

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 July 2010 in the Council Chambers, Lundy Avenue Cunderdin commencing at 5:09 pm.

G M Tuffin
Chief Executive Officer

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AGENDA

1.0 Declaration of opening

1.1 The President declared the meeting open at 5:09 pm

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 July 2010
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. Clive Gibsone

Vote – Simple majority

Carried 7/0

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 5:09pm

3.3 Declaration of public question time closed 5:09pm

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 TE (Todd) Harris

Cr DB (Doug) Kelly

Cr DT (David) Beard

4.2 Apologies

4.3 On Leave of Absence

Cr Dianne Kelly (granted 23/06/10)

4.4 Staff

G M (Gary) Tuffin

Chief Executive Officer

G (Gordon) Tester

Environmental Health Officer (Shire of York)

4.5 Guests of Council

4.6 Members of the Public

4.7 Applications for leave of absence

4.8 Declaration of Members and Officers Financial Interests

Cr Rod Carter – Gliding Club Member - Impartiality disclosure (Report 9.6)

Cr Clive Gibsone – Proximity Interest (Report 9.8)

5.0 Petitions, Deputations, Presentations

5.1 Petitions

None

5.2 Deputations

None

5.3 Presentations

None

6.0 Council Discussion

The Shire President gave a verbal report.

Held a meeting with Mr Damien O'Reily (Soaribility Project) 29/06/10 – all progressing well.

Attended the RTG meeting in York 9/07/10

Held a meeting with WANTFA – Dr David Minkey (Executive Director) – regarding Cunderdin Field Day

Held a meeting with Mr David Gray Yester Year Aviation – possible aviation operation & museum

Chaired the LEMC meeting held 14/07/10

7.0 Confirmation of the Minutes of Previous Meetings

7.1 Confirmation of Minutes of Previous Meetings

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Proposal

Council to confirm the minutes of the

- Ordinary Council meeting held on 23rd June 2010.

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 23rd June 2010

be confirmed as a true and correct record.

Moved: Cr. Doug Kelly

Seconded: Cr. Dennis Whisson

Vote – Simple majority

Carried 7/0

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 July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Proposal

Council receive the minutes of the following meetings;

- Minutes of RTG meeting 3rd June 2010

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

That the minutes of the RTG meeting held on the 3rd June 2010 be received.

Moved: Cr. Clive Gibsone

Seconded: Cr. Dennis Whisson

Vote – Simple majority

Carried 7/0

MINUTES

REGIONAL TRANSITION GROUP (RTG) MEETING

12:30pm Thursday, 03 June 2010
Shire of Brookton Council Chambers

1. PRESENT

Shire of Beverley	- Mr K Byers	- Chief Executive Officer
Shire of Brookton	- Cr B Coote	- President (<i>Until 12:21pm</i>)
Shire of Cunderdin	- Cr R Carter	- President
Shire of Cunderdin	- Cr G Cooper	- Councillor (Chair)
Shire of Cunderdin	- Mr G Tuffin	- Chief Executive Officer
Shire of Quairading	- Cr D O'Hare	- Deputy Shire President
Shire of Quairading	- Mr G Fardon	- Chief Executive Officer
Shire of York	- Cr P Hooper	- Shire President
Shire of York	- Mr R Hooper	- Chief Executive Officer
Dominic Carbone and Associates	- Mr D Carbone	- SEAVROC Executive Officer
Dominic Carbone and Associates	- Mr J Wibberley	- Assisting Mr D Carbone

2. APOLOGIES

Shire of Tammin	- Cr R Stokes	- President
Shire of Tammin	- Mr G Stanley	- Chief Executive Officer

3. **WELCOME AND CHAIR**

With the agreement of attendees, Cr G Cooper, Chairman of the SEAVROC Group Chaired the meeting, with the Chairman taking the opportunity of formally welcoming attendees.

4. **GROUPING AND MEMBERSHIP**

The Chairman opened the meeting by providing comment on the following:

- Following advice by the Chairman that an informal discussion may occur following the SEAVROC Executive Committee Meeting today, Cr R Stokes advised that he was happy for this occur, however requested that feedback be provided accordingly.
- As a result of the RTG Meeting held in Cunderdin on 13 May 2010, expectation was that the Department would provide a Draft Agreement for consideration at the June Council Meeting of each local government.
- Participating local governments would then meet to discuss the Draft Agreement and amend as required.
- Agreement to be signed by 31 July 2010.
- The Chairman provided email advice of issues raised at the RTG Meeting of 13 May 2010 to Mr G Brennan, seeking feedback from the Minister's Office.

The Chairman then commented on each issue raised at the RTG Meeting of 13 May 2010, and provided details of Mr Brennan's response, as follows:

(i) **Ability of the Local Government Advisory Board to change the Regional Business Plan without recourse by the participating local governments.**

Mr G Brennan advised that to partly cover this point, it would be appropriate for the RTG Agreement to provide for the amalgamation proposal to be forwarded to the Local Government Advisory Board by the local government participants rather than the Minister. Once the Regional Business Plan has been endorsed by the local governments, it would be highly unlikely that the Board would do anything other than consider the proposal as provided by the participants, and not change it, as has been the practice to date.

(ii) Amalgamation, Governor's Orders, Ward System and Disproportionate Representation.

The Governor's Orders can be used to lock in transitional matters such as interim representation, as advised by the Executive Officer at the RTG Meeting of 13 May 2010.

(iii) Five Year Cycle.

The response received from Mr Brennan in relation to this matter detailed an eight year cycle, with the Chairman suggesting that the Group sign off on this proposed time frame.

Following a query by Cr B Coote, the Chairman advised that this comment related to "election cycle".

(iv) Commitment to change the Local Government Act to permit a legal entity similar to the Subsidiary Model.

The Chairman advised that this would be an option of choice, subject to Ministerial approval, for future joint projects whilst also being a useful tool for RTG's.

Advice received indicated that a more detailed analysis, including looking at the Associations Incorporation Act, was being undertaken. The Western Australian Local Government Association (WALGA) has taken this matter on board, with local governments urged to continue pursuing this matter politically.

(v) What legal status does the RTG Agreement have, is it an MOU between the State Government and the Councils?

Mr G Brennan advised that an RTG Agreement would be a legally binding agreement.

The Chairman advised that Mr G Brennan had suggested that upon receipt of a Draft Agreement, the Group seek legal advice on that Agreement.

Following a query by Cr B Coote, the Chairman advised that the responses detailed were from Mr G Brennan, Chief of Staff to Minister Castrilli.

The Chairman provided further comment, detailing:

- Limited time for the Department to review issues raised, with response received outlining some minor changes.
- Following advice by the Minister and Ms W Murray that non negotiable items be included in an attached Schedule 2, the Department has indicated that such matters will be covered in the Regional Business Plan.
- For such matters to have sufficient legal standing, these should be contained within Schedule 2.
- Determination of a ward system operating on current Shire boundaries to be included in Schedule 2, whilst voting and representation to be detailed within the Regional Business Plan.

The Chairman drew attention to page 11 of the document before the meeting, seeking feedback and agreement on the key points for inclusion in Schedule 2. Further, that it was disappointing that matters had not progressed as quickly as anticipated, with the Executive Officer to liaise with Mr T Fowler and Ms C Tuthill in this regard.

Mr R Hooper raised concerns in relation to the expected timeframe, given the need for an RTG Meeting to discuss the Draft Agreement; consideration by each participating local government Council; and sign off of the Agreement by 31 July 2010. Further, suggesting that at least three Shire Presidents be nominated to seek a meeting with the Minister, who will be requested to provide instruction to the Department on what will be included in the Agreement and its Schedule to alleviate delays.

The Chairman advised that his preference was for the outcomes of this meeting to be forwarded to the Department, with the Department providing a Draft Agreement and Schedule for consideration by participating local governments at their June Council meeting.

Given time constraints, Mr R Hooper suggested that York may need to hold a Special Meeting of Council to give consideration to the Draft Agreement, with the Chairman suggesting that the Department could prepare the Draft Agreement in a reasonably short period of time, considering advice previously provided to them.

The Executive Officer advised that the Department were required to consult with Crown Law in relation to the inclusion of various Clauses, which required caution, and in itself caused delays. Further, that Clause 11 be reworded to reaffirm that certain matters were not negotiable.

Following comment by Cr R Carter, the Executive Officer suggested that the Group reaffirm those matters that are not negotiable, such as five wards and variance on representation.

General discussion followed on the following, with input by Cr P Hooper, the Chairman, Mr G Tuffin, Mr R Hooper and the Executive Officer:

- Clarification in relation to the Department detailing matters for inclusion in the Regional Business Plan as opposed to the Schedule.
- Advice from Mr T Fowler in relation to a “get out Clause” providing flexibility to the Group.
- Agreement on locking in a five ward requirement.
- Variables in relation to representation providing the balance in relation to ward structure.
- Detailing specifics within the Schedule will lock the group into those selections.
- The lesser changes to existing boundaries, the better.
- The review process would provide the ability to review boundaries at a later stage.
- Suggested wording for the Agreement: “the following conditions, aimed at protecting local identity and representation, are: . . .”.
- The need for a Clause to link those matters contained within Schedule 2 with the Agreement.
- Confirmation that Schedule 1 will include those items to be addressed by the Regional Business Plan, whilst Schedule 2 will detail what the Group considers to be not negotiable.
- Clarification on the legal standing of the Agreement post Stage 1, which includes funding provision of \$30,000 per local government for preparation of the Regional Business Plan; with the ability for local governments to withdraw with Stages 2 and 3.
- Signing of the Agreement being more than funding, with Schedule 2 determining the fundamental structure of the new organisation.

Lengthy discussion followed, with input by the Executive Officer, Mr G Fardon, Mr R Hooper, Cr P Hooper, Mr G Tuffin, Cr R Carter and Mr K Byers.

The Chairman then detailed matters that the Group considered not negotiable for inclusion in Schedule 2, namely:

1. Wards - Existing Shires to become wards in the new entity, retaining local identity and providing for representative elections.
2. Disproportionate Representation - Variance to the requirement of nine Elected Members to provide equity across the region.
3. Review Period - Extension of two electoral terms up to an eight year review period from date of amalgamation.
4. Local Service Centre in each Town - Retention of a Service Centre for each current local government community.
5. Subsidiary Model - Amendment to the Local Government Act to permit a subsidiary/legal entity model for utilisation of service and project delivery partnerships in the future.
6. Inclusion of a new Clause 3.6 - RTG to have Project Officer to be fully funded by the Department.
7. Transitional Group Member allowances to apply.

It was further agreed that the following matters are to be included in the Regional Business Plan (Schedule 1):

1. Service Delivery - Service delivery to be equal to or better than that currently provided, guaranteeing services and standards.
2. Quarantine Debt and Reserve Funds; surplus and differential rating.
3. Community Advisory Committees - Preference for Community Advisory Committees in order to protect local identity and service delivery.

4. Retention of Ancillary Services - Assistance required in retaining and maintaining ancillary services such as health, education and police service.
5. Business Plan to address staffing issues such as administrative structure with Place Managers, redundancy, etc.

Following further discussion, it was agreed that the Executive Officer seek clarification in relation to Schedule 1 – Item 1(a) detailing that participants shall pay an amount equal to the State’s contribution, up to \$5,000.

5. SUMMARY

Comment by Cr R Carter and the Chairman followed, with the Executive Officer confirming the agreed items for inclusion in Schedule 2 to the Agreement, namely:

1. A ward structure based on existing district boundaries.
2. Service Centre to be established in each ward.
3. Period for transitional representation; up to two full electoral cycles, ie eight years.
4. Progression of the subsidiary model structure, to be introduced within the Local Government Act.

The Executive Officer advised that he would clearly detail those items for inclusion in Schedule 1 and Schedule 2.

The Chairman reiterated the suggested wording for the Agreement, namely: “the following conditions, aimed at protecting local identity and representation are . . .”.

Mr G Tuffin raised concerns in relation to change following expiry of the Governor’s Orders, with comment by the Executive Officer, Chairman, Mr R Hooper and Cr P Hooper, covering:

- Legislative requirement for review within given period.
- Ability for status quo to be changed, despite review determining region working well under existing arrangements.
- Governor’s Orders are limited by time.

- Proposed legislative change for South Australia, however local governments are opposed to such change.
- Need for representation to be included in Governor's Orders.

It was agreed that the Executive Officer would pursue clarification in relation to continuance of Agreement conditions on expiration of the Governor's Orders.

6 CLOSURE

The Chairman thanked attendees for their input, advising that the Executive Officer would pursue those matters detailed during the meeting, and liaise with the Department in relation to expediting the Draft Agreement for the Group.

Cr B Coote withdrew from the meeting at 12:21pm.

Following comment by the Chairman regarding the Department seeking legal advice in relation to the Agreement, further discussion followed with input by Cr P Hooper, Mr R Hooper, the Chairman, Mr G Tuffin and Mr G Fardon, detailing:

- The possibility of holding a Special Council meeting the first week of July to accommodate adoption of the Draft Agreement.
- Suggestion of liaising with the Minister's Officer to seek official signing in late July.
- Feedback that the Minister will be away from 21 June until late July 2010.
- Indications that the Minister intended to have a formal signing of relevant parties during Local Government Week, hence finalisation required by 31 July 2010.
- Final Draft Agreement required to local governments by 13 July to facilitate timeline.
- Draft Agreement to local governments for June meeting.
- RTG Meeting following June Council meetings to agree in principle on that Draft.
- Final Draft Agreement to local governments for consideration by 13 July.

- Request that the Draft Agreement title be changed to read “Agreement between the State Government of Western Australia and the South East Avon Voluntary Organisation of Councils - Regional Transition Group (the Shires of Beverley, Cunderdin, Quairading, Tammin and York)”.

Mr R Hooper raised the query of Host Council to manage funding for the Regional Transition Group, with the Shires of York, Cunderdin and Quairading indicating their agreement to act as Host.

Following comment by the Executive Officer, it was agreed that the Shire of York would act as Host Council for funding purposes in relation to the Regional Transition Group.

The Chairman again thanked attendees for their input, stating that the Group were heading into significant times, and on signing of the Agreement, the reform process will gather momentum.

There being no further business, the Chairman declared the meeting closed at 12:31pm.

8.0 Finance Report

8.1 Financial Report for June 2010

Location:	Cunderdin
Applicant:	Manager of Finance & Administration
Date:	15 th July 2010
Author:	Loren Hempel
Item Approved by:	Chief Executive Officer

Proposal

The financial position as at 30th June 2010 is presented for consideration.

Appendices – June 2010 - Financial Statements

- Statement of Financial Activity
- 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 2008
- 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

Resolution 8.1

That council receive the financial report for June 2010.

Moved: Cr Clive Gibsone

Seconded: Cr David Beard

Vote – Simple majority

Carried 7/0

8.2 Accounts Paid and Payable – June 2010

Location:	Cunderdin
Applicant:	Manager of Finance & Administration
Date:	15 th July 2010
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 June 2010.

Appendix

Warrant of Payments for June 2010.

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 June 2010.

1.0 Accounts Already Paid

1.1 Municipal Fund –

CHEQUE NUMBERS	AMOUNT
008740-008782	\$ 61,019.82
Electronic Payments - various	\$ 366,163.43

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	\$427,183.25

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 \$ 427,183.25 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. Graham Cooper

Seconded Cr. Dennis Whisson

Vote – simple majority

Carried 7/0

Payments List - June 2010			
Date	Reference	Creditor	Amount
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 131.60
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 22.00
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 22.00
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 22.16
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 13.00
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 13.00
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 30.00
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 27.40
1/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 85.11
2/06/2010	Bank Fees	Westpac Banking Corporation	\$ 5.50
2/06/2010	Bank Fees	Westpac Banking Corporation	\$ 19.25
2/06/2010	Bank Fees	Westpac Banking Corporation	\$ 37.25
9/06/2010	EFT PAYS	Staff Salaries & Wages	\$ 30,637.70
10/06/2010	8740	Auto Pro Northam	\$ 52.50
10/06/2010	8741	Cr D Beard	\$ 140.00
10/06/2010	8742	Cr Rod Carter	\$ 280.00
10/06/2010	8743	Cunderdin Bowling & Tennis Club	\$ 56.00
10/06/2010	8744	Garry's Cleaning Service	\$ 140.00
10/06/2010	8745	Cr Clive Gibsone	\$ 140.00
10/06/2010	8746	Cr Todd Harris	\$ 140.00
10/06/2010	8747	Horizon Surveys	\$ 2,695.00
10/06/2010	8748	Cr Dianne Kelly	\$ 140.00
10/06/2010	8749	James Martion	\$ 400.00
10/06/2010	8750	Derek Mitchell	\$ 328.80
10/06/2010	8751	Mundaring & Hills Historical Society Inc.	\$ 140.00
10/06/2010	8752	Prime Super	\$ 165.20
10/06/2010	8753	Water Corporation	\$ 60.90
10/06/2010	8754	Westscheme Superannuation	\$ 99.50
10/06/2010	EFT7327	Ausco Modular Pty Ltd	\$ 6,806.80
10/06/2010	EFT7328	Ausrecord	\$ 29.57
10/06/2010	EFT7329	Brookes Hire Service	\$ 12,867.22
10/06/2010	EFT7330	Dominic Carbone	\$ 135.00
10/06/2010	EFT7331	CJD Equipment Pty Ltd	\$ 125.53
10/06/2010	EFT7332	Cody Express Transport	\$ 36.59
10/06/2010	EFT7333	Cr Graham Cooper	\$ 140.00
10/06/2010	EFT7334	Courier Australia	\$ 62.75
10/06/2010	EFT7335	The Cunderdin Mob	\$ 577.00
10/06/2010	EFT7336	Cunderdin Plant Hire	\$ 877.25
10/06/2010	EFT7337	Cutting Edges	\$ 178.46
10/06/2010	EFT7338	Donovan's Water Service	\$ 5,060.00
10/06/2010	EFT7339	Hanson Construction	\$ 4,265.82
10/06/2010	EFT7340	JR & A Hersey	\$ 882.34
10/06/2010	EFT7341	Howson Technical	\$ 2,970.00
10/06/2010	EFT7342	ISIS Capital	\$ 1,764.92
10/06/2010	EFT7343	Cr Doug Kelly	\$ 140.00
10/06/2010	EFT7344	RBE Internet Service	\$ 20.00
10/06/2010	EFT7345	Shire of Tammin	\$ 1,764.00
10/06/2010	EFT7346	Statewide Equipment	\$ 5,732.50
10/06/2010	EFT7347	WA Local Government Superannuation	\$ 4,272.97
10/06/2010	EFT7348	Wheatbelt Safetywear	\$ 497.60

Payments List - June 2010			
Date	Reference	Creditor	Amount
10/06/2010	EFT7349	The Wheeler Superannuation Fund	\$ 84.09
10/06/2010	EFT7350	Cr Dennis Whisson	\$ 140.00
10/06/2010	EFT7351	WA Local Government	\$ 88.00
10/06/2010	EFT PAYS	Staff Salaries & Wages	\$ 4,008.40
15/06/2010	Bank Fee's	Westpac Banking Corporation	\$ 29.00
16/06/2010	8755	Austral Mercantile	\$ 796.69
16/06/2010	8756	Avondale Discovery Farm	\$ 30.00
16/06/2010	8757	Country Ford	\$ 914.43
16/06/2010	8758	Cunderdin Co-op	\$ 1,961.52
16/06/2010	8759	Cunderdin Newsagency	\$ 336.85
16/06/2010	8760	Freebairn Recreation Centre	\$ 80.00
16/06/2010	8761	Fiona Jasper	\$ 110.00
16/06/2010	8762	Graham Jasper	\$ 9,100.75
16/06/2010	8763	Meckering Action Group	\$ 25.00
16/06/2010	8764	The National Trust of WA	\$ 139.71
16/06/2010	8765	Prime Super	\$ 165.20
16/06/2010	8766	Shire of Merredin	\$ 6,022.50
16/06/2010	8767	Synergy	\$ 16,629.07
16/06/2010	8768	Telstra Corporation	\$ 1,141.60
16/06/2010	8769	Telstra (Bigpond)	\$ 152.32
16/06/2010	8770	Water Corporation	\$ 1,760.95
16/06/2010	Credit Card	Westpac Banking Corporation	\$ 464.00
16/06/2010	EFT7352	Adage Furniture	\$735.90
16/06/2010	EFT7353	Air Liquide Pty Ltd	\$115.55
16/06/2010	EFT7354	Archival Survival	\$1,568.71
16/06/2010	EFT7355	Ausco Modular Pty Ltd	\$12,641.20
16/06/2010	EFT7356	Australia Post	\$232.72
16/06/2010	EFT7357	Australasian Performing Rights Association	\$60.40
16/06/2010	EFT7358	Avdata Australia	\$548.56
16/06/2010	EFT7359	Avon Waste	\$5,697.86
16/06/2010	EFT7360	Avon Tractor & Implement	\$511.50
16/06/2010	EFT7361	Av-Sec Security	\$90.10
16/06/2010	EFT7362	Combined Tyrepower	\$151.90
16/06/2010	EFT7363	Corporate Express	\$58.93
16/06/2010	EFT7364	Corporate Health Professionals	\$1,460.80
16/06/2010	EFT7365	Courier Australia	\$107.99
16/06/2010	EFT7366	Cunderdin Telecentre	\$368.00
16/06/2010	EFT7367	The Cunderdin Mob	\$663.70
16/06/2010	EFT7368	Wendy Davey	\$297.00
16/06/2010	EFT7369	Donovan's Engineering	\$1,826.00
16/06/2010	EFT7370	Dowerin Refrigeration & Air-Con Services	\$453.20
16/06/2010	EFT7371	JR & A Hersey	\$478.87
16/06/2010	EFT7372	Hislop Auto Electrics	\$901.75
16/06/2010	EFT7373	Jones Contracting Pty Ltd	\$717.42
16/06/2010	EFT7374	Landgate	\$186.57
16/06/2010	EFT7375	LGMA Avon Branch	\$100.00
16/06/2010	EFT7376	McLeod's Barristers & Solicitors	\$475.20
16/06/2010	EFT7377	Northam Radiator Specialists	\$495.00
16/06/2010	EFT7378	Orica Australia Pty Ltd	\$77.75
16/06/2010	EFT7379	Petrol Pump Repairs	\$550.66

Payments List - June 2010			
Date	Reference	Creditor	Amount
16/06/2010	EFT7381	Shire of Tammin	\$513.90
16/06/2010	EFT7382	Startrack Express	\$239.88
16/06/2010	EFT7383	Statewide Equipment Hire	\$5,515.22
16/06/2010	EFT7384	Sunny Sign Company Pty Ltd	\$1,158.30
16/06/2010	EFT7385	Verlindens Electrical Service (WA)	\$859.83
16/06/2010	EFT7386	WA Local Government Superannuation Plan	\$5,232.87
23/06/2010	8771	Cunderdin Co-op FUEL	\$ 5,100.00
23/06/2010	EFT PAYS	Staff Salaries & Wages	\$ 27,963.64
30/06/2010	8772	Australian Government Communications	\$ 37.00
30/06/2010	8773	Cunderdin Co-op MUSEUM	\$ 36.79
30/06/2010	8774	Hilti	\$ 2,198.74
30/06/2010	8775	Office of Shared Services	\$ 7,700.00
30/06/2010	8776	Petty Cash	\$ 99.60
30/06/2010	8777	Prime Super	\$ 165.20
30/06/2010	8778	C Smart	\$ 18.04
30/06/2010	8779	Synergy	\$ 32.30
30/06/2010	8780	Telstra Corporation	\$ 67.76
30/06/2010	8781	The Trophy House	\$ 1,100.00
30/06/2010	8782	Westnet Pty Ltd	\$ 119.90
30/06/2010	EFT7387	Abbot & Co Printers	\$ 609.40
30/06/2010	EFT7388	Adage Furniture	\$ 55.00
30/06/2010	EFT7389	Albox Australia Pty	\$ 301.95
30/06/2010	EFT7390	Bandicoot Express	\$ 32.00
30/06/2010	EFT7391	Baxters Rural Centre	\$ 6,162.80
30/06/2010	EFT7392	Brookes Hire Service	\$ 11,422.40
30/06/2010	EFT7393	Central Districts Ai	\$ 807.50
30/06/2010	EFT7394	Cody Express Transport	\$ 17.85
30/06/2010	EFT7395	Corporate Express	\$ 59.06
30/06/2010	EFT7396	Courier Australia	\$ 28.81
30/06/2010	EFT7397	Cunderdin Telecentre	\$ 219.00
30/06/2010	EFT7398	The Cunderdin Mob	\$ 267.50
30/06/2010	EFT7399	DarMitch Logistics	\$ 4,862.00
30/06/2010	EFT7400	Elders Limited	\$ 185.90
30/06/2010	EFT7401	Farmways Cunderdin	\$ 478.50
30/06/2010	EFT7402	G J Jones Plumbing &	\$ 285.23
30/06/2010	EFT7403	Meckering Roadhouse	\$ 20.00
30/06/2010	EFT7404	Novus Autoglass & Re	\$ 495.00
30/06/2010	EFT7405	Pioneer Credit Management Services	\$ 107.78
30/06/2010	EFT7406	RBE Internet Service	\$ 20.00
30/06/2010	EFT7407	RSA Works	\$ 3,300.00
30/06/2010	EFT7408	Shire of Tammin	\$ 2,019.54
30/06/2010	EFT7409	Shire of York	\$ 964.43
30/06/2010	EFT7410	SNAP Printing	\$ 824.00
30/06/2010	EFT7411	Verlindens Electrical	\$ 263.89
30/06/2010	EFT7412	WA Local Government Superannuation	\$ 3,973.56
30/06/2010	EFT7413	WesTrac Equipment	\$ 65.87
30/06/2010	GymKeyTrsf	Gym Key Bond Transfer	\$ 150.00
30/06/2010	Interest	Westpac Banking Corporation	\$ 21.80
30/06/2010	Tfr to Res	Truck Payment - Transferred back to Reserves	\$170,000.00
		TOTAL	\$427,183.25

8.3 Council Investments – June 2010

Location:	Westpac Banking Corporation
Applicant:	Manager of Finance & Administration
Date:	15 th July 2010
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 30th June 2010.

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 30th JUNE 2010				
Institution	Amount Invested	Investment type	Municipal Funds	Reserve Funds
Westpac Banking Corporation	\$829,375.15	Max-i Bonus Account 13-7729 1.95%	\$0.00	\$829,375.15
Westpac Banking Corporation	\$30,152.40	Max-i Bonus Account 13-8262 1.95%	\$30,152.40	\$0.00
TOTAL INVESTMENTS	\$859,527.55		\$30,152.40	\$829,375.15

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 30th June 2010 be received and noted

Moved Cr. Todd Harris

Seconded Cr. David Beard

Vote – Simple Majority

Carried 7/0

<p>Resolution 9.5 Ordinary Council meeting 20th May 2010</p>	<p align="center">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>GARY TUFFIN</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>
<p>Resolution 12.3 Ordinary Council meeting 20th May 2010</p>	<p align="center">Royalties for Regions Funding – Meckering</p> <p>(a) to authorise the CEO to allocate \$20,000 to a Meckering based project and amend the Royalties for Regions funding agreement and 2009/10 budget accordingly.</p> <p>(b) to carry forward this funding into the 2010/11 Budget in accordance with (a) above.</p>	<p>GARY TUFFIN</p>	<p>To be allocated to the Meckering Transfer station upgrade</p>
<p>Resolution 12.4 Ordinary Council meeting 20th May 2010</p>	<p align="center">Cunderdin Co-location Centre</p> <p>Council did not want to make any commitment to this project until such time as further information is provided from staff indicating the likely cost to council.</p> <p><u>Notes</u> Cr Todd Harris requested that the staff look at utilising the current Cunderdin Sports Club building as a possible site.</p>	<p>STACEY MCQUISTAN</p> <p>To follow up with FESA Re: Cost to Council</p>	<p align="center">10%</p> <p>Further report to be prepared for council's consideration – information still being gathered</p>
<p>General Items Ordinary Council meeting 20th May 2010</p>	<p align="center">Cunderdin Telecentre</p> <p>That Council provide the Cunderdin Telecentre with a contribution of \$3,126.75, to be expensed to account 417054904</p>	<p>FINANCE TO ACTION</p>	<p>Telecentre advised that they have not yet been invoiced for the books. Payment to be made upon receipt of invoice</p>
<p>General Items Ordinary Council meeting 20th May 2010</p>	<p align="center">Car TV Show – Cunderdin Airfield</p> <p>General discussion was held in relation to this request and there was little support for the concept, mainly possible damage concerns, liability issues & airfield operational logistics – need to close the airfield when being used.</p> <p>Council suggested that the CEO inform Mr Smith of these concerns and general lack of support at this stage. However, an invite should be extended to Mr Smith to inspect the site to determine whether the site is suitable to their requirements. If it is a suitable site, Mr Smith be requested to provide further detailed information about the project.</p>	<p>GARY TUFFIN</p> <p>To provide feedback to Mr Smith as per Council Resolution</p>	<p>Email sent to Mr Smith advising council's decision – no response</p>
<p>General Items</p>	<p align="center">Main Street Redevelopment – Stage 1</p> <p>Arial power lines in front of Main Street Shopping district to be placed underground.</p> <p>Funding provided by the Country Local Government Fund</p>	<p>GARY TUFFIN</p> <p>Commence underground boring 12/07/10</p>	<p>Design 100% complete</p> <p>Contractor engaged by Western Power Due to commence 12/07/10</p>

	<p>Cunderdin, subject to the following conditions:</p> <p>1. The proposed development is to comply in all respects with the submitted plans approved on 18.03.2010 and stamped accordingly.</p> <p>Applied for a Building Licence to construct tower</p>	JIM RIDDLE (BUILDING SURVEYOR)	<p>Development Approval issued</p> <p>Building licence issued</p>
<p>Resolution 9.2 Ordinary Council Meeting 15th April 2010</p>	<p style="text-align: center;">Optus Mobile Tower</p> <p>That Council approve the application for a mobile base station at Lot 100 Carter Road Cunderdin, subject to the following conditions:</p> <p>1. The proposed development is to comply in all respects with the submitted plans approved on 15th April 2010 and stamped accordingly.</p> <p>Received (4/06/10) an email requesting access licence agreement to use Cunderdin Hill road.</p>	GARY TUFFIN	<p>Development Approval issued</p> <p>Draft agreement not yet received from Optus</p>
<p>Resolution 9.5 Ordinary Council meeting 24th August 2009</p> <p>Resolution 9.7 Ordinary Council meeting 18th March 2010</p>	<p style="text-align: center;">Proposed Amendment No. 1 to Local Planning Scheme No. 3.</p> <p>a) That Council resolve pursuant to Part 5 of the Planning and Development Act 2005, to initiate an amendment to the Local Planning Scheme, District Zoning Scheme No. 3 to rezone Lot 1 and Loc 2195 Coronation Street Cunderdin to 'Rural Residential'.</p> <p>b) Western Australian Planning Commission be advised of a) above.</p> <p>That Council resolve pursuant to TP Regulations 17(1) to adopt the recommendation contained within the attached Schedule of Submissions, and further resolve pursuant to TP regulations 17(2) that Amendment No. 1 to the District Zoning Scheme (Town Planning Scheme No. 3) be adopted for final approval without modification.</p> <p>b) Western Australian Planning Commission and those who made submissions be advised of a) above.</p> <p>c) The affixing of the Common Seal to be authorized with respect to the amending documents for Amendment No 1 to TP Scheme No. 3.</p>	GARY TUFFIN	<p>(90% complete)</p> <p>All documentation completed, signed and sent to the WAPC</p>
<p>Resolution 9.10 Ordinary Council meeting 15th October 2009</p> <p>Resolution 9.7 Ordinary Council meeting 18th February 2010</p>	<p style="text-align: center;">Eight Year Review of Local Laws (SEAVROC PROJECT)</p> <p>The Council at its meeting on the 15 October 2009 resolved as follows:</p> <p>"That Council:-</p> <p>1. Resolves to undertake a review of its existing local laws; and</p> <p>2. in accordance with section 3.16 (2) of the Local Government Act 1995, give public notice of its intention to undertake a review of its local laws."</p> <p>That Council</p> <p>1. NOTE that no community submissions were received by the close of the submission period on 6 January 2010 following advertising the review of the following local laws:</p> <ul style="list-style-type: none"> • By-laws relating to the Cunderdin and Meckering Cemeteries • Health Local Laws 1998 • Activities in Thoroughfares and Trading in Thoroughfares and Public Places • Local Laws relating to Standing Orders • Local Government Property Local Law • Dogs Local Law 2008 • By-Laws relating to Pest Plants 	GARY TUFFIN DARREN LONG CONSULTING	80% Complete

	<p>2. DETERMINE BY ABSOLUTE MAJORITY to accept the review report and to take the following action for each local law:</p> <ul style="list-style-type: none"> • By-laws relating to the Cunderdin and Meckering Cemeteries • Health Local Laws 1998 • Activities in Thoroughfares and Trading in Thoroughfares and Public Places • Local Laws relating to Standing Orders • Local Government Property Local Law • Dogs Local Law 2008 • By-Laws relating to Pest Plants <p>3. DETERMINE BY ABSOLUTE MAJORITY to commence the process under Section 3.12 of the Local Government Act 1995 of amending or repealing the Local Laws as per (2) above</p>		
<p>Resolution 9.13 Ordinary Council meeting 18 February 2010</p> <p>Resolution 9.4 Ordinary Council meeting 18 March 2010</p>	<p style="text-align: center;">Sale of Lot 6 Centenary Place, Cunderdin</p> <p>That Council Resolve.</p> <p>a) To authorise the Chief Executive Officer to obtain a valuation for Lot 6 Centenary Place, Cunderdin in order that it may proceed with the proposed sale of the lot in accordance with Section 3.58 (3) and (4) of the Local Government Act 1995.</p> <p>b) To inform the Real Estate agent, Bob Davey of (a) above.</p> <p>That subject to Classic Building Pty Ltd agreeing to the following terms of sale;</p> <p>(1) Development of the block (Lot 6 Centenary Place, Cunderdin) & commencement of business activities from the premises within 24 months from the date of settlement.</p> <p>(2) Failure to comply with the condition outlined in (1) above may result in the property reverting back to the Shire (at Council's discretion). Upon the transfer of the land (Lot 6 Centenary Place, Cunderdin) back to the Shire, the shire will repay Classic Building Pty Ltd the original sale price (\$33,000) & Classic Building Pty Ltd will be responsible for paying all costs associated with transferring the property back to the Shire.</p> <p>(b) Upon receiving agreement from Classic Building Pty Ltd to the condition outlined in (a) above the proposed sale of Lot 6 Centenary Place, Cunderdin to Classic Building Pty Ltd be advertised inviting submissions in accordance with section 3.58 of the Act, before any contract for the sale of the block is entered into.</p> <p>(c) That subject to not receiving any adverse submissions the Chief Executive Officer be granted delegated authority to finalise the matter.</p>	GARY TUFFIN	<p style="text-align: center;">Valuation provided by Direct Property Valuations 9th March 2010</p> <p style="text-align: center;">Classic Building Pty Ltd notified of conditions of sale</p> <p style="text-align: center;">No response received from the purchaser</p>
<p>Resolution 9.6 Ordinary Council meeting 18 February 2010</p>	<p style="text-align: center;">Quairading Road – Grain Freight Infrastructure report</p> <p>That Council RESOLVE</p> <p>(a) to write to the Minister for Transport and Minister for the Regional Development to express its concern at the insufficient level of funding indicated in the Grain Freight Network Report for both capital improvements (inclusive of a bypass road around the school & Hospital) and on going maintenance to the Cunderdin/ Quairading Road.</p> <p>(b) to write to Main Roads Heavy Haulage and request that the</p>	GARY TUFFIN	<p style="text-align: center;">Letter to the Minister 25/02/10</p> <p style="text-align: center;">Letter sent to Main Roads Heavy Haulage</p>

	<p>Cunderdin/Quairading Road RAV classification be lowered to a category Network 4 until such time as the necessary funding is provided to upgrade the road to a suitable standard to cater for RAV Network 5 combination trucks.</p> <p>Pending written confirmation from MRWA</p> <p>Letter received 23/06/10 from Main Roads Heavy Haulage advising road will be reclassified RAV 4 – further advice will be received when formally published</p>		<p>(John Rossiter) 25/02/10 Received a call from John Houghton – road to be formally reclassified as network RAV 4</p>
<p>Resolution 9.3 Ordinary Meeting 17th December 2009</p> <p>Resolution #SE-024-10</p>	<p style="text-align: center;">LGS Business Plan</p> <p>(a) That Council advise SEAVROC that it wishes to participate in the LGS Integrated Software project.</p> <p>(b) That the CEO be authorised to undertake public consultation, making the Plan available for viewing, advertising the Plan (period not less than 6 weeks), with any submissions received to be considered by Council before its final adoption, pursuant to Section 3.59 of the Local Government Act 1995.</p> <p>(a) That the participating Member Local Governments to the LGS Software Project, namely the Shires of:</p> <p style="padding-left: 40px;">Beverley, Cunderdin, Quairading and York</p> <p>be requested to give consideration to adopting the Business Plan, titled: "Integrated Software – Exclusive West Australian Marketing and SalesRights Proposal" on the basis that the submission period has now expired.</p> <p>(b) Subject to (a) above, the Host Local Government, the Shire of Cunderdin, be requested to finalise and sign the Grant Agreement on behalf of the participating local governments.</p> <p>(c) The Executive Officer be authorised to liaise with LG Systems Inc in relation to preparing a Deed of Agreement in accordance with the objectives and purpose set out in the Memorandum of Understanding and the Adopted Business Plan for the Project.</p>	<p>GARY TUFFIN</p> <p>GARY TUFFIN</p> <p>DCA</p>	<p>Joint notice placed advertising complete no submissions received by closing date 29th April 2010</p> <p>Report (9.7) to June council meeting</p> <p>Signed & invoiced</p> <p>In progress</p>
<p>Resolution 9.7 Ordinary Meeting 17th December 2009</p>	<p style="text-align: center;">Staff Housing Project</p> <p>(1) That a Staff House Working Group be established to prepare the necessary tender specifications & documentation for the supply and construction of one new staff house.</p> <p>(2) That the Staff House Working Group consist of the following membership;</p> <p style="padding-left: 40px;">Cr David Beard Cr Doug Kelly Cr Dianne Kelly Chief Executive Officer</p> <p>(3) That the CEO be authorised to invite tenders when the tender documentation has been completed by the Staff Housing Working Group & purchase a suitable vacant lot.</p>		<p>Tender specifications Completed</p> <p>Project suspended due to withdrawal of CLGF for 2009/10</p>
<p>Resolution 12.4 Ordinary Meeting 17th</p>	<p style="text-align: center;">Proposed Fire Break Notice</p> <p>(a) That Council advertise the attached Firebreak Notice for a public consultation period of eight (8) weeks; and</p> <p>(b) That any submissions received during the public consultation period be</p>	<p>STACEY MCQUISTAN</p>	<p>60% Complete</p>

December 2009 Resolution 12.2 Ordinary Council meeting 18 March 2010	referred back to Council for further consideration at it's Ordinary Council Meeting to be held 18 March 2010. (a) That Council advertise the attached amended 'Fire Hazard Reduction Notice' for a public consultation period of two weeks (2) weeks; and (b) That any submissions received during the public consultation period be referred back to Council for further consideration at it's Ordinary Council Meeting to be held 15 April 2010.		Report (12.2) to June council meeting
Resolution 12.4 Ordinary Council meeting 18 February 2010	Honour Board (a) That Council agree to support the purchase and installation of the Imperial & Australian Honour Board; and (b) That Council endorse staff to spend up to \$1,000 to undertake this project.	STACEY MCQUISTAN	100% complete Needs to be installed.

Council Resolution Action List – 23 June 2010

9.1 Resolution	Proposed General Agriculture Subdivision at Lot 22134 Maisey Road Quelagetting (a) Approval; subject to the condition stated below: 1. All buildings and effluent disposal systems having the necessary clearance from the new boundaries as required under the relevant legislation. (b) WAPC be advised of (a) above	GARY	Letter sent to WAPC 29/06/10 (100%)
9.2 Resolution	Proposed Mallee Eucalyptus Plantation and Associated Signage at Lots 2212, 2213, 21528, 21529 Great Eastern Highway, Cunderdin & Lot 12923 Nornadeen Road, Cunderdin 1. The proposed development is to comply in all respects with the submitted p plans approved on 17.06.2010 and stamped accordingly . 2. Firebreaks shall be established and thereafter maintained to the specifications and satisfaction of the Shire of Cunderdin	GARY To sent letter to WAPC advising council resolution	Letter sent to WAPC 29/06/10 100%
9.3 Resolution	Meeting Dates for 2010/11 (a) Ordinary Meetings of Council will be held on the 3rd Thursday of each month , commencing 5:00 pm at the Council Chambers in Cunderdin. (excluding January & August) January meeting - (no meeting) August meeting – Wednesday 18 th August 2010 (b) Cunderdin Museum Committee Meetings will be held on the 2nd Thursday of each third month , four times a year (February, May, August & November) commencing 7:30 pm at the Cunderdin Museum. (c) Audit Committee meetings will be held as and when required with local public notice given on those occasions where the public are invited to attend. (d) Airshow Committee meetings will be held as and	CLAIRE to place a notice the next Bandicoot & Avon Advocate	Published in Bandicoot 1/07/10

	<p>when required with local public notice given on those occasions where the public are invited to attend.</p> <p>(e) Bulgin Bush Races Committee meetings will be held as and when required with local public notice given on those occasions where the public are invited to attend.</p> <p>(f) LEMC meetings are to be held 4 times a year on the first Wednesday of each third month. (August, November, February & May) commencing 5:30 pm in Council's Chambers.</p>		
9.6 Resolution	<p>Authorised Persons – Gazette Notices</p> <p>(a) All previous appointments are to be revoked.</p> <p>(b) That Council endorse the Authorised persons appointments as detailed in report 9.6 in relation to the following;</p> <p>Caravan Parks & Camping Grounds Act 1995 Control of Vehicles (Off-Road Areas) Act 1978 Litter Act 1979 Local Government (Miscellaneous Provisions) Act 1960 Dog Act 1976</p> <p>(c) Undertake all statutory procedures for the amendment of the Authorised Persons</p>	<p>GARY To place notice in Government Gazette</p>	Notice prepared
9.7 Resolution	<p>LGS Integrated Software Business Plan</p> <p>(a) to adopt the LGS Integrated Software Business Plan without amendment.</p> <p>(b) to give local public notice of the adoption and availability of the business plan in accordance with section 3.59 (5a)</p>	<p>CLAIRE To place a notice in the Bandicoot.</p> <p>DCA to place joint notice.</p>	<p>DCA advised of Council's resolution 1/07/10</p> <p>90%</p>
9.9 Resolution	<p>Greening Australia – Permission to collect native seeds</p> <p>Letter sent 29/06/10</p>	<p>CLAIRE</p>	100%
9.11 Resolution	<p>Proposed Rural Subdivision – Lot 8009 & 17136 Carter Doodenanning Rd, Cunderdin</p> <p>(a) That the application is approved subject to the boundary fencing of the affected properties being relocated to protect the proposed road reserve.</p> <p>(b) WAPC be advised of (a) above</p>	<p>GARY To sent letter to WAPC advising council resolution</p>	<p>Letter sent to WAPC 29/06/10</p> <p>100%</p>
9.12 Resolution	<p>Proposed Rural Subdivision – Lot 6139 & 8361 Carter Doodenanning Rd, Cunderdin</p> <p>(a) That the application is approved subject to the boundary fencing of the affected properties being relocated to protect the proposed road reserve.</p> <p>(b) WAPC be advised of (a) above</p>	<p>GARY To sent letter to WAPC advising council resolution</p>	<p>Letter sent to WAPC 29/06/10</p> <p>100%</p>

<p>9.13 Resolution</p>	<p>Proposed Exploration Licence 70/3756 by Glintan Pty Ltd to test drill for iron ore within road verges and road reserves</p> <p>That Council advises the Hon Minister for Mines and Petroleum that it has no objections to the application by Glintan Pty Ltd for an Exploration Licence to drill test for iron ore within the road reserves nominated in the application, subject to the conditions specified in the referral letter dated 3 June 2010 from the Department of Mines and Petroleum.</p>	<p>GARY</p> <p>To sent letter to Minster for Mines advising council resolution</p>	<p>Letter sent to WAPC 29/06/10</p> <p>100%</p>
<p>12.2 Resolution</p>	<p>Firebreak Notice</p> <p>a) adopt the attached Firebreak Notice, subject to the following amendments;</p> <p>1) the provision covering “Land Area 5ha and Above” be deleted from the notice</p> <p>2) That the require Fire reduction Zone width be reduced from “3’ to 2.4 metres</p> <p>3)That the notice date be moved to the 1st October 2011, from 1st October 2010.</p> <p>b) advertise the Firebreak Notice in the Government Gazette, Bandicoot and Avon Valley Advocate</p> <p>c) a copy of the notice be forwarded to all ratepayers in the Shire</p>	<p>STACEY</p> <p>To advertise notices</p>	
<p>12.3 Resolution</p>	<p>Meckering Hockey Club Upgrades</p> <p>That Council:</p> <p>a) allocate \$15,000 in the 2010/11 Budget for works at the Meckering Hockey Field;</p> <p>b) that Meckering Ladies Hockey Club sign the Council Donations Terms and Conditions, as well as provide a full acquittal of funds once the allocation has been spent; and</p> <p>c) provide a cheque for the same amount to the Meckering Ladies Hockey Club</p>	<p>STACEY</p> <p>to draft letter advising Meckering Hockey</p>	
<p>12.4 Resolution</p>	<p>Community Donations</p> <p>a) \$4,000 to the Cunderdin Golf Club</p> <p>b) \$1,000 to the Cunderdin Seniors Leisure Group</p> <p>c) \$ 0 to the WA College of Agriculture</p>	<p>STACEY</p> <p>to draft letters to all applicants advising outcome</p>	<p>Letters sent 2/07/10</p>
	<p>Pilot Activated Lighting (PAL) System</p> <p><i>Suggestion was made that further training be provided on the operation of the PAL system and a check be made that all appropriate keys are made available.</i></p>	<p>MARK BURGESS</p> <p>To organise training</p>	

9.1 Draft Regional Transition Group Agreement

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Attachments

Draft Regional Transition Group Agreement.

Proposal

To consider the draft Regional Transition Group Agreement prepared by the Department of Local Government.

Background

What is a Regional Transition Group?

To assist reform in the sector, the concept of a Regional Transition Group (RTG) has been developed by the Department.

An RTG is intended to facilitate the harmonisation of core functions and services across the participating local governments. As such, an RTG should provide the structure for transitioning several local governments into a single entity by 2013.

Participation in an RTG is 100% voluntary. Once a council is a signatory to a Model Agreement, it confirms its commitment to participate fully in the planning and adoption of common systems and services. These will be scoped in a Regional Business Plan. At the conclusion of developing a Regional Business Plan, local governments will decide whether or not to proceed.

Each participating local government is required to be a signatory to an Agreement which formalises the establishment of the RTG.

Once the Agreement is signed by participating local governments, the Group, with assistance from the Department of Local Government, will initiate processes required to progressively align the existing structures in 2013.

Member local governments of an RTG will be required to:

- Appoint a board comprising one elected member and one elected deputy member for each participant together with such other members as the participants agree
- Appoint an elected member from one of the participants to be the chairperson of the Board, and an elected member from a different participant to be the deputy chairperson of the Board
- Have regular meetings
- Nominate a participating council to act as banker and secretariat
- Establish a process for decision making and meeting procedures, and
- Report on the activities of the RTG.

Each RTG will be required to develop a Regional Business Plan to scope services and transition

costs. The Department has recommended that Business Plans be finalised within nine months of signing an Agreement.

The proposed Regional Transition Group consists of the following local governments;

Shire of Beverley
Shire of Cunderdin
Shire of Quairading
Shire of Tammin
Shire of York

The first RTG meeting was held in Cunderdin on the 13th May 2010.

A first draft agreement was sent out by the Department on the 31st May 2010.

On the 1/06/10 another version was sent with the members requested amendments included.

An informal meeting of the RTG was held on the 3rd June 2010 to further discuss the draft document.

Comment

A further meeting was held on the 9th July 2010 to discuss the final draft agreement. It was suggested at this meeting that a legal opinion be obtained from Council's solicitors (McLeod & Co) in regards to the contents of the agreement and binding quantities on the State.

Council are requested to give authorisation to the Shire President & CEO to sign and affix the Common Seal to the RTG Agreement, subject to not receiving any adverse information from McLeod & Co (Solicitors) that in the opinion of the CEO is significant and would require further consideration by Council.

Statutory Implications

There are no statutory implications in considering this item.

Financial Implications

Upon signing the agreement the Department will initially make \$150,000 available to the group to undertake the Regional Business Plan.

Strategic Implications

There are numerous strategic implications that will be identified during the development of the Regional Business Plan.

Resolution 9.1

That Council RESOLVE to authorise the Shire President & CEO to sign and affix the Common Seal to the RTG Agreement, subject to not receiving any adverse information from McLeod & Co (Solicitors), that in the opinion of the CEO is significant and would require further consideration by Council.

Moved Cr Graham Cooper

Seconded Cr Todd Harris

Vote – Simple majority

Carried 7/0

General discussion was held in regards to the RTG Agreement and the need to appoint 2 elected members to the board to over see the Agreement and represent the shire's interest on behalf of the community.

The matter of the suggestion for a rotating chair was also discussed at length; all agreed the position should be held for a 12 month term as a matter of good governance.

It was agreed by all that the Shire President (Cr Carter) should be automatically appointed to the board.

Cr Carter suggested that the second board position should go to the Deputy President if he was available and agreed to accept the position.

Cr Gibsone suggested that Cr Cooper should be the other board member due to his political contacts, exposure & knowledge of local government reform issues and given his unanimous support as the elected SEAVROC Chairman for last two years by the other member councils.

Cr Carter called for nominations for the second position on the board.

Cr Whisson nominated Cr Cooper.

Cr Carter called for any other nominations – none received.

Cr Carter declared Cr Cooper as the other board representative to the RTG Agreement and Cr Cooper accepted.

Resolution

That Council RESOLVE to advise Regional Transition Group that

- (a) it has a preference for a governance model that has a permanent Chairperson for a 12 month term.
- (b) Council's preferred Executive Officer for the RTG is Mr Dominic Carbone, subject to his availability and the RTG Boards endorsement.
- (c) to advise the RTG that council has appointed Cr R Carter & Cr G Cooper as their Board representatives to the RTG Agreement.

Moved Cr Clive Gibsone

Seconded Cr Doug Kelly

Carried unanimously

2010

STATE OF WESTERN AUSTRALIA

and

SOUTH EAST AVON REGIONAL TRANSITION GROUP

COMPRISING

SHIRE OF BEVERLEY

and

SHIRE OF CUNDERDIN

and

SHIRE OF QUAIRADING

and

SHIRE OF TAMMIN

and

SHIRE OF YORK

**AGREEMENT FOR THE SOUTH EAST AVON
REGIONAL TRANSITION GROUP**

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DRAFT

THIS AGREEMENT is made the _____ day of _____ 2010

BETWEEN

DIRECTOR GENERAL OF THE DEPARTMENT OF LOCAL GOVERNMENT FOR
AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA ("State")

AND

SHIRE OF BEVERLEY

SHIRE OF CUNDERDIN

SHIRE OF QUAIRADING

SHIRE OF TAMMIN

SHIRE OF YORK

(the local governments collectively referred to as the "**Regional Transition Group**")

BACKGROUND

- A. It is the policy of the State to seek structural reform in local government in order to secure sustainability, governance and service delivery systems that meet the needs of local communities, support social and economic changes and contribute to ongoing development across Western Australia.
- B. The Participants have formed the Regional Transition Group for the purpose of implementing common service arrangements and moving towards amalgamation as a single local government.
- C. The State and the Regional Transition Group have agreed to enter into this Agreement in order to set out the basis on which the Regional Transition Group will implement a regional business plan to achieve common service arrangements and move towards amalgamation.
- D. In order to assist the process of structural reform, the State shall provide to the Regional Transition Group the financial contributions described herein.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Act means the *Local Government Act 1995*.

Agreement means this Regional Transition Group agreement.

Amalgamation means the action by which the Participants form a single local government as described in clause 2.1.

Amalgamation Date means 1 July 2013 or such earlier date as decided by the RTG.

Board means the board of the RTG described in clause 3.1.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Department means the State's Department of Local Government.

Execution Date means the date when this Agreement is executed by the Director General, as the last Party to execute.

Participant means a local government which is a Party to this Agreement.

Party means a party to this Agreement and **Parties** means all of them.

Region means the area covered by common service arrangements of the Participants.

Regional Business Plan means the plan described in clause 5.

RTG means the South East Avon Regional Transition Group.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words and expressions defined in the Act have the same meaning where used;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this Agreement and a reference to this Agreement includes any recital, schedule or annexure;
- (c) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word 'person' includes a firm, body corporate, partnership, joint venture or unincorporated association;
- (f) a reference to a person includes a reference to the person's executors, administrators, delegates, successors and assigns;

- (g) a reference to a person, statutory authority or government body (corporate or unincorporated) established under any written law includes a reference to any person (corporate or unincorporated) established or continuing to perform the same or a substantially similar function;
- (h) a reference to dollars or \$ is to Australian currency;
- (i) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (j) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (l) a reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty-four hours later;
- (m) references to time are to time in Western Australia;
- (n) if a payment is to be made or an act performed on a day which is not a Business Day, then the payment must be made or the act performed on the next following Business Day;
- (o) headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement;
- (p) words of inclusion are not words of limitation;
- (q) unless provided otherwise, reference to legislation is to legislation of the State of Western Australia; and
- (r) if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any schedule or annexure to this Agreement, the terms and conditions of the clauses of this Agreement prevail.

2. ESTABLISHMENT OF REGIONAL GROUP

2.1 RTG Formed

The Regional Transition Group is hereby formed with a view to achieving structural reforms in local government throughout the Region.

2.2 Legally Binding

The Participants acknowledge and agree that they are legally bound by the terms and conditions contained herein.

3. ADMINISTRATION

3.1 Board of RTG

Within 3 months of the Execution Date, the RTG shall convene the inaugural meeting of the RTG and appoint a board comprising one elected member and one elected deputy member for each Participant together with such other members as the Participants agree.

3.2 Appointment of Chairperson

At the inaugural meeting the RTG shall appoint an elected member from one of the Participants to be the chairperson of the Board, and an elected member from a different Participant to be the deputy chairperson of the Board.

3.3 Meetings of RTG

The RTG shall convene Board meetings regularly and in any event not less than once every 3 months, and shall keep minutes for all meetings convened.

3.4 Decisions by RTG

Board meeting and decision making procedures shall be determined by the Board.

3.5 Banker and Secretariat

The Board shall elect a Participant to control and manage the finances of the RTG and elect a Participant to act as secretariat to the RTG.

4. FINANCIAL CONTRIBUTIONS

4.1 Financial Contribution of the Participants

The Participants shall make financial contributions to the RTG as determined by the Board, which contributions may be made in cash or in kind.

4.2 Financial Contribution of the State

The State shall provide to the RTG financial contributions in accordance with item 1 a) of the Schedule, the first such contribution being made in response to execution of this Agreement by the Parties.

5. REGIONAL BUSINESS PLAN

5.1 Development of Regional Business Plan

The RTG shall develop a draft Regional Business Plan no later than 9 months after the Execution Date, and submit it to the Department for the Department's comments.

5.2 Contents of Regional Business Plan

The contents of the Regional Business Plan shall be as described in item 2 of the Schedule 1 and the matters set out in Schedule 2.

5.3 Submission of Final Regional Business Plan

The RTG shall make any amendments to the draft Regional Business Plan suggested by the Department with which the RTG agrees and submit the final draft to the Department and to each Participant within 2 months of receiving the Department's suggested amendments.

5.4 Disagreement on Contents of Regional Business Plan

Where the RTG does not agree with amendments to the Regional Business Plan suggested by the Department, the Department and the Participants shall convene a meeting at which they will use their reasonable endeavours to reach acceptable compromise.

5.5 Endorsement by Department and Participants

Within 2 months of receipt of the final Regional Business Plan amended as agreed by the Parties, the Department and the Participants shall endorse it for implementation by the RTG PROVIDED that if any of the Participants do not wish to endorse the final Regional Business Plan, they may withdraw from the process of Amalgamation at that time by providing notice to the RTG whereupon they will have no further obligations hereunder.

5.6 Funding by State

Upon endorsement of the final Regional Business Plan by the Department and the Participants, the RTG shall submit a request to the State for consideration of further funding in accordance with item 1b) of Schedule 1.

6. SERVICES

In the period from the Execution Date to Amalgamation, the RTG shall plan the development and delivery of common systems and where possible make delivery of the following services to the Region together with any additional services the RTG decides:

- corporate services, including records, finance, information technology, rating, human resources, payroll and workforce;
- strategic planning, including local laws, town planning, asset and financial planning;
- environmental health, natural resource management, building and development approvals;
- economic development;
- community planning and engagement;

- road infrastructure and transport;
- waste management; and
- infrastructure planning and asset management.

7. SUBMISSION OF PROPOSAL

7.1 Submission to Local Government Advisory Board

The Participants shall submit a proposal for Amalgamation to the Local Government Advisory Board, pursuant to the provisions of clause 2(2) of Schedule 2.1 of the Act, following endorsement by the Participants of the final Regional Business Plan.

7.2 Implementation of Proposal

Upon endorsement by the Local Government Advisory Board of the proposal for Amalgamation and acceptance by the Minister of that endorsement, the Participants and the RTG shall implement the proposal in accordance with the final Regional Business Plan.

7.3 Funding by State

Upon endorsement by the Local Government Advisory Board of the proposal for Amalgamation and acceptance by the Minister of that endorsement, the State shall make a final financial contribution to support implementation of the proposal in accordance with the Regional Business Plan.

8. REPORTING

The Participants shall provide to the Department every 6 months from the Execution Date a progress report on the activities of the RTG, covering the previous 6 month period, and including *inter alia* information on transition initiatives undertaken by the RTG.

9. DEFAULT

Where the RTG or a Participant breaches a provision hereof, the State may in its absolute discretion withhold further financial contributions under clause 4.2 and require repayment to it by the RTG and Participants of unspent funds.

10. TERMINATION

10.1 Termination by Majority

This Agreement may be terminated at any time by agreement of a majority of the Participants.

10.2 Meeting with Department

Where 50 per cent of the Participants wish to terminate this Agreement, the Department shall convene a meeting to be attended by all Participants together with representatives of the State at which the Parties shall use reasonable endeavours to

resolve outstanding issues and where not successful to canvass alternatives for Amalgamation.

10.3 Return of Unexpended Funds

Upon termination of this Agreement, the RTG and Participants must forthwith return to the State all unexpended and not contractually committed financial contributions made by the State to the RTG and Participants.

11. NOTICES AND OTHER COMMUNICATIONS

11.1 Service of notices

A notice, demand, consent, approval or other communication under this Agreement (Notice) must be:

- (a) in writing and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for notices specified in item 3 of the Schedule as varied from time to time by any Notice given by the recipient to the sender.

11.2 Effective on receipt

A Notice given in accordance with clause 11.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the tenth Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within 8 Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day in the place that it is received, the Notice is taken to be received at 9.00 am on the next Business Day.

12. GENERAL

12.1 Entire Agreement

As at the Execution Date this Agreement constitutes the entire Agreement between the Parties as to its subject matter and in relation to that subject matter, supersedes any prior understanding or Agreement between the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

12.2 Severability

If any provision of this Agreement is void, voidable by any Party, unenforceable or illegal according to the law in force in Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Agreement which continues in full force and effect.

12.3 Waiver

A right or power under this Agreement shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power;
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

12.4 Further action

Each Party must use its reasonable endeavours to do all things necessary or desirable to give full effect to this Agreement.

12.5 Assignment

Except as otherwise provided in this Agreement, a Party may not:

- (a) sell, transfer, assign, novate, license or otherwise dispose of; or
- (b) mortgage, charge or otherwise encumber,

any right hereunder to any person, or permit any person to assume any obligation hereunder, without the prior written consent of the other Parties, which may withhold their consent in their absolute discretion.

12.6 Governing law and jurisdiction

- (a) This Agreement is governed by the law applicable in Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

12.7 Variation

The Parties may vary this Agreement by agreement in writing executed by all of them.

12.8 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, will constitute one instrument. A Party may execute this Agreement by signing any counterpart.

DRAFT

SCHEDULE 1

Item 1 (clause 4.2, 6 and 7) Financial Contributions by State:

- (a) \$150,000 funding for the creation of a Regional Business Plan and administration.

Subject to confirmation by Treasury of available funds:

- (b) Funding for implementation of the Regional Business Plan.

Item 2 (clause 5.2) Contents of Regional Business Plan:

(the contents include but are not limited to the undermentioned)

Community and Strategic Plan

- social, community, economic and environmental planning processes including consultation and priority assessment
- demonstration of productivity/service improvements
- infrastructure renewal schedule for minimum of 4 years
- new infrastructure schedule for minimum of 4 years
- financial information including capital works budget, borrowings, other funding received and rationale for using Country Local Government Fund supplementary funding
- maintenance schedule for renewal/proposed assets
- conduct due diligence of each Participant's financial assets and liabilities, contracts, leases and other legal agreements
- identification of preferred organisational structures for new entity
- identification of preferred governance structures for new entity

Infrastructure System Improvements

- IT systems
- record management systems
- archive facilities
- accommodation
- libraries
- community facilities

- depots
- signage
- financial systems
- asset management systems
- data systems
- human resources management systems
- communications

Specific Issues Identified for investigation by this RTG for a new local government:

- Transitional arrangements for councillor representation and preferred long term representation.
- An objective for improved service delivery.
- Develop strategies for retaining, maintaining and improving services such as health, education and police.
- Investigate the issue of existing debts and reserve funds and the use of differential rating to achieve equity.
- Investigate the use of community advisory committees to protect local identity and service delivery.

SCHEDULE 2

The following matters shall be included in the final regional business plan, to protect local identity and representation and may be included in the Governor's Orders when creating the new local government when creating the new local government:

- There be five wards based on existing district boundaries.
- The period for transitional councillor representation shall be up to two full electoral cycles (8 years).
- Each ward shall have at least one service centre.
- A commitment to review the performance of the new local government after an optimum period of time.
- Progression of a preferred service subsidiary model under the *Local Government Act 1995*.

Item 3 (clause 11.1) Notice Details:

The notice details for the Parties are as follows:

Chief Executive Officer
Shire of Beverley
136 Vincent Street
Beverley WA 6304

Chief Executive Officer
Shire of Tammin
1 Donnan Street
Tammin WA 6409

Chief Executive Officer
Shire of Cunderdin
Lundy Avenue
Cunderdin WA 6407

Chief Executive Officer
Shire of York
1 Joaquina Street
York WA 6302

Chief Executive Officer
Shire of Quairading
10 Jennaberring Road
Quairading WA 6383

EXECUTED as an agreement.

SIGNED FOR AND ON BEHALF OF)
THE STATE OF WESTERN AUSTRALIA)
BY JENNIFER MATHEWS)
Director General of the Department of)
Local Government in the presence of:)

Signed

Witness

The Common Seal of)
SHIRE OF BEVERLEY)
a body corporate established under)
Section 2.5 of the *Local Government Act 1995*,)
was affixed in the presence of:)
)

President

Chief Executive Officer

The Common Seal of)
SHIRE OF CUNDERDIN)
a body corporate established under)
Section 2.5 of the *Local Government Act 1995*,)
was affixed in the presence of:)
)

President

Chief Executive Officer

The Common Seal of)
SHIRE OF QUAIRADING)
a body corporate established under)
Section 2.5 of the *Local Government Act 1995*,))
was affixed in the presence of:))

President

Chief Executive Officer

The Common Seal of)
SHIRE OF TAMMIN)
a body corporate established under)
Section 2.5 of the *Local Government Act 1995*,))
was affixed in the presence of:))

President

Chief Executive Officer

The Common Seal of)
SHIRE OF YORK)
a body corporate established under)
Section 2.5 of the *Local Government Act 1995*,))
was affixed in the presence of:))

President

Chief Executive Officer

9.2 Authorised Person – Delegation amendment

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

Council is requested to consider amending Delegation 3 – Appointment of Authorised Persons to include the Food Act 2008 and Food Regulations 2009.

This is proposed to ensure that the Shire of Cunderdin can appoint Authorised Persons to implement the Food Act 2008 and Food Regulations 2009 which have recently come into effect.

Attachment

None.

Background

The Food Act 2008 and the Food Regulations 2009 came into effect in October 2009. This has a number of operational implications for the Shire of Cunderdin and local food businesses. Businesses must now notify the Shire of their business activities in relation to food and be registered with the Shire in most circumstances. The Shire of Cunderdin will be corresponding with all food businesses to ensure this is achieved.

The Food Act 2008 is now the principal, stand alone piece of legislation governing food control in Western Australia. The Act is based on Model Food Provisions agreed to by all States, Territories and New Zealand and fully adopts the Food Standards Australia and New Zealand Food Standards Code. Food safety enforcement and associated education is one of the key statutory requirements of local government Environmental Health Officers, and changes in legislation impact the delivery of this service to the local food industry.

The Food Act 2008 contains a number of differences from the food control provisions that were detailed in Health Act 1911 (as amended), including:

- Uniformity of legislation, including the adoption of the Food Standards Australia and New Zealand Food Standards Code, across all Australian states and territories and New Zealand;
- A move from prescribed based legislation to outcome and risk based legislation, allowing greater flexibility for local government and food business proprietors; and
- An increase in maximum penalties - from \$50 to \$10,000 under the provisions of the Health Act 1911 (as amended) to between \$10,000 and \$500,000 under the Food Act 2008.

Key components of the Food Act 2008 are detailed as follows:

- Role of Local Government – Local government will continue to be responsible for the management of administrative, surveillance and compliance activities within their district.
- Authorised Officers – all persons currently authorised as environmental health officers under the provisions of the Health Act 1911 (as amended) can be Authorised Officers

under the provisions of the Food Act 2008. Powers of entry provisions will remain largely intact; however, a search warrant is required for premises that are solely used for residential purposes (where it is suspected that the premises is being used as a food premises).

- Designated Officers – Authorised Officers can be appointed as designated officers for the purposes of issuing infringement notices (modified penalties), or the withdrawal of infringement notices (Note: an officer who can issue infringements is not eligible to be designated to consider withdrawals).
- Registration/Notification – Food businesses will be required to register with/notify the Shire of their operations when the business commences or changes operations. Registration of food businesses will not be on an annual basis; however, invoices for annual assessment fees will be sent if Council sets an annual fee in its Schedule of Fees and Charges.
- Offences – Offences are tiered based on the level of risk associated with the offence with maximum penalties increasing markedly. Offences will take into account whether the person knowingly committed the offence or ought to have reasonably known that an offence was committed. Offences can be committed by an individual or a body corporate, with the latter attracting significantly higher penalties.
- Enforcement Provisions – The Shire will have the power to issue on-the spot Infringement Notices, Improvement Notices requiring cleaning and maintenance to be undertaken and Prohibition Orders requiring that the premises cease operations. It will be mandatory that all successfully prosecuted food businesses be placed on the Department of Health 'Notification of Convictions' (name and shame) register – currently, it is at the discretion of the Local Government Authority whether prosecutions are placed on this register.
- Food Safety Programs and Auditing – All food businesses that serve food to vulnerable persons (aged care, child care and nursing homes) and that are involved in primary production of dairy products must have a Food Safety Program (FSP), which must be audited. A FSP is a hazard control document that provides for the monitoring and control of hazards in a food premises.
- Food Premises Construction – New construction standards are outcome based and less prescriptive. An Environmental Health Officer will have to assess all new food premises applications against Standard 3.2.3 of the Food Standards Australia and New Zealand Food Standards Code and Australian Standard 4674:2004 – Design, Construction and fit-out of Food Premises.
- Home Occupations – Previously, the Department of Health assessed all medium/high risk Food Business Home Occupation applications. Local Government assessed low risk operations, such as manufacture of 'cottage industry' goods, such as, jams, biscuits, preserves. The onus is now on Local Government to assess all home occupation applications in accordance with the Food Standards Australia and New Zealand Food Standards Code. The requirements surrounding this section of the industry are less onerous. Relevant Planning requirements will also be taken into consideration.

To allow for Shire of Cunderdin officers to undertake statutory duties and implement the Food Act 2008 and Food Regulations 2009, the local government is required to delegate Authorised Officers. In keeping with present delegation of Authorised Officers, it is recommended that the delegation No. 3 – Appointment of Authorised Persons, which

enables the Chief Executive Officer to appoint officers, is amended to include the appointment of Authorised Officers under the Food Act 2008.

Delegation # 3 currently states:

No	3	Date Adopted	19 April 07	Date Reviewed	20 May 2010
References	Local Government Act 1995 (as amended) - S9.10 Other Acts and Local Laws				
Subject	<u>Appointment of Authorised Persons</u>				
Actual Delegation	Council delegate its authority and power to the Chief Executive Officer to appoint persons or classes of persons in relation to enforcement and legal proceedings.				
Conditions	Refer Local Government Act 1995 (as amended) S9.23. Dog Act 1976, Bushfire Act 1954, Health Act 1911, Local Laws and Council Policy (if any).				

Commentary

It is recommended that council amend Delegation #3 conditions to include Food Act 2008 and Food Regulations 2009.

Proposed amended Delegation #3 would read as follows;

No	3	Date Adopted	19 April 07	Date Reviewed	20 May 2010
References	Local Government Act 1995 (as amended) - S9.10 Other Acts and Local Laws				
Subject	<u>Appointment of Authorised Persons</u>				
Actual Delegation	Council delegate its authority and power to the Chief Executive Officer to appoint persons or classes of persons in relation to enforcement and legal proceedings.				
Conditions	Refer Local Government Act 1995 (as amended) S9.23. Dog Act 1976, Bushfire Act 1954, Health Act 1911, Food Act 2008 and its Regulations , Local Laws and Council Policy (if any).				

Statutory Implications

Under the provisions of the Food Act 2008 a Local Government is an “enforcement agency” for the food businesses within its municipality. Local Governments need to appoint suitably qualified persons to administer the Act and Regulations. Section 122 of the Act states:

“An enforcement agency may appoint a person to be an Authorised Officer for the purposes of this Act if —

- (a) the enforcement agency (Shire of Cunderdin), having regard to any guidelines issued by the CEO (of the Health Department) under subsection (2), considers the person has appropriate qualifications and experience to perform the functions of an Authorised Officer; or
- (b) the person holds office as an environmental health officer under the Health Act 1911.”
- (c) The enforcement agency (Shire of Cunderdin) must also provide each Authorised Officer, appointed by the agency, with a certificate of authority and maintain a register of authorised persons.

In accordance with the Act, the persons who can be appointed as Authorised Officers is limited to persons who are appointed as an Environmental Health Officer (EHO) under the Health Act 1911 and any person who has appropriate qualifications as per the guidelines issued by the Chief Executive Officer of the Department of Health. The guidelines presently issued only allow the appointment of an Environmental Health Officer, or a person delegated under Section 7 of the Health Legislation Administration Act 1984. The local government can appoint an Authorised Officer for the purposes of the requirements of Regulation 21 of the Food Regulation 2009 (inspection of animals and carcasses at abattoirs) only if the person holds a Certificate III in Meat Processing (Meat Safety).

As council now contracts its EHO services to the Shire of York, it is proposed that Mr Gordon Tester and Judith Anderson (EHOs) both from the Shire of York will be appointed as the authorised officers to act on behalf of the Shire of Cunderdin.

Policy Implications

None.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.2

That Council RESOLVE

- (a) to amend the conditions in Delegation #3 to include the Food Act 2008 and its Regulations.
- (b) to amend Council’s Delegation Register accordingly.

Moved Cr David Beard

Seconded Cr Doug Kelly

Vote – **Absolute majority**

Carried 7/0

9.3 Forward Capital Works Plan

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

To engage DCA & Associates to prepare the required Forward Capital Works Plans (FCWP) in accordance with the conditions of the Country Local Government Fund guidelines.

Attachment

Letter from DCA dated 2nd July 2010

Letter from the Department of Local Government dated 28th June 2010

Background

Through the Royalties for Regions Act 2009, the equivalent of 25 per cent of the State's mining and onshore petroleum royalties are being returned to the State's regional areas each year as an additional investment in projects, infrastructure and community services via the Country Local Government Fund (CLGF)

The primary objective of the Country Local Government Fund (CLGF) is to address infrastructure backlogs across the country local government sector by providing additional money for the purposes of infrastructure provision and renewal.

The Department of Regional Development and Lands (RDL) has overall responsibility for administering CLGF and have advised that no further funding under the (CLGF) will be made available unless FCWP have been completed and endorsed by the Department.

The CLGF guidelines state;

*"Before receiving the first instalment of 2010-11 funds, recipients are required to fully acquit their 2008-09 allocation, **complete a forward capital works plan to the satisfaction of RDL** and enter into a Financial Assistance Agreement. Please refer to the 2009-10 CLGF guidelines for further details regarding the acquittal requirements...."*

Note only approved consultants can provide the FCWP using the Departments funding. DCA & Associates have been approved – refer to attached letter dated 28/06/10

Commentary

The Plan is to address the following:

1. *infrastructure items only, not plant and equipment.*
2. *The infrastructure should be owned by Council. If not, reasons should be provided for Council wishing to spend funds on assets which it does not own.*
3. *The plan will cover expenditure for 5 years, commencing in 2010-11.*
4. *The plan must be approved by Council and written evidence of this must be provided.*
5. *Information on capital works expenditure by Council in 2009-10 should be provided.*

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 received a grant of \$35,000 (2009/10) from the Department of Regional Development for the development of Forward Capital Works Plans.

Council has made provision in its 2010/11 Budget of \$35,000.00

The fixed price provided by DCA & Associates to undertake the work is \$17,450.00

Strategic Implications

These forward capital works plans will provide clear guidance for Council's capital works program for 5 years in advance. The plan will be later integrated with Council's Asset Management Plan once completed (currently in progress), which will also be linked to Council's overall strategic plan.

Resolution 9.3

That DCA & Associates be engaged to undertake the preparation of the Forward Capital Works Plans as detailed in their submission dated 2nd July 2010.

Moved Cr Graham Cooper Seconded Cr Clive Gibsone

Vote - Simple majority Carried 7/0



Mr Dominic Carbone
Principal
Dominic Carbone and Associates
Suite 7, 64 Canning Highway
VICTORIA PARK WA 6100

Dear Mr Carbone

APPROVED CONSULTANTS PANEL - BUSINESS AND ADVISORY SERVICES FOR LOCAL GOVERNMENT AUTHORITIES

Thank you for your submission in response to Expression of Interest DLG017910.

I am pleased to advise you that your company has been selected for inclusion on the above Panel, in the following service categories:

- Forward Capital Works Planning
- Strategic Planning Improvement
- Asset Management Improvement
- Regional Business Plans

Your submission was assessed by an evaluation team that included six Departmental officers assisted by an independent firm of chartered accountants.

Please note that the category originally called "Strategic Planning and Asset Management" has been split into two separate categories, as the grant funds to local governments will be targeted specifically to one or other of these two purposes. If you applied for inclusion in this category, your submission would have been assessed against each of these two new categories.

It should also be noted that the Panel applies only to the expenditure of the specific grant funds from the Department of Local Government and the Department of Regional Development and Lands to support the five project initiatives described in the EOI. It will not govern or limit the way local governments engage consultants for other purposes.

Your inclusion on the Panel in the categories listed above will be subject to your understanding of, and agreement with, the following terms and conditions:

1. The Department will publish on its website a Buyers Guide listing all selected Panel members, their contact details, and names of their specified personnel.

Dumas House 2 Havelock Street West Perth WA 6005
GPO Box R1250 Perth WA 6844
Tel: (08) 9217 1500 Fax: (08) 9217 1555 Freecall: 1800 620 511 (Country only)
E-mail: info@dlg.wa.gov.au Website: www.dlg.wa.gov.au
wa.gov.au

100.cdl.001

2. The Department will compile a confidential Price List that includes the prices you quoted in your submission. The Price List will be provided only to local government CEOs or their authorised representatives on request.
3. The Panel will operate until 30 June 2012 and will be the subject of a review by the Department in June 2011. The Department reserves the right to add or remove members from the Panel as a result of this review.
4. Inclusion on the Panel is not a guarantee of work in the selected categories. Individual local governments are free to select from the Panel the consultants that best meet their specific requirements.
5. Panellists selected for work in the five category areas will be required to enter into normal purchase contracts with the relevant local governments.
6. Panellists will ensure that the insurance requirements outlined in EOI DLG107910 will be maintained for the duration of the Panel and that any associates or partner consultants engaged to conduct work on their behalf are covered by the same insurance requirements.
7. Local governments engaging consultants from the Panel will be asked to provide a report to the Department on the work undertaken by the Panellists as part of their project reporting requirements.

To indicate your understanding and acceptance of these conditions, could you please sign and return a copy of this letter in the enclosed envelope.

If you would like feedback on the evaluation of your submission please contact Mr Tony Dean, Manager Policy at the Department on 9217 1464 or tony.dean@dlg.wa.gov.au.

The Department will be conducting a briefing session for consultants selected for inclusion on the Panel on Tuesday 13 July 2010 at 9am to 10.30 am to be held at the Upper Basement Meeting Room, Dumas House, 2 Havelock Street, West Perth. You will receive an electronic invitation to this briefing. If you are unable to attend on the date, we would ask you to contact us to arrange an alternative date and time.

Thank you for your interest in being included on this Panel. We look forward to working with you in supporting the important work carried out by local governments in the State.

Yours sincerely



Jennifer Mathews
DIRECTOR GENERAL
28 June 2010

Accepted and Understood:

Signed:..... Date:.....

DCA

Dominic Carbone & Associates

Public Accountants - Registered Tax Agents – Local Government Services

Suite 7 – 64 Canning Hwy
Victoria Park WA 6100
Postal Address: P.O. Box 626
Como WA 6952

Tel: (08) 9472 0184
Fax: (08) 9472 0189
Mobile: 0448 120 652
Email: d.carbone@bigpond.com

2nd July, 2010

Mr Gary Tuffin
Chief Executive Officer
Shire of Cunderdin
P.O. Box 100
CUNDERDIN WA 6407

Dear Gary,

I am pleased to submit the following proposal on behalf of Dominic Carbone and Associates (DCA) to undertake the project titled:

“Preparation of a Forward, Capital Works Plan”, for the Shire of Cunderdin.

Outcomes

Based on the template provided by the Department of Regional Development and Lands. (copy attached).

Price

To investigate and prepare Plan:

- | | | |
|---|---|-----------------|
| - | Consultancy Fee (90 hrs @ 155 per hour) | \$13,950 |
| - | Travel Costs and Accommodation Costs | <u>\$ 1,500</u> |

Sub Total (Exclusive of GST) \$15,450

Optional

- | | | |
|---|--|-----------------|
| - | Preparing and undertaking a presentation to the Local Government | <u>\$ 2,000</u> |
|---|--|-----------------|

Total (Exclusive of GST) \$17,450

Timeframe

I have scheduled the 16th to 18th August 2010 to travel to Cunderdin for the initial onsite site report preparation, subject to your confirmation and to complete the task by 31st August 2010.

The projects will be undertaken by myself and in association with Mr Darren Long from Darren Long Consulting. Copies of our profiles are attached.

Please contact me if you require further information in the above proposal.

Yours faithfully,



Dominic Carbone

9.4 Tree Cropping Policy - Amendment

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

Council is asked to consider the final adoption of the amended SEAVROC Tree Cropping Local Planning Policy following advertising. No submissions have been received.

Attachment

None.

Background

Ordinary Council meeting held on 20th November 2009 – Report 9.1

Ordinary Council meeting held on 19th March 2010 – Report 9.1

Council at its Ordinary Meeting of 20th May 2010 resolved to adopt an amended Draft Tree Cropping Local Planning Policy for advertising purposes.

The proposed changes reflected the incorporation of FESA's Plantation Fire Protection Guidelines into the policy by reference and to modify the SEAVROC Tree Cropping Policy to require planning consent for tree plantations with an area of 10 hectares or greater, to match FESA's guidelines. This applies already in the other SEAVROC Shires (Beverley, Brookton, Cunderdin and Quairading).

Comment

The Draft SEAVROC Tree Cropping Policy has been advertised for public comment for a period of 21 days in accordance with Town Planning Scheme No. 3.

No submissions have been received.

The proposed amendment to the Tree Cropping Policy deals with the incorporation of FESA guidelines and the requirement to apply for planning consent for a tree plantation of an area larger than 10 hectares in line with FESA recommendations.

The main aim of the policy is to ensure proper management and fire protection plans being in place for any tree plantation and to promote tree plantations as a viable business. As no submissions have been received during the advertising period, it is proposed to finally endorse the attached SEAVROC Tree Cropping Policy with minor modification – the minor modification being the textual adjustments reflecting all SEAVROC Shires having the same threshold for planning consent and the FESA guidelines being incorporated.

In accordance with clause 2.4.3 of the Scheme, the final policy will be advertised in a local newspaper.

Statutory Implications

Planning and Development Act 2005; and

Town Planning Scheme #3 states the following in relation to the development of planning policies;

2.2. Local Planning Policies

The local government may prepare a Local Planning Policy in respect of any matter related to the planning and development of the Scheme area so as to apply —

- (a) generally or for a particular class or classes of matters; and
 - (b) throughout the Scheme area or in one or more parts of the Scheme area,
- and may amend or add to or rescind the Policy.

Town Planning Scheme #3 further states;

2.4. Procedure for making or amending a Local Planning Policy

- 2.4.1. If a local government resolves to prepare a Local Planning Policy, the local government —
- (a) is to publish a notice of the proposed Policy once a week for 2 consecutive weeks in a newspaper circulating in the Scheme area, giving details of —
 - (i) where the draft Policy may be inspected;
 - (ii) the subject and nature of the draft Policy; and
 - (iii) in what form and during what period (being not less than 21 days from the day the notice is published) submissions may be made;
 - (b) may publish a notice of the proposed Policy in such other manner and carry out such other consultation as the local government considers appropriate.
- 2.4.2. After the expiry of the period within which submissions may be made, the local government is to —
- (a) review the proposed Policy in the light of any submissions made; and
 - (b) resolve to adopt the Policy with or without modification, or not to proceed with the Policy.
- 2.4.3. If the local government resolves to adopt the Policy, the local government is to —
- (a) publish notice of the Policy once in a newspaper circulating in the Scheme area; and
 - (b) if, in the opinion of the local government, the Policy affects the interests of the Commission, forward a copy of the Policy to the Commission.
- 2.4.4. A Policy has effect on publication of a notice under clause 2.4.3(a).
- 2.4.5. A copy of each Local Planning Policy, as amended from time to time, is to be kept and made available for public inspection during business hours at the offices of the local government.
- 2.4.6. Clauses 2.4.1 to 2.4.5, with any necessary changes, apply to the amendment of a Local Planning Policy.

Policy Implications:

The proposed amendments to the policy reflect recommendations from FESA guidelines and bring the Shire's Tree Cropping Policy in line with the other SEAVROC member councils.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.4

That Council resolves;

- (a) to adopt the SEAVROC Tree Cropping Policy with minor modification in accordance with Clause 2.4 of the Shire of Cunderdin Town Planning Scheme No.3.
- (b) to give local notice that it has adopted the amended Tree Cropping Policy.

Moved Cr Clive Gibsone

Seconded Cr David Beard

Vote - Simple majority

Carried 7/0

9.5 Interim Audit

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Proposal

Council to receive and note the Interim Audit.

Attachment

None.

Background

Macri Partners, Council's auditors conducted an interim audit on the 3rd & 4th June 2010.

Comment

A number of minor issues were raised in their report.

Generally the controls surrounding purchases, creditors and payments are appropriate to meet the Council's requirements.

However, the following matters were noted and brought to your attention:

- (i) *We noted 2 instances (out of 12 samples tested) where no quotation details were obtained for purchases in accordance with the Council's purchasing policy and filed with the invoice, purchase order and payment voucher.*

We recommend that verbal and written quotes be obtained where required by the purchasing policy and filed with the invoice, purchase order and payment voucher.

Management Comments:

Council adopted its purchasing policy on 15th February 2007.

Amount of Purchase	Model Policy
Up to \$5,000	Direct purchase from suppliers requiring two verbal quotations.
\$5,001 - \$20,000	Obtain at least two written quotations.
\$20,001 - \$50,000	Obtain at least three written quotations
\$50,001 - \$99,999	Obtain at least three written quotations containing price and specification of goods and services (with procurement decision based on all value for money considerations).
\$100,000 and above	Conduct a public tender process.

Section 1.6.1 of the policy states;

1.6.1 Up to \$5,000

Where the value of procurement of goods or services does not exceed \$5,000, purchase on the basis of at least two verbal quotations is permitted. However it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained.

This purchasing method is suitable where the purchase is relatively small and low risk. Record keeping requirements must be maintained in accordance with record keeping policies. The Local Government Purchasing and Tender Guide contains a sample form for recording verbal quotations

1. Rehab & General Earthmoving – Dozer hire (local contractor) Woonoorring Rd – Approved by Dominic when relieving for the CEO. (repeated below – without Purchase Order) difficult to get more than a quote, due to mob costs – most contractors not interested.
 2. Avon Concrete states on the invoice “as per quote”
- (ii) We noted 4 instances (out of 12 samples tested) where purchase orders were not attached to the suppliers’ invoices submitted for payment.

Purchase orders should be attached to the suppliers’ invoices as evidence of authority to support the purchase of goods and services.

Management Comments:

1. North City Holden (CEO’s Vehicle)– purchase order was issued (Order # 12761 – 10/12/09)
 2. Boral Asphalt – Formally advised in writing & entered into tender contract – progress payment on Cunderdin Airfield.
 3. Rehab & General Earthmoving – Dozer hire (local contractor) Woonoorring Rd – Approved by Dominic when relieving.
 4. DCA & Associates – Rates reconciliation – No Order issued, per hour arrangement – will ensure order is issued in future.
- (iii) *We noted an instance where a tender had not been called for a purchase from a supplier for amount in excess of \$100,000.*

In this instance the Council could be in breach of the Tender regulations. Management have indicated that they are aware of this situation.

We recommend management investigate whether there are any other instances of similar nature where tenders were not called by the Council.

Management Comments:

Council received \$100,000 from the Federal Government under the Regional and Local Community Infrastructure Program

Council had originally allocated this funding to the purchase of the Waste Transfer Stations in both Cunderdin & Meckering. Only later to be advised that this was not considered appropriate under the funding guidelines.

An extension of time to expend the funds was requested and granted, with all funds to be expended by September 2009.

Council at its meeting held on the 18th June 2010 reallocated the \$100,000 to town footpaths.

Two quotations were received Avon Concrete & Concrete by Rossi

Concrete by Rossi was accepted

\$62,000 – Cunderdin
\$36,400 – Meckering
\$98,400

After the works were awarded additional concrete work was required which pushed the total amount over the \$100,000 threshold by \$2,300. It did not make sense to turn the contractor away and not address a dangerous section of footpath (not included in the original scope of work, as it was not made known to me prior – it was a case of taking advantage of the situation having the contractor on site) for the sake of \$2,300 (and incur mob costs etc) There was never any intention to pass the \$100,000 threshold, as stated above, it just didn't seem to make sense to not address a problem, that could be resolved so quickly. I'm fully aware of the Tendering provisions and the requirement to Tender if you suspect you will exceed the \$100,000 threshold, as per the Regs.

Account balance \$105,975
Contractors Avon Concrete \$ 3,675 – Daycare Centre footpath – different job
Concrete by Rossi \$102,300 – main town project

No other purchases were made where tenders were required.

- (iv) *We noted an instance where an invoice for the amount of \$33,000 was processed and paid without the appropriate payment authorisation.*

We recommend that procedures be put in place to ensure that only authorised invoices are processed for payment.

Management Comments:

Progress claim made by Concrete Contractor, payment authorised bottom left corner "Client's Signature". In any case all payments are checked against the payment list (warrant of payments) before an EFT or cheque payment is made, by the Manager of Finance & CEO (both must sign electronically or written in the case of cheques). Payments are prepared independently by the finance officer once authorised by myself.

PAYROLL

We examined the payroll system of the council. In general the system in place appears to be operating satisfactorily.

However, we noted there were two instances where the personnel files of staff members did not have any records of their current pay increases.

We recommend that a copy of the pay increase notifications be maintained in the personnel files to provide support for the salaries paid to staff.

Management Comments:

All files have been updated

COMPUTER ENVIRONMENT

We discussed with the management about the general controls operating at your computer installation. Generally, the controls appear to be operating satisfactorily.

The following matters were noted during our review:

- (i) *We noted that passwords are not changed with sufficient regularity to maintain a secure system.*

We recommend that password be changed at frequent periodic intervals to prevent the possibility of unauthorised access.

Management Comments:

Matter under review

- (ii) *The Shire of Cunderdin does not have a documented and tested disaster recovery plan to provide continuity of data processing operations in the event of a major disaster or business disruption.*

We recommend that the shire develops a disaster recovery plan and the plan be tested periodically and updated as changes occur.

Management Comments:

The Shire's current record management plan states:

"The Shire of Cunderdin has developed a set of quick response strategies to recover lost information should a disaster occur. Vital and current records are backed up electronically each day and a copy is held off site.

In addition we have a complete Hard Drive back-up of the Server (ghosted copy – in addition to daily backs), which contains copies of all the operating software as well as general electronic data. This provides operating protection should the Hard Drive on the current server/system collapse or be destroyed. The copy Hard Drive is stored in the Administration Centre's Strong Room (fire rated)."

Note

All electronic financial records (LGS) are backed-up remotely each night and stored off site in South Australia.

Statutory Implications

Local Government Act 1995 – section 7.9 Audit to be conducted.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 9.5

That Council resolves to receive the interim Audit Report

Moved Cr Todd Harris

Seconded Cr Graham Cooper

Vote - Simple majority

Carried 7/0

9.6 Gliding Club of WA – Final Lease

Location:	Cunderdin
Applicant:	Gliding Club of WA
Date:	15 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

Cr Rod Carter disclosed an Interest as a Gliding Club Member.

Moved Cr Graham Cooper Seconded Cr Clive Gibsone

That Cr Carter be allowed to remain in the room.

Carried 6/0

Proposal

To consider the final draft lease document for the Gliding Club of WA – Cunderdin Airfield.

Attachment

Letter from Gliding Club of WA (Mr James Cooper – President)

Draft Lease document - McLeod & Co

Background

Ordinary Council meeting 18th February 2010 – Report 9.8

Council resolved at its Ordinary Council meeting held on the 15th May 2010 as follows.

Resolution 9.4

That Council RESOLVE

- (a) *to receive Report 9.4 on the proposed GCWA draft lease.*
- (b) *the following clauses be amended;*
 - clause 24.1 from 6 months to 12 months notice*
 - clauses 10.1 & 10.2 as detailed in report 9.5*
- (c) *That the CEO be authorised to seek further instruction from Council's solicitors for the following issues;*
 - Ensuring gliding club members have access to their hangars at all times – entry in & out.*
 - Introduction of a rent review mechanism in addition to the current CPI provisions, that accounts for future growth in the clubs membership.*
- (d) *That the proposed lease amount be amended to \$7,000 pa, increased annually in line with CPI & club membership movements.*

Moved Cr Graham Cooper Seconded Cr Dianne Kelly

Vote – Simple majority Carried 7/0

Cr Rod Carter was invited to return to the chambers & his chair at 6:05pm and was informed of Council's decision.

Notes:

Rent Review mechanism

Include new provision that requires Gliding Club to provide memberships numbers at the 30th May each year.

Eg Rent review triggered (in addition to CPI increases each year) by movements/increase in club member numbers – maybe movements of more than 50 additional new members.

Base membership 60, increases to 110 rent review triggered, next would be 160....etc

Previously advised membership number 60.

Exclusive Club use

The GCWA have requested exclusive rights as the only Gliding Club to be housed at the Cunderdin Airfield. Requested that Council not grant a lease to another gliding club.

Will not preclude other private gliders or aeroplanes from using the facility (airfield).

The CEO advised an MOU may be the most appropriate method to address this issue, & will take further advice from council's solicitors.

Comment

A further request for more amendments has been received from the Gliding Club of WA – refer to the attached letter from Mr James Cooper (Gliding Club President).

An informal Audit Committee meeting was held on the 6th July 2010 to review the latest draft lease.

The committee has recommended to council the following in response to Mr J Cooper's letter.

Clause 4 - Rent Review

The Audit committee recommend the following options in regards to this clause;

(Option 1) - Accept the current clause, at a reduced rate of \$120 per member

(Option 2) - New clause to introduce 5 yearly rent review.

(Option 3) – Annual lease (remove 25 year term) rent reviewed yearly.

SCHEDULE (ITEM 9 - Licence to operate)

No changes recommended

Clause 19.2

Be amended to exclude Hangars (A) & (B) as shown on annexure "A" (Owned by Gliding club)

Clause 24 – Termination by Lessor

No amendment recommended.

The purpose of this clause is to compensate the Gliding for their own expenditure on improvements to the hut. Current provision was considered adequate, a definitive figure was never agreed to.

Clause 23 Building Insurance

No amendment recommended.

Clause 7.1 (c) states;

(c) where the **lessor so requires**, insurance to cover the Lessee's fixture, fitting,.....

It is council's intention to insure the building only, therefore it will not be required.

All other terms to apply as drafted by McLeod & Co.

Statutory Implications

Local Government (Functions and General) Regulations 1996 state;

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

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Cr Cooper suggested the option 1 – Rent Review should be reduced to \$115.00 per. All members present agreed.

Resolution 9.6

- (a) That council endorse the recommendations of the Audit Committee meeting, subject to amending Option 1 (Rent Review) to \$115.00 per member.
- (b) That Council resolves to advise the Gliding Club of WA of the proposed final amendments to the terms of the lease document.
- (b) That subject to the Gliding Club of WA accepting the Lease document (either option 1, 2 or 3 – rent review) as amended, the Shire President & CEO be authorised to sign and affix the Common Seal to the Lease document.

Moved Cr Graham Cooper

Seconded Cr Doug Kelly

Vote - Simple majority

Carried 7/0

Gliding Club of Western Australia
Po Box 6231
East Perth
WA
6892
Tel 042 999 2468
james@jamescooper.com.au
www.glidingwa.com.au



Cunderdin Shire.
Po Box 100
Cunderdin
WA 6407

We have read the new lease and have noted a few point that did not reflect previous understandings.

It should be noted that we have not seen Annexure A and we would appreciate if we could see this before the final instructions go to McLeods. Attached is our record of Annexure A, based on previous negotiations.

We would also appreciate if final instructions to McLeods was sent to us for final comment, to prevent misunderstandings.

RENT REVIEW

Item 8b This states that there will be an additional 5 yearly review based on membership. This was not negotiated with the club and is unacceptable. Rod has been given details as to why.

LICENCE TO OPERATE

9.1 (b) We suggest that additional words be added as in bold.
The License shall not apply to any portion of the Land **not being a Runway or Taxiway** that is:

9.1 (d) We would like to change the wording "The Lessor may **terminate** the Licence" to "The Lessor may **suspend** the Licence until the breach is rectified."

BUILDINGS

Two sections refer to buildings built by GCWA
19.2 States All buildings, improvements and other fixtures on the Premises, whether constructed by the Lessee or Lessor, are the property of the Lessor and shall remain on the Premises upon the expiration of the Lease.
We would like to change to "All Buildings constructed by the Lessee may be sold by the Lessee or removed by the Lessee within 12 months of notice of lease termination."

LEASE TERMINATION

We were under the impression and at the meeting between the Graham, Clive Garry, Knut and James Cooper it was understood that if the shire terminated the lease they would compensate

GCWA by the current value of \$300,000 based on CPI, for relocation costs. This is still not in the lease. It appears to have been omitted.

BUILDING INSURANCE

7.1b Insurance of windows we believe not to be applicable Windows and doors should be covered by the Shire's building insurance.

Clause 23

We believe that the shire should, as the responsible land lord, cover this cost. Therefore the text shown should be deleted.

The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings, ~~and the Lessee will reimburse the Lessor for any premiums or other costs arising therefrom.~~ This insurance will be deemed to constitute an "insurance required" for the purposes of clause 7.1 of this Lease, except to the extent that clause 7.1 requires the Lessee to effect the insurance or produce receipts thereof.

Thank you for attention to these matters and we look forward to progress on the airfield development in the spirit of cooperation and good will.

Regards.

James Cooper.
President.

Lease – Portion of Cunderdin Airfield

Shire of Cunderdin

Gliding Club of Western Australia Inc.



McLeods
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010
Tel: (08) 9383 3133 | Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au
Ref: DFN:CUND-27380

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THIS LEASE is made _____ day of _____ 2010.

B E T W E E N :

SHIRE OF CUNDERDIN of Post)
Office Box 100, Cunderdin, Western)
Australia (the Lessor))

A N D

GLIDING CLUB OF WESTERN)
AUSTRALIA INC. of [Insert)
address] Western Australia, (the)
Lessee)

R E C I T A L S

- A. The Lessor is the registered proprietor of the land described in **Item 1** of the Schedule (the Land).
- B. The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 1** of the Schedule (the Premises), and the Lessor has agreed subject to the Parties entering into this agreement.

O P E R A T I V E P A R T :

1. GRANT OF LEASE

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance of the Lessee's Obligations.

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LESSEE'S RIGHTS & OBLIGATIONS

2. QUIET ENJOYMENT

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

3. RENT AND OTHER PAYMENTS

The Lessee AGREES with the Lessor:

(a) **Rent**

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule from the Commencement Date clear of any deductions whatsoever.

(b) **Outgoings**

(i) To pay to the Lessor or to such person as the Lessor may from time to time direct upon demand and punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:

(A) local government services and other charges, including but not limited to rubbish collection charges;

(B) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

(C) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;

(D) land tax and metropolitan regional improvement tax on a single ownership basis; and

(E) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

(ii) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in clause 3(b)(i) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

(c) **Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

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- (d) **Costs**
- (i) To pay to the Lessor on demand:
 - (A) all statutory duties, taxes, fines and penalties payable on or in connection with this Lease;
 - (B) all registration fees in connection with this Lease; and
 - (C) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
 - (ii) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (A) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (B) any breach of an obligation or agreement by the Lessee or an Authorised Person;
 - (C) the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (D) any work done at the Lessee's request; and
 - (E) any action or proceedings arising out of or incidental to any matters referred to in this clause 3(d) or any matter arising out of this Lease.

4. RENT REVIEW

- (a) The Rent will be reviewed on and from each Rent Review Date on the basis stipulated in **Item 8** of the Schedule to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (b) The reviewed Rent payable from a Rent Review Date upon which the reviewed Rent is based on the increase in the Consumer Price Index (All Groups for Perth) compiled by the Australian Bureau of Statistics (**Index**) will be the amount of Rent payable during the immediately preceding period increased by a percentage equal to the percentage increase in the Index having regard to the quarterly Index published immediately prior to the Commencement Date (in the case of the first Rent Review Date) or the immediately preceding Rent Review Date (in the case of a subsequent Rent Review Date) as the case may be and the quarterly Index published immediately prior to the relevant Rent Review Date. If the Index is discontinued or suspended at any time or its method of computation is substantially altered the Lessor shall nominate the substitution of another appropriate Index.
- (c) Notwithstanding the provisions of this clause, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

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- (d) The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

5. ACCRUAL OF AMOUNTS PAYABLE

Amounts Payable accrue on a daily basis.

6. PAYMENT OF MONEY

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. INSURANCE

7.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value; and
- (c) where the Lessor so requires, insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

7.2 Details and Receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or

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- (ii) when a policy of insurance is cancelled.

7.3 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might;

- (a) render any insurance effected under clause 7.1 on the Premises, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.4 Reports

Each party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

7.5 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by clauses 7.1.

7.6 Lessor as Attorney

The Lessee appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by clauses 7.1;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clause 7.1;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

7.7 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clause 7.1.

7.8 Lessee's equipment and possessions

The Lessee ACKNOWLEDGES it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

8. INDEMNITY

8.1 Indemnity

The Lessee indemnifies the Lessor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any damage to the Premises, or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,

and for which the Lessor becomes liable.

8.2 Indemnity Unaffected by Insurance

- (a) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under clause 8.1 is paramount; and
- (b) if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 8.1 will be reduced by the extent of such payment.

9. USE

9.1 Restrictions on Use

(a) Generally

The Lessee must not and must not suffer or permit a person to:

- (i) use the Premises or any part of it for any purpose other than for the purpose for which the Premises are held by the Lessee, as set out at **Item 6** of the Schedule; or
- (ii) use the Premises for any purpose which is not permitted under any local planning scheme, local laws, acts, statutes or any law relating to health.

(b) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(c) **No nuisance**

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(d) **No dangerous substances**

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (i) any such storage must comply with all relevant statutory provisions;
- (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (iv) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(e) **No harm or stress**

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(f) **No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(g) **No smoking**

The Lessee must not suffer or permit a person to smoke in any building on the Premises.

(h) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(i) **Sale of Alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(j) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(k) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

9.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

9.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

9.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

10. KEYS AND ACCESS

10.1 Key Register

- (a) The Lessee is to maintain an up-to-date register of keys to the Premises at all times.
- (b) The Lessee and its members are responsible for the safe storage and security of their keys to the premises.

10.2 Responsibilities of lessee

- (a) The Lessee is to be responsible for the cost of producing keys that are issued to its members
- (b) The Lessee is to be responsible for the cost of any replacement keys required by it or its members

10.3 No change of locks without approval

- (a) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor.

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- (b) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

10.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

11. MAINTENANCE, REPAIR AND CLEANING

11.1 Generally

- (a) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to:
 - (i) maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (A) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (B) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any action or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises;
- (b) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing:
 - (i) any electrical fittings and fixtures;
 - (ii) any plumbing;
 - (iii) any air-conditioning fittings and fixtures; and
 - (iv) any gas fittings and fixtures, in or on the Premises

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Maintain Surroundings

- (a) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees;
- (b) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense;
- (c) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require; and
- (d) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.3 Pest Control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

11.4 Responsibility for Securing the Premises

(a) Securing Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

(b) Installation of Security Systems

Subject to prior written approval from the Lessor, the Lessee may install a security system to the Premises, PROVIDED the Lessee:

- (i) pays for all costs associated with the installation and ongoing monitoring of the security system; and
- (ii) provides the Lessor with access keys or alarm codes.

11.5 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions, including but not limited to a requirement to repaint the Premises or part thereof, that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

11.6 Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

12. ALTERATIONS

12.1 Restriction

The Lessee must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local planning scheme of the Lessor;

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in clause 11, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

12.2 Consent

- (a) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 12.1 the Lessor may:
 - (i) give such consent subject to conditions; and
 - (ii) require that the works be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (iii) require that any works be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in clause 12.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this clause 12 will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

13. REPORT TO LESSOR

The Lessee must immediately report to the Lessor:

(a) **Vandalism**

any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;

(b) **Pollution**

any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;

(c) **Notices, etc**

all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor;

(d) **Defects**

any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

14. PROVISION OF INFORMATION

The Lessee AGREES to provide to the Lessor, upon the Lessor's request, where applicable:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders or its rules of association during the Term; and
- (c) any information on the Lessee's membership and other information on the Lessee reasonably required by the Lessor.

15. NO ASSIGNMENT, SUBLETTING AND CHARGING

15.1 No Assignment or Subletting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, which consent may be withheld for any reason whatsoever in the Lessor's absolute discretion.

15.2 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

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15.3 No Mortgage or Charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

16. NO CAVEAT OR OTHER INTEREST

16.1 No Caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor.

16.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of six (6) months after Termination of this Lease

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate;

- (d) a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease.

16.3 Costs of Removal, Indemnity and Ratification

- (a) The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause; and
- (b) the Lessee indemnifies the Lessor against:
 - (i) any loss arising from any act done under clause 16; and
 - (ii) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in clause 16.

17. STATUTORY OBLIGATIONS & NOTICES

17.1 Comply with Statutes

The Lessee must:

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- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 9;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 17.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 17.1.

18. TERMINATION BY LESSEE

18.1 Right of Lessee to terminate lease

The Lessee may in its absolute discretion terminate this lease at any time during the Term, provided six (6) months written notice of the Lessee's intention to terminate the lease is first given to the Lessor.

18.2 No compensation payable where termination by Lessee

Where the Lessee exercises its right pursuant to clause 18.1 to terminate the Lease, the Lessee shall not be entitled to any compensation in respect of any improvements constructed by the Lessee on the Premises.

19. OBLIGATIONS ON EXPIRY OR TERMINATION OF LEASE

19.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Obligations under this Lease fair wear and tear excepted.

19.2 Buildings and improvements to remain property of Lessor

All buildings, improvements and other fixtures on the Premises, whether constructed by the Lessee or Lessor, are the property of the Lessor and shall remain on the Premises upon the expiration of the Lease.

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19.3 Remove Lessee's Property prior to Termination

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's signs, fittings, plant, equipment and other articles upon the Premises (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

19.4 Lessor can Remove Lessee's Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing such property.

19.5 Peacefully Surrender

On Termination the Lessee must:

- (a) peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee's Obligations under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor;

19.6 Obligations to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

LESSOR'S RIGHTS & OBLIGATIONS

20. PROVIDE KEYS

The Lessor will provide the Lessee with one (1) set of keys for access to the Premises and all rooms therein upon the signing of the Lease.

21. LESSOR'S RIGHT OF ENTRY

21.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and
- (iii) with or without plant, equipment, machinery and materials;

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- (b) for each of the following purposes:
 - (i) to undertake property inspections to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

21.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 21.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

22. LIMIT OF LESSOR'S LIABILITY

22.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

22.2 Limit on Liability for Breach of Lessor's Obligations

- (a) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises; and
- (b) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

23. BUILDING INSURANCE

The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings, and the Lessee will reimburse the Lessor for any premiums or other costs arising therefrom. This insurance will be deemed to constitute an "insurance required" for the purposes of clause 7.1 of this Lease, except to the extent that clause 7.1 requires the Lessee to effect the insurance or produce receipts thereof.

24. TERMINATION BY LESSOR

24.1 Right of Lessor to terminate lease

The Lessor may in its absolute discretion terminate this lease at any time during the Term, provided twelve (12) months written notice of the Lessor's intention to terminate the lease is first given to the Lessee.

24.2 Compensation for improvements constructed by Lessee

Where the Lessor exercises its right pursuant to clause 24.1 to terminate the Lease, the Lessor shall pay to the Lessee the current market value of any improvements on the Premises constructed by the Lessee during the Term, as determined by a valuer licensed under the *Land Valuers Licensing Act 1978*, to be appointed by agreement of the parties or failing such agreement, at the request of either party by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Termination Date by that Institute).

24.3 No compensation payable where termination by Lessor

Where the Lessor exercises its right pursuant to clause 24.1 to terminate the Lease, the Lessee shall not be entitled to any compensation or remedy in respect of such termination other than that provided by clause 24.2.

MUTUAL AGREEMENTS

25. DAMAGE OR DESTRUCTION OF PREMISES

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the other party.

26. OPTION TO RENEW

26.1 Exercise of Option

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term as specified in Item 3 of the Schedule (if any) and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained;
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Obligations; and

the Lessor shall grant to the Lessee a lease for the Further Term as specified in **Item 3** of the Schedule at the Rent and on terms and conditions similar to this Lease other than this **clause 26** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

27. HOLDING OVER

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

28. DEFAULT

28.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the association is wound up whether voluntarily or otherwise;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

28.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 28.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and

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- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 27,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

28.3 Lessor May Remedy Lessee's default

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

28.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers of the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

28.5 Essential Terms

Each of the Lessee's Obligations in clauses 3 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 9 (Use), 11 (Maintenance, Repair and Cleaning), 15 (No Assignment, Subletting and Charging) and 31 (Goods and Services Tax) is an essential term of this Lease but this clause 28 does not mean or imply that there are no other essential terms in this Lease.

28.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee AGREES with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or

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- (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the obligation set out in this clause 28.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

28.7 No compensation for improvements upon forfeiture

In the event the Lease is forfeited pursuant to clause 28.2, no compensation shall be payable by the Lessor to the Lessee in respect of any improvements constructed on the Premises by the Lessee during the Term.

29. DISPUTES

29.1 Appointment of Arbitrator

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 1985 and the Lessor and the Lessee may each be represented by a legal practitioner.

29.2 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

30. CONSENTS

30.1 Western Australian Planning Commission's Consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

30.2 Minister for Land's Consent

In the event that the Land is subject to the provisions of the *Land Administration Act 1997* the grant of this Lease is made expressly subject to and is conditional on the consent of the Minister for Lands to this Lease.

31. GOODS AND SERVICES TAX

(a) Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(b) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with clause 31(a).

(c) GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to clause 31(b), the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

32. ADDITIONAL TERMS AND CONDITIONS

Each of the terms and conditions (if any) specified in **Item 9** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

GENERAL PROVISIONS

33. NOTICE

33.1 Form of Delivery

A Notice to a person must be in writing and may be given or made:

- (a) by a delivery to the person personally; or

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- (b) by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

33.2 Service of Notice

A Notice to a person is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 33.1, at the time of leaving the Notice provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in clause 33.1, on the second business day following the date of posting of the Notice.

33.3 Signing of Notice

A Notice to a person may be signed:

- (a) if given by an individual by the person giving the Notice;
- (b) if given by a corporation by a director, secretary or manager of that corporation; or
- (c) if given by a local government, by the CEO or a person authorised to sign on behalf of the local government; or
- (d) by a solicitor or other agent of the person, corporation or local government giving the Notice.

34. AMENDMENTS TO LEASE

Subject to such consents as are required by this Lease or at law, this Lease may be varied by the agreement of the parties in writing.

35. WAIVER

35.1 No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

35.2 Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

36. ACTS BY AGENTS

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

37. STATUTORY POWERS

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. FURTHER ASSURANCE

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

39. SEVERANCE

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

40. MORATORIUM

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

41. GOVERNING LAW

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

DEFINITIONS & INTERPRETATION

42. DEFINITIONS

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the consent or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

CPI means the Consumer Price Index (All Groups for Perth) compiled by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means the further term (if any) specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

Land means the land described at **Item 1** of the Schedule;

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

Lessee's Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

Lessor's Obligations means the agreements and obligations set out or implied in this Lease, or imposed by law to be performed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described at **Item 1** of the Schedule;

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Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by lapse of time or sooner determination of the Term or any period of holding over.

43. INTERPRETATION

In this Lease, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:

- (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

SCHEDULE

ITEM 1: LAND AND PREMISES

Land

Lot 3 on Deposited Plan 7175 and being the whole of the land comprised in Crown Land Certificate of Title Volume 1946 Folio 814

Premises

Those portions of the Land hachured on the sketch annexed hereto as "Annexure A", together with any buildings or improvements situated thereon.

ITEM 2: TERM

Twenty five (25) years commencing on *[insert date]* and expiring on *[insert date]*

ITEM 3: FURTHER TERM

Not Applicable

ITEM 4: COMMENCEMENT DATE

ITEM 5: RENT

Seven thousand dollars (\$7,000) per annum exclusive of GST payable in advance in equal monthly instalments of five hundred and eighty three dollars and thirty three cents dollars (\$583.33) per month exclusive of GST, with the first instalment due on the Commencement Date

ITEM 6: USE

Gliding Club

ITEM 7: PUBLIC LIABILITY INSURANCE

Ten Million Dollars (\$10,000,000)

ITEM 8: RENT REVIEW

A rent review shall be conducted on each anniversary of the Commencement Date during the Term based on CPI, other than on each fifth anniversary of the Commencement Date at which time the rent shall be increased:

- (a) based on CPI; or

(b) based on the following formula:

Number of Lessee's members x 125 = Rent

according to whichever method of review results in the higher rental.

ITEM 9: ADDITIONAL TERMS AND CONDITIONS

1. Licence to use airfield and associated facilities

- (a) Subject to paragraphs (b) to (e), the Lessor grants to the Lessee a non-exclusive licence to enter upon that portion of the Land not comprising the Premises (but excluding those areas described in paragraph (b)) and use any facilities situated thereon for the purpose stipulated in **Item 6 (Licence)**, including but not limited to use of any roads or taxi ways for entry into and out of the hangars of the Lessee comprising the Premises.
- (b) The Licence shall not apply to any portion of the Land that is:
 - (i) the subject of a lease to a third party; or
 - (ii) is otherwise allocated for the exclusive use of a third party by the Lessor.
- (c) The Lessee's Obligations shall continue to apply and bind the Lessee when exercising its rights under the Licence, including but not limited to the obligations contained in the following provisions: clause 3(b) (Outgoings), clause 7 (Insurance), clause 8 (Indemnity), clause 9 (Use), clause 10 (Keys and Access), clause 12 (Alterations) and clause 13 (Report to Lessor).
- (d) The Lessor may terminate the Licence if the Lessee fails to remedy a breach of the Lessee's Obligations committed in its exercise of the Licence, within 14 days of written notice of such breach being given by the Lessor to the Lessee.
- (e) The Licence shall terminate upon expiry or determination of the Lease.

2. Lessor not to grant lease of portion of airfield to other gliding club

During the term of the Lease the Lessor undertakes not to grant a lease of any portion of the Cunderdin Airfield to an incorporated gliding club other than the Lessee. The Lessee acknowledges that the Lessor's undertaking pursuant to this clause shall not preclude other private gliders or aeroplanes from using the facilities situated on the Land.

EXECUTED by the parties as a Deed:

THE COMMON SEAL of the SHIRE)
OF CUNDERDIN was hereunto affixed)
in the presence of:)

CHIEF EXECUTIVE OFFICER

(PRINT FULL NAME)

SHIRE PRESIDENT

(PRINT FULL NAME)

THE COMMON SEAL of GLIDING CLUB OF WESTERN)
AUSTRALIA INC ("the Association") was hereunto affixed)
pursuant to the constitution of the Association in the presence of)
each of the undersigned each of whom hereby declares by the)
execution of this document that he or her holds the office in the)
Association indicated under his or her name:)

OFFICE HOLDER SIGN

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

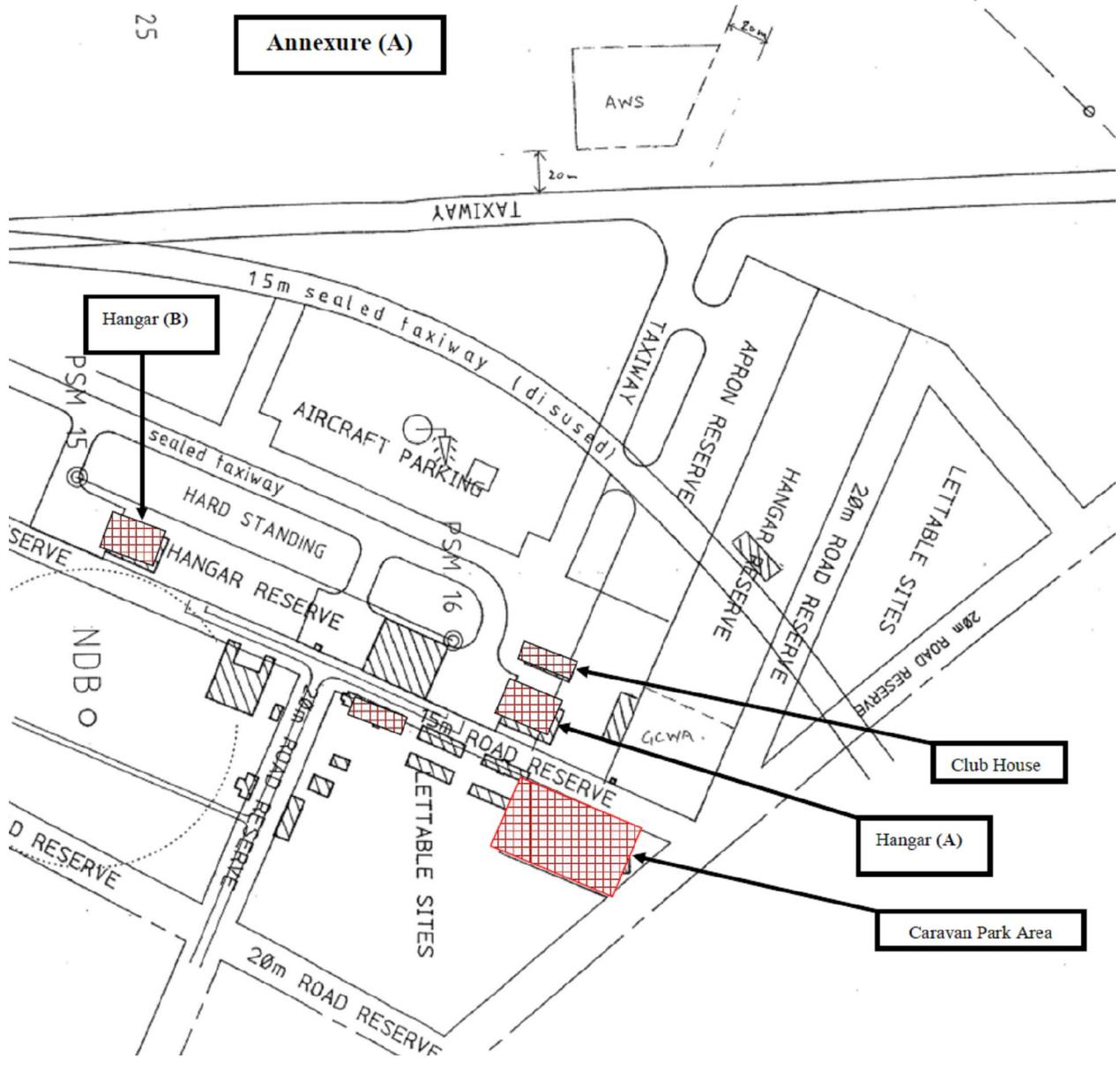
Office Held:
Full Name
Address

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Annexure (A)



9.7 Proposed General Agriculture Subdivision at Lots 24370 & 25171 Rabbit Proof Fence Road, Watercarrin.

Location:	Lots 24370 & 25171 Rabbit Proof Fence Road, Watercarrin
Applicant:	JBA Surveys
Date:	15.07.2010
Author:	City of Canning as consultant to the Shire of Cunderdin
Item Approved by:	Chief Executive Officer

Background

The application proposes to redefine the boundaries of Lots 24370 & 25171 Rabbit Proof Fence Road, Watercarrin.

Zoning: General Agriculture

Lot areas:

Existing Lot No.	Area (m ²)	Proposed Lot No.	Area (m ²)
24370	646.7282ha	801	255.6308ha
25171	163.0738ha	802	554.1712ha
TOTAL	809.802ha	TOTAL	809.802ha

Comments

Applications for subdivision are required to be assessed against the objectives of the General Agriculture zone and West Australian Planning Commission Development Control Policy 3.4 – Subdivision of Rural Land.

The objectives of the General Agriculture zone include;

- i) *To ensure the continuation of broad-acre farming as the principal land use in the District and encouraging where appropriate the retention and expansion of agricultural activities;*
- ii) *To protect the potential of agricultural land for primary production and to preserve the landscape and character of the rural areas;*
- iii) *To provide for a range of rural pursuits such as broad-acre and diversified farming which are compatible with the capability of the land and retain the rural character and amenity of the locality;*
- iv) *To control the fragmentation of broad-acre farming properties through the process of subdivision;*
- v) *To consider non-rural uses where they can be shown to be of benefit to the District and not detrimental to the natural resources or the environment;*

Previously Council has not supported the break-up of General Agricultural Land other than for the purposes as identified in WAPC Policy DC 3.4.

WAPC Policy DC 3.4 adopts a position whereby there is a general presumption against the further subdivision of agricultural land throughout the State unless for certain, specific purposes with proper detailed justification. These include;

- i) *The realignment of lot boundaries for farming purposes.*
- ii) *To reduce the area of large land parcels which are two or more times the area of typical lots used in the district for farming.*
- iii) *The protection or active conservation of areas of natural or built heritage.*
- iv) *To allow for the continued occupation of houses where they are no longer used in a farming operation (homestead lots).*

The proposal complies with the objectives of the General Agriculture zone and West Australian Planning Commission Development Control Policy 3.4. Conditional Approval is recommended accordingly.

Statutory Environment

Planning and Development Act 2005
Shire of Cunderdin Town Planning Scheme No.3

Policy Implications

WAPC DC Policy 3.4 – Subdivision of Rural Land
Shire of Cunderdin Local Planning Strategy

Public Consultation

Not required.

Financial Implications

Nil

Strategic Implications

Nil.

Resolution 9.7

- (a) Approval; subject to the condition stated below:
1. All buildings and effluent disposal systems having the necessary clearance from the new boundaries as required under the relevant legislation.

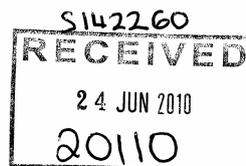
- (b) WAPC be advised of (a) above

Moved Cr Graham Cooper

Seconded Cr Todd Harris

Vote – **Simple majority**

Carried 7/0



Our Ref : 142260
Previous Ref : 139741
Your Ref :
Enquiries : Kelsie Lewis (Ph 9264)

18 June 2010

Chief Executive Officer
Shire Of Cunderdin
P O Box 100
CUNDERDIN WA 6407

Application No : 142260 - Lot 25171 Rabbit Proof Fence Road North , Watercarrin

The Western Australian Planning Commission has received an application for planning approval as detailed below. Plans and documentation relating to the proposal are attached. The Commission intends to determine this application within 90 days from the date of lodgement.

Please provide any information, comment or recommended conditions pertinent to this application by the 30th July 2010 being 42 days from the date of this letter. The Commission will not determine the application until the expiry of this time unless all responses have been received from referral agencies.

If your response cannot be provided within that period, please provide an interim reply advising of the reasons for the delay and the date by which a completed response will be made. No response to this request may be taken as an indication that there is no comment to offer.

This proposal has also been referred to the following organisations for their comments:
Western Power, Water Corporation and LG As Above.

Please quote the above reference on all correspondence relating to this application.

Yours faithfully

Tony Evans
Secretary
Western Australian Planning Commission

APPLICATION DETAILS

Application Type	Subdivision	Application No	142260
Applicant(s)	J B A Surveys		
Owner(s)	Robert Sydney Jenzen		
Locality	Lot 25171 Rabbit Proof Fence Road North , Watercarrin		
Lot No(s)	24370,25171	Purpose	Rural
Location		Local Gov. Zoning	General Agriculture
Volume/Folio No.	1252/819, 1146/122	Local Government	As Above
Plan/Diagram No.	158781,P14870824370	Tax Sheet	Derdibin 16.01
Centroid Coordinates	524144mE 6520314mN		
Other Factors			

Albert Facey House, 469 Wellington Street (cnr Forrest Place), Perth, Western Australia 6000
Tel: (08) 9264 7777; Fax: (08) 9264 7566; TTY: (08) 9264 7535; Infoline: 1800 626 477
e-mail: corporate@wapc.wa.gov.au; web address: <http://www.planning.wa.gov.au>
ABN 35 482 341 493



Form 1A Application for Approval of Freehold or Survey Strata Subdivision



Important information for applicants

- 1 Please read all of this form carefully and consult the application guide and schedule of fees for further information. The application may not be accepted and will be returned to the applicant with the submitted fee if these requirements are incorrect or incomplete.
- 2 The WAPC is responsible for determining applications for freehold and survey strata subdivision under the *Planning and Development Act 2005* and *Strata Titles Act 1985*. The information required for an application is authorised by regulation 4 of the Planning and Development Regulations 2009. There are penalties for providing false information.
- 3 Applications for a freehold and survey strata subdivision require a fully completed form 1A with any additional information attached, the correct application fee and multiple copies of a subdivision plan and any supporting documentation (see part 7 of form 1A).
- 4 Subdivision plans must be based on an accurate and up-to-date feature survey (survey of existing physical features and improvements such as driveways, buildings as required by part 7). The additional information requirements, under part 7 item 17, are not required for amalgamation approval.
- 5 The applicant must sign part 1. All landowners or an agent with written authority must sign part 3. Agents must provide written authority from the landowner.
- 6 The application fee must accord with the current schedule of fees.
- 7 Applicants must check that there are no restrictive covenants applying to the land or if there are, attend to the resulting liabilities and obligations. The WAPC is only bound by the terms of restrictive covenants created under statute in favour of a public authority.
- 8 Applicants must state the application type, freehold or survey strata subdivision, on part 5 of form 1A. A separate application is required for each application type, freehold or survey strata subdivision. Application fees for cancelled applications will not be refunded if the application has been referred to external agencies.

1 Applicant

The applicant is the person with whom the WAPC will correspond and, if the application is approved, the person to whom the approval will be sent.

Name / company	JBA Surveys		
Contact person	Noel Wells		
Postal address	PO Box 1032		
Town / suburb	Bentley DC WA	Phone number/s	9450 7188
Postcode	6983	Fax	9450 7199
		Email (optional)	noel@jbasurveys.com.au

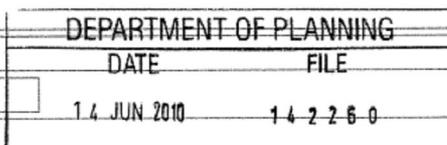
The form 1A has been completed in full and all relevant information is attached

Applicant signature		
Print name and position <small>(if signing on behalf of a company or agency)</small>	Noel Wells - Licensed Surveyor	Date
		20-Aug-2009

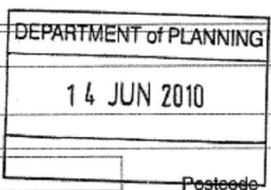
2 Landowners

All the registered proprietors (landowners) as shown on the certificate/s of title for the subject lot/s must be provided. A change of name must be supported by relevant documentation such as a transfer of land document that incorporates a lodgement receipt, a company search from the Australian Securities and Investment Commission, a marriage certificate or a change of name certificate. If there are more than two landowners please provide the additional information on a separate page.

Full name	Robert Sydney Jenzen	
Company / agency <small>(if applicable)</small>		
ACN/ABN <small>(if applicable)</small>		
Postal address	Post Office	
Town / suburb	Cunderdin	Postcode
		6407



Full name		
Company / agency <small>(if applicable)</small>		
ACN/ABN <small>(if applicable)</small>		
Postal address		
Town / suburb		Postcode



Version: 8.0 (June 2009)

3 Consent to apply

Registered proprietor/s (landowner/s) or the authorised agent's details **must** be provided in this section. If there are more than two landowners please provide all relevant information on a separate page. Signature/s must be provided by all registered proprietors or by an authorised agent. **Alternatively**, a letter of consent, which is signed by all registered proprietors or by the authorised agent, can be provided.

Full name

Company / agency (if applicable)

ACN/ABN (if applicable)

Postal address

Town / suburb Postcode

The landowner/s or authorised agent consents to the applicant submitting this application

Signature Date

Print name and position (if signing on behalf of a company or agency)

Full name

Company / agency (if applicable)

ACN/ABN (if applicable)

Postal address

Town / suburb

DATE FILE

Postcode

The landowner/s or authorised agent consents to the applicant submitting this application

Signature

Date

Print name and position (if signing on behalf of a company or agency)

Please tick 'yes' or 'no' for each statement.

- 1 All registered proprietors (landowners) listed on the certificate/s of title have signed the application or an attached letter of consent. yes no
- 2 Consent to apply is given on behalf of landowners. yes no
 If you indicate 'yes', a letter of consent that is signed by the registered proprietor/s as shown on the certificate/s of title and/or an endorsed power of attorney or other evidence must be provided.
 If the subject land is owned by a company, you must confirm whether it is a sole proprietorship company and state the full name/s and position/s of the company signatory/ies, company name and ACN/ABN on the form 1A. Appropriate company signatory/ies include one director and the company seal, two directors or one director and one secretary.
 If the subject land is owned by a strata company, part 3 or a letter of consent can be signed by the company secretary or by an elected person of the company providing proof of authority either by letter of delegated authority, signed by all strata owners or minutes showing delegated authority.
- 3 The application is by or on behalf of a prospective purchaser/s under contract of sale or offer and acceptance. yes no
 If you indicate 'yes', evidence of landowner's consent must be provided. Relevant evidence may include an express provision of consent by the vendor on the contract of sale or offer and acceptance, a letter of consent from the registered proprietor/s giving prospective purchaser/s consent to lodge the application or copy of the transfer of land document that incorporates a lodgement receipt. Lodgement does not guarantee registration of the document and prospective purchaser/s must notify the WAPC in writing if the document is withdrawn or rejected from registration.
- 4 Consent to apply is given by or on behalf of joint tenant survivors. yes no
 If you indicate 'yes', a copy of the death certificate of the deceased landowner must be provided.
- 5 Consent to apply is given by or on behalf of an executor of a deceased estate. yes no
 If you indicate 'yes', a copy of the grant of probate or endorsed power of attorney must be provided.
- 6 This application includes land that is owned by or vested in, or held by management order by a government agency or local government. yes no
 If you indicate 'yes', you must ensure that part 3 or a letter of consent is signed by an authorised officer of the relevant agency or authority, stating the name and position of the signatory/ies.
- 7 This application includes Crown land. yes no
 If you indicate 'yes', you must ensure that part 3 or a letter of consent is signed by an authorised officer, State Land Services, Department of Regional Development and Lands, stating the name and position of the signatory/ies.

4 Certificate/s of title

Current copies of a record of certificate/s of title for all subject lot/s must be attached to the form. If there are more than two certificates of title please provide the additional information on a separate page. Duplicate certificate/s of title can not be accepted.

Certificate of title Volume Folio Diagram/plan/deposit plan no

Lot number and location of subject lot Lot no (whole/part) Location

Reserve no (if applicable)

Street number and name

Town / suburb Postcode

Nearest road intersection

Certificate of title Volume Folio Diagram/plan/deposit plan no

Lot number and location of subject lot Lot no (whole/part) Location

Reserve no (if applicable)

Street number and name

Town / suburb Postcode

Nearest road intersection

Current copies of all certificates of title are attached. yes no

Total number of current lot/s subject of this application

5 Summary of the proposal

Please print clearly and tick the appropriate boxes.

1 Application type subdivision or amalgamation

2 Tenure of proposed lot/s freehold (go to 4) or survey strata (go to 3)

3 Is common property proposed? yes no

4 Does the subject lot/s contain existing dwellings (ie buildings for residential purposes), outbuildings and/or structures? yes (go to 5) no (go to 6)

5 Please provide details of dwellings, outbuildings and/or structures

dwellings number of dwellings

all to be retained all to be removed partially retained/removed (please specify)

and/or outbuilding/s and/or structures number of outbuildings and/or structures

all to be retained all to be removed partially retained/removed (please specify)

Sheds

and/or others (please specify)

6 Number of proposed lot/s

7 Current land use

8 Proposed land use / development
(please state the purpose of the subdivision and specify the proposed use of each of the proposed lots)

9 Local government where the subject land is located City/Town/Shire of

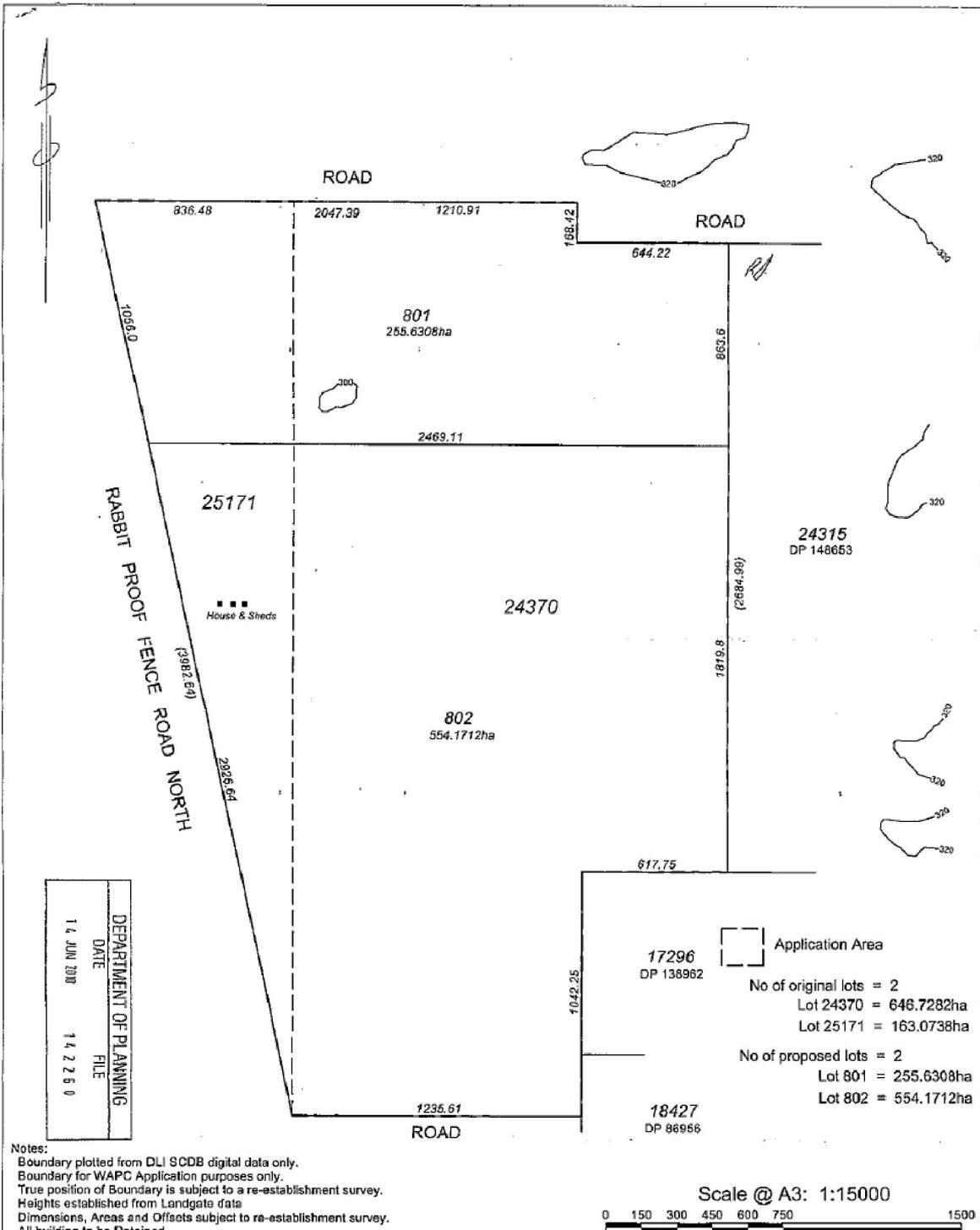
DEPARTMENT OF PLANNING	
DATE	FILE
14 JUN 2010	14 2 2 6 0

6 Application fee

The application fees are listed in the schedule of fees which is reviewed annually. Please ensure the fees submitted accord with the current fee schedule. Cheques should be made out to the Western Australian Planning Commission.

The correct application fee determined in accordance with the current schedule of fees is attached. yes \$

Version: 8.0 (June 2009)



Notes:
 Boundary plotted from DLI SCDB digital data only.
 Boundary for WAPC Application purposes only.
 True position of Boundary is subject to a re-establishment survey.
 Heights established from Landgate data
 Dimensions, Areas and Offsets subject to re-establishment survey.
 All building to be Retained

Date File: 101783P-01-30032010 - APS01-Rev01

 128 Poplar Ave, Salters Point, WA 6152 Ph: 9450 7185 Fax: 9450 7192 email: jba@jbasurveys.com.au web: www.jbasurveys.com.au	Client:	Title			Scale: @A3
	NORM JENZEN	PROPOSED SUBDIVISION Project: LOT 24370 ON DP148708 & LOT 25171 ON DP 158781 No 2200 RABBIT PROOF FENCE ROAD NORTH WATERCARRIN, WA 6407 C/T's 1146-122, 1252-819			Datum: 1:15000 Vert: AHD Horiz: MGA94 Z50
Surveyor:	Date:	JBA/FBLB:	Drawn By:	Approved By:	Job No: / Description:
GAL	30.3.2010		IBD	NRW	107763 / APS01
					Rev: 01

9.8 Proposed Outbuilding (Shed) at Lot 1 Hodgson Street, Cunderdin.

Location:	Lot 1 Hodgson Street, Cunderdin.
Applicant:	Philip Ovens
Date:	15.07.2010
Author:	City of Canning as Consultant to Shire of Cunderdin
Item Approved by:	Chief Executive Officer

Proposal

Cr Clive Gibsone disclosed a proximity interest, as the property adjoins his.

To consider the construction of an outbuilding (shed) at Lot 1 Hodgson Street, Cunderdin. The proposed shed has a wall height of 2.8m, a ridge height of 3.6m and total floor area of 54.6m².

Background

Zoning: R10
Lot Area: 1106m²

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. Council's discretion is required with regard to proposed boundary setbacks and wall height.

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

Boundary Setbacks

- R-codes specify that the proposed wall of 9.1m in length by 2.8m in height is required to be setback 1.5m from the boundary. Proposed is 0.1m, assessment against the Performance Criteria is thus required.

Clause 6.3.1 Performance Criteria of the R-Codes states that buildings are to be setback from boundaries so as to;

- *Provide adequate direct sun and ventilation to the building;*
- *Ensure adequate direct sun and ventilation is available to adjoining properties;*
- *Provide adequate direct sun to the building and appurtenant open spaces;*
- *Assist with the protection of access to direct sun for adjoining properties;*
- *Assist in ameliorating the impacts of building bulk on adjoining properties;*
- *Assist in protecting privacy between adjoining properties*

The existing dwelling on the adjoining property Lot 20 Hastie Street is setback >40m from the Right side (Southern) boundary. Adequate access to sunlight and ventilation is maintained. It is noted that the owners of the adjoining property have submitted a notice of no objection to the proposal.

Wall Height

- The R-codes provide for outbuildings with a wall height that does not exceed 2.4m and a ridge height of 4.2m. The proposed 2.8m ridge height thus requires assessment under the Performance Criteria.

Clause 6.10.1 of the Codes specifies;

- *Outbuildings that do not detract from the streetscape or the visual amenity of residents or neighbouring properties.*

As above the existing dwelling on the adjoining property is setback so as to not be affected by the proposal. The proposed outbuilding is setback 27.2m from the Hodgson Street, the streetscape is not adversely affected.

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.

The proposal complies with provisions of the R-codes Performance Criteria. Council has the opportunity to approve, refuse or defer consideration of applications. Should Council consider that Performance Criteria, Scheme or Policy Provisions are not satisfied then Council may refuse the Application.

Statutory Environment

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

Policy Implications

Nil

Public Consultation

Nil

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 9.8

That Council approve the application for a proposed outbuilding (shed) at Lot 1 Hodgson Street, Cunderdin subject to the following conditions:

1. The proposed development is to comply in all respects with the submitted plans approved on 15.07.2010 and stamped accordingly.
2. Stormwater from all roofed and paved areas is to be collected and contained on site.

Moved Cr Clive Gibsone

Seconded Cr Dennis Whisson

Vote – **Simple majority**

Carried 6/0



CLADDING			
ITEM	PROFILE (mm)	FINISH	COLOR
ROOF	TRIMBLE-CL	COLORBOND DD	DD
WALLS	TRIMBLE-CL	COLORBOND CC	CC
ROOFING		COLORBOND CC	CC
BASE		COLORBOND DD	DD
GUTTER	FLU-LIQ	COLORBOND DD	DD
DOWNPIPE	3063	COLORBOND CC	CC

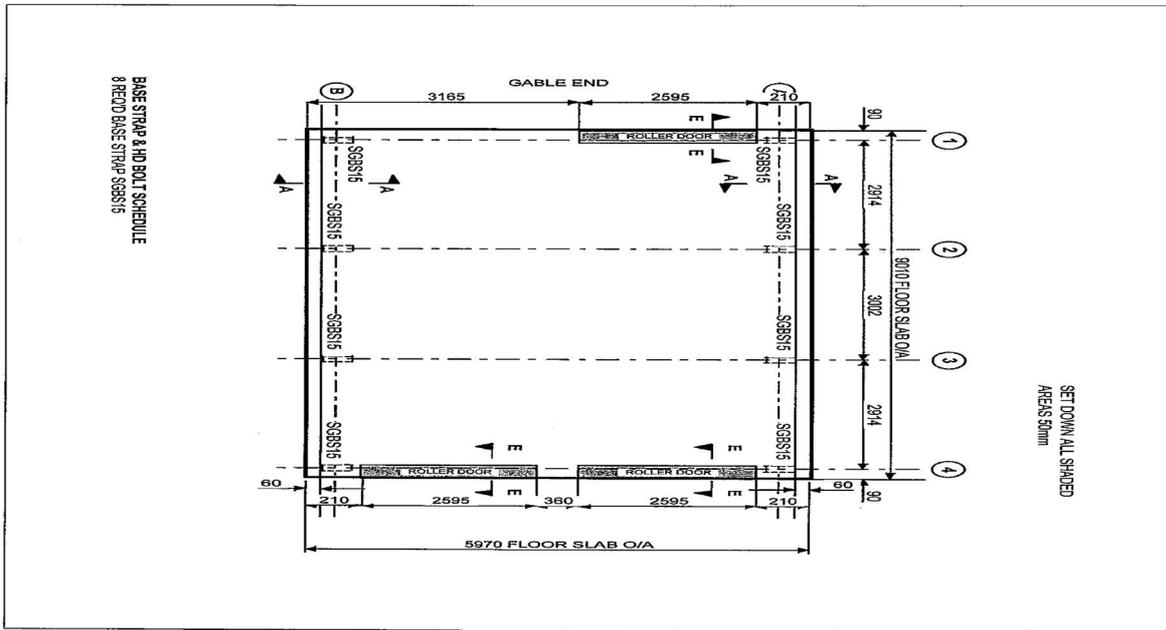
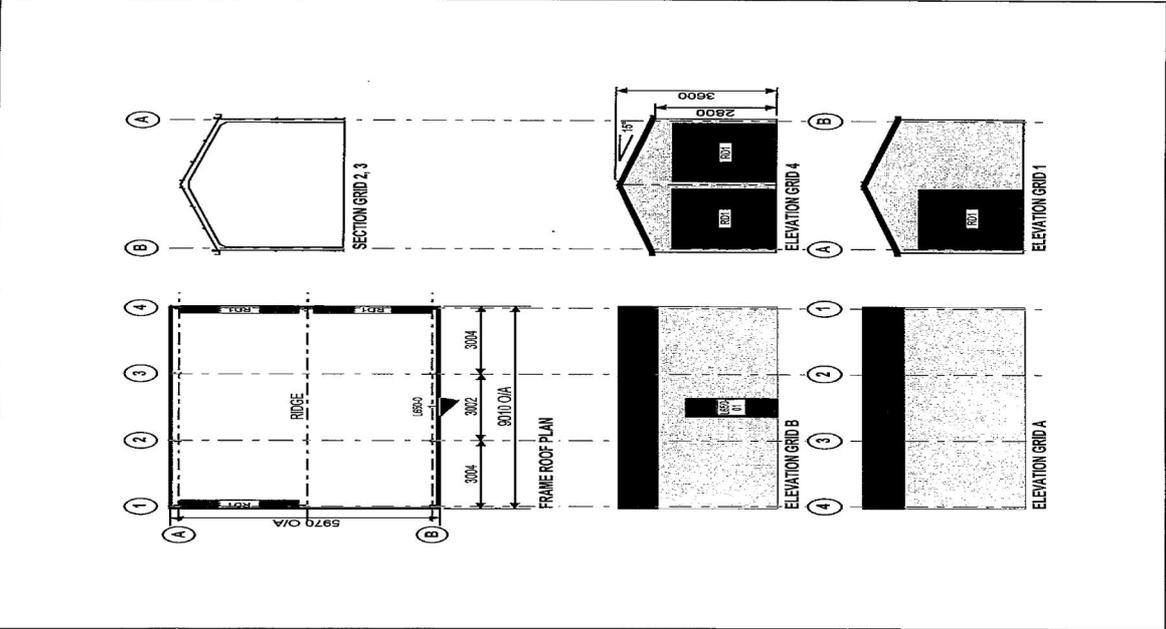
ACCESSORY SCHEDULE & LEGEND	
QTY	MARK DESCRIPTION
3	RIP 800 P.O. Metal RID, 2261 (9m x 255 x 46)
1	1655 (1) Laminated Glass Panel 6.0 (659) 1.6 (204) 600 (20mm)

WIND DESIGN		
IMPORTANCE LEVEL	REGION	TERRAIN
2	A	2.5

ARCHITECTURAL DRAWINGS ONLY NOT FOR CONSTRUCTION USE	
CLIENT	Phil Owens
SITE	24 Hodgson Street CUNDERDIN WA 6407
BUILDING	SUNDOWN DELUXE 5970 SPAN X 2800 EAVE X 9010 LONG

GENERAL ARRANGEMENT	
SCALE	DRAWING NUMBER
ASPECT 1:125	31024-GA
	PAGE 1/1

GENERAL ARRANGEMENT	
SCALE	DRAWING NUMBER
ASPECT 1:125	31024-GA
	PAGE 1/1



CLIENT	
PHIL OWENS	
SITE	
24 HODGSON STREET CUNDERDIN WA 6407	
BUILDING	
SUNDOWN DELUXE 5970 SPAN X 2800 EAVE X 9010 LONG	
TITLE	
RC SLAB PLAN	
SCALE	DRAWING NUMBER
1:125	31024-RSP
PAGE	
1/1	

SECTION A-A	
BASE STRAP LOCATION SLAB	
	<p>NOTES</p> <p>ALL DIMENSIONS SHOULD BE CHECKED AND VERIFIED PRIOR TO COMMENCEMENT OF ANY WORKS.</p> <p>SEE ERECTION INSTRUCTIONS FOR SECTION & SLAB DETAILS.</p> <p>SEE ENG-BEL-DEL-22 FOR ADDITIONAL DETS NOTES & CONCRETE SPECIFICATION.</p> <p>T₁ = 200 W₁ = 200</p> <p>T₂ = 154 FOR SSBS15</p> <p>H₁ = 100</p>

NOTES	
<p>ALL DIMENSIONS SHOULD BE CHECKED AND VERIFIED PRIOR TO COMMENCEMENT OF ANY WORKS.</p> <p>SEE ERECTION INSTRUCTIONS FOR SECTION & SLAB DETAILS.</p> <p>SEE ENG-BEL-DEL-22 FOR ADDITIONAL DETS NOTES & CONCRETE SPECIFICATION.</p>	



9.9 Proposed Single Dwelling at Lot 8 Lundy Avenue, Cunderdin.

Location:	Lot 8 Lundy Avenue, Cunderdin
Applicant:	WA Country Builders
Date:	15.07.2010
Author:	City of Canning as Consultant to Shire of Cunderdin
Item Approved by:	Chief Executive Officer

Proposal

To consider the construction of a single dwelling at Lot 8 Lundy Avenue Cunderdin. The proposal is assessed against the Residential Design Codes R- 20 requirements. Council's discretion is required with regard to the proposed boundary setbacks.

Background

Zoning: R20
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 vacant. Single dwelling is a permitted ('P') use within the R20 zone.

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

The subject site is zoned R20 under the Shire of Cunderdin Town Planning Scheme No. 3 (the Scheme).

Primary Street Setbacks

A 6.0m average and 3.0m minimum setback from the primary street is required. The development proposes a minimum setback of 8.059m.

Boundary Setbacks

The proposal involves an open sided verandah/patio 13.5m in length by 2.692m in height, setback 0.5m from the Right side (Western) boundary. Council policy provides for a minimum setback of 0.75m. Assessment against the Performance Criteria is thus required.

Clause 6.3.1 R-Codes states that buildings are to be setback from boundaries so as to;

- *Provide adequate direct sun and ventilation to the building;*
- *Ensure adequate direct sun and ventilation is available to adjoining properties;*
- *Provide adequate direct sun to the building and appurtenant open spaces;*
- *Assist with the protection of access to direct sun for adjoining properties;*
- *Assist in ameliorating the impacts of building bulk on adjoining properties;*
- *Assist in protecting privacy between adjoining properties*

The open sided nature of the structure and the proposed 0.5m setback allows adequate ventilation and access to sunlight to both the proposed dwelling and the adjoining property. It is

noted that the existing dwelling on the adjoining lot (Lot 9 Lundy Avenue) is setback >4m from the boundary.

A condition is recommended that the adjoining owners be given 14 days to comment on the reduced setback, and that the approval be conditional on their being no objections to the proposal.

Open Space

50% of the lot area is required to be open space, the proposal results in 71.7% open space. The proposed Outdoor Living Area is in excess of requirements.

Parking and Manoeuvring

There is sufficient space in the front setback for two compliant car bays. Vehicles will enter Lundy Avenue in reverse.

The proposal complies with provisions of the R-codes Performance Criteria. Council has the opportunity to approve, refuse or defer consideration of applications. Should Council consider that Performance Criteria, Scheme or Policy Provisions are not satisfied then Council may refuse the Application.

Statutory Environment

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

Policy Implications

Nil

Public Consultation

Nil

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 9.9

That Council approve the application for a proposed single dwelling at lot 8 Lundy Avenue, Cunderdin, subject to the following conditions:

1. The proposed development is to comply in all respects with the submitted plans approved on 15.07.2010 and stamped accordingly.
2. The proposed building is to be provided with an adequate effluent disposal system.
3. Stormwater from all roofed or paved areas is to be collected and contained on site.
4. This approval is conditional on the owners of adjoining Lot 9 Lundy Avenue returning a notice of no objection to the reduced setback of 0.5m of the proposed verandah to the Western boundary. Should adjoining owners object, the matter will be reconsidered by Council prior to the issue of planning consent.

Moved Cr Dennis Whisson

Seconded Cr Todd Harris

Vote – **Simple majority**

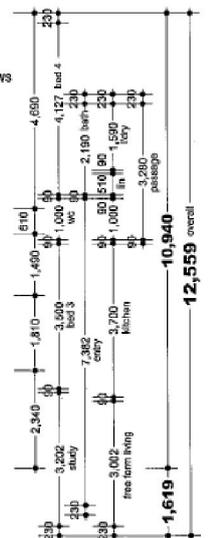
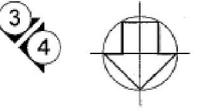
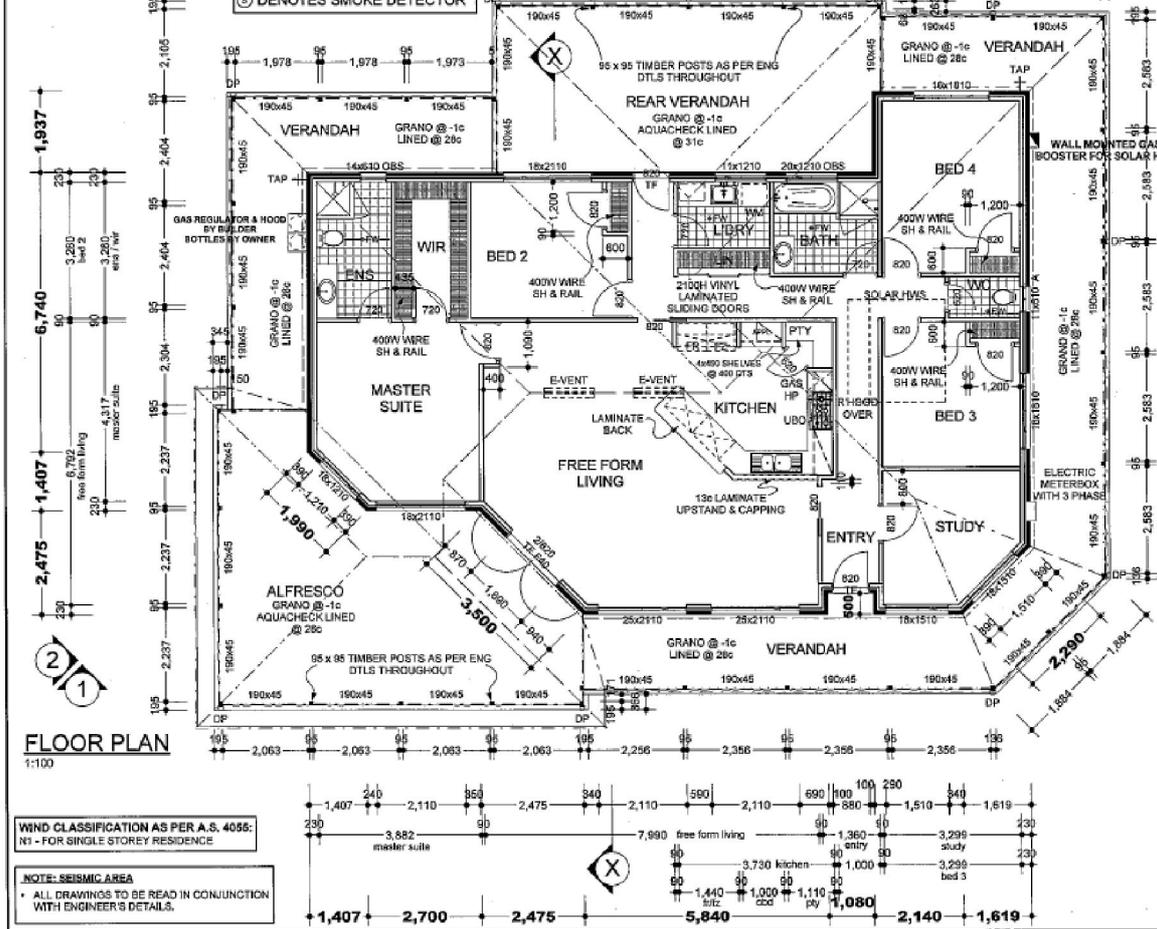
Carried 7/0

NOTE:

- OWNER TO SUPPLY FOR BUILDER TO INSTALL CLOTHES DRYER, BRACKETS AND SCREWS. LOCATION TO BE MARKED ON WALL BY OWNER.
- PROVIDE R2.0 INSULATION BATTS TO INTERNAL WALLS THROUGHOUT.
- BRICK VENEER CONSTRUCTION TO EXTERNAL WALLS.

ROOF AREA(S) ON FLAT:
 25° 38' PITCHED ROOF = 269.81m²
 6° 7' PITCHED ROOF = 71.24m²

Floor Areas		
Floor Location	Area	Perimeter
HOUSE	174.57	57.42
VERANDAH	56.19	63.39
ALFRESCO	45.35	36.75
REAR VERANDAH	57.79	37.84
VERANDAH	22.18	27.62
TOTAL	356.08 m²	205.63 m



FLOOR PLAN
1:100

WIND CLASSIFICATION AS PER A. S. 4055:
 N1 - FOR SINGLE STOREY RESIDENCE

NOTE: SEISMIC AREA

- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DETAILS.

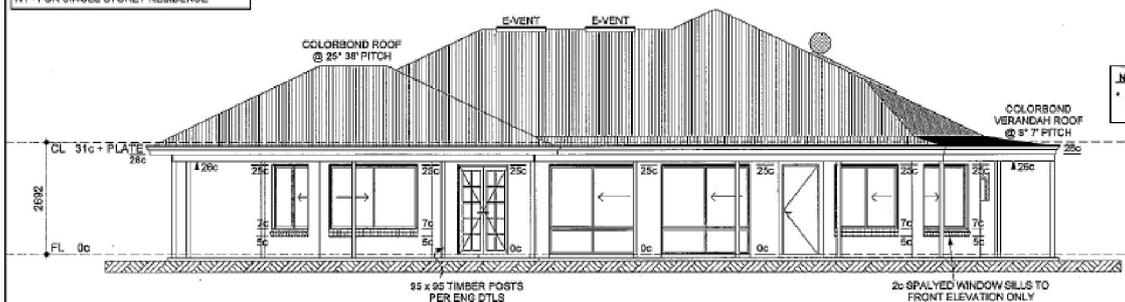
NOTE:

- ALFRESCO & VERANDAH POSTS AS PER ENG DTLS.
- LOCATION OF DOWN PIPES IS INDICATIVE ONLY & MAY BE CHANGED AT BUILDERS DISCRETION.
- R2.0 INSULATION TO FLAT AND RAKING (IF APPLICABLE) CEILING AREAS OF HOUSE ONLY.
- 31c - PLATE CEILINGS THROUGHOUT UNLESS OTHERWISE NOTED.
- PROVIDE REVERSE CYCLE AIRCONDITIONER.
- PROVIDE SECURITY SCREENS TO ALL EXTERNAL WINDOWS AND DOORS.
- ALL EXHAUST FANS TO BE FLUED EXTERNALLY UNLESS NOTED OTHERWISE IN ELECTRICAL PLAN.

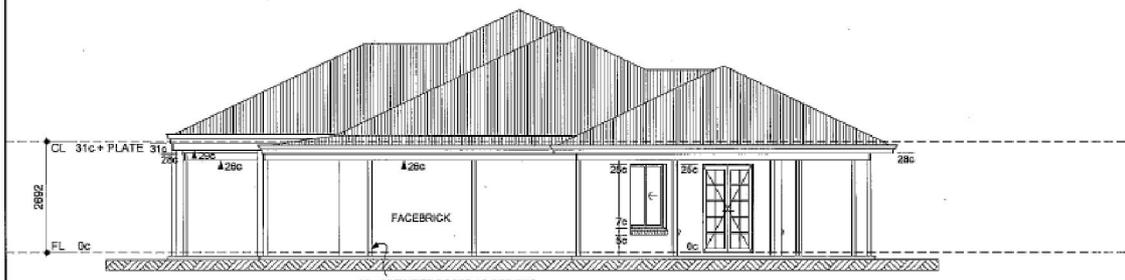
WIND CLASSIFICATION AS PER A.S. 4055:
N1 - FOR SINGLE STOREY RESIDENCE

NOTE:
• BRICK VENEER CONSTRUCTION TO EXTERNAL WALLS.

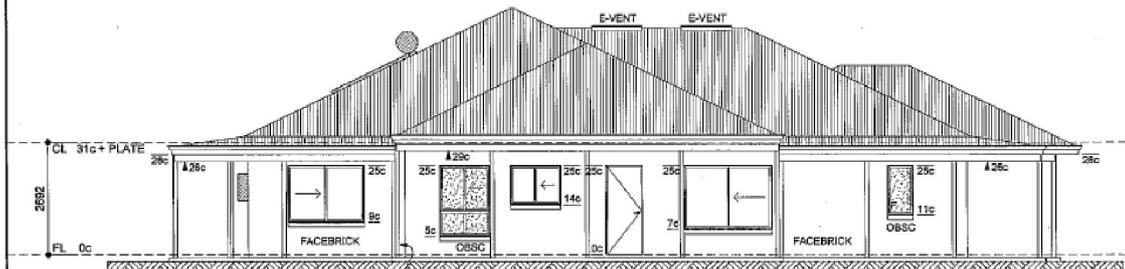
NOTE: SEISMIC AREA
• ALL DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DETAILS.



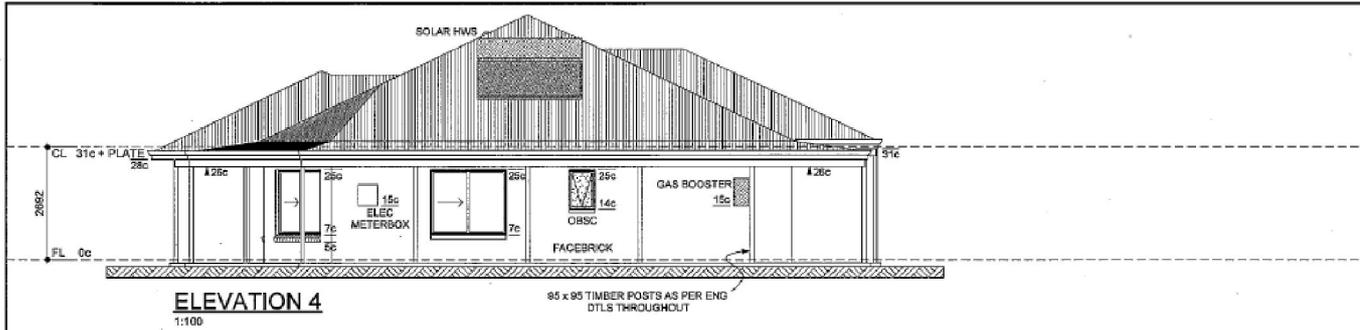
ELEVATION 1
1:100



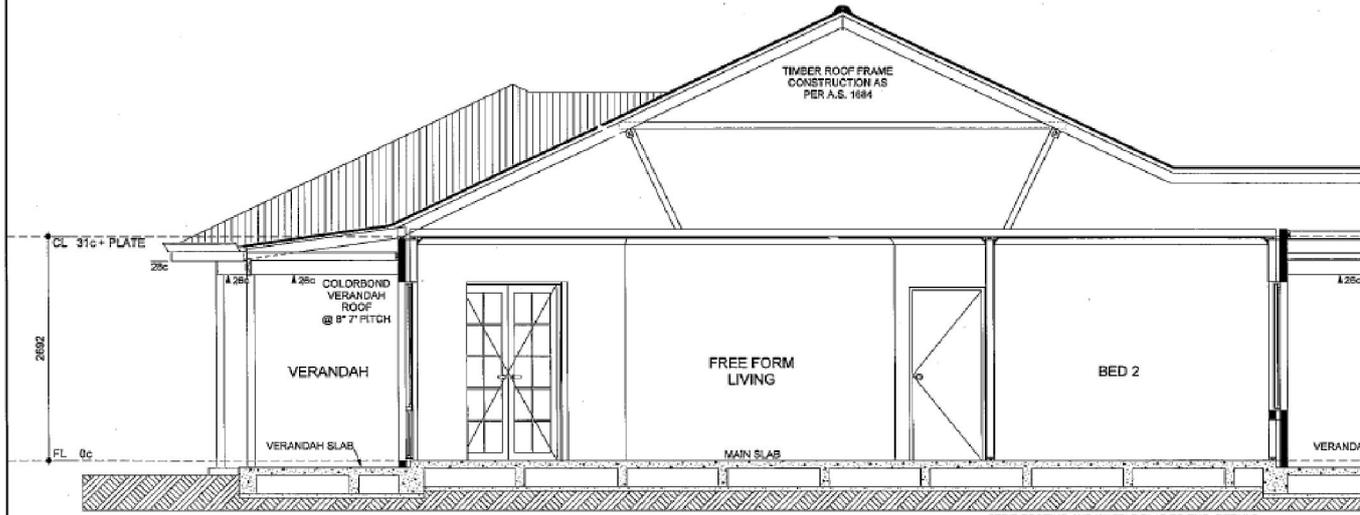
ELEVATION 2
1:100



ELEVATION 3
1:100



ELEVATION 4
1:100



SECTION X-X
1:50

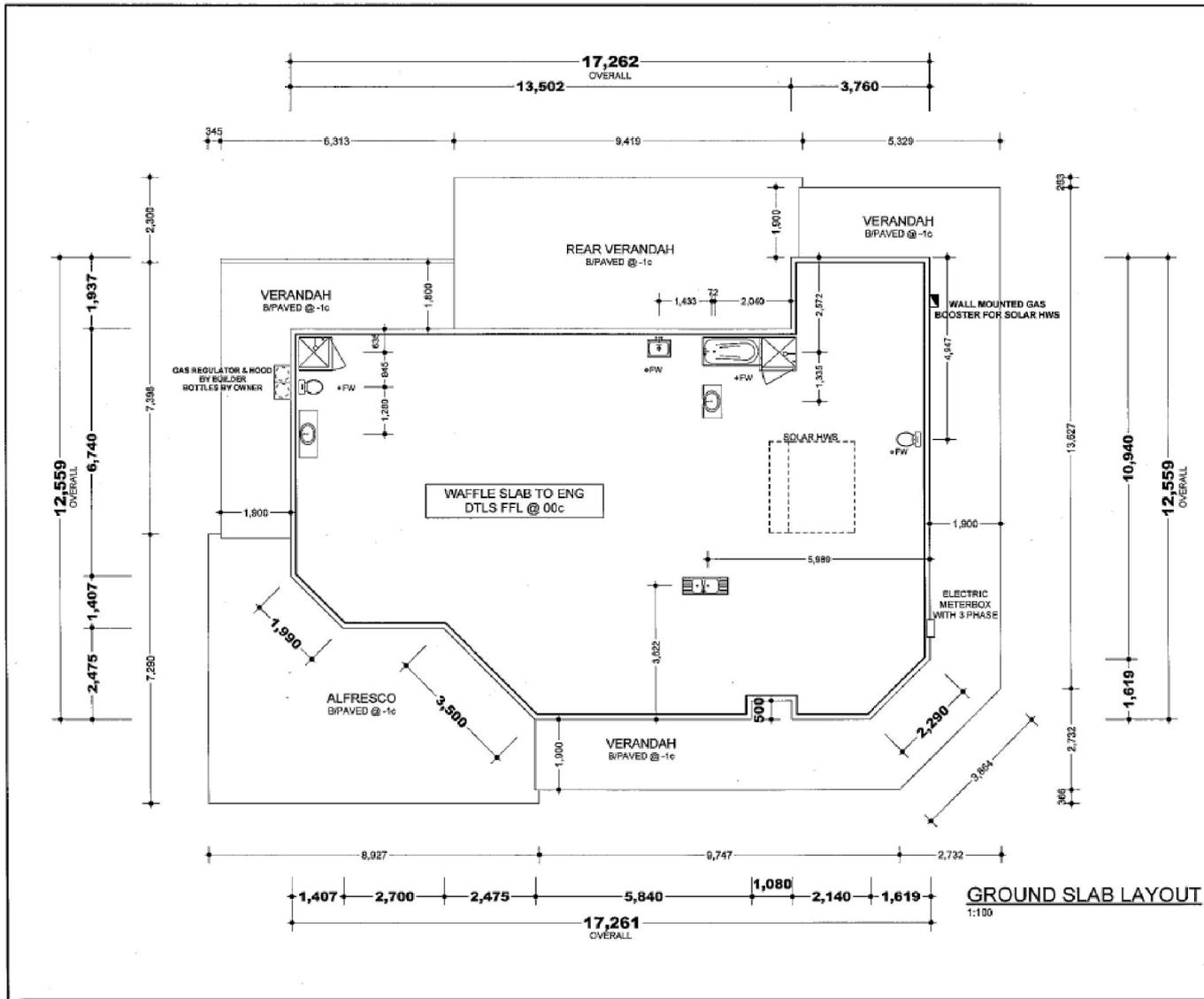
COUNTRY BUILDERS
AVON VALLEY NORTHAM
120 Fitzgerald Street, Northam, W.A. 6401.
Telephone: (08) 9821 1408.
Facsimile: (08) 9922 3058.

REV	VO #	DRN	DATE	CHK
1	1-5	JG	09/08/10	JG

THIS IS ONE OF THE DRAWINGS REFERRED TO IN THE CONTRACT.
DATED: 10/08/10
OWNER: _____ WITNESS: _____
OWNER: _____ WITNESS: _____
BUILDER: _____ WITNESS: _____

CLIENT:
R. & C. FULWOOD
ADDRESS:
**LOT 8 (#18)
LUNDY AVENUE
CUNDERDIN**

TH...
MODEL N°
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10.0 Manager of Environmental Services Report

10.1 Manager of Environmental Services report for March 2010

Location:	Cunderdin
Applicant:	Shire of York
Meeting Date:	15th July 2010
Author:	G Tester
Item Approved by:	Chief Executive Officer

Summary:

The Health and Building Service provides both Environmental Health Services and Building Services on behalf of the Shire of York. The Shire has identified that it has the capacity to extend the provision of Services to other SEAVROC Member Local Governments.

The fee to be charged by the Shire of York for the provision of the Service has been calculated on the basis that the service stands alone. The fee for service is \$87.02 per hour for the Manager Health and Building Services, and \$63.32 for the Environmental Health Officer and Building Officer, the fees to be reviewed on an annual basis.

Background:

Prior to 30 June 2010, the Environmental Health and Building Service were provided to the Shire of Cunderdin by the Shire of Northam.

Meat inspection Services however, continue to be provided by the Shire of Northam.

Planning Services continue to be provided by the City of Canning.

With the withdrawal of Health and Building Services by the Shire of Northam Council is now requested to consider an alternative proposal for these services from the Shire of York.

Consultation:

Shire of York Officers intending to provide the service have met with Shire of Cunderdin Council inside Staff on 9 July 2010 to discuss administrative issues relevant to the proposed service.

Statutory Environment:

The Shire of York is the host Council in relation to the provision of the service. The Health and Building Services Department will deliver the services under the relevant legislation.

Building Legislation – Local Government Act 1995, the Building Code of Australia, Building Regulations 1989 and Local Laws and Policies.

Health Legislation – Health Act 1911 and regulations made there under, Food Act 2008 and associated Regulations, Environmental Protection Act 1986, Local Government Act 1995 and its Regulations, and the Shires Local Laws and Administrative Policies.

Policy Implications:

Nil

Financial Implications:

The SEAVROC member Local Governments are expected to pay a fee for the use of the service. Fees are set at a scale which takes into account the service being accessed as charged for similar services by the provider.

Schedule of Fees

Fee for Service Basis

- Manager Health and Building	\$ 87.02 per hour
- Environmental Health Officer	\$ 63.32 per hour
- Building Officer	\$ 63.32 per hour

The above charges will be subject to annual increases in accordance with the Local Government Cost Index published by WALGA and will be subject to review from time to time.

Strategic Implications:

Nil

Comment:

The Local Government Act 1995, and accompanying legislation, places great emphasis upon the accountability of Local Government.

In the area of the provision of services and facilities, the Council of the Local Government is to satisfy itself that the services and facilities it provides integrate and coordinate with any provided by government or public bodies; avoid unnecessary duplication with those provided by governments, any other body or person, be they public or private; and the resources of the Council are managed efficiently and effectively.

When setting fees and charges for the provision of services and facilities, Councils must be satisfied that the fees and charges proposed meet the requirements set out in the Local Government Act 1995 and other legislation.

The purpose of the proposal is for the provision of health and building services to the SEAVROC Member Local Governments and other local governments in the region on a fee for service basis.

Resolution 10.1

That Council endorse the actions of the CEO in engaging the Shire of York to provide Health and Building Services.

Moved Cr Graham Cooper

Seconded Cr Clive Gibsone

Vote - Simple majority

Carried 7/0

11.0 Works Supervisor's Report

11.1 Work Supervisors Report

Location:	Cunderdin
Applicant:	Manger Works and Services
Date:	15 th July 2010
Author:	Mark Burgess
Item Approved by:	Chief Executive Officer

Proposal

Council is to receive the Manager of Works and Services Report for June 2010

Comment

Please find below a brief update in relation to the Works Program

Construction

No construction work has been started at this point due to the budget not being adopted, however full construction will commence very shortly.

As a guide to Council over the next few months the plan of attack is:

Some repair works on the shoulders on the Wyalkatchem Cunderdin Rd

Watercarrin Gravel sheeting

Meckering Dowerin Rd – Pavement Repairs, Shoulder works and some formation works

Wilding Rd – Gravel Sheet

Wilding Rd / Dowerin Meckering RD Intersection – Blackspot

Bulgin Rd – Shoulders, Gravel Sheeting

Gravel Sheeting Works

Commencement will start soon

Maintenance Grading

We have now commenced our grading program and the following roads have received a full grade since the last report.

Hitchcock Rd

Lally Rd

Broads Rd

Hardy Rd

Throssell Rd

Sermon Rd

Dempster Rd

Carter – Wilson Rd

Warding Rd

leeming Rd

Leeming St

Bulgin Rd

It is unfortunate since the commencement of Maintenance grading the conditions have not been ideal.

Outside Staff

No Changes

Plant Maintenance

Next report there will be a report given on what is happening to all the machinery in the way of maintenance as the Red is on leave without pay for a week.

General

Council may have seen some bitumen works happening again on Doodenanning Rd, this is because stripping was occurring on the reseal section. The remedial works involve enrichment and the spreading of 5mm stone.

Statutory Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Resolution 11.1

That the Manager of Works and Services Report for June 2010 be received.

Moved : Cr David Beard

Seconded: Cr Doug Kelly

Vote – Simple majority

Carried: 7/0

12.0 Community Development Officer

No reports

13.0 Environmental Project Officer Report

13.1 SEAVROC Environmental Project Officer Report

Location:	Cunderdin
Applicant:	Administration
Date:	15 th July 2010
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 June 2010.

Attachments

None

Background

Ordinary Council Meeting

Commentary

Caring for our Country Wind Erosion Project

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

18 Sites in SEAVROC have been confirmed as receiving seedlings/seed from the project. 10 Quairading, 4 Cunderdin, 3 Beverley, 1 Brookton, 0 York.

Have completed site visits for SEAVROC farmers receiving seedlings from the project. Site visits involve assisting farmers in selecting the appropriate site and species of tree/perennial pasture for the project. Site variables/photos/gps points are taken as well as other important project information.

Conducted site visits to farmers in the SEAVROC Shires who are planting trees and perennial pastures for the project. Recorded site variables and surveyed farmers about their predicted outcomes of being involved.

Quairading – Roger Elt – Brushwood

Quairading – Murray McDonald – Saltbush

Quairading – Ashe Murray – Oil Mallees

Brookton – Andrew Pike – Saltbush

Beverley – Steven Towler – Sandalwood Hosts

Beverley – Avondale Farm – Perennial pastures (Lucerne)

Beverley – Claire Thomas – Sandalwood Hosts

Cunderdin – Neil Carter – Saltbush

Cunderdin – Digby Wilmott – Oil Mallees

Cunderdin – David Beard – Perennial Pastures (Lucerne)

Have written four project protocols for communications actions under the project.

1. Finding articles and fact sheets & Working with AVONGRO
2. Web updates – creating project updates for Shire websites
3. Discussion groups – contacting relevant catchment groups and LCDCs about the project and organising speakers for meetings etc.
4. Communications with farmers.

Have completed 4 case study site visits. There will be one case study per Shire written for each of the four years of the Project. This year's case studies will be written on Brushwood in Quairading, Oil Mallees in Cunderdin and Brookton and Sandalwood Hosts in Beverley. Case study drafts to be completed by July 15. York Case study site still to be determined.

Searched for and collated relevant catchment, nature conservation and naturalist groups from SEAVROC to begin contacting them about attending meetings and future guest speaker opportunities and general project promotion

Researched and distributed current articles and media releases to Project Staff for placement in local newsletters/papers to continue extension of the project.

Reviewed Communications Action Plan and updated for period July 2010 – June 2011.

Drafted, reviewed and edited letters to participating farmers regarding their participation in the program, seedlings, nursery information, best practice seedling establishment and management. Distributed these final letter templates to other project officers to send out to their participating farmers.

Organised letters and Shire maps/farmer details to be sent out to the supplying nurseries to facilitate seedling delivery.

Designed and obtained quotes for shirts and stubby holders for Project Officers and extension purposes. Aim to have shirts ready for the Young Farmer Forum in Aug/Sept.

Assisted in researching topics for the Young Farmer Field Day to be held in September.

Monthly meetings with CFoC Project Officers from NEWROC and WEROC.

SEAVROC Environmental Services – Cunderdin

Red Card for the Red Fox

Wrote successful grant application to Wheatbelt NRM for 1080 baits for SEAVROC landholders. A total of \$4125 was received to be shared amongst the Shires. All bait suppliers have been contacted and will invoice the Shire for any 1080 bait purchase made by landholders under the grant. Organised advertising for 1080 baits through the Bandicoot and Shire website.

Native Vegetation Clearing

Met with Mark Burgess and Jaynee Gray from the Cunderdin Shire about two Native vegetation clearing permits and the associated Offset Proposal. Also discussed in general the process for submitting applications for clearing permits and SEAVROC Environmental Services role and how we can help in the future.

Drafted 3 Native Vegetation Clearing Guidelines for SEAVROC Shire staff, landholders, and farmers. These are designed to help with Clearing enquiries and to help summarise the current WA Regulations. Guidelines are with CEO's for review.

Drafted application form and letter templates for SEAVROC Shire landholders wanting to clear along fence lines into Crown Land. With CEO's for review.

Organised Roadside Conservation Training for SEAVROC CEO's and Works Managers, to be held at Quairading 14th July. This will be run by the Roadside Conservation Community (DEC) and will have speakers talking about roadside conservation issues such as weed control, native vegetation clearing legislation, declared rare flora, the importance of transport corridors and Dieback management.

Landholder advice

The SEAVROC Environmental team is available to provide general environment and NRM advice to landholders. No calls have been received from Cunderdin landholders in June.

General Advice

Provided advice on the appropriate method of fox control in the Cunderdin Cemetery. Baiting will be undertaken during the week of the 12th of July.

Upcoming tasks

Pindone baiting in the Cunderdin Cemetery.

Currently in the process of developing a regular 'Environment News' section for Beverley, Cunderdin, Brookton and York local bulletins. Email addresses are also currently being collected for an 'e-news' publication to be sent out monthly to SEAVROC landholders to inform them of current NRM/agriculture news, upcoming events and field walks etc.

Schools in Beverley, Cunderdin, Brookton and York are being contacted regarding the SEAVROC environmental services and possible school involvement and opportunities.

Statutory Implications

There are no statutory implications in considering this report

Policy Implications

There are no policy implications in considering this report

Financial Implications

There are no financial implications in considering this item.

Strategic Implications

There are no strategic implications in considering this item.

Resolution 13.1

That Council receive and note report 13.1

Moved Cr Todd Harris

Seconded Cr David Beard

Vote - Simple majority

Carried 7/0

14.1 Matters for which the meeting may be closed

None.

Mr Gordon Tester (EHO – Shire of York) entered the chambers at 5:53pm

The President invited Mr Tester to address Council regarding report 9.2 & 10.1.

Mr Tester outlined the requirements of the Food Act 2008 and its Regulations.

The Meeting was adjourned at 6:03 pm

The Meeting recommenced at 6:35pm with all members present in the chambers.

15.0 Late Items

15.1 2010/11 Annual Budget

Location:	Not applicable
Applicant:	Administration
Date:	20 th July 2010
Author:	G Tuffin
Item Approved by:	Chief Executive Officer

Disclosure of Interest

No disclosure of interest has been tabled.

Attachment

2010/11 Annual Budget

Statutory Implications

Section 6.2(1) of the Local Government Act 1995 requires that by 31 August each local government adopt a budget for the Shire's Municipal Fund for the financial year ending on the next 30 June.

Section 6.2(2) requires that in preparation of the budget the local government is to have regard to the contents of the plan for the future.

Policy Implications

There are no policy implications in considering this item.

Financial Implications

The Shires operation for the 2010-2011 financial year will be directed by the revenues and expenditures listed in the Budget

Strategic Implications

The Budget is the strategic direction for the 2010-2011 financial year. The Budget has been prepared after taking into account those matters in the Shires Plan for the Future.

15.1.1 Adoption of Rates

Recommendation 15.1.1

That the rates and minimums to be levied on all rateable property with the Shire of Cunderdin for the financial year ending 30 June 2011 be as follows:

Gross Rental Value	\$0.11595 cents in the dollar
Gross Rental Value Minimum	\$400.00
Unimproved Value	\$0.0061058 cents in the dollar
Unimproved Value Commercial	\$0.0061058 cents in the dollar
Unimproved Value Mining	\$0.0061058 cents in the dollar
Unimproved Value Minimum	\$400.00
Unimproved Value Commercial Minimum	\$400.00
Unimproved Value Mining Minimum	\$400.00

15.1.2 Discounts/Penalties/Administration Fee for Instalments

Recommendation 15.1.2

That in accordance with s6.51 of the Local Government Act 1995, an 11% interest charge be levied on all overdue rate instalments and on rates outstanding whether subject to either a formal or informal instalment program or not (deferred pensioners' rates excluded).

That in accordance with s6.45 of the Local Government Act 1995, an administration charge of \$7.50 for the second and each of the subsequent rates instalment be levied in connection with each formal rate instalment program.

That in accordance with s6.50 of the Local Government Act 1995, the due dates of instalments under the formal rate instalment program be:

Four Instalments

1 st instalment	9 th September 2010
2 nd instalment	10 th November 2010
3 rd instalment	12 th January 2011
4 th instalment	14 th March 2011

15.1.3 Adoption of Schedule of Fees and Charges

Recommendation 15.1.3

That the attached Schedule of Fees and Charges be adopted for the 2010-2011 financial year.

15.1.4 Adoption of the 2010-2011 Annual Budget

Recommendation 15.1.4

That the operating and capital revenues and expenditures as detailed in the Budget by Program report as attached be adopted as the budget revenues and expenditures for the 2010-2011 financial year.

15.1.5 Transfer from Reserves

Recommendation 15.1.5

That in accordance with s6.11(3) of the Local Government Act 1995 the amount of 380,000.00 be transferred from the following reserves

Plant & Equipment Reserve	\$200,000.00
Asset Replacement/Development Reserve	\$180,000.00

during the 2010-2011 financial year .

Resolution 15.1

That recommendations 15.1.1, 1.2 , 1.3 , 1.4 & 1.5 be accepted in block.

Moved Cr Graham Cooper

Seconded Cr Doug Kelly

Vote – **Absolute majority**

Carried 7/0

16.0 Closure of meeting 7:00 pm