10.4.5	ROYALTIES FOR REGIONS – COUNTRY LOCAL GOVERNMENT FUND (C.L.G.F)	87
10.4.6	SHIRE OF COOROW - ANNUAL BUDGET REVIEW 2008/2009	90
11.	QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN:	92
12.	URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:	92
13.	MATTERS BEHIND CLOSED DOORS:	92
14.	DATE OF NEXT MEETING:	92
14.1	PUBLIC FORUMS – AMALGAMATION DISCUSSIONS	92
14.2	COMMUNITY FORUM	92
14.3	ORDINARY MEETING OF COUNCIL	92
15.	CLOSURE:	92

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:

The President, Cr Girando, welcomed those present and opened the meeting at 3.03pm.

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

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

President
Deputy President

Mr M J Hook
Mr S D Billingham
Mr D R Hadden
Mr K L Bean
Ms S G Donohue

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

Visitors

Mrs Linda Thompson
Mr Michael O'Callaghan

Declarations of Interest

Councillor/Officer	Item	Interest	Nature
Nil.			

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:

Nil.

4. PUBLIC QUESTION TIME:

Mr Michael O'Callaghan

Spoke about an email sent to Cr Girando and circulated amongst Councillors regarding Amalgamations. Mr O'Callaghan personal opinion is that the Shire of Coorow should split at the Brand Highway, with Committees from both sides to decide which the better option for their communities is during an amalgamation. Mr O'Callaghan believes that the inland portion of the Shire of Coorow should look to the Shire of Moora for a possible amalgamation alliance.

5. APPLICATIONS FOR LEAVE OF ABSENCE:

Cr Waite requested Leave of Absence from 28 March 2009 to 31 March 2009;
Cr Williams requested Leave of Absence from 19 March 2009 to 22 March 2009; and
Cr Rackemann requested Leave of Absence from 19 March 2009 to 29 March 2009.

RESOLUTION: **2009-019**

Moved: Cr Bothe

Seconded: Cr McDonald

That Council grant:

1. *Cr Waite Leave of Absence from 28 March 2009 to 31 March 2009;*
2. *Cr Williams Leave of Absence from 19 March 2009 to 22 March 2009; and*
3. *Cr Rackemann requested Leave of Absence from 19 March 2009 to 29 March 2009.*

CARRIED 8/0

6. PETITIONS/DEPUTATIONS/PRESENTATIONS:

Nil.

7. CONFIRMATION OF MINUTES:

7.1	ORDINARY MEETING HELD WEDNESDAY 18 FEBRUARY 2009 AT THE LEEMAN ADMINISTRATION CENTRE, LEEMAN
-----	---

AUTHOR

Mark Hook

DISCLOSURE OF INTEREST

Nil

DATE OF REPORT

1 March 2009

COMMENT:

Nil

OFFICER RECOMMENDATION:

That the Minutes of the Ordinary Meeting held on Wednesday 18 February 2009 at the Leeman Administration Centre, Leeman, be confirmed as a true and correct record.

RESOLUTION: **2009-020**

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

That the Minutes of the Ordinary Meeting held on Wednesday 18 February 2009 at the Leeman Administration Centre, Leeman, be confirmed as a true and correct record.

CARRIED 8/0

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 DEDICATION AND GAZETTAL OF PART OCEAN VIEW DRIVE GREEN HEAD TOWNSITE
--

LOCATION	Ocean View Drive Green Head (between Grigson and Patton St)
AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	11 March 2009
FILE	C1.1

SUMMARY:

Council is being requested to resolve to have Ocean View Drive, Green Head (Between Grigson and Patton Streets) dedicated and gazetted.

BACKGROUND:

Under Section 56 of the Land Administration Act, Department for Planning and Infrastructure (DPI) State Land Services are required to request the Hon Minister for Lands to rededicate and gazette roads or streets.

Council resolved to close Ocean View Drive between Grigson and Patton Street in February 1985, the notice appeared in the Government Gazette 17 May 1985.

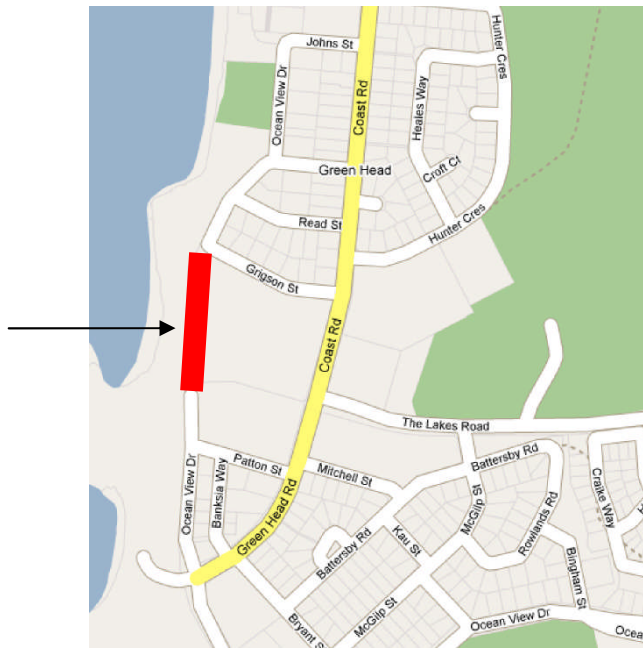
In March 2001 Council resolved the following:

Moved: Bothe Seconded: McTaggart
That Department of Land Administration be requested to progress the dedication and gazettal of Ocean View Drive between Grigson and Patton Streets on Council's behalf as per Section 56 of the Land Administration Act.

Council Staff have contacted State Lands Services to ascertain if the road had been gazetted after Council's resolution and were informed that the road was still Unallocated Crown Land (UCL).

The above resolution was never acted upon, and due to the time lapsed since the resolution was passed, Council will need to formally resolve to dedicate and gazette this portion of road.

The section of Ocean View Drive to be dedicated and gazetted is indicated below:



COMMENT:

The section of Ocean View Drive from Grigson to Patton street has been closed for quite a few years and in recent years Council and other community groups have been of the opinion to better facilitate coastal localised traffic movements, and to regulate future uses of this land, it may be wise for Council to have this section of Ocean View Drive rededicated with a view to constructing it further in the future.

DPI State Land Services require the current Council to reiterate the March 2001 Resolution to rededicate Ocean View Drive.

STATUTORY ENVIRONMENT:

Section 56 Land Administration Act

STRATEGIC IMPLICATIONS:

Will allow Council better future management over this portion of Ocean View Drive.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION:

That Council advise the Department of Planning and Infrastructure State Land Services that Council wish to gazette the portion of Ocean View Drive between Grigson and Patton Streets as per Section 56 of the Land Administration Act as per Council's resolution in March 2001.

RESOLUTION: 2009-021

Moved: Cr Williams

Seconded: Cr Rackemann

That Council advise the Department of Planning and Infrastructure State Land Services that Council wish to gazette the portion of Ocean View Drive between Grigson and Patton Streets as per Section 56 of the Land Administration Act as per Council's resolution in March 2001.

CARRIED 8/0

10.1.2 PROPOSED ADDITIONS TO PINJARREGA NATURE RESERVE

LOCATION	Pinjarrega Nature Reserve A25210
AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 2009
ATTACHMENT	10.2.2 Map outlining areas to be added to nature reserve
FILE	N2 Nature Reserves

SUMMARY:

Council is being requested to support the proposal from the Department of Environment and Conservation to cancel a section of closed road and add the closed road and a portion of Unallocated Crown Land (UCL) to the Pinjarrega Nature Reserve (A 25210).

BACKGROUND:

The proposed area (UCL bordered orange and road section bordered blue on the map included at Attachment 10.2.2) is located on the southern side of the Pinjarrega Nature Reserve on the Marchagee Track.

The portion of UCL and section of closed road contains the Threatened Ecological Community (TEC) Bentonite Lakes – an herbaceous plant assemblage on bentonite lake beds. The interim recovery plan for this TEC has recommended this area be managed for conservation, and the Department of Environment and Conservation (DEC) has sought to add this area to the Pinjarrega Nature Reserve since 2002.

COMMENT:

Council staff have no concerns or objections with the proposed plan to include the outlined portions in the Pinjarrega Nature Reserve.

STATUTORY ENVIRONMENT:

Land Administration Act

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

The Department of Environment and Conservation will absorb all costs associated with the realignment of this Nature Reserve.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council advise the Department of Environment and Conservation that Council has no objections with the cancellation of the section of closed road to be included in the Pinjarrega Nature Reserve as outlined at Attachment 10.2.2.

RESOLUTION: 2009-022

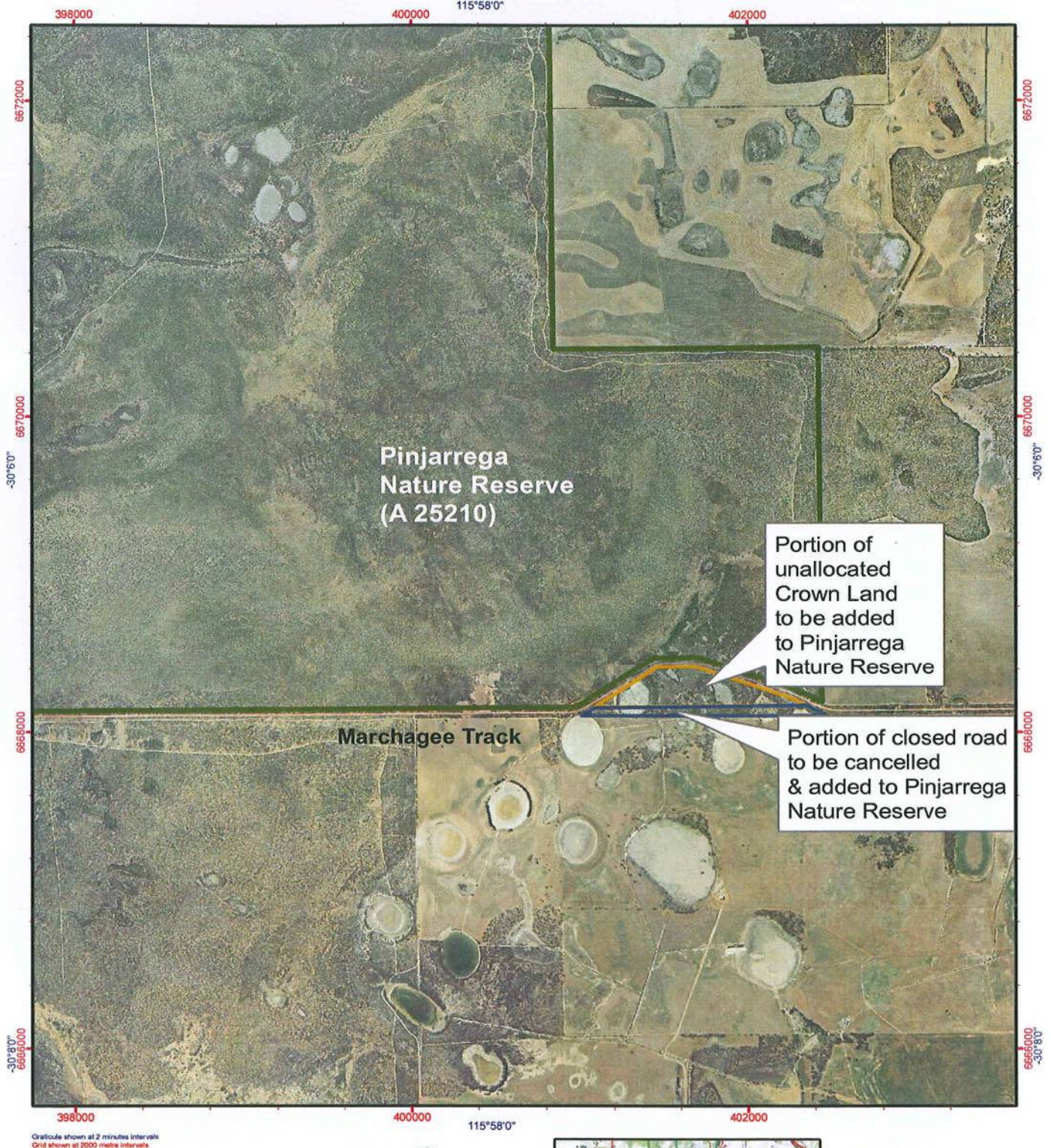
Moved: Cr Williams

Seconded: Cr Waite

That Council advise the Department of Environment and Conservation that Council has no objections with the cancellation of the section of closed road to be included in the Pinjarrega Nature Reserve as outlined at Attachment 10.2.2.

CARRIED 8/0

Proposed Additions to Pinjarrega Nature Reserve (A25210)



Legend

- Nature Reserve
- Unallocated Crown Land

Projection: Universal Transverse Mercator
MGA Zone 50. Datum: GDA94

1:31,826 (A4)
0 140 280 560 840 1,120
Meters

The Dept. of Environment and Conservation does not guarantee that this map is without flaw of any kind and disclaims all liability for any errors, loss or other consequence which may arise from relying on any information depicted



Department of
Environment and Conservation

Produced by Bok Ho
Under the Direction of
Keiran McNamara
Director General, Department of
Environment and Conservation

Job Ref: 2009/000454-1
Produced at 10:17am, on February 19, 2009

10.1.3 DONATION – VARIETY CLUB BASH

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 2009
FILE	D3

SUMMARY:

Council has received a request by Bob Gardiner, Cathy Gardiner and Paul World of Green Head to sponsor their Variety Club Car ‘CAR F100’

BACKGROUND:

Council has received the following letter from Bob Gardiner, Cathy Gardiner and Paul World of Green Head:

I am writing to you to request any sponsorship or donation you may be able to offer this worthwhile cause.

All monies raised go to the Variety Club of Western Australia, so all your money reaches the designated beneficiaries, the special children of Western Australia.

If you were to support our entry appropriate corporate identification would be placed on the vehicle, recognising you as a sponsor of the Variety Club Bash, and will remain in place for 12 months. This identification will be highly visible both during the “Bash” and at the various special events that the vehicle attends throughout the year.

All donations should be made payable to Variety WA Car F100. A receipt will be forwarded to you and all donations are tax deductible.

I hope you can join us in this very worthwhile venture and look forward to hearing from you.

COMMENT:

Nil.

STATUTORY ENVIRONMENT:

Shire of Coorow 2008/09 Budget

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Council has budgeted \$9,700 in the 2008/09 Budget and to date has spent \$4,557.51 on the following:

Green Head Community Centre – Memorial Wall Cliff Park	\$568.18
Mid West Regional Council – Dry Seasons Working Group	\$500.00
Green Head Bowling Club – Shade Shelters	\$2272.73
Mid West Affiliated Ag Society	\$100.00
Leeman Telecentre – Coastal Youth Group	\$500.00
Coorow Business House Sundowner	\$90.91
Leeman Ratepayers Assoc – Australia Day BBQ	\$227.27
Maley Park Committee – Freight Costs	\$7.51
Christmas Light Winner 2007	\$90.91
Carnamah High School Quiet Lion Tour	\$200.00

This leaves \$5142.49 allocated for donations.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council donate \$500 to the Variety Club WA for the Green Head Car F100.

RESOLUTION: 2009-023

Moved: Cr Waite ***Seconded:*** Cr George

That Council does not donate \$500 to the Variety Club WA for the Green Head Car F100.

CARRIED 8/0

Council's resolution differed from the Officer's Recommendation as Council feels that the Donations Allocation in Annual Budgets it for the benefit of local organisations or groups.

10.1.4 POS CASH IN LIEU THOMAS ST SUBDIVISION-LEEMAN

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 2009
FILE	L2.2 Landcorp General

SUMMARY:

Council is being requested to accept an amount of \$228,500 for the POS cash in lieu for the Thomas Street Subdivision in Leeman.

BACKGROUND:

Discussions have been held between the Chief Executive Officer and the Shire President with representatives of Landcorp in relation to the amount of Landcorp's contribution as the cash in lieu component for the Thomas Street Subdivision. The CEO and the Shire President made it very clear during these discussions that this would be a decision of Council and not one for the CEO and President to make.

Attached is the letter containing the formal offer of \$300,000 as Landcorp's Contribution to the Shire of Coorow for the POS as part of the Thomas Street subdivision in Leeman. As stated in this letter the valuer has put an amount of \$450,000 on the POS contribution and Landcorp believes this should be discounted due to the reasons outlined in their letter.

Council discussed this issue at the August 2008 Ordinary Meeting, after an offer of \$300,000 was offered by Landcorp and Council resolved the following:

RESOLUTION: 2008-131
Moved: Cr George Seconded: Cr McDonald
That Council

1. does not accept the formal offer of \$300,000 for the Public Open Space contribution for the Leeman Thomas Street Subdivision; and
2. accept the initial offer of \$450,000 for Public Open Space contribution for the Leeman Thomas Street Subdivision; and

CARRIED 8/0

Council has recently received further correspondence from Landcorp regarding the Leeman Thomas Street Development Cash In Lieu WAPC 131387 Condition 4. As follows:

I refer to previous communications concerning the cash in lieu of public open space payment required by Landcorp to the Shire of Coorow to enable the above condition to be satisfied.

As previously advised, in light of the age of the previous valuation provided to the Shire (May 2008), economic downturn and lack of sales in Leeman and the region, Landcorp engaged the services of a licensed valuer (Jeff Cadd of Locum Valuation Services) to determine the current value of the cash in lieu condition.

The report compiled by Locum Valuation Services which has determined that as of 16 January 2009, the current cash in payment amount due to the Shire of Coorow to clear condition 4 is \$228,500 inclusive of GST.

Based upon this advice, Landcorp offers the Shire of Coorow \$228,500 to settle WAPC condition 4 noting that as per the Planning and Development Act 2005, this offer is only valid for 90 days (as of 16 January 2009).

COMMENT:

Quite a significant amount of time has lapsed since the offer of \$300,000, with quite a bit of economical uncertainty arising in this time. It should be noted that the change and timing of the valuation was not of the Shire of Coorow making, and Council can still require Landcorp to contribute the \$450,000 if Council feels that the offer of \$228,500 is not acceptable.

It seems inappropriate of Landcorp to use a current valuation considering the Thomas Street Leeman Subdivision was completed nearly two years ago.

STATUTORY ENVIRONMENT:

Local Government Act 1995,
Planning and Development Act 2005
Land Administration Act 2007

STRATEGIC IMPLICATIONS:

The cash in lieu will allow Council to develop areas in Leeman in line with the requirements of the *Planning and Development Act 2005*.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

The acceptance of \$228,500 when the original offer was \$450,000, and an offer of \$300,000 has already been refused will mean there is less monies to undertake the development of POS in Leeman.

PUBLIC CONSULTATION:

No Public Consultation required on this issue.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council:

1. decline the formal offer of \$228,500 for the Public Open Space contribution for the Leeman Thomas Street Subdivision; and
2. request Landcorp to forward the initial valuation amount of \$450,000 for Public Open Space contribution for the Leeman Thomas Street Subdivision.

RESOLUTION: 2009-024

Moved: Cr George ***Seconded:*** Cr Williams

That Council:

1. *decline the formal offer of \$228,500 for the Public Open Space contribution for the Leeman Thomas Street Subdivision; and*
2. *request Landcorp to forward the initial valuation amount of \$450,000 for Public Open Space contribution for the Leeman Thomas Street Subdivision.*

CARRIED 8/0

10.1.5 COOROW TELECENTRE LEASE AGREEMENT

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 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.

This matter was held over from the 18 February 2009 Ordinary Meeting of Council, to allow for the requested changes to be made to the lease.

COMMENT:

The Lease covers all the agreed items and the current funding requirements that have been agreed to by the previous Chief Executive Officer. The requested amendments have also been done.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

STRATEGIC IMPLICATIONS:

More services to Councils Ratepayers and residents.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

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

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That the Shire of Coorow signs the lease documents for the lease of Lot 1 on diagram 26232 to the Coorow Telecentre.

RESOLUTION: 2009-025

Moved: Cr Waite

Seconded: Cr Williams

That the Shire of Coorow signs the lease documents for the lease of Lot 1 on diagram 26232 to the Coorow Telecentre with the following amendments:

1. *remove Sections 4.2 – 4.5;*
2. *remove appendix – Schedule 1 - 12 (d), as Council's insurance covers these items; and*
3. *lease amount reduced from \$225 to \$10 per annum.*

CARRIED 8/0

Ref: GM./MRR/C299

LEASE
Lot 1 on Diagram 26232

SHIRE OF COOROW
("Lessor")

AND

COOROW TELECENTRE
("Lessee")

CONTENTS

1.	<u>DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS</u>	22
1.1	<u>DEFINITIONS</u>	22
1.2	<u>INTERPRETATION</u>	26
1.3	<u>PERFORMANCE OF FUNCTIONS BY MINISTER</u>	26
1.4	<u>APPROVAL BY THE LESSOR OR MINISTER</u>	26
1.5	<u>CONSENT OF WESTERN AUSTRALIAN PLANNING COMMISSION</u>	26
2.	<u>OPERATIVE PART</u>	27
2.1	<u>LEASE OF LEASED PREMISES</u>	27
2.2	<u>QUIET ENJOYMENT</u>	27
2.3	<u>LESSEE RESPONSIBLE AS IF OWNER</u>	27
3.	<u>RESERVATION OF LESSOR'S RIGHTS</u>	27
(A)	<u>IMPROVEMENTS TO LEASED PREMISES</u>	27
(B)	<u>RIGHT TO ENTER</u>	28
(C)	<u>GRANTING EASEMENTS ETC</u>	28
(D)	<u>RE-CLASSIFICATION OF FIXTURES AND FITTINGS</u>	29
4.	<u>RENT AND RENT REVIEW</u>	29
4.1	<u>RENT</u>	30
4.2	<u>RENT REVIEW</u>	30
4.3	<u>CPI RENT REVIEW</u>	30
4.4	<u>RENT REVIEW NOTICE</u>	8
4.5	<u>DISPUTE CONCERNING CURRENT MARKET RENT</u>	8
5.	<u>OUTGOINGS AND BULK SUPPLY OF ELECTRICITY, GAS OR POWER</u>	32
5.1	<u>OUTGOINGS SEPARATELY ASSESSED</u>	32
5.2	<u>BULK SUPPLIES OF ELECTRICITY, GAS OR POWER</u>	32
6.	<u>USE OF LEASED PREMISES AND FACILITIES</u>	32
7.	<u>SECURITY OF LEASED PREMISES</u>	32
8.	<u>LEASED PREMISES NAME IN LESSEE'S NAME</u>	33
9.	<u>COVENANT TO REPAIR AND MAINTAIN</u>	33
10.	<u>POSITIVE COVENANTS</u>	35
11.	<u>NEGATIVE COVENANTS</u>	36
12.	<u>LESSEE'S OBLIGATION TO EFFECT INSURANCES</u>	38
13.	<u>INDEMNITIES</u>	38
13.1	<u>GENERAL INDEMNITY</u>	39
13.2	<u>NATURE OF INDEMNITY</u>	39
14.	<u>ASSIGNMENT</u>	39
14.1	<u>NO ASSIGNMENT</u>	39
14.2	<u>PROPERTY LAW ACT EXCLUDED</u>	39
14.3	<u>LESSOR MAY CONSENT TO ASSIGNMENT</u>	39
14.4	<u>LESSOR MAY CONSENT TO SUBLEASE</u>	39
15.	<u>DAMAGE, DESTRUCTION OR RESUMPTION</u>	40
15.1	<u>DEFINITIONS</u>	40
15.2	<u>ABATEMENT</u>	40

15.3	<u>EITHER PARTY MAY TERMINATE</u>	41
15.4	<u>LESSEE MAY TERMINATE</u>	41
15.5	<u>EXCEPTIONS</u>	41
15.6	<u>LESSOR TO TERMINATE</u>	41
15.7	<u>ANTECEDENT BREACHES</u>	42
15.8	<u>DISPUTE RESOLUTION</u>	42
15.9	<u>LESSOR NOT OBLIGED TO REINSTATE</u>	42
15.10	<u>PROCEEDS OF INSURANCE</u>	42
15.11	<u>RESUMPTION OF LEASED PREMISES</u>	42
16.	<u>LIMIT OF LESSOR'S LIABILITY</u>	42
16.1	<u>NO WARRANTIES OR REPRESENTATIONS</u>	42
16.2	<u>SUITABILITY AND SAFETY OF LEASED PREMISES</u>	43
16.3	<u>LESSOR NOT LIABLE</u>	44
16.4	<u>LESSOR ONLY LIABLE WHILE PRIMARY INTEREST HOLDER</u>	44
16.5	<u>INTERRUPTION OF SERVICES</u>	44
17.	<u>DEFAULT</u>	44
18.	<u>LESSOR'S POWERS ON DEFAULT</u>	45
18.1	<u>LESSOR'S RIGHT OF POSSESSION</u>	45
18.2	<u>LESSOR MAY REMEDY LESSEE'S DEFAULT</u>	45
18.3	<u>NO PREJUDICE OF LESSOR'S RIGHTS</u>	46
18.4	<u>EXERCISE OF RIGHTS BY LESSOR</u>	46
19.	<u>ESSENTIAL TERMS</u>	46
19.1	<u>BREACH OF ESSENTIAL TERMS</u>	46
19.2	<u>DAMAGE FOR BREACH OF ESSENTIAL TERMS</u>	47
19.3	<u>LESSOR'S ENTITLEMENT TO DAMAGES</u>	47
19.4	<u>LESSOR TO MITIGATE DAMAGES</u>	47
19.5	<u>CALCULATION OF DAMAGES</u>	47
20.	<u>TERMINATION</u>	48
20.1	<u>YIELD UP LEASED PREMISES</u>	48
20.2	<u>IMPROVEMENTS TO VEST IN CROWN</u>	48
20.3	<u>REMOVE LESSEE'S FIXTURES</u>	48
20.4	<u>MAKING GOOD OF LEASED PREMISES ON TERMINATION</u>	48
20.5	<u>LESSOR CAN MAKE GOOD</u>	49
20.6	<u>DEALING WITH LESSEE'S PROPERTY NOT REMOVED AT TERMINATION</u>	49
20.7	<u>LESSEE TO CONTINUE TO PAY OUTGOINGS</u>	49
22.	<u>POWER OF ATTORNEY</u>	50
23.	<u>TRUSTEE PROVISIONS</u>	50
24.	<u>MISCELLANEOUS</u>	50
24.1	<u>LESSEE NOT TO PERMIT PROHIBITED MATTERS</u>	50
24.2	<u>LESSOR'S CONSENT</u>	51
24.3	<u>CERTIFICATES</u>	51
24.4	<u>EXERCISE OF RIGHTS BY LESSOR</u>	51
24.5	<u>LESSOR MAY ACT BY AGENT</u>	51
24.6	<u>DISCRETION OF THE LESSOR</u>	51
24.7	<u>TIME FOR PAYMENT</u>	52
24.8	<u>TIME OF THE ESSENCE</u>	52
24.9	<u>NO MORATORIUM</u>	52

24.10	<u>VARIATION</u>	52
24.11	<u>FURTHER ASSURANCES</u>	52
24.12	<u>EFFECT OF EXECUTION</u>	52
24.13	<u>ENTIRE AGREEMENT</u>	52
24.14	<u>PROPER LAW</u>	52
24.15	<u>SEVERANCE</u>	52
24.16	<u>HEADINGS</u>	53
24.17	<u>TERMINATION</u>	53
24.18	<u>COST OF COMPLYING WITH OBLIGATIONS</u>	53
24.19	<u>GIVING OF NOTICE</u>	53
24.20	<u>GOODS AND SERVICES TAX</u>	53
<u>SCHEDULE 1</u>		55
1.	<u>LESSOR'S DETAILS</u>	55
2.	<u>LESSEE'S DETAILS</u>	55
3.	<u>GUARANTORS' DETAILS</u>	55
4.	<u>LAND</u>	55
5.	<u>LEASED PREMISES</u>	55
6.	<u>AUTHORISED USE</u>	55
7.	<u>COMMENCEMENT DATE</u>	55
8.	<u>TERM</u>	55
10.	<u>RENT</u>	56
11.	<u>INTEREST RATE</u>	56
12.	<u>LESSEE'S INSURANCE OBLIGATIONS</u>	56
13.	<u>DEFINITION OF OUTGOINGS</u>	56
<u>SCHEDULE 2</u>		59

THIS DEED is made

day of

2009

B E T W E E N

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

AND

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

THE PARTIES COVENANT AND AGREE:

1. Definitions, Interpretation, Consents and Approvals

1.1 Definitions

Unless stated otherwise:

"Authorised Person" means an agent, employee, licensee, contractor or invitee of the Lessee;

"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 à 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,
- (c) Allowing the Lessor use of the premises for Council Meetings at no charge.

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.

4.4 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 calculated on an annual basis at an amount

which in the opinion of the Lessor is the Current Market Rent 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 under the value of \$100 per item shall be the responsibility of the Lessee with the Lessor being responsible for all items over \$100.
 - (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.

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;
 - (ii) 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);
- (c) 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;
 - (iii) 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;
- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Day's notice has been given to the Lessee 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;
- (l) 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;
- (m) if the Lessor arranges the cleaning of the Leased Premises, pay to the Lessor on demand the cost of cleaning the Leased Premises; and
- (n) provide, cultivate and maintain trees, shrubs and other vegetation as directed by the Lessor for the protection and preservation of the environmental conditions in respect of the Leased Premises.

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;
- (j) 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;
- (l) 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;
- (m) burn any rubbish in the Leased Premises or the Land;
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (q) smoke in the Leased Premises; or
- (r) 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.

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) "Reinstatement Notice" means a notice given by the Lessor to the Lessee of the Lessee's intention to carry out the Reinstatement Works; and
- (b) "Reinstatement Works" means the work necessary to:
 - (i) reinstate the Leased Premises; or
 - (ii) 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:
- (iii) restored;
- (iv) 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;
 - (iii) 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:
 - (i) 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:-
 - (i) 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;
 - (iii) 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.

20.5 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

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing;
- (b) 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

(iii) 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 1

Particulars of Lease

1. **Lessor's Details**

SHIRE OF COOROW

Main Street

Coorow, Western Australia, 6515

2. **Lessee's Details**

Coorow Telecentre

C/- 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

8. **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 TWO HUNDRED FIFTY FIVE (\$255.00) 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

11. **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;
- (b) Maintaining the Land and the Leased Premises;
- (c) 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;
- (l) leasing any plant, equipment or other items required for or in connection with the operation of the Leased Premises; and

SCHEDULE 2

Lot 1 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:)

10.2 MANAGER REGULATORY SERVICES:

10.2.1 TREE REMOVAL AT MALEY PARK FUNCTION CENTRE

LOCATION	Reserve 14446 Bothe Street Coorow
AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	19 February 2009
FILE	R 14446

SUMMARY:

Council is being requested to approve the removal off the trees in front of the Maley Park Function Centre to protect the building from further damage from underslab root penetration and associated ground movement.

BACKGROUND:

The Maley Park Hall and Function Centre has been experiencing settling or movement damage throughout the building for a number of years.

The Centre requires a major renovation, however it is pointless renovating the building until it has been stabilised to a point that movement ceases. In order to commence this process it is recommended that those trees currently located between the Function Centre and oval be removed to protect the building from further root penetration under the building.

The second stage of the stabilisation process would be to use the Uretek injection system to stabilise the ground under the building were cracking is accruing. Once stabilised, the building can be renovated internally.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Stabilisation works will require budgetary approval. Cost of tree removal would be approximately \$3,000.

PUBLIC CONSULTATION:

No public consultation undertaken.

VOTING REQUIREMENTS:

Absolute majority.

OFFICER RECOMMENDATION:

That Council:

1. approve the removal of the trees at Maley Park Function Centre between the function centre and the oval;
2. authorise out of budget expenditure for the removal of the trees; and
3. place an amount in the 2009/10 Budget Estimations for the Stabilization of the Maley Park Function Centre.

RESOLUTION: 2009-026

Moved: Cr Waite

Seconded: Cr Girando

That Council:

1. *approve the removal of the trees at Maley Park Function Centre between the function centre and the oval;*
2. *authorise out of budget expenditure for the removal of the trees; and*
3. *place an amount in the 2009/10 Budget Estimations for shade sails to replace the shade currently given by trees.*

**CARRIED 8/0
BY ABSOLUTE MAJORITY**

10.2.2 DRAFT POLICY 6.6.13 AGROFORESTRY/TREE PLANTATIONS

AUTHOR	Dave Hadden
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 March 2009
ATTACHMENTS	10.2.2 Draft Policy 6.6.13 – Agroforestry/Tree Plantations
FILE	T9.16

SUMMARY:

Council is to consider Draft Policy 6.6.13 Agroforestry/Tree Plantations as included at Attachment 10.2.2.

BACKGROUND:

The Shire of Chapman Valley's Planning Department has prepared this Policy in response to current and anticipated growth pressures to ensure that Council is prepared to meet the challenge associated with such growth.

This Policy was presented to Council in the February Information Bulletin to allow Councillors to discuss the Policy before being brought back to Council at a future meeting.

COMMENT:

For the most part this Policy is formulated to align with a Strategic Planning direction as principally set by the Council and, accordingly, used by staff to disseminate information to the Community on the minimum standards for development as prescribed by Council.

With this said, a Local Planning Policy once adopted is not binding on Council in determining Applications for Planning consent although it is strongly recommended that Council adhere to the Policy, where practical, or, at the very least, give due consideration to the Policy to maintain a level of consistency.

STATUTORY ENVIRONMENT:

Council is able to formulate, review or rescind Planning Policies in accordance with the provisions specified in Part 2 of the Shire's Town Planning Scheme No. 2. In accordance with Clause 2.4.1(a) of the Scheme, Council is required to advertise the draft Policy at least once per week for two consecutive weeks in a Local newspaper.

STRATEGIC IMPLICATIONS:

Local Planning Policies are formulated and aligned within a Strategic Planning direction as set by Council. They aid in guiding the type and standard of development Council views as appropriate within particular areas of the Shire. Policies also provide a consistent approach to approving land use and development.

POLICY IMPLICATIONS:

Should the Policy conflict with a provision of the Town Planning Scheme the Scheme will invariably prevail unless the Council has exercised discretion to vary a particular standard or requirement in accordance with Clause 5.5 of the Scheme.

FINANCIAL IMPLICATIONS:

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

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council resolve, pursuant to Clause 2.4.1(a) and Clause 2.5 of the Shire of Coorow's Town Planning Scheme No. 2 to endorse the draft Local Planning Policy as listed below and provided in Attachment 10.2.2 for the purpose of receiving comment from the broader Community.

RESOLUTION: 2009-027

Moved: Cr Williams **Seconded:** Cr Bothe

That Council resolve, pursuant to Clause 2.4.1(a) and Clause 2.5 of the Shire of Coorow's Town Planning Scheme No. 2 to endorse the draft Local Planning Policy as listed below and provided in Attachment 10.2.2 for the purpose of receiving comment from the broader Community.

CARRIED 8/0

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.13

Policy Subject: **AGRO-FORESTRY/TREE PLANTATIONS**

Policy Statement: This Policy applies to agro-forestry/tree plantations, otherwise termed 'Tree Crops' for the purpose of this Policy, that has the potential to become a prominent land-use across the Shire where landholders and private investors seek to:

- capitalise on emerging opportunities for farm forestry;
- diversify income streams; and
- gain on farm environmental benefits that can be realised from integrated tree crops.

Given the increasing opportunities and interest in tree crop development it is timely for local governments to ensure that these developments where possible are adequately managed to avoid environmental and/or land-use conflict that could potentially arise.

Therefore, this Policy seeks to clarify the Council's position on the establishment of tree crops.

Objectives: The objectives of this Local Planning Policy are to;

1. Achieve a consistent, efficient, and equitable system for assessing and approving tree crop applications;
2. Actively encourage the establishment of tree crops in appropriate locations across the Shire of Coorow;
3. Actively encourage tree crops in areas subject to land degradation, including areas of high salinity, water logging, and high levels of chemical contamination where there are clear natural resource management benefits;
4. Consider impacts on local road infrastructure and fire risk/management issues in all applications;
5. Consider the visual impact of tree crops in close proximity to town sites, roads of local and regional significance, and areas of scenic beauty;
6. Encourage operators, managers, government and non-government agencies, investors, and land holders to work in partnership wherever possible;

7. Encourage operators to abide by the Industry Code of Practice, relevant legislation, and this policy when seeking to enter into tree crops venture;
8. Outline the matters to be addressed through the planning system and other legislation.

The Council recognises that other matters, not listed above, may be raised during assessment of applications, such as submissions by third parties, which will be noted but not necessarily used in determining an application as such matters may be covered by other legislation, fall under the responsibility of other agencies, or may not be considered relevant or valid planning considerations.

Definitions:

‘Agro forestry’ means land used commercially for tree production and agriculture where trees are planted in blocks of more than one hectare.

‘Plantation’ has the same meaning as in the *Code of Practice for Timber Plantations in Western Australia (2006)* published by the department of Conservation and Land Management and the Australian Forest Growers.

‘Tree Crop’ means trees planted under the management of one Applicant with an aggregate area greater than 40 hectares and with the intent of producing commercial products. Commercial products include all wood and non-wood products that can be sold to a third party. Wood products are produced when trees are harvested, such as woodchips or sawlogs, while non-wood products include products such as carbon and potentially environmental services.

Guidelines:

This policy applies to all ‘Rural’ zoned land in the Shire of Coorow Town Planning Scheme No.2 (TPS2) given agro forestry/tree plantations are uses defined, but not specifically listed in any zone.

In the absence of more prescriptive details as to what the Council considers to constitute ‘agro forestry’ and ‘plantations’, and recognising there could be a degree of overlap between the respective definitions, for the purpose of this policy in assessing applications, the Council will require the following:

1. Completion of an application for Planning Consent (Tree Crop Development Application Form) for all tree crop developments with an aggregate area greater than 40 hectares in size.

NOTE: An application for tree crops can cover multiple tree crop developments, which may be on different titles, provided they are under the management of one Applicant.

2. The application is to include or be accompanied by the following;

- Title details of the subject land;
- Name of Landowner(s);
- Name of the Applicant(s) (Manager);
- Address and contact details of the Applicant(s);
- Signature(s) of the Applicant(s) and the Landowner(s);
- Management Plan as per checklist based on the Code of Practice;
- Map showing location of trees, access roads, structures and buildings, natural features (including native vegetation and water courses) and other relevant information, such as hazards and significant features;
- Level of compliance with the specifications and guidelines in the *Code of Practice for Timber Plantations in Western Australia (2006)*.
- The preparation of a Fire Management Plan, to be included as a part of an overall Management Plan, that details access, firebreaks, water supplies, separation distance between plantings and setbacks from off-site dwellings.
- A visual impact assessment for properties that adjoin townsite boundaries, front roads of regional or local significance, or areas deemed by the Council to have a high level of scenic value;
- A Water Management Strategy that includes an impact statement relating to water quantity and quality regarding the anticipated effects on adjacent land uses and downstream users – refer to Notes below;
- A future Harvest/Transport Plan that details estimated harvest time/s, expected transport routes, and proposed machinery requirements – refer to Notes below;
- Planning application fee, as per the Shire Schedule of Fees.

NOTES:

Additional Approvals

Proposed new buildings and structures relating to a tree crop development may be subject to additional/other applications and approvals of the local government and other agencies.

Water Management

The Council may seek advice from the Department of Conservation and Environment and/or Department of Water to assist in determining the application, with specific reference to ground and surface water impacts. Should the Department of Conservation and Environment and/or Department of Water raise significant concerns or objections to the proposal the application may ultimately be refused by the Council.

Harvest and Transport

The Council recognises the future locations of processing facilities in or near the 'Midlands/ Central Wheatbelt' region is currently unknown, and it is therefore difficult to prepare a transport plan prior to commencement of tree crop development. Nevertheless, the Council will require an understanding of expected harvest and transport routes through the Shire at the application stage, with the requirement a transport plan/strategy to be prepared and submitted twelve (12) months prior to the commencement of harvesting depending on scale and nature of harvest.

Where the Council considers the existing road infrastructure is not adequate to service the future harvest, the applicant/operator will be required to make suitable and safe access arrangements. If a suitable and safe arrangement can not be identified and there is likelihood that this can not be secured or improved, the Council may refuse the application.

In processing an application for tree crops the Council will;

- publicly advertise the proposal for a minimum of 30 days through writing to adjoining/nearby landowners as deemed appropriate by the Council; and
- seek comments, as determined by the Council, from relevant government agencies and other stakeholders or affected parties.

Should there be no objection, and the application accord with the relevant provisions of this Policy as well as the Shire of Coorow Town Planning Scheme No.2 and Local Planning Strategy, the proposal may be approved by the Shire's Chief Executive Officer (CEO) under delegated authority afforded by the Shire Council.

However, if, in the opinion of the CEO, substantive objection and/or relevant concerns have been raised the application will be referred to the Council for consideration and accordingly be determination in consideration of concerns and pursuant to compliance with this Policy, and the Shire of Coorow Town Planning Scheme No.2 and Local Planning Strategy.

Resolution No:

Resolution Date:

Source: Shire of Chapman Valley Planning Department, South East Avon Voluntary Regional Organisation of Council, Shire of Manjimup, *Code of Practice for Timber Plantations in Western Australia (2006)*

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

10.3 ACTING MANAGER WORKS AND SERVICES:

10.3.1 CONTINUATION OF FOOTPATH – GLOVER CRESCENT/CRAIKE WAY GREEN HEAD

LOCATION	Green Head
AUTHOR	Kelvin Bean
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	5 March 2009
FILE	F4

SUMMARY:

Council is being requested to place the continuation of the Glover Crescent/Craike Way Green Head footpath into the 2009/10 Budget Costings.

BACKGROUND:

Council has been requested by various community members from Green Head to continue the footpath 35m down Glover Crescent and Craike Way. This path was partially constructed in the past and has never been completed; 35m will link the path to pre existing pathway. With the path as it is, residents have to walk along 35m of road to link up with the next section of path.

COMMENT:

Council's Chief Executive Officer and Deputy Chief Executive Officer inspected the incomplete path and agree that it should be continued. There seems to be no reason for the path to stop where it currently does.

STATUTORY ENVIRONMENT:

Shire of Coorow 2009/10 Budget
Shire of Coorow Strategic Plan

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

The 35m extension to complete the Glover Crescent/Craike Way footpath will cost approximately \$3,000 and will need to be placed in the figures for the 2009/10 Annual Budget.

PUBLIC CONSULTATION:

No public consultation undertaken.

VOTING REQUIREMENTS:

Simple majority.

OFFICER RECOMMENDATION:

That Council place an amount of \$3,000 in the 2009/10 Draft Budget for the continuation and completion of 35m of footpath along Glover Crescent and Craike Way, Green Head.

RESOLUTION: 2009-028

Moved: Cr George

Seconded: Cr Waite

That Council place an amount of \$3,000 in the 2009/10 Draft Budget for the continuation and completion of 35m of footpath along Glover Crescent and Craike Way, Green Head.

CARRIED 8/0

10.4 DEPUTY CHIEF EXECUTIVE OFFICER:

10.4.1 ACCOUNTS FOR PAYMENT

AUTHOR	Erika Clement
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 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 February 2009 and March 2009 and to approve payments of accounts due in March 2009.

COMMENT:

Approval is sought for the following list of payments of accounts made since Council's last meeting on 18 February 2009 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 March 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 March 2009 including:

1. Vouchers 17958, 17975 to 17980, 17983 to 17998, PR71030309 to PR72270209, DD180209 to DD060309, 71030309 to 72270209, EFT1700 to EFT1761, PRES, DCEO, CEO, MCD, MWS VISA CARDS totalling \$431,470.82 from Council's Municipal Fund; and
2. Vouchers 87, 88 and 90 totalling \$2,311.42 from Council's Trust Fund;

be authorised and passed for payment.

RESOLUTION: 2009-029

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

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

1. *Vouchers 17958, 17975 to 17980, 17983 to 17998, PR71030309 to PR72270209, DD180209 to DD060309, 71030309 to 72270209, EFT1700 to EFT1761, PRES, DCEO, CEO, MCD, MWS VISA CARDS totalling \$431,470.82 from Council's Municipal Fund; and*
2. *Vouchers 87, 88 and 90 totalling \$2,311.42 from Council's Trust Fund;*

be authorised and passed for payment.

CARRIED 8/0

List of Accounts Due and Submitted to Council 18 March 2009						
Chq/EFT	Date	Name	Description	Amount	TRUST	MUNI
87	10/02/2009	SHIRE OF COOROW	PERMIT FOR RAFFLE		\$ 95.00	
88	10/02/2009	SHIRE OF COOROW	REFRESHMENTS -STAY ON YOUR FEET		\$ 116.42	
90	11/02/2009	WORMALL PTY LTD	REFUND REMAINING DUST BOND		\$2,100.00	
EFT1700	10/02/2009	COOROW TELECENTRE	ADVERTISING - STAY ON YOUR FEET			\$ 40.00
EFT1701	11/02/2009	MIDWEST AUTO GROUP	SERVICE - CW001			\$ 423.81
EFT1702	25/02/2009	FESA WA	ESL JANUARY			\$ 4,172.54
EFT1703	04/03/2009	TRUCKLINE	SEAL,RETAIN KIT - CW0034-59			\$ 1,231.18
EFT1704	04/03/2009	WATERMAN IRRIGATION	REPAIRS TO IRRIGATION CONTROLLER			\$ 1,636.80
EFT1705	10/03/2009	AGPARTS WAREHOUSE	COMLOCKS,NUT & TAILS- CW 0054			\$ 91.19
EFT1706	10/03/2009	AVON WASTE	WASTE REMOVAL			\$ 9,370.00
EFT1707	10/03/2009	APPLIED AUTOMOTIVE ENGINEERING	RECON CYLINDER HEAD			\$ 554.27
EFT1708	10/03/2009	BOC GASES	GAS			\$ 313.10
EFT1709	10/03/2009	COURIER AUSTRALIA	FREIGHT-FORPARK,PAPER CO,RBC RURAL,PCS			\$ 330.56
EFT1710	10/03/2009	COVENTRY GROUP LTD	BATTERIES- CW0017/CW0060			\$ 1,481.78
EFT1711	10/03/2009	COOROW HIGHWAY STORE	REFRESHMENTS- CW OFFICE & DEPOT/PAPERS			\$ 75.35
EFT1712	10/03/2009	CHUBB FIRE	FIRE EQUIPMENT CHECK			\$ 1,453.10
EFT1713	10/03/2009	CUNNINGHAMS AG SERVICES	BATTERY,CLUTCH,HOSE CW0050,ROTARY HOE			\$ 1,151.35
EFT1714	10/03/2009	COOROW HOTEL	REFRESHMENTS - MWS SEND OFF -SALAD			\$ 160.00
EFT1715	10/03/2009	CUTTING EDGES	TOOTH,PIN & RETAINERS - CW0013			\$ 2,021.81
EFT1716	10/03/2009	COOROW AG PTY LTD	HARDWARE SUPPLIES			\$ 1,747.71
EFT1717	10/03/2009	CRAZZEL COVE CAFE	REFRESHMENTS- COUNCIL MEETING 18.2.09			\$ 110.00
EFT1718	10/03/2009	FM & JM CRAGO	GRAVEL- GUNYIDI WUBIN RD			\$ 1,956.90
EFT1719	10/03/2009	FORPARK AUSTRALIA	REPAIRS TO PLAYGROUND EQUIP LEEMAN			\$ 119.57
EFT1720	10/03/2009	FAMILY SHOPPING CENTRE	REFRESHMENTS,GAS,MWS SEND OFF			\$ 1,113.09
EFT1721	10/03/2009	GH COUNTRY COURIERS	FREIGHT MITCHELL & BROWN			\$ 119.32
EFT1722	10/03/2009	GERALDTON LOCK & KEY SPECIALISTS	KEY CUT - CW0008			\$ 11.00
EFT1723	10/03/2009	GH COUNTRY COURIERS	FREIGHT- COVENTRYS			\$ 28.84

List of Accounts Due and Submitted to Council 18 March 2009						
Chq/EFT	Date	Name	Description	Amount	TRUST	MUNI
EFT1724	10/03/2009	GREEN HEAD COMMUNITY CENTRE MANAGEMENT	CLEANING GREEN HEAD COMMUNITY CENTRE			\$ 100.00
EFT1725	10/03/2009	GREEN HEAD COMMUNITY CENTRE	GREEN HEAD COMMUNITY CENTRE - ELECTRICITY			\$ 499.76
EFT1726	10/03/2009	GIRANDO MJ	TRAVEL & SITTING FEES			\$ 1,206.80
EFT1727	10/03/2009	UHY HAINES NORTON	FINAL AUDIT 07/08			\$ 12,483.46
EFT1728	10/03/2009	MARK HOOK	REIMBURSEMENT- PLANTS CEO HOUSE			\$ 87.46
EFT1729	10/03/2009	HENDO'S PLUMBING & GAS SERVICES	PLUMBING REPAIRS - COOROW HALL			\$ 1,194.60
EFT1730	10/03/2009	IT VISION	SUPPORT BAS STATEMENT			\$ 264.00
EFT1731	10/03/2009	INTELLIGENT IP COMMUNICATIONS	INTERNET - CEO			\$ 305.75
EFT1732	10/03/2009	KENWORTH DAF W.A.	SERVICE - CW005			\$ 1,815.83
EFT1733	10/03/2009	LEEMAN HARDWARE	HARDWARE SUPPLIES			\$ 1,545.89
EFT1734	10/03/2009	LEWIS TYRES PTY LTD	TYRE- CW0043			\$ 492.81
EFT1735	10/03/2009	LANDMARK	FERTILISER & EZI WET - PALLETS			\$ 9,498.68
EFT1736	10/03/2009	MIDWEST AUTO GROUP	SERVICIE CW001- 15000KMS			\$ 167.41
EFT1737	10/03/2009	MIDALIA STEEL PTY LTD	MATERIALS FOR SHED - NETBALL COURTS			\$ 1,886.90
EFT1738	10/03/2009	MOORA GLASS SERVICE	WINDOW REPAIR MALEY PARK			\$ 422.40
EFT1739	10/03/2009	MOORA ENGINEERING & RADIATOR SERVICE	MESH TRAYS - WORKSHOP			\$ 110.00
EFT1740	10/03/2009	NORTH MIDLANDS MOTORS	SERVICE TO CAT GRADER - AIR CONDITIONING			\$ 810.50
EFT1741	10/03/2009	NORTH MIDLANDS SEPTIC SERVICE	REPAIRS SEPTIC - LOT 11 SPAIN ST			\$ 1,106.00
EFT1742	10/03/2009	NIGEL'S SERVICE CENTRE	HYGIENCE CONTRACT - 22/02/09-21/02/2010			\$ 1,188.00
EFT1743	10/03/2009	OFFICEWORKS BUSINESS DIRECT	STATIONARY			\$ 568.43
EFT1744	10/03/2009	OCEAN CENTRE HOTEL	ACCOMMODATION- PRESIDENT			\$ 314.00
EFT1745	10/03/2009	PURCHER-INTERNATIONAL PTY LTD	FREIGHT			\$ 29.98
EFT1746	10/03/2009	PAPER PLUS OFFICE NATIONAL	STATIONARY SUPPLIES			\$ 159.10
EFT1747	10/03/2009	QUANTOCK S & L ELECTRICS	AIR CONDITIONING - MRS HOUSE			\$ 6,358.00
EFT1748	10/03/2009	RBC-RURAL	METERPLAN CHARGES - PHOTOCOPIERS			\$ 1,632.18
EFT1749	10/03/2009	RICOH FINANCE	LEASE PHOTOCOPIERS			\$ 663.49
EFT1750	10/03/2009	SNAG ISLAND ROADHOUSE	POSTAGE			\$ 57.50

List of Accounts Due and Submitted to Council 18 March 2009						
Chq/EFT	Date	Name	Description	Amount	TRUST	MUNI
EFT1751	10/03/2009	STAR TRACK EXPRESS	FREIGHT-CUTTING EDGE, WESTRAC			\$ 262.72
EFT1752	10/03/2009	RELIANCE PETROLEUM	OIL			\$ 277.37
EFT1753	10/03/2009	TRUCKLINE	LONG VEHICLE SIGNS, DEGREASER			\$ 210.87
EFT1754	10/03/2009	THE PAPER COMPANY OF AUSTRALIA	PAPER			\$ 998.80
EFT1755	10/03/2009	T-QUIP	FILTERS- TORO MOWER			\$ 243.95
EFT1756	10/03/2009	WA LOCAL GOVERNMENT ASSOCIATION	LOCAL GOVERNMENT DIRECTORIES			\$ 246.40
EFT1757	10/03/2009	WALTONS STORES	FILTERS- CW0023			\$ 65.34
EFT1758	10/03/2009	WESTRAC EQUIPMENT	SERVICE TO CW0035			\$ 6,481.96
EFT1759	10/03/2009	WAITE JAN	TRAVEL & SITTING FEES			\$ 766.78
EFT1760	10/03/2009	W A TREASURY CORPORATION	REPAYMENT LOAN 68#			\$ 8,694.00
EFT1761	10/03/2009	WALLACES NEWS & DRAPERY	STATIONARY - INVITATIONS			\$ 19.60
17958	24/02/2009	SHIRE OF COOROW - LOTTO	PAYROLL DEDUCTIONS			\$ 190.00
17975	11/02/2009	WATER CORPORATION	WATER ACC 106 LONG ST- CHARGED TO FISH' CO-OP			\$ 462.55
17976	24/02/2009	HOSTPLUS	SUPERANNUATION PAYMENT			\$ 481.76
17977	24/02/2009	PAYROLL DEDUCTION - SUPERANNUATION	PAYROLL DEDUCTIONS			\$ 69,168.56
17978	24/02/2009	PAYROLL DEDUCTION - CSA	PAYROLL DEDUCTIONS			\$ 1,661.54
17979	04/03/2009	SHIRE OF COOROW - LOTTO	PAYROLL DEDUCTIONS			\$ 190.00
17980	06/03/2009	SHIRE OF COOROW	PETTY CASH LEEMAN			\$ 164.00
17983	10/03/2009	AUSTRALIA POST-LPO	POSTAGE			\$ 291.39
17984	10/03/2009	MICHAEL BOTHE	SITTING FEES			\$ 60.00
17985	10/03/2009	BAYSIDE BUTCHER	REFRESHMENTS			\$ 103.81
17986	10/03/2009	IN MEDIA	COOLING FAN- TV TRANSMITTER			\$ 49.50
17987	10/03/2009	LANDGATE	VALUATION CHARGES			\$ 51.70
17988	10/03/2009	MADDINGTON RADIATOR SERVICE	RADIATOR REPAIRS - FORKLIFT			\$ 198.00
17989	10/03/2009	MIDWEST TIMES	ADVERTISING TOWN PLANNING			\$ 166.79
17990	10/03/2009	PROTECTOR ALSAFE	FIRE HELMETS			\$ 532.53
17991	10/03/2009	PIONEER ROAD SERVICES	BITUMEN - RUDDOCK & SPENCER ST			\$120,975.09

List of Accounts Due and Submitted to Council 18 March 2009						
Chq/EFT	Date	Name	Description	Amount	TRUST	MUNI
17992	10/03/2009	PENDERGRAST BRODIE	DONATION TO THAILAND TRIP			\$ 200.00
17993	10/03/2009	RODDA FR & CO	SURVEYING - LEEMAN TIP			\$ 1,933.80
17994	10/03/2009	ST JOHN AMBULANCE AUSTRALIA	RESTOCK- FIRST AID LEEMAN OFFICE			\$ 29.10
17995	10/03/2009	SYNERGY	STREET LIGHTING			\$ 1,822.55
17996	10/03/2009	CITY OF SUBIACO	LONG SERVICE LEAVE CLAIM-FRANK LOHF- MRS 2000			\$ 194.18
17997	10/03/2009	TELSTRA	PHONE ACCOUNT			\$ 4,641.70
17998	10/03/2009	WILLIAMS AK & P	TRAVEL- NORTHERN COUNTRY ZONE AGM			\$ 248.82
13110209	10/03/2009	BANKWEST	MASTERCARD DCEO			\$ 2,829.59
	11/03/2009	BANKWEST	MASTERCARD CEO			\$ 47.10
	12/03/2009	BANKWEST	MASTERCARD MWS			\$ 1,054.52
	13/03/2009	BANKWEST	MASTERCARD MRS			\$ 192.50
71030309	03/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 8,015.40
71040309	04/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 51.85
71050309	05/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 317.55
71060309	06/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,249.10
71090309	09/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 372.55
71100209	10/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 464.85
71110209	11/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,806.60
71120209	12/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,205.80
71130209	13/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 4,371.55
71160209	16/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 787.30
71170209	17/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 874.60
71180209	18/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 765.70
71190209	19/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 262.25
71200209	20/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,571.55
71230209	23/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 120.95
71240209	24/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 881.40
71250209	25/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 3,620.65

List of Accounts Due and Submitted to Council 18 March 2009						
Chq/EFT	Date	Name	Description	Amount	TRUST	MUNI
71260209	26/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 465.15
71270209	27/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 884.15
72030309	03/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 2,166.35
72040309	04/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 342.60
72050309	05/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 800.05
72060309	06/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 190.90
72090309	09/03/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 2,297.40
72100209	10/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 196.10
72120209	12/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 13.85
72130209	13/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,185.85
72160209	16/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 606.40
72170209	17/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 123.40
72180209	18/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 527.90
72190209	19/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 2,547.70
72200209	20/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 979.05
72230209	23/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 93.10
72240209	24/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 467.35
72250209	25/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 261.00
72260209	26/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 1,462.00
72270209	27/02/2009	TRANSPORT DEPT OF	TRANS LICENSING			\$ 382.80
DD180209	18/02/2009	PAYROLL	PAYROLL			\$ 43,212.00
DD190209	19/02/2009	PAYROLL	PAYROLL			\$ 2,805.00
DD040309	04/03/2009	PAYROLL	PAYROLL			\$ 38,763.00
DD060309	06/03/2009	PAYROLL	PAYROLL			\$ 3,067.00
TOTALS					\$2,311.42	\$431,470.82

10.4.2 MONTHLY STATEMENT OF FINANCIAL ACTIVITY – JANUARY 2009

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 March 2009
ATTACHMENT	10.4.2 Statement of Financial Activity to 31 January 2009
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 January 2009 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 January 2009.

RESOLUTION: **2009-030**

Moved: Cr George

Seconded: Cr McDonald

That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 31 January 2009.

CARRIED 8/0

10.4.3 MONTHLY STATEMENT OF FINANCIAL ACTIVITY – FEBRUARY 2009

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	9 March 2009
ATTACHMENT	10.4.3 Statement of Financial Activity to 28 February 2009
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 28 February 2009 is included at Attachment 10.4.3 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 10.4.3 for the period ended 28 February 2009.

RESOLUTION: **2009-031**

Moved: Cr Bothe

Seconded: Cr McDonald

That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.3 for the period ended 28 February 2009.

CARRIED 8/0

10.4.4 WITHDRAWAL OF AUSTRALIAN ACCOUNTING STANDARD 27

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	3 March 2009
ATTACHMENT	Nil
FILE	A1

SUMMARY:

Council are being requested to not recognise the value of land under roads as recommended by Council's Auditors UHY Haines Norton.

BACKGROUND:

The Shire of Coorow has yet to formally resolve if it wishes to continue to not recognise the value of land under roads.

The following is an extract from Guidance Note 15, from the UHY Haines Norton 'Shire of Somewhere' Manual:

AASB 1051 Land Under Roads

Land under Roads Acquired on or before 30 June 2008

AASB 1051.8

An entity may elect to:

- recognise (including continue to recognise or to recognise for the first time), subject to satisfaction of asset recognition criteria; or
- not to recognise (including continue not to recognise or to derecognise).

As an asset, land under roads acquired before the end of the first reporting period ending on or after 31 December 2007 (i.e. 30 June 2008).

In Western Australia, it means we can continue to ignore any land under roads acquired prior to 30 June 2008.

However to do so, must make an election as follows:

AASB 1051.9

An entity shall make a final election under paragraph 8 effective as at the first day of the next reporting period following the end of the first reporting period ending on or after 31 December 2007 (i.e. effective as at 1 July 2008).

Any adjustments arising from a final election made effective as at that first day shall be made against the opening balance of accumulated surplus/(deficiency) of that next reporting period."

COMMENT:

It is recommended by both Council's Deputy Chief Executive Officer and the Shire of Coorow Auditors UHY Haines Norton that the Shire of Coorow continues to not recognise the value of Land under Roads acquired before 30 June 2008.

STATUTORY ENVIRONMENT:

Local Government Act 1995.

Australian Accounting Standards Board (AASB)

Australian Equivalent International Financial Reporting Standards (AIFRS).

STRATEGIC IMPLICATIONS:

Long Term Financial and Strategic Plan

POLICY IMPLICATIONS:

Shire of Coorow - Accounting Policy

FINANCIAL IMPLICATIONS:

Nil.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATIONS:

That Council, in accordance with AASB 1051 – *Land Under Roads* elects to continue not to recognise land under roads acquired on or before 30 June 2008.

RESOLUTION: 2009-032

Moved: Cr Williams

Seconded: Cr Waite

That Council, in accordance with AASB 1051 – Land Under Roads elects to continue not to recognise land under roads acquired on or before 30 June 2008.

CARRIED 8/0

10.4.5 ROYALTIES FOR REGIONS – COUNTRY LOCAL GOVERNMENT FUND (C.L.G.F)

AUTHOR Stuart Billingham
DISCLOSURE OF INTEREST Nil
DATE OF REPORT 10 March 2009
FILE G11

SUMMARY:

Council is to set the projects and their priorities for the 2008/09 Royalties for Regions – Country Local Government Fund (C.L.G.F.) allocation of \$638,166 (GST Exc). The Shire of Coorow is required to fill out the relevant Acceptance Form by indicating what classes of asset Council intends to spend the funds on.

BACKGROUND:

This matter was previously presented to Council 18 February 2009. 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 (GST Exc).

Council met on Wednesday 4 March 2009 at the Leeman Administration Centre to workshop the projects and their priorities as set out below.

1.	Admin Centre, Coorow Roof repairs	\$20,000
2.	Maley Park Function Centre, Coorow Stabilisation	\$80,000
3.	Thomas St, Leeman Footpath	\$120,000
4.	South Bay Cliff Park, Green Head Toilets	\$80,000
5.	Rec Centre, Leeman Oval Bore	\$100,000
6.	Rec Centre, Leeman Toilets	\$40,000
7.	Sporting Club, Green Head Lights	\$50,000
8.	Entry Statements, Leeman, Coorow, Green Head	\$60,000
9.	Bonham St, Leeman Footpath	\$20,000
10.	Asphalt/Drainage Spencer St Leeman	<u>\$68,166</u>
	Total	<u>\$638,166</u>

COMMENT:

Council will need to resolve to submit the above agreed listing to send to the Royalties for Regions Country Local Government Fund Program.

STATUTORY ENVIRONMENT:

Local Government Act 1995
Shire of Coorow 2008/09 Budget

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 Council advises the Royalties for Regions Country Local Government Fund Program of the following projects and their priorities for the 2008/09 allocation:

1. Admin Centre, Coorow Roof repairs	\$20,000
2. Maley Park Function Centre, Coorow Stabilisation	\$80,000
3. Thomas St, Leeman Footpath	\$120,000
4. South Bay Cliff Park, Green Head Toilets	\$80,000
5. Rec Centre, Leeman Oval Bore	\$100,000
6. Rec Centre, Leeman Toilets	\$40,000
7. Sporting Club, Green Head Lights	\$50,000
8. Entry Statements, Leeman, Coorow, Green Head	\$60,000
9. Bonham St, Leeman Footpath	\$20,000
10. Asphalt/Drainage Spencer, St Leeman	<u>\$68,166</u>
Total	<u>\$638,166</u>

RESOLUTION: **2009-033**

Moved: Cr George

Seconded: Cr Williams

That Council advises the Royalties for Regions Country Local Government Fund Program of the following projects and their priorities for the 2008/09 allocation:

1. Admin Centre, Coorow Roof repairs	\$20,000
2. Engineer Investigation and Stabilisation Maley Park Function Centre, Coorow	\$80,000
3. Thomas St, Leeman Footpath	\$120,000
4. South Bay Cliff Park, Green Head Toilets	\$80,000
5. Rec Centre, Leeman Oval Bore	\$100,000
6. Rec Centre, Leeman Toilets	\$40,000
7. Sporting Club, Green Head Lights	\$50,000
8. Entry Statements, Leeman, Coorow, Green Head	\$60,000
9. Bonham St, Leeman Footpath	\$20,000
10. Asphalt/Drainage Spencer St, Leeman	<u>\$68,166</u>
Total	<u>\$638,166</u>

CARRIED 8/0

AMENDMENT:

Moved: Cr Waite

Seconded: Cr Bothe

That Council take out point 10 and include the following:

11. Coorow Town Park Toilet Block	\$40,000
12. Footpath and kerbing at the front of Coorow Admin	<u>\$28,166</u>
Total	<u>\$638,166</u>

LOST 2/6

The Original motion was then put and was Carried 8/0.

10.4.6 SHIRE OF COOROW - ANNUAL BUDGET REVIEW 2008/2009

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	10 March 2009
ATTACHMENT	10.4.6 Budget Review 28 February 2009
FILE	B4

SUMMARY:

Council is to adopt the Budget review as at 28 February 2009 and for Council to approve the Budget Amendments as presented.

BACKGROUND:

The Local Government (Financial Management) Regulations 1996 regulation 33A requires a Budget Review each year.

The Budget Review needs to be:

- Between 1 January and 31 March in each year
- Submitted to Council within 30 days
- Council needs to consider and adopt (or not)
- Needs to be sent to Department within 30 days of Council considering

Council's auditors UHY Haines Norton as part of the Final Audit for 2007/08 raised in the Management Letter that Council will need to address as part of the Budget Review the difference between the budgeted C/Fwd Deficit of \$6,182 and the Actual C/Fwd Deficit figure of \$100,341, a difference of \$94,159.

COMMENT:

With amendments to the Local Government (Financial Management) Regulations 1996 now making it mandatory for a local government to review its Budget at least once each year, a budget review document as at the 28 February 2009 has been prepared as included as separate Attachment 10.4.6 for Councillor's Information.

STATUTORY ENVIRONMENT:

Local Government Act 1995

Local Government (Financial Management) Regs 1996

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:

Absolute Majority

OFFICER RECOMMENDATIONS:

That Council:

1. adopt the Shire of Coorow Budget Review as at 28 February 2009 as included at Attachment 10.4.6; and
2. forward a copy of the Budget Review to the Department of Local Government and Regional Development with 30 days of Council considering it.

RESOLUTION: 2009-034

Moved: Cr Waite

Seconded: Cr McTaggart

That Council:

1. *adopt the Shire of Coorow Budget Review as at 28 February 2009 as included at Attachment 10.4.6; and*
2. *forward a copy of the Budget Review to the Department of Local Government and Regional Development with 30 days of Council considering it.*

**CARRIED 8/0
BY ABSOLUTE MAJORITY**

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:

Nil.

14. DATE OF NEXT MEETING:

14.1 PUBLIC FORUMS – AMALGAMATION DISCUSSIONS

7.30pm Tuesday 7 April 2009 at the Leeman Recreation Centre, Leeman.
Facilitated by Tony Brown, WALGA.

7.30pm Wednesday 8 April 2009 at the Coorow District Hall, Coorow.
Facilitated by Tony Brown, WALGA.

14.2 COMMUNITY FORUM

2.00pm Wednesday 15 April 2009 at the Green Head Community Centre,
Green Head.

14.3 ORDINARY MEETING OF COUNCIL

3.00pm Wednesday 15 April 2009 at the Green Head Community Centre,
Green Head.

15. CLOSURE:

There being no further business the President, Cr Girando closed the meeting at 4.15pm.