



Shire of Cunderdin

Minutes of an Ordinary Council Meeting

Dear Council Member,

An Ordinary Meeting of the Cunderdin Shire Council was held on Thursday 15th September 2011 in the Council Chambers, Lundy Avenue Cunderdin commencing at 5:15pm.

G M Tuffin
Chief Executive Officer

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MINUTES

1.0 Declaration of opening

1.1 The President declared the meeting open at 5:15pm

1.2 The Shire of Cunderdin disclaimer was read aloud.

The Local Government Act 1995 Part 5 Division 2 Section 5.25 and Local Government (Administration) Regulations 1996 Regulation 13

"No responsibility whatsoever is implied or accepted by the Shire of Cunderdin for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten working days of this meeting".

2.0 Suspension of Clause 3.2 - Standing Orders

Location:	Cunderdin
Applicant:	Not applicable
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Resolution:

Council suspends clause 3.2 – Order of Business – of the Shire of Cunderdin Standing Orders Local Law 2001

Moved: Cr Todd Harris

Seconded: Cr. Graham Cooper

Vote – Simple majority

Carried 8/0

3.0 Public Question Time

3.1 Response to previous public questions taken on notice

There were no questions from the public at the previous meeting of Council.

3.2 Declaration of public question time opened 5:15pm

3.3 Declaration of public question time closed 5:15pm

4.0 Record of Attendance, Apologies and Approved Leave of Absence

4.1 Record of attendances

Councillors

Cr RL (Rod) Carter

President

Cr RC (Clive) Gibsone

Deputy President

Cr GJ (Graham) Cooper

Cr DA (Dennis) Whisson

Cr DB (Doug) Kelly

Cr D (David) Beard

Cr DG (Dianne) Kelly

Cr TE (Todd) Harris

- | | | |
|-----|--|--|
| 4.2 | Apologies
L (Loren) Hempel | Manager of Finance & Administration |
| 4.3 | On Leave of Absence
None | |
| 4.4 | Staff
G M (Gary) Tuffin
Mark Burgess | Chief Executive Officer
Manager of Works & Services |
| 4.5 | Guests of Council
None. | |
| 4.6 | Members of the Public
None | |
| 4.7 | Applications for leave of absence
None | |

Change of Meeting Date

Council resolved to;

(a) change the date for the October Ordinary meeting of council scheduled for Thursday 20th October 2011 (5:00pm) to Tuesday 18th October 2011 (5:00pm)

(b) that the change of meeting date be advertised for public information

Moved Cr Todd Harris

Seconded Cr Clive Gibsone

Carried 8/0

- | | |
|-----|---|
| 4.8 | Declaration of Members and Officers Financial Interests
None |
|-----|---|

5.0 Petitions, Deputations, Presentations

- | | |
|-----|------------------------|
| 5.1 | Petitions
None |
| 5.2 | Deputations
None |
| 5.3 | Presentations
None. |

6.0 Council Discussion

Prior to the meeting opening council had general discussion on the following matters and requested they be recorded in council minutes;

Cr Harris

- Reported on the last DOAC meeting held in Northam 13th September 2011.
- Commented that the Lodge driveway had still not been attended to.

CEO replied he would follow the matter up with the Manager of Works.

Cr Carter

- Gary's farewell dinner is planned for the 14th October 2011 at the Ettamogah Hotel.
- Keith Byers (CEO Beverley) farewell dinner 7th October 2011 – Cr Carter not available to attend, Cr Gibsone will attend.
- Discussed the RTG and need for further work-shopping of the proposed management structure.

Cr Cooper

- Advised that he had been contacted by Mr Gary Brennan (Chief of Staff – Minister for Local Government) requesting a meeting on behalf of the Minister for Local Government, and the Director General, Mrs Jennifer Mathews to meet with RTG members for a general update on activities. The meeting request has been passed onto the Cr Darryl Richards, Chairman SEARTG.
- Reiterated Cr Carters concerns that the proposed management structure of the RTG is critical to the success of any amalgamation proposal and that there needs to be a lot more work done on this issue.

Cr Carter

- Advised that he had been in contact with Chris Syme regarding the supply of sand for the sports project, and that a meeting would be held with him & the CEO soon to further discuss the matter.
- Advised that he has had discussions with Cr Darryl Richards (Shire President, Quairading) regarding the possibility of undertaking joint roadworks on the Cunderdin/Quairading Road – waiting to hear back from Quairading.

Cr Copper

- Stated that he thought a policy is needed on the types of fertilizer used on Main Street, and other public places.
- Raised concern about the lack of mosquito fogging and the need for a program to be developed.
- Enquired as to how the Cunderdin BFB Shed was progressing in regards to moving the fence

CEO advised that a number of local clubs had been approached to undertake the work as a fundraiser – now in the process of obtaining quotes from fencing contractors

- Suggested invites be sent to the following people to attend the next council meeting;
John Snooke (GM Crops)
Norm Jenson (Director CBH)
Mark Sullivan (Australian Trucking Association)
- RDA Youth Summit will be held on the 23rd September 2011 at Cunderdin Ag College

7.0 Confirmation of the Minutes of Previous Meetings

7.1 Confirmation of Minutes of Previous Meetings

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Proposal

Council to confirm the minutes of the

- Ordinary Council meeting held on 11th August 2011.

Background

The minutes have been circulated to all Councillors and they have been made available to the public.

Comment

No business arising.

Statutory Environment

Local Government Act 1995 Part 5 Division 2 Subdivision 3 - Section 5.22 (2) Regulations requires minutes of all meetings to be kept and submitted to the next full council meeting for confirmation.

Financial Implications

There are no financial implications in considering this item.

Resolution 7.1

That the minutes of the;

Ordinary Council meeting held on 11th August 2011

be confirmed as a true and correct record.

Moved: Cr. Clive Gibsone

Seconded: Cr. David Beard

Vote – Simple majority

Carried 8/0

Note to this item:

The President will sign the minute declaration.

7.2 Receiving Minutes of Meetings of Committees of Council and other Committees and Organisations

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Proposal

Council receive the minutes of the following meetings;

- Minutes of the Cunderdin Museum Committee AGM 18th August 2011
- Minutes of the Cunderdin Museum Committee meeting 18th August 2011

Attachment

The minutes listed above are attached as an appendix to this item.

Background

The minutes have been circulated to all Councillors and they have been made available to the public.

Statutory Environment

There is no statutory requirement for council to receive or confirm the minutes for the SEAVROC meeting.

Local Government Act 1995 Part 5 Division 2 Subdivision 3 - Section 5.22 (2) Regulations requires minutes of all meetings to be kept and submitted to the next full council meeting for confirmation.

Financial Implications

Nil

Resolution 7.2

- (1) That council receive the minutes of the Cunderdin Museum Committee AGM held on 18th August 2011 to be true and correct
- (2) That council endorses the following Cunderdin Museum committee members as recommended by the committee;

Cr Clive Gibsone (Chairman)
Wendy Davey – Staff member
Debra Farmer
Marguerita O'Hare
Holly Lane

Anne Brake (National Trust)
Peter Godfrey
Trevor Canning

- (3) That council receive the minutes of the Cunderdin Museum Committee meeting held on 18th August 2011 to be true and correct.

Moved: Cr. Graham Cooper

Seconded: Cr. Clive Gibsone

Vote – Simple majority

Carried 8/0

**Minutes of the Annual General Meeting of the Cunderdin Museum
Committee – 18 August 2011**

Present: Clive Gibsone (Chairman), Wendy Davey (Museum Administrator), Peter Godfrey, Trevor Canning, Floss Gibsone, Marguerita O'Hare, Brian Reading & Judy Brew.

Apologies: Beth Beckett, Anne Brake (National Trust), Debra Farmer, Jill Bonser, Rod & Wendy Carter & Gary Tuffin.

Confirmation of Minutes for AGM held 10 September 2009:

Trevor moved, seconded Floss that the minutes from the Annual General Meeting held 10 September 2009 as circulated be accepted as a true & correct record.

Carried

Business Arising from the Minutes

Comments were made that the asphaltting out the front of the museum has been a great addition. Thanks to the Shire of Cunderdin for their efforts.

Clive Gibsone - Chairman's Report:

**CUNDERDIN MUSEUM
Chairman's Report 2011**

The past two years have been fairly quiet by Museum standards, with few major projects being undertaken. Rupert Weller (with Peter Brown) spent about a week tinkering with some of the tractors and other motors which he originally was involved with having them placed at the museum. He managed to amazingly get a couple of tractors started and a couple of stationary motors.

The second stage of the chimney restoration has been completed and earthquakes aside should last another 100 years.

In April we had the assistance of prisoners from the Kellerberrin Minimum Security Prison who spent two days cleaning and tidying the surrounds and the displays. They did an excellent job and were well supervised by Trevor Canning who seemed to be well suited to the job.

After a lot of hard work and organisation we have finally taken delivery of a former CBH elevator kindly donated by the Rod Carter family of Meckering. Thanks to Tom Fullerton for providing his time and truck for the occasion, even though we paid for it, it was a great effort by Tom, Peter Godfrey and Trevor to achieve and complete the operation without loss of life or limb. Peter is

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determined to paint the elevator and Wendy is just as determined not to have it painted. I sit on the fence.

The Men's Shed is up and operating from the workshop at the rear of the Lifestyle building. They hope to do some extensions out the back to give themselves more room and to alleviate any dust problems which may occur in the Lifestyle building as a result of their activities. We wish them every success in their activities.

Channel 10 visited in July to film as part of a documentary on the pipeline. Haven't heard any feedback as to when or where it may be shown but look forward to seeing something.

Our future plans include continuing work on the Lifestyle Building and theming in line with our Master Plan. Anne Brake has been assisting with advice in this matter and hopefully with a bit of outside funding we can make some progress with this project.

Storage of artefacts is a problem – one which is probably not unique to our museum. We have in the long term Shire Budget, plans to build a decent, lined and suitable shed within the museum precinct to help with this problem. I guess in the meantime we need to continue to be strict with acceptance of items to be kept and within the guidelines of our collection policy which is basically to tell the story of Cunderdin.

We have money in this year's budget to purchase and erect signage along the highway to promote the museum to tourists and travellers and tempt them to call. Anne Brake has been of assistance in this regard and we need to move this project as soon as we can. Word of mouth is still the best form of advertising and is working as we have had over 1000 visitors since April this year. We really need to attract the locals also and get them interest in their heritage.

Thanks to the ladies at the Mission Shop for their donations over the years. Their contributions are greatly appreciated and we recognise the amount of work that they put into their little second hand shop and we are privileged to be on their beneficiary list.

Volunteers are a major part of our museum, without them we would be unable to provide the services that we do. Our problem is that we do not have enough of them which means a bigger workload on those that we do have. Suggestions to encourage more volunteers would be greatly appreciated.

Finally Thanks to the Museum Committee:

Wendy Davey – Museum Manager who is the engine room and driver of the establishment.

Peter Godfrey – Maintenance Manager who spends more than his fair share of time here fixing, repairing and generally keeping the museum and surrounds in tip top condition.

Beth Beckett – Treasurer and has been for the last 99 years. Handles all the monetary side of the business and keeps the girls at the Shire on their toes.

Trevor Canning – When he is in the country is always willing to assist with Peter's projects and other chores when required.

Margarita O'Hare
Holly Lamey
Deb Farmer

My thanks to you all.

I hope that the Museum continues to enjoy its great reputation into the future and continues to develop into one of the best museums in the country.

Clive Gibsone
Chairman.

No Annual Financial Report:

Correspondence: Inwards:

Beth Beckett - Apology for non attendance and resignation from the committee.

Business Arising from Correspondence:

Write a thankyou letter to Beth for all her efforts in helping at the museum over many years.

Election of Committee:

The following people were all elected as Committee Members:

Wendy Davey Debra Farmer, Marguerita O'Hare, Peter Godfrey, Holly Lamey, Trevor Canning.
Clive Gibsone (Chairperson) is the Shire's representative and Anne Brake the National Trust representative.

Office bearers will be elected at the meeting to be held 8 September 2011.

General Business:

Brian Reading reported on the progress of the Men's Club:

At present they are doing the paperwork necessary to become an incorporated group belonging to the Men's Shed network. This will enable them to obtain funding. They are in the process of having plans drawn up and costed for an extension at the end of the workshop area at the back of the Lifestyle Pavilion. All plans and or alterations will have to be approved by the Shire of Cunderdin through the Museum Committee and the National Trust.

Volunteers have requested a combined volunteers & committee meeting twice a year.

The Chairperson, Clive Gibsone thanked all for their attendance and support to the museum and commented that even though we are only a small group we have been able to keep the museum operating and opened almost everyday. Clive invited everyone to stay and share supper.

Next Meeting – Following AGM

Minutes of the Cunderdin Museum Committee – 18 August 2011 following on from the AGM

1.0 Declaration of Opening

- 1.1 The President, Clive Gibsone declared the meeting opened.

2.0 Record of Attendance, Apologies

- 2.1 Record of Attendances: Clive Gibsone (Chairman), Wendy Davey (Museum Administrator), Peter Godfrey, Marguerita O'Hare, Trevor Canning, Floss Gibsone, Brian Reading & Judy Brew.
- 2.2 Apologies: Debra Farmer, Anne Brake NT

3.0 Confirmation of Minutes for meeting held 12 July 2011

- 3.1 Business Arising from the Minutes:
- 3.2 Ask the Shire to write the letter to the Water Corp re clarification of any land becoming available to the Museum for future use – Clive has spoken to Gary Tuffin but hasn't heard of the outcome.
- 3.3 The security system has been installed but needs to be changed and the lighting fixture damaged during installation repaired. Clive to follow up.
- 3.4 Flag Pole has been repaired.
- 3.5 Native Flora Garden signage has been redesigned etc – Trevor to submit new quote.
- 3.6 NHMA National Rally – offered free tea & coffee to travellers.

4.0 Correspondence

- 4.1 Inward:
- | | |
|-----------------------------|---|
| Museum Australia WA | Assistance all facets of museum environments |
| Museum Australia WA | Wandering the Wheat belt Tour 14/11 |
| State Library | National Family History Week |
| 10 Documentaries | Filming at Cunderdin 22 July |
| Police Licensing Services | Certified Copy Collector Licence |
| Collins Distributors | Iron Ore / Hematite Magnetic Souvenirs |
| Journey Jottings | Australian Maps - Souvenirs |
| Cherry Burton | Information – Methodist Hymn Book |
| Cherry Burton | Deed of Gift – Methodist Hymn Book |
| Rodney Carter | Deed of Gift – Elevator |
| Shire of York | Thankyou – Donation of Bonnet |
| Debra Farmer | Support Letter – Town Hall Workshops |
| Visitor Centre Assoc WA | Membership request 2011-12 - Urgent |
| Ben Tanner | Donation Park Bench – memory Pump Station workers |
| Phillip Stanley | Pump Station Drawing – will send proposal. |
| Quelagetting School Reunion | Permission to use the Museum 15/10 for a reunion. |

Outward:

5.0 Business Arising from Correspondence:

- 5.1 Filming took place by Channel 10 Documentaries as planned 22 July.
- 5.2 Committee decided not to accept the souvenir packages by Collins Distributors & Maps Australia.
- 5.3 Post card No 3 Pump – Phillip Stanley has approached a printing company to produce a range of postcards from his works. He will keep us informed but has said he has taken this approach so he can retain the copyright.
- 5.4 MAWA "Wandering the Wheat belt" tour has been organised 14/11. Arrive Cunderdin 3.00pm – Depart 4.00pm.
- 5.5 Committee decided not to pay a subscription to the Visitors' Centre Association.

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- 5.6 Write a letter to the Quelagetting School Reunion Committee granting permission to use the museum 15/10.

6.0 Financial Report				
6.1	CFWD Balance as at 1 st July 2011			\$13,848.17
	Plus Revenue			
	Donations	\$ 30.15		
	Souvenirs	\$ 250.50		
	Takings	754.00		
		<u>\$1034.65</u>	Sub Total	\$14,882.82
	Less Expenditure			
	Printing & Scanning	\$ 23.09		
	Materials (Tissues Paper Towel etc)	\$ 18.67		
	Utilities (phone & Internet)	\$ 67.00		
	Refreshments	\$ 29.45		
	Glass Repair	<u>\$ 21.00</u>		
		<u>\$ 159.21</u>	31/7//2011	
			Closing Balance	\$14,723.61

7.0 Business Arising from the Financial Report	
7.1	A total of 371 visitors for July 2011 – 244 Adults 63 Children & 56 Locals & 8 others.
7.2	Advised by Stacey to purchase two external hard Drives to back up computer and store backups in the Shire's safe.
8.0 Cunderdin Museum Collection:	
8.1	Wendy has contacted The York Residency Museum re – donating cape and dress. Same provenance as the bonnet previously de-accessioned from our collection and donated to the York Residency Museum.
8.2	Wendy has contacted the Anglican Archives re the donation of Hat, Hat Pin, Boa and muslin ensemble. The original paperwork states that these articles once belonged to Mrs Riley, the wife of the first archdeacon of Perth.
8.3	Peter has tied down the elevator.
9.0 Training:	
9.1	National Conference "At the Frontier" 14-18 November to be held in Perth. Registration opens on Monday 22 August.

10 Maintenance Report	
10.1	Gantry area, slabs, defined footpath to toilets etc all needs major attention. Peter and Clive to liaise with the Shire.
10.2	Electricians have been contacted to fix the outside lighting.
10.3	White board for the reception area has been ordered and will be installed shortly.
10.4	Peter will contact Vic Beard re the weeds – if Vic unable Clive will get the Shire to do this task.
10.5	Peter has refitted the lock on the outside door.

11 General Business:	
11.1	At present the men's Club are doing the paperwork necessary to become an incorporated group belonging to the Men's Shed network. This will enable to them to obtain funding. They are in the process of having plans drawn up and costed for an extension at the end of the workshop area at the back of the Lifestyle Pavilion. All plans and or alterations will have to be approved by the Shire of Cunderdin through the Museum Committee and the National Trust.

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- 11.2 The 2 step (Little Jumbo Stepladder) as per WA Library Supplies catalogue at \$290.00 proved to be too expensive because with the safety rail the cost went up to \$470.00. Wendy to check with the co-op etc if they have something suitable.

12	Close Meeting
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Next Meeting – Thursday 8 September 2011

8.0 Finance Report

8.1 Financial Report for July 2011

Location:	Cunderdin
Applicant:	Manager of Finance & Administration
Date:	15 th September 2011
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Proposal

The financial position as at 31st July 2011 is presented for consideration.

Appendices – July 2011 - Financial Statements

- Statement of Financial Activity
- Councillor EOY Estimate
- Operating Statement
- Statement of Surplus or Deficit
- Statement of Financial Position
- Statement of Cash Flows
- Details by Function & Activity
- Reserves Account Summary
- Loan Repayment Schedule
- Financial Activity Statement projected to 30 June 2012
- Municipal Bank Account Statement & Reconciliation (036-102 000030)
- Restricted Cash Account Statement & Reconciliation (036102 123263)
- Licensing Trust, Working Trust and REBA Trust Account Statements & Reconciliations

Statutory Environment

The Local Government Act 1995 Part 6 Division 3 requires that a monthly financial report be presented to Council.

Commentary

Nil

Policy Implications

Nil

Financial Implications

All financial implications are contained within the reports

Strategic Implications

Nil

Resolution8.1

That council receive the financial report for July 2011.

Moved: Cr Graham Cooper

Seconded: Cr Dianne Kelly

Vote – Simple majority

Carried 8/0

8.2 Accounts Paid and Payable – July 2011

Location:	Cunderdin
Applicant:	Manager of Finance & Administration
Date:	15 th September 2011
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled

Proposal

Council is requested to confirm and authorise the payment of Accounts listed in the Warrant of Payments for July 2011.

Appendix

Warrant of Payments for July 2011.

Statutory Environment

Financial Management Regulations 12 & 13

Commentary on Statutory Environment

In accordance with Financial Management Regulations 12 & 13, a List of all accounts paid or payable shall be presented to Council (Refer Warrant of Payments attached).

Policy Implications

Nil

Financial Implications

All financial implications are contained within the reports

Strategic Implications

Nil

The accounts paid and payable are summarised as follows for July 2011.

1.0 Accounts Already Paid

1.1 Municipal Fund –

CHEQUE NUMBERS	AMOUNT
009199-009217	\$ 45,001.76
Electronic Payments - Various	\$ 493,011.84

1.2 Other Funds – Recoup of Municipal Fund Expenditure and Term Investment	
Nil.	

CHEQUE NUMBERS	AMOUNT \$
2.0 Accounts to be passed for payment	
2.1 Municipal Fund -	
Nil	
TOTAL MUNICIPAL FUNDS	\$ 538,013.60

3. Trust Fund – Accounts Already Paid

DATE	CHEQUE NUMBER	DETAILS	AMOUNT \$
Nil			0.00

Resolution 8.2

(a) That Council's payment of accounts amounting to \$ 538,013.60 for the Municipal Fund be received and noted.

(b) The Warrant of Payments as presented be incorporated in the Minutes of the Meeting.

Moved Cr. David Beard

Seconded Cr. Dennis Whisson

Vote – simple majority

Carried 8/0

Payments List - July 2011			
Date	Reference	Creditor	Amount
1/07/2011	Funds Tfr	Transfers to reserves	\$ 74,000.00
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 92.95
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 70.06
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 35.00
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 32.60
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 22.00
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 22.00
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 15.68
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 13.00
1/07/2011	Bank Fee	Westpac Banking Corporation	\$ 13.00
4/07/2011	Bank Fee	Westpac Banking Corporation	\$ 21.50
5/07/2011	Audit Certificate Fee	Westpac Banking Corporation	\$ 50.00
6/07/2011	PE 6/07/11 -1	Staff Salaries & Wages	\$ 29,377.17
13/07/2011	Credit Card	Westpac Banking Corporation	\$ 4,296.17
14/07/2011	9199	Joy Stanton	\$ 500.00
14/07/2011	91200	Phillip Johnston	\$ 500.00
15/07/2011	Loan 66	West Australian Treasury Corporation	\$ 19,628.91
15/07/2011	Bank Fee	Commonwealth Bank Australia	\$ 29.22
20/07/2011	PE 20/07/11	Staff Salaries & Wages	\$ 28,916.14
21/07/2011	9201	ALGA Conference Account	\$ 195.00
21/07/2011	9202	Australian Communication & Media Authority	\$ 38.00
21/07/2011	9203	Country Ford	\$ 257.40
21/07/2011	9204	Cunderdin Co-op	\$ 5,892.64
21/07/2011	9205	Cunderdin Newsagency	\$ 312.40
21/07/2011	9206	Cunderdin Co-op Museum	\$ 51.53
21/07/2011	9207	Goodfields Quality Meats	\$ 33.00
21/07/2011	9208	Dr Ken Gray	\$ 110.00
21/07/2011	9209	Shire of Quairading	\$ 12,000.00
21/07/2011	9210	Shire of Kellerberrin	\$ 825.00
21/07/2011	9211	Synergy	\$ 1,989.90
21/07/2011	9212	Telstra Corporation Limited	\$ 1,263.68
21/07/2011	9213	Telstra (Bigpond)	\$ 29.95
21/07/2011	9214	TW & M BW Jasper	\$ 5,500.00
21/07/2011	9215	Water Corporation	\$ 15,192.40
21/07/2011	9216	Westnet Pty Ltd	\$ 44.95
21/07/2011	9217	Westscheme Superannuation	\$ 265.91
21/07/2011	EFT-10	Combined Tyrepower	\$ 190.00
21/07/2011	EFT-11	Contract Aquatic Services	\$ 3,102.00
21/07/2011	EFT-12	The Wheeler Superannuation Fund	\$ 36.50
21/07/2011	EFT-14	Courier Australia	\$ 36.79
21/07/2011	EFT-15	Cunderdin Community Resource Centre	\$ 25.40
21/07/2011	EFT-16	Cunderdin Plant Hire	\$ 660.00

Payments List -July 2011			
Date	Reference	Creditor	Amount
21/07/2011	EFT-17	Freelance Handyman	\$ 80.00
21/07/2011	EFT-18	G & J Plumbing	\$ 819.50
21/07/2011	EFT-19	Gary Tuffin	\$ 75.00
21/07/2011	EFT-20	Hutton & Northey Sales	\$ 742.00
21/07/2011	EFT-21	Landgate	\$ 136.00
21/07/2011	EFT-22	LGIS Insurance Broking	\$ 40,120.18
21/07/2011	EFT-23	Lupton's Liquid Waste	\$ 650.00
21/07/2011	EFT-24	McLeod's Barristers & Solicitors	\$ 316.80
21/07/2011	EFT-25	Northam & Districts Glass Service	\$ 23.10
21/07/2011	EFT-26	Onsite Rental Group Operations Pty Ltd	\$ 9,197.76
21/07/2011	EFT-27	RBE Internet Services	\$ 40.00
21/07/2011	EFT-28	Roads 2000	\$ 22,738.10
21/07/2011	EFT-29	Rural Traffic Services	\$ 3,998.20
21/07/2011	EFT-30	Sandco Hire & Contracting	\$ 3,564.00
21/07/2011	EFT-31	Shire of Tammin	\$ 9,655.00
21/07/2011	EFT-32	Shire of York	\$ 5,973.96
21/07/2011	EFT-33	Sunny Sign Company Pty Ltd	\$ 316.80
21/07/2011	EFT-34	Tru-Blu Group Pty Ltd	\$ 1,626.24
21/07/2011	EFT-35	WA Local Government Association	\$ 24,010.08
21/07/2011	EFT-36	Wattleup Tractors	\$ 161.15
21/07/2011	EFT-37	Yakka Pty Ltd	\$ 618.12
21/07/2011	EFT-38	Mick Walker Transport	\$ 7,650.00
21/07/2011	EFT-39	Brickmart Northam	\$ 5,354.75
21/07/2011	EFT-40	Bushy Tanks	\$ 15,000.00
21/07/2011	EFT-41	Passells, Clare	\$ 233.84
21/07/2011	EFT-42	HI Constructions	\$ 21,667.31
21/07/2011	EFT-43	Regional Concrete & Plumbing	\$ 3,317.37
21/07/2011	EFT-44	SAI Global	\$ 336.30
21/07/2011	EFT-45	WA Local Government Superannuation Plan	\$ 4,082.46
21/07/2011	EFT-46	Air Liquid Pty Ltd	\$ 119.02
21/07/2011	EFT-5	Australia Post	\$ 153.64
21/07/2011	EFT-6	Avdata Australia	\$ 870.77
21/07/2011	EFT-7	Avon Waste	\$ 4,811.82
21/07/2011	EFT-8	Baxters Rural Centre	\$ 395.06
21/07/2011	EFT-9	BT Super for Life	\$ 40.50
22/07/2011	EFT-2	Evergreen Synthetic Grass	\$ 139,271.10
22/07/2011	EFT-53	Brickmart Northam	\$ 4,159.82
		TOTAL	\$ 538,013.60

8.2.1 Accounts Paid and Payable – August 2011

Location:	Cunderdin
Applicant:	Manager of Finance & Administration
Date:	15 th September 2011
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled

Proposal

Council is requested to confirm and authorise the payment of Accounts listed in the Warrant of Payments for August 2011.

Appendix

Warrant of Payments for August 2011.

Statutory Environment

Financial Management Regulations 12 & 13

Commentary on Statutory Environment

In accordance with Financial Management Regulations 12 & 13, a List of all accounts paid or payable shall be presented to Council (Refer Warrant of Payments attached).

Policy Implications

Nil

Financial Implications

All financial implications are contained within the reports

Strategic Implications

Nil

The accounts paid and payable are summarised as follows for August 2011.

1.0 Accounts Already Paid

1.1 Municipal Fund –

CHEQUE NUMBERS	AMOUNT
009218-009222	\$ 24,605.71
Electronic Payments - Various	\$ 632,876.43

1.2 Other Funds – Recoup of Municipal Fund Expenditure and Term Investment	
Nil.	

CHEQUE NUMBERS	AMOUNT \$
2.0 Accounts to be passed for payment	
2.1 Municipal Fund -	
Nil	
TOTAL MUNICIPAL FUNDS	\$ 657,482.14

3. Trust Fund – Accounts Already Paid

DATE	CHEQUE NUMBER	DETAILS	AMOUNT \$
Nil			0.00

Resolution 8.2.1

(a) That Council's payment of accounts amounting to \$ 657,482.14 for the Municipal Fund be received and noted.

(b) The Warrant of Payments as presented be incorporated in the Minutes of the Meeting.

Moved Cr. Todd Harris

Seconded Cr. David Beard

Vote – simple majority

Carried 8/0

Payments List -August 2011			
Date	Reference	Creditor	Amount
1/08/2011	9218	Westnet	-\$ 44.95
1/08/2011	9219	Westscheme Superannuation	-\$ 265.91
1/08/2011	9220	Cunderdin Co-Op Fuel	-\$ 12,800.00
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 22.00
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 20.20
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 13.00
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 13.00
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 11.50
1/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 77.76
2/08/2011	9221	Westnet	-\$ 134.85
2/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 36.62
2/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 22.00
2/08/2011	Bank Fees	Westpac Banking Corporation	-\$ 13.50
3/08/2011	PE 3/08/11	Staff Salaries & Wages	-\$ 32,200.97
9/08/2011	EFT-47	Aerodrome Design Pty Ltd	-\$ 1,496.00
10/08/2011	Funds Tfr	Transfer to Term Deposit 21-7618	-\$ 500,000.00
15/08/2011	Loan 73	West Australian Treasury Corporation	-\$ 11,061.72
15/08/2011	Loan 74	West Australian Treasury Corporation	-\$ 7,706.13
15/08/2011	Bank Fees	Commonwealth Bank Australia	-\$ 29.00
15/08/2011	EFT-48	DA Computers	-\$ 11,377.04
15/08/2011	Credit Card	Westpac Banking Corporation	-\$ 1,021.74
17/08/2011	PE 17/08/11	Staff Salaries & Wages	-\$ 34,452.62
24/08/2011	9222	Cunderdin Co-Op Fuel	-\$ 11,360.00
31/08/2011	Funds Tfr	Gym Bonds Transferred to Working Trust Account	-\$ 300.00
31/08/2011	PE 31/08/11	Staff Salaries & Wages	-\$ 33,001.63
		TOTAL	-\$ 657,482.14

8.3 Council Investments – July 2011

Location:	Westpac Banking Corporation
Applicant:	Manager of Finance & Administration
Date:	15 th September 2011
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled

Proposal

To inform Council of its investments as at 31st July 2011.

Background

The authority to invest money held in any Council Fund is delegated to the Chief Executive Officer. Council Funds may be invested in one or more of the following:

- Fixed Deposits
- Commercial Bills
- Government bonds
- Other Short-term Authorised Investments

Council funds are to be invested with the following financial institutions.

- Major banks
- Bonds Issued by Government and/ or Government Authorities.

Commentary

COUNCIL INVESTMENTS AS AT 31st JULY 2011				
Institution	Amount Invested	Investment type	Municipal Funds	Reserve Funds
Westpac Banking Corporation	\$794,609.12	Business Cash Reserve 13-7729 1.95%	\$0.00	\$794,609.12
Westpac Banking Corporation	\$357,054.79	Business Cash Reserve 13-8262 1.95%	\$357,054.79	\$0.00
TOTAL INVESTMENTS	\$1,151,663.91		\$357,054.79	\$794,609.12

Statutory Implications

Financial Management Regulation 19.

Policy Implications

Delegation #18 – Investments.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Location:	Westpac Banking Corporation
Applicant:	Manager of Finance & Administration
Date:	1 st September 2011
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled

Proposal

To inform Council of its investments as at 31st August 2011.

Background

The authority to invest money held in any Council Fund is delegated to the Chief Executive Officer. Council Funds may be invested in one or more of the following:

- Fixed Deposits
- Commercial Bills
- Government bonds
- Other Short-term Authorised Investments

Council funds are to be invested with the following financial institutions.

- Major banks
- Bonds Issued by Government and/ or Government Authorities.

Commentary

COUNCIL INVESTMENTS AS AT 31st AUGUST 2011				
Institution	Amount Invested	Investment type	Municipal Funds	Reserve Funds
Westpac Banking Corporation	\$1,118.54	Business Cash Reserve 13-7729 1.95%	\$0.00	\$1,118.54
Westpac Banking Corporation	\$283.69	Business Cash Reserve 13-8262 1.95%	\$283.69	\$0.00
Westpac Banking Corporation	\$500,000.00	Term Deposit 21-7618 6.1%	\$500,000.00	\$0.00
Westpac Banking Corporation	\$544,000.00	Term Deposit 21-7597 6.1%	\$0.00	\$544,000.00
Westpac Banking Corporation	\$250,000.00	Term Deposit 21-7589 5.93%	\$0.00	\$250,000.00
Westpac Banking Corporation	\$357,000.00	Term Deposit 21-7626 5.93%	\$357,000.00	\$0.00
TOTAL INVESTMENTS	\$1,652,402.23		\$857,283.69	\$795,118.54

Statutory Implications

Financial Management Regulation 19.

Policy Implications

Delegation #18 – Investments.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 8.3

That the report on Council investments as at 31st July 2011 & 31st August 2011 be received and noted.

Moved Cr. Dennis Whisson

Seconded Cr. Clive Gibsone

Vote – Simple Majority

Carried 8/0

9.0 Chief Executive Officer's Reports Outstanding items

ITEM	RESOLUTION/PARTICULARS	STAFF ACTION	COMPLETED
Resolution 9.5 Ordinary Council meeting 20th May 2010	<p>Proposed Agricultural Spraying Business and Workers Accommodation (Dongas) at Cunderdin Airfield, Cunderdin</p> <p>(a) That the CEO be authorised to prepare a commercial lease detailing the terms and conditions for the use of the Bellman Hangar and other associated areas (accommodation & fuel facility) at an annual rental of \$10,000 pa, adjusted in line with CPI movements for a term of 5 years, with an option for a further 5 years.</p> <p>(b) That President & CEO be authorised to sign and affix the Common Seal to the lease agreement</p> <p>(c) That Council approve the application for a commercial agricultural spraying business and associated workers accommodation (dongas) at Cunderdin Airport, subject to the following conditions:</p> <p>Due to the poor season, Taurus Aviation have requested the lease agreement not be entered into at this time – It is understood that they are currently also in discussions with Quairading – possible relocation.</p>	<p>CEO</p> <p>Liaise with McLeods Solicitors to prepare a commercial lease for Taurus Aviation</p> <p>To issue DA Approval outlining conditions as per Council's resolution</p>	<p>Council's solicitors have drafted a lease document (90% complete) - to be checked</p> <p>Development Approval issued (100% complete)</p>
General Items Ordinary Council Meeting 15th April 2010	<p>SOARability</p> <p>Proposal to establish a Gliding Centre for the Physically Challenged at the Cunderdin Airfield.</p> <p>Project progressing Hangar design complete</p> <p>Met with Damien 29/06/10 to further discuss project - development application to be lodged. – request a 25 year lease</p> <p>Modified Glider has been delivered to Cunderdin Airfield, & commissioned for flight.</p> <p>Project has been held back due to FESA building fire requirements – project owner is in discussions with FESA to relax conditions</p>	<p>GARY TUFFIN</p>	<p>Met with Damien O'Reilly on site to select hangar site. 45% complete</p> <p>DA Approved 16/09/10 (Report 9.6)</p> <p>A number of funding applications have been made to address water issue</p>

Outstanding matters

Council Resolution Action List – 18 August 2010

Resolution 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.8	<p>Proposed New Cemeteries Local Law Proposed Dogs Local Law 2010 Proposed Health Amendment Local Law 2010 Proposed Pest Plants Local Law 2010 Proposed Activities on Thoroughfares and Trading in Thoroughfares and Public Places Amendment Local Law 2010 Proposed Parking Local Law 2010 Proposed Local Government Property Amendment Local Law 2010</p> <p>That Council:</p> <p>(1) adopt the proposed Shire of Cunderdin _____ Local Law 2010, as contained in the Attachment;</p> <p>(2) pursuant to section 3.12 of the Local Government Act 1995, give Statewide public notice that it</p>	<p>CEO/DARREN LONG</p> <p>Darren Long to prepare joint SEAVROC advertisement</p>	<p>65%</p> <p>The proposed local laws were advertised in the West Aust on 24/11/10</p> <p>6 week public submission period from date of notice concludes</p>
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	<p>intends to make the Shire of Cunderdin Local Government Property Amendment Local Law 2010, as contained in the Attachment:</p> <p>(a) the purpose of which is to restrict and prohibit certain activities on reserves and review the modified penalties; and</p> <p>(b) the effect is to control the use of local government property and create offences for inappropriate behaviour in or on local government property.</p>		19/01/11
Resolution 9.7	<p>Sale of proposed lot 23 Centenary Place, Cunderdin</p> <p>That Council resolve:</p> <p>(a) to offer to sell the proposed Lot 23, Centenary Place, Cunderdin subject to Mr Troy Donovan agreeing to the following terms and conditions;</p> <ul style="list-style-type: none"> - Selling price be set at \$30,000.00 - That the CEO be authorised to negotiate finance terms, if required. - That the buyer be responsible for all costs associated with the boundary adjustment to create lot 23, which is to be amalgamated with the existing lot 22. - That the proposed lot 23 be no greater in size than 2,244m² as drawn in the proposed subdivision drawing prepared by D Considine & G Foster <p>(b) That if Mr. Troy Donovan agrees to the terms above in (a) that public notice of these terms be published for public information & submission in accordance with section 3.58 of the Act prior to entering into a contract for sale.</p> <p>(c) That subject to not receiving any adverse submissions the Chief Executive Officer be granted delegated authority to finalise the matter.</p>	CEO	<p>Letter sent 24/08/10 advising council's decision - no response received from Mr T Donovan to date</p> <p>Extension of sale period (10-12 months) requested Report 9.5 18/11/10</p> <p>Mr Donovan has agreed to the terms subject to obtaining a reasonable survey quote.</p>

Council Resolution Action List 18th November 2010

	<p>Meckering Ag Society Organise an meeting to discuss future use of the old Ag Society Show grounds asap</p>	CDO/EM	On-going
	<p>Sports Club Meeting To discuss management of new club</p>	CDO/EM	To be actioned

Council Resolution Action List 17th February 2011

Resolution 9.3	<p>Proposal to Make Extractive Industries Local Law 2011 Council resolved to:</p> <ol style="list-style-type: none"> Note the submission from the Department of Local Government in relation to the proposed Shire of Cunderdin Extractive Industries Local Law 2010. Adopt and make the Shire of Cunderdin Extractive Industries Local Law 2011, as per Attachment 1 incorporating all amendments, in accordance with section 3.12 of the Local Government Act 1995- <ol style="list-style-type: none"> the purpose of which is to establish the requirements and conditions with which extractive industries, within the district, must comply with; and the effect is to provide for the regulation, control and management of extractive industry proposals. Publish the adopted Shire of Cunderdin Extractive Industries Local Law 2011, as per (2) above, in the Government Gazette and provide copies of the local law to the Minister for Local Government. Submit a copy of the gazetted local law, explanatory memoranda and associated documentation to the Joint Standing Committee on Delegated Legislation for review. Authorise the affixing of the Common Seal of the Shire to the Shire of Cunderdin Extractive Industries Local Law 2011. 	CEO	<p>70%</p> <p>Copy has been sent to the Department of Local Government 28/03/11</p> <p>Text has been sent to the State Law publisher for Gazetting</p>
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Council Resolution Action List 20th April 2011

Resolution 9.5	<p>Tender #4 – Gliding Hut Refurbishments Resolved; That Council engage the services of Hi Construction for the restoration works to Gliding Club House Hut (101) and Workshop Hut (104) for the sum of \$130,972.55 in accordance with the schedule of works/specifications as detailed in the Tender #4 – 2010/11.</p>	CEO	<p>20%</p> <p>Tender Awarded</p>
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Council Resolution List 19th May 2011

Resolution 10.1	<p>Section 135 Health Notice – Cunderdin Airfield Resolved that;</p> <ol style="list-style-type: none"> Council serves a Section 135 Health Act Notice declaring that the airfield buildings unfit for human habitation and requiring that no persons occupy the building and for the occupants to vacate the building within 14 days of the notice being served. Council authorise the Chief Executive Officer & Deputy President to negotiate satisfactory terms and conditions with Bob Milligan. Council authorise the Chief Executive Officer & Deputy President to negotiate ownership of the huts that are allegedly privately owned. 	CEO/EHO/Deputy President	<p>The Transfer of ownership of all huts has been achieved.</p> <p>Currently negotiating with owner on cottage home.</p>
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	<p>d) Council request the Chief Executive Officer to negotiate with the Asbestos Specialist to get prices to carry out necessary works at the airfield.</p> <p>e) Council request the Chief Executive Officer to investigate funding options to pay for necessary works to be carried out.</p>		
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Council Resolution List 16th June 2011

Resolution 9.1	<p>Regional Price Preference Policy Resolved;</p> <p>(a) That Council adopt the amended Regional Price Preference Policy (Finance Policy # 26) in its draft form, pending consideration of any public submissions received.</p> <p>(b) That Council give authority to advertise the amended policy in accordance with section Regulation 24F of the Local Government (Functions & General) Amendment Regulations 2000.</p>	CEO	80%
Resolution 9.2	<p>Delegations Resolved that;</p> <p>(a) Pursuant to S5.42 of the Local Government Act and other enabling legislation, Council by Absolute Majority delegates to the Chief Executive Officer the exercise of its powers and discharge of its duties in respect of the items listed in the Register of Delegations:</p> <p>(b) Pursuant to S5.42 of the Local Government Act and other enabling legislation, Council by Absolute Majority delegates to the</p> <ul style="list-style-type: none"> - Audit Committee - Cunderdin Museum Management Committee <p>the exercise of its powers and discharge of its duties in respect of the items listed in the Register of Delegations</p>	CEO	80%
Resolution 9.8	<p>Sporting Facility Design Brief Resolved that Council -</p> <p><i>a) Approve the Working Group Design Brief for the Community Recreation Building with the following points:</i></p> <ul style="list-style-type: none"> - 20m2 cool room for the bar - 8m2 cool room for the kitchen - 5m wall space for darts - Provision for tap beer and can/stubby - BBQ Area to be considered (Liquor licensing/Seasons) <p><i>b) Approve the Amended Design Brief for the Change rooms with the following points:</i></p> <ul style="list-style-type: none"> - Ladies Home and Away Change room to be included in plan - Access to Mens Away and Ladies Away toilets for external users, but no access <p><i>c) Remove the BBQ area from the Design Brief to be considered within landscaping plan (preferably on the</i></p>	CEO	<p>95%</p> <p>Tender documents complete – currently being reviewed by WALGA</p> <p>Tender has been advertised and closes on the 13th September 2011</p>

	eastern side of the building and sheltered from wind) d) Proceed to tender for architectural services.		
Resolution 14.1	<p>Nature & Grace Business Proposal – Late Agenda Item Council resolved;</p> <p>a) that Council grant approval to Debra Farmer to use the old Land Care office for an initial period of six (6) months, with a further option for six (6) months.</p> <p>b) that Council accepts Debra Farmer's cleaning proposal in return for her cleaning services as outlined in her email dated 13th June 2011 "The Cleaning proposal would include the Hall (Gym) and toilets".</p> <p>c) that Council may remove the approval by providing 30 days written notice.</p>	CEO/Mgr F&A	<p>60%</p> <p>Toy library have relocated to the old play group building from the town hall.</p>

Council Resolution List 11 August 2011

Resolution 9.1	<p>a) That Council endorse the proposed Chief Executive Officer package and the process proposed to select and appoint a new Chief Executive Officer.</p> <p>b) b) That the selection panel comprise of a Workplace Solutions representative, the Shire President, Deputy Shire President, Cr Doug Kelly and Cr Dennis Whisson</p>		<p>60%</p> <p>Applications closed 24/08/11</p> <p>Teleconference held with recruiting consultant 31/08/11</p> <p>Interviews to be conducted 16th September 2011</p>
Resolution 9.2	<p>a) That Council advise the Local Government Managers Australia (LGMA) that it wishes to become a Council Corporate Member for 2011/12</p>		<p>70%</p> <p>Request for invoice sent.</p>

Other projects

	<p>Cunderdin Airfield lighting design upgrade</p> <p>Design complete – estimated value of works \$440k</p> <p>Project delayed as a result of the Cunderdin Airport Commercial Development Plan</p>		100%
	<p>Cunderdin Airfield RFDS shed</p> <p>Seeking feedback from CASA in regards to appropriate location in accordance with MOS 139</p>		30%
	<p>Asset Management Plans</p> <p>All properties have been valued by APV valuers Council's road network has been valued and condition rated</p> <p>Draft plan is currently being audited</p>		60%
	Restoration of Gliding Club House & Other hut		30%

	Works has been tendered Tender close 4 th March 2011 - No Tenders received.		Work has commenced
	Implementation of LGE New version of LGS		85%
	Meckering Sports Club Design & Construct project (1 Bowls & 4 Tennis courts) Tender closes 4 th March 2011 4 tenders received. Construction suspended due to weather (rain)		Contract Awarded To Evergreen Synthetic Grass
	Upgrade to memorial drive		0%

9.1 Proposed Outbuilding (Shed) at Lot 60 Olympic Avenue, Cunderdin.

Location:	Lot 60 Olympic Avenue, Cunderdin.
Applicant:	Morris Campbell
Date:	15 th September 2011
Author:	City of Canning as Consultant to Shire of Cunderdin
Item Approved by:	Chief Executive Officer

Proposal

To consider the construction of an outbuilding (shed) at 15 Olympic Avenue (Lot 60), Cunderdin. The proposed shed has a wall height of 3.0m, a ridge height of 3.8m and total floor area of 67.5m².

Background

Zoning: R10
Lot Area: 1012m²

The following report has been prepared in response to the application for development approval lodged with the Shire of Cunderdin. The site is currently occupied by a single house.

An assessment of the application in the context of the current statutory planning framework and a final recommendation regarding the general suitability of the proposed development is provided to assist in the decision making process.

Comments

Setbacks

- R10 site and developments requirements specify that a minimum setback of 7.5m be maintained from the primary street (Olympic Avenue) and 1.1m setback from adjoining Lot boundaries. The proposal complies with setback requirements.

Open Space

- R10 site requirements specify a minimum of 60% of the site be maintained as open space. The proposal results in open space in excess of requirements.

Outbuilding wall height

Clause 6.10.1 of the Residential Design Codes provides for outbuildings with a wall height of up to 2.4m. The Proposal provides for wall heights of up to 3.0m. This alternative wall height can be supported in this instance for the following reasons:

1. The proposed outbuilding is sufficiently setback from the street boundary to not have any adverse impacts on the streetscape; and
2. The proposed outbuilding is sufficiently setback from the side and rear boundaries to not adversely impact upon the adjacent properties.

Outbuilding area

Clause 6.10.1 of the Residential Design Codes provides for outbuildings with a collective area of not more than 60m² or 10% of the lot area, whichever is the lesser. The proposed outbuilding

will have an area of 67.5m². The proposed outbuilding area can be supported in this instance for the following reasons:

1. The proposed outbuilding is sufficiently setback from the street boundary to not have any adverse impacts on the streetscape;
2. The proposed outbuilding is sufficiently setback from the side and rear boundaries to not adversely impact upon the adjacent properties; and
3. The proposal complies with open space requirements of the Codes.

Statutory Environment

Planning and Development Act 2005
Shire of Cunderdin Town Planning Scheme No. 3
Residential Design Codes 2008

Policy Implications

Nil

Public Consultation

Affected land owners were invited to comment on the proposal. Results of the consultation are detailed below.

Submission No.	Details	Comment
1. Lot 61 Olympic Ave, Cunderdin	Objection	Concerns over the number of trucks parked off site.
2. Lot 59 Olympic Ave, Cunderdin	No submission received	The proposal is unlikely to adversely impact upon this property.

The Residential Design Codes variations to the proposed outbuilding are minor in nature and are unlikely to cause an adverse impact towards the amenity of adjoining land owners.

Financial Implications

Nil

Strategic Implications

Shire of Cunderdin Local Planning Strategy (LPS) – The proposed development maintains the aims and objectives of the Local Planning Strategy.

Resolution 9.1

That Council approve the application for a proposed outbuilding (shed) at Lot 60 Olympic Avenue, Cunderdin subject to the following conditions:

1. The proposed development is to comply in all respects with the submitted plans approved on 15/09/11 and stamped accordingly.

Moved Cr David Beard

Seconded Cr Dennis Whisson

Vote – **Simple majority**

Carried 8/0

Schedule 6 — Form of application for planning approval

Application for planning approval

(cl. 9.1.1)

LF

RECEIVED

22 JUL 2011

25351

Owner details		
Name: <u>MPARIS CAMPBELL.</u>		
Address: <u>15 OLYMPIC AVE CUNDERDIN.</u>		Postcode: <u>6407</u>
Phone: <u>0439693350</u>	Fax:	E-mail:
(work):		
(home):		
(mobile):		
Contact person: <u>N/A.</u>		
Signature:		Date:
Signature:		Date:
The signature of the owner(s) is required on all applications. This application will not proceed without that signature.		

Applicant details		
Name:		
Address:		Postcode:
Phone:	Fax:	E-mail:
(work):		
(home):		
(mobile):		
Contact person for correspondence:		
Signature: <u>MUL</u>		Date: <u>20-7-11</u>

Property details		
Lot No:	House/Street No: <u>15</u>	Location No:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Diagram or Plan No:	Certificate of Title Vol. No:	Folio:
Title encumbrances (e.g. easements, restrictive covenants):		
Street name: <u>OLYMPIC AV</u>	Suburb: <u>CUNDERDIN.</u>	
Nearest street intersection: <u>BAXTER RD</u>		

Existing building/land use: <u>HEV</u>	
Description of proposed development and/or use:	<u>SHED</u>
Nature of any existing buildings and/or use:	
Approximate cost of proposed development:	<u>HOUSE.</u>
Estimated time of completion:	<u>5,000</u>

OFFICE USE ONLY	
Acceptance Officer's initials:	Date received: <u>END SEP.</u>
Local government reference no:	

(The content of the form of application must conform to Schedule 6 but minor variations may be permitted to the format.)



Shire of Cunderdin

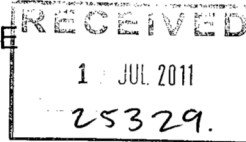
Incorporating the districts of Cunderdin and Meckering

PO Box 100 Cunderdin Western Australia 6407
Tel: (08) 9635 1005 Fax: (08) 9635 1464
Email: admin@cunderdin.wa.gov.au



APPLICATION FOR BUILDING LICENCE

Local Government (Miscellaneous Provisions) Act 1960, s. 374
Building Regulations 1989, reg. 10(2)



PROPERTY THIS APPLICATION RELATES TO:

Lot No 60 House No 15 Street OLYMPIC AVE
Suburb CUNDERDIN Postcode 6407

OWNERS

All Owners' Names Owners' Addresses ☐ (If as above – Please tick)

MORRIS Campbell AS ABOVE

Owners Contact Details Home Work Mobile 0439693350

TYPE OF BUILDING WORK

Please tick as appropriate: ☒

New Building ☒ Addition / Alteration ☐ Fitout ☐ Relocated Building ☐

TYPE OF BUILDING

Please tick as appropriate: ☒

☐ Dwelling ☐ Patio ☐ Swimming Pool ☐ Factory
☐ Grouped Dwellings ☐ Carport ☐ Spa ☐ Warehouse
☐ Ancillary Accommodation ☐ Garage ☐ Retaining Wall ☐ Office
☐ Addition / Alteration to Dwelling ☒ Shed ☐ Shop ☐ Fitout
☐ Multiple Dwelling ☐ Pergola ☐ School Building
☐ Other (Please specify building type)

BUILDING DETAILS

Please tick as appropriate: ☒

Area of Building 67.5 m2 Number of Storeys 1

Estimated Value of Construction Work (Including GST): \$ 5,000

Roof Material

Floor Material

Wall Material

☐ Tiles
☒ Steel Sheet piling – Zincalume
☐ Other

☒ Concrete
☐ Timber
☐ Fibreglass
☐ Other

☒ Steel Frame
☐ Timber Frame
☐ Other

BUILDERS DETAILS

If the builders are "To Be Advised" (Please Tick) ☐

Builders Name AVALON SHEOS + STABLES Registration No.
Builders Address 30 RUNYON RD, MIDVALE, 6056
Contact Name EDDY WARD Phone Number 9274 7774 Fax Number 9274 6909
Mobile Number E-Mail Address mail@avalonstables.com.au
Signature of Applicant [Signature] Date 15-07-2011

Note – Applicant is either the Builder / Owner Builder or other person authorised by the builder.

BUILDING APPLICATION No.

BUILDING SURVEYOR

Town Planning

Zoning

..... To Council Engineers Certificate

..... Home Indemnity Insurance

..... BCITF Levy \$ Comments

..... Building Fee \$

..... Date Paid

..... Approved

..... Commencement Date Completion

ENVIRONMENTAL HEALTH OFFICER – SEPTIC TANK

..... **INSTALLATION**

..... Plans Approved Yes/No

..... Application No.

..... Date Approved

..... Receipt No.

Use Environmental Health Officer

..... **INSPECTION PROGRESS REPORT**

Date to Council	Date	Stage	Remark	Action	Initial
-----------------	------	-------	--------	--------	---------

Planning Consent

.....

.....

.....

..... **NOTE: PLEASE ENCLOSE SEPTIC TANK/SEWERAGE CONNECTION APPLICATION AND FEE WITH THIS SUBMISSION TO AVOID UNNECESSARY DELAY**

Approved / Rejected

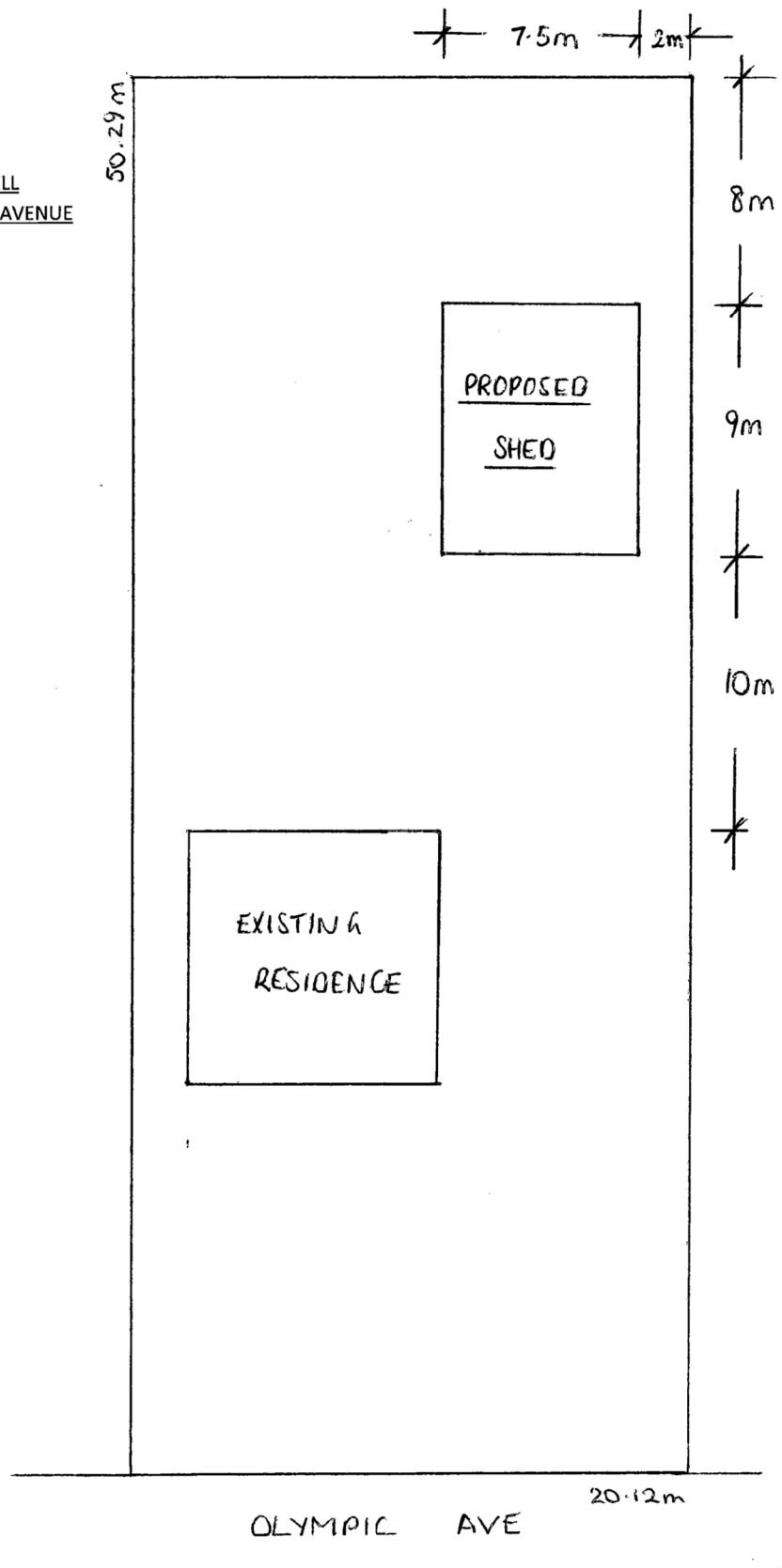
Environmental Health Officer
and Building Surveyor

All domestic systems must be two septic tanks 1520mm + 1220mm with Minimum of 2 x 12 metre leach drains with diversion box – and any other requirements as per direction of the Principal Environmental Health Officer or Building Surveyor.

Date

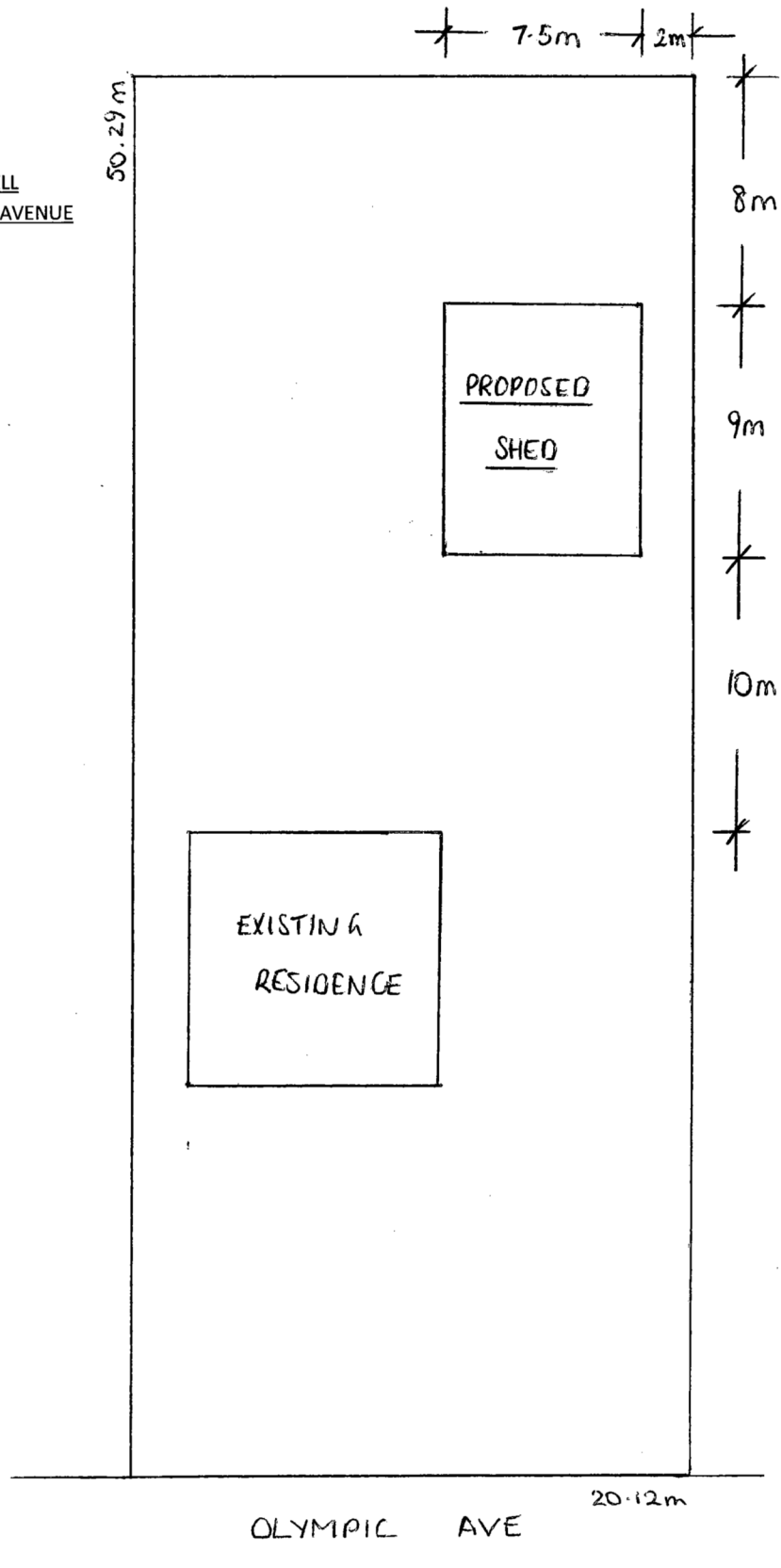
SITE PLAN

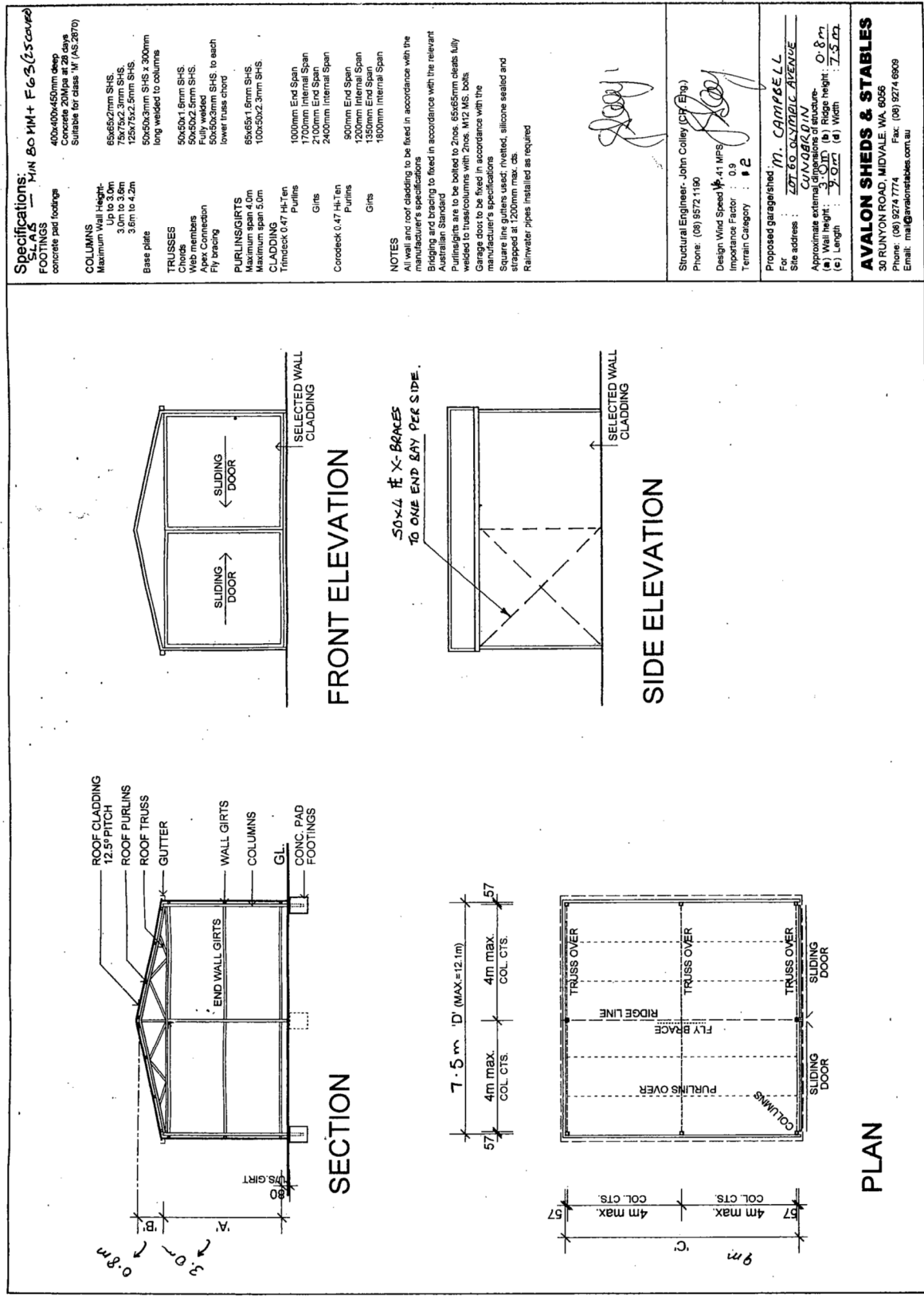
Client: MORRIS CAMPBELL
Site: LOT 60 OLYMPIC AVENUE
CUNDERDIN
Size: 1012sqm
Scale: 1:200



SITE PLAN

Client: MORRIS CAMPBELL
Site: LOT 60 OLYMPIC AVENUE
CUNDERDIN
Size: 1012sqm
Scale: 1:200





Specifications:

SLABS — MIN 80 MM + F63 (25 covered)
 concrete pad footings
 Suitable for class 'M' (AS 2870)

COLUMNS
 Maximum Wall Height:
 Up to 3.0m
 3.0m to 3.8m
 3.8m to 4.2m

TRUSSES
 Chords
 Web Members
 Apex Connection
 Fly bracing

PURLING/GIRTS
 Maximum span 4.0m
 Maximum span 5.0m

CLADDING
 Timberdeck 0.47 Hi-Ten
 Purlins

GIRTS
 Corrodeck 0.47 Hi-Ten
 Purlins

NOTES
 All wall and roof cladding to be fixed in accordance with the
 manufacturer's specifications

BRIDGING AND BRACING
 To be fixed in accordance with the relevant
 Australian Standard

PURLING/GIRTS
 Purlins/girts are to be bolted to 2nos. 65x65mm cleats fully
 welded to truss/columns with 2nos. M12 MS bolts

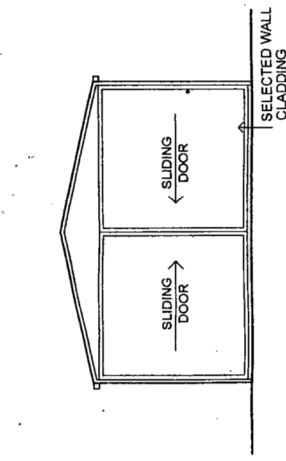
GARAGE DOOR
 To be fixed in accordance with the
 manufacturer's specifications

SQUARE LINE GUTTERS
 Square line gutters used; riveted, silicone sealed and
 strapped at 1200mm max. cts

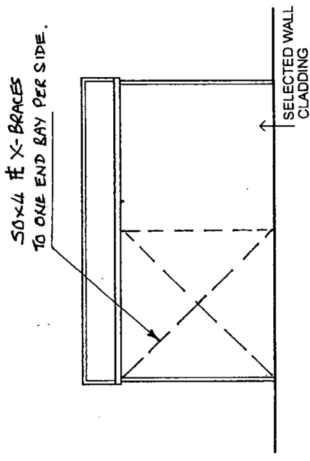
RAINWATER PIPES
 Rainwater pipes installed as required

PROPOSED GARAGE/SHED
 For
 Site address
 207 60 OLYMPIA AVENUE
 CUNNINGHAM
 Approximate external dimensions of shed:
 (a) Height: 3.0m (b) Ridge height: 0.8m
 (c) Length: 7.0m (d) Width: 7.5m

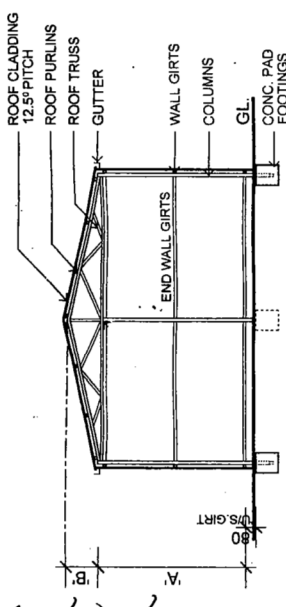
AVALON SHEDS & STABLES
 30 RUNYON ROAD, MIDVALE, WA 6056
 Phone: (08) 9274 7774 Fax: (08) 9274 6909
 Email: mail@avalonsheds.com.au



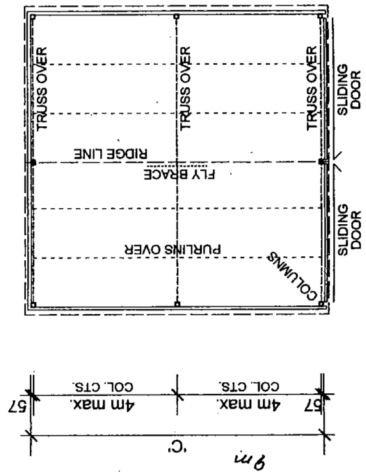
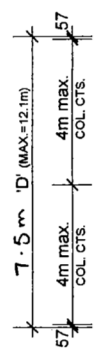
FRONT ELEVATION



SIDE ELEVATION



SECTION



PLAN

9.2 Review of Country Local Government Fund

Location:	N/a
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

None.

Attachment

Letter dated 24th August 2011 – Western Australian Regional Development Trust

Proposal

Council to consider making a submission to the Western Australian Regional Development Trust (WARDT) in relation to the Country Local Government Fund (CLGF) review.

Background

On Monday, 22 August 2011, the Minister for Regional Development and Lands, Hon Brendon Grylls MLA, announced a review of the Royalties for Regions Country Local Government Fund (CLGF). The Review is being undertaken by the Western Australian Regional Development Trust (WARDT) and is to be completed with a report to the Minister by 31 January 2012.

An extract of the Terms of Reference is included below which includes the issues for consideration in the Review:

Overall, whether there is a continuing need for the CLGF, and if so, in what form, with what budget parameters, and with what purpose.

1. The extent to which the stated aims of the CLGF are being met, in particular, have the objectives of the CLGF been materially achieved:

- how the CLGF is addressing local governments' infrastructure backlogs and enhancing local governments' capacity building*
- how the financial sustainability of country local governments is being improved through improved asset management*
- the effectiveness of funds directed to voluntary amalgamation*
- how CLGF is assisting groups of country local governments to fund larger scale infrastructure projects*
- the effect or impact of funds allocated under the CLGF*

Whether country local government or the Department of Regional Development and Lands has experienced difficulties in applications and approvals, executing, acquitting, reporting, or managing projects under the CLGF.

3. The efficacy of the current formula in allocating funds to individual and groups of local governments, including whether this approach should be retained reformed or replaced

4. *The appropriate proportional allocation of funding between individual, group and regional components over time*

5. *The scope of initiatives that should be funded and in particular, whether the existing focus on infrastructure and capacity building should be retained, narrowed, broadened or otherwise changed*

6. *Matters that would improve the efficiency and effectiveness of the Fund's implementation including the existing processes for forward capital works development, and business plan development.*

7. *Any other relevant matters.*

Comment

A draft response has been prepared for council's consideration;

1) Council is of the opinion that the CLGF is positively addressing its infrastructure backlog and enhancing its long term sustainability.

An example that demonstrates this point is Council's redevelopment/co-location of the Cunderdin Sports Facilities. The establishment of the Cunderdin Community Sports & Amenity Centre will –

- address sustainability issues in regards to on-going high maintenance & labour costs. Council's project feasibility study identified large operational cost savings by undertaking this project - currently all grass surfaces, this project will convert them to synthetic (6 tennis courts & 2 bowling greens)
- allow a number of community based sports clubs to co-locate their facilities to support each other, increase clubs sustainability – club open all year, rather than sporting seasons, the clubs will become one, no longer individual clubs (Cunderdin Sports Club Inc). Therefore, the more financial clubs will now support/subsidies those clubs less financial (less members).
- This project will also help Council to address its asset management replacement gap. As a direct result of this project a number of council buildings will become obsolete. Currently (6) six buildings have been identified for demolition to be replaced by (1) one, the Cunderdin Community Sports & Amenity Centre. This project is considered proportionate to its community's needs. It will replace existing well used assets and replace them with a for-like facility in size and scale.
- serve to provide a local & regional sports facility to help attract and retain existing residents – liveability as a town. What future is there for a rural town without reasonable sporting facilities?
- CBH have identified Cunderdin as a primary receival point due to its strategic location on the standard gauge rail line and Great Eastern Highway. CBH currently have plans to expand the site at Cunderdin from 110,000 to 330,000 tonne capacity. However, the site is restricted expanding North due to the rail line and to the south by the Cunderdin Bowls & Tennis Club. Co-locating these clubs to the Footy oval will accommodate this development.

The Cunderdin CBH bin for some time now has suffered from congestion issues due to the physical restriction of the site during harvest. This issue is set to become even more

problematic due to the recently completed Strategic Grain Freight Study that identified as a result of the narrow gauge rail line closures (Quairading/York Line) that the Cunderdin/Quairading Road would receive an estimated additional 90,000 tonne of grain.

- 2) Council has not experienced any difficulties with the application or acquittal process by the Department of Regional Development & Lands. However, council does question the need for two auditors (Council's & the DRDL's) to certify the acquittal. Surely, one independent auditors statement should be enough, auditors checking auditors seems to be an unnecessary additional cost that could otherwise be put towards a project.
- 3) The formula used appears to provide a fair and reasonable means for allocating the funding.
- 4) The Shire of Cunderdin is concerned that one year's full allocation (97.5%) and then 65% (after the capacity building component has been deducted \$7.44 million – effectively 60%) and then 50% for the next two years is insufficient funding for country local governments to seriously address their infrastructure asset backlog which was estimated in WALGS's SSS report (Dec 2006) at \$1.75 billion, or 14% of the total value of Council non-financial assets in WA.

For this issue to be addressed adequately, funding must remain ongoing and direct to local governments for a number of years to come in a similar fashion to that of Roads to Recovery Program. This program has allowed local government to control the allocation of funds subject to complying with the programs guidelines and has made a substantial impact on council's road networks. The important point being local decision making, the local government decides which roads will receive the funding, not the Federal Government or anyone else.

Council is not opposed to local governments voluntarily agreeing to pooling their CLGF funding for a regional project, rather, it believes that this should be a choice for the individual local governments.

- 5) Council is of the view the current scope of initiatives is appropriate.
- 6) Council request consideration be given to providing the ability to receive and carry forward funding for up to a maximum period of 2 years. This would result in better project efficiencies. It is much easier to undertake larger projects this way, rather than receiving bite size funding, and having to break a large project into an annual program.
- 7) General comment – Local Government Structural Reform

Importantly council believes that the local funds from the CLGF will go a long way to ensuring a smoother transition for those local governments wishing to enter into a voluntary amalgamation (Regional Transition Group). Moving forward with confidence that your community facilities are up to standard will most definitely provide an additional level of comfort, and help remove some concerns about the amalgamation process.

Lastly, it is essential that the backlog of infrastructure asset needs to be addressed before the funding becomes available to regional projects only.

Statutory Environment

There are no statutory implications in considering this item.

Policy Implications

There are no policy implications in considering this item.

Public Consultation

Not required.

Financial Implications

Council has produced a Forward Capital Works Plan that details all projects identified for CLGF.

Strategic Implications

Nil.

Resolution 9.2

That Council endorse the submission to the Western Australian Regional Development Trust on the Country Local Government Fund as detailed in Report 9.2.

Moved Cr Dennis Whisson

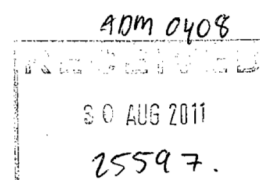
Seconded Cr Clive Gibsone

Vote – Simple majority

Carried 8/0



Government of **Western Australia**
Western Australian Regional Development Trust



24 August 2011

Mr Gary Tuffin
Chief Executive Officer
Shire of Cunderdin
PO Box 100
CUNDERDIN WA 6407

Dear Mr Tuffin

The Minister for Regional Development and Lands has referred a review of the Country Local Government Fund (CLGF) to the Western Australian Regional Development Trust (Trust) pursuant to section 12(b) of the *Royalties for Regions Act 2009* (Act).

The Trust is an independent statutory body established under the Act that provides advice and recommendations on the allocation and management of funds from the Fund.

The CLGF was originally a four-year budget program. Section 5(1)(a) of the Act went beyond this timeframe, as it gave the CLGF permanence by entrenching it as a subsidiary account of the Royalties for Regions Fund.

The purpose of the Review is to determine whether there is a continuing need for the CLGF, and if so, in what form, with what budget parameters, and with what purpose.

The Terms of Reference for the Review are attached to this letter and are also available on the Trust's website (see below).

The Issues Paper for the Review is available on the Trust's website at:

<http://www.rdl.wa.gov.au/aboutus/partners/RegionalDevelopmentTrust/Pages/Review-of-the-Country-Local-Government-Fund.aspx>

The Trust is writing to every country shire seeking submissions, as the views of this sector on the CLGF are of particular importance. Written evidence will be of great assistance. I encourage you to take the time to make a submission to the Review. Your views and experiences will be important to the Trust in forming its conclusions. Submissions are requested as soon as practicable, but not later than 31 October 2011.

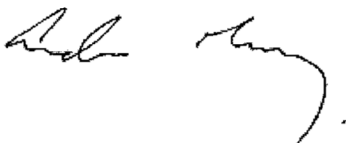
The Trust will attempt to consult with as many shires as it can. The consultation process for country local governments will be held after the 31 October closing date for submissions, and will be concluded by the end of December to enable report-writing in January 2012.

The Review report will be presented to the Minister by the end of January 2012.

If you have any queries about the Issues Paper or the consultation process, please contact Ms Michele Howard, Executive Officer – Western Australian Regional Development Trust on 08 6552 4498 or at Michele.howard@rdl.wa.gov.au.

Please note that from Monday the 29 August 2011 the physical address for the Trust will change, it will be Level 2, 140 William Street, Perth. The postal address will remain the same.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Andrew Murray', with a long, sweeping underline.

Andrew Murray
Chair

Att:

9.3 CESM Vehicle lease

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To consider the SGFleet vehicle lease for the Community Emergency Service Manager (CESM).

Attachment

Master Operating Lease Agreement.
SGFleet Lease quotation 235452/4

Background

Council has entered into a joint arrangement for the appointment of a Community Emergency Services Manager with FESA and the Shire of Quairading.

The issue of the CESM has been considered by council on two prior occasions 20th April 2011 & 16th June 2011.

Commentary

FESA requested a lease as opposed to the outright purchase of a vehicle for the CESM – FESA are providing 70% of the required funds under the MOU.

Vehicle to be provided is a Ford Ranger 3.0 TDCi XL Crew 4x4

The term of the lease is for 3 years to match the offer of employment.

Statutory Implications

There are no statutory implications in considering this item.

Policy Implications

There are no policy implications in considering this matter.

Financial Implications

Council has made provision in its 2011/12 Budget for this expense.

The cost of the proposed lease is \$1,059.25 per month

The financial implications of this project are provided in the Memorandum of Understanding "*The Provision of a Shared Community Emergency Services Manager*".

Attachment 1.

SPECIFIC CESM COST SHARING BETWEEN FESA AND THE SHIRES of CUNDERDIN & QUAIRADING. As at May 2011 for a CESM--INDICATIVE COSTINGS ONLY

ITEM	COSTS	FESA	LGS	RECOUP	FREQUENCY	COMMENTS
Salary	70K	49,000	21,000	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	
On Costs Workers Compensation Superannuation Annual Leave/LSL	23k	16,100	6,900	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	
Sanctioned Overtime	FESA			FESA to provide only	As required	
Availability Allowance	8,062	8062		FESA to pay on invoice to the Shire of Cunderdin	Quarterly	Call out, Travel etc
ITC COST						
Laptop Computer & datacard	1500	1500		FESA to provide		
PC (Shire)	1500		1500	Shires to provide		
Mobile Phone	1200	840	360	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	SOC to provide
VEHICLE COSTS						
Lease/servicing/fuel	18,000	12,600	5,400	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	SOC to provide vehicle
OFFICE EQUIPMENT						
UNIFORMS						
Purchase/Maintenance	500	350	150	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	
TRAINING						
Courses/Attendance	1200	840	360	FESA (70%) & Shires collectively (30%) to pay on invoice to the Shire of Cunderdin	Quarterly	All parties to share costs
Grand Total	124,962	89292	35760			

Note:

1. Wildfire overtime to be paid by FESA

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.3

That the Shire President & CEO be authorised to affix the Common Seal and sign the Master Operating Lease Agreement with SGFleet for the provision of a lease vehicle for the CESM for a 3 year term.

Moved Cr David Beard

Seconded Cr Dianne Kelly

Vote - Simple majority

Carried 8/0



SG Fleet Australia Pty Limited
ABN 15 003 429 3

MASTER OPERATING LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT is made this day of 2011

BETWEEN

SG FLEET AUSTRALIA PTY LIMITED trading as sgfleet (as agent for Commonwealth Bank of Australia ABN 48 123 123 124) of Level 2, Building 3, 20 Bridge Street Pymble, New South Wales 2073 (with its successors and assigns called the "Lessor")

AND

SHIRE OF CUNDERDIN ABN 75 587 374 670 of Lundy Avenue Cunderdin WA 6407 (with its successors and personal representatives called the "Lessee")

WHEREAS

The Lessee may wish from time to time to lease a motor vehicle or motor vehicles from the Lessor.

NOW IT IS AGREED as follows:

1. MOTOR VEHICLE LEASES

- 1.1 In respect of each Motor Vehicle to be leased by the Lessee under the terms of this Motor Vehicle Lease, the Lessor will provide the Lessee with a lease quotation in its usual format for acceptance by the Lessee. On execution of this Agreement by the Lessee and subject to approval of finance, the Lessor will proceed to procure the Motor Vehicle so described in the accepted lease quotation and in consideration of this, the Lessee acknowledges that it will be bound by the terms and conditions set out in the booklet entitled "Lease Terms" dated 15 August 2011 ("the Lease Terms") which the Lessee acknowledges having received and understood. Immediately following delivery of the Motor Vehicle described in the accepted lease quotation, the Lessor will forward to the Lessee a duly executed Vehicle Schedule confirming the Rental Instalment, Term, details of the Motor Vehicle and lease inclusions and as at the date of execution of the Vehicle Schedule, the Lessor will also be bound by the aforesaid terms and conditions. The provisions of this clause will not be affected or prejudiced by reason of any prepayment of money by the Lessee or the delivery of the motor vehicle to the Lessee which prepayment and/or delivery will, pending execution of the Vehicle Schedule by or on behalf of the Lessor, be deemed merely provisional.
- 1.2 Only on execution of a Vehicle Schedule by or on behalf of the Lessor and without notice to the Lessee, the Lessor will thereby agree to lease and the Lessee will take on lease each Motor Vehicle specified in that Vehicle Schedule for the term and at the rental set out in the Vehicle Schedule and in accordance with the Lease Terms. Each mutual agreement will constitute a Motor Vehicle Lease as referred to and in the Lease Terms.
- 1.3 The date to be inserted in a Vehicle Schedule at Item 3 as the date on which the Term of a Motor Vehicle Lease commences will be the date upon which the relevant Motor Vehicle is registered in the name of the Lessee with the appropriate Motor Vehicle Registration Authority or such other date as may be agreed between the Lessor and the Lessee.
- 1.4 The Lessee hereby requests any authorised officer of the Lessor to complete (whether before or after execution) the Vehicle Schedule details numbered one to fourteen in any Schedule executed pursuant to this Agreement.

2. LESSEE'S SIGNATORIES

Each lease quotation must be accepted and signed on behalf of the Lessee by any one or more of the persons whose names and specimen signatures are set out in the Second Schedule to this agreement or in a certificate or certificates issued for the purposes of this clause 2 by a secretary of the Lessee (or by any other appropriate officer of the Lessee acceptable to the Lessor). Each such person will, until notice of revocation of the authority of such person has been received by the Lessor, have the authority from time to time on behalf of the Lessee to accept, sign and deliver to the Lessor any lease quotation and to bind the Lessee in accordance with the Lease Terms.

3. TERMINATION

This agreement may be terminated by either the Lessor or the Lessee at any time by one month's notice in writing to the other.

The Lessor may also terminate this agreement if the persons who at the date of this agreement have Control (as defined in the Corporations Act 2001 (Cth)) of the Lessee cease to have Control of the Lessee or one or more persons acquire Control of the Lessee after the date of this agreement.

Notwithstanding termination of this agreement the rights, powers and obligations of the Lessor and the Lessee under or with respect to any Motor Vehicle Lease which may have come into existence pursuant to this agreement prior to the date of expiry of any notice terminating this agreement will continue in full force and effect in all respects as if such notice had not been given.

4. GOVERNMENT CHARGES

The Lessee will pay and will, on demand by the Lessor indemnify the Lessor against all Government Charges, payable in respect of this agreement and/or any Vehicle Schedule.

5. NOTICES

5.1 Any notice to be given under this agreement will be deemed to be duly given or made if it is:

- (a) in writing;
- (b) signed by any Authorised Officer of the sender; and either
- (c) left at or sent through the post in a prepaid envelope addressed to the recipient at:
 - (i) the address of the recipient specified above; or
 - (ii) the registered office of the recipient; or
 - (iii) such other address as the recipient may hereafter specify to the sender by notice in writing; or
- (d) sent by facsimile transmission addressed to the recipient to such fax number as is notified to the sender by the recipient from time to time.

5.2 Any such notice will be deemed to be received:

- (a) if sent by post, when left at an address specified above or two Business Days after being put in the post; or
- (b) if sent by facsimile transmission, on the next Business Day.

6. INTERPRETATION

Unless otherwise specified defined terms and principles of interpretation set out in the Lease Terms will apply to this agreement including the Vehicle Schedule.

7. DELIVERY

All Motor Vehicles to be leased pursuant to Motor Vehicle Leases will be made available to the Lessee at such address in Australia as may be agreed between the Lessor and the Lessee.

8. GOVERNING LAW AND JURISDICTION

This Master Lease Agreement and each Motor Vehicle Lease is governed by and construed in accordance with the laws of the State of New South Wales and, in relation to any suit, action or proceeding in respect of this Master Lease Agreement and/or any Motor Vehicle Lease, each of the parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place and courts of appeal from them.

Each party waives any right it has to object to an action being brought in those courts including without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts have no jurisdiction.

IN WITNESS whereof this Master Lease Agreement has been duly executed the day and year first hereinbefore written

SIGNED for and on behalf of
sgfleet

in the presence of-

Authorized Signatory

**THE COMMON SEAL of the
SHIRE OF CUNDERDIN**
ABN 75 587 374 670
was here to affixed in the
presence of the Shire President
and the Chief Executive Officer

Shire President

Full Name _____

Address _____

Chief Executive Officer

Full Name _____

Address

SECOND SCHEDULE

**SCHEDULE OF NAMES AND SIGNATURES OF PERSONS AUTHORISED TO ACCEPT
LEASE QUOTATIONS ON BEHALF OF THE LESSEE**

..... Name Signature
---------------	--------------------

..... Name Signature
---------------	--------------------

..... Name Signature
---------------	--------------------

..... Name Signature
---------------	--------------------

..... Name Signature
---------------	--------------------

..... Name Signature
---------------	--------------------

SG Fleet Australia Pty Limited	Shire of Cunderdin
---------------------------------------	---------------------------

.....
-------	-------

..... Lessor Lessee
-----------------	-----------------

FIRST SCHEDULE

VEHICLE SCHEDULE

QUOTE No:
CONTRACT No:
DRIVER Name:

We are pleased to provide the relevant Vehicle Schedule for the leased vehicle referred to within "Item 1". The Vehicle Schedule is an integral part of the lease agreement and confirms the lease rental amount and the specific inclusions for the lease contract. It should be kept with your copy of the lease documentation.

Description of Vehicle to be leased:

Item 1.

New Vehicle
Registration Number: _____
Chassis Number: _____
Engine Number: _____
FBT Base Price: \$ _____

Item 2. Location of Motor Vehicle (full address):

Item 3. Term months: _____ Commencement date: / /

Item 4. _____ Rental Instalments of \$ _____ comprising rent of \$ _____, Stamp Duty of \$ _____ and GST of \$ _____.

Item 5. Kilometre charge \$ _____ (plus GST) per kilometre for all kilometres travelled in excess of the Maximum Kilometres (item 6).

Item 6. Maximum Kilometres: _____ klms.
Used Vehicles – Start Kilometres _____ klms. End Kilometres: _____ klms.

Item 7. Annual registration (and CTP) renewal allowance \$ _____

Item 8. Maintenance borne by the Lessor. Roadside Assistance borne by the Lessee

Item 9. Maximum number of replacement tyres for this vehicle is _____.

Item 10. Interest (Discount) Rate _____ % p.a. Residual Value _____ % = \$ _____ plus GST.

Item 11. Vehicle Cost \$ _____ (Excl. Registration + Stamp Duty of \$ _____)
Total Cost \$ _____

Item 12. Comprehensive Insurance Premium per month \$ _____ to be borne by the Lessor.

Item 13. Monthly Fuel Provision \$ _____ to be borne by the Lessor.

Item 14. Novated Lease Protection Insurance Premium \$ _____ to be borne by the Lessor.

Notes Items referred to above as "N/A" are not included within the lease contract.

AUTHORISED SIGNATORY For and on behalf of the Lessor

Sign: _____

Name: _____

Title: _____ Date: _____



www.sgfleet.com.au

SG Fleet Australia Pty Limited
ABN 15 003 429 356
Level 2 Building 3, 20 Bridge Street, Pymble, NSW 2073
Ph: 02 9494 1000 Fax: 02 9391 5628
PO Box 252 Pymble NSW 2073

LEASE QUOTATION - 235452 / 4 Dated : 22/06/2011

COMPANY: Shire of Cunderdin (Prospect)
ATTENTION: Stacey McQuistan
FROM:
FAX NUMBER: 08 9635 1464
TELEPHONE: 08 9340 3600
FAX NUMBER: 08 9242 4397

VEHICLE DESCRIPTION	FORD RANGER PK MY09 (1/11) 3.0 TDCi XL Crew 4x4 Man Ute
VEHICLE EXTRAS	Freight to Cunderdin, Tow Pack - 1800kg, Full Tank of Fuel, Flexiglass Tradesman Textured Lockable Canopy, Window Tint, Heavy Duty Rubber Mats - Front, Heavy Duty Rubber Mats - Rear, Canvas Seat Covers x4
LEASE TYPE	PROSPECT - Maintained Operating Lease, Incl Reg'n
CONTRACT INCLUSIONS	Do & Charge Shell & Caltex (Level 2), Underwritten Full Maintenance - 12 Tyres, Roadside Assistance Passenger & Light Commercial, Toll Management
LEASE TERMS	36 Months, 180,000 Kms
EXCESS KM's	10.00 (+ GST) cents/km
DELIVERY STATE	WA
NOTES	

Vehicle Cost	(excl GST)	\$30,320.41		
Business Reg'n & PSD	(excl GST)	\$268.17	Monthly Lease Rental	(excl GST) \$1,059.25
Total Cost	(excl GST)	\$30,638.35	GST on Rental	105.93
FBT Value		\$33,352.45	Stamp Duty	\$0.00
			TOTAL MONTHLY RENTAL	(Incl GST) \$1,165.18

QUOTE ACCEPTANCE

The undersigned accepts the above mentioned lease quotation and as such requests sgfleet to procure the vehicle described for the purpose of leasing the said vehicle to me/us. In the event of any variation in the purchase price, statutory charges and/or interest rate used for calculating the Rental Installment between the date the quote is accepted by us and date the Motor Vehicle is delivered, we agree to the alteration of the Rental Installment to reflect such variation and authorise sgfleet to complete the Vehicle Schedule accordingly. Authorisation is given to register the vehicle in my/our name(s) and at an address nominated by sgfleet. Corporate Entities authorise the motor dealer registering the vehicle to obtain the necessary company information (if required) from the ASIC website. Corporate Entities acknowledge that they have received the Financial Services Guide (FSG) dated 01/04/2010 issued by sgfleet and the Product Disclosure Statement (PDS) dated 01/09/2009 issued by Wesfarmers General Insurance Limited if comprehensive insurance is arranged through sgfleet.

Please Confirm:

Colour: White Trim: _____ Delivery Date: _____

Delivery Address: _____

Registration Mailing Address: Community Dev Emerg Mgt Off, PO Box 100 Cunderdin WA 6407

Delivery Contact: Stacey McQuistan Contact No: 08 9635 1005

Drivers Name: _____ Employee No: _____

Cost Centre: Prospect Reference _____ Reg'n No of Terminating
sgfleet Vehicle: _____

Insurance Company: _____

_____ Dated: _____

Lessee Signature _____ Name of Lessee _____

This quotation (which is subject to credit approval) remains valid for 14 days from the date hereof provided the Motor Vehicle is delivered within this time. In addition, the lease Rental Installment may vary from that quoted if, before delivery, there is a variation in (a) the motor vehicle price and/or (b) GST or applicable statutory charges.

9.4 Draft Strategic Community Plan

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To consider the draft Shire of Cunderdin Strategic Community Plan prepared by Learning Horizons (Mrs Helen Hardcastle)

Attachment

Draft Shire of Cunderdin Strategic Community Plan

Background

Ordinary Council meeting held 18th November 2010 – Report 9.4

The Strategic Community Plan responds to three questions put to the community and the local government:

- Where are we now?
- Where do we want to be?
- How do we get there?

The draft Strategic Community Plan (10 year timeframe) provides the long term view informed by the community aspirations (workshop 18/04/11 & postal survey) giving consideration to;

- Social.
- Economic.
- Environmental.
- Built environment.
- Governance.

Commentary

The following amendments to the draft plan are provided for Council's consideration;

Social (page 5)

Amend to read

Maintain and build service capacity	<p>Improve meeting places for all ages, including aged and youth by providing a multi-purpose facility (Cunderdin Sports & Community Amenity Project)</p> <p>Participate in a regional plan to develop aged care services</p> <p>Develop service plans, role and levels of service</p> <p>Assist facilitate regional health services</p>
-------------------------------------	--

All other information to remain as currently written.

Environment (page 6)

Amend to read

Sustainable resource management	Enhance the Shire's sustainability through efficient use of natural resources	Develop a Water Management Plan (water use, run off, storm water & water harvesting) Continue to participate in the SEAVROC Regional Waste Management Strategic Plan Explore alternative energy sources for council buildings/facilities
---------------------------------	---	--

All other information to remain as currently written.

Built environment (page 7)

Amend to read

Enhanced and maintained infrastructure	Improve town centre	Upgrade town centre and main street upgrade Maintain Town Hall frontage.
--	---------------------	---

Insert new item

	Improve main distributor roads	Improve the major corridors and entry points to the Shire through weed control and other aesthetic improvements.
--	--------------------------------	--

All other information to remain as currently written.

Economic Development (page 8)

	Create youth skill based employment	Partner with Agricultural College to create a skill based training centre and apprenticeships at the Cunderdin Airfield
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Insert new item

	Provide affordable Residential & Industrial land	Partner with Landcorp Regional Development for the release of additional blocks of land.
--	--	--

All other information to remain as currently written.

Governance (page 9)

No changes proposed.

Statutory Implications

The Minister for Local Government has commenced the process to amend the Local Government Act (Administration) Regulations to ensure each local government adopts as a minimum 10 year Strategic Community Plans.

The Plan is to be reviewed every 4 years.

Policy Implications

There are no policy implications in considering this matter.

Financial Implications

As part of the Local Government structural reform process funding of \$110,000 has been provided by the Department of Local Government to SEARTG for the development of a Integrated Strategic plan.

Strategic Implications

The proposed Integrated Strategic Planning Framework is intended to provide the basis for improving the practice of strategic planning in local government.

Resolution 9.4

- (a) That council accept the amendments to the draft Strategic Community Plan (SCP) as detailed in report 9.4.
- (b) Council authorise local public notice to be given, requesting submissions from electors and ratepayers of the District in relation to the draft SCP as amended.
- (c) The local public notice inform electors and ratepayers that the draft SCP may be inspected at the Shire of Cunderdin's Office, Lundy Ave, Cunderdin.
- (d) Public submissions in relation to the proposals contained in the Draft Plan for the Future will close at 5:00 pm on Monday, 13th October 2011.
- (e) A further report be presented to Council following the local public notice period, to give consideration to adopting the draft SCP, with or without modifications.

Moved Cr Graham Cooper

Seconded Cr Doug Kelly

Vote - Simple majority

Carried 8/0



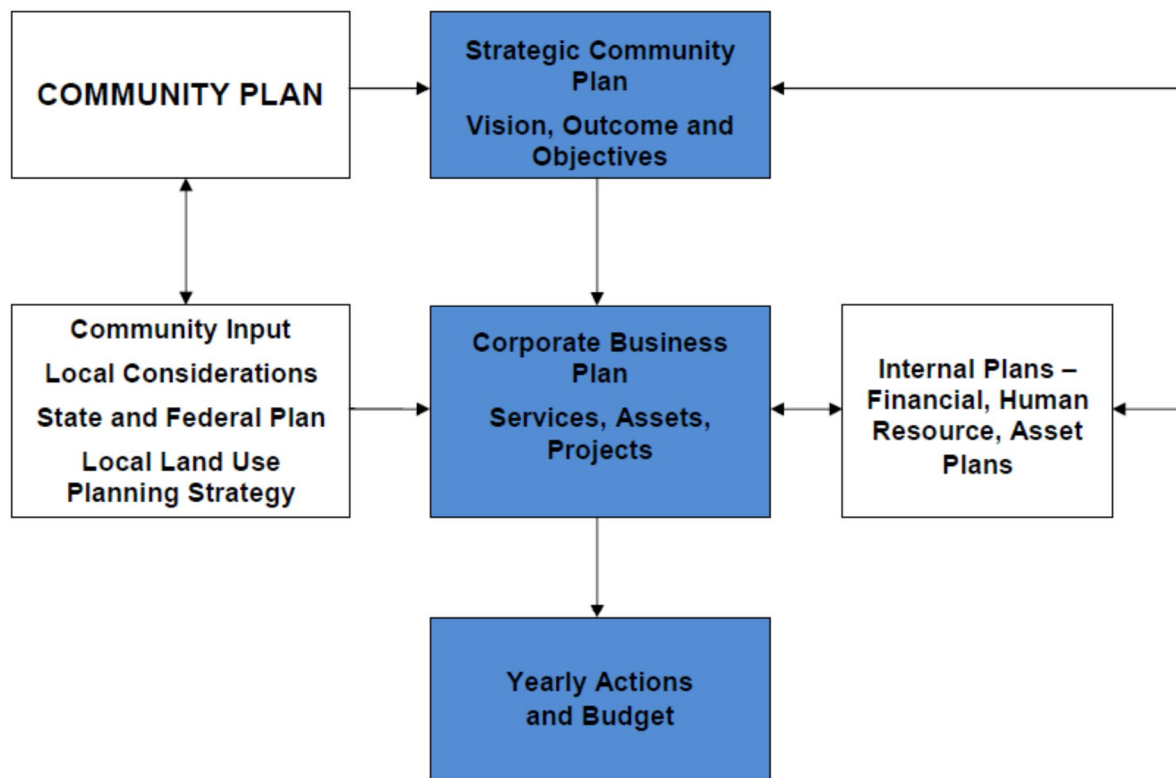
SHIRE OF CUNDERDIN: STRATEGIC COMMUNITY PLAN

Our Strategic Community Plan (SCP) is a Council visionary document for the next 10 years, based on community input and our research (Reference; Community Plan) to ensure our future is sustainable. Whilst it is recognized that not all outcomes can be delivered immediately, the plan will guide our decisions over the next 10 years.

The Corporate Business Plan identifies what we will achieve in the shorter term and the steps we will take to reach our long term vision and will enable us and the community to review and monitor our progress towards achieving our aspirations.

Implementing this plan will demand that the Shire not only continues to deliver and represent the community, but recognizes that we can't deliver alone. We will work in partnership with other Shires, State and Federal Governments and the private sector to advocate delivery of our plan.

OUR PLANNING FRAMEWORK



THE SHIRE IN PROFILE

Our Area

The Shire covers an area of 1,872 square kilometers. Within the Shire, there are a number of parks and reserves, including O'Connor Park, Cunderdin Hill, Meckering Rose garden and Youndegin.

Our strategic transport location and our airport provide the opportunity to build a transport and access industry hub and corridor.

Our Economy

Our prime industry in broad farming has diversified, with the population residing primarily in the town area and the increase in rural service industries providing town employment. Local services, such as health and education, are provided and important to the local community.

Our People

The population of 1,250 residing primarily in town, has 30% 55 years and over, but with a projected increase of the 20-39 age bracket. The community is diverse and values lifestyle choices in a cohesive, safe and relaxed community.

Our Environment

The local environment is valued, with a focus on maintaining the local biodiversity. Climate change is a major issue and represents risks, not only to resource management, but also on the reliance of farming and cars.

Our Key Challenges and Risks

Our plan needs to manage our identified risks and local issues, which have been identified and considered within our plan.

Issues identified and addressed:

- Climate change
- Sustainable farming and loss of biodiversity and vegetation
- Affordable housing demand
- Reliance on cars for transport
- Economic growth and diversity
- Increasing number of aged
- Diversification of businesses and industry
- Support services for community, eg. health



OUR VISION : PROVIDING OPPORTUNITIES FOR EVERYONE

Our Shire will be

a regional place that is progressive that will provide opportunities,
offer the unique lifestyles and a sense of belonging,
a place that connects people,
a place that connects transport, and
a place that connects businesses.

Our Aim

To manage growth sustainably through governance, leadership and targeted service and economic growth.



OUR GOALS

Social

- ❖ Grow and build the population base.
- ❖ Improve community spirit, collectively caring for each other.
- ❖ Build an active community, increasing participation and ownership.

Environmental

- ❖ Maintain and enhance the natural environment and resources.
- ❖ Maintain and enhance the area's infrastructure.

Economic

- ❖ Strengthen local business and employment capacity.
- ❖ Support and encourage sustainable business growth.



COMMUNITY PRIORITIES AGAINST KEY AREAS

Social: Building a Sense of Community

Our Vision:

Our community will grow and be strengthened through community participation and activities, developing a sense of collective ownership and participation.

The community will have access to services and facilities to meet their changing needs and well being.

Our objectives and priorities are built from our shared outcomes.

Outcomes	Objectives	Priorities
Connected inclusive community	Strengthen community participation and ownership	Participate in a Regional Social and Community Development Plan Facilitate events and community projects Provide activity for youth and aged
	Maintain and build service capacity	Improve meeting places for all ages, including aged and youth (upgrade sporting facilities) Provide multi-purpose facility? Participate in a regional plan to develop aged care services Develop service plans, role and levels of service Facilitate regional health services Facilitate education services (specifically training, apprenticeships and skill development – Agricultural College)



Environment: Preserving and Sustaining Our Natural Environment

Our Vision:

Our natural environment will be enhanced and preserved for future generations, protecting and maintaining our bush, reserves and recreation areas.

Our community will display responsible stewardship of our natural resources, effectively managing resource consumption and reducing waste.

Our objectives and priorities are built from our shared outcomes.

Outcomes	Objectives	Priorities
Sustainable resource management	Enhance the Shire's sustainability through efficient use of natural resources	Develop a Water Management Plan (Regional?), (water use, run off, storm water, water harvesting with CBH?) Participate in a Regional Waste Management Strategic Plan Explore alternative energy sources (solar energy)
Sustained natural and rural environment	Maintain and enhance the local environment	Implement a Regional Natural Resource Management Plan Maintain and improve open spaces, trees and areas (highway, recreation areas) Preserve natural environment and reserves, including Cunderdin Hill, Bulgin Rock



Built Environment: Enhanced Lifestyle Choices

Our Vision:

Our community will have access to facilities and services as their requirements change.

Our local community will be proud of their assets, infrastructure and amenities, which are well maintained.

Our communities will have choices as housing needs change.

Our local economy will thrive with choice of development areas.

Our objectives and priorities are built from our shared outcomes.

Outcomes	Objectives	Priorities
Planned growth	Balanced land –use planning for housing and development	Review land use strategy to provide for diverse housing needs, considering affordability, lifestyle and ILU's for the aged
	Improved commercial capacity	Provide land use for commercial and industrial growth (light commercial, airfield)
Enhanced and maintained infrastructure	Improve town centre	Upgrade town centre and main street upgrade (consider lighting and signage) Maintain Town Hall
	Maintain assets and infrastructure	Develop Asset Management Plans for community facilities and assets
	Improve access and safety	Review roads, kerbs and footpath safety and access (consider gophers and wheelchairs)

Economic Development: Maximize Development

Our Vision:

Our local economy will thrive and prosper, taking advantage of our strategic transport position.

We will attract light industrial growth and develop employment and skill opportunities for our growing community.

Our objectives and priorities are built from our shared outcomes.

Outcomes	Objectives	Priorities
Economic growth	Maximize business development opportunities	Participate in a Regional Economic Plan Encourage new businesses through provision of information, incentives and availability of commercial and industrial land
	Create youth skill based employment	Partner with Agricultural College to create a skill based training centre and apprenticeships
	Strengthen the transport corridor	Facilitate the development of the airport and surrounds Participate in a Regional Tourist Plan (consider aviation, Golden Pipeline, earthquake site)

Governance: Strengthen Shire Leadership

Our Vision:

We will provide leadership and build a sustainable place through our regional and government partnerships.

We will be accountable, making decisions for the good of the community.

We will engage with our community, building a cohesive community and support community participation.

Our objectives and priorities are built from our shared outcomes.

Outcomes	Objectives	Priorities
Sustainable resource management	Build financial capability	Develop and maintain Strategic Financial Plans, Asset Management Plans and Risk Management Plans Explore diverse income streams, including grants
	Develop workforce capability	Develop and participate in a Regional Workforce Plan Develop and participate in an HR Strategic Plan, identifying skills, training and development
Enhanced leadership	Provide leadership	Lobby and advocate for improved services, including health and education, infrastructure and transport Develop partnerships with government and agencies for improved services
	Build community capacity	Support, develop and co-ordinate a strong volunteer base Develop a Community Participation Plan

9.5 Equal Employment Opportunity Management Plan

Location:	N/a
Applicant:	N/a
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To consider adopting an Equal Employment Opportunity Management Plan for the period covering 2012-2014.

Attachment

Draft Shire of Cunderdin - Local Government Equal employment Opportunity Management Plan.

Background

Local Governments are to prepare and implement an Equal Employment Opportunity (EEO) Management Plan in accordance with the *Equal Opportunity Act 1984* section 145 (1).

Commentary

A draft Plan has been prepared based on the template supplied by the Office of Equal Employment Opportunity.

Statutory Implications

Division 3 — Equal employment opportunity management plans

145. Preparation and implementation of management plans

- (1) Each authority shall prepare and implement an equal opportunity management plan in order to achieve the objects of this Part.
- (2) The management plan of an authority shall include provisions relating to —
 - (a) the devising of policies and programmes by which the objects of this Part are to be achieved;
 - (b) the communication of those policies and programmes to persons within the authority;
 - (c) the collection and recording of appropriate information;
 - (d) the review of personnel practices within the authority (including recruitment techniques, selection criteria, training and staff development programmes, promotion and transfer policies and patterns, and conditions of service) with a view to the identification of any discriminatory practices;
 - (e) the setting of goals or targets, where these may reasonably be determined, against which the success of the management plan in achieving the objects of this Part may be assessed;
 - (f) the means, other than those referred to in paragraph (e), of evaluating the policies and programmes referred to in paragraph (a);
 - (g) the revision and amendment of the management plan; and

- (h) the appointment of persons within the authority to implement the provisions referred to in paragraphs (a) to (g).
- (3) The management plan of an authority may include provisions, other than those referred to in subsection (2), which are not inconsistent with the objects of this Part.
- (4) The preparation of a management plan shall take place and the implementation of the management plan shall commence without delay and —
 - (a) in the case of an authority referred to in section 139(1)(a), (b), (c) or (d), other than an authority which is an institution of tertiary education, on or before such day as is specified in the regulations in respect of that authority and if no day is so specified in respect of an authority on or before the day that is 3 years after the day when this Part comes into operation; and
 - (b) in the case of an institution of tertiary education or an authority the subject of regulations under section 139(1)(e), on or before such day as is specified in the regulations.
- (5) An authority may, from time to time, amend its management plan.
- (6) Each authority shall send a copy of its management plan, and any amendment of the plan, to the Director as soon as practicable after the management plan or the amendment, as the case may be, has been prepared.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

The purpose of the EEO/Diversity Management Plan is to provide an organisation with a strategic focus to maximise human resource potential and enhance productivity to meet core business goals

Effective EEO/Diversity Management Plans provide a framework to help deliver better policy and services to government and community.

Resolution 9.5

- (a) That Council adopt the Equal Employment Opportunity Management Plan for the period 2012 to 2014 as prepared.
- (b) That a copy be sent to the Director of Equal Opportunity in Public Employment.

Moved Cr Todd Harris

Seconded Cr David Beard

Vote – Simple majority

Carried 8/0



Equal Employment Opportunity Management Plan

~ creating a workplace that is equitable and diverse ~
(for agencies with less than 50 employees)

Agency Name: **SHIRE OF CUNDERDIN**

Plan Life: 2012 to 2014

EEO Outcomes to be achieved during the period of the plan

	Existing	Proposed	To be Reviewed	<input checked="" type="checkbox"/> tick box indicates: <u>Existing</u> strategies in place; <u>Proposed</u> strategies for development; or <u>Review</u> of existing strategies.
Strategies				
OUTCOME 1: THE ORGANISATION VALUES EEO AND DIVERSITY AND THE WORK ENVIRONMENT IS FREE FROM SEXUAL AND RACIAL HARASSMENT				
WORKPLACE CULTURE AND ACCOUNTABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equal Employment Opportunity (EEO) and Diversity values are incorporated into corporate values, business planning processes and human resource plans.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A positive, inclusive and harassment free workplace culture is communicated and promoted within the organisation.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Performance management criteria for managers includes ability to recruit a diverse workforce and promote an inclusive work culture.
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accountability for the implementation of strategies within this EEO Management Plan occurs throughout the organisation.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There is an effective Grievance Resolution Process where staff feel able to raise concerns and issues.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Workplace culture is monitored and assessed to determine that it is inclusive and free from harassment and unlawful discrimination.
OUTCOME 2: WORKPLACES ARE FREE FROM EMPLOYMENT PRACTICES THAT ARE BIASED OR DISCRIMINATE UNLAWFULLY AGAINST EMPLOYEES OR POTENTIAL EMPLOYEES				
POLICIES AND PRACTICES SUPPORT ACHIEVEMENT OF EQUITY AND DIVERSITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Organisational structure and job design provide career paths for all diversity groups.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recruitment and selection practices provide appropriate flexibility to all diversity groups.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mechanisms are in place to identify the needs of diversity groups to operate effectively in the workplace. (eg: diversity surveys, agency annual surveys, employee perception surveys, review of exit interview feedback).
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Retention practices are in place to identify, develop and retain staff from all diversity groups. (eg: induction processes, training and development opportunities, working hours and conditions, flexible work options and performance management).
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Workplace is monitored and assessed to ensure it contributes positively to attracting and retaining a diverse workforce.

	Existing	Proposed	To be Reviewed	<input checked="" type="checkbox"/> tick box indicates: <u>Existing</u> strategies in place; <u>Proposed</u> strategies for development; or <u>Review</u> of existing strategies.	
Strategies					
OUTCOME 3: EMPLOYMENT PROGRAMS AND PRACTICES RECOGNISE AND INCLUDE STRATEGIES FOR EEO GROUPS TO ACHIEVE WORKFORCE DIVERSITY					
IMPROVING DIVERSITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demographic data is systematically collected to monitor and report on progress of all diversity groups.	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Diversity objectives are identified to define the workforce profile suited to their business needs.	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Strategies have been developed to improve diversity for the following groups: (Different organisations have different priorities according to their existing diversity profile and service delivery. The priorities for the organisation may not necessarily cover all diversity groups).	
				<input checked="" type="checkbox"/> Women in Management.	<input checked="" type="checkbox"/> People from Culturally Diverse Backgrounds.
				<input checked="" type="checkbox"/> Indigenous Australians.	<input checked="" type="checkbox"/> Youth.
				<input checked="" type="checkbox"/> People with Disabilities.	<input type="checkbox"/> Other (please specify): _____
CEO LEADERSHIP STATEMENT					
<p>It is with pleasure I present to you the Shire of Cunderdin EEO Management Plan 2012 – 2014.</p> <p>This EEO Management Plan has been developed in accordance with Part IX of the <i>Equal Opportunity Act 1984</i> and is aligned the Office of Equal Employment Opportunity's outcome standards framework:</p> <p>Outcome 1: The organisation values EEO/diversity and the work environment is free from racial and sexual harassment.</p> <p>Outcome 2: Workplaces are free from employment practices that are biased or discriminate unlawfully against employees or potential employees.</p> <p>Outcome 3: Employment programs and practices recognise and include strategies for EEO groups to achieve workforce diversity.</p> <p>Workforce diversity is a business imperative and is part of good human resource management practice. An inclusive and accepting workplace has benefits for all employees. A diverse workforce will attract and retain quality employees, which translates into effective business decisions and effective service delivery.</p> <p>I encourage all staff to embrace equity and diversity. The EEO Management Plan is our foundation for a working environment free from harassment and discrimination. Through the implementation of this Plan we will strive to build a workforce and supporting organisational culture that reflects the diversity of the greater community. Our Plan is a live document that we will continue to develop and build on for our future success.</p> <p>I look forward to ongoing commitment and involvement from all staff in implementing this EEO Management Plan.</p>					
CEO Name:		Gary Tuffin		CEO Signature:	Date:

EEO Management Plans can be scanned and emailed to deope@opssc.wa.gov.au sent via post to
Office of Equal Employment Opportunity, Locked Bag 13, Cloisters Square, Perth WA 6850

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9.6 Roads to Recovery Program

Location:	N/a
Applicant:	N/a
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To consider passing a motion of support for the retention of the Roads to Recovery Program beyond June 2014.

Attachment

Letter dated 28/07/01 – Australian Local Government Association

Background

The President received a letter from the Australian Local Government Association requesting council's support for the retention of the Roads to Recovery program beyond 2014.

The Roads to Recovery Program operates uniformly across Australia. Under current arrangements, each council is guaranteed a share of the total available funding. Spending decisions are made locally and reported to the government, money is paid directly from the Australian Government to council.

Commentary

A draft recommendation has been prepared by ALGA for council's consideration

Shire of Cunderdin calls on the Federal Government to:

- *Recognise the successful delivery of Roads to Recovery Program by local government since 2000*
- *Continue the Roads to Recovery Program on a permanent basis to assist local government meet its responsibilities of providing access for its communities;*
- *Continue the Roads to recovery Program with the current administrative arrangements; and*
- *Provide an increased level of funding under a future Roads to recovery Program that recognises the shortfall of funding on local roads of \$1.2 billion annually*

Statutory Implications

There are no statutory implications in considering this item.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

Council's Roads to Recovery funding allocation over the life of the current program (2009-2014) is \$1,529,895.00

The loss of this program would have a very large impact on council's Budget and its ability to maintain its road network to a reasonable and safe standard.

Strategic Implications

The Roads to Recovery program provides essential funding to assist local government to maintain their road network, and help ensure the asset maintenance gap does not spiral further out of control. Local government analysis shows that the backlog of needs on local roads nationally remains high and is now estimated to be about \$1.2 billion annually.

Recommendation 9.6

That the Shire of Cunderdin calls on the Federal Government to:

- (a) Recognise the successful delivery of Roads to Recovery Program by local government since 2000
- (b) Continue the Roads to Recovery Program on a permanent basis to assist local government meet its responsibilities of providing access for its communities;
- (c) Continue the Roads to recovery Program with the current administrative arrangements; and
- (d) Provide an increased level of funding under a future Roads to recovery Program that recognises the shortfall of funding on local roads of \$1.2 billion annually

Moved Cr Graham Cooper

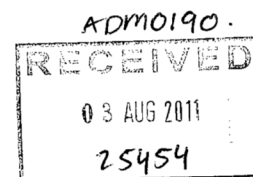
Seconded Cr Dianne Kelly

Vote – Simple majority

Carried 8/0



AUSTRALIAN LOCAL
GOVERNMENT ASSOCIATION



28 July 2011

Mayor Carter
Shire of Cunderdin
PO Box 100
CUNDERDIN WA 6407

Dear Mayor Carter

Roads to Recovery Program

We achieved the Roads to Recovery Program because of strong and united local government campaigning in 2000. Further campaigns by local government have been very successful with two extensions to the Program and a funding increase to \$350m per annum in 2009. By the time the current Program ends in 2014 more than \$4.5 billion in additional funding will have been provided for local roads.

It is now time for local government to again mount a campaign for increased and ongoing Roads to Recovery Program funding. There is no question that local government needs the funding. The Australian Local Government Association (ALGA) commissioned research, released at the 2010 National Local Roads and Transport Congress in Bunbury, which shows that the national shortfall in the level of funding for local roads amounts to about \$1.2 billion annually.

ALGA will be launching local government's Roads to Recovery campaign at the 2011 National Local Roads and Transport Congress being held in Mount Gambier from 16-18 November.

Our campaign needs the support of every council and in advance of the launch I am asking your council to pass a resolution of support. A suggested text for your council's motion is attached.

The motion calls for the Roads to Recovery Program to be made permanent at a rate that recognises the backlog of needs on local roads and a continuation of the current popular and successful arrangements. These arrangements provide all councils with certainty of funding and give them the control over the works to be funded.

8 Geils Court Deakin ACT 2600
ABN 31 008 613 876

PHONE 02 6122 9400
FAX 02 6122 9401

EMAIL alga@alga.asn.au
WEB www.alga.asn.au

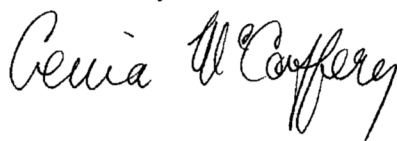
You will notice that the motion does not link the ongoing Roads to Recovery Program to any source of funding such as fuel excise. I have discussed the suggested wording for the motion with all state associations and we have agreed not to link the campaign to a funding source at this time because of uncertainty arising from the announcements to review fuel excise by the Productivity Commission, the review of the Financial Assistance Grants and the Henry Taxation Review recommendations on road user charging. You may be assured that ALGA will be making the strongest possible representations to these reviews to protect and improve local government's financial position.

As part of our campaign, it is important to ensure that national political leaders are left in no doubt about local government views. I am therefore asking that you write to the Prime Minister, the Leader of the Opposition, Minister for Infrastructure and Transport, Opposition spokesperson for Transport and your local Federal Member of Parliament to advise them of councils' support for a new Roads to Recovery Program. I have enclosed some possible text for such letters which you might find useful. To help coordinate the campaign, I would appreciate your advice when council has passed this motion.

Our advocacy on this vital issue will be strengthened by a show of unity and it is important that as many councils as possible attend the Congress in Mount Gambier for the launch of the Roads to Recovery campaign to show local government's strong support for its extension. I will be writing separately with a brochure on the arrangements for the Congress. In the meantime you can register for the Congress using the ALGA website and take advantage of cheap "early bird" registrations rates.

I have no doubt that by working together we can successfully take the argument to the Federal Government on Federal local road funding and achieve a new Roads to Recovery program.

Yours sincerely

A handwritten signature in black ink, reading "Genia McCaffery". The signature is fluid and cursive, with the first name "Genia" written in a larger, more prominent script than the surname "McCaffery".

Mayor Genia McCaffery
President

**TEXT OF POSSIBLE COUNCIL RESOLUTION ON THE ROADS TO
RECOVERY PROGRAM**

[insert name of council] calls on the Federal Government to:

- **recognise the successful delivery of the Roads to Recovery Program by local government since 2000;**
- **continue the Roads to Recovery Program on a permanent basis to assist local government meet its responsibilities of providing access for its communities;**
- **continue the Roads to Recovery Program with the current administrative arrangements; and**
- **provide an increased level of funding under a future Roads to Recovery Program that recognises the shortfall of funding on local roads of \$1.2 billion annually.**

9.7 ESL Levy Administration

Location:	N/a
Applicant:	FESA
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

Council is requested to authorize the Shire President & CEO to sign and affix the Common Seal to the "Option B" FESA Levy Administration agreement.

Attachment

Letter dated 28/07/01 – FESA

Background

On 14 June 2011 FESA posted new Option B Agreements (2 copies), under a covering letter, to each of the Chief Executive Officers of the 118 Councils that operated on an Option B.

The new agreement (established under the provisions of section 36ZJ of the Fire and Emergency Services Authority Act 1998) are Standing Agreements (commencing 1 July 2011 with an open-ended term) and include a revised clause 3 that enables either party (FESA or the Council) discretion to trigger a review of the term of the Agreement by providing timely written notice to the other party. The agreement can be terminated by either party giving 3 months written notice.

A survey initiated by FESA in March 2011, in which most local governments participated, indicated overwhelming support for the concept of Standing Option B Agreements and their introduction from 1 July 2011 reflects FESA's ongoing commitment to establish efficient and standardised ESL administrative arrangements wherever possible.

Commentary

That the Shire President & CEO be authorized to sign and affix the Common Seal to the "Option B" FESA Levy Administration agreement.

Statutory Implications

There are no statutory implications in considering this item.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

The Shire will be required to remit to FESA the total ESL for the current levy year by four instalments on the 21st day of the months of September, December, March & June respectively of that levy year.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.7

That the Shire President & CEO be authorized to sign and affix the Common Seal to the "Option B" FESA Levy Administration agreement

Moved Cr Dennis Whisson

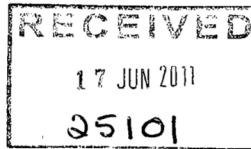
Seconded Cr Doug Kelly

Vote – Simple majority

Carried 8/0



Government of Western Australia
Fire & Emergency Services Authority



480 Hay Street Perth
Western Australia 6000
PO Box 1174 Perth WA 6844
Telephone (08) 9323 9300
Email fesa@fesa.wa.gov.au
www.fesa.wa.gov.au

Our Ref: 5894

Mr Gary Tuffin
Chief Executive Officer
Shire of Cunderdin
PO Box 100
Cunderdin WA 6407

Dear Gary

**EMERGENCY SERVICES LEVY ADMINISTRATION
– SECTION 36ZJ 'OPTION B' AGREEMENT**

I refer to earlier communications between the Fire and Emergency Services Authority of WA (FESA) and Council representatives on this matter. Please find attached two copies of the 'Option B' Agreement, prepared in accordance with Section 36ZJ of the *Fire and Emergency Services Act 1998*, which I have signed under 'witness' as the duly authorised officer on behalf of the Minister for Police; Emergency Services; Road Safety.

With 85% of Councils administering the ESL under an Option B Agreement in 2010/11, it is now well accepted that the payment of ESL under Option B is a simpler and more efficient ESL administrative arrangement. FESA recently conducted a survey to obtain local government feedback about the administratively efficient concept of introducing standing (open-ended term) Option B Agreements from 1 July 2011. Most local governments participated in the survey and the feedback indicated overwhelming support for the concept.

As far as possible, FESA is keen to standardise the arrangements and documentation associated with the Option B ESL administrative process. Accordingly, FESA has prepared two copies of a new standing Agreement for Council's consideration. Under the 'Option B' arrangement Council will be required to:

- continue to make ESL related payments by the twenty-first day of September, December, March and June [in accordance with clause 5(a)(i)];
- continue to lodge an 'ESL Assessment Profile Return Form' (Form A) on an annual basis and within 14 days of the issue of Rates/ESL Notices. This declaration will be used to determine ESL payments. Notwithstanding this, please note that FESA reserves the right under Clause 6(b) to adopt its own ESL billing estimate to quantify ESL payment amounts if Council should fail to lodge a Form A by 1 September of each levy year; and
- lodge an 'ESL Billing Adjustment Advice' (Annexure A) for each levy year to 30 June by 31 July of the succeeding levy year, in accordance with Clause 6(c).

Our Vision: A Safer Community



2.

If the new Agreement is acceptable please arrange for both of the attached copies to be signed under the Council's Common Seal and then return one copy to FESA.

Thank you for your cooperation in this regard and should you wish to discuss this matter further please contact Dale Fulcher, FESA's ESL Funding Coordinator by email dale.fulcher@fesa.wa.gov.au or by telephone on 9323 9485.

Yours sincerely

A handwritten signature in black ink, appearing to read 'JAW', followed by a horizontal line.

**JO HARRISON-WARD
CHIEF EXECUTIVE OFFICER**

14 June 2011

Our Vision: A Safer Community



THIS AGREEMENT is made the 1st day of July 2011

BETWEEN

The Fire and Emergency Services Authority of Western Australia, a body corporate established by the Fire and Emergency Services Authority of Western Australia Act 1998 of 480 Hay Street Perth ("**FESA**")

AND

the local government whose name and address appear in Item 1 of the Schedule hereto ("**LG**")

WHEREAS

- (A) Under section 36ZJ of the Fire and Emergency Services Authority of Western Australia Act 1998 ("**the FESA Act**") FESA may, with the approval of the Minister, enter into a written agreement with a local government that provides for the local government to pay to FESA an amount equal to the total amount of levy payable for a levy year on all leviable land in the local government's district.
- (B) The LG is a local government incorporated under the Local Government Act 1995 and has agreed to enter into this ESL agreement with FESA.
- (C) The Minister for Police; Emergency Services; Road Safety has approved FESA entering into this ESL agreement.

NOW THE PARTIES HERETO AGREE AND DECLARE as follows:-

- 1. Words and expressions specifically defined in the FESA Act whenever used in this ESL agreement shall have the same meaning as in the FESA Act unless expressly defined herein or the context otherwise requires.
- 2. This ESL agreement is made subject to the provisions of the FESA Act and the parties hereto shall observe, perform and comply with all applicable provisions of the FESA Act and the Regulations thereunder and any Ministerial guidelines for the time being issued by the Minister under section 36Y of the FESA Act ("**the Guidelines**") as if fully set forth herein as agreements by the parties.
- 3. This ESL agreement shall commence on the date mentioned in Item 2 of the Schedule ("**the Commencement Date**") and shall enure until one of the parties gives to the other at least 3 months written notice that this ESL agreement is to terminate ("Term") whereupon after the said period of notice this ESL agreement is to end.
- 4. The LG shall calculate the total amount of levy payable for each separate levy year the subject of this ESL agreement on all leviable land, excluding land owned by the LG, for the time being in the LG's district ("**the Total ESL**") at the time or times and in the manner specified in the FESA Act and Regulations thereunder and the Guidelines.

5. (a) The LG shall pay to FESA the Total ESL for the current levy year without abatement or deduction whatsoever EITHER:
 - (i) by four instalments on the twenty-first day of the months of September, December, March and June respectively of that levy year; OR
 - (ii) with the prior written consent of FESA, by one single instalment on the twenty-first day of September in the levy year.

The payment option to apply will be specified in Item 3 of the Schedule ("Elected Payment Option").

- (b) The September, December and March instalments under clause 5(a)(i) shall each be for an amount equal to thirty per cent (30%) of the Total ESL for that levy year.
 - (c) The June instalment under clause 5(a)(i) shall be for an amount equal to ten per cent (10%) of the Total ESL for that levy year.
 - (d) The LG must ensure that each instalment under clause 5(a)(i) or 5(a)(ii) (as the case may be) is received by FESA no later than 5.00 p.m. on the date hereinbefore fixed for payment of that instalment, and in this respect time shall be of the essence of this agreement PROVIDED that if the date fixed for payment of an instalment is a Saturday, a Sunday or a gazetted public holiday in Western Australia, the LG must ensure that the instalment is received by FESA prior to that date on a day which is not a Saturday, Sunday or gazetted public holiday.
6. (a) Within fourteen (14) days after the date of issue by the LG of its levy assessment notices in each levy year, the LG must duly complete and deliver to FESA an Emergency Services Levy Assessment Profile Return Form in accordance with Schedule 4 of FESA's Emergency Services Levy Manual of Operating Procedures issued for the leviable year concerned.
 - (b) In the event that an Emergency Services Levy Assessment Profile Return Form is not delivered by 1 September of the leviable year concerned, **FESA will estimate** the ESL payable for land that is located within the LG area concerned. This ESL billing estimate will determine quarterly instalment amounts under clause 5(a)(i) or the single payment amount under clause 5(a)(ii) and any variation between the LG assessment and the FESA estimate will be adjusted in the next instalment for a LG paying quarterly instalments under clause 5(a)(i) or as a special adjustment (invoice for increase or refund for reduction, as the case may be) for a LG making a single payment under clause 5(a)(ii).

3.

- (c) Following the completion of each and every levy year to which this Agreement relates, and prior to 31 July next, the LG must duly complete and provide to FESA an ADVICE OF EMERGENCY SERVICES LEVY ADJUSTMENT ("ADVICE"), in the form of Annexure "A" hereto, containing full written details of any adjustments made or required to be made to any of the figures previously supplied to FESA by the LG, under the provisions of this ESL agreement, to ensure that payments due under this Agreement can be accurately calculated in accordance with clauses 5(d) and 5(e).
 - (d) Where any adjustments have been made to any of the figures previously supplied to FESA by the LG under the provisions of this ESL agreement and full written details of those adjustments have been supplied to FESA under clause 6(c), by a LG making payments in accordance with clause 5(a)(i):
 - (i) on or before 31 May, then, if requested by the LG, the June instalment of that levy year will be increased or reduced (as may be appropriate) by the full nett amount of any adjustments referred to in the ADVICE provided by the LG under clause 6(c); or
 - (ii) on or before 31 July, then the September instalment of the next levy year will be increased or reduced (as may be appropriate) by the full nett amount of any adjustments referred to in the ADVICE provided by the LG under clause 6(c); or
 - (iii) after 31 July, the next available levy instalment will be increased or reduced (as may be appropriate) by the full nett amount of any adjustments referred to in the ADVICE provided by the LG under clause 6(c).
 - (e) Where the LG with the prior written consent of FESA pays to FESA the Total ESL for the current levy year by one single instalment under clause 5(a)(ii), the provisions of clauses 5(b), 5(c), and 6(d)(i) shall not apply. If 6(d)(iii) applies the LG must pay to FESA the full amount of any adjustment due and owing to FESA contemporaneously with its provision of the ADVICE, or FESA must refund to LG the full amount of any overpayment by LG within 21 days of receipt of the ADVICE.
7. FESA shall pay to the LG the fees determined by the Minister from time to time under section 36W of the FESA Act for the LG's assessment, collection and recovery of the levy and levy interest in each levy year, not later than 31 October in the levy year.

8.
 - (a) EXCEPT as expressly provided in this ESL agreement, FESA shall not be liable or obliged to pay or reimburse the LG for any loss, costs, fees, charges, duties, expenses or liabilities whatsoever in respect of or arising out of or related to the assessment, collection and recovery of the levy or levy interest or the performance of the LG's obligations under this ESL agreement or the FESA Act.
 - (b) The LG must pay to FESA in full all monies payable by the LG to FESA under this ESL agreement on the due dates for payment thereof notwithstanding that the LG has failed or been unable to collect, recover or receive any of those monies from the person or persons liable for payment thereof for whatever reason or cause.
9.
 - (a) If the LG commits a breach or default of any provision of this ESL agreement or the FESA Act which is capable of being remedied by subsequent performance, FESA may, without prejudice to any right of action or remedy which has accrued or may accrue in favour of either party, by notice in writing to the LG specify the breach or default and require the LG within a reasonable time specified in the notice to remedy the breach or default.
 - (b) FESA may, by notice in writing to the LG, immediately terminate this ESL agreement in whole or in part, but without prejudice to any right of action or remedy which has accrued or may accrue in favour of either party where the:-
 - (i) LG is in breach or default of a material or essential term of this ESL agreement, whether or not FESA has given notice under paragraph (a) herein in relation to that breach or default;
 - (ii) LG has failed to comply with a notice under paragraph (a) of this clause;
 - (iii) LG commits a breach or default under this ESL agreement or the FESA Act which is not capable of being remedied, whether or not FESA has given notice under paragraph (a) in relation to that breach or default; or
 - (iv) Council of the LG is suspended or dismissed under Part 8 of the Local Government Act 1995.
10. The provisions of this Agreement may only be changed by written agreement between the parties.
11. FESA and the LG shall also observe, perform and comply with the Additional Clauses (if any) contained in Item 4 of the Schedule hereto.

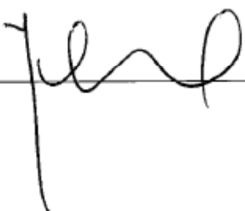
5.

In witness whereof the parties have executed this ESL agreement on the day and year first hereinbefore written.

Signed for and on behalf of
The Fire and Emergency Services Authority of Western Australia
by Jo Harrison-Ward Chief Executive Officer
and being a person duly authorised under
section 38(5) of the FESA Act:

 Chief Executive Officer

in the presence of:

 Witness

The Common Seal of
The Shire of Cunderdin
was hereunto affixed by the authority of a resolution
of the Council in the presence of:

_____ Lord Mayor/Mayor/President

_____ Chief Executive Officer

9.8 Cunderdin Toy Library

Location:	N/a
Applicant:	Cunderdin Toy Library
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To consider a request from the Cunderdin Toy Library for a 5 year agreement for the use of the Old Playgroup Building.

Attachment

Letter dated 29th August 2011 – Cunderdin Toy Library

Background

Council at its meeting held on 16th June 2011 gave consideration to the establishment of “Nature & Grace” in the Town Hall and resolved;

- a) that Council grant approval to Debra Farmer to use the old Land Care office for an initial period of six (6) months, with a further option for six (6) months.***
- b) that Council accepts Debra Farmer’s cleaning proposal in return for her cleaning services as outlined in her email dated 13th June 2011 “The Cleaning proposal would include the Hall (Gym) and toilets”.***
- c) that Council may remove the approval by providing 30 days written notice.***

This resulted in requesting the Cunderdin Toy Library to vacant the Town Hall Office. The Toy Library was offered the Old Playgroup building, which they accepted.

The Cunderdin Toy Library are now seeking from Council a fixed term arrangement for the continued use of the Old Playgroup Building for a 5 year period.

Commentary

Council are requested to give consideration to granting the Cunderdin Toy Library a 5 year agreement/lease, expiring 1st September 2016.

Statutory Implications

3.58. Disposing of property

- (1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

30. Dispositions of property to which section 3.58 of Act does not apply

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if —
 - (a) the land is disposed of to an owner of adjoining land (in this paragraph called ***the transferee***) and —
 - (i) its market value is less than \$5 000; and
 - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;
 - (c) the land is disposed of to —

Policy Implications

There are no policy implications in considering this item.

Financial Implications

The Old Playgroup building is being provided to the Cunderdin Toy Library free of charge.

Strategic Implications

There are no strategic implications in considering this item.

Resolution9.8

That Council resolve to grant a 5 year lease to the Cunderdin Toy Library, expiring 1st September 2016.

Moved Cr Dennis Whisson

Seconded Cr Dianne Kelly

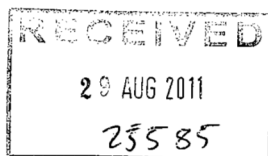
Vote – Simple majority

Carried 8/0

CEO - The old playgroup building is currently not used by anyone and is unlikely to be used due to its design. The building is very suitable for the Toy Library.

General discussion was held in regards to whether any fee or lease payment should be charged, it was agreed that the building should be provided free of charge, as the service provided is as a community service (not for profit).

Cunderdin Shire
Lundy Ave
Cunderdin
WA 6407



Cunderdin Toy Library
c/- Cunderdin CRC
57 Main Street
Cunderdin
WA 6407

Monday 29th August 2011

Dear Gary Tuffin,

The Cunderdin Toy Library would like to have an agreement with the Cunderdin Shire about the length of use of the old Playgroup building which we have recently moved into. It concerns us that we may be asked to move again and we would like a firm offer from the Shire about a definite time frame of residence.

The Toy Library committee would like to suggest a five year nominal lease agreement between the two groups.

Please contact me if you would like to discuss the matter further or have any questions. Thank-you

Kind Regards

Louise Snooke
Toy Library Co-ordinator

9.9 Cunderdin Airfield - Hut 114

Location:	N/a
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

Council is to consider writing off the following bad debt.

Mr D Garrity - Balance outstanding \$12,793.90, being for rent and utilities charges not paid for Hut 114 Cunderdin Airfield.

Attachment

None.

Background

Council at its ordinary meeting Ordinary Meeting held on the 19th May 2011 resolved as follows;

- a) ***Council serves a Section 135 Health Act Notice declaring that the airfield buildings unfit for human habitation and requiring that no persons occupy the building and for the occupants to vacate the building within 14 days of the notice being served.***
- b) ***Council authorise the Chief Executive Officer & Deputy President to negotiate satisfactory terms and conditions with Bob Milligan, in regards to his tenancy.***
- c) ***Council authorise the Chief Executive Officer & Deputy President to negotiate ownership of the huts that are allegedly privately owned.***
- d) ***Council request the Chief Executive Officer to negotiate with the Asbestos Specialist to get prices to carry out necessary works at the airfield.***
- e) ***Council request the Chief Executive Officer to investigate funding options to pay for necessary works to be carried out.***

Commentary

Mr Garrity no longer resides at the Cunderdin Airfield and has agreed to transfer ownership of Hut 114 to Council in return for the write-off of his current debts to council. It is the administration's view that Mr Garrity has no financial capacity to pay this debt. Furthermore, in recent times a number of attempts have been made through Council's Debt Collection Agency to recover this debt without result.

Council are requested to now write-off his debt (\$12,793.90) that has accumulated over a number of years.

Statutory Implications

The Local Government Act 1995 Part 6 Division 4

Section 6.12 Power to defer, grant discounts, waive or write off debts

- (1) Subject to subsection (2) and any other written law, a local government may -
 - (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money;
 - (b) waive or grant concessions in relation to any amount of money; or
 - (c) write off any amount of money,

which is owed to the local government.

* Absolute majority required.

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

Local Government (Financial Management) Regulations 1996, Part 4

Regulation 42 Information about discounts, incentives, concessions and write-offs

- (1) The annual financial report is to include for each discount or other incentive granted for early payment of any money and in respect of each waiver or concession in relation to any money -
 - (a) in respect of a discount -
 - (i) the amount of the discount, or the percentage discount, allowed; and
 - (ii) the circumstances in which the discount was granted;
 - (b) in respect of an incentive other than a discount -
 - (i) a brief description of the incentive scheme; and
 - (ii) a statement of how that incentive was claimed;and
 - (c) in relation to a waiver or concession -
 - (i) a brief description of the waiver or concession;
 - (ii) a statement of the circumstances in which it was granted;
 - (iii) details of the persons or class of persons to whom it was available; and
 - (iv) the objects of, and reasons for, the waiver or concession.
- (2) The annual financial report is to include, separately in relation to all general rates, each specified area rate, each service charge and all fees and charges imposed under the Act or any other written law details of -
 - (a) the total amount of the discounts granted;
 - (b) the total cost to the local government of each incentive scheme;

- (c) the total cost, or reduction of revenue, to the local government of the waiver or grant of a concession; and
- (d) the total amount of money written off.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

Reduction of \$12,793.90 to debtors.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.9

Council resolve to write off Sundry Debtor, Mr D Garrity for an amount totalling \$12,793.90

Moved Cr Graham Cooper

Seconded Cr Clive Gibsone

Vote – Absolute majority

Carried 8/0

9.10 Section 70A notice – Subdivision Condition

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to a Section 70A Notice.

Attachment

WAPC Approval (#143478) dated 24th March 2011

Background

Council gave consideration and approved the Fire Management Plan for this subdivision at its meeting held on 19th May 2011.

Section 8.3 (Developer Responsibilities) of the Fire Management Plan states;

“Prior to subdivision being given final approval by the WAPC the developer shall

- Lodging a “notification” on each Certificate of Title proposed by this subdivision...”*

Commentary

The property owner has prepared the necessary Section 70A Notice as per the condition of approval.

Statutory Environment

Transfer of Land Act 1893

Shire of Cunderdin Local Law (Standing Orders) 2001 Part 19 – Common Seal

Policy Implications

There are no policy implications in considering this item

Financial Implications

All costs are met by the applicant in relation to the preparation and lodgement of the notice.

Strategic Implications

There are no strategic implications in considering this item

Resolution 9.10

That Council authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the “Notification under Section 70A” document in accordance with the subdivision approval (#143874) and corresponding Fire Management Plan conditions.

Moved Cr Clive Gibsone

Seconded Cr David Beard

Vote – Simple majority

Carried 8/0

WESTERN



AUSTRALIA

RECORD OF CERTIFICATE OF TITLE **UNDER THE TRANSFER OF LAND ACT 1893**

REGISTER NUMBER 6949/DP117397	
DUPLICATE EDITION 1	DATE DUPLICATE ISSUED 21/12/2006

VOLUME
2644FOLIO
600

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

R. Roberts
 REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 6949 ON DEPOSITED PLAN 117397

REGISTERED PROPRIETOR: **(FIRST SCHEDULE)**

WENDOVER NOMINEES PTY LTD OF POST OFFICE BOX 46, CUNDERDIN
 (A K024142) REGISTERED 14 DECEMBER 2006

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: **(SECOND SCHEDULE)**

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
 * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
 Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1121-73 (6949/DP117397).
 PREVIOUS TITLE: 1121-73.
 PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
 LOCAL GOVERNMENT AREA: SHIRE OF CUNDERDIN.

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon May 2 16:58:55 2011 JOB 36655329

[illegible]

FORM N1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

Formerly Lot 6949
On Deposited Plan 117397

New Lot 804
On Deposited Plan 71327

EXTENT

Whole

VOLUME

2644

FOLIO

600

REGISTERED PROPRIETOR (Note 2)

Wendover Nominees Pty Ltd
Post Office Box 46
Cunderdin WA 6407

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

Shire of Cunderdin

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

"In accordance with condition No. 2 of the Western Australian Planning Commission Approval (143478) and the Fire Management Plan, I / we hereby agree to advise prospective purchasers of the proposed lots of their responsibilities under the Fire Management Plan."

Dated this

day of

Year

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed

in the
presence of

Signed

in the
presence of

R. Bacon
JP RONALD GIVE GIBSON
WAS 621, 63 MAIN ST
CUNDERDIN. J.P.

R. Bacon
JP RONALD GIVE GIBSON
63 MAIN ST
WAS 621, CUNDERDIN. J.P.

10.0 Manager of Environmental Services Report

10.1 Manager of Environmental Health and Building Services Report

Location:	Cunderdin
Applicant:	Shire of York
Meeting Date:	15 th September 2011
Author:	J Anderson
Item Approved by:	Chief Executive Officer

Cunderdin Airfield

Hut 112

The Shire received a letter from the Executive Director of Public Health Dr Tarun Weeramanthri on the 19 August 2011 regarding the appeal of the *Health (Asbestos) Regulations 1992* Notice by Mr Milligan.

Dr Tarun Weeramanthri has advised the Shire that Subsection 8 (3) of the Regulations requires the appeal to be made in writing within 28 days of the service of Notice. Mr Miligan lodged his appeal 61 days after the Notice was served.

Dr Weeramanthri has advised that as the Notice was not appealed within the 28 days he is unable to consider the appeal and that it is now up to the Shire to negotiate a satisfactory outcome.

Negotiations were made with Mr Milligin on the 30 August 2011 and Mr Miligan agreed to sell Hut 112 to the Shire for a payment of \$1,500.

Care Taker's Hut

The *Health (Asbestos) Regulations 1992* Notice remains in place for Mr Milligan to repair or remove the roof of the care taker's hut.

Hut 114

The Section 137 and 138 of the *Health Act 1911* Notice for Hut 114 to be taken down and removed was served on the 11 July 2011.

The 28 days to appeal this Notice has expired and the Shire has not received notification from the State Administrative Tribunal that an appeal against this Notice has been lodged.

The Shire has received notification from the family of Mr Garrity that they wish time to remove personal items from the hut.

The Shire is now able to proceed to demolish the Hut. The Notice requires the Hut to be demolished by the 10 October 2011.

BUILDING REPORT

Building Approvals

No Building Approvals for the months of August 2011.

Nil

Building Refusals

No Building Approvals for the months August 2011.

Nil

Proposed Shed – Land Subject To Inundation By Flood Water

The owner of low lying land in Cubbine Road, previously refused permission to build, has been advised of alternative measures required to be implemented that may enable him to proceed with his application . The lot was later inspected after a rainfall event with the Cunderdin Shire President to confirm the extent of the stormwater inundation problem.

POLICY DEVELOPMENT

Stormwater Disposal from Dwellings

A policy is being drafted up for stormwater disposal from dwellings to include small rain water tanks with an overflow to dispersion trenches, this will be circulated for comment.
Still ongoing.

Small Garden Sheds

A policy is being drafted up for small garden sheds up to 15-20 m2 not to require a Building Licence, this will be circulated for comment. Still ongoing.

Resolution 10.2

That Council resolves to accept the report from the Manager of Building and Environmental Services for the 15 September 2011.

Moved Cr Dianne Kelly

Seconded Cr Dennis Whisson

Carried 8/0

Resolution 10.2.1

That the CEO be authorised to offer Mr Bob Milligan up to \$6,000 for the outright purchase of the Airfield Cottage & further offer Mr Milligan free tenancy for up to 12 months (excluding utility charges), which is to be reviewed annually.

Moved Cr Clive Gibsone

Seconded Cr David Beard

Carried 7/1

11.0 Works Supervisor's Report

11.1 Tender 1 – 2011/12

Location:	Cunderdin
Applicant:	Manager of Works and Services
Date:	15 th September 2011
Author:	Mark Burgess
Item Approved by:	Chief Executive Officer

Proposal

Council are requested to give consideration to not accepting any Tender submitted for Tender 1 -2011/12 Plant Hire.

Background

In anticipation of the substantial additional works to the Cunderdin/Quairading Road during 2011/12 tenders were called for the supply of various items of plant.

Comment

Council have now been advised that its funding for 2011/12 has been halved. Therefore, it is unlikely any substantial quantity of additional plant will be required and will be sourced on an as needs basis.

Furthermore, it is unlikely that if any external plant is required that it will exceed the \$100,000 threshold. Should council's works program change or the works process change resulting in the need for additional machinery due to the expected hire value(s) the Manager of Works will once again call for tenders.

Council has already tendered and awarded the tender for bitumen works for 2011/12.

Policy implications

Council's purchasing policy will apply.

Statutory Implications

Section 3.57 of the Local Government Act 1995.

Financial Implications

None.

Strategic Implications

None

Recommendation 11.1

(a.) That Council not accept any Tender submitted for Tender 1- 2011/12.

(b.) That all Tenderers be advised of (a.) above.

Moved : Cr Doug Kelly

Seconded: Cr Todd Harris

Vote – Simple majority

Carried: 8/0

11.2 Work Supervisors Report

Location:	Cunderdin
Applicant:	Manager Works and Services
Date:	15 th September 2011
Author:	Mark Burgess
Item Approved by:	Chief Executive Officer

Proposal

Council is to receive the Manager of Works and Services Report for September 2011

Comment

Please find below a brief update in relation to the Works Program, and proposed works

Construction

Cunderdin Wyalkatchem Rd

At present we have completed approximately 3 kms of shoulder work on this road and will now continue with the last 6km of this section of road.

Cunderdin Quairading road will start in earnest Monday the 12th of September. It is suggested that we do full overlays on the sections missed previously due to Main Roads input to ensure longevity of this road for time to come. After looking at the money allocated to Cunderdin it is felt the majority can be completed to a minimum standard that will carry heavy loads.

It is felt that any additional funding required to complete the works may be obtainable through future funding allocations brought forward. I will have a full works program and costing for council's consideration for the September meeting.

Gravel Sheeting Works

None has been carried out at this point

The Manager of Works & CEO attend an on-site (road inspection) meeting on the 8th September 2011 to investigate a complaint about the condition (running surface) of 8 Mile Gate Road.

The road is constructed from a blue clay material that is subject to serve potholing & rutting after rainfall. Whilst a grade with moisture in the road (next rain) will address the issue in the short term a 100mm sheet of gravel would address the problem over the longer term.

It is recommended that council give consideration to amending it's 2011/12 Budget and make provision of \$13,000.00 for the resheeting of a 400 metre section of 8 Mile Gate Road commencing at Pascoe Road, Cunderdin.

Maintenance Grading

Maintenance grading has continued within the shire however roads that did not need a second or third grade did not receive one

Outside Staff

Clinton is on annual leave

Keith is on Annual Leave

Plant Maintenance

See attached

General

Council may have seen our grader working on Great Eastern Hwy recently, this was a trial to work in with contractors with the intent to be in a position to take on these works under Council's banner. Whilst it has not worked totally as planned it is felt that the PR achieved with this will assist council further develop its relations with Main Roads for future work.

Our grader (with operator) was on hire for just over a week.

Meckering Sports Project

Tennis courts in Meckering are almost at a stage handover back to the contractor can happen

Statutory Implications

Section 6.8 of the Local Government Act states;

6.8. Expenditure from municipal fund not included in annual budget

- (1) *A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —*
- (a) *is incurred in a financial year before the adoption of the annual budget by the local government;*
 - (b) *is authorised in advance by resolution*; or*
 - (c) *is authorised in advance by the mayor or president in an emergency.*

** Absolute majority required.*

Financial Implications

The Manager of Works has identified that works required on Throssell Road (2011/12 allocation - \$63,035) could be undertaken for around \$50,000, therefore, will not require its original budget allocation.

That council amend its budget as follows:

Decrease account "8821092001 – Throssell Road" by	\$13,000.00
Increase account "new – 8 Mile Gate Road" by	\$13,000.00

Strategic Implications

Nil

Resolution 11.2

- (a) That the Manager of Works and Services Report for September 2011 be received.
- (b) That in accordance with section 6.8 of the Local Government Act, new expenditure of \$13,000 (resheeting works) previously not budgeted for on 8 Mile Gate Road be authorised by Council
- (c) The 2011/2012 Annual Budget be amended as detailed below;
- Decrease account "8821092001 – Throssell Road" by \$13,000.00
- Increase account "new – 8 Mile Gate Road - resheet" by \$13,000.00

Moved : Cr Doug Kelly

Seconded: Cr Todd Harris

Vote – **Absolute majority**

Carried: 8/0

Cr Carter left the chambers at 7:40pm and did not return.

Cr Gibsone assumed the Chair and invited the Manager of Works & Services to repond to eth following issues;

1. Mosquito spraying
2. Meckering Hockey Oval
3. Hospital Rubbish – request for a key to the transfer station.
4. Main street redevelopment

Works Manager replied;

1. Mosquito spraying will be undertaken soon, will establish a fogging program.

Cr Cooper requested public notice be given prior to fogging.

2. There is very little that can be done with the existing Meckering hockey surface, the problem is with the material selected and used.
3. The matter has been discussed with Karen Jasper (Cunderdin Hospital), and she has been advised that a key will not be provided.
4. A power point presentation was provided on the various options available.

After the presentation general discussion was held and Council agreed on the flowing design elements;

- One way traffic
- Angle parking
- Multiple entry/exist points
- The use of fully mountable kerbing on the shop front side of the carpark.

12.0 Community Development

Position vacant – No report

13.0 Environmental Project Officer Report

13.1 SEAVROC Environmental Project Officer Report

Location:	Cunderdin
Applicant:	Administration
Date:	15 th September 2011
Author:	J Vincent
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To receive the Environmental Project Officers Report for August 2011.

Attachment

Nil

Comment

Caring for our Country Wind Erosion Project

Perennial farming systems targeting wind erosion within the North Eastern and Southern Wheatbelt regions of WA

Completed site visits to all 2011 Project farmers to inspect their planting sites, take monitoring photos and undertake a farmer survey on the Project and their experiences.

Drafted the Expression of Interest application for next year's seedlings and seed available to farmers through the project. Applications will open from the end of September and will be advertised extensively through SEAVROC.

Researching current articles and media releases for Project Officers to place in local newsletters/papers to continue extension of the Project.

Contacting any local conservation groups and farmer groups and giving them information about the Project. This is an essential project component that is reported to 'Caring for our Country' and is an important communication and engagement tool to spread the word of the Project and encourage more landholders to be involved.

Monthly meetings are attended Project Officers from NEWROC and WEROC.

SEAVROC Environmental Services - Cunderdin

Commenced organisation of the next SEAVROC Planning and Land Use Management Meeting to be held in Quairading on 13th October 2011.

Attended Seminar on 'Quinoa as a new dry land crop in WA' at the University of Western Australia on 10th September 2011.

Attended Master Tree Growers Course 15th -18th August in Dowerin. This course was funded by Avongro and tailored for NRMOs and included practical and theory components. Topics covered included sandalwood, bioenergy technology industry, native tree systems, carbon farming, oil mallee industry updates and tree cropping economics.

Attended the Perth Region State NRM Conference from 23rd-25th August at the Perth Convention Centre.

A meeting was held with all members of the Next Gen SEAVROC Young Farmer's Tour on the 18th August. Tour folders and shirts were given out and the tour was discussed including information on the Congress, itinerary and requirements of tour members upon their return to their towns with regards to holding social events to share their knowledge with their peers and community. Most details for the tour have been finalised except for minor changes to the social events and bus transfers. An article on the tour will appear in next month's Avon Valley Advocate.

The provision of general advice to landholders has continued within SEAVROC on NRM issues such as pest control, revegetation, grant opportunities, remnant vegetation management, native vegetation clearing regulations and field days.

Upcoming Tasks/Events

World Congress on Conservation Agriculture (SEAVROC Young Farmers Tour) 26th September – 3rd October.

Start creating strategic offset planting plans for SEAVROC Shires to offset clearing planned for future road works.

SEAVROC PLUM Meeting – 13th October 2011. Draft and distribute agenda.

Continue to work with DEC and SEAVROC Works Managers on working towards compliance for all SEAVROC Shires under the WA Native Vegetation Clearing Regulations.

Develop four case studies on SEAVROC farmer's different management strategies for controlling wind erosion on their properties. This is a requirement under the CFC Wind Erosion Project.

Collate, edit and publish 15 case studies from NEWROC, WEROC and SEAVROC.

Circulate and advertise applications throughout SEAVROC for free seedlings/seed in 2012.

Organise social events for the SEAVROC Young Farmers to share knowledge with their peers and communities when they return from Queensland.

Continue to advertise and promote the 'Red Card for Rabbits and Foxes' baiting vouchers for landholders within the SEAVROC Shires.

Produce and distribute September SEAVROC Environmental E-News.

Resolution 13.1

That Council receive and note report 13.1

Moved Cr Graham Cooper

Seconded Cr David Beard

Vote - Simple majority

Carried 7/0

14.0 Emergency Management Services

No report

15.0 Meeting be closed to Members of the Public

No reports

16.0 Closure of meeting

Cr Gibsone declared the meeting closed at 7:55pm