



AGENDA

OF MEETING

HELD ON

26 APRIL 2017

3.00PM

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TUESDAY 26 APRIL 2017

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OATH OF ALLEGIANCE AND DECLARATION OF COUNCILLOR-ELECT

Councillor-elect Lindsay (LG) Hagboom (Rural South Ward) to make the Oath of Allegiance as Elected Member of the Shire of Dowerin.

1. OPENING, OBITUARIES, VISITORS

1.1 OPENING

1.2 OBITUARIES

John Van Emmerloot

2. RECORD OF ATTENDANCE/APOLOGIES

2.1 RECORD OF ATTENDANCE

D.E. Metcalf	President	Town Ward
W.E. Coote	Deputy President	Rural North Ward
R.I. Trepp		Rural South Ward
L.G. Hagboom		Rural South Ward
D.P. Hudson		Town Ward
A.J. Metcalf		Town Ward
B.N. Walsh		Town Ward
T.A. Jones		Rural North Ward
A.J. Selvey	Chief Executive Officer	
I. Edwardson	Finance and Corporate Services Manager	
S.F. Geerdink	Assets & Works Manager	
E.L. Richards	Council Liaison/Minutes	

2.2 LEAVE OF ABSENCE

2.3 APOLOGIES

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

4. DECLARATION OF ELECTED MEMBERS

5. PUBLIC QUESTION TIME

6. APPLICATIONS FOR LEAVE OF ABSENCE

7. CONFIRMATION OF MINUTES

OFFICER RECOMMENDATION – ITEM 7.1

THAT THE MINUTES OF THE ORDINARY MEETING OF THE DOWERIN SHIRE COUNCIL HELD ON 28 MARCH 2017 BE CONFIRMED AS A TRUE AND CORRECT RECORD OF PROCEEDINGS.

8. PETITIONS/DEPUTATIONS/PRESENTATIONS

9. ANNOUNCEMENTS BY PRESIDENT WITHOUT DISCUSSION

9.1 PRESIDENT ANNOUNCEMENTS

10. REPORTS OF COMMITTEE AND OFFICERS**OPERATIONS****10.1.1 WATERING WA GRANT APPLICATION**

Date: 23 April 2017
 Applicant: Shire of Dowerin
 Location: N/A
 File Ref:
 Disclosure of Interest: Nil
 Author: Andrea Selvey, CEO

Summary

The Shire has an opportunity to apply for grant funding to make better use of Dowerin Town Dam Water via harvesting improvements. The intent is to replace the use of scheme water on the gardens in the civic precinct and for the new Short Term Accommodation (STA) precinct. The Officer Recommendation is to progress with the application.

Background

Watering WA Towns provides grants of up to \$2 million for community water supply improvements in dryland agricultural areas. The program focuses on community benefits and is open to local governments, community groups and businesses. At the Ordinary Meeting of Council on 28 March 2017, Council resolved to allocate \$7,000 to develop the designs and costings required for a Watering WA Grant. This item presents an update on the costs, particularly the co-contribution required from the Shire so Council can consider whether or not to progress with the application.

Comment

The Shire of Dowerin has long recognised that the use of scheme water to irrigate the civic precinct gardens is costly and wastes potable water. Water costs for the Civic Precinct since 2013 are as follows:

DATE OF ISSUE	PARTICULAR	CURRENT RDG	PREV RDG	UNITS USED	TOTAL
7/08/2013	Water Use	4982	4372	610	1174.85
11/10/2013	Water Use	5046	4982	64	125.76
10/12/2013	Water Use	6180	5046	1134	2228.31
11/02/2014	Water Use	8112	6180	1932	3796.38
11/04/2014	Water Use	11941	8112	3829	7523.99
6/06/2014	Water Use	12701	11941	760	1493.40

				TOTAL 13/15	\$16432.69
6/08/2014	Water Use	12716	12701	15	29.48
08/10/2014	Water Use	13704	12716	988	2033.01
12/12/2014	Water Use	15489	13704	1785	3673.53
12/02/2015	Water Use	17932	15489	2443	5027.69
13/04/2015	Water Use	20051	17932	2119	4360.90
10/06/2015	Water Use	21379	20051	1328	2733.02
				TOTAL 14/15	\$17857.63
11/08/2015	Water Use	21738	21379	359	738.82
13/10/2015	Water Use	22512	21738	774	1671.07
7/12/2015	Water Use	24289	22512	1777	3836.54
10/02/2016	Water Use	26482	24289	2193	4742.48
6/04/2016	Water Use	29486	26482	3004	6485.64
9/06/2016	Water Use	29497	29486	11	23.75
				TOTAL 15/16	\$17498.30
10/08/2016	Water Use	29507	29497	10	21.59
05/12 2016	Water Use	31290	29535	1755	3959.28

As shown above, costs over the summer watering period can be significant.

The Watering WA grant program provides an excellent opportunity to attract the funds required to enable the use of dam water to irrigate the gardens around the office, town hall and park, i.e. the civic precinct. This grant also provides an opportunity to utilise dam water for the STA precinct gardens.

Rod Munns of R Munns Engineering Consulting Services has developed the detailed designs and costed them. The proposed design would deliver increased catchment and improved effectiveness of water storage of the dam at the Field Days site by gathering storm water from Metcalf Street and Maisey Street; a water pipeline to run the dam water storage in a 200KL tank at the civic precinct for irrigating the gardens. It is also proposed to add 2 x 250 kL tanks and a new reticulation pump for the oval and hockey pitch watering – which will simplify the whole watering operating system. These tanks will be located just north of the Tennis Courts and behind the Ram Pavilion (subject to DEM approval. We will consult with DEM prior to the Council meeting). Another smaller booster pump will be located at the tanks and a smaller diameter water pipeline to the STA with a booster pump that will automatically come on, on demand. This will simplify the management of both irrigation systems.

The estimated total project cost is \$250,000 which allows for contingencies. Applicants need to make a co-contribution of 30% which can be in-kind. Therefore the Shire co-contribution will be a maximum of \$80,000 via some earthworks (trenching, culvert installations etc.).

It is worth noting that this is the last round of funding that is open only to Wheatbelt towns. Future rounds of funding will be open to applicants from across the state, making the process much more competitive.

Consultation

The Shire has met with representatives from the Department of Water and discussed the proposal with Dowerin Events Management.

Financial Implications

Should Council resolve to progress with the project, the Shire contribution is anticipated to be a maximum of \$80,000. Much of this would be in-kind using existing staff to do some of the earthworks.

The remaining \$170,000 to deliver the project is proposed to be funded via the grant.

Pending Council's decision the total project revenue and expenditure would be factored into the 2017/18 budget.

It should be noted that current average water costs per annum for the Civic Precinct is approximately \$17,000. Given the huge fluctuation in usage between summer and winter, it is clear that most of the usage (and hence costs) are incurred when the gardens are being irrigated.

And while costs for the STA precinct gardens are not yet known and that waterwise principles are being used in the landscape design, this new facility will add to our current water use costs.

Therefore the financial implications include consideration of savings that will be realised over the coming years. These estimates suggest that with a \$80,000 co-contribution, potential additional fuel and materials costs of \$10,000 plus the \$7,000 for the designs and preliminary work, the return on investment is 18%.

Risk Implications

There is a risk we may not be successful in our application however, having a shovel ready project for other possible funding opportunities is valuable.

The risk that the project exceeds projected costings has been considered and is unlikely given that Mr Munns has investigated costs, added 10% for contingency and is confident the project can be delivered within the projected budget.

Finally, when Council considers the 2017/18, Council may determine that the co-contribution required from Council for this grant cannot be met within the 2017/17 budget. Should this be the case, Council may choose to advise the Department of Water that they wish to withdraw this application.

Policy Implications

Nil

Statutory Implications

Nil

Strategic Implications

Community Strategic Plan:

Objective 3.1.3 Encourage the efficient use of natural resources

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.1.1

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT RESOLVES:

- 1. PROGRESS WITH THE WATERING WA GRANT APPLICATION; AND***
- 2. CONSIDER THE REQUIRED CO-CONTRIBUTION OF \$80,000 AS PART OF THE 2017/18 BUDGET PROCESS.***

10.1.2 DELEGATIONS REGISTER

Date: 20 March 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachments: 1. Shire of Dowerin Delegations Register – Adopted August 2015
2. Proposed Shire of Dowerin Delegations Register 2017

Summary

Under s. 5.46 of the *Local Government Act 1995* (the Act) the CEO is to maintain a register of delegations that must be reviewed by Council at least once every financial year.

Background

Under s. 5.42 of the *Local Government Act 1995*, a local government may delegate to the CEO the exercise of any of its powers or the discharge of its duties under the Act. This is subject to the limitations in s. 5.43, and Regulation. This section states –

5.43. Limits on delegations to CEO

A local government cannot delegate to a CEO any of the following powers or duties –

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;*
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;*
- (c) appointing an auditor;*
- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;*
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;*
- (f) borrowing money on behalf of the local government;*
- (g) hearing or determining an objection of a kind referred to in section 9.5;*
- (ha) the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;*
- (h) any power or duty that requires the approval of the Minister or the Governor;*
- (i) such other powers or duties as may be prescribed.*

The Shire of Dowerin's delegations register was last reviewed by Council in August 2015. A subsequent review of the delegations register was commenced by the Administration in October 2016. The current register was noted to be sub-standard which correlated with the findings of the *Financial Management Review Report* (March 2016) by R.J. Back and the Department of Local Government and Communities' *Probity Compliance Audit* (July 2016). Both reviews recommended a comprehensive re-write of the delegations register.

In reviewing and rewriting the Delegations Register, the Shire of Dowerin sought assistance from the Western Australian Local Government Association.

Comment

The annual review process does not preclude the Council from granting new delegations to the CEO if and when required, nor for it to review existing delegations at any time during the course of the financial year.

The Shire of Dowerin's delegations register was last reviewed by Council in August 2015 and is now overdue for review. However, given that the delegations register that was in place was deemed to be wanting, the Delegations Register has undergone significant amendment both in format and content.

1. Format

The new format of the delegations contained in the Register seeks to reflect the legislative requirements of the Act. Each delegation specifies the head of power under which the delegation has been made and the legislative reference of the power that is delegated. The current Register referred mostly to the general power of delegation under s. 5.42 of the Act and only in limited circumstances to the legislative reference. The new format clearly states the function delegated and any conditions that Council wishes to place on the exercise of delegation. It notes whether the CEO has the power to sub-delegate under s. 5.44 of the Act to another employee. It also records whether the function or duty has been sub-delegated and to whom.

It should be noted that whether a function or duty has been sub-delegated is determined by the CEO unless the Council has made it a condition that the original delegation may not be sub-delegated.

2. Content

Each delegation has been considered on the basis of whether or not the delegation is necessary and if it will provide greater efficiency in service delivery for the Shire. A number of new delegations have been created that reflect legislative changes since the August 2015 review. Foremost has been the passage of the *Public Health Act 2016* and the enactment of part of that legislation. A delegation to the CEO under s. 21 of that Act to Appoint Officers has been included in the current list of delegations. New delegations for the *Cat Act 2011* and the *Dog Act 1976* have been included as has a general delegation pursuant to the *Bushfires Act 1954*.

3. Repeal

A number of existing delegations were deleted such as delegation 005 Conferences, Seminars and Training Courses as this was already a function of the CEO and could not be delegated. Under s. 5.45 of the Act, a delegation made under the Act will be effective for the period of time specified in the delegation or otherwise indefinitely. Any amendment or repeal of a delegation by a local government is to be by an absolute majority. Some existing delegations have been significantly amended whilst others have been deemed invalid; therefore ***it is appropriate to repeal the existing delegations as contained in the August 2015 Delegations Register and to adopt the new delegations as rewritten.***

4. Delegation to the CEO

It should be noted that a delegation made under the *Local Government Act 1995*, may only be made to the CEO. However, not all delegations are made under the *Local Government Act 1995*. Other

Acts such as the *Dog Act 1976* and *Cat Act 2011* also allow for delegations to be made. In some instances such as the *Building Act 2011* delegations may be made to employees other than the CEO.

WALGA has assisted the Shire with the re-write of the delegations register and it is attached for Council consideration and should it be satisfactory for Council, the officer recommendation seeks resolution from Council to adopt the register as presented. See attachment 5 – Shire of Dowerin Delegations Register 2017.

Consultation

Department of Local Government and Communities

Western Australian Local Government Association

Financial Implications

Nil

Risk Implications

A properly constructed delegations register reduces risk as it ensure a clear understanding of authority to make decisions as approved by Council.

Policy Implications

Nil

Statutory Implications

Part 5 of the *Local Government Act 1995*.

Building Act 2011 – section 127.

Bush Fires Act 1954 – section 48.

Cat Act 2011 – section 44.

Dog Act 1976 – section 10AA.

Food Act 2008 – section 118.

Public Health Act 2016 – section 21.

Road Traffic (Events on Roads) Regulations 1991.

Section 5.46 of the *Local Government Act 1995* deals with the need for CEOs to maintain a register of delegations and the requirement to conduct annual reviews of delegations.

Strategic Implications

Community Strategic Plan:

Objective 4.1 An efficient and informative organisation

Voting Requirements

Absolute majority

OFFICER RECOMMENDATION – ITEM 10.1.2

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO SECTIONS 5.46, 5.45 AND 5.42 OF THE LOCAL GOVERNMENT ACT RESOLVES TO:

- 1. ENDORSE THE REVIEW OF ITS DELEGATIONS IN ACCORDANCE WITH SECTION 5.46 OF THE LOCAL GOVERNMENT ACT 1995;**
- 2. REPEAL THE DELEGATIONS OF AUTHORITY CONTAINED IN THE SHIRE OF DOWERIN DELEGATION REGISTER DATED AUGUST 2015 (AS DETAILED IN ATTACHMENT) IN ACCORDANCE WITH SECTION 5.45 OF THE LOCAL GOVERNMENT ACT 1995; AND**
- 3. DELEGATE AUTHORITY TO THE CEO (AS DETAILED IN ATTACHMENT 2) IN ACCORDANCE WITH SECTION 5.42 OF THE LOCAL GOVERNMENT ACT 1995 TO, ACKNOWLEDGING THE RELEVANT HEADS OF POWER IN ADDITION TO THE LOCAL GOVERNMENT ACT:**
 - Building Act 2011 – section 127**
 - Bush Fires Act 1954 – section 48**
 - Cat Act 2011 – section 44**
 - Dog Act 1976 – section 10AA**
 - Food Act 2008 – section 118**
 - Public Health Act 2016 – section 21**
 - Road Traffic (Events on Roads) Regulations 1991.**

10.1.3 MID YEAR BUDGET REVIEW

Date: 20 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref: ADM
Disclosure of Interest: Nil
Author: Megan Shirt (Consultant) and Ina Edwardson – Finance and Corporate Services Manager
Senior Officer: Andrea Selvey – Chief Executive Officer
Attachments: 3. Budget Review Report April 2017

Summary

This report presents the recommended budget amendments identified during a Mid-Year review process for Council consideration. The Officer's Recommendation seeks Council approval of the Budget Review Report.

Background

The Local Government (Financial Management) Regulations 1996, regulation 33A as amended, requires that local governments conduct a budget review between 1 January and 31 March in each financial year. A copy of the review and determination is to be provided to the Department of Local Government within 30 days of the adoption of the review.

Comment

The budget review has been prepared to include information required by the Local Government Act 1995, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards. Council has adopted a 5% and a \$5,000 material variances for management reporting and is used in the statements of financial activity and the annual budget review.

Budget Implications

In reviewing the 2016/17 Budget and incorporating the audited deficit for the 2015/16 financial year of \$16,508 the following items are the major items included in the review.

- Changed opening position: The audited Closing amount as at 30 June 2016, is \$180K less than budgeted. This is mainly due to reserves not being transferred as approved by Council in the 15/16 Mid-Year Budget Review (April 2016).
- Financial Assistance Grants: The Shire has been advised it will receive \$63,000 more than the original amount budgeted
- Pursuit of legal action as per Council resolution on 20 December 2016 - additional expenditure of \$20,000
- Extraordinary Election as per Council resolution at the Special Meeting on 17 January 2017 – additional expenditure of \$10,000
- Bush Fire Shed – Income of \$241,000 (Grant funding) and expenditure of \$266,000 – additional net expenditure of \$25,000
- DAFWA Cactus Eradication Project - \$20,000 income - \$20,000 expenditure – no net change to budget but requires budgets.

- Add a new account \$10,000 expenditure for the Streetscape Committee – Main Street works. This was to be included in the original budget as discussed at the Budget workshops but was overlooked.
- Reserve Transfers – Transfers of \$253,601 from the Leave and Plant reserves were approved by Council in April 2016 (2015/2016) to ensure the closing balance as at 30 June 2016 was not in deficit. This is the main reason the Shire produced a deficit of \$180,766 less than budgeted. In this budget review, the transfers of \$253,601 that should have occurred in 15-16 have been included which positively impacts the shires funding position. With the addition of these funds, further funds have been made available to transfer funds back to reserve, as indicated on Note 5 of the Budget Review report.

A list of all proposed amendments is provided on Note 6 of the attached Budget review Report.

Consultation

The Shire's Management Team has worked collaboratively on this review and consulted with Megan Shirt, Finance Consultant.

The Finance Committee has considered the Budget Review Report at their meeting on 18 April and recommended that Council approves the Report.

Financial Implications

This review proposes an end of year surplus of \$4,500 with transfers of \$529, 469 into reserves.

Risk Implications

The review must be completed and lodged with the Department of Local Government and Communities by the end of April or the Shire will be non-compliant with the requirements under the Financial Management Regulations.

Policy Implications

Nil

Statutory Requirements

Regulation 33A of the Local Government (Financial Management) Regulations 1996 requires:

Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year.

(2A) The review of an annual budget for a financial year must —

(a) consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and

(b) consider the local government's financial position as at the date of the review; and

(c) review the outcomes for the end of that financial year that are forecast in the budget.

(2) Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.

(3) A council is to consider a review submitted to it and is to determine* whether or not to adopt the review, any parts of the review or any recommendations made in the review. *Absolute majority required.

(4) Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

Strategic Implications

Community Strategic Plan

Objective 4.2 Strong Leadership and Governance

Voting Requirements

Absolute majority

OFFICER AND COMMITTEE RECOMMEDATION – ITEM 10.1.3

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO REGULATION 33A OF THE LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996 APPROVES THE BUDGET REVIEW AS ATTACHED AND PROVIDE A COPY OF THE DETERMINATION TO THE DEPARTMENT OF LOCAL GOVERNMENT AND COMMUNITIES WITHIN 30 DAYS.

10.1.4 AROC MOU

Date:	17 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Andrea Selvey, CEO
Attachments:	4. Avon Regional Organisation of Councils MoU

Summary

This item formally brings the updated Avon Regional Organisation of Councils (AROC) MoU before Council for consideration and the Officer's Recommendation seeks Council endorsement for the Shire President and CEO to sign the MoU on behalf of Council.

Background

AROC is a regional body that operates under the auspices of member Councils. The mission of AROC is to "Work cooperatively for the benefit of the region and well-being of the community". AROC membership has evolved over time and the current membership consists of the Shire's of Chittering, Dowerin Goomalling, Northam, Toodyay, Victoria Plains. The Shire of York has recently joined AROC which has triggered a review of the MoU.

Comment

The updated MoU reflects the inclusion of the Shire of York as a member. While there has been no other change to the content of the MOU, the associated Action Plan has been amended to include the following:

- Under Human Resource Management – Build relationship with Central TAFE;
- Under Information Technology – Regional support;
- Under Economic Development – Strategic Road Projects;
- Under Environmental Health Services - Joint Mosquito Project (3 years).

In addition a project to audit the Regional Sporting Infrastructure has commenced.

Consultation

The updated MoU has been considered by all member Councils at the April meeting of AROC. The Shire President, as the Shire of Dowerin representative on AROC, was present at the meeting when the updated MoU was discussed and endorsed by AROC.

Financial Implications

AROC membership for each member Council is \$5000 (ex GST) per annum. This amount has been included in the 2016/17 budget and therefore signing the MoU would not impact the Shire's finances. This funding is used to fund collaborative projects as authorised by AROC members. Any project emerging as a result of this MoU that may have a resource implication for the Shire of Dowerin will be brought before Council for specific consideration.

Risk Implications

Nil

Policy Implications

Nil

Statutory Implications

Nil

Strategic Implications

Strategic Community Plan

Objective: 4.2 - Strong Leadership and Governance

4.2.4 - Collaborate with other surrounding shires to strengthen the region

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.1.4

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT RESOLVES TO ENDORSE THE UPDATED AVON REGIONAL ORGANISATION OF COUNCILS (AROC) MoU AND AUTHORISE THE SHIRE PRESIDENT AND CEO TO SIGN THE MoU ON BEHALF OF THE SHIRE OF DOWERIN.

10.1.5 CHILDCARE CO-CONTRIBUTION SUPPORT REQUEST FOR BUSINESS PLAN

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachments: 5. Letter from Dowerin Community Childcare Inc.

Summary

This item brings a request from the Dowerin Community Childcare Inc. Committee for a Council co-contribution of \$1500 to assist the Committee with developing a business plan.

Background

The Dowerin Community Childcare Committee (the Committee) a volunteer based organisation was established in 2010. Over a five year period the Committee fundraised in excess of \$30,000 and with the support of the Shire, work camp, various industry professionals and local volunteers commenced operation of a childcare facility and service, Lil' Tigers Early Learning Centre, on Cottrell Street.

Lil' Tigers Early Learning Centre opened the doors on 26th March 2014 and has become an important service to young families, employers and businesses in Dowerin since its inception. This service currently provides employment for five qualified members of staff and is licensed to take up to 17 children per day of operation (Wednesday – Friday). Numbers of children utilising the service fluctuate week by week however on average 20 children attend the service each week of operation over the course of the three days of operation.

Lil' Tigers operates under a voluntary incorporated committee (Dowerin Community Childcare Inc.) who are responsible for everything in terms of the employment of staff, invoicing, adhering to licensing standards and continuing fundraising efforts. The Committee employs a Centre Coordinator who oversees general operation of the facility including basic administration, staff ratios, policy development/implementation and reporting to the committee.

In June 2016, in recognition of the value of a functioning Childcare centre in Dowerin, Council resolved to formalise its support of Lil' Tigers by resolving as follows:

1. *NOTE THE STRATEGIC COMMUNITY VALUE OF AND SOCIAL AND ECONOMIC OUTCOMES FROM QUALITY CHILDCARE SERVICES AS ARTICULATED IN THE STRATEGIC COMMUNITY PLAN;*
2. *AUTHORISE THE CEO TO NEGOTIATE A FORMAL AGREEMENT BETWEEN THE SHIRE OF DOWERIN AND DOWERIN COMMUNITY CHILDCARE INC. BASED ON THE FOLLOWING PRINCIPLES:*
 - *DOWERIN COMMUNITY CHILDCARE INC. ARE TO:*
 - *REMAIN LICENSEE OF THE FACILITY ENABLING THE COMMITTEE MEMBERS TO ACT AS SUPERVISING OFFICERS WHENEVER REQUIRED;*

- *ASSUME THE ROLE OF TREASURER FOR DOWERIN COMMUNITY CHILDCARE INC. AND HANDLE ALL FINANCES ASSOCIATED WITH LIL' TIGERS;*
- *MANAGE ALL FUNDRAISING AND EDUCATIONAL PROGRAMMING FOR THE CENTRE;*
- *PROVIDE THE SHIRE WITH ANNUAL AUDITED FINANCIAL STATEMENTS;*
- *COMMIT TO AN ANNUAL FUNDRAISING AND GRANT FUNDING TARGET, TO BE NEGOTIATED WITH DOWERIN COMMUNITY CHILDCARE INC. BY THE CEO;*
- *UPDATE THE DOWERIN COMMUNITY CHILDCARE INC. OPERATIONAL BUSINESS PLAN AND REVIEW IT ON AN ANNUAL BASIS AND PROVIDE AN UPDATED COPY TO THE SHIRE ANNUALLY.*
- *THE SHIRE TO PROVIDE THE FOLLOWING:*
 - *RENT AND RATE FREE VENUE FOR LIL' TIGERS;*
 - *INSURANCE AND MAINTENANCE OF THE BUILDING AND GROUNDS IN ACCORDANCE WITH THE SHIRE'S STANDARD LEASE AGREEMENTS;*
 - *MEET THE COSTS OF UTILITIES (WATER, POWER AND GAS) CAPPED AT;*
 - *WATER \$640 PER ANNUM*
 - *POWER \$940 PER ANNUM*
 - *GAS \$120 PER ANNUM;*
 - *PHOTOCOPYING AND PRINTING;*
- *RESPONSIBILITY FOR ALL HUMAN RESOURCE (HR) MANAGEMENT FOR STAFF OF LIL' TIGERS INCLUDING INTERPRETATION OF AWARDS CONDITIONS AND ENTITLEMENTS, GRIEVANCE MANAGEMENT, PERFORMANCE MANAGEMENT AND PROCESSING OF PAYROLL WHERE THE DOWERIN COMMUNITY CHILDCARE INC. COMMITS TO REIMBURSING THE SHIRE FOR THE FOLLOWING COSTS:*
 - *WAGES AND LEAVE PAYMENTS, EG PERSONAL, ANNUAL AND LONG SERVICE LEAVE, PUBLIC HOLIDAYS;*
 - *OVERTIME AND OTHER PENALTY RATES;*
 - *SHIFT LOADINGS; AND*
 - *OTHER CASH ALLOWANCES.*
- *COORDINATION OF TRAINING ON A COST RECOVERY BASIS WHERE DOWERIN COMMUNITY CHILDCARE INC. COMMITS TO MEETING THE COSTS OF MANDATORY TRAINING FOR LIL' TIGERS STAFF;*
- *STAFFING ON-COSTS SUCH AS WORKERS COMPENSATION INSURANCE AND PAYROLL TAX;*
- 3. *CONSIDER APPROPRIATE BUDGET PROVISIONS AS PART OF THE 2016/17 OPERATIONAL BUDGET;*
- 4. *REVIEW THE AGREEMENT ON AN ANNUAL BASIS.*

Comment

Representatives from the Committee met with the CEO and CEDC advise that the building currently used to house Lil' Tigers is in urgent need of upgrades as current facilities are sub-standard and will not allow the childcare business to grow and expand. There are opportunities for capital funding that could be accessed by the Committee; however at the moment the Committee does not have a business plan which would be required to support any application. The lack of a business plan also results in some ambiguity for the future priorities for the Committee. Therefore, before any decisions about the future of the business and/or facility can be made, it is essential that the Committee has a well-thought out and articulated business plan. It will cost \$7,000 develop a business plan for Dowerin Community Childcare Inc. based on quotes received by the Committee.

The Committee has also submitted a funding application to Dowerin Events Management for the total of \$4,000 to fund majority of the Business Plan Project. The Dowerin Community Childcare Inc. has also committed \$1,500 as a co-contribution. The Committee is seeking a co-contribution of \$1,500 from Council for this project that will be essential for the Dowerin Community Childcare Inc. to ensure their ongoing financial sustainability.

Consultation

The Chair and a representative of Dowerin Community Childcare Inc. have met with the CEO and CEDC to discuss this project.

Financial Implications

Should Council support this request as per the Officer's recommendation, a co-contribution of \$1,500 will need to be included in the 2017/18 budget.

Risk Implications

An investment of \$1,500 from Council will assist Dowerin Community Childcare Inc. to understand the risks to their business and allow the Committee to manage any risks. Without a business plan, it is unlikely the Committee will be able to attract external funding for works that are essential for Lil' Tigers to provide an improved service or to be sustainable into the future.

The risk to Council and this community is that the childcare centre could cease to exist, creating a gap in a vital community service for Dowerin.

Policy Implications

Nil

Statutory Implications

Nil

Strategic Implications

Strategic Community Plan:

Objective 1.6.4 - Continue to support the development of the Dowerin Community Child Care

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.1.5

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT RESOLVES TO CONSIDER SUPPORTING THE DOWERIN COMMUNITY CHILDCARE INC. TO DEVELOP A BUSINESS PLAN AND CONSIDER THE CONTRIBUTION OF \$1,500 FOR THIS PROJECT IN THE 2017/18 BUDGET.

10.1.6 DOWERIN DISTRICT MUSEUM MOU

Date:	18 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Adim Hajat; CEDC
Senior Officer:	Andrea Selvey, CEO
Attachment:	6. Draft Memorandum of Understanding (MoU) between the Shire of Dowerin and the Dowerin District Museum Committee

Summary

The Memorandum of Understanding clarifies the intent of the Shire of Dowerin and the Dowerin District Museum Committee in relation to the ongoing good governance and management of the Dowerin District Museum. The MOU articulates the roles and responsibilities

Background

The Dowerin District Museum is an unincorporated entity established in 1974. The Museum is managed by the Dowerin District Museum Committee (the Committee) consisting of a group of persons appointed to facilitate the day to day running and preservation of the collection at the Dowerin District Museum.

The museum is a non-profit, permanent institution which acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment, specifically in connection with the Dowerin district for the purposes of education, study and enjoyment as defined by the International Committee of Museums - ICOM.

The Museum is located at 16 Cottrell Street and is usually open one day per month. The Shire currently provides these premises to the Museum at a peppercorn rental for the purposes of running the Dowerin District Museum and provides further support via building maintenance, building insurance and utilities.

Comment

The Shire and the Museum Committee representatives have discussed formalising the arrangement between the Shire and Museum and have developed an MOU which is presented in draft for Council consideration. The MoU outlines the roles and responsibilities of both parties, being the Shire of Dowerin and the Dowerin District Museum Committee. Under the proposed MoU, the key responsibilities of the Shire will be to provide the building inclusive of insurance, utilities and maintenance; insurance for the contents. The Museum Committee will be responsible for managing the collection and opening for visitors. The roles and responsibilities of both parties are fully detailed in the attached draft MoU for Council's consideration.

The MoU will guide activities that aim to make the Dowerin District Museum a sustainable, community driven Museum that appeals to and is accessible to all residents and visitors. It will ensure that Dowerin is told accurately as possible and that valuable local heritage is not lost for future generations.

The MOU would be valid for three years at which time it would be reviewed and may be extended by the mutual agreement of both parties. The MoU provides a single point of liaison between the Shire and the Committee, being the Community Development and Economic Coordinator.

Consultation

The Shire has consulted with representatives of the Dowerin Districts Museum Committee in preparing the MoU. The Committee is supportive of the proposed MoU.

Financial Implications

The Shire currently contributes to the Museum via use of a fully maintained building and insurance. The approx. annual cost, including the rental value of the premises, rates, insurance and utilities is approximately \$8,000 per annum. The MoU proposes a similar level of support, with the addition of including Museum volunteers under the Shire's Personal Accident insurance for volunteers. This additional support would not attract any additional cost. Therefore, the MoU will not have new or additional financial impact.

Risk Implications

Nil

Policy Implications

Nil

Statutory Implications

Nil

Strategic Implications

Aligns with the Strategic Community Plan:

- *Objective 2.3: A Growing Tourism Industry – Communities unique identity, history and sense of place is promoted and supported.*

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.1.6

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT RESOLVES TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SHIRE OF DOWERIN AND THE DOWERIN DISTRICT MUSEUM AND REVIEW THE MEMORANDUM OF UNDERSTANDING IN APRIL 2020.

10.1.7 MUSEUM LAND PURCHASE

Date: 18 April 2017
Applicant: Dowerin District Museum Committee
Location: 23 Hewitt Street, Minnivale
File Ref:
Disclosure of Interest: Nil
Author: Adim Hajat, CEDC
Attachments: 7. Communication from Mr Keith Lethbridge

Summary

The Dowerin District Museum Committee seeks the support of the Shire of Dowerin to purchase the Minnivale Bakery for the purpose of maintaining the heritage of the area.

Background

The Dowerin District Museum Committee (DDMC) recognises the importance to maintain the heritage that surrounds the bakery at Minnivale. The land and bakery is currently owned privately by Mr Keith Lethbridge. The bakery building is no longer available and remaining features are the ovens that still stand, but only just.

The DDMC wrote to the owner 12 months ago in seeking a price for the land. The owner advised that it would be sold for \$15,000.

Comment

The Dowerin Strategic Community Plan lists “Communities unique identity, history and sense of place is promoted and supported”.

The Shire and the Museum committee have worked very closely to address many issues that pertain in purchasing this land for the purposes of maintaining the heritage of Dowerin.

The Museum committee visualizes that Minnivale compliments a Heritage Precinct. At present the Minnivale shop has been restored and used as a home, the Minnivale church, the Wheatbelt Heritage Rail Project Minnivale site is nearing completion and with the Minnivale Bakery being maintained it provides another attraction to explore the Minnivale community.

As an unincorporated body, the Dowerin District Museum Committee is unable to own property; therefore the Museum Committee is seeking Council support for the Shire to purchase the property on behalf of the Museum.

Consultation

- Dowerin District Museum Committee
- Mr Keith Lethbridge

Financial Implications

The Dowerin District Museum Committee will forward the funds to purchase the land at a total of \$15,000 to the Shire. The Shire’s contribution will be in the form of paying the conveyance which is approximately \$110 for land purchase. It should be noted that the current rates revenue from this property is approximately \$271 per annum. Should Council purchase this property on behalf of the Museum, the Shire will become responsible for payment of these rates.

The cost of maintenance of the land in regards to firebreaks and upkeep will be at the responsibility of the Museum Committee.

Risk Implications

Nil

Policy Implications

Nil

Statutory Implications

Nil

Strategic Implications

Aligns with the Strategic Community Plan:

- *Objective 2.3: A Growing Tourism Industry – Communities unique identity, history and sense of place is promoted and supported.*

Voting Requirements

Absolute majority

OFFICER RECOMMENDATION – ITEM 10.1.7

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO SECTION 6.8 OF THE LOCAL GOVERNMENT ACT RESOLVES TO:

- 1. PURCHASE 23 HEWITT STREET MINNIVALE ON BEHALF OF THE DOWERIN DISTRICT MUSEUM;***
- 2. PROVIDE ONGOING FINANCIAL SUPPORT VIA PAYMENT OF RATES FOR THE PROPERTY; AND***
- 3. ABSORB THE COST OF CONVEYANCE FOR THE PURCHASE OF THE PROPERTY FOR THE DOWERIN DISTRICT MUSEUM.***

10.1.8 FINANCE MANAGEMENT REVIEW AND PROBITY COMPLIANCE AUDIT –
IMPLEMENTATION PLAN UPDATE

Date: 17 April 2017
Applicant: The Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachments: 8. Financial Management Review and Probity Compliance Audit
Report Implementation Plan Update

Summary

An update on actions arising from the Financial Management Review and Probity Compliance Audit is presented for Council review and consideration.

Background

At the October 2016 Ordinary Meeting of Council, it was resolved by Council:

THAT COUNCIL BY SIMPLE MAJORITY PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT 1995 RESOLVES TO:

- 1. RECEIVE THE PROBITY COMPLIANCE AUDIT REPORT IMPLEMENTATION PLAN;*
- 2. DIRECT THE CEO TO PROVIDE AN UPDATE ON PROGRESS AT THE ORDINARY MEETING OF COUNCIL IN APRIL 2017.*

In accordance with that resolution, the following and attached provides Council with an update on actions to implement the recommendations from the Probity Compliance Audit. One action was to combine the Financial Management Review actions with the Probity Compliance Audit actions, therefore this item deals with both matters.

Comment

29 of the actions have been either completed, 21 are in progress, 3 are ongoing and 5 have yet to be started. The most significant actions to have been achieved since the last update to Council in October 2016 include the following:

1. Implementation of the automated purchasing module on Synergysoft;
2. Bank Reconciliations module has been progressed and implementation is planned for early May;
3. The Code of Conduct has been reviewed and updated using WALGA's model for Council consideration at the April Council meeting;
4. The draft delegations register finalised and presented to Council;
5. Several policies have been developed and presented to Council;
6. Staff have undertaken a significant amount of training in financial management;
7. The Audit Regulation 17 for Risk Management was completed in December;
8. The Procurement Policy has been updated;
9. The Gift Register has been established;

10. A timetable for compliance has been developed (Compliance Calendar);
11. Councillors have completed several training modules and as modules are made available, these are offered to Councillors.

Consultation

Key staff have been consulted in preparing this agenda item.

Financial Implications

Whilst most of the recommendations do not have a direct financial cost, they are labour intensive to establish and require staff time in ongoing management. Council included \$50,000 for improved compliance and a new Governance position in the 2016/17 budget and staff aim to ensure actions can be progressed within that resource allocation.

Policy Implications

Nil

Statutory Implications

All actions are progressing compliance with the Local Government Act 1995 and associated regulations.

Strategic Implications

The Strategic Community Plan

Objective 4.2 - Strong leadership and governance

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.1.8

THAT COUNCIL BY SIMPLE MAJORITY PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT 1995 RESOLVES TO:

- 1. RECEIVE THE UPDATE ON ACTIONS FROM THE FINANCIAL MANAGEMENT REVIEW AND PROBITY COMPLIANCE AUDIT REPORT IMPLEMENTATION PLAN;***
- 2. DIRECT THE CEO TO PROVIDE A FURTHER UPDATE ON PROGRESS AT THE ORDINARY MEETING OF COUNCIL IN JULY 2017.***

10.1.9 CODE OF CONDUCT

Date:	17 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Andrea Selvey, CEO
Attachments:	9. DRAFT Shire of Dowerin Code of Conduct

Summary

This item brings an updated Code of Conduct to Council as a draft policy for consideration. The officer's recommendation is to adopt the updated Code of Conduct for the Shire of Dowerin.

Background

Local Government Act 1995 - Sect 5.103 stipulates that every local government is to prepare or adopt a Code of Conduct to be observed by council members, committee members and employees. The Shire of Dowerin's Code of Conduct is out-dated and does not reflect recent changes to the legislative environment, for example in relation to gifts. The Probity Compliance Audit conducted by the Department of Local Government and Communities (DLGC) in July 2016 required that the Shire review the Code of Conduct. This item brings the updated Code of Conduct before Council for consideration.

Comment

The updated draft Code of Conduct makes a clear and defined link between the role and responsibilities of Council Members, Committee Members and Employees and the Local Government Act and associated Regulations. And while the intent remains not dissimilar to the original Code of Conduct, the legislative requirements are made more explicit. Specific changes are as follows:

1. The preamble, Statutory Environment, Rules of Conduct and Roles Council Members and Employees are now included to provide context.
2. Gifts – section 2.4 has been included to be consistent with new legislative requirements.
3. Under Clause 3 – Personal Benefit, new statements that provide greater depth to the matters relating to Use of Confidential Information and Intellectual Property and Improper or Undue Influence have been added.

The following clauses retain the same intent but have been reworded for clarity:

1. Clause 1.5 Relationships between Council Members and Employees;
2. Clause 2.3 Disclosure of Interest
3. Clause 4.6 Corporate Obligations

Statutory Implications

The Local Government Act 1995 – Section 5.103 stipulates that every local government is to prepare or adopt a Code of Conduct to be observed by council members, committee members and employees.

Policy Implications

Should Council adopt this updated Code of Conduct, it will be included in the Shire of Dowerin Policy Manual and serve as a guide for future Council and staff actions and behavior.

Financial Implications

Nil

Risk Implications

A clear and explicit Code of Conduct provides clarity for Elected Members, Committee Members and Employees in relation to expected behaviours and conduct. It reduces the risk of behavior that is not consistent with statutory requirements and community standards.

Strategic Implications

Strategic Community Plan

Objective 4.2 – Strong Leadership and Governance

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 10.1.9

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 5.103 RESOLVES TO:

- 1. ADOPT THE UPDATED SHIRE OF DOWERIN CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS AND EMPLOYEES FOR INCLUSION IN THE SHIRE OF DOWERIN POLICY MANUAL; AND***
- 2. REVIEW THE CODE OF CONDUCT ONCE EVERY TWO YEARS UNLESS LEGISLATIVE CHANGES REQUIRE MORE FREQUENT REVIEWS.***

10.1.10 USE OF COUNCIL EQUIPMENT BY EMPLOYEES POLICY

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachment: 10. Draft Use of Council Equipment by Employees Policy

Summary

This item recommends that Council considers a policy that guides the use of Council equipment by employees be added to the Policy Manual.

Background

Policies are an essential component Council's governance framework and provide:

- Consistency and transparency in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Policies arise generally in response to discretionary legislated powers; and/or non-legislated functions/activities of Council; e.g. provision of community services, and mainly relate powers under the Local Government Act 1995.

Council Policy provides for "the rationale and guiding principles of what can be done". It is important to note that policies are not legislatively binding and when good reasons prevail and are documented, Council can override their own policies. Reports to Council must reference relevant policies as this provides guidance to Councillors in their deliberations on the matter in hand and information for residents.

Comment

The attached Use of Council Equipment by Employees draft Policy is presented in draft for Council consideration. The Shire has offered this benefit to staff for many years and is something that is valued by staff. However, it is in direct contradiction to the current and proposed Code of Conduct. Unless this benefit is offered as part of an employment contract, it is breach of the Code of Conduct. Via the proposed policy Council can offer use of equipment, within strict parameters, as a formal benefit of employment. This ensures staff can legitimately use equipment without breaching legislation.

Consultation

The Manager Assets and Works and Manager Finance and Corporate Services have been consulted.

The Finance Committee considered the draft policy at their meeting on 18 April and recommended that Council adopts the policy.

Financial Implications

The policy has been developed to ensure costs that may be incurred are the responsibility of the individual using the equipment, not the Shire. Therefore there should be minimal, if any, financial impact.

Risk Implications

There are several risks to be considered. Without a policy in place, staff who borrow equipment and supervisors who authorise this activity can be challenged by the community and found to be in breach of the Code of Conduct and of the Local Government Act. This policy manages that risk.

The Risks associated with employees using equipment, such as the risk of injury, loss or damage to the equipment, have been dealt with in the proposed policy.

Policy Implications

Should Council adopt this policy, it will be included in the Shire of Dowerin Policy Manual and serve as a guide for future Council decisions and staff actions.

Statutory Implications

The Local Government Act 1995 - Section 2.7 stipulates that the role of Council includes determination of the Local Government's policies.

In addition, each policy has its own statutory or legislative implications and these are articulated in each policy as follows:

Use of Council equipment by employees – Local Government Act 1995 Code of Conduct

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organisation

Voting Requirements

Simple Majority

OFFICER AND COMMITTEE RECOMMENDATION – ITEM 10.1.10

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 2.7 OF THE LOCAL GOVERNMENT ACT ADOPTS THE "USE OF COUNCIL EQUIPMENT BY EMPLOYEES" POLICY.

10.1.11 SAFETY BONUS SCHEME POLICY

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachment: 11. Draft Safety Bonus Scheme Policy

Summary

This item recommends that Council considers a Safety Bonus Scheme policy to be added to the Policy Manual.

Background

Policies are an essential component Council's governance framework and provide:

- Consistency and transparency in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Policies arise generally in response to discretionary legislated powers; and/or non-legislated functions/activities of Council; e.g. provision of community services, and mainly relate powers under the Local Government Act 1995.

Council Policy provides for "the rationale and guiding principles of what can be done". It is important to note that policies are not legislatively binding and when good reasons prevail and are documented, Council can override their own policies. Reports to Council must reference relevant policies as this provides guidance to Councillors in their deliberations on the matter in hand and information for residents.

Comment

The attached Safety bonus scheme Policy is presented in draft for Council consideration. It is offered as part of a suite of initiatives that aims to improve safety and compliance with the requirement to complete OSH documents. Other initiatives in this suite are updated Position Descriptions that include OSH requirements, training and support for staff, inclusion in the annual performance review process, an OSH Committee and policies and procedures.

The Shire of Cunderdin offer a similar bonus scheme and have reported it has improved safety and compliance with OSH requirements.

Consultation

This draft policy has been considered and the concept approved by the Shire of Dowerin OSH Committee. The outside work crew have been consulted and asked to bring any ideas or concerns to the attention of the CEO, either directly or via their supervisor or Manager (both of whom are on the OSH Committee).

The Finance Committee considered the draft policy at their meeting on 18 April and recommended that Council adopts the policy.

Financial Implications

This policy would result in a maximum of \$600 per annum bonus for each outside staff member (currently 14 staff would qualify). The total annual financial impact would be \$8400. Should Council resolve to approve this policy in principle, it would be presented for Council as part of the budget process and come into effect from 1 July 2017.

Risk Implications

There is a risk that OSH matters may not be reported. The Policy addresses this risk by stating that any employee found to be in breach of the Incident Reporting Requirements specified in the policy, in order to receive payment of this Safety Bonus, will be subject to disciplinary action.

Policy Implications

Should Council adopt these policies, they will be included in the Shire of Dowerin Policy Manual and serve as a guide for future Council decisions and staff actions.

Statutory Implications

The Local Government Act 1995 - Section 2.7 stipulates that the role of Council includes determination of the Local Government's policies.

In addition, each policy has its own statutory or legislative implications and these are articulated in each policy as follows:

Safety bonus scheme policy - Occupational Safety and Health Act 1984

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organisation

Voting Requirements

Simple Majority

OFFICER AND COMMITTEE RECOMMENDATION – ITEM 10.1.11

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 2.7 OF THE LOCAL GOVERNMENT ACT RESOLVES TO PROVIDE IN-PRINCIPLE SUPPORT FOR THE "SAFETY BONUS SCHEME" POLICY AND CONSIDER AN ALLOCATION TO IMPLEMENT THIS POLICY IN THE 2017/18 BUDGET.

10.1.12 ROAD NETWORK SUPPLIES IN EXCHANGE FOR WORK POLICY

Date:	17 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Andrea Selvey, CEO
Attachment:	12. Draft Road Network Supplies from Landowners in Exchange for Work Policy

Summary

This item recommends that Council considers a Policy to ensure appropriate governance and control are in place for the exchange of work for Road network supplies from landowners.

Background

Policies are an essential component Council's governance framework and provide:

- Consistency and transparency in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Policies arise generally in response to discretionary legislated powers; and/or non-legislated functions/activities of Council; e.g. provision of community services, and mainly relate powers under the Local Government Act 1995.

Council Policy provides for "the rationale and guiding principles of what can be done". It is important to note that policies are not legislatively binding and when good reasons prevail and are documented, Council can override their own policies. Reports to Council must reference relevant policies as this provides guidance to Councillors in their deliberations on the matter in hand and information for residents.

Comment

The attached draft Policy is presented in draft for Council consideration. The current arrangements whereby landowners provide materials (i.e. gravel and sand) in exchange for minor works on their property have been in place for many years at the Shire and offer a 'win-win' for the Shire and for local landowners. However, there have been two occasions over the past 12 months where a landowner has contracted the Shire because they are not satisfied with the verbal agreement or believe they are at a disadvantage. As there is no clear policy or process, this can lead to different understandings of the arrangement. Furthermore, the current arrangements are not officially sanctioned by Council and therefore exposes staff to criticism or even worse, accusations of misconduct. This policy aims to bring consistency, transparency and protection for staff entering into such arrangements.

Consultation

The Assets and Works Manager has reviewed this policy.

The Finance Committee considered the draft policy at their meeting on 18 April and recommended that Council adopts the policy.

Financial Implications

This principles outlined in this policy are currently in place and factored into the budget; therefore there should be no change to the budget and have no financial implications.

Risk Implications

Arrangements of this nature without a sound policy and process in place to ensure transparency, equity and consistency can (and has) led to disputes with landowners. A lack of policy also exposes staff to criticism or possibly accusations of misconduct.

Policy Implications

Should Council adopt this policy they will be included in the Shire of Dowerin Policy Manual and serve as a guide for future Council decisions and staff actions relating to this matter.

Statutory Implications

The Local Government Act 1995 - Section 2.7 stipulates that the role of Council includes determination of the Local Government's policies.

In addition, each policy has its own statutory or legislative implications and these are articulated in each policy as follows:

Draft Road network suppliers from landowners in exchange for work Policy - Sections 3.21 and 3.22 of the Local Government Act 1995.

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organisation

Voting Requirements

Simple Majority

OFFICER AND COMMITTEE RECOMMENDATION – ITEM 10.1.12

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO SECTION 2.7 OF THE LOCAL GOVERNMENT ACT ADOPTS THE SHIRE OF DOWERN "ROAD NETWORK SUPPLIES FROM LANDOWNERS IN EXCHANGE FOR WORK" POLICY.

10.1.13 AUTHORISATION TO WRITE OFF INCORRECT RATE INTEREST DEBT POLICY

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO

Summary

This item seeks Committee recommendation to Council authorise the Chief Executive Officer to write-off certain rates interest debts that are considered uncollectable.

Background

The Shire requires that all Rate Payers must elect their payment terms as follows;

- Pay in Full
- Instalment Plan x four instalments, or
- Payment Plan (complete plan with the Shire)

If none of the above options are acknowledged by the Rate Payer accounts will automatically accrue late interest at the rate of 11.00% per annum and is charged to the individual accounts monthly.

The rates of the Shire that remain outstanding will continue to accrue interest at the rate of 11.00% p.a. until the Ratepayer has paid the arrears in full.

Comment

In the 2016/17 financial year, administrative errors that have occurred that have resulted in interest being charged incorrectly. The Shire is rectifying these errors and as part of this process is seeking Council approval to write off debts from interest accrued incorrectly, noting that six accounts have been identified which range in value from \$1.69 to \$114.00.

Consultation

The Shire has consulted with ratepayers impacted. The Finance Committee considered this matter at their meeting on 18 April and recommended that Council approves this authorization.

Financial Implications

Making correction to incorrect raising of interest is an administrative correction and does not have a financial impact on the adopted budget as these amounts were not budgeted for.

Risk Implications

Incorrect processing of rates poses a significant reputational and financial risk to Council. Therefore, the Shire has engaged the services of ITVision (our financial management software provider) to carry out a full health check on our rates system to ensure errors of this nature do not occur in future.

Policy Implications

Nil.

Statutory Implications

The Local Government Act 1995 section 6.12 allows a Council to write off any amount of money which is owed to the local government.

Strategic Implications

Nil

Voting Requirements

Absolute Majority

OFFICER AND COMMITTEE RECOMMENDATION – ITEM 10.1.13

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO SECTION 6.12 OF THE LOCAL GOVERNMENT ACT RESOLVES THAT THE CHIEF EXECUTIVE OFFICER BE AUTHORISED TO WRITE OFF DEBTS RAISED AS A RESULT OF INCORRECT INTEREST ALLOCATIONS IN 2016/17.

10.1.14 WHR SIDING LICENCE AND TRACK ACCESS AGREEMENT

Date:	18 th April 2017
Applicant:	Shire of Dowerin – Wheatbelt Heritage Rail
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Chris Le Marshall, Project Manager, Wheatbelt Heritage Rail & Andrea Selvey, CEO
Attachment:	13. Siding Connection Agreement 14. Track Access Agreement

Summary

The item seeks Council's ratification of two documents, being the Siding Connection Agreement and Track Access Agreement to allow the Wheatbelt Heritage Rail project to progress according to the 30th April deadline. The Officer's Recommendation is that Council ratifies the signing of both documents.

Background

The Shire of Dowerin is progressing the Wheatbelt Heritage Rail Project with the aim of completing Phase 1A by 30th April 2017, the day of the opening at Minnivale. The Shire will then be in a position to fully acquit the Country Local Government Fund (Royalties for Regions program) grant to Council through the Department of Regional Development.

To finalise Phase 1A:

- the recently completed facility at Minnivale must be connected to the Brookfield Rail network; and
- Council's AB diesel electric locomotive must travel from Forrestfield to Minnivale over the Brookfield Rail network.

To achieve those two objectives, a Siding Connection Agreement and a "one off" movement Track Access Agreement between Brookfield Rail and the Shire of Dowerin are required.

To meet the required schedule for acquittal of the grant by the end of April 2017, the two Agreements needed to be progressed in a timely manner.

The WHR Committee of Council has recommended approval of the Agreements and their timely execution. The CEO and the Shire President have signed the Agreements in order to meet the completion deadline and to comply with the requirement for submission of the documents to the Office of the National Rail Safety Regulator prior to any movement of the Shire's AB locomotive and prior to use of the facility at Minnivale.

Comment

The Siding Connection Agreement and the "one off" movement Track Access Agreement will enable Brookfield Rail to undertake works to connect the facility at Minnivale to the Brookfield Rail Network and will enable the AB diesel electric locomotive to be moved from Forrestfield in Perth to Minnivale under Wheatbelt Heritage Rail's Accreditation. Both elements are essential to acquit the Country

Local Government Fund grant.

The facility at Minnivale has been completed with the requisite “fit for purpose” documentation having been accepted by the Office of the National Rail Safety Regulator. The “fit for purpose” documentation for the Shire’s AB diesel electric locomotive has also been accepted by the Office of the National Rail Safety Regulator.

Consultation

Extensive consultation has been undertaken with a Rolling Stock Engineer, Track Engineer, Brookfield Rail, Aurizon, the Office of the National Rail Safety Regulator, GEMCORAIL and Rail Heritage WA. The WHR Committee has endorsed both documents.

Financial Implications

All costs associated with the connection to the Brookfield Rail Network and the movement of the AB diesel electric locomotive are covered within the capital budget for the project.

Risk Implications

All risks and other elements associated with transfer of the AB diesel electric locomotive and use of the facility at Minnivale have been addressed in the Rolling Stock Transition Arrangements Plan and the Track Infrastructure Transition Arrangements Plan and have been assessed by the Office of the National Rail Safety Regulator. Both Plans have been subject to stringent review and approved by the Office of the National Rail Safety Regulator. The plans include the following:

- GEMCORAIL have undertaken a comprehensive mechanical and electrical inspection and service of the AB diesel electric locomotive.
- The locomotive has been certified as “fit for purpose” by GEMCORAIL and the documentation has been accepted by the Office of the National Rail Safety Regulator.
- Operationally, prior to every movement of the locomotive, a detailed daily inspection as per our Rail Safety Accreditation documentation is carried out by a qualified person.
- An independent engineer has undertaken a comprehensive onsite inspection of the Minnivale facility and the track at the facility has been certified as “fit for purpose”. The Office of the National Rail Safety Regulator has accepted that the Minnivale facility is “fit for purpose”.
- Insurance issues associated with the Minnivale facility and the “one off” movement Track Access Agreement have been resolved to the satisfaction of Council, Brookfield Rail and LGIS.

Policy Implications

Nil

Statutory Implications

All statutory obligations have been met including those prescribed in the Rail Safety National Law (WA) Act 2015 and the Rail Safety National Law (WA) Regulations 2015.

Strategic Implications

Strategic Community Plan

Objective 2.3 – A growing tourism industry. Strategy 2.3.6 – Continue developing the Wheatbelt Heritage Rail Project.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 10.1.14

THAT COUNCIL BY SIMPLE MAJORITY PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT RATIFY THE SIGNING OF THE SIDING CONNECTION AGREEMENT AND THE “ONE OFF” MOVEMENT TRACK ACCESS AGREEMENT.

10.1.15 DEVELOPMENT APPLICATION FOR A CIVIC BUILDING (VOLUNTEER FIRE BRIGADE SHED) – RESERVE 10614 MEMORIAL AVENUE, DOWERIN

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: Portion of Lot 35, Memorial Avenue, Dowerin
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO
Attachments: 15. Location Map
16. Site Plan
17. Floor & Electrical Plan
18. Elevations & Sections

Summary

Council is requested to consider an application for development approval for a civic building to be used by the Dowerin Volunteer Fire Brigade on Reserve 10614 Memorial Avenue, Dowerin.

This application is being referred to Council for determination as the current delegated authority register does not permit officers to make a determination in regard to development applications on land zoned 'Reserve'. The Officer's recommendation is to approve the development application.

Background

Reserve 10614 Memorial Avenue, Dowerin is 28.3838ha in area and contains existing civic buildings including the Dowerin District High School, Swimming Pool, Recreation Centre and ancillary buildings. The proposed fire shed is to be located on a vacant south-west portion of the reserve with frontage to Memorial Avenue directly adjacent to Dowerin District High School (Refer to Attachment 15).

The applicant, being the Shire of Dowerin has proposed the construction of a fire shed containing a meeting room and bathroom amenities to be a headquarters for the local volunteer fire brigade.

The building has an internal floor area of approximately 168m² and has a maximum ridge height of 6.4m which is the clearance height required to enable drive through access for the fire trucks that will be parked inside. The natural ground level is relatively flat and minimal earthworks required to establish a level building pad (Refer Attachment 16, 17 & 18).

The external walls and roof will be clad in colorbond with the main vehicle ingress and egress via a handstand apron driveway connecting to Memorial Avenue. The volunteer's private vehicles will access the site via the existing entry point to the site located to the east of the proposed building. There is ample vacant land to accommodate private vehicle parking in close proximity to the proposed building.

Comment

The need to encourage and promote fire brigade services is identified in the Shire of Dowerin Strategic Community Plan (Objective 2.3/Strategy 1.1.2) and the Corporate Business Plan (C1.2). The proposed fire shed on Reserve 10614 Memorial Avenue, Dowerin will assist in the volunteer fire brigade and the valuable service they provide for the community.

The proposed building is located in an existing established precinct of civic and community buildings where shared car parking facilities are available. It should be noted that there is the potential for noise impacts upon residential properties located nearby resulting from emergency sirens and alarms. However these noise impacts are expected to occur infrequently and for brief periods only.

The proposal is compatible with the existing use of the reserve which has been designated for civic land uses. The proposal is consistent with the objectives of the Shire's Local Planning Scheme No.2 and Local Planning Strategy.

Therefore, it is recommended that Council approve the application for a civic building (volunteer fire brigade shed) on Reserve 10614 Memorial Avenue, Dowerin.

Consultation

The Volunteer Bush Fire Brigade via the CBFCO, Deputy CBFCO and Assets and Works Manager have been involved in all discussions regarding the design proposed Fire Shed to ensure it meets operational requirements. The Dowerin District High School has been consulted as adjoining neighbours and are happy with the proposed location for the proposed Shed.

Dowerin Events Management have provided their support for the shed to be located on this site as it will provide a presence during the Field Days event. St John Ambulance Chair and Deputy Chair have been consulted to ensure avenues for collaboration and resource sharing should funding for a new St John Ambulance Shed be secured sometime in the future.

Financial Implications

The Shire has received a grant of \$241,120 and the cost of this project will cost \$266,000; therefore requiring a co-contribution of \$25,000 from Council. This co-contribution was considered and approved by Council at the Ordinary Meeting of Council on 28 February 2017. Therefore, the additional funding has been included in the Mid-Year Budget Review.

Risk Implications

Nil

Policy Implications

Nil

Statutory Implications

LOCAL PLANNING SCHEME NO. 2

Reserve 10614 Memorial Avenue, Dowerin is designated as a Reserve with an existing 'Civic' use under Local Planning Scheme No.2 (the Scheme). The proposed use is best described in Schedule 1 Part 6 c.38 of the *Planning and Development (Local Planning Schemes) Regulations 2015* as a 'Civic Use' which is defined as follows:

Civic use means premises used by a government department, an instrumentality of the State or the local government for administrative, recreational or other purposes.

LPS No. 2: Clause 3.4 – 'Use and Development of Local Reserves'

3.4.1 A person must not —

- (a) use a Local Reserve; or
- (b) commence or carry out development on a Local Reserve,

without first having obtained planning approval under Part 9 of the Scheme.

It should be noted that Part 9 of the Scheme has now been superseded by the Planning and Development (Local Planning Scheme) Regulations 2015 (LPS Regs) and in particular, Part 7 – ‘Requirement for development approval’ of the ‘Deemed Provisions’.

3.4.2 In determining an application for planning approval the local government is to have due regard to—

- (a) the matters set out in Part 10 (clause 10.2 in particular);
- (b) the ultimate purpose intended for the Local Reserve; and
- (c) the Use Classes permitted in the Zoning Table. 3.4.3 In the case of land reserved for the purposes of a public authority, the local government is to consult with that authority before determining an application for planning approval.

It should be noted that Part 10 of the Scheme has been superseded by the *Planning and Development Regulations (Local Planning Schemes) 2015* and in particular, Clause 67 – ‘Matters to be considered by Local Government’. As outlined in Clause 67 the following matters are required to be taken into consideration when making a determination in regard to this application:

- *(a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;*
- *(j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;*
- *(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;*
- *(n) the amenity of the locality including the following — (i) environmental impacts of the development; (ii) the character of the locality; (iii) social impacts of the development;*
- *(s) the adequacy of —(i) the proposed means of access to and egress from the site; and (ii) arrangements for the loading, unloading, maneuvering and parking of vehicles;*
- *(t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;*
- *(x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;*
- *(zb) any other planning consideration the local government considers appropriate.*

Strategic Implications

Shire of Dowerin Local Planning Strategy 2013

The Shire of Dowerin Local Planning Strategy (the Strategy) identifies the need to consolidate services within existing Dowerin townsite. The proposed fire shed is located within the existing townsite and is consistent with the objectives of the Strategy which includes the following:

Dowerin town will continue to provide modern and efficient services and amenities to challenge any larger urban centre.

Voting Requirements

Simple Majority.

Officer Recommendation

OFFICER RECOMMENDATION – ITEM 10.1.15

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO LOCAL PLANNING SCHEME NO. 2 RESOLVES TO APPROVE THE DEVELOPMENT APPLICATION FOR A CIVIC BUILDING (VOLUNTEER FIRE BRIGADE SHED) ON RESERVE 10614 MEMORIAL AVENUE, DOWERIN, SUBJECT TO THE FOLLOWING CONDITIONS:

GENERAL CONDITIONS

- 1. THE DEVELOPMENT HEREBY PERMITTED MUST SUBSTANTIALLY COMMENCE WITHIN TWO YEARS FROM THE DATE OF THIS DETERMINATION NOTICE;**
- 2. THE DEVELOPMENT HEREBY PERMITTED TAKING PLACE IN ACCORDANCE WITH THE APPROVED PLANS DATED 26 APRIL 2017;**
- 3. THE STORMWATER SHALL BE DISCHARGED IN A MANNER SO THAT THERE IS NO DISCHARGE ONTO THE ADJOINING PROPERTIES TO THE SATISFACTION OF THE LOCAL GOVERNMENT;**
- 4. OUTDOOR LIGHTING IS TO BE DESIGNED, BAFFLED AND LOCATED TO PREVENT ANY INCREASE IN LIGHT SPILL ONTO THE ADJOINING PROPERTIES.**

CONDITIONS TO BE MET PRIOR TO OCCUPATION

- 5. PRIOR TO THE OCCUPATION OF THE DEVELOPMENT, VEHICLE CROSSOVER(S) SHALL BE CONSTRUCTED TO THE SPECIFICATION AND SATISFACTION OF THE LOCAL GOVERNMENT;**
- 6. PRIOR TO OCCUPATION, THE DEVELOPMENT HEREBY PERMITTED SHALL BE CONNECTED TO AN APPROVED EFFLUENT DISPOSAL SYSTEM;**

CONDITIONS REQUIRING ONGOING COMPLIANCE

- 7. THE ON-SITE DRAINAGE SYSTEM SHALL BE MAINTAINED ON AN ONGOING BASIS TO THE SATISFACTION OF THE LOCAL GOVERNMENT.**

ADVICE NOTES:

- NOTE 1:** If the development the subject of this approval is not substantially commenced within a period of 2 years, or such other period as specified in the approval after the date of the determination, the approval shall lapse and be of no further effect.
- NOTE 2:** Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.
- NOTE 3:** If an applicant is aggrieved by this determination there is a right of appeal under the *Planning and Development Act 2005*. An appeal must be lodged with the State Administrative Tribunal within 28 days of the determination.
- NOTE 4:** A Building Permit being obtained prior to the commencement of any building works and an Occupancy Permit is to be obtained prior to the use of the building.

10.2 FINANCE REPORT

10.2.1 FINANCE REPORT – MARCH 2017

Date:	12 APRIL 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Ina Edwardson – Finance and Corporate Services Manager
Reviewer:	Megan Shirt – LG Consultant
Senior Officer:	Andrea Selvey – Chief Executive Officer
Attachments:	19. Monthly Financial Activity Statements – March 2017

Summary

The financial statements for the period 01 March 2017 to 31 March 2017 are presented for Council review.

Background

Section 6.4 of the Local Government Act 1995 requires a Local Government to prepare financial reports.

The Local Government (Financial Management) Regulations Reg 34 & 35 sets out the form and content of the financial reports which have been prepared for the periods as above and are presented to Council for approval. The statements have been prepared in AAS27 format in accordance with FMR Reg 35.

Comment

In order to fulfil statutory reporting requirements, and to provide the Council with a synopsis of the Shire's overall financial performance on a year to date basis, the following financial reports are attached:

- Statement of Financial Activity – Statutory Reporting Program

This report provides details of the Shire's operating revenues and expenditures on a year to date basis, by Program and Nature or Type. The report has been further extrapolated to include details of non-cash adjustments and capital revenues and expenditures, to identify the Shire's net current position; which reconciles with that reflected in the associated Net Current Position report (Note 3).

- Capital Acquisitions

This report provides year to date budget performance (by line item) in respect of the following capital expenditure activities

- Land and Buildings
- Infrastructure Assets – Roads

- Net Current Funding Position (Note 3)

This report provides details of the composition of the net current asset position on a year to date basis, and reconciles with the net current position as per the Statement of Financial Activity by Program (pg.3) and Statement of Financial Activity by Nature or Type (pg. 4).

- Cash Backed Reserves (Note 7)

This report provides summary details of transfers to and from reserve funds, and also associated interest earnings on reserve funds, on a year to date basis.

Additional reports and/or charts are also provided as required to further supplement the information comprised within the statutory financial reports.

Reserve Funds

The total balance of funds held in the various Reserve Funds at 31 March 2017 is as detailed in the financial statements at Note 7.

Consultation

The Finance Committee considered the Monthly Financial Activity Statements March 2017 at their meeting on 18 April 2017. The Finance Committee noted that the Graph on page 5 does not align with figures. This will be investigated.

Financial Implications

Any financial implications are detailed within the context of this report.

Policy Implications

Nil

Statutory Implications

Council is required to adopt monthly finance reports to comply with Reg 34(1) of the Local Government (Financial Management) Regulations 1996.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER AND COMMITTEE RECOMMENDATION – ITEM 6.1

THAT COUNCIL, BY SIMPLE MAJORITY, PURSUANT TO REGULATION 34(4) OF THE LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS RECEIVES THE STATUTORY FINANCIAL ACTIVITY STATEMENT REPORTS FOR THE PERIOD ENDING 31 MARCH 2017.

10.2.2 ACCOUNTS FOR PAYMENT – 5 MARCH 2017 TO 4 APRIL 2017

Date:	12 APRIL 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Emma Hardy – Finance Officer
Senior Officer:	Ina Edwardson – Finance and Corporate Services Manager
Attachments:	List of Accounts

Background

The attached schedules of cheques drawn and electronic payments that have been raised by delegated authority during the month since the last meeting are presented to Council for confirmation of payment and ratification at this meeting.

Comment

The list as presented has been reviewed by Chief Executive Officer and Finance Committee and is now presented to Council.

Statutory Implications

Reg 12 & 13 of the Local Government (Financial Management) Regulations 1996 requires that a separate list be prepared each month for adoption by Council showing:

- Creditors to be paid
- payments made from Municipal Fund, Trust Fund and Reserve Fund by Chief Executive Officer under delegated authority from Council

Policy Implications

Payments have been made under delegation.

Consultation

The Finance Committee considered this list of payment at their meeting on 18 April 2017 and noted that several payments required the contras to be included. This will be amended.

Financial Implications

All payments have been consistent with Council adopted budget provisions.

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organization.

Voting Requirements

Simple Majority

OFFICER AND COMMITTEE RECOMMEDATION – ITEM 6.2

THAT COUNCIL, BY SIMPLE MAJORITY PURSUANT TO REG 12 & 13 OF THE LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996 RECEIVE THE REPORT FROM THE CHIEF EXECUTIVE OFFICER ON THE EXERCISE OF DELEGATED AUTHORITY IN RELATION TO CREDITOR PAYMENTS FROM THE MUNICIPAL FUND FOR THE PERIOD 5 MARCH 2017 TO 4 APRIL 2017.

LIST OF ACCOUNTS

05/03/2017 - 04/04/2017

MUNICIPAL FUND

DIRECT DEBIT PAYMENTS					
DD	Date	Name	Description	Amount	Contra
9	21-03-2017	PUMA ENERGY	MARCH FUEL USAGE	-1915.86	
TOTAL				-\$1,915.86	
EFT PAYMENTS					
EFT	Date	Name	Description	Amount	Contra
EFT4643	08-03-2017	AUSQ TRAINING	STAFF TRAINING - TRAFFIC MANAGEMENT REFRESHER COURSE (GROUP BOOKING)	-1000.00	
EFT4644	08-03-2017	AVON WASTE	RUBBISH COLLECTION	-2362.92	2362.92
EFT4645	08-03-2017	AMPAC DEBT RECOVERY (WA) PTY LTD	RATES - DEBT RECOVERY EXPENSES	-11476.46	11476.46
EFT4646	08-03-2017	ADVANCED AUTOLOGIC PTY LTD	LUBRICANTS - GREASE & SUPER SOAK	-398.00	
EFT4647	08-03-2017	CHILD SUPPORT AGENCY	Payroll deductions	-358.00	358.00
EFT4648	08-03-2017	BOYNES SPRINGS	WHR - 8 COMPRESSION SPRINGS	-391.60	391.60
EFT4649	08-03-2017	COMMERCIAL HOTEL DOWERIN	WHR - ACCOMODATION & MEALS	-434.00	434.00
EFT4650	08-03-2017	CONTRACT AQUATIC SERVICES	POOL - FEB & MARCH MANAGEMENT FEE (AS PER CONTRACT)	-24640.00	
EFT4651	08-03-2017	CHUBB INSURANCE AUSTRALIA	INSURANCE - EXCESS FOR CLAIM 28509 - LEGAL REPRESENTATION OF COUNCILLORS & STAFF IN CCC PUBLIC HEARING	-5000.00	
EFT4652	08-03-2017	DOWERIN ENGINEERING WORKS	POOL GRANT - MAKE & INSTALL RAILING FOR POOL WITH ACCESS GATE	-2618.11	2618.11
EFT4653	08-03-2017	DOWERIN COMMUNITY RESOURCE CENTRE	LIBRARY - QUARTERLY CONTRACT FEE 1/1/17 - 31/3/17	-1250.00	
EFT4654	08-03-2017	DRACO AIR	HACC BUILDING MAINTENANCE - REPAIRS TO AIR CONDITIONING UNIT	-2342.77	
EFT4655	08-03-2017	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	ESL - QUARTER 3 CONTRIBUTION	-12162.30	12162.30
EFT4656	08-03-2017	SHIRE OF GOOMALLING	AREA PROMOTION - CONTRIBUTION TO PIONEER PATHWAY 2016/17	-1650.00	
EFT4657	08-03-2017	HOLBERTON EARTHMOVING	WHR - HIRE OF LOADER	-968.00	968.00
EFT4658	08-03-2017	JASON SIGNMAKERS	ROAD/TRAFFIC SIGNS - VARIOUS (36)	-2550.57	
EFT4659	08-03-2017	KENNARDS HIRE PTY LTD	DOWERIN KOORDA RD - EXCAVATOR HIRE (1 WEEK). TRAFFIC LIGHT HIRE	-2100.00	
EFT4660	08-03-2017	STATE LIBRARY OF W A	LIBRARY - FREIGHT	-301.22	
EFT4661	08-03-2017	Local Government Appointments	ADMIN/OTHER COSTS - TEMP RATES OFFICER (MISSED PAYMENT FROM AUGUST)	-1309.28	
EFT4662	08-03-2017	IXOM OPERATIONS PTY LTD	POOL - CHLORINE SERVICE FEE 01/02/17 - 28/01/17	-76.38	
EFT4663	08-03-2017	WORKWEAR GROUP PTY LTD	UNIFORMS - BRADDON & BEGLEY	-552.16	
EFT4664	08-03-2017	PERFECT COMPUTER SOLUTIONS	IT SUPPORT - MONTHLY FEE FOR DAILY MONITORING & MANAGEMENT OF DISASTER RECOVERY OPTIONS.	-85.00	
EFT4665	08-03-2017	PARKSTON INDUSTRIAL PARK PTY LTD	WHR - MINNIVALE RAIL YARD TURNOUTS	-4400.00	4400.00
EFT4666	08-03-2017	SUNNY INDUSTRIAL BRUSHWARE	D023 STREET SWEEPER - REFURBISH SIDE BROOM 20cm BRISTLE LENGTH	-180.40	

ORDINARY MEETING OF COUNCIL AGENDA – 26 APRIL 2017

EFT4667	08-03-2017	TUDOR HOUSE	COMMUNITY EVENTS - PVC BANNER	-144.50	
EFT4668	08-03-2017	TRUE PLUMBING AND GAS	PUBLIC TOILETS - PUBLIC MALE TOILETS BLOCKED	-460.90	
EFT4669	08-03-2017	WESFARMERS KLEENHEAT GAS	HACC - YEARLY GAS RENTAL FEE	-75.90	
EFT4670	08-03-2017	WESTRAC EQUIPMENT	D007 GRADER - REPAIRS TO OPERATORS SEAT	-1702.99	
EFT4671	08-03-2017	REBECCA WINDSOR	GYM INDUCTIONS - K.HATHAWAY	-20.00	20.00
EFT4673	23-03-2017	ARROW BRONZE	WALL PLAQUES - UNDERWOOD	-445.44	445.44
EFT4674	23-03-2017	AUSQ TRAINING	STAFF TRAINING - TRAFFIC MANAGEMENT REFRESHER COURSE	-1299.00	
EFT4675	23-03-2017	AVON WASTE	RUBBISH COLLECTION - WASTE & RECYCLING	-2362.92	2362.92
EFT4676	23-03-2017	ALISON BEGLEY	UNIFORMS - REIMBURSEMENT FOR UNIFORM COSTS	-329.54	
EFT4677	23-03-2017	COUNTRY COPIERS	PRINTER - SERVICE/METER READING	-3324.38	
EFT4678	23-03-2017	DOWERIN IGA EXPRESS	ADMIN OFFICE - MILK, TEABAGS. DEPOT - COFFEE. COUNCIL REFRESHMENTS.	-130.01	
EFT4679	23-03-2017	DOWERIN ENGINEERING WORKS	DOWERIN KOORDA RD - RIO BAR FOR CULVERTS	-20.68	
EFT4680	23-03-2017	DOWERIN DESPATCH	ADVERTISING - ANNUAL ELECTORS MEETING, REVIEW OF LOCAL LAWS, NOTICE OF PUBLIC HEARING, EXTRAORDINARY ELECTION	-226.50	
EFT4681	23-03-2017	DOWERIN TYRE AND EXHAUST	D003 MITSUBISHI TRUCK - PUNCTURE REPAIR. D031 TRAILER - PUNCTURE REPAIR. OD TERRITORY - 2x TYRES. D012 LOADER - PUNCTURE REPAIR.	-540.00	
EFT4682	23-03-2017	DOWERIN & DISTRICTS FARM SHED	POOL - CAMERAS IN USE SIGN, CAMLOCK & BUSH. WORKS CLOTHING - SAFETY BOOTS.	-187.35	
EFT4683	23-03-2017	DOWERIN ROADHOUSE	HACC - MEALS ON WHEELS	-312.00	312.00
EFT4684	23-03-2017	EASTERN HILLS SAWS & MOWERS	OVALS - MOWER BLADES	-66.00	
EFT4685	23-03-2017	ALEX EADES	WHR - 3 UHF RADIOS	-525.00	525.00
EFT4686	23-03-2017	GBS RAILROAD AND MINING SERVICES	WHR - REFURBISHMENT/EXCHANGE OF FUEL INJECTORS	-792.00	792.00
EFT4687	23-03-2017	JR & A HERSEY	OHS - EAR PLUGS	-53.35	
EFT4688	23-03-2017	HILTI	WHR - BOLTS & CHEMIBOND	-290.26	290.26
EFT4689	23-03-2017	JK WILLIAMS & CO	HACC GARDENING - MOWER, HACC OFFICE - VACUUM CLEANER, ADMIN OFFICE - FRIDGE. HACC OFFICE - FRIDGE. WHR - TRACK HARDWARE. VARIOUS OTHER SUNDRIES	-3749.63	
EFT4690	23-03-2017	JOELECTRICS	4 O'LOGHLEN ST - AIR CON REPAIRS	-792.02	
EFT4691	23-03-2017	KENNARDS HIRE PTY LTD	DOWERIN KOORDA RD - TRAFFIC LIGHT HIRE x2 05/03/2017 - 08/03/2017	-990.00	
EFT4692	23-03-2017	KEY SOURCE RAIL PTY LTD	WHR - 67044BA & 67045BA RAIL FORMS	-418.00	418.00
EFT4693	23-03-2017	LINQAGE INTERNATIONAL	WHR - EXPENSES INCURRED FOR BASSENDEAN WORKS	-1391.16	1391.16
EFT4694	23-03-2017	MEX MAINTENANCE EXPERTS PTY LTD	WHR - WORK CONTROL PACKAGE	-880.00	880.00
EFT4695	23-03-2017	MCG ARCHITECTS PTY LTD	STA - CONTRACT ADMINISTRATION & SITE VISIT	-4840.00	4840.00
EFT4696	23-03-2017	TAMMY MANN	WORKS - MDL RENEWAL	-41.80	
EFT4697	23-03-2017	PRESSFORM ENGINEERING PTY LTD	WHR - 4x FISH PLATES	-220.00	220.00
EFT4698	23-03-2017	WORKWEAR GROUP PTY LTD	UNIFORMS - BEGLEY	-64.90	

ORDINARY MEETING OF COUNCIL AGENDA – 26 APRIL 2017

EFT4699	23-03-2017	PERFECT COMPUTER SOLUTIONS	IT SUPPORT - SET UP FM PROFILE FOR INA. REPAIRS TO SCANNING FUNCTION. SET UP TWO USERS FOR CITY OF NEDLANDS. MEET WITH CITY OF NEDLANDS TO DISCUSS CONSULTANCY IDEAS	-637.50	
EFT4700	23-03-2017	PARKSTON INDUSTRIAL PARK PTY LTD	WHR - CONCRETE PIT WORKS AT BASSENDEAN RAIL CENTRE	-4400.00	4400.00
EFT4701	23-03-2017	QUICK CORPORATE AUSTRALIA PTY LTD	HACC STATIONERY - BISCUITS & TONER (8). ADMIN - COFFEE, BISCUITS, MANILA FOLDERS, KEYBOARD, MOUSE, PAPER, PENS, PROTECTOR SHEETS, CLIPS.	-1795.12	
EFT4702	23-03-2017	GAVIN RICKWOOD	WORKS- MDL RENEWAL	-41.80	
EFT4703	23-03-2017	SAFE AVON VALLEY	ANIMAL CONTROL - CATS IMPOUNDED (4)	-240.00	
EFT4704	23-03-2017	TMR Consulting Services	REGULATIONS/COMPLIANCE - ASSISTANCE WITH STRATEGIC COMMUNITY PLAN	-4375.00	
EFT4705	23-03-2017	TERPKOS ENGINEERING	STA - CONTRACT ADMINISTRATION & SITE VISIT 23/02/2017	-2772.00	2772.00
EFT4706	23-03-2017	TEST & TAG	STAFF TRAINING - TEST & TAG COURSE FOR MISTY RICHARDS	-495.00	
EFT4707	23-03-2017	IT VISION	STAFF TRAINING - RATES & PROPERTY ESSENTIALS, INTERIM RATING & SUBDIVISIONS, PENSIONERS & SENIORS (R.HATHAWAY & E.HARDY)	-4200.90	
EFT4708	23-03-2017	MD & RC WINDSOR	SHIRE OFFICE MAINTENANCE - CHANGE DOOR LOCKS	-55.00	
EFT4709	23-03-2017	Western Australian Treasury Corporation	LOAN 99 STA - LOAN REPAYMENT	-26585.24	
EFT4710	23-03-2017	REBECCA WINDSOR	GYM INDUCTIONS - G.STUBNA. WRIGHT.	-40.00	40.00
EFT4711	28-03-2017	SOLUTION4BUILDING	STA - PROGRESS CLAIM	-104694.15	104694.15
EFT4712	20-03-2017	AUSTRALIAN TAX OFFICE	Payment of February Bas 2017	-10548.00	
EFT4713	30-03-2017	AVON WASTE	RUBBISH COLLECTION	-2362.92	2362.92
EFT4714	30-03-2017	CHILD SUPPORT AGENCY	Payroll deductions	-358.00	358.00
EFT4715	30-03-2017	Building & Health Surveying Services	EHO - MARCH CONTRACT PAYMENT	-4357.48	
EFT4716	30-03-2017	COMMERCIAL HOTEL DOWERIN	WHR - 1 NIGHTS ACCOMODATION & MEALS FOR 2 PEOPLE (STEVE COXALL & BARRY DONKIN)	-150.00	150.00
EFT4717	30-03-2017	LANDGATE	REGS/COMPLIANCE - EXTRACTION END PROVISION AERIAL IMAGERY	-536.80	
EFT4718	30-03-2017	D & D Transport	MACHINERY CARTAGE OF ROLLER FROM SHERRIN'S KELMSCOTT TO BOORALAMMING WEST ROAD	-1221.00	
EFT4719	30-03-2017	JASON SIGNMAKERS	SIGNS - 18 RURAL ROAD NUMBER SIGNS FOR JONES ST	-366.30	
EFT4720	30-03-2017	KENNARDS HIRE PTY LTD	DOWERIN KOORDA RD - HIRE OF TRAFFIC LIGHTS 09/03 - 10/03	-770.00	
EFT4721	30-03-2017	LINQAGE INTERNATIONAL	UNDERTAKE TRACK INSPECTION BY BOB VANSELOW TRAVEL AND ACCOMMODATION EXPENSES	-2748.62	2748.62
EFT4722	30-03-2017	MANHEIM	WHR - 10x 5X BOGIES	-5000.00	5000.00
EFT4723	30-03-2017	NAVSDRON PTY LTD	REGS/COMPLIANCE - FINANCIAL ASSISTANCE NOV-JAN	-6425.54	
EFT4724	30-03-2017	RURAL RANGER SERVICES	ANIMAL CONTROL - IMPOUND STRAY CATS	-711.85	
EFT4725	30-03-2017	ANDREA SELVEY	CEO TRANSITION - REIMBURSEMENT FOR 50% OF MOVING COSTS (2/2) AS PER CONTRACT (CLAUSE 5.9)	-1675.00	
EFT4726	30-03-2017	Sherrin Rentals	DOWERIN KOORDA RD - HIRE OF 15T ROLLER	-1521.85	
EFT4727	30-03-2017	TELLY'S AUTO ELECTRICAL & AIR-CONDITIONING	D012 LOADER, D005 HINO TRUCK, D014 ROLLER - ELECTRICAL & AIR CON REPAIRS	-355.45	

ORDINARY MEETING OF COUNCIL AGENDA – 26 APRIL 2017

EFT4728	30-03-2017	WA LOCAL GOVERNMENT ASSOCIATION	MEMBERS TRAINING - FINANCIAL REPORTS & BUDGET A.METCALF	-265.00	
EFT4729	30-03-2017	MD & RC WINDSOR	3/13 STACY ST - REPAIRS TO FLYWIRE & TOWEL RAIL	-110.00	
EFT4730	30-03-2017	REBECCA WINDSOR	GYM INDUCTIONS - HEILERS	-20.00	20.00
EFT4731	30-03-2017	YORK SWIMMING CLUB	KIDSPORT - YORK SWIMMING CLUB	-400.00	400.00
TOTAL				-	
				\$295,538.92	\$170,613.86
EFT PAYMENTS					
CHQ	Date	Name	Description	Amount	Contra
10290	08-03-2017	AUSTRALIA POST	POSTAGE - POST BOX RENEWAL	-31.00	
10291	08-03-2017	COURIER AUSTRALIA	FREIGHT - WATER SAMPLES	-10.68	
10292	08-03-2017	STEVEN GEERDINK	WORKS - MDL RENEWAL REIMBURSEMENT	-41.80	
10293	08-03-2017	LGRCEU	Payroll deductions	-38.80	38.80
10294	08-03-2017	SHIRE OF NORTHAM	WHR - MEETING ROOM HIRE 07/03/2017	-30.00	30.00
10295	08-03-2017	SYNERGY	DCC - ELECTRICITY USAGE	-1341.05	
10296	08-03-2017	TELSTRA	ADMIN/HACC/DEPOT/POOL LINES - TELEPHONE USAGE	-1815.98	
10297	23-03-2017	COURIER AUSTRALIA	LIBRARY - FREIGHT	-40.58	
10298	23-03-2017	COMMISSIONER OF POLICE	WORKS - FIRE ARM LICENSE	-122.00	
10299	23-03-2017	LGRCEU	Payroll deductions	-38.80	
10300	23-03-2017	SYNERGY	COUNCIL BUILDINGS & PROPERTIES - ELECTRICITY USAGE	-11693.85	
10301	23-03-2017	TELSTRA	TELEPHONE USAGE - CEO/FM/WM/WORKS MOBILES	-279.94	
10302	23-03-2017	WATER CORPORATION	SHIRE PROPERTIES/BUILDINGS - WATER USAGE	-229.28	
10303	23-03-2017	WESTNET PTY LTD	INTERNET USAGE - HACC & DEPOT	-109.90	
10304	30-03-2017	COURIER AUSTRALIA	FREIGHT	-54.08	
10305	30-03-2017	SYNERGY	DCC - ELECTRICITY USAGE	-1478.65	
10306	30-03-2017	TELSTRA	ADMIN OFFICE/HACC/POOL/DEPOT - TELEPHONE USAGE	-1561.82	
TOTAL				-\$18,918.21	\$68.80
SUPER PAYMENTS					
DD	Date	Name	Description	Amount	Contra
DD9497.1	08-03-2017	WA SUPER	Payroll deductions	-3287.36	
DD9497.2	08-03-2017	AUSTRALIAN CATHOLIC SUPERANNUATION & RETIREMENT FUND	Superannuation contributions	-25.26	
DD9497.3	08-03-2017	FIDUCIAN PORTFOLIO SERVICES LIMITED	Superannuation contributions	-93.05	
DD9497.4	08-03-2017	Australian Super	Superannuation contributions	-564.65	
DD9497.5	08-03-2017	PERTH MERCER SUPERANNUATION (AUSTRALIA) LIMITED	Superannuation contributions	-223.53	
DD9497.6	08-03-2017	MLC NOMINEES PTY LTD	Superannuation contributions	-542.39	
DD9497.7	08-03-2017	NAB SUPERANNUATION FUND A	Superannuation contributions	-120.30	
DD9497.8	08-03-2017	CBUS	Superannuation contributions	-161.71	
DD9497.9	08-03-2017	PRIME SUPER	Superannuation contributions	-192.49	

ORDINARY MEETING OF COUNCIL AGENDA – 26 APRIL 2017

DD9506.1	22-03-2017	WA SUPER	Payroll deductions	-3350.37	
DD9506.2	22-03-2017	AUSTRALIAN CATHOLIC SUPERANNUATION & RETIREMENT FUND	Superannuation contributions	-10.40	
DD9506.3	22-03-2017	FIDUCIAN PORTFOLIO SERVICES LIMITED	Superannuation contributions	-76.66	
DD9506.4	22-03-2017	Australian Super	Superannuation contributions	-564.64	
DD9506.5	22-03-2017	PERTH MERCER SUPERANNUATION (AUSTRALIA) LIMITED	Superannuation contributions	-223.53	
DD9506.6	22-03-2017	MLC NOMINEES PTY LTD	Superannuation contributions	-505.10	
DD9506.7	22-03-2017	NAB SUPERANNUATION FUND A	Superannuation contributions	-120.30	
DD9506.8	22-03-2017	CBUS	Superannuation contributions	-161.70	
DD9506.9	22-03-2017	PRIME SUPER	Superannuation contributions	-192.49	
DD9497.10	08-03-2017	HEALTH EMPLOYEES SUPER	Superannuation contributions	-116.01	
DD9497.11	08-03-2017	HOSTPLUS	Superannuation contributions	-65.43	
DD9497.12	08-03-2017	CHILDCARE SUPER	Superannuation contributions	-11.85	
DD9497.13	08-03-2017	CONCEPT ONE SUPER	Superannuation contributions	-20.09	
DD9506.10	22-03-2017	HEALTH EMPLOYEES SUPER	Superannuation contributions	-109.80	
DD9506.11	22-03-2017	HOSTPLUS	Superannuation contributions	-62.14	
DD9506.12	22-03-2017	CHILDCARE SUPER	Superannuation contributions	-43.09	
DD9506.13	22-03-2017	CONCEPT ONE SUPER	Superannuation contributions	-20.09	
TOTAL				-\$10,864.43	
PAYROLL PAYMENTS					
PAYS	Date	Name	Description	Amount	Contra
PAYS0803	08-03-2017	Payroll Direct Debit of Net Pays		48653.23	
PAYS2203	22-03-2017	Payroll Direct Debit of Net Pays		47180.10	
PAYS2303	23-03-2017	Payroll Direct Debit of Net Pays		170.48	
TOTAL				\$96,003.81	
MUNICIPAL TOTALS					
				Amount	Contra
DIRECT DEBITS				-\$1,915.86	
EFT TRANSACTIONS				-	
				\$295,538.92	\$167,465.24
CHEQUES				-\$18,918.21	\$68.80
SUPER PAYMENTS				-\$10,864.43	
PAYROLL PAYMENTS				\$96,003.81	
TOTAL				-	
				\$231,233.61	\$167,534.04

10.3 MINUTES TO BE RECEIVED

10.3.1 MINUTES FROM COMMITTEE MEETINGS TO BE RECEIVED

Date:	18 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	
Disclosure of Interest:	Nil
Author:	Andrea Selvey, CEO
Attachments:	20. Wheatbelt Heritage Rail Committee Meeting (Unconfirmed), 4 th April 2017 21. Bush Fire Advisory Committee Meeting (Unconfirmed), 5 th April 2017 22. Finance Committee Meeting (Unconfirmed), 18 th April 2017

Summary

The report formally presents the minutes of Advisory Groups and Committees of Council from the previous month.

Background

The Shire has established the following Committees of Council:

- Audit Committee;
- Finance Committee;
- Local Emergency Management Committee;
- Bush Fire Advisory Committee;
- Wheatbelt Heritage Rail Committee;

The above Committees do not have any delegated authority; therefore any recommendations requiring a Council decision that result from a Committee meeting must be brought before Council. This will be done via agenda items to Council.

(NB: The list above excludes those Committees that are external to the Shire, i.e. established and managed by an external group, on which the Shire has nominated representatives. Council representatives from the external committees will report back to Council verbally at the next available Council meeting. Should a decision of Council be required, an agenda item will be prepared for Council.)

Comment

The attached minutes are the unconfirmed minutes of the meetings of Committees of Council held in the previous month.

Consultation

N/A

Financial Implications

The Officer's recommendation for Council to receive the minutes of Committee meetings carries no financial commitment for Council. Should any recommendation require a financial commitment or have any implication outside the CEO's delegated authority, the matter will be referred to Council as a specific agenda item.

Risk Implications

Nil

Policy Implications

Nil

Statutory Implications

Administration regulation 11 sets out the content that the minutes of council or committee meetings must contain, including:

- the names of members present at the meeting;
- details of each motion moved, the mover and the outcome of the motion;
- details of each decision made at the meeting; and
- written reasons for each decision made at a meeting that is significantly different from the committee's or council employee's recommendation.

Section 5.22(2) and (3) of the Act requires that the minutes of a council or committee meeting are to go to the next meeting of the council or committee for confirmation and signing by the person presiding to certify the confirmation.

Strategic Implications

The Strategic Community Plan

Objective 4.2 - Strong leadership and governance

Voting Requirements

Simple majority

OFFICER RECOMMENDATION – ITEM 10.3.1

THAT COUNCIL BY SIMPLE MAJORITY PURSUANT TO SECTION 3.18 OF THE LOCAL GOVERNMENT ACT 1995 RESOLVES TO:

1. RECEIVE THE MINUTES OF THE:

- a. WHEATBELT HERITAGE RAIL COMMITTEE MEETING (UNCONFIRMED), 4TH APRIL 2017;***
- b. BUSH FIRE ADVISORY COMMITTEE MEETING (UNCONFIRMED), 5TH APRIL 2017;***
AND
- c. FINANCE COMMITTEE MEETING (UNCONFIRMED), 18TH APRIL 2017.***

11. NEW BUSINESS OF AN URGENT NATURE

12. ELECTED MEMBERS MOTIONS

13. CONFIDENTIAL ITEMS

14. CLOSURE OF MEETING

ORDINARY COUNCIL MEETING ATTACHMENTS

Tuesday
26 April 2017
3.00pm



ATTACHMENTS

- 10.1.2
 - 1. Delegations Register 2015
 - 2. Delegations Register 2017
- 10.1.3
 - 3. Budget Review Report March 2017
- 10.1.4
 - 4. AROC MoU
- 10.1.5
 - 5. Letter from Dowerin Community Childcare Inc
- 10.1.6
 - 6. MoU Dowerin District Museum
- 10.1.7
 - 7. Correspondence from Mr Keith Lethbridge
- 10.1.8
 - 8. Copy of Action Plan from Fin Management Review & Probity Audit
- 10.1.9
 - 9. Code of Conduct April 2017
- 10.1.10
 - 10. Use of Shire Property By Employees
- 10.1.11
 - 11. Safety Bonus Scheme Policy
- 10.1.12
 - 12. Road Network Supplies From Landowners in Exchange for Work
- 10.1.14
 - 13. Siding Connection Agreement
 - 14. Track Access Agreement
- 10.1.15
 - 15. Location Map
 - 16. Site Plan
 - 17. Floor & Electrical Plan
 - 18. Elevations & Sections
- 10.2.1
 - 19. March 2017 Monthly Financial Report
- 10.3.1
 - 20. WHR Committee Minutes 4th April 2017 – Unconfirmed
 - 21. Bush Fire Advisory AGM Minutes 5th April 2017 – Unconfirmed
 - 22. Finance Committee Minutes 18th April 2017 - Unconfirmed

10.2.2 SHIRE OF DOWERIN – REVIEW OF DELEGATIONS REGISTER

Date: 12 August 2015
Applicant: CEO
Location: N/A
File Ref: ADM0243
Disclosure of Interest: Nil
Author: Dacre Alcock

Summary

That Council reviews and adopts the Delegation Register tabled as “Shire of Dowerin – Delegation Register – Reviewed by Council 18 August 2015” (Refer Attachment)

Background

The Local Government Act 1995 requires Councils to review the delegations to the Chief Executive Officer at least once annually. Council’s Delegation Register was last reviewed as a whole and adopted in October 2014.

Comment

Council may delegate the exercise of any of its powers or the discharge of any of its duties to the Chief Executive Officer other than;

- Any power or duty that requires a decision of an absolute majority,
- Accepting a tender which exceeds an amount determined by Council,
- Appointing an auditor
- Acquiring or disposing of any property valued at an amount exceeding an amount determined by Council
- Any of the local government powers under section 5.98, 5.99 & 5.100
- Borrowing money on behalf of Council
- Hearing or determining an objection of a kind referred to in section 9.5
- Any power or duty that requires approval of the Minister of Governor, or
- Such powers or duties as may be prescribed

The Chief Executive Officer may delegate to any employees the exercise of any of the CEO’s powers or the discharge of any of the CEO duties other than the power of delegation. Such delegation, where implemented, has been detailed in the Delegation Register.

In reviewing the document, the only recommended change has been to Delegation 006 – has been changed to reflect that online payments can be carried out by the Chief Executive Officer

Financial Implications

Nil.

Statutory Implications

Local Government Act 1995

s5.42. Delegation of some powers and duties to CEO

(1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

* Absolute majority required.

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation

Consultation

Nil.

Policy Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 9.2.3

(2445) Moved: SV Brookes Seconded: TA Jones Carried: 7/0

THAT COUNCIL ADOPTS ITS DELEGATIONS MADE TO THE CHIEF EXECUTIVE OFFICER WITH THE CHANGES MADE TO THE DELEGATION REGISTER TABLED “SHIRE OF DOWERIN – DELEGATION REGISTER – REVIEWED 18 AUGUST 2015”.

Shire of Dowerin



DELEGATION

REGISTER

Reviewed by Council

18 August 2015

Shire of Dowerin DELEGATIONS

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Shire of Dowerin DELEGATIONS

POWERS OF DELEGATION – LOCAL GOVERNMENT ACT 1995

Delegation of some powers and duties to certain committees

- s. 5.16 (1) Absolute majority to delegate, cannot delegate power of delegation.
 (2) To be in writing and may be general or conditional.
 (3) Can be for a period of time or indefinite.
 (4) Doesn't prevent Council acting through another.
- s. 5.17 Limits on delegation to committees:
- s. 5.18 Register of Delegations to committees.

Delegation of some powers and duties to Chief Executive Officer

- s.5.42 (1) Absolute majority to delegate.
 (2) To be in writing and may be general or conditional.
- s.5.43 Limits on delegations to Chief Executive Officer.
- s. 5.44 Chief Executive Officer may delegate to others, but not the power of delegation.
- s. 5.45 (1) (i) Can be for a period of time or indefinite.
 (ii) Absolute majority required to amend or revoke.
 (2) Doesn't prevent Council or Chief Executive Officer acting through another.
- s. 5.46 (1)&(2) Register of Delegations to be kept and reviewed annually.
 (3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise or the discharge of the duty.

Admin. Regulation 19

Where a power or duty has been delegated under the Act to the Chief Executive Officer or to any other local government employee, the person to whom the power or duty had been delegated is to keep a written record –

- How the person exercised the power or discharged the duty,
- When the person exercised the power or discharged the duty,
- The persons or classes of persons, other than council or committee members or employees or the local government, directly affected by the exercise of the power or the discharge of the duty

Shire of Dowerin DELEGATIONS

DELEGATIONS

DELEGATION NUMBER	-	001 Acting CEO
LEGISLATIVE POWER	-	Local Government Act (1995) Section 5.42
DELEGATION SUBJECT	-	Acting Chief Executive Officer
DELEGATE	-	Chief Executive Officer

That in the absence of the Chief Executive Officer, Mr Dacre Alcock through leave of greater than 2 days duration, the Works Manager, Mr Steven Geerdink or the Finance Manager, Ms Sonia Dwaal be delegated to undertake the position of Acting Chief Executive Officer.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	002 Industrial Relations
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Disputes, Arbitration and Industrial
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to provide the Fitz Gerald Strategies with consent to act on the Council's behalf in any matter regarding disputes with employees of Council.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	003 Legal Representation Cost Indemnification
LEGISLATIVE POWER	-	Local Government Act 1995
DELEGATION SUBJECT	-	Legal representation cost Indemnification
DELEGATE	-	Chief Executive Officer

That the Chief Executive Officer, Mr Dacre Alcock be delegated authority in accordance with section 5.42(1) of the Local Government Act (as amended) to, where there is a need for the provision of urgent legal services before an application can be considered by Council, authorise the Chief Executive Officer to engage such services with a suitable legal firm as selected by the Chief Executive Officer in consultation with the Shire President to the value of \$5,000 subject to the terms and conditions of Council's policy titled "Shire of Dowerin Policy on Legal Representation Costs Indemnification".

**Shire of Dowerin
DELEGATIONS**

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	004 Liquor – Sale from Council Property
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Liquor, Sale from Council Property
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to approve applications for the sale of liquor from property under the care, control and management of the Council and to approve applications to consume liquor on property under the care, control and management of Council.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	005 Conferences, Seminars & Training Courses
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Conferences, Seminars & Training Courses
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to approve the attendance by Council staff at conferences, seminars and training courses where attendance will enhance the professional development of the officer, provide benefits to the Council and is relevant to the duties and responsibilities of the officer.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	006 Payment of Creditors
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Creditors, Payment of
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to make payments from the Municipal Fund or the Trust Fund for the purpose of making emergency payments to creditors who maintain credit terms of less than 30 days e.g. payroll creditors, contractors or refunds. Each payment from the Municipal Fund or the Trust Fund is to be noted on a list compiled for each month showing -

Shire of Dowerin DELEGATIONS

- a) The payee's name
- b) The amount of the payment
- c) The date of the payment
- d) Sufficient information to identify the transaction.

The list referred to above is to be presented to the Council at the next ordinary meeting of the Council following the preparation of the list is to be recorded in the minutes of the meeting at which it is presented.

The Chief Executive Officer in exercising this delegation is to ensure that each cheque/payment is endorsed by the Chief Executive Officer and Finance Manager or Works Manager or the Chief Executive Office and one Councillor or the Finance Manager or Works Manager and one Councillor, what ever the case may be.

The Chief Executive Officer, Finance Manager, Works Manager and Rates Officer be authorised to access on-line banking facility and authorise electronic transfer of funds. The transaction report details for all payments by electronic funds transfer to be presented to Council for ratification.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	007 Rate Book
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Rate Book
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is hereby delegated the performance of the following functions of the Council.

1. The discharge of the obligations specified in Section 6.39(1) of the Local Government Act 1995.
2. The service of Notices of Valuation and Rates referred to in Section 6.41(1) of the Local Government Act 1995 (as amended).
3. The time allowed for the payment of the rate before it becomes in arrears 6.50(2) of the Local Government Act 1995.
4. The powers conferred in Section 6.40 of the Local Government Act 1995.
5. The exercise of discretion in regard to granting of any extension of time for service of objections to the Rate Book 6.76(4) of the Local Government Act 1995.

Shire of Dowerin DELEGATIONS

6. The recovery of rates by complaint or action pursuant to the provisions of 6.56(1) of the Local Government Act 1995.
7. Entering into an agreement in accordance with 6.49 of the Local Government Act 1995.
8. Requiring a lessee to pay rent to the Council in satisfaction of rates or service charges due and payable in accordance with 6.60(2) of the Local Government Act 1995.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	008 Street Appeals
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Street Appeals
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to determine all applications for street appeals. The Chief Executive Officer shall have regard to any Council Policy relating to street appeals.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	009 Insurance Claims
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Insurance - Public Liability Claims
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to consider claims against Council for property damage that do not exceed the insurance policy excess levels, and to accept or deny liability on behalf of Council, in consultation with Council's insurers.

In cases where liability is accepted, payment may only be made up to the value of Council's relevant insurance excess amount and then only upon receipt of a release form.

Reviewed at Council Meeting
18 August 2015

**Shire of Dowerin
DELEGATIONS**

DELEGATION NUMBER	-	010 Regulatory Signs
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Regulatory Signs ie Stop, Give-Way, Speed etc
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to make applications to the Main Roads WA for the installation of regulatory signs and markings at such places as the Chief Executive Officer considers warranted.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	011 Temporary Road Closures
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Road Closures, Temporary
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority (Executive Function s.3.18) to temporarily close a street or a portion of a street for a period not exceeding 28 days if he is of the opinion that by reason of heavy rain a street is likely to be damaged by the passage of traffic generally or traffic of any particular class.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	012 Disposal of Surplus Assets
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Disposal of Surplus Equipment, Materials, Tools etc.
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to sell, by calling for expressions of interest, holding a surplus goods sale at Council's Depot or by any other fair means, items of surplus equipment, materials, tools, etc which are no longer required, or are outmoded, or are no longer serviceable. This delegation applies only to items with an estimated value less than \$5,000.

Reviewed at Council Meeting
18 August 2015

Shire of Dowerin DELEGATIONS

DELEGATION NUMBER	-	013 Demolition Licences
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LEGISLATIVE POWER	-	Building Act 2011 Sections 21 and 22
DELEGATION SUBJECT	-	Demolition Licences
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to approve the issue of a demolition licence to take down a building or a part of a building and such licence may be subject to such conditions as the Chief Executive Officer considers necessary for the safe and proper execution of the work.

The Chief Executive Officer, in exercising authority under Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Environmental Health and Building Office, Mr Linton Thomas.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	014 Building Applications
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LEGISLATIVE POWER	-	Building Act 2011, Sections 20 and 22
DELEGATION SUBJECT	-	Building, Applications
DELEGATE	-	Environmental Health and Building Officer

That, in accordance with the Building Act 2011, Council's Environmental Health/Building Officer, Mr Linton Thomas. is the delegated authority to approve all applications for building licences within the terms of Council policies where satisfied that the drawings and specifications conform to the local laws, regulations and town planning scheme requirements.

A summary of building licences issued is to be submitted to Council monthly.

Adopted at Council Meeting
18 August 2015

DELEGATION NUMBER	-	015 Appoint Authorised Persons
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LEGISLATION POWER	-	Building Act 2011, Section 96
DELEGATION SUBJECT	-	Appoint Authorised Persons
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated to appoint authorised persons for the purposes of the Building Act 2011.

Shire of Dowerin DELEGATIONS

The chief Executive Officer, in exercising authority under Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Environmental Health and Building Officer, Mr Linton Thomas.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	016 Authority to Issue Building Orders
LEGISLATIVE POWER	-	Building Act 2011, Section 110
DELEGATION SUBJECT	-	Authority to Issue Building Orders
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is the delegated authority to;

- a) Stop work, demolish/remove a building, alter a building or evacuate a building, where there is a contravention of a provision of the Building Act 2011.
- b) Take specific action to prevent the contraventions of the Building Act 2011; and
- c) Finish and outward facing side of a wall; building which are considered as being unsafe or not fit for human habitation.

The Chief Executive Officer, in exercising authority under Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Environmental Health and Building Officer, Mr Linton Thomas.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	017 Authority to Commence Prosecution
LEGISLATION POWER	-	Building Act 2011, section 139
DELEGATION SUBJECT	-	Authority to Commence Prosecution
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated to commence prosecution for breaches of the Building Act 2011.

The Chief Executive Officer, in exercising authority under Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Environmental Health and Building Officer, Mr Linton Thomas.

Reviewed at Council Meeting
18 August 2015

**Shire of Dowerin
DELEGATIONS**

DELEGATION NUMBER	018 Authority to Grant, Modify or Refuse to Grant Occupancy Permits or Building Approval Certificates.
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LEGISLATIVE POWER	-	Building Act 2011, Section 50 and 58
DELEGATION SUBJECT	-	Occupancy Permits or Building Approval Certificates
DELEGATE	-	Chief Executive Officer

That the Chief Executive Officer, Mr Dacre Alcock be delegated the power to grant, modify or refuse to grant occupancy permits or building approval certificates.

The Chief Executive Officer, in exercising authority under the Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Manager, Environmental Health Services, Mr Linton Thomas.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	019 Deposit materials and excavate
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LEGISLATIVE POWER	-	Local Government Act 1995
DELEGATION SUBJECT	-	Licence to deposit materials and excavate adjacent to a Street
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated the authority to issue licences to deposit materials on a street, way or other public place and to excavate on land abutting or adjoining a street, way or other public place pursuant to the Local Government Act 1995. The Chief Executive Officer should first obtain confirmation from the Environmental Health and Building Officer, Mr Linton Thomas. and the Works Manager, Mr Steven Geerdink that the proposed activity will not create undue interference with the operation of the street, way or public place.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	020 Events on Roads
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LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Events on Roads
DELEGATE	-	Chief Executive Officer

Shire of Dowerin DELEGATIONS

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to determine application for the Temporary closure of roads for the purpose of conducting events in accordance with the Road Traffic (Events on Roads) Regulation 1991. The Chief Executive Officer shall have regard to Section 3.50 of the Local Government Act 1995.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	021 Enforcement and Legal Proceedings
LEGISLATIVE POWER	-	Local Government Act 1995 (Section 5.42)
DELEGATION SUBJECT	-	Enforcement and Legal Proceedings
DELEGATE	-	Chief Executive Officer

The Chief Executive Officer, Mr Dacre Alcock is delegated authority to appoint persons to initiate prosecutions on behalf of Council under the Local Government Act 1995 and Council's Local Laws. Further, the Chief Executive Officer is delegated authority to appoint persons or classes of persons to be authorised for the purposes of performing particular functions as specified by the Chief Executive Officer. The appointments being those referred to in Section 9.10 of the Local Government Act 1995.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	022 Firebreak Order Variation
LEGISLATIVE POWER	-	Bush Fires Act
DELEGATION SUBJECT	-	Firebreak Order, Variation to
DELEGATE	-	Chief Executive Officer

That pursuant to the provisions of Council's Firebreak Order, the Chief Executive Officer, Mr Dacre Alcock is delegated authority to approve or refuse applications to provide firebreaks in alternative positions and to approve or refuse applications to take alternative action to abate fire hazards.

The Chief Executive Officer, in exercising this authority under Section 5.44 of the Local Government Act 1995, has delegated this power/duty to the Chief Bush Fire Control Officer.

Reviewed at Council Meeting
18 August 2015

DELEGATION NUMBER	-	023 Roadside Burning
LEGISLATIVE POWER	-	Bush Fires Act
DELEGATION SUBJECT	-	Burning of Roadsides
DELEGATE	-	Chief Executive Officer



DELEGATIONS REGISTER

POWERS OF DELEGATION – LOCAL GOVERNMENT ACT 1995

DELEGATION OF SOME POWERS AND DUTIES TO CERTAIN COMMITTEES

Local Government Act 1995 – Section 5.16

5.16. Delegation of some powers and duties to certain committees

- (1) *Under and subject to section 5.17, a local government may delegate* to a committee any of its powers and duties other than this power of delegation.
* Absolute majority required.*
- (2) *A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.*
- (3) *Without limiting the application of sections 58 and 59 of the Interpretation Act 1984 —
(a) a delegation made under this section has effect for the period of time specified in the delegation or if no period has been specified, indefinitely; and
(b) any decision to amend or revoke a delegation under this section is to be by an absolute majority.*
- (4) *Nothing in this section is to be read as preventing a local government from performing any of its functions by acting through another person.*

5.17. Limits on delegation of powers and duties to certain committees

(1) A local government can delegate —

- (a) to a committee comprising council members only, any of the council's powers or duties under this Act except —
(i) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government; and
(ii) any other power or duty that is prescribed; and*
- (b) to a committee comprising council members and employees, any of the local government's powers or duties that can be delegated to the CEO under Division 4; and*
- (c) to a committee referred to in section 5.9(2)(c), (d) or (e), any of the local government's powers or duties that are necessary or convenient for the proper management of —
(i) the local government's property; or
(ii) an event in which the local government is involved.*

(2) A local government cannot delegate any of its powers or duties to a committee referred to in section 5.9(2)(f).

5.18. Register of delegations to committees

A local government is to keep a register of the delegations made under this Division and review the delegations at least once every financial year.

DELEGATION OF SOME POWERS AND DUTIES TO CHIEF EXECUTIVE OFFICER

Local Government Act 1995 – Section 5.42

(1) A local government may delegate to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in Section 5.43 and this power of delegation.*

** Absolute majority required.*

(2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

It is important to note that not all delegations in this Register are delegations made under the *Local Government Act 1995*. Although the *Local Government Act 1995* allows delegation only to the Chief Executive Officer, other Acts allow delegations to be made direct to other employees, eg Health Act, Dog Act. In some instances other Acts do not give the authority for the person delegated the power to sub-delegate. In these instances if the delegation is made to the CEO, the CEO could not sub-delegate. This Register attempts to ensure delegations are made to the employee whose task it is to enforce the Act concerned.

LIMITS ON DELEGATIONS TO CHIEF EXECUTIVE OFFICERS

Local Government Act 1995 – Section 5.43

A local government cannot delegate to a CEO any of the following powers or duties:-

- (a) any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;*
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;*
- (c) appointing an auditor;*

- (d) *acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;*
- (e) *any of the local government's powers under section 5.98, 5.99 or 5.100;*
- (f) *borrowing money on behalf of the local government;*
- (g) *hearing or determining an objection of a kind referred to in section 9.5;*
- (h) *any power or duty that requires the approval of the Minister or the Governor; or*
- (i) *such other powers or duties as may be prescribed.*

CHIEF EXECUTIVE OFFICER MAY DELEGATE POWERS AND DUTIES TO OTHER EMPLOYEES

Local Government Act 1995 – Section 5.44

- (1) *A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under this Act other than this power of delegation.*
- (2) *A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.*

ACTING THROUGH ANOTHER PERSON

Local Government Act 1995 – Section 5.45 (2)

Nothing in this Division (Division 4 – Local Government Employees) is to be read as preventing –

- (a) *a local government from performing any of its functions by acting through a person other than the CEO; or*
- (b) *a CEO from performing any of his or her functions by acting through another person.*

The key difference between a delegation and "acting through" is that a delegate exercises the delegated decision making function in his or her own right. The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the "acting through" concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.

The functions of a local government are spelt out in Section 3.1, "General Function" and Division 2 and Division 3 of Part 3 of the *Local Government Act 1995*.

The functions of the CEO are set out in Section 5.41 of the *Local Government Act 1995*. The CEO can act through another person by giving instructions to that person to undertake one or more of those functions.

Acting Through Example:

Function of the CEO - S5.41 (g) of the Local Government Act

CEO includes in the job description of the Deputy Chief Executive Officer that he or she shall:

“Review the performance of each employee under his/her supervision who is employed for a term of more than one year at least once in relation to every year of the employment”.

Records Management: Ensure that evidentiary documents that meet the requirements of Local Government (Administration) Regulations 1996 reg.19. Delegate to keep certain records (Act s5.46(3)), are retained in the record keeping system.

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PART 1 - ADMINISTRATION

1.1 Appointment of Authorised Persons	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995:</i> s. 9.10(1) Appointment of Authorised Persons; s. 3.24 Authorising persons under this subdivision (Part 3, Division 3, Subdivision 2 – Certain provisions about land)
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<p>The Chief Executive Officer is delegated the authority to appoint and authorise persons to exercise the powers and duties of an authorised person as set out in the Local Government Act 1995 –</p> <ul style="list-style-type: none"> • Section 3.25 – Notices requiring certain things to be done by owner or occupier of land; • Section 3.31 – Power to enter property; • Sections 3.39 – 3.48 – Power to remove, impound and dispose; • Section 9.10 – Power to appoint authorised persons to perform particular functions; • Section 9.11 – Persons committing breach of Act to give name, address and date of birth; • Section 9.13 – Onus of proof in vehicle offences; • Section 9.16 – Issue infringement notices; • Section 9.24 – Commencing prosecutions. <p>To appoint and authorise persons to exercise the powers and duties of an authorised person under the Shire's Local Laws.</p>
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	The CEO is to be satisfied that any person the subject of an authorisation appointment is appropriately trained and, where necessary, qualified.
Record Keeping:	
Version Control:	
1.	

1.2 Payments from Municipal, Reserve And Trust Funds	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995, s. 6.7(2) & 6.9(2) & (3) Local Government (Financial Management) Regulations 1996, r. 12(1)(a) & 13.</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Make payments from the Shire Municipal, Reserve and Trust Funds for purposes duly authorised by the <i>Local Government Act 1995</i> and for which provision has been made in the Council budget.
Conditions:	Payments must be made in accordance with Council's Purchasing Policy and Council approved budget for the financial year.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Make payments from the: <ul style="list-style-type: none"> • Municipal Fund by two (2) authorised signatories. • Trust Fund by two (2) authorised signatories. • Reserve Fund by two (2) authorised signatories
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	All payments are reported to Council in the monthly statements of accounts paid under delegation.
Version Control:	
1.	

1.3 Property Disposal	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	Local Government Act 1995 – s3.58 <i>Local Government (Functions and General) Regulations 1996</i> , r. 30 ‘Exemptions’
Delegation to:	Chief Executive Officer
Function:	Authority to dispose of property that is surplus to the requirements of the Local Government: (1) at public auction; (2) by public tender; or (3) by private treaty; in accordance with the provisions of Section 3.58 unless exempt under regulation 30 of the <i>Local Government (Functions and General) Regulations 1996</i>
Conditions:	Any disposal is to be recorded and reported to Council in the Monthly Financial Statement. “Property” includes the whole or any part of the interest of a local government in property, but does not include money.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO’s Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	All disposals are reported to Council in the monthly statements of accounts paid under delegation.
Version Control:	
1.	

1.4 Minor Contract Variation	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	Local Government Act 1995 – s9.49B
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Make, vary or discharge all written contracts and agreements.
Conditions:	New contracts/agreements and variations to existing contracts/agreements • Less than \$20,000 – no conditions. • \$20,000 - \$99,999.99 – written evaluation must be conducted of new or varied contracts prior to signing. • Over \$100,000 and over (\$250,000 for period supply contracts) – Council to approve new contracts or variations to existing contracts where the total contract value (including any varied amounts) exceeds \$150,000 (\$250,000 for period supply contracts). Any contract variation is to be recorded and reported to Council in the Monthly Financial Statement.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	Any contract variation is to be recorded and reported to Council in the Monthly Financial Statement.
Version Control:	
1.	

1.5 Inviting Tenders for Providing Goods and Services and Determining the Criteria for Assessing Tenders	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995</i> S. 3.57, s. 3.47 <i>Local Government (Functions and General) Regulations 1996:</i> Reg 11, 13, 14(2a) and (5), 18(2), (4), (4a), (5), (6) and (7), 20, 21, 23
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to determine: <ul style="list-style-type: none"> • to call tenders [F&G Reg 11]; • to call tenders for the disposal of impounded goods in accordance with section 3.58 [s.3.47]; • to invite tenders though not required to do so [F&G Reg 13]; • the criteria for accepted tenders [F&G Reg 14(2a)]; • to vary tender information after public notice of invitation to tender and before the close of tenders [F&G Reg.14(5)]; • seek clarification from tenderers in relation to information contained in their tender submission [F&G Reg.18(4a)]; • to evaluate tenders and decide which is the most advantageous [F&G Reg.18(4)]; • to accept or reject tenders [F&G Reg18(2) and (4)]; • to decline any tender [F&G Reg.18(5)]; • to accept another tender where within 6-months of either accepting a tender a contract has not been entered into OR the successful tenderer agrees to terminate the contract [F&G Reg.18 (6) and (7)]; • minor variations before entering into a contract [F&G Reg 20]; • when to seek Expressions of Interest and to invite Expressions of Interest to supply goods or services [F&G Reg 21]; • consider Expressions of Interest which have not been rejected and determine those which are capable of satisfactorily providing the goods or services, for listing as acceptable tenderers [Reg.23].

Conditions:	<p>This delegation applies to the procurement of goods and services that have been considered by Council and included in the Shire's annual budget.</p> <p>The invitation will be in accordance with legislative requirements and subject to Council's Purchasing Policy.</p> <p>All tenders and tender evaluation reports will be formally presented to Council for final determination on awarding the tender.</p>
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	All purchases are reported to Council in the monthly statements of Accounts paid under delegation.
Version Control:	
1.	

1.6 Certain Things to be Done in Respect of Land	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995</i> s. 3.25(1)
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer be delegated authority to exercise the powers under section 3.25(1) of the <i>Local Government Act 1995</i> .
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Manager Assets and Works
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	
Version Control:	
1.	

1.7 Additional powers when notice is given to the owner or occupier of land under s. 3.25	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995</i> s. 3.26(2)
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority is given to the CEO to do anything necessary to achieve the purpose for which a notice has been given.
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	
Version Control:	
1.	

1.8 Powers of Entry	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995</i> s. 3.34(1)
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer is delegated authority to exercise all of the powers and duties of the local government in respect to the powers of entry upon land as contained in Section 3.28 to 3.36 inclusive of the <i>Local Government Act 1995</i> .
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Manager Assets and Works Shire Ranger
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	
Version Control:	
1.	

1.9 Administer the Shire's Local Laws	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	Shire of Dowerin Local Laws
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to administer the Shire's local laws and to do all other things that are necessary or convenient to be done for, or in connection with, performing the functions of the Shire under the Shire's local laws.
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Manager Assets and Works Shire Ranger
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	
Version Control:	
1.	

1.10 Use of the Shire Logo	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer has delegated authority to grant approvals to external organisations in regard to use of the Shire of Dowerin logo.
Conditions:	All use to have a positive reflection on the Shire.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Coordinator Community and Economic Development; and Coordinator Governance and Organisational Development
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	A register of all organisations with approval to use the Shire logo is maintained.
Version Control:	
1.	

PART 2 - FINANCE

2.1 Rates	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995</i> s. 6.39(2), s. 6.49, s. 6.50(1) & (2), s. 6.56(1), s. 6.60(2), s. 6.60(4), s. 6.64, and s. 6.76(4), (5), (6).
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer is hereby delegated authority to: <ol style="list-style-type: none"> 1. Amend the rate record as specified in s. 6.39(2). 2. Enter into an agreement with a person for the payment of rates or service charges in accordance with s. 6.49. 3. Determine the date on which rates or service charges become due and payable under s. 6.50(1) & (2). 4. Recover a rate or service, as well as the costs of proceedings, where it remains unpaid after it becomes due under s. 6.56(1). 5. Grant an extension of time for a person to make an objection to the rate record under s. 6.76(4). 6. Consider an objection to a rate record, either allowing or disallowing it, wholly or in part. In accordance with s. 6.76(5), and to serve notice of the decision and a statement of reasons for the decision upon the person lodging the objection in accordance with s. 6.76(6). 7. Give notice to a lessee of land in respect of which there is an unpaid rate or service charge to require the lessee to pay the rent to the local government in accordance with s. 6.60(2). 8. Recover the amount of the rate or service charge as a debt from the lessee if the rent is not paid in accordance with the notice (s. 6.60(4)) 9. Commence proceedings under s. 6.64 to recover rates owing to the Shire.
Conditions:	Develop a Debt Recovery Policy for Council to consider.

Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Manager Finance and Corporate Services
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	Ensure full record of each decision is lodged on the Shire Rates Database in Synergy.
Version Control:	
1.	

2.2 Investment of Surplus Funds	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995 – s. 6.14(1)</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer is delegated authority to invest funds held in the municipal fund or the trust fund of the local government that is not, for the time being, required by the local government for any other purpose, in accordance with Part III of the <i>Trustees Act 1962</i> .
Conditions:	All investments are to be reported to the Finance Committee and to Council.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Manager Finance and Corporate Services
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	
Version Control:	
1.	

2.3 Community Funding	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995 – s. 6.7(2)</i> <i>Local Government (Financial Management) Regulations reg. 12(1)(a)</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer is delegated the authority to approve community funding subject to the annual Budget to a maximum value of \$100 per application.
Conditions:	Subject to budgetary availability. The total of any cash donations made under this delegated authority in any one year shall not exceed the amount provided for that purpose in Council's Budget without formal Council approval.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	All donations are reported to Council in the monthly statements of accounts paid under delegation.
Version Control:	
1.	

2.4 Write-Off of Money Owing	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Power / Duty Delegated:	<i>Local Government Act 1995 – s6.12(1)(b) & (c)</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	The Chief Executive Officer is delegated the authority to waive or grant concessions in relation to any amount of money or write off any amount of money (except rates and service charges) that is owed to the Shire to a maximum of \$200.00.
Conditions:	This delegation does not apply to waiving or granting concessions on any amount of money owing in respect of rates and service charges. The maximum amount \$200 for any one debt.
Power of Sub-Delegation:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees
CEO's Sub-Delegation to:	Nil.
Sub-Delegation Conditions:	Nil.
Record Keeping:	
Version Control:	
1.	

PART 3 - ENGINEERING

3.1 Temporary Road Closure	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995 – section 5.42</i>
Power / Duty Delegated:	<i>Local Government Act 1995</i> Section 3.50 Closing certain thoroughfares to vehicles; Section 3.50A Partial closure of thoroughfares for repairs or maintenance; Section.3.51 Affected owners to be notified of certain proposals.
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority is granted to – <ul style="list-style-type: none"> • To close a thoroughfare managed by the Shire (wholly or partially) to vehicles for a period of less than 4-weeks, after giving local public notice of the intention to do so (s. 3.50(1)). • To close a thoroughfare managed by the Shire (wholly or partially) to vehicles for a period of more than 4-weeks, after giving local public notice of the intention to do so and allowing submissions to be made and considered in accordance with s3.50(4) and (5) (s. 3.50(1a)). • To partially and temporarily close a thoroughfare for repairs or maintenance without giving local public notice if it is unlikely to have an adverse impact on users of the thoroughfare (s. 3.50A).
Conditions:	Nil
Power of Sub-Delegation:	<i>Local Government Act 1995</i> Section 5.44 CEO may delegate some powers and duties to other employees.
CEO's Sub-Delegation to:	Assets and Works Manager

Sub-Delegation Conditions:		Nil
Record Keeping:		
Version Control:		
1.		

3.2 Temporary Closure of Thoroughfares Events	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Local Government Act 1995 – s.5.42</i>
Power / Duty Delegated:	<i>Local Government Act 1995 – s.3.50</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to determine applications for the temporary closure of roads for the purpose of conducting events in accordance with the <i>Road Traffic (Events on Roads) Regulations 1991</i> .
Conditions:	The Chief Executive Officer shall have regard to s.3.50 of the <i>Local Government Act 1995</i> .
Power of Sub-Delegation:	<i>Local Government Act 1995</i> <i>Section 5.44 CEO may delegate some powers and duties to other employees.</i>
CEO's Sub-Delegation to:	Assets and Works Manager
Sub-Delegation Conditions:	Conditions on the original delegation also apply to the sub-delegations.
Record Keeping:	
Version Control:	
1.	

PART 4 – BUILDING, HEALTH AND ENVIRONMENT

4.1 Grant of Building Permit	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Building Act 2011:Section 127 Delegation: special permit authorities and local governments</i>
Power / Duty Delegated:	<i>Building Act 2011:</i> Section 20 Grant of Building Permit Section 27 (1) and (3) Impose Conditions on Permit
Delegation to:	Chief Executive Officer; and Building Surveyor
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ul style="list-style-type: none"> • grant a building permit (s.20(1)). • refuse a building permit (s.20(2)). • impose, vary or revoke conditions on a building permit (s.27(1)and (3)).
Conditions:	Nil.
Power of Sub-Delegation:	<i>Building Act 2011:</i> Section 127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.2 Grant of Demolition Permit	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Building Act 2011:</i> <i>Section 127 Delegation: special permit authorities and local governments</i>
Power / Duty Delegated:	<i>Building Act 2011:</i> Section 21 Grant of Demolition Permit Section 27 (1) and (3) Impose Conditions on Permit
Delegation to:	Chief Executive Officer; and Building Surveyor
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ul style="list-style-type: none"> • grant a demolition permit (s.21(1)). • refuse a demolition permit (s.21(2)). • impose, vary or revoke conditions on a demolition permit (s.27(1) and (3)).
Conditions:	Nil.
Power of Sub-Delegation:	<i>Building Act 2011:</i> Section 127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.3 Grant Occupancy Permit and Building Approval Certificate	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Building Act 2011:</i> <i>Section 127 Delegation: special permit authorities and local governments</i>
Power / Duty Delegated:	<i>Building Act 2011:</i> Section 58 Grant of Occupancy Permit, Building Approval Certificate Section 62(1) and (3) Conditions Imposed by Permit Authority Section 65(4) Extension of Period of Duration
Delegation to:	Chief Executive Officer; and Building Surveyor
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ul style="list-style-type: none"> • grant or modify or refuse an occupancy permit or building approval certificate (s58). • impose, add, vary or revoke conditions on an occupancy permit or building approval certificate (s.62(1) and (3)). • extend the period in which an occupancy permit or modification, or building approval certificate has effect (s.65(4)).
Conditions:	Nil.
Power of Sub-Delegation:	<i>Building Act 2011:</i> Section 127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	

Version Control:		
1.		

4.4 Appoint Authorised Persons	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Building Act 2011:</i> <i>Section 127 Delegation: special permit authorities and local governments</i>
Power / Duty Delegated:	<i>Building Act 2011:</i> Section 96(3)
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to appoint authorised persons for the purposes of the <i>Building Act 2011</i> and <i>Building Regulations 2012</i> (s.96(3)).
Conditions:	Nil.
Power of Sub-Delegation:	<i>Building Act 2011:</i> Section 127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.5 Building Orders	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Building Act 2011:</i> <i>Section 127 Delegation: special permit authorities and local governments</i>
Power / Duty Delegated:	Section 110(1), Section 111(1), Section 114, Section 117(1) and (2), Section 118(2) and (3), and section 133(1)
Delegation to:	Chief Executive Officer; and Building Surveyor
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ul style="list-style-type: none"> • make Building Orders in relation to: <ul style="list-style-type: none"> a. building work; b. demolition Work; and/or c. an existing building or incidental structure whether completed before or after commencement day. • Give notice of a proposed building order and consider submissions received in response and determine actions (s.111(1)(c)) • Serve a building order (s. 114); • revoke a Building Order (s.117). • if there is non-compliance with a building order, cause an authorised person to: <ul style="list-style-type: none"> a. take any action specified in the order; or b. commence or complete any work specified in the order; or c. if any specified action was required by the order to cease, to take such steps as are reasonable to cause the action to cease (s.118(2)). • take court action to recover as a debt, reasonable costs and expenses incurred in doing anything in relation to the building order (s.118(3)).

	<ul style="list-style-type: none"> initiate a prosecution pursuant to section 133(1) for non-compliance with a Building Order made pursuant to section 110.
Conditions:	Nil
Power of Sub-Delegation:	<i>Building Act 2011:</i> Section 127(6A) Delegation: special permit authorities and local governments (powers of sub-delegation limited to CEO)
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.6 Food Act 2008 - Prohibition Orders	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Food Act 2008 - Section 118(2)(b)</i>
Power / Duty Delegated:	<i>Food Act 2008:</i> Section 65(1) Prohibition Order Section 66 Certificate of Clearance Section 67(4) Request for Re-Inspection
Delegation to:	Chief Executive Officer; and Principal Environmental Health Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Grants authority to: <ul style="list-style-type: none"> • Serve a Prohibition Order on the proprietor of a food business in accordance with s. 65; • Issue a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices (s. 66); • Give written notice to a proprietor of a food business on whom a Prohibition Order has been served of the decision not to give a certificate of clearance after an inspection under section 66 and section 67 of the <i>Food Act 2008</i> (s. 67(4))
Conditions:	Nil
Power of Sub-Delegation:	Nil
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.7 Registration of Food Businesses	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Food Act 2008</i> - Section 118(2)(b)
Power / Duty Delegated:	<i>Food Act 2008</i> Section.110(1) and (5) Registration of food business Section.112 Variation of conditions or cancellation of registration of food businesses.
Delegation to:	Chief Executive Officer Principal Environmental Health Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority is granted to grant, apply conditions, refuse or vary or cancel the registration of food business in accordance with section 110 and section 112 of the <i>Food Act 2008</i> .
Conditions:	Nil
Power of Sub-Delegation:	Nil
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.8 Appoint Authorised Officers	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Food Act 2008</i> – Section 118(2)(b)
Power / Duty Delegated:	<i>Food Act 2008</i> - Section 122(1) Appointment of authorised officers Section 126 – Infringement notices
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Appoint a person to be an authorised officer for the purposes of the <i>Food Act 2008</i> (s. 122(1)). Appoint a person to be a designated officer for the purposes of the <i>Food Act 2008</i> (s. 126(13)).
Conditions:	Nil
Power of Sub-Delegation:	Nil
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.9 Prosecutions	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Food Act 2008 - s118(2)(b)</i>
Power / Duty Delegated:	<i>Food Act 2008 - Section.125 Institution of proceedings</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Grants authority to institute proceedings under s. 125 for an offence under the <i>Food Act 2008</i> .
Conditions:	Nil
Power of Sub-Delegation:	Nil. The <i>Food Regulations 2009</i> do not provide for sub-delegation.
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	
Version Control:	
1.	

4.10 Appointment of Officers	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	Section 21 of the <i>Public Health Act 2016</i> .
Power / Duty Delegated:	<i>Public Health Act 2016</i> – Section 24
Delegation to:	Chief Executive Officer Environmental Health Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	To designate a person or class of persons as authorised officers for the purposes of the <i>Public Health Act 2016</i> ; and To designate a person or class of persons as authorised officers or approved officers for the purposes of Part 2 of the <i>Criminal Procedure Act 2004</i> .
Conditions:	Nil
Power of Sub-Delegation:	Nil
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Nil
Record Keeping:	
Version Control:	
1.	

4.11 Cat Act 2011 - Registration	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Cat Act 2011 - Section 44</i>
Power / Duty Delegated:	<i>Cat Act 2011 – section 9 Registration; section 10 Cancellation of Registration section 13 Notice</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to: <ul style="list-style-type: none"> • Grant or refuse to grant the registration of a cat. • Renew or refuse to renew the registration of a cat. • Require an applicant to provide any document or information required to determine an application for registration. • Refuse to consider an application, where an applicant has not complied with a request for information. • Cancel the registration of a cat. • Give notice of decisions.
Conditions:	Nil
Power of Sub-Delegation:	<i>Cat Act 2011 - s. 45</i>
CEO's Sub-Delegation to:	Shire Ranger
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.12 Cat Act 2011 – Appointment of Authorised Persons	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Cat Act 2011 - Section 44</i>
Power / Duty Delegated:	<i>Cat Act 2011 – section 48</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority is granted to – <ul style="list-style-type: none"> • Appoint persons or classes of persons to be authorised for the purposes of performing particular functions under the Act; • Determine conditions on any authorisation; and • Cancel or vary an authorisation.
Conditions:	Nil
Power of Sub-Delegation:	<i>Cat Act 2011 - s. 45</i>
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

4.13 Cat Act 2011 – Breeder Approval	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Cat Act 2011 - Section 44</i>
Power / Duty Delegated:	<i>Cat Act 2011 – section 37 Approval to breed cats; section 38 Cancellation of approval to breed cats; section 40 Notice to be given of certain decisions.</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority is given to – <ul style="list-style-type: none"> • Grant or refuse to grant an approval for the person to breed cats. • Renew or refuse to renew an approval for the person to breed cats. • Require an applicant to provide any document or information required to determine the application. • Refuse to consider an application, where the applicant has not complied with a request for information. • Cancel an approval to breed cats. • Give notice of decisions.
Conditions:	Nil
Power of Sub-Delegation:	<i>Cat Act 2011 - s. 45</i>
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions: <i>Conditions on the original delegation also apply to the sub-delegations.</i>	Conditions on the original delegation also apply to the sub-delegations.
Version Control:	
1.	

4.14 Dog Act 1976	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Dog Act 1976 – section 10AA</i>
Power / Duty Delegated:	<i>Dog Act 1976</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	All powers and duties of the local government under the <i>Dog Act 1976</i> and subsidiary legislation.
Conditions:	Nil
Power of Sub-Delegation:	<i>Dog Act 1976 – section 10AA(3).</i>
CEO's Sub-Delegation to:	Shire Ranger
Sub-Delegation Conditions:.	Nil
Record Keeping:	
Version Control:	
1.	

4.15 Bush Fires Act 1954	
Power / Duty Assigned in legislation to:	Local Government
Power of Delegation:	<i>Bush Fires Act 1954 – section 48</i>
Power / Duty Delegated:	<i>Bush Fires Act 1954</i>
Delegation to:	Chief Executive Officer
Function: <i>This is a precis only.</i> <i>Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	Authority to perform the functions of the local government under the <i>Bush Fires Act 1954</i> .
Conditions:	Authority excludes powers and duties that: 1. Are prescribed in the Act with a requirement for a resolution of the local government; or 2. Are prescribed by the Act for performance by designated offices.
Power of Sub-Delegation:	Nil – There is no statutory power to sub-delegate is provided in the Bush Fires Act 1954.
CEO's Sub-Delegation to:	Nil
Sub-Delegation Conditions:	Nil
Record Keeping:	
Version Control:	
1.	

SHIRE OF DOWERIN
BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Shire of Dowerin
STATEMENT OF BUDGET REVIEW
(Statutory Reporting Program)
For the Period Ended 31 March 2017

	Note	Budget v Actual		Predicted			Material Variance
		Adopted Annual Budget (a)	YTD Actual (b)	Variance Permanent (c)	Variance Timing (Carryover) (d)	Year End (a)+(c)+(d)	
		\$	\$	\$	\$	\$	
Net current assets at start of financial year surplus/(deficit)	2	164,258	(16,508)	(180,766)		(16,508)	▼
Revenue from operating activities (excluding rates)							
Governance		8,525	4,843	680		9,205	▲
General Purpose Funding		1,358,900	1,048,195	57,035		1,415,935	▲
Law, Order and Public Safety		24,150	14,241	930		25,080	▲
Health		259,000	213,560	0		259,000	
Education and Welfare		129,894	65,581	0		129,894	
Housing		128,256	116,525	8,112		136,368	▲
Community Amenities		228,327	245,972	20,000		248,327	▲
Recreation and Culture		80,700	66,034	0		80,700	
Transport		146,100	136,520	0		146,100	
Economic Services		12,176	12,424	1,268		13,444	▲
Other Property and Services		10,501	7,993	0		10,501	
		2,386,529	1,931,887	88,025	0	2,474,554	
Expenditure from operating activities							
Governance		(505,037)	(337,735)	(32,940)		(537,977)	▲
General Purpose Funding		(134,898)	(89,227)	(10,600)		(145,498)	▲
Law, Order and Public Safety		(81,231)	(51,527)	(1,500)		(82,731)	▲
Health		(310,563)	(230,067)	4,000		(306,563)	▼
Education and Welfare		(170,271)	(89,988)	2,500		(167,771)	▼
Housing		(175,349)	(153,200)	(5,000)		(180,349)	▲
Community Amenities		(310,220)	(205,664)	(40,370)		(350,590)	▲
Recreation and Culture		(721,034)	(565,915)	(30,580)		(751,614)	▲
Transport		(1,283,028)	(879,763)	85,000		(1,198,028)	▼
Economic Services		(211,508)	(169,129)	(18,931)		(230,439)	▲
Other Property and Services		(10,967)	43,265	566		(10,401)	▼
		(3,914,106)	(2,728,949)	(47,855)	0	(3,961,961)	
Operating activities excluded from budget							
Add Back Depreciation		1,112,647	788,364	0		1,112,647	
Adjust (Profit)/Loss on Asset Disposal						0	
Adjust Provisions and Accruals			750	0		0	
Amount attributable to operating activities		(250,672)	(24,456)	(140,596)	0	(391,268)	
INVESTING ACTIVITIES							
Non-operating grants, subsidies and contributions		2,074,000	955,013	241,000		2,315,000	
Purchase of Investments						0	
Land Held for Resale						0	
Land and Buildings	4.4.1 & 5	(2,473,038)	(528,818)	(295,000)		(2,768,038)	▲
Infrastructure Assets - Roads	4.4.2 & 5	(1,123,913)	(336,323)	0		(1,123,913)	
Amount attributable to investing activities		(1,522,951)	89,872	(54,000)	0	(1,576,951)	
FINANCING ACTIVITIES							
Repayment of Debentures	4	(113,357)	(56,353)	14,095		(99,262)	▼
Proceeds from New Debentures	4	785,250	785,250	0		785,250	
Self-Supporting Loan Principal	4	23,002	11,408	0		23,002	
Transfer to Reserves	5	(432,922)	(13,630)	(96,547)		(529,469)	▲
Transfer from Reserves	5	300,000	0	281,601		581,601	▲
Amount attributable to financing activities		561,973	726,675	199,149	0	761,122	
Budget deficiency before general rates		(1,211,651)	792,092	4,554	0	(1,207,097)	
Estimated amount to be raised from general rates		1,211,651	1,211,846	0		1,211,651	
Closing Funding Surplus(Deficit)	2	0	2,003,938	4,554	0	4,554	▲

Shire of Dowerin
STATEMENT OF BUDGET REVIEW
(Nature or Type)
For the Period Ended 31 March 2017

	Note	Budget v Actual		Predicted		
		Annual Budget (a)	YTD Actual (b)	Variance Permanent (c)	Variance Timing (Carryover) (d)	Year End (a)+(c)+(d)
		\$	\$	\$	\$	\$
Net current assets at start of financial year surplus/(deficit)	2	164,258	(16,508)	(180,766)		(16,508) ▼
Revenue from operating activities (excluding rates)						
Grants, Subsidies and Contributions	4.1.3	1,871,634	1,493,818	88,003		1,959,637 ▲
Profit on Asset Disposal	4.1.1	0	0	0		0
Fees and Charges	4.1.2	286,061	252,241	4,922		290,983 ▲
Sewerage Charges		132,227	132,831	0		132,227
Interest Earnings	4.1.7	61,500	33,207	(4,900)		56,600 ▼
Other Revenue	4.1.8	35,107	19,791	0		35,107
		2,386,529	1,931,887	88,025	0	2,474,554
Expenditure from operating activities						
Employee Costs	4.2.1	(1,493,710)	(1,064,462)	(26,490)		(1,520,200) ▲
Materials and Contracts	4.2.2	(881,179)	(524,594)	(25,214)		(906,393) ▲
Utilities Charges	4.2.3	(147,160)	(115,988)	(1,000)		(148,160) ▲
Depreciation (Non-Current Assets)	4.2.4	(1,112,647)	(788,364)	0		(1,112,647)
Interest Expenses	4.2.5	(44,659)	(20,800)	12,609		(32,050) ▼
Insurance Expenses	4.2.6	(146,402)	(148,421)	(3,760)		(150,162) ▲
Loss on Asset Disposal	4.2.7	0	0	0		0
Other Expenditure	4.2.8	(88,350)	(66,320)	(4,000)		(92,350) ▲
		(3,914,106)	(2,728,949)	(47,855)	0	(3,961,961)
Funding Balance Adjustment						
Add Back Depreciation		1,112,647	788,364	0		1,112,647
Adjust (Profit)/Loss on Asset Disposal	4.4.3	0	750	0		0
Adjust Provisions and Accruals		0	750	0		0
Amount attributable to operating activities		(250,672)	(24,456)	(140,596)	0	(391,268)
INVESTING ACTIVITIES						
Grants, Subsidies and Contributions	4.1.3	2,074,000	955,013	241,000		2,315,000 ▲
Land and Buildings	4.4.1 & 5	(2,473,038)	(528,818)	(295,000)		(2,768,038) ▲
Infrastructure Assets - Roads	4.4.2 & 5	(1,123,913)	(336,323)	0		(1,123,913)
Amount attributable to investing activities		(1,522,951)	89,872	(54,000)	0	(1,576,951)
FINANCING ACTIVITIES						
Repayment of Debentures	4	(113,357)	(56,353)	14,095		(99,262) ▲
Proceeds from New Debentures	4	785,250	785,250	0		785,250
Self-Supporting Loan Principal	4	23,002	11,408	0		23,002
Transfer to Reserves	5	(432,922)	(13,630)	(96,547)		(529,469) ▲
Transfer from Reserves	5	300,000	0	281,601		581,601 ▼
Amount attributable to financing activities		561,973	726,675	199,149	0	761,122
Budget deficiency before general rates		(1,211,651)	792,092	4,554	0	(1,207,097)
Estimated amount to be raised from general rates		1,211,651	1,211,846	0		1,211,651
Closing Funding Surplus(Deficit)	2	0	2,003,938	4,554	0	4,554 ▲

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Preparation

The budget review report has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this budget review report are presented below and have been consistently applied unless stated otherwise.

The report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical accounting estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

The Local Government Reporting Entity

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this budget review.

In the process of reporting on the local government as a single unit, all transactions and balances between those Funds (for example, loans and transfers between Funds) have been eliminated.

(b) 2016/17 Actual Balances

Balances shown in this budget review report as 2016/17 Actual are as forecast at the time of budget review preparation and are subject to final adjustments.

(c) Rounding Off Figures

All figures shown in this budget review report, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the Shire obtains control over the assets comprising the contributions.

Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in Note 4 Net Current Assets

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Superannuation

The Shire contributes to a number of superannuation funds on behalf of employees.

All funds to which the Shire contributes are defined contribution plans.

(g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are shown as short term borrowings in current liabilities in Note 4 Net Current Assets.

(h) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(i) Inventories

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(j) Fixed Assets

Each class of fixed assets within either property, plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Mandatory requirement to revalue non-current assets

Effective from 1 July 2012, the Local Government (Financial Management) Regulations were amended and the measurement of non-current assets at Fair Value became mandatory.

During the year ended 30 June 2013, the Shire commenced the process of adopting Fair Value in accordance with the Regulations.

Whilst the amendments initially allowed for a phasing in of fair value in relation to fixed assets over three years, as at 30 June 2015 all non-current assets were carried at Fair Value in accordance with the requirements.

Thereafter, each asset class must be revalued in accordance with the regulatory framework established and the Shire revalues its asset classes in accordance with this mandatory timetable.

Relevant disclosures, in accordance with the requirements of Australian Accounting Standards, have been made in the financial report as necessary.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Initial Recognition and Measurement between Mandatory Revaluation Dates

All assets are initially recognised at cost and subsequently revalued in accordance with the mandatory measurement framework detailed above.

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Individual assets acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework detailed above, are carried at cost less accumulated depreciation as management believes this approximates fair value. They will be subject to subsequent revaluation of the next anniversary date in accordance with the mandatory measurement framework detailed above.

Revaluation

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

Land Under Roads

In Western Australia, all land under roads is Crown land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

Whilst such treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4(2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Shire

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Depreciation

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

Major depreciation periods used for each class of depreciable asset are:

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
formation	not depreciated
pavement	50 years
seal	
- bituminous seals	20 years
- asphalt surfaces	25 years
Gravel roads	
formation	not depreciated
pavement	50 years
gravel sheet	12 years
Formed roads	
formation	not depreciated
pavement	50 years
Footpaths - slab	20 years
Sewerage piping	100 years
Water supply piping & drainage systems	75 years

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Fair Value of Assets and Liabilities

When performing a revaluation, the Shire uses a mix of both independent and management valuations using the following as a guide:

Fair Value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset (i.e. the market with the greatest volume and level of activity for the asset or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (ie the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

Fair Value Hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Fair Value of Assets and Liabilities (Continued)

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of an asset at its current service capacity.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability and considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

The mandatory measurement framework imposed by the *Local Government (Financial Management) Regulations* requires, as a minimum, all assets to be revalued at least every 3 years. Relevant disclosures, in accordance with the requirements of Australian Accounting Standards have been made in the budget review report as necessary.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(I) Financial Instruments

Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Shire becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Shire commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method, or cost.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments and any reduction for impairment; and
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

(i) Financial assets at fair value through profit and loss

Financial assets are classified at "fair value through profit or loss" when they are held for trading for the purpose of short term profit taking. Assets in this category are classified as current assets. Such assets are subsequently measured at fair value with changes in carrying amount being included in profit or loss.

(ii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(I) Financial Instruments (Continued)

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Shire management has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Held-to-maturity investments are included in current assets where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current.

(iv) Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

Available-for-sale financial assets are included in current assets, where they are expected to be sold within 12 months after the end of the reporting period. All other available for sale financial assets are classified as non-current.

(v) Financial liabilities

Non-derivative financial liabilities (excl. financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in the profit or loss.

Impairment

A financial asset is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events (a "loss event") having occurred, which has an impact on the estimated future cash flows of the financial asset(s).

In the case of available-for-sale financial assets, a significant or prolonged decline in the market value of the instrument is considered a loss event. Impairment losses are recognised in profit or loss immediately. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified to profit or loss at this point.

In the case of financial assets carried at amortised cost, loss events may include: indications that the debtors or a group of debtors are experiencing significant financial difficulty, default or delinquency in interest or principal payments; indications that they will enter bankruptcy or other financial reorganisation; and changes in arrears or economic conditions that correlate with defaults.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Financial Instruments (Continued)

For financial assets carried at amortised cost (including loans and receivables), a separate allowance account is used to reduce the carrying amount of financial assets impaired by credit losses. After having taken all possible measures of recovery, if management establishes that the carrying amount cannot be recovered by any means, at that point the written-off amounts are charged to the allowance account or the carrying amount of impaired financial assets is reduced directly if no impairment amount was previously recognised in the allowance account.

Derecognition

Financial assets are derecognised where the contractual rights for receipt of cash flows expire or the asset is transferred to another party, whereby the Shire no longer has any significant continual involvement in the risks and benefits associated with the asset.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

(m) Impairment of Assets

In accordance with Australian Accounting Standards the Shire assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another standard (e.g. AASB 116) whereby any impairment loss of a revaluation decrease in accordance with that other standard.

(m) Impairment of Assets (Continued)

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of adopting this budget review report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2018.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on this budget review report.

(n) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) Employee Benefits

Short-Term Employee Benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position. The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Other Long-Term Employee Benefits

Provision is made for employees' long service leave and annual leave entitlements not expected to be settled wholly within 12 months after the end of the annual reporting period in which the employees render the related service. Other long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

(p) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

(q) Provisions

Provisions are recognised when the Shire has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(r) Leases

Leases of fixed assets where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the Shire, are classified as finance leases.

Finance leases are capitalised recording an asset and a liability at the lower amounts equal to the fair value of the leased property or the present value of the minimum lease payments, including any guaranteed residual values. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Leased assets are depreciated on a straight live basis over the shorter of their estimated useful lives or the lease term.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

Lease incentives under operating leases are recognised as a liability and amortised on a straight line basis over the life of the lease term.

(s) Investment in Associates

An associate is an entity over which the Shire has significant influence. Significant influence is the power to participate in the financial operating policy decisions of that entity but is not control or joint control of those policies. Investments in associates are accounted for in the financial statements by applying the equity method of accounting, whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

The carrying amount of the investment includes, where applicable, goodwill relating to the associate. Any discount on acquisition, whereby the Shire's share of the net fair value of the associate exceeds the cost of investment, is recognised in profit or loss in the period in which the investment is acquired.

(s) Investment in Associates (Continued)

Profits and losses resulting from transactions between the Shire and the associate are eliminated to the extent of the Shire's interest in the associate.

When the Shire's share of losses in an associate equals or exceeds its interest in the associate, the Shire discontinues recognising its share of further losses unless it has incurred legal or constructive obligations or made payments on behalf of the associate. When the associate subsequently makes profits, the Shire will resume recognising its share of those profits once its share of the profits equals the share of the losses not recognised.

(t) Interests in Joint Arrangements

Joint arrangements represent the contractual sharing of control between parties in a business venture where unanimous decisions about relevant activities are required.

Separate joint venture entities providing joint venturers with an interest to net assets are classified as a joint venture and accounted for using the equity method. Refer to note 1(o) for a description of the equity method of accounting.

Joint venture operations represent arrangements whereby joint operators maintain direct interests in each asset and exposure to each liability of the arrangement. The Shire's interests in the assets, liabilities, revenue and expenses of joint operations are included in the respective line items of the financial statements.

Shire of Dowerin
NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT
FOR THE YEAR ENDED 30 JUNE 2017

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(u) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for sale where it is held as non-current based on the Shire's intentions to release for sale.

(v) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current budget year.

(w) Budget Comparative Figures

Unless otherwise stated, the budget comparative figures shown in this budget review report relate to the original budget estimate for the relevant item of disclosure.

SHIRE OF DOWERIN
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 2: NET CURRENT FUNDING POSTION

Positive=Surplus (Negative=Deficit)
2016-17

	Note	This Period	Audited Opening Balance	Original Budget Balance
		\$	\$	\$
Current Assets				
Cash Unrestricted		2,085,880	168,165	31,584
Cash Restricted		1,866,543	1,852,913	1,852,913
Receivables - Rates		81,836	36,631	449,746
Receivables - Other		57,620	150,562	
Interest / ATO Receivable/Trust		15,465	21,749	
Inventories		23,696	5,503	(56,332)
		4,131,039	2,235,523	2,277,911
Less: Current Liabilities				
Payables		(181,788)	(308,190)	(146,200)
Current Borrowings		(28,652)	(85,005)	(85,012)
Provisions		(169,706)	(169,706)	(216,320)
		(380,146)	(562,901)	(447,532)
Less: Cash Restricted		(1,866,543)	(1,852,913)	(1,852,913)
Plus: Current Borrowings included in Budget		17,059	62,003	85,012
Plus : Liabilities funded by Cash Backed Reserves		102,530	101,780	101,780
Net Current Funding Position		2,003,938	(16,508)	164,258

Shire of Dowerin
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 3: PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$	
	Permanent	Timing
4.1 OPERATING REVENUE (EXCLUDING RATES)		
4.1.1 PROFIT ON ASSET DISPOSAL		
No Material Variance	0	
4.1.2 FEES AND CHARGES		
No Material Variance	4,922	
4.1.3 GRANTS, SUBSIDIES AND CONTRIBUTIONS		
Financial Assistance Grants are higher than budgeted	88,003	
4.1.7 INTEREST EARNINGS		
Reserve Interest will be lower than budgeted, due to funds not being invested at the rates anticipated.	(4,900)	
4.1.8 OTHER REVENUE		
No Material Variance	0	
Predicted Variances Carried Forward	88,025	
Predicted Variances Brought Forward	88,025	
4.2 OPERATING EXPENSES		
4.2.1 EMPLOYEE COSTS		
Employee Costs are anticipated to be higher than budget due to an increase in staff training, and an error in Leave calculations for works staff in the Original Budget	(26,490)	
4.2.2 MATERIAL AND CONTRACTS		
Material and contracts are predicted to be higher, due to increases in Audit fees, Election expenses, Main Street and Landcare projects, and other grant funded projects (Cactus control program and swimming pool maintenance). There are also savings in Road Maintenance.	(25,214)	
4.2.3 UTILITY CHARGES		
Lower than Material Variance	(1,000)	
4.2.4 DEPRECIATION (NON CURRENT ASSETS)		
No Material Variance	0	
4.2.5 INTEREST EXPENSES		
The STA loan was received later than Originally Budgeted and only 1 repayment is required in 16/17, resulting in a saving	12,609	
4.2.6 INSURANCE EXPENSES		
No Material Variance	(3,760)	
4.2.7 LOSS ON ASSET DISPOSAL		
No Material Variance	0	
4.2.8 OTHER EXPENDITURE		
No Material Variance	(4,000)	
Predicted Variances Carried Forward	40,170	0

Shire of Dowerin
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 3: PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$	
	Permanent	Timing
Predicted Variances Brought Forward	40,170	0
4.3 CAPITAL REVENUE		
4.3.1 GRANTS, SUBSIDIES AND CONTRIBUTIONS	241,000	
The Shire is to receive a Grant to Build a Fire Station		
4.4 CAPITAL EXPENSES		
4.4.1 LAND AND BUILDINGS		
Represents Capital expenditure for a new partly grant funded Fire Station	(295,000)	
4.4.2 INFRASTRUCTURE ASSETS - ROADS		
4.4.8 REPAYMENT OF DEBENTURES		
The STA loan was received later than Originally Budgeted and only 1 repayment is required in 16/17, resulting in a saving this year.	14,095	
4.5 OTHER ITEMS		
4.5.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)		
It is proposed to transfer an additional \$96K to reserve than budgeted. This is mainly due to an anticipated increase in cash as detailed in Note 6 of this report.	(96,547)	
4.5.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)		
Funds that were approved to be transferred from reserve in 2015-2016 were not processed. This resulted in the Shire bringing forward a loss. This review proposes to transfer these fund now. The Shire has also spent approximately \$32,000 on pool maintenance which should be funded from grants transferred to the swimming pool reserve.	281,601	
4.5.1 RATE REVENUE		
No Material Variance		
4.5.2 OPENING FUNDING SURPLUS(DEFICIT)		
At the Budget Review for 15/16 Council authorised transfers to reserves netting \$253,601. These transactions were not processed which resulted in a brought forward a deficit position of \$16,508 as at 30 June 2016.	(180,766)	
4.5.3 NON-CASH WRITE BACK OF PROFIT (LOSS)		
No Material Variance		
COMMENT		
A List of the Variances is provided at Note 6		
Total Predicted Variances as per Annual Budget Review	4,554	0

SHIRE OF DOWERIN
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 4 : Information on Borrowings
(a) Debenture Repayments

Particulars	01 Jul 2016	Actual New Loans	Principal Repayments			Principal Outstanding			Interest Repayments		
			Actual	Original Budget	Amended Budget	Actual	Original Budget	Amended Budget	Actual	Original Budget	Amended Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture											
Loan 97 - Community Club	412,632		30,688	62,003	62,003	381,944	350,629	350,629	7,467	16,605	16,605
Economic Services											
Loan 99 - Short Term Accommodation Project		785,250	14,257	28,352	14,257	770,993	756,898	770,993	12,328	25,448	12,839
Self Supporting Loans											
Loan 98 - Dowerin Events	83,858		11,408	23,002	23,002	72,450	60,856	60,856	1,004	2,606	2,606
	496,490	785,250	56,353	113,357	99,262	1,225,387	1,168,383	1,182,478	20,800	44,659	32,050

(b) New Debentures

Particulars	Amount		Institution	Loan Type	Term (Years)	Total Interest & Charges	Interest Rate %	Amount	
	Borrowed Budget	Used Budget						Used Budget	Balance Unspent \$
Short Term Accommodation Project	785,250		WATC	Debenture	20	290,748	3.27%	785,250	0

(c) Unspent Debentures

The Shire has no unspent debentures.

(d) Overdraft

Council has an overdraft facility of \$60,000 with NAB.

SHIRE OF DOWERIN
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 5: Cash Backed Reserve

Name	Opening Balance	Original Budget Interest Earned	Amended Budget Interest Earned	Actual Interest Earned	Original Budget Transfers In (+)	Amended Budget Transfers In (+)	Actual Transfers In (+)	Original Budget Transfers Out (-)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Original Budget Closing Balance	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	101,780	2,884	2,120	750	50,000	50,000	0	0	(99,384)	0	154,664	54,517	102,530
Plant Reserve	92,264	2,614	1,922	681	132,621	190,000	0	0	(141,000)	0	227,499	143,187	92,946
Sewerage Asset Preservation Reserve	951,502	26,960	19,822	7,224	77,869	77,869	0	0		0	1,056,331	1,049,192	958,726
Land & Building Reserve	20,494	581	427	150	71,932	125,000	0	0		0	93,007	145,921	20,644
Swimming Pool Reserve	32,000	907	667	245	32,000	32,000	0	0	(32,000)	0	64,907	32,667	32,245
Recreation Facilities Reserve	178,345	5,053	3,715	1,349	0	0	0	0		0	183,398	182,060	179,694
Community Housing Project Reserve	45,649	1,293	951	273	0	0	0	0		0	46,942	46,600	45,922
Community Bus Reserve	40,250	1,140	838	273	0	0	0	0		0	41,390	41,089	40,523
Economic Development Reserve	315,534	8,940	6,573	2,126	0	0	0	(300,000)	(305,717)	0	24,474	16,390	317,660
All Hours Gym Reserve	5,132	145	107	41	0	0	0	0	(3,500)	0	5,277	1,739	5,173
Bowling Green Replacement Reserve	50,681	1,344	1,056	382	10,000	10,000	0	0		0	62,025	61,737	51,063
Tennis Court Replacement Reserve	19,282	639	402	136	6,000	6,000	0	0		0	25,921	25,684	19,418
	1,852,913	52,500	38,600	13,630	380,422	490,869	0	(300,000)	(581,601)	0	1,985,835	1,800,781	1,866,543

Reserve funds are fully cash-backed in a term Deposit and Bank Account - Refer Note 4

Original In Amended In
432,922 529,469

31/03/2017

Prog	Programme Description	Category Description	COA Description	Original Budget	Budget Amendments	Current Budget	YTD Actual
04	Governance	Buildings	0364 Shire Office Renewal	\$0.00	\$29,000.00	\$29,000.00	\$0.00
05	Law, Order, Public Safety	Buildings	0884 Fire - Buildings Capital Expenditure	\$0.00	\$266,000.00	\$266,000.00	\$0.00
09	Housing	Buildings	2584 BUILDING - 19 COTTRELL ST	\$11,000.00	\$0.00	\$11,000.00	\$11,215.00
13	Economic Services	Buildings	7144 WHEATBELT HERITAGE RAIL PROJECT	\$188,338.00	\$0.00	\$188,338.00	\$60,681.67
13	Economic Services	Buildings	7145 SHORT TERM ACCOMMODATION	\$2,273,700.00	\$0.00	\$2,273,700.00	\$456,921.24
		Buildings Total		\$2,473,038.00	\$295,000.00	\$2,768,038.00	\$528,817.91
12	Transport	Infrastructure - Roads	4184 ROADS - ROADS TO RECOVERY	\$600,449.00	\$0.00	\$600,449.00	\$290,366.00
12	Transport	Infrastructure - Roads	4604 ROADS - UNCLASSIFIED	\$82,880.00	\$0.00	\$82,880.00	\$21,679.99
12	Transport	Infrastructure - Roads	4884 ROADS - STATE 20/20	\$440,584.00	\$0.00	\$440,584.00	\$20,011.82
		Infrastructure - Roads Total		\$1,123,913.00	\$0.00	\$1,123,913.00	\$332,057.81
12	Transport	Infrastructure - Signs	4194 ROADS - SIGNS	\$0.00	\$0.00	\$0.00	\$4,264.97
		Infrastructure - Signs Total		\$0.00	\$0.00	\$0.00	\$4,264.97
		Grand Total		\$3,596,951.00	\$295,000.00	\$3,891,951.00	\$865,140.69

SHIRE OF DOWERIN
NOTES TO THE BUDGET REVIEW REPORT
For the Period Ended 31 March 2017

Note 7: BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Classification	Original Budget	Proposed Amended Budget	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
					\$	\$	\$
	Budget Adoption	Opening Surplus(Deficit)					0
	Audited Result	Opening Surplus(Deficit)	164,258	(16,508)		(180,766)	(180,765)
0171	RATES - INTEREST	Operating Revenue	8,000	11,000	3,000		(177,765)
0181	GRANTS - GENERAL PURPOSE	Operating Revenue	830,000	837,038	7,038		(170,727)
0191	INTEREST - Municipal	Operating Revenue	1,000	7,000	6,000		(164,727)
0201	INTEREST - RESERVES	Operating Revenue	52,500	38,600		(13,900)	(178,627)
0213	MEMBERS - REIMBURSEMENTS	Operating Revenue	0	680	680		(177,947)
0311	GRANTS - FEDERAL ROADS	Operating Revenue	460,000	516,397	56,397		(121,550)
0403	RATES - ENQUIRY FEES	Operating Revenue	2,500	1,000		(1,500)	(123,050)
0733	FIRE - GOVERNMENT GRANT	Operating Revenue	18,000	259,000	241,000		117,950
0853	DOG - REGISTRATION	Operating Revenue	1,800	2,680	880		118,830
0863	CAT - REGISTRATION	Operating Revenue	150	200	50		118,880
2533	OTHER HSE - RENTS	Operating Revenue	22,880	30,992	8,112		126,992
3753	CACTUS CONTROL PROJECT	Operating Revenue	0	20,000	20,000		146,992
6843	FIELD DAYS - RECOUP	Operating Revenue	3,000	4,788	1,788		148,780
6863	COMMUNITY EVENTS - GRANTS, REIMBURSEMENTS ETC	Operating Revenue	0	2,100	2,100		150,880
7053	POP UP SHOP - 28 Stewart Street	Operating Revenue	3,120	500		(2,620)	148,260
0022	RATES - OFFICE EXPENSES	Operating Expenses	500	600		(100)	148,160
0072	RATES - LEGAL FEES	Operating Expenses	4,000	12,000		(8,000)	140,160
0222	MEMBERS - ELECTIONS	Operating Expenses	0	10,000		(10,000)	130,160
0262	MEMBERS - RECEPTIONS	Operating Expenses	10,000	7,000	3,000		133,160
0282	MEMBERS - COUNCIL CHAMBER	Operating Expenses	10,700	1,700	9,000		142,160
0292	MEMBERS - INSURANCE	Operating Expenses	5,900	12,200		(6,300)	135,860
0402	GOVERN - WORKCOVER ETC	Operating Expenses	3,200	4,260		(1,060)	134,800
0412	GOVERN - STAFF TRAINING	Operating Expenses	20,000	26,000		(6,000)	128,800
0442	WORKS - OCC HEALTH SAFETY	Operating Expenses	6,390	11,010		(4,620)	124,180
0462	GOVERN - PRINT/STATIONERY	Operating Expenses	7,500	15,200		(7,700)	116,480
0472	GOVERN - COMMUNICATIONS	Operating Expenses	1,920	2,300		(380)	116,100
0482	GOVERN - ADVERTISING	Operating Expenses	550	2,500		(1,950)	114,150
0502	FINANCE - BANK CHARGES	Operating Expenses	6,000	8,500		(2,500)	111,650
0522	GOVERN - POSTAGE/FREIGHT	Operating Expenses	1,100	1,800		(700)	110,950
0562	GOVERN - VEHICLE COSTS	Operating Expenses	4,800	3,500	1,300		112,250
0592	GOVERN - AUDIT FEES	Operating Expenses	16,700	30,900		(14,200)	98,050
0702	GOVERN - INSUR OTHER	Operating Expenses	3,850	1,800	2,050		100,100
0852	ANIMAL -CONTROL EXPENSES	Operating Expenses	1,000	2,500		(1,500)	98,600
1572	HACC - TRAINING & CONFERENCES	Operating Expenses	4,000	1,000	3,000		101,600
1692	HACC - CLIENT CONSUMABLES	Operating Expenses	1,500	500	1,000		102,600
2552	OTHER HSE - OPERATING	Operating Expenses	30,250	35,250		(5,000)	97,600
2602	REFUSE - STREET BINS	Operating Expenses	12,380	18,000		(5,620)	91,980
3132	MINNIVALE - CAMPING AREA TOILETS	Operating Expenses	4,160	7,160		(3,000)	88,980
3252	LANDCARE - TOWN CATCHMENT	Operating Expenses	250	8,000		(7,750)	81,230
3312	TOWN HALL - MAINTENANCE	Operating Expenses	28,180	25,180	3,000		84,230
3432	SWIM POOL - MAINTENANCE	Operating Expenses	13,120	44,200		(31,080)	53,150
3472	SWIM POOL - CHEMICALS	Operating Expenses	6,500	4,000	2,500		55,650
3492	SWIM POOL - SUNDRIES	Operating Expenses	0	1,500		(1,500)	54,150
3754	CACTUS CONTROL PROJECT	Operating Expenses	0	20,000		(20,000)	34,150
3782	LANDCARE PROGRAMS	Operating Expenses	0	7,000		(7,000)	27,150
3992	COMMUNITY BREAKFASTS	Operating Expenses	1,500	2,000		(500)	26,650
4612	ROADS - RURAL MAINTENANCE	Operating Expenses	466,504	386,504	80,000		106,650
6022	ROADS - WORKS DEPOT	Operating Expenses	36,850	31,850	5,000		111,650
6802	AREA PROMOTION	Operating Expenses	10,000	15,000		(5,000)	106,650
6803	Main Street Projects	Operating Expenses	0	10,000		(10,000)	96,650
6842	FIELD DAYS - WORKS	Operating Expenses	27,210	43,750		(16,540)	80,110
6920	LOAN 99 INTEREST REPAYMENT	Operating Expenses	25,448	12,839	12,609		92,719
7632	WORKS - WORKCOVER	Operating Expenses	23,000	20,600	2,400		95,119
7682	WORKS - TRAINING	Operating Expenses	14,000	11,000	3,000		98,119
7692	WORKS - SICK PAY	Operating Expenses	11,000	22,000		(11,000)	87,119
7742	LESS OVERHEADS ALLOCATED	Operating Expenses	(499,814)	(510,600)	10,786		97,905
7772	ADMIN - WORKCOVER	Operating Expenses	7,400	6,890	510		98,415
7802	PLANT - FUEL	Operating Expenses	170,000	130,000	40,000		138,415
7812	PLANT - TYRES & BATTERIES	Operating Expenses	25,000	20,000	5,000		143,415
7822	PLANT - PARTS & REPAIRS	Operating Expenses	78,000	73,000	5,000		148,415
7832	PLANT - REPAIR WAGES	Operating Expenses	7,000	11,500		(4,500)	143,915
7852	PLANT - SUNDRY ITEMS	Operating Expenses	1,000	4,600		(3,600)	140,315
7882	PLANT - ALLOC TO WORKS	Operating Expenses	(298,300)	(256,400)		(41,900)	98,415
8012	YOUTH - INITIATIVES	Operating Expenses	3,500	1,000	2,500		100,915
9912	ADMIN - INSURANCE	Operating Expenses	1,650	2,160		(510)	100,405
0364	Shire Office Renewal	Capital Expenses	0	29,000		(29,000)	71,405
0884	Fire - Buildings Capital Expenditure	Capital Expenses	0	266,000		(266,000)	(194,595)
Reserves	Transfer from Leave Reserve 15-16	Capital Revenue	0	99,384	99,384		(95,211)
Reserves	Transfer from Plant Reserve 15-16	Capital Revenue	0	141,000	141,000		45,789
Reserves	Transfer from Economic Development Reserve 15-16	Capital Revenue	300,000	305,717	5,717		51,506
Reserves	Transfer from All hours Gym Reserve 15-16	Capital Revenue	0	3,500	3,500		55,006
Reserves	Transfer from Swimming Pool Reserve (Grant funding)	Capital Revenue	0	32,000	32,000		87,006
Reserves	Transfer Interest to Reserve	Capital Revenue	52,500	38,600	13,900		100,906
Reserves	Transfer to Plant Reserve	Capital Expenses	132,621	190,000		(57,379)	43,527
Reserves	Transfer to Building Reserve	Capital Expenses	71,932	125,000		(53,068)	(9,541)
Loans	Repayment of Debentures	Operating Expenses	113,357	99,262	14,095		4,554
Amended Budget Cash Position as per Council Resolution					848,296	(843,743)	0



Avon Regional Organisation of Councils (AROC)

Agreement between:

Shire of Chittering

Shire of Dowerin

Shire of Goomalling

Shire of Northam

Shire of Toodyay

Shire of Victoria Plains

Shire of York

Memorandum of Understanding for the Operation of the Avon Regional Organisation of Councils (AROC)

April 2017

Memorandum of Understanding
Avon Regional Organisation of Councils (AROC)

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Memorandum of Understanding
Avon Regional Organisation of Councils

A. Description of the Memorandum of Understanding (MOU)

1. The purpose of this document is to set out the framework for regional cooperation between the member local governments.
2. The regional body shall be known as the Avon Regional Organisation of Councils, or under the short form AROC.
3. AROC will not be a legal entity or a body corporate, and may only operate under the auspices of one or more member local governments.
4. AROC operates under the authority of Section 3.68 of the *Local Government Act 1995*.

B. Period of Agreement

1. This agreement shall apply from the date it is adopted by the member local governments for a period of five years. At the end of that period the members may:
 - Renew the agreement;
 - Change the agreement; or
 - Take no action, in which case the agreement ceases to have effect.
2. The agreement may be modified or cancelled at any time with the unanimous agreement of the member local governments.

C. Membership

1. Membership of the Avon Regional Organisation of Councils shall consist of the following organisations. Each member is a local government constituted under the Western Australian *Local Government Act 1995*.
2. Member local governments of the Avon Regional Organisation of Councils are:
 - Shire of Chittering
 - Shire of Dowerin
 - Shire of Goomalling
 - Shire of Northam
 - Shire of Toodyay
 - Shire of Victoria Plains
 - Shire of York

D. Mission Statement

The mission of the Avon Regional Organisation of Councils is to:

“Work cooperatively for the benefit of the region and well-being of the community”

E. Purpose

The purpose of AROC is to arrange and facilitate Members:

- working together cooperatively to address regional problems, issues or challenges and advance the interests of the region;
- developing and implementing resource sharing strategies or regional service delivery models;
- delivery of training and development programs for elected members or staff; and
- undertaking joint tendering or purchasing arrangements.

F. The AROC Governance Group

1. The prime decision making body for AROC shall be the Governance Group;
2. The Governance Group will meet every two months at a time and place agreed by the group;
3. Each member local government shall have equal representation on the Governance Group;
4. The Governance Group shall consist of:
 - one Elected Member from each member local government, usually the mayor or Shire President;
 - one Senior Officer from each member local government, usually the CEO;
5. Each local government shall nominate an Elected Member to represent it on the Governance group;
6. Proxies are permitted;
7. Each member local government shall have a single vote to be exercised by their nominated elected member or proxy, or in the absence of an elected member by the CEO or senior officer present;
8. Governance Group meetings are not open to the public, but additional elected members from member local governments are encouraged to attend as observers;
9. Invited guests may attend the meeting to address particular issues and can remain for the remainder of the meeting unless decided otherwise by the meeting;

Memorandum of Understanding
Avon Regional Organisation of Councils

10. Members may attend by prior arrangement through instantaneous electronic communication.

G. The AROC Officer's Group

1. The AROC Officers Group will meet every two months at a time and place agreed by the Officers Group, in the months when the Governance Group does not meet;
2. Each member local government shall have equal representation on the Officers Group, usually the CEO;
3. Proxies are permitted; and
4. Decisions shall be by consensus.

H. Authority

1. The Governance Group will have authority from member local governments to deal with funds held by AROC from members and third party contributions; except
2. The individual local government that is auspiced to deliver a program or project under third party grant funding shall ensure that the program or project is delivered and the funds are expended and acquitted in accordance with the grant agreement.

I. Meetings

1. AROC Governance Group meetings shall be convened at the time and at the place determined by the group;
2. The secretariat will prepare a program for the meeting that will consist of:
 - Matters referred by the Officers Group for consideration or decision;
 - Matters raised by individual member local governments for consideration;
 - Review of actions and progress arising from previous meetings or decisions;
 - Submissions, presentations or representations from third parties arranged by the secretariat or agreed by the Chairperson;
 - Such other matters as may be agreed by the Governance Group.
3. The meeting Program will generally be circulated one clear week prior to the Governance Group Meeting.
4. A quorum shall consist of delegates from four member local governments.

J. Chairperson and Deputy Chairperson

1. The Chairperson and Deputy Chairperson of the Governance Group will be elected at the first Governance Group meeting following the local government Ordinary Elections, or at such other times as may be necessary if the position is vacated;
2. The Chairperson and Deputy Chairperson must be elected members from one of the member local governments;
3. The Chairperson shall have a deliberate vote only and no casting vote. Unresolved matters are to be referred to the next meeting;
4. If the Chairperson is absent, whether represented by a proxy or not, the Deputy Chairperson will preside;
5. If both the Chairperson and the Deputy Chairperson are absent, whether represented by proxies or not, the group will elect a presiding member for that meeting only.

K. Secretariat

1. An individual, member local government or other corporate body may be appointed to provide secretariat support to AROC. Unless the Governance Group determines otherwise the secretariat will be provided by the local government represented by the Chairperson;
2. The Governance Group will determine an annual fee for the provision of secretariat services at the time that it adopts its annual budget.

L. Treasury

1. A member local government will be appointed to act as Treasurer to hold, manage and account for funds held on behalf of AROC;
2. The Treasurer will provide regular financial reports to the Governance Group;
3. The Governance Group may determine an annual fee for the provision of Treasury services at the time that it adopts its annual budget.

M. Annual Financial Contribution

1. Each year at its April meeting the Governance Group will determine the annual contribution for member Councils for the following financial year;
2. The annual contribution shall be identical for each member Council;
3. The annual contribution will be not less than \$5,000 and not more than \$10,000 per member local government.

N. Project Financial Contribution

1. AROC through the Governance Group may decide to undertake a project or projects which require additional financial contributions from member local governments;
2. Projects must involve at least two local governments, but could involve all member local governments;
3. Each project will have a separate form of agreement which will ensure that:
 - The costs of the project are equitably distributed;
 - That any additional costs or savings are equitably distributed to participating local governments; and
 - That there will be no impost on, or windfall to those member local governments that choose not to participate.

O. New AROC Members

1. The Governance Group may by unanimous agreement:
 - Allow an additional local government to become a member; or
 - Invite an additional local government to become a member.
2. Any new member will be required to buy in to the Avon Regional Organisation of Councils;
3. The buy in figure will be determined by preparing a balance sheet for AROC, and dividing the net equity position by the number of Members.

P. Withdrawal of AROC Members

1. AROC members recognise and agree that participation in AROC is a long term strategy and any decision to withdraw should be reflective of the long term nature of the commitment;
2. A retiring member must give at least one full financial year notice of an intention to withdraw;
3. At the conclusion of the notice period the departing member will be entitled to receive a payout calculated as the AROC net position not including any restricted funds, at 30 June divided by the number of members;
4. A member may withdraw at any time without notice but will be required to pay any contributions due and payable up to the end of the current financial year, but will not be entitled to any distribution of assets.

Memorandum of Understanding
Avon Regional Organisation of Councils

Q. Action Plan

1. AROC will prepare an Action Plan every two years that will identify regional priorities, planned projects and activities for the next two year period;
2. The Governance Group may at any time add or removed items from the Action Plan;
3. The Action Plan will be reviewed annually;
4. The Action Plan will form a schedule to this MOU.

Memorandum of Understanding
Avon Regional Organisation of Councils

R. Executed by the Parties

Shire of Chittering

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Shire of Dowerin

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Shire of Goomalling

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Memorandum of Understanding
Avon Regional Organisation of Councils

Shire of Northam

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Shire of Toodyay

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Shire of Victoria Plains

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

Shire of York

SHIRE PRESIDENT

Printed Name

Signature

Date

CHIEF EXECUTIVE OFFICER

Printed Name

Signature

Date

S. Schedule 1 – AROC Action Plan

Schedule 1 – AROC Action Plan			
Issue	Themes	Actions	Review Date
Health and Aged Care	Aged Care planning		
	Independent living units		
	Age Friendly communities planning		
Strategic Waste Management	Regional Planning		
	Regional strategies		
	Advocacy		
Councillor and Staff development	Training needs identification		
	Training delivery in the region		
	Regional Conference or workshop		
Regional Risk	Risk Management processes		
	Regional Risk Coordinator		
Human Resource Management	Workforce Development Planning		
	Specialised staff meetings		
	Resource sharing		
Information Technology	Build relationship with Central TAFE		
	Joint strategies		

ACTION PLAN – Schedule 1

Schedule 1 – AROC Action Plan				
Issue	Themes	Actions	Review Date	
Economic Development	Resource sharing			
	Regional Support			
	Insourcing IT support			
	Infrastructure development			
	Infrastructure trust			
	Regional Planning			
Regional Governance	Engagement with WDC			
	Regional promotion			
	Strategic Road Projects			
Regional Airport location	Review of governance models			
	Regional subsidiary			
	Infrastructure Trust			
Environmental Health Services	Support and advocacy for Cunderdin			
	Joint Mosquito Project (3 year)			

27th March 2017

Shire of Dowerin
Cottrell St
DOWERIN WA 6461

To Whom it May Concern;

RE: Co-Contribution Request for Business Plan Project

We are writing to request from Council, the financial support of a \$1,500 co-contribution for a business plan and planning workshop to be completed between May and October 2017 for the Dowerin Community Childcare Inc.

We have submitted a funding application to Dowerin Events Management for the total of \$4,000 to fund majority of the Business Plan Project. The Dowerin Community Childcare Inc. has also committed \$1,500 as a co-contribution. This project has been in the works for some time but has not been completed due to funds (we were unsuccessful in attaining funds in 2016) and lack of time given the initial 2 years of setting up the Childcare Service.

We believe that now is the time to complete this project for the long term sustainability of the Centre and succession of the volunteer committee going forward. The plan will give key areas of focus and priority action plans to achieve long term outcomes. It is thought that the business plan will also improve our chances of attaining larger government or external sources of funding, required for future capital works.

We look forward to your response.

Kind regards,

Kezia Metcalf
Vice Chairperson
(Committee Grant Funding Role)
Dowerin Community Childcare Inc.

Memorandum of Understanding (MoU)

For

The management and operation of the
Dowerin District Museum

Memorandum of Understanding

This document represents an agreement between

Shire of Dowerin; and

The Dowerin District Museum Committee

Description of organisations party to this MoU

The Shire of Dowerin (the Shire) is a Local Government Authority as defined under the *Local Government Act 1995* (as amended).

The Dowerin District Museum Committee (the Committee) is a group of persons appointed to facilitate the day to day running and preservation of the collection at the Dowerin District Museum.

A museum is a non-profit, permanent institution in the service of society and its development, open to the public, which acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment, specifically in connection with the Dowerin district for the purposes of education, study and enjoyment as defined by the International Committee of Museums - ICOM.

Objectives of the MoU

This Memorandum of Understanding clarifies the intent of the Shire of Dowerin and the Dowerin District Museum Committee in relation to the ongoing good governance and management of the Dowerin District Museum. This articulates the roles and responsibilities of both parties to this MoU.

The nature of the collaboration

The collaboration between the Shire and the Committee to ensure the rich heritage of Dowerin is appropriately identified, gathered, preserved and made accessible to residents and to visitors to Dowerin.

The collaboration recognises that both parties to this MoU make a contribution and that the best interests of heritage and the community can be served via strong collaboration and cooperation between both parties.

The MoU also recognises that both parties have strengths and capabilities and the MoU aims to build on those strengths and capabilities of both parties.

Outcomes:

In broad terms, this MoU will guide activities that will result in the Dowerin District Museum being a sustainable, community driven Museum that appeals to and is accessible to all residents and visitors. It will ensure the Dowerin story is told accurately and as fully as possible and that valuable local heritage is not lost to future generations.

The terms of the agreement

This MOU is valid from date of signing for three years. At the conclusion of three years, the MoU will be reviewed and may be extended by the mutual agreement of both parties to the MoU.

Roles and responsibilities

The responsibilities of each party will be as follows:

The Shire of Dowerin will:

- provide premises being 16 Cottrell Street to the Committee at a peppercorn rental for the purpose of running the Dowerin District Museum;
- continue to be the owner of the premises and as such will ensure appropriate asset management and structural maintenance in accordance with budget priorities;
- ensure the building is compliant with relevant Occupational Health and Safety requirements;
- pay for utilities being power and water;
- arrange and fund appropriate insurance of the building and public liability insurance;
- arrange and fund appropriate insurance cover for all registered volunteers for the period they are on duty on the premises;
- market the Museum whenever possible via the Shire's website;
- recognise the Committee in all Museum related publications and marketing materials;
- ensure all publications and marketing materials are approved by the Committee prior to publication;
- provide a single point of contact / liaison between the Shire and Committee, being the Community Development and Economic Coordinator;
- support the attendance of the Community Development and Economic Coordinator to meetings of the Committee where work priorities permit;

The Dowerin District Museum Committee will:

- the committee owns and manage the museum collection;
- recognise the Shire in all publications and marketing materials (through the use of the Shire Logo in all publications or wording such as "supported by the Shire of Dowerin" etc) ;
- ensure all publications and marketing materials are approved by the Shire prior to publication;
- ensure the Museum is available to visitors to a target of 1 day per month;
- attempt to make the Museum available for special events as agreed by the Shire and Committee including but not limited to; Dowerin Field Days; Wheatbelt Heritage Rail programmed visits; Market Days and general Community Events.
- ensure all fees collected to be expended on Museum activities, including collection, acquisition and maintenance, curatorial services and advice
- provide an Annual Report, including financial statements, to the Shire;
- the committee maintains a current register of all volunteers. The committee will support volunteers through providing them with training and encourage recruitment for new volunteers;
- attract visitors to the Museum by way of advertising attractions and through cooperation with other similar organizations;
- keep records of visitor numbers and postcodes;
- create and maintain appropriate documentation regarding items owned or loaned to the Museum as per the National Standards;
- continue to work towards maintaining appropriate condition reports for all items in the collections as per the National Standards; [the feasible note was just for me] [we need to say what the museum will do]

- ensures the Museum appropriately categorises the materials that best explains the various themes on display i.e. objects, publications, photographs, oral histories and other memorabilia;
- ensure the general cleanliness and upkeep of the building and grounds;
- report any maintenance requirements promptly to the Shire for consideration within the constraints of the Shire's budget.

Contacts:

The primary contacts for both parties will be:

Shire of Dowerin – Community Development and Economic Coordinator,
cdo@dowerin.wa.gov.au

Dowerin District Museum Committee – Dowerin District Museum Chairperson,
diane.hatwell@gmail.com

References:

In implementing this MoU, reference is to be made to the following documents:

- Museums Australia's 'National Standards for Australian Museums and Galleries'; and
- Shire of Dowerin Strategic Community Plan.

Effective dates and signatures

This MOU is effective from _____ (date of signing)

Signature

Dale Metcalf, Shire President, Shire of Dowerin

Signature

Diane Hatwell, Dowerin District Museum Committee

Emma Richards

From: Andrea Selvey
Sent: Friday, April 21, 2017 11:48 AM
To: Emma Richards
Subject: FW: 23 Hewitt Street Minnivale. Attention Adim Hajat

From: Shire of Dowerin
Sent: Tuesday, 18 April 2017 8:35 AM
To: Adim Hajat
Cc: Andrea Selvey
Subject: FW: 23 Hewitt Street Minnivale. Attention Adim Hajat

From: Keith Lethbridge (Land) [<mailto:Keith.Lethbridge@daa.wa.gov.au>]
Sent: Thursday, 13 April 2017 4:40 PM
To: Adim Hajat
Cc: Shire of Dowerin
Subject: 23 Hewitt Street Minnivale. Attention Adim Hajat

Dear People

Thanks for your letter dated 5 April 2017 (received today) regarding 23 Hewitt Street Minnivale.

I confirm that the price of \$15,000 is still acceptable to me.

If Council agrees, please go ahead and arrange the transfer when you are able, & if so, please advise me of what I have to do.

Kind regards,

Keith

Keith Lethbridge (Snr)
(Work) 6551 8123 | (Mob.) 04 3733 6296

Shire of Dowerin - Financial Review Action Plan March 2016

1 FINANCIAL SYSTEMS							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	COMMENT
1.1	HIGH	Staff training and mentoring	Staff training program developed	08-Apr-16	10000	Ongoing	Staff have completed a number of training courses offered by WALGA and Moore Stephens. See attached list of all training completed over the past 12 months.
1.2	HIGH	Bank Reconciliation undertaken and process in ITVision utilised	Develop and implement a process for monthly Bank Reconciliations to be undertaken, reviewed, certified and signed by senior officers.Get quotes from ITVision to set up and include in 2016/17 process for council consideration	01-Jul-16	2000TBC	In progress	Bank Rec Module installed however experiencing system errors. ITVision requested to fix errors 3 April. Staff trained in using the module March 2017. ITVision requested to remove incorrect data in bank reconciliation program to coincide with training.
1.3	HIGH	Processing of all payments via the creditors system.	All Payments (including credit card and direct debits) be processed through creditors system.	Completed	-	Completed	Procedure developed and implemented
1.4	HIGH	Monthly financial reports	Monthly financial reports to be upgraded to the Moore Stephens model.	30-May-16	2000	Completed	30 May 2016 - Moore Stephens core template for compliance introduced at 17 May Council meeting.
1.5	MEDIUM	Electronic purchase orders implemented	Electronic purchase order module be used.	15-Aug		Completed	Electronic purchase order module fully implemented and working well. ITVision electronic purchase order module has been purchased.
1.6	HIGH	Trust fund accounts	Correct and process trust fund accounts via Synergy Soft	15-Aug		In progress	1 July Northam Shire to take over AROC trust fund in new financial year. Staff training in process Trust Fund transactions
1.7	MEDIUM	Annual reports - staff training	See staff training program at 1.1	15-Aug		In progress	
1.8	LOW	Loan Module	Set up loan module in Synergy Soft	15-Aug		Completed	Loan module set up
2 ICT SYSTEMS							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	COMMENT
2.1	HIGH	Upgrade Server and MSOffice	Develop a PAM to determine ICT (Hardware and Software) requirements and replacement schedule (note Server replaced in Dec 2014 and upgraded in 2015)	01-Jul-16	TBC	In progress	30 May 16 - PAM Completed. New server or Cloud being considered in 2017/18 budget process. PCS working on PAM - Quotes will be sought in implementing the PAM and appropriate budget allocation sought via 2016/17 Budget process
2.2	HIGH	Upgrade Internet	Upgrade from ADSL1 to ADSL2+	30-Apr-16		Completed	30 May 2016 - Compleeted. Quotes being sourced from Internet Providers
2.3	HIGH	Review keyword system for F Drive	Complete review of keywords used to replace with corporate keywords rather than individual staff names	Jan-17	Feb-16	In progress	City of Nedlands support to move to Sharepoint for records management. Will be implemented by end May 2017. 30 June - Incorporated into Governance Coordinator position Review HR capacity and capability to undertake this task as part of review of structure
3 POLICIES AND PROCEDURES							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	COMMENT
3.1	HIGH	Council policies	Review all Council policies	Ongoing		In progress	Policies under review. Aim to present 2-4 each month to Council workshop
3.2	HIGH	Delegations	Review all delegations and take reviewed register to Council for formal consideration and adoption	Apr-17		In progress	Comprehensive re-write of Delegations register undertaken by WALGA. To be submitted formally to April Council meeting.
3.3	MEDIUM	Disbursement of funds	Develop and document procedures for all accounting practices and processes	Ongoing		In progress	Alll processes being reviewed as an ongoing task.

	3.4 HIGH	Cash handling	Develop procedures for cash handling	Jul-17		In progress	Procedures in place. Documentation commenced.
	3.5 MEDIUM	Asset Management Plans and procedures	Develop asset management plans and procedures	Dec-16		In progress	Asset Management Policy adopted by Council. Mapping and condition reporting commenced. As30 June - Works Tools being utilised for works planning.30 May 16 - New positions (Manager Assets and Works and Asset and Risk Officer) being proposed to Council as part of restructure. Review HR capacity and capability to undertake this task as part of review of structure. Some assistance from the DLGC confirmed on 8 April. DLGC consultants visiting Dowerin for one day workshop on 4 May.
	3.4 HIGH	Audit reporting to the Department	Ensure appropriate reporting by the Auditor to the Department			Completed	Auditor advised of this compliance requirement on the Auditor - not Shire responsibility
4 PAYMENT PROCEDURES							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	
4.1	LOW	Fund Accounts	Investigate merging three accounts into one for reporting in SynergySoft	Jun-17	2000	Not started	Discussed with Megan Shirt - low priority. Further action to be discussed and determined if necessary.
	4.2 LOW	Direct Debt	Investigate offering ratepayers direct debt as a less labour intensive process for staff and to ensure regular payments are made.	Jul-17			Low priority. Implement when resources permit.
	4.3 HIGH	Direct Credit reports	Develop and implement process for reports to be signed by authorising staff	Completed		Completed	Procedures reviewed and updated. Ongoing review as part of monthly internal control.
5 PAYMENTS REPORTING							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	
5.1	HIGH	Cheque and dollar reconciliations	Sequences included in list presented to Council	May-16		Completed	Implemented
	5.2 HIGH	Certification of payments	Certification signed by preparer and supervisor included in list presented to Council	May-16		Completed	Implemented
6 FINANCIAL REPORTS							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	
6.1	HIGH	Monthly reports	Implement Moore Stephens template and review process for determining materiality level annually	May-16		Completed	Duplicate - See Item 1.4 above
	6.2 HIGH	Annual Financial Reports	Complete 2014/15 Annual reports asap	07-May	4500	Completed	Audit report received by Council on 21 June and presented to Annual Electors Meeting on 30 June. 15 June 16 - Annual Report Completed and being presented to Audit Committee on 15 June with view to presenting to Council on 21 June. Underway with aim to present to Council on 17 May at Council Meeting
	6.3 HIGH	Mid Year Budget Review	Ensure compliance with legislation to complete review by end April.	19-Apr		Completed	30 April - Completed and submitted to the Dept on time to achieve compliance. Underway with aim to present to Council on 19 April at Council Meeting
7 SYSTEMS REVIEW - INTERNAL CONTROLS							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	
7.1	HIGH	Rating System	Develop, document and implement procedures for reconciliations and end of month reporting	Dec-16		Not started	Some procedures in place. Review of all procedures underway to ensure currency and creating a central database. New governance coordinator will have records management as a key priority.
	7.2 HIGH	Procedures for Creditor Payment System	Develop, document and implement procedures for reconciliations and end of month reporting	Dec-16		Not started	Review HR capacity and capability to undertake this task as part of review of structure
	7.3 HIGH	Procedures for Debtors System	Develop, document and implement procedures for reconciliations and end of month reporting	Dec-16		Not started	Review HR capacity and capability to undertake this task as part of review of structure
	7.4 HIGH	Procedures for Cash Receipting System	Develop, document and implement procedures for banking ensuring review by Senior Officer	May-16		Completed	Procedure developed
	7.5 HIGH	Procedures for Payroll System	Develop, document and implement procedures for fortnightly audit of payroll system	May-16		In progress	Procedure being following - requires documentation
	7.6 HIGH	Payroll System	Review on-cost charge process in payroll parameters	May-16		In progress	Review carried out as part of setting the 2016/17 budget. Monitor and review in September 2016
8 COMPLIANCE WITH STATUTORY RQUIREMENTS							
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS	

8.1	HIGH	Workforce Plan	Review and update	Jul-17	In progress	30 May 2016 - Negotiating with LGIS to assist with this. Review HR capacity and capability to undertake this task as part of review of structure. Complementary service by LGIS.
8.2	HIGH	Asset Management Plans	Prepare asset management plans in accordance with IPR	As per Dept. guidelines fro different classes of assets	In progress	Duplicate - see 3.5 above.
8.3	HIGH	Long Term Financial Plan	Develop LTFP in accordance with IPR	Jun-17	In progress	Assumptions and financial strategies discussed at April 2017 Council workshop.
9 GENERAL						
ITEM NUMBER	PRIORITY	ITEM	ACTION	TIMEFRAME	COST	STATUS
9.1	HIGH	Audit Committee	Undertake review under Audit Regulation 17 for risk management	Jul-16		Completed
9.2	HIGH	Audit Committee	Audit Committee establish timetable for CEO review on compliance, risk and internal controls	Aug-16		Completed
9.3	HIGH	Position Descriptions	Review and update all position descriptions	Jul-16		In progress
9.4	HIGH	Elected Member Training	Elected Member Training programme developed	08-Apr-16	12,000	Completed/ongoing
9.5	HIGH	Auditor	Review contract for Auditors	01-May-16		Completed

PROBITY REPORT ACTIONS

Recommendation Number	Priority	Recommendation	Actions	Timeframe	Cost \$ and Staff resources	Status	Comment/notes
1	High	Review of Delegations Register	Consult with WALGA and then workshop with Council. After workshop formally present to Council via an agenda item	Dec-16	\$0/ 20 hours	In progress	Delegations presented to March Council meeting. Deferred until April Council meeting. Review underway; workshop with Councillors scheduled on 18 October
2	High	Register of Financial Interests	Councillor training on making declarations of interest. Ensure trigger in corporate calendar for annual returns; forms on councillor desks at council and committee meetings; and call for declarations of interest in all agendas and verbally made at every meeting. Register commenced.	Oct-16	\$0/38hours per annum approx	Initial actions completed; ongoing monitoring by Governance team and CEO	Training provided by WALGA; Governance Officer has reminder in corporate calendar for annual returns. Meeting agendas include section for declarations
3	High	Agendas and minutes	Training with WALGA on decision-making for elected members; staff training in preparing agendas and minutes; internal peer review of agenda items; seek DLGC advice and review of difficult agenda items.	Jun-17	\$1000/30 hours staff training; ongoing approx 150 hours per annum review	In progress	Taining of elected members completed. Staff training to be scheduled to take place asap. Peer review process commenced; advice from DLGC commenced.
4 High 5 High		Financial interest returns Disposal of property	See item 2 above Develop procedure for all staff to follow; training in procedure for relevant staff; procedure saved in corporate procedure manual	Mar-17	\$0/20 hours	Not started	
6	High	Policy review	Review current policies; research policies from other similar sized local governments; Develop a list of key policies and liaise with DLGC to ensure list covers all mandatory and recommended policies. Provide draft policies to DLGC and/or WALGA for review.	Jun-17	\$0/150 hours staff time approx	In progress	In progress. Several policies have been presented to Council with several yet to be developed and progressed.
7	high	Purchasing policy review	Review current policy against Reg 11A and include procedures; conduct staff training session on the policy and procedure. Monitor expenditure to ensure it is compliant with policy and procedure	Feb-17	\$0/15 hours initially to review policy/procedure and train staff; 100 hours per annum ongoing monitoring	Completed	New policy adopted by Council 28 March 2017. Follows the WALGA model policy. Staff training in procurement to be scheduled.



Shire of Dowerin

Code of Conduct

For Council Members, Committee Members and Employees



PREAMBLE

The Model Code of Conduct provides Council Members, Committee Members and employees in Local Government with consistent guidelines for an acceptable standard of professional conduct. The Code addresses in a concise manner the broader issue of ethical responsibility and encourages greater transparency and accountability in individual Local Governments.

The Model Code is complementary to the principles adopted in the Local Government Act and Regulations which incorporates four fundamental aims to result in:

- (a) better decision-making by local governments;*
- (b) greater community participation in the decisions and affairs of local governments;*
- (c) greater accountability of local governments to their communities; and*
- (d) more efficient and effective local government.*

The Code provides a guide and a basis of expectations for Council Members, Committee Members and employees. It encourages a commitment to ethical and professional behaviour and outlines principles in which individual and collective Local Government responsibilities may be based.

STATUTORY ENVIRONMENT

The Model Code of Conduct observes statutory requirements of the Local Government Act 1995 (S 5.103 – Codes of Conduct) and Local Government (Administration) Regulations 1996 (Regs 34B and 34C).

RULES OF CONDUCT

Council Members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with prescribed rules of conduct as described in the Local Government Act 1995 and Local Government (Rules of Conduct) Regulations 2007.

1. ROLES

1.1 Role of Council Member

The primary role of a Council Member is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future for the Local Government will be the focus of the Council Member's public life.

The Role of Council Members as set out in S 2.10 of the Local Government Act 1995 follows :

“A Councillor —

- (a) Represents the interests of electors, ratepayers and residents of the district;*
- (b) provides leadership and guidance to the community in the district;*
- (c) facilitates communication between the community and the council;*
- (d) participates in the local government's decision-making processes at council and committee meetings; and*



(e) performs such other functions as are given to a Councillor by this Act or any other written law.”

A Council Member is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives. In fulfilling the various roles, Council Members activities will focus on:

- achieving a balance in the diversity of community views to develop an overall strategy for the future of the community;
- ensuring that the wider goals and priority outcomes of the broader community are the focus of decisions, despite any impact on personal circumstances;
- achieving sound financial management and accountability in relation to the Local Government's finances;
- ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
- working with other governments and organisations to achieve benefits for the community at both a local and regional level;
- having an awareness of the statutory obligations imposed on Council Members and on Local Governments.

In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

1.2 Role of Employees

The role of employees is determined by the functions of the CEO as set out in S 5.41 of the Local Government Act 1995 : -

“The CEO's functions are to —

- (a) advise the council in relation to the functions of a local government under this Act and other written laws;*
- (b) ensure that advice and information is available to the council so that informed decisions can be made;*
- (c) cause council decisions to be implemented;*
- (d) manage the day to day operations of the local government;*
- (e) liaise with the mayor or president on the local government's affairs and the performance of the local government's functions;*
- (f) speak on behalf of the local government if the mayor or president agrees;*
- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to S 5.37(2) in relation to senior employees);*
- (h) ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and*
- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO.”*



1.3 Role of Council

The Role of the Council is in accordance with S 2.7 of the Local Government Act 1995:

“(1) The council —

- (a) governs the local government’s affairs; and*
- (b) is responsible for the performance of the local government’s functions.*

(2) Without limiting subsection (1), the council is to —

- (a) oversee the allocation of the local government’s finances and resources; and*
- (b) determine the local government’s policies.”*

1.4 Principles affecting the employment of employees by the City

The following principles, set out in section 5.40 of the Act, apply to the employment of the City’s employees:

- (a) employees are to be selected and promoted in accordance with the principles of merit and equity; and*
- (b) no power with regard to matters affecting employees is to be exercised on the basis of nepotism or patronage; and*
- (c) employees are to be treated fairly and consistently; and*
- (d) there is to be no unlawful discrimination against employees or persons seeking employment by the City on a ground referred to in the Equal Opportunity Act 1984 or on any other ground; and*
- (e) employees are to be provided with safe and healthy working conditions in accordance with the Occupational Safety and Health Act 1984; and*
- (f) such other principles, not inconsistent with this Division, as may be prescribed.*

1.5 Relationships between Council Members and Employees

An effective Councillor will work as part of the Council team with the Chief Executive Officer and other members of staff. That teamwork will only occur if Council Members and employees have a mutual respect and co-operate with each other to achieve the Council’s corporate goals and implement the Council’s strategies. To achieve that position, Council Members need to observe their statutory obligations which include, but are not limited to, the following –

- accept that their role is a leadership, not a management or administrative one;
- acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
- refrain from publicly criticising employees in a way that casts aspersions on their professional competence and credibility.



2. CONFLICT AND DISCLOSURE OF INTEREST

2.1 Conflict of Interest

- (a) Council Members, Committee Members and employees will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- (b) Employees will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Local Government, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- (c) Council Members, Committee Members and employees will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing in land within the local government district or which may otherwise be in conflict with the Council's functions (other than purchasing the principal place of residence).
- (d) Council Members, Committee Members and employees who exercise a recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.
- (e) Employees will refrain from partisan political activities which could cast doubt on their neutrality and impartiality in acting in their professional capacity. An individual's rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination and this is supported by anti-discriminatory legislation.

2.2 Financial Interest

Council Members, Committee Members and employees will adopt the principles of disclosure of financial interest as contained within the Local Government Act.

2.3 Disclosure of Interest

Definition :

In this clause, and in accordance with Regulation 34C of the Local Government (Administration) Regulations 1996 -

"interest" means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

- (a) A person who is an employee and who has an interest in any matter to be discussed at a Council or Committee meeting attended by the person is required to disclose the nature of the interest -
 - (i) in a written notice given to the CEO before the meeting; or
 - (ii) at the meeting immediately before the matter is discussed.



(b) A person who is an employee and who has given, or will give, advice in respect of any matter to be discussed at a Council or Committee meeting not attended by the person is required to disclose the nature of any interest the person has in the matter -

- (i) in a written notice given to the CEO before the meeting; or
- (ii) at the time the advice is given.

(c) A requirement described under items (a) and (b) exclude an interest referred to in Section 5.60 of the Local Government Act 1995.

(d) A person is excused from a requirement made under items (a) or (b) to disclose the nature of an interest if -

- (i) the person's failure to disclose occurs because the person did not know he or she had an interest in the matter; or
- (ii) the person's failure to disclose occurs because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person discloses the nature of the interest as soon as possible after becoming aware of the discussion of a matter of that kind.

(e) If a person who is an employee makes a disclosure in a written notice given to the CEO before a meeting to comply with requirements of items (a) or (b), then -

- (i) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
- (ii) immediately before a matter to which the disclosure relates is discussed at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present.

(f) If -

- (i) to comply with a requirement made under item (a), the nature of a person's interest in a matter is disclosed at a meeting; or
- (ii) a disclosure is made as described in item (d)(ii) at a meeting; or
- (iii) to comply with a requirement made under item (e)(ii), a notice disclosing the nature of a person's interest in a matter is brought to the attention of the persons present at a meeting, the nature of the interest is to be recorded in the minutes of the meeting.



3. PERSONAL BENEFIT

3.1 Use of Confidential Information

Council Members, Committee Members and employees shall not use confidential information to gain improper advantage for themselves or another person or body in ways which are inconsistent with their obligation to act impartially and in good faith, or to improperly cause harm, detriment or impairment to any person, body, or the Council.

Due discretion shall be exercised by all those who have access to confidential or sensitive information. Every matter dealt with by, or brought before, a meeting sitting behind closed doors, shall be treated as strictly confidential, and shall not without the authority of the Council be disclosed to any person other than the Council members and/or employees of the City (and in the case of employees only so far as may be necessary for the performance of their duties) prior to the discussion of the matter at a meeting of the Council held with open doors.

Nothing in this section prevents a Council member or officer from disclosing confidential information:

- to a legal practitioner for the purpose of obtaining legal advice; or
- if the disclosure is permitted by law.

3.2 Intellectual Property

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Local Government upon its creation unless otherwise agreed by separate contract.

3.3 Improper or Undue Influence

Council Members and employees will not take advantage of their position to improperly influence other Council Members or employees in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

Council Members, Committee Members and employees shall not take advantage of their position to improperly influence any other person in order to gain undue or improper (direct or indirect) advantage or gain, pecuniary or otherwise, for themselves or for any other person or body. Similarly, Council members, committee members and employees shall not take advantage of their positions to improperly disadvantage or cause detriment to the local government or any other person.



3.4 Gifts - Employees

Definitions :
In this clause, and in accordance with Regulation 34B of the Local Government (Administration) Regulations 1996 -
“activity involving a local government discretion” means an activity -
(a) that cannot be undertaken without an authorisation from the local government; or
(b) by way of a commercial dealing with the local government;
“gift” has the meaning given to that term in S 5.82(4) except that it does not include -
(a) a gift from a relative as defined in S 5.74(1); or
(b) a gift that must be disclosed under Regulation 30B of the Local Government (Elections) Regulations 1997; or
(c) a gift from a statutory authority, government instrumentality or non-profit association for professional training;
“notifiable gift”, in relation to a person who is an employee, means -
(a) a gift worth between \$50 and \$300; or
(b) a gift that is one of 2 or more gifts given to the employee by the same person within
a period of 6 months that are in total worth between \$50 and \$300;
“prohibited gift”, in relation to a person who is an employee, means -
(a) a gift worth \$300 or more; or
(b) a gift that is one of 2 or more gifts given to the employee by the same person within
a period of 6 months that are in total worth \$300 or more.

(a) A person who is an employee is to refrain from accepting a prohibited gift from a person who -

- (i) is undertaking or seeking to undertake an activity involving a local government discretion; or
- (ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion.

(b) A person who is an employee and who accepts a notifiable gift from a person who -
(i) is undertaking or seeking to undertake an activity involving a local government discretion; or
(ii) it is reasonable to believe is intending to undertake an activity involving a local government discretion,

is to notify the CEO, in accordance with item (c) and within 10 days of accepting the gift, of the acceptance.

(c) The notification of the acceptance of a notifiable gift must be in writing and include -
(i) the name of the person who gave the gift; and
(ii) the date on which the gift was accepted; and
(iii) a description, and the estimated value, of the gift; and
(iv) the nature of the relationship between the person who is an employee and the person who gave the gift; and



(v) if the gift is a notifiable gift under paragraph (b) of the definition of “notifiable gift” (whether or not it is also a notifiable gift under paragraph (a) of that definition) –

- (1) a description; and
- (2) the estimated value; and
- (3) the date of acceptance,

of each other gift accepted within the 6 month period.

(d) The CEO is to maintain a register of notifiable gifts and record in it details of notifications given to comply with a requirement made under item (c).

(e) This clause does not apply to gifts received from a relative (as defined in S 5.74(1) of the Local Government Act) or an electoral gift (to which other disclosure provisions apply).

(f) This clause does not prevent the acceptance of a gift on behalf of the local government in the course of performing professional or ceremonial duties in circumstances where the gift is presented in whole to the CEO, entered into the Register of Notifiable Gifts and used or retained exclusively for the benefit of the local government.

4. CONDUCT OF COUNCIL MEMBERS, COMMITTEE MEMBERS AND EMPLOYEES

4.1 Personal Behaviour

(a) Council Members, Committee Members and employees will:

- (i) act, and be seen to act, properly and in accordance with the requirements of the law and the terms of this Code;
- (ii) perform their duties impartially and in the best interests of the Local Government uninfluenced by fear or favour;
- (iii) act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interests of the Local Government and the community;
- (i) make no allegations which are improper or derogatory (unless true and in the public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
- (ii) always act in accordance with their obligation of fidelity to the Local Government.

(b) Council Members will represent and promote the interests of the Local Government, while recognising their special duty to their own constituents.



4.2 Honesty and Integrity

Council Members, Committee Members and employees will:

- (a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- (b) bring to the notice of the Mayor/President any dishonesty or possible dishonesty on the part of any other member, and in the case of an employee to the Chief Executive Officer.
- (c) be frank and honest in their official dealing with each other.

4.3 Performance of Duties

- (a) While on duty, employees will give their whole time and attention to the Local Government's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Local Government.
- (b) Council Members and Committee Members will at all times exercise reasonable care and diligence in the performance of their duties, being consistent in their decision making but treating all matters on individual merits. Council members and committee members will be as informed as possible about the functions of the Council, and treat all members of the community honestly and fairly.

4.4 Compliance with Lawful Orders

- (a) Council Members, Committee Members and employees will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution can not be achieved, with the Chief Executive Officer.
- (b) Council Members, Committee Members and employees will give effect to the lawful decisions and policies of the Local Government, whether or not they agree with or approve of them.
- (c) When a decision has been effected by a majority decision of Council, all Councillors, whether they supported the decision or not, must respect the decision of Council.

4.5 Administrative and Management Practices

Council Members, Committee Members and employees will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.



4.6 Corporate Obligations

(a) Standard of Dress

Council Members, Committee Members and employees are expected to comply with neat and responsible dress standards at all times. Accordingly –

- (i) Council Members and Committee Members will dress in a manner appropriate to their position, in particular when attending meetings or representing the Local Government in an official capacity.
- (ii) Management reserves the right to adopt policies relating to corporate dress and to raise the issue of dress with individual employees.

(b) Communication and Public Relations

- (i) All aspects of communication by employees (including verbal, written or personal), involving the Local Governments activities should reflect the status and objectives of that Local Government. Communications should be accurate, polite and professional.
- (ii) As a representative of the community, Council Members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of the Council. In doing so Council Members should acknowledge that:
 - as a member of the Council there is respect for the decision making processes of the Council which are based on a decision of the majority of the Council;
 - information of a confidential nature ought not be communicated until it is no longer treated as confidential;
 - information relating to decisions of the Council on approvals, permits and so on ought only be communicated in an official capacity by a designated officer of the Council;
 - information concerning adopted policies, procedures and decisions of the Council is conveyed accurately.

(iii) Committee Members accept and acknowledge it is their responsibility to observe any direction the Local Government may adopt in terms of advancing and promoting the objectives of the Committee to which they have been appointed.

4.7 Appointments to Committees

As part of their representative role Council Members are often asked to represent the Council on external organisations. It is important that Council Members :

- clearly understand the basis of their appointment; and
- provide regular reports on the activities of the organisation.



5. DEALING WITH COUNCIL PROPERTY

5.1 Use of Local Government Resources

Council Members and employees will:

- (a) be scrupulously honest in their use of the Local Government's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- (b) use the Local Government resources entrusted to them effectively and economically in the course of their duties; and
- (c) not use the Local Government's resources (including the services of Council employees) for private purposes (other than when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

5.2 Travelling and Sustenance Expenses

Council Members, Committee Members and employees will only claim or accept travelling and sustenance expenses arising out of travel-related matters which have a direct bearing on the services, policies or business of the Local Government in accordance with Local Government policy, awards and the provisions of the Local Government Act.

5.3 Access to Information

- (a) Employees will ensure that Council Members are given access to all information necessary for them to properly perform their functions and comply with their responsibilities.
- (b) Council Members will ensure that information provided will be used properly and to assist in the process of making reasonable and informed decisions on matters before the Council.



USE OF SHIRE PROPERTY BY EMPLOYEES POLICY

Policy Owner:	CEO
Distribution:	All employees and Elected members
Person Responsible:	CEO
Date of Approval:	
File Reference:	
Objective	To ensure that employees utilising the Shire of Dowerin equipment outside of working hours do so with the requisite permission, understand and accept the risks and their responsibilities to care for the equipment.
Legislation	Local Government Act 1995 - Sect 5.103 – Code of Conduct
Policy Statement	<p>The Shire of Dowerin is willing to permit employees to use equipment outside working hours subject to the provisions of this policy.</p> <p>REQUEST</p> <p>An employee wishing to borrow or use Shire property outside of working hours must request the use in writing to the Manager/Supervisor in charge of the equipment stating:</p> <ul style="list-style-type: none">▪ the equipment required;▪ the purpose; and• duration, specifying a return date. <p>Employees must obtain written permission from the Chief Executive Officer or the Manager responsible for the equipment by completing the required form.</p> <p>If permission is granted, it is the responsibility of that employee to coordinate with the supervisor of that equipment to avoid any disruption/negative impact on the conducting of regular business.</p> <p>The Chief Executive Officer or Manager, having regard to the significance of the cost to the Shire of Dowerin, will decide on a case by case basis whether any contribution is required for consumables used e.g. electricity, paper, oil, blades and fuel.</p> <p>The Manager/Supervisor is to maintain a record of the equipment removed from the Shire of Dowerin, including dates take and returned, name and signature of employee borrowing equipment and a note on condition before and after use.</p>

RESTRICTION ON USE

Use of the Shire of Dowerin equipment is restricted to personal use only and shall not be used for personal gain or reward in connection with a business or secondary employment. The use of any plant or equipment that the employee has not been trained or skilled in the use of is strictly prohibited.

RESPONSIBILITY FOR USE

Persons utilising equipment will be held responsible for the loss of or damage to such items.

It is the responsibility of the borrower to ensure that the use of any equipment is done so in a responsible manner so to avoid damage or misuse of the equipment.

The Shire of Dowerin does not take any responsibility for the equipment in relation to breakdowns, faults or mishaps that may occur whilst being borrowed or used.

It is the responsibility of the borrower, to ensure that any equipment or plant is stored in a secure location when not in use and not left unattended for extended periods of time.

Where plant or equipment is required to be towed by a private vehicle, it is the responsibility of the borrower to ensure that the vehicle has the capacity to handle the additional towing load to avoid damage to the equipment. All equipment is required to be secured when transported.

Contravention of this policy may preclude the employee from any further private usage equipment and/or financial penalties for misuse or damage. In serious circumstances, breach of this policy may result in disciplinary action being taken against the individual concerned.

Some plant or equipment may emit a high amount of noise when in use, so consequently it is the responsibility of the borrower that when operating the equipment, it must be done at a responsible hour and day in accordance with Environment Health Guidelines to avoid excessive noise in residential areas.

INSURANCE

No personal use insurance shall be provided, therefore any damage incurred during use will be the financial and legal responsibility of the employee borrowing the equipment.

The Shire of Dowerin will not be responsible for any other insurance including public liability, personal injury insurance or home/content insurance associated with the operation or storage of the equipment whilst borrowed.

SHIRE OF DOWERIN IMAGE

It must be acknowledged by all borrowers that the Shire of Dowerin's equipment may be clearly marked with the Shire of Dowerin's logo. Therefore when equipment is used outside business hours for personal use, it may still be considered by the general public as being a Shire activity and consequently must be used in a responsible manner.

Roles & Responsibilities

ROLES AND RESPONSIBILITIES

Chief Executive Officer

- Ensure that consent for use of Shire of Dowerin equipment is not unreasonably withheld; and
- To ensure the implementation of this policy.

Senior Managers

- Ensure new employees are aware of this policy; and
- Ensure that an accurate record of borrowed items is maintained.

Employees

- Ensure they comply with the requirements of this policy.

Other Relevant Legislation Policies and Documents

Review trigger:

This policy will be reviewed when any of the following occur:

1. The related legislation/documents are amended or replaced.
2. Other circumstances as determined from time to time by a resolution of Council
3. Periodic Review – 2 years from date of adoption.

Policy Adoption and Amendment History



Policy Advertising History

Advertisement Date

Advertisement Location



AFTER HOURS USE OF SHIRE EQUIPMENT FORM

Employee Name:.....

Department/Section:.....

Signature of Supervisor:

DETAILS OF EQUIPMENT/PLANT TO BE UTILISED:

Date	Issued By	Make	Model	Serial No	Date Returned	Returned to (Name)

I hereby acknowledge that I have read and understood the Shire of Dowerin's policy in respect of employee use of the Shire plant and equipment outside of working hours.

I declare that I am trained / skilled in the use of plant/equipment detailed above and hold the necessary licences.

Signature of Employee:Date: ____ / ____ / ____



SAFETY BONUS SCHEME POLICY

Policy Type:	Council Policy
Policy Owner:	CEO
Distribution:	Management
Person Responsible:	
Date of Approval:	
File Reference:	
Objective	The Shire of Dowerin considers its employees to be its most valuable assets and this policy aims to provide a clear, transparent and equitable system to assist in the teamwork implementation of safety processes and procedures, as far as reasonably practical, to ensure a working environment that is safe and without risk to the health of its employees.
Legislation	Occupational Safety and Health Act 1984 (specifically Part III, Section 19)
Policy Statement	<p>To support a culture of safety and health, the Shire of Dowerin will commit to providing a Monthly Safety Bonus Scheme. The scheme offers a monthly bonus payment of \$50.00 to all outside staff, subject to the following eligibility criteria being satisfied:</p> <p>Eligibility: Success Criteria The Safety Bonus Scheme is payable in response to a calendar month that is free from:</p> <ul style="list-style-type: none">• Personal injury;• Workplace accidents that result in lost time injuries;• Avoidable damage to machinery;• Avoidable damage to vehicles; and• Where all required OSH documentation has been completed to a satisfactory standard as per Supervisor's direction (including but not limited to Risk assessments, SWIMS, Take 5s, Pre-start checklists). <p>This bonus is part of a suite of initiatives that aims to improve safety of staff and adherence to OSH requirements by outside staff that includes:</p> <ul style="list-style-type: none">• Inclusion of OSH as a formal requirement within Position Descriptions; OSH Training for all staff;• Adherence to OSH requirements as part of the annual formal performance review process;• Monthly tool box meetings;• A formal OSH Committee;• Ongoing review of OSH policies and procedures. <p>If any employee is found to be in breach of the Incident Reporting Requirements specified in this policy, in order to receive payment of this Safety Bonus, they will be subject to disciplinary action.</p>

Roles & Responsibilities

Chief Executive Officer

To ensure equitable and transparent application of this policy.

Assets and Works Manager

To ensure all outside staff are aware of this policy and understand its implications; and

To monitor and access adherence to policy requirements.

Employees

To ensure they comply with the requirements of this policy.

Other Relevant Policies and Documents

9.4 Occupational Safety and Health Key Performance Indicators

Work Procedures

Review trigger:

This policy will be reviewed when any of the following occur:

1. The related legislation/documents are amended or replaced.
2. Other circumstances as determined from time to time by a resolution of Council
3. Periodic Review – 2 years from date of adoption.

Policy Adoption and Amendment History





ROAD NETWORK SUPPLIES FROM LANDOWNERS IN EXCHANGE FOR WORK POLICY

Policy Owner:	CEO
Distribution:	All employees
Person Responsible:	
Date of Approval:	
File Reference:	
Objective	To recognise the mutual benefit of entering into agreements with rural landowners to assist in the maintenance and construction of the rural road network through the supply of road base materials including gravel and sand, and make sure that such arrangements are transparent and comply with the Shire's obligations under sections 3.21 and 3.22 of the Local Government Act 1995.
Legislation	Local Government Act 1995
Policy Statement	<p>BACKGROUND</p> <p>Council has for many years had informal arrangements with some landowners in rural areas of the Region with respect to the following:</p> <ul style="list-style-type: none">○ Extracting gravel or sand from the property for road maintenance/construction purposes;○ Parking major plant overnight for efficiency and security reasons. <p>As a gesture of goodwill, Council usually carries out some road works or other earthworks within the landowner's property.</p> <p>POLICY</p> <ol style="list-style-type: none">1. In circumstances where a property owner makes road base material including gravel or sand available to Council, Council will prepare a formal agreement. In exchange for the road base materials, the Shire of Dowerin may, as a gesture of goodwill, carry out road works or earthworks within the landowner's property only to the extent of providing commensurate compensation in accordance with s.3.22 of the Local Government Act 1995.2. The value of compensating road / earth works provided by the Shire to a property owner will be calculated on the basis of \$1.00 per each m3 of material extracted from the private property to facilitate Shire works. This value cannot be converted to a cash payment.

3. The works to be carried out within the landowner's property will be negotiated at the time of making the formal agreement. The works to be completed will be commensurate to the quantum of roadwork material obtained and will be carried out within 12 months of the agreement being reached, unless a an additional 12 months is agreed in writing between both parties.
4. Any arrangements for work/maintenance/repairs on the property as a result of the gravel extraction process will be covered in the formal agreement. Any agreement will be in writing signed by the Chief Executive Officer or the Works Manager.

Roles & Responsibilities

CEO

To ensure equitable and transparent application of this policy.

Assets and Works Manager

To ensure appropriate communication of this policy to all relevant stakeholders prior to entering into agreements.

Other Relevant Legislation Policies and Documents

Work Procedures

Nil

Review trigger:

This policy will be reviewed when any of the following occur:

1. The related legislation/documents are amended or replaced.
2. Other circumstances as determined from time to time by a resolution of Council
3. Periodic Review – 2 years from date of adoption.

Policy Adoption and Amendment History

Policy Advertising History

Advertisement Date

Advertisement Location



Siding Connection Agreement (Wheatbelt Heritage Rail Project)

Brookfield Rail Pty Ltd
ABN 42 094 721 301

Shire of Dowerin
ABN 35 939 977 194

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Siding Connection Agreement

Date ►

2017

Between the parties

BR

Brookfield Rail Pty Ltd

ABN 42 094 721 301

Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Siding Owner

Shire of Dowerin

ABN 35 939 977 194

13 Cotterall Street, Dowerin, Western Australia 6461

Background

1. BR acts as agent of the Network Lessee in relation to the Network Lessee's rights under the Government Lease concerning the Corridor Land and the Network.
 2. BR is entitled to grant third parties the right to connect a siding to the Network.
 3. At the Siding Owner's request, BR has agreed to:
 - (a) grant to the Siding Owner the right to connect the Siding to the Network;
 - (b) provide the Maintenance Services in relation to the Connection Infrastructure; and
 - (c) perform the Replacement Works,on the terms and conditions set out in this Agreement.
-

The parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Agreement** means this document, including any schedules, diagrams and annexures to it.
- (2) **Authorisations** includes all approvals, consents, authorities, licences, permits and any other similar things required whether under any Law or as a result of the requirements of any Government Agency.
- (3) **BR** means Brookfield Rail Pty Ltd ABN 42 094 721 301.
- (4) **BR Indemnified Parties** means:
 - (a) BR and its Personnel; and
 - (b) each Related Body Corporate of BR and their Personnel.
- (5) **BR Land** means any area of land owned, occupied, leased or otherwise controlled by BR or any of its Related Bodies Corporate, including land gazetted as rail corridor.
- (6) **BR Network Rules** means the Brookfield Rail Network Safeworking Rules and Procedures issued in accordance with BR's safety management system approved under Part 3 Division 6 of the Rail Safety National Law together with any amendments, deletions or additions made in accordance with the safety management system and all policies and notices issued by BR for the purpose of ensuring the safe use of the Network.
- (7) **Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public or bank holiday.
- (8) **Category 1 Maintenance Charge** means the charge for the Category 1 Maintenance Services calculated in accordance with Item 6(1) of Schedule 1.
- (9) **Category 2 Maintenance Charge** means the charge for the Category 2 Maintenance Services calculated in accordance with Item 6(2) of Schedule 1.
- (10) **Category 3 Maintenance Charge** means the charge for the Category 3 Maintenance Services calculated in accordance with Item 6(3) of Schedule 1.
- (11) **Category 1 Maintenance Services** means the maintenance services described in Item 5(1) of Schedule 1.
- (12) **Category 2 Maintenance Services** means the maintenance services described in Item 5(2) of Schedule 1.
- (13) **Category 3 Maintenance Services** means the maintenance services described in Item 5(3) of Schedule 1.
- (14) **Civil Infrastructure** means the rail track and associated rail infrastructure which connects the Siding to the Network, including any one or more of:

- (a) a point in otherwise continuous rail track which is taken to mark the end of the Network and the beginning of the Siding;
- (b) a rail track turnout (from the leading overhang of the turnout to the last common bearer of the turnout); or
- (c) a rail track turnout (from the leading overhang of the turnout to a defined catch point or other specific point),

as shown or identified in Schedule 2.

- (15) **Claim** means any claim, demand, action, proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or any other basis.
- (16) **Commencement Date** means the date specified in Item 2 of Schedule 1.
- (17) **Communications and Signalling Infrastructure** means the communications and signalling infrastructure shown or identified in Item 2 of Schedule 2.
- (18) **Completion** has the meaning set out in clause 8.3.
- (19) **Completion Date** means the date on which Completion is deemed to occur under clause 8.3(1).
- (20) **Confidential Information** means in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:
 - (a) is by its nature confidential;
 - (b) stated in this Agreement to be confidential;
 - (c) is designated by the disclosing party as being confidential; or
 - (d) the receiving party knows or ought to know is confidential,
 but excludes information which:
 - (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;
 - (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
 - (g) has been independently developed or acquired by the receiving party.
- (21) **Connection Infrastructure** means the:
 - (a) Civil Infrastructure; and
 - (b) Communications and Signalling Infrastructure.

- (22) **Consequential Loss** means any indirect or consequential loss, including any loss of or damage to any product (including the Siding Owner's product), loss of contract, loss of profit, economic loss (except to the limited extent set out below in this definition), loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, loss of revenue, any port, shipping or demurrage costs or fees, or any special, indirect or consequential loss or damage (except to the limited extent set out below in this definition), howsoever arising and whether in any action in contract, tort (including negligence), in equity, product liability, under statute or any other basis but does not include:
- (a) in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims;
 - (b) the Siding Owner's liability to pay BR any amount expressly provided for in this Agreement; or
 - (c) any loss, damage or cost arising out of or in connection with fraud or Wilful Default.
- (23) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (24) **Corridor Land** means land designated as corridor land under Part 3 of the *Rail Freight System Act 2000* (WA).
- (25) **Default Rate** means, at a relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 5% per annum.
- (26) **Dollars, A\$ and \$** means the lawful currency of the Commonwealth of Australia.
- (27) **Expiry Date** means 24:00 hours on the last day of the Term.
- (28) **Force Majeure** means any cause, event or circumstance (or combination of causes, events and circumstances) which:
- (a) is beyond the reasonable control of the party claiming force majeure;
 - (b) prevents the affected party from performing its obligations under this Agreement; and
 - (c) cannot be prevented, overcome or remedied by the exercise by the party affected of a reasonable standard of care and diligence,
- including the following causes, events and circumstances:
- (d) an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide or adverse weather conditions;
 - (e) any statewide or nationwide industrial dispute not caused by or contributed to by the party claiming force majeure;
 - (f) an act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic;

- (g) the effect of any applicable Laws or enforcement actions of any court or Government Agency which occur after the date of this Agreement and which could not reasonably have been foreseen by the party claiming force majeure;
- (h) embargo or power shortage; and
- (i) the catastrophic failure of, or the breakdown of or accident or other damage to plant or machinery,

but excluding:

- (j) lack of funds;
 - (k) financial hardship;
 - (l) loss of customers or loss of market share;
 - (m) the failure of, or the breakdown of or other damage to plant, machinery or infrastructure other than as a direct result of a cause, event or circumstance set out in paragraphs (d) or (f); or
 - (n) industrial disputes other than state-wide or nationwide industrial disputes.
- (29) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.
- (30) **Government Lease** means, as the context requires, the:
- (a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties; or
 - (b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties.
- (31) **GST** means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
- (32) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation.
- (33) **Interface Agreement** means an interface agreement required to be entered into between BR and the Siding Owner in accordance with the Rail Safety Laws.
- (34) **Insolvency Event** means the occurrence of any of the following events in relation to a party:
- (a) a judgment in an amount exceeding \$1,000,000 is obtained against the party or any distress, attachment, execution or other process of a Government Agency in an amount exceeding \$1,000,000 is issued against, levied or enforced on any of the party's assets and is not set aside or satisfied within fourteen (14) days or appealed against within the period permitted by the rules of the relevant court;

- (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act;
- (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;
- (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;
- (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within fourteen (14) days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
- (f) the party is deregistered or any steps are taken to deregister the party, under the Corporations Act;
- (g) the party ceases to carry on business; or
- (h) anything analogous or having a substantially similar effect to any of the events described above happens in connection with that party.

(35) **Law** means:

- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
- (b) legislation of any other jurisdiction with which the relevant party must comply;
- (c) any law or legal requirement at common law or in equity;
- (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.

(36) **Liability** means:

- (a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and
- (b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,

and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.

(37) **Licence** means the right to:

- (a) connect the Siding to the Network on the terms and conditions set out in this Agreement; and
 - (b) use the Connection Infrastructure on BR Land to access the Network in accordance with any track access agreement entered into between BR and the Siding Owner.
- (38) **Licence Fee** means the annual charge specified in Item 4 of Schedule 1, as varied by clause 7.
- (39) **Maintenance Charge** means the maintenance charges described in or calculated in accordance with Item 6 of Schedule 1 and includes the Category 1 Maintenance Charge, the Category 2 Maintenance Charge and the Category 3 Maintenance Charge as the context requires.
- (40) **Maintenance Report(s)** means a document, or documents, completed by BR in accordance with clause 6.3 confirming that Category 1 Maintenance Services for Civil Infrastructure have been completed.
- (41) **Maintenance Services** means the maintenance services to be provided by BR under this Agreement as described in Item 5 of Schedule 1 and includes the Category 1 Maintenance Services, the Category 2 Maintenance Services and the Category 3 Maintenance Services as the context requires.
- (42) **Maintenance Task List** means the routine maintenance task list for Category 1 Maintenance Services as set out in Schedule 3.
- (43) **Month** means a calendar month.
- (44) **Network** means that part of the railway network and associated infrastructure in Western Australia under the ownership or control of BR or its Related Bodies Corporate and any other railway network and associated infrastructure controlled by BR and notified to the Siding Owner from time to time.
- (45) **Network Lessee** means:
 - (a) Brookfield StandardGauge Pty Ltd ABN 35 094 819 360; or
 - (b) Brookfield NarrowGauge Pty Ltd ABN 73 094 736 900;
 as the context requires.
- (46) **Owner Land** means any area of land owned, occupied, leased or otherwise controlled by the Siding Owner on which part or all of the Connection Infrastructure is situated.
- (47) **Personnel** means the directors, officers, employees, agents, contractors and licensees of a party.
- (48) **Quarter** means a period of three (3) Months and **Quarterly** has a corresponding meaning. The first Quarter will commence on the Commencement Date.
- (49) **Rail Safety Laws** means the *Rail Safety National Law (WA) Act 2015*, the *Rail Safety National Law (WA) Regulations 2015* and the *Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015*.

- (50) **Rail Safety National Law** means the Rail Safety National Law set out in the Schedule to the *Rail Safety National Law (WA) Act 2015*.
- (51) **Related Body Corporate** has the meaning given to that expression in the Corporations Act.
- (52) **Replacement Works** has the meaning given to it under clause 8.1(2).
- (53) **Replacement Works Cost Estimate** has the meaning given to it under clause 8.1(2)(a)(iv).
- (54) **Replacement Works Notice** has the meaning given to it under clause 8.1(2)(a).
- (55) **Restoration** means any act BR deems, in its absolute discretion, necessary to ensure the safe and continued operation of the Network, including removing, disconnecting, clamping, reprogramming or severing any Connection Infrastructure or Replacement Works which is connected to the Network or on BR Land and **Restoring** has a corresponding meaning.
- (56) **Scope of Works** means the Scope of Works for Replacement Works which will be provided by BR to the Siding Owner in accordance with clause 8.1(2)(b).
- (57) **Services** means all services of any kind within, connecting to or serving the Connection Infrastructure or to any property which includes the Connection Infrastructure, including air conditioning, electric power, gas, other energy services, water, sewerage and drainage services, telephone and telecommunications services, fire prevention services, fire sprinkler services and safety services.
- (58) **Siding** means the Siding Owner's private siding as described in Item 1 of Schedule 1 and shown in Schedule 2.
- (59) **Siding Owner** means the Shire of Dowerin ABN 35 939 977 194.
- (60) **Siding Owner Indemnified Parties** means the Siding Owner and its Personnel.
- (61) **Stated Purpose** means the effective operation of the Connection Infrastructure to form a connection between the Network and the Siding and facilitate the movement of trains over that connection in accordance with the BR Network Rules.
- (62) **Term** means the Term specified in Item 3 of Schedule 1 as extended (if applicable) in accordance with clause 3.2.
- (63) **Third Party Rights** means any easements, licences or other similar rights of any person, granted by BR or any other person or created in any other way, which:
- (a) exist at the Commencement Date;
 - (b) are granted or created at any time after the Commencement Date,
- in relation to the Network.
- (64) **Variation Cost Estimate** has the meaning given to it under clause 8.2(2)(c).
- (65) **Variation Notice** has the meaning given to it under clause 8.2(2).

- (66) **Wilful Default** means any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omissions.
- (67) **Work Site** includes the location of the Connection Infrastructure and any place where Maintenance Services or Replacement Works are provided or are to be provided including any Owner Land.
- (68) **Works Program** means the Works Program for Replacement Works to be provided by BR to the Siding Owner in accordance with clause 8.1(2)(b).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (1) singular words also have their plural meaning and vice versa;
- (2) a reference to one gender includes all genders;
- (3) a reference to a person includes a natural person, a firm, a body corporate, an unincorporated association, partnership, a joint venture and a Government Agency;
- (4) an obligation, liability, representation or warranty:
 - (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of 2 or more persons binds them jointly and severally;
- (5) a reference to a party to a document includes that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) a reference to the consent of a party means the prior written consent of that party;
- (7) headings are for convenient reference only and do not affect the interpretation of this Agreement;
- (8) a reference to a clause or a schedule is a reference to a clause or a schedule of this Agreement;
- (9) a thing (including any amount) is a reference to the whole and each part of it;
- (10) where a party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (11) a reference to any Law includes:
 - (a) that Law as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Law;
 - (c) another regulation or other statutory instrument made or issued under that Law; and

- (d) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (12) a reference to a clause, schedule, agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (13) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (14) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (15) a reference to "including" or "includes" must be construed without limitation;
- (16) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (17) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (18) a reference to termination of this Agreement includes the expiry of the Term; and
- (19) where a word or expression is defined, cognate words and expressions will be construed accordingly.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2. Licence

2.1 Grant of Licence

- (1) Subject to:
 - (a) all Third Party Rights; and
 - (b) the limitations and restrictions described in clause 2.5.

BR grants to the Siding Owner the Licence for the Term on the terms and conditions of this Agreement.

- (2) The parties agree that as consideration for BR providing the Licence and the Category 1 Maintenance Services at no charge to the Licensee, the Licensee will pay BR for the

installation costs of the Civil Infrastructure and, if required, the Category 2 Maintenance Services, the Category 3 Maintenance Services, Replacement Works and any other costs falling due and payable in accordance with the terms of this Agreement.

2.2 No tenancy

- (1) The rights granted to the Siding Owner under this Agreement are contractual rights only and not tenancy rights.
- (2) The Siding Owner does not have any tenancy or other interest in BR Land or any Connection Infrastructure on BR Land.

2.3 Siding Owner's acknowledgements

The Siding Owner acknowledges that:

- (1) The rights granted to the Siding Owner by BR under this Agreement:
 - (a) are limited to rights which BR is authorised or permitted to grant under the Government Lease;
 - (b) are limited by the restrictions and conditions relating to those rights in the Government Lease;
 - (c) are subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Connection Infrastructure; and
 - (d) do not confer any right of exclusive occupancy on the Siding Owner;
- (2) it does not have or acquire by this Agreement any greater interest in the Connection Infrastructure than the Network Lessee has under the Government Lease;
- (3) it has relied on its own enquiries about how the Connection Infrastructure may be used and not on any representation from BR; and
- (4) this Agreement and the Licence automatically terminates if the Government Lease terminates or for any other reason BR ceases to be entitled to grant the Licence to the Siding Owner.

2.4 Siding Owner grant of licence

The Siding Owner grants to BR a perpetual, irrevocable and royalty (or other fee or charge) free licence to enter and access the Owner Land, as and when reasonably required by BR, subject to BR giving prior written notice of not less than twenty four (24) hours, to allow BR to perform its obligations and exercise its rights under this Agreement.

2.5 BR's rights

This Agreement does not restrict or limit BR's right to use (or BR's right to allow third parties to use) the Connection Infrastructure at any time without notice to the Siding Owner:

- (1) for any railway related purposes; and

- (2) to deal with the emergency or dangerous situations on, adjacent to or related to the Connection Infrastructure or the Siding.

3. Term

3.1 Term

This Agreement commences on the Commencement Date and expires on the Expiry Date, unless terminated earlier in accordance with the terms of this Agreement or extended in accordance with clause 3.2 (**Term**).

3.2 Extension of Term

- (1) If the Siding Owner wishes to extend the Term, it must give written notice to BR, no later than three (3) Months prior to the Expiry Date, of the period of time that the Siding Owner wishes to extend the Term by.
- (2) BR may, in its absolute discretion, elect whether or not to agree to an extension of the Term and the applicable terms and conditions for that extension.

3.3 Holding Over

If the Siding Owner continues to exercise the Licence with the consent of BR after the Expiry Date but has not otherwise:

- (1) been granted an extension of the Term; or
- (2) entered into a new agreement governing the Siding Owner's right to connect the Siding to the Network and use the Connection Infrastructure,

then the Siding Owner does so subject to the terms and conditions of this Agreement except that BR or the Siding Owner may terminate the Licence at any time by giving at least fourteen (14) days' written notice to the other party.

4. Installation of Civil Infrastructure

4.1 Installation

- (1) As soon as reasonably practicable after the Commencement Date BR will install the Civil Infrastructure.
- (2) BR acknowledges that a proportion of materials used to install the Civil Infrastructure (namely materials used for the rail track turnout) will be supplied to BR by the Siding Owner.
- (3) The Siding Owner warrants that it has all rights, title and interest in any materials it supplies to BR pursuant to clause 4.1(2).
- (4) BR will inspect all materials supplied by the Siding Owner pursuant to this clause 4 prior to installation. Any materials that BR considers (acting in its discretion) not to meet BR's standards will be either replaced or repaired (as BR deems necessary) at the Siding Owner's cost.

4.2 Payment in advance

- (1) The Siding Owner is required to pay BR the sum of \$53,054.72 (exclusive of GST) in advance for the Civil Infrastructure installation costs prior to installation works commencing in accordance with clause 4.1.
- (2) If any materials supplied pursuant to clause 4.1(2) require repair or replacement works in accordance with clause 4.1(4), BR will issue the Siding Owner an invoice for the reasonable cost of undertaking the works. The invoice will be payable by the Siding Owner within 21 days of the date of a tax invoice issued by BR.

4.3 Completion

- (1) Upon completion of the installation works pursuant to clause 4.1, BR will notify the Siding Owner in writing that the Connection Infrastructure is open and fit for traffic (subject to the Siding Owner entering into a track access agreement).
- (2) The Siding Owner must not use the Connection Infrastructure until it has received written notice from BR in accordance with clause 4.3(1) that it is permitted to do so.

5. Licence Fee

5.1 Licence Fee

On and from the Commencement Date, the Siding Owner must pay the Licence Fee:

- (1) annually in advance; and
- (2) within twenty one (21) days of the date of a tax invoice issued by BR for the Licence Fee.

5.2 Review of Licence Fee

The Licence Fee will be reviewed annually, on the anniversary of the Commencement Date, in accordance with clause 7.

6. Provision of Maintenance Services

6.1 Maintenance Services

- (1) BR agrees to carry out the Category 1 Maintenance Services in respect of the Connection Infrastructure in accordance with the Maintenance Task List during the Term on the terms and conditions set out in this Agreement.
- (2) BR agrees to carry out the Category 2 Maintenance Services and the Category 3 Maintenance Services in respect of the Connection Infrastructure during the Term in accordance with the procedure set out in Item 5 of Schedule 1 and in accordance with the terms and conditions set out in this Agreement.

6.2 Payment for Maintenance Services

- (1) In consideration of BR performing the Category 1 Maintenance Services, the Siding Owner must pay BR the Category 1 Maintenance Charge in Quarterly instalments in advance. BR will issue an invoice for the relevant proportion of the Category 1

Maintenance Charge at the beginning of each Quarter with the first Quarter commencing on the Commencement Date.

- (2) In consideration of BR performing the Category 2 and Category 3 Maintenance Services, the Siding Owner must pay BR the relevant Category 2 Maintenance Charge and/or the Category 3 Maintenance Charge following the provision of the relevant Category 2 Maintenance Services and the Category 3 Maintenance Services.
- (3) The Siding Owner must pay all amounts stated in each invoice issued in accordance with this clause 6.2 within 21 days from the date the invoice is given by BR to the Siding Owner.

6.3 Maintenance Reporting

- (1) BR will provide the Siding Owner with Maintenance Reports for the corresponding Quarter.
- (2) Maintenance Reports will be provided for Category 1 Maintenance Services for Civil Infrastructure only.
- (3) Maintenance Reports will be substantially in the form set out in Schedule 4 save that BR is, at any time, permitted to change the format and content of the Maintenance Report including the right to report electronically.
- (4) For Category 1 Maintenance Services for Communications and Signalling Infrastructure, BR will endeavour to provide fault reports if and when requested in writing by the Siding Owner.
- (5) For Category 2 Maintenance Services and Category 3 Maintenance Services BR will provide notice in writing to the Siding Owner confirming that the works have reached completion.

6.4 Review of Category 1 Maintenance Charge

The Category 1 Maintenance Charge will be reviewed annually, on the anniversary of the Commencement Date, in accordance with clause 7.

6.5 Siding Owner Restricted

- (a) The Siding Owner is not permitted, and must not authorise any party, to carry out any maintenance or other works of any nature on the Connection Infrastructure or the Network.
- (b) This clause 6.5 survives termination of this Agreement.

7. Consumer Price Index Annual Adjustment

[Not used]

8. Replacement of Connection Infrastructure

8.1 Replacement Works

- (1) If BR determines, in its absolute discretion, that:
 - (a) the Connection Infrastructure, or any part thereof, has reached the end of its useful life;
 - (b) because of advances in technology or changes in industry practice, the Connection Infrastructure of any part thereof is unable to be used (or is unable to be used properly) for its intended purpose;
 - (c) it has become uneconomic to repair or maintain the Connection Infrastructure or any part thereof; or
 - (d) the Connection Infrastructure or any part thereof is incapable of repair or that repair of that Connection Infrastructure or any part thereof would be unsafe or inefficient,

BR may replace the Connection Infrastructure or any part thereof (**Replacement Works**).

- (2) If BR determines, in accordance with clause 8.1, that it is necessary for Replacement Works to be carried out, then BR must:
 - (a) give the Siding Owner a notice (**Replacement Works Notice**) specifying:
 - (i) the Connection Infrastructure or any part thereof which must be replaced;
 - (ii) the nature of the Replacement Works;
 - (iii) the reason the Replacement Works are necessary; and
 - (iv) the estimated total cost of the Replacement Works (**Replacement Works Cost Estimate**);
 - (b) provide the Siding Owner with a Scope of Works and a Works Program for the Replacement Works which includes the estimated date for completion of the Replacement Works; and
 - (c) subject to the Siding Owner having paid the Replacement Works Cost Estimate in accordance with clause 8.1(3), carry out the Replacement Works in the manner described in the Replacement Works Notice and in accordance with the Scope of Works.
- (3) The Siding Owner must pay to BR the amount of the Replacement Works Cost Estimate in advance and in full within twenty one (21) days of the date of the tax invoice from BR.

- (4) If the Siding Owner does not pay to BR the amount of the Replacement Works Cost Estimate within the time prescribed by clause 8.1(3), BR is permitted to clamp the Connection Infrastructure and terminate this Agreement by giving seven (7) days' notice in writing to the Siding Owner.
- (5) In relation to the Replacement Works:
 - (a) BR will consult with the Siding Owner on any variations to the Maintenance Task List required as a result of the Replacement Works; and
 - (b) the parties will in good faith negotiate any reasonably required variation to the Category 1 Maintenance Charge having regard to the Replacement Works and the cost of the Replacement Works.
- (6) Following any Replacement Works, the Siding Owner must not use the Connection Infrastructure until it has received notice of Completion from BR in accordance with clause 8.3(1).

8.2 Variation Notice by BR

- (1) Subject to clause 8.2(2), BR may, in its absolute discretion, vary the Scope of Works and/or Works Program as reasonably necessary in order to complete the Replacement Works.
- (2) If variation is required, BR will provide the Siding Owner with a notice setting out:
 - (a) an amended Scope of Works and/or Works Program;
 - (b) the reason the variation is necessary; and
 - (c) a cost estimate setting out the reasonable cost of the variation works (**Variation Cost Estimate**),

(**Variation Notice**).
- (3) The Siding Owner must pay to BR the amount of the Variation Cost Estimate in advance and in full within twenty-one (21) days of the date of the tax invoice from BR.
- (4) If the Siding Owner does not pay to BR the amount of the Variation Cost Estimate within the time prescribed by clause 8.2(3):
 - (a) BR is not required to proceed with the Replacement Works;
 - (b) the Replacement Works Cost Estimate amount will be forfeited by the Siding Owner; and
 - (c) BR may terminate this Agreement by giving seven (7) days' notice in writing to the Siding Owner.

8.3 Completion

- (1) When BR determines that the Replacement Works have been completed, BR will give notice of that fact to the Siding Owner, declaring the Connection Infrastructure is open and ready for access and use (**Completion**). The date upon which the notice is issued shall be deemed the Completion Date.
- (2) At Completion, BR will either;

- (a) issue an invoice for the amount by which the aggregate of all liabilities actually incurred by BR in connection with the Replacement Works exceeds the Replacement Works Cost Estimate;
 - (b) provide a refund to the Siding Owner in an amount equal to the amount by which the Replacement Works Costs Estimate exceeds the aggregate of all liabilities actually incurred by BR in connection with the Replacement Works; or
 - (c) provide confirmation that the Replacement Works Cost Estimate was accurate and no further amount is owing by either party.
- (3) The Siding Owner must pay to BR the amount stated in any tax invoice issued in accordance with clause 8.1(2)(a) within twenty one (21) days of the date of the invoice.

8.4 Title

- (1) Subject to clause 8.4(2), title to the Connection Infrastructure and any Replacement Works remains at all times with BR.
- (2) Title to the residual Civil Infrastructure will vest in the Siding Owner upon its removal from the Network by BR in accordance with the terms of this Agreement.

9. Payment and Interest on Overdue Amounts

9.1 Payment

- (1) All payments by the Siding Owner under this Agreement must be made:
 - (a) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;
 - (b) to BR or any other person nominated by BR;
 - (c) at the place and in the manner reasonably required by BR; and
 - (d) no later than 5:00 pm local time in the place where payment is to be made.
- (2) If the Siding Owner is compelled by Law to make a deduction or withholding from any payment, the Siding Owner must promptly pay to BR the additional amount necessary so that the net amount received by BR equals the full amount which would have been received by BR if no deduction or withholding had been made.
- (3) BR does not need to make a demand for payment of any amount required to be paid by the Siding Owner under this Agreement unless required by Law.
- (4) If:
 - (a) BR in any notice requesting payment for any amount; or
 - (b) this Agreement,

does not specify when a payment is due, it is due within twenty one (21) days after BR first gives notice requesting payment.

9.2 Interest on overdue amounts

- (1) The Siding Owner must pay interest to BR on any amounts due under this Agreement which are not paid by the Siding Owner when due.
- (2) Interest:
 - (a) will accrue daily at the rate per annum equal to the Default Rate;
 - (b) will be computed from and including the day when the money on which interest is payable becomes owing to BR by the Siding Owner until but excluding the day of payment of that money;
 - (c) will be calculated on the actual days elapsed based on a 365 day year; and
 - (d) must be paid by the Siding Owner to BR on demand.

9.3 Disputes regarding amounts payable under this Agreement

- (1) Where there exists a bona fide dispute in relation to any amount set out in a tax invoice (in whole or in part) issued pursuant to this Agreement, the Siding Owner must, within the time required for payment:
 - (a) pay the amount that is not in dispute; and
 - (b) refer the dispute in respect of the disputed amount for resolution in accordance with clause 24.
- (2) If the resolution of the dispute determines that the Siding Owner must pay an amount to BR, the Siding Owner must pay that amount to BR upon resolution of the dispute together with interest in accordance with clause 9.2.

10. Goods and Services Tax

- (1) Except where the context suggests otherwise, terms used in this clause have the meanings ascribed to those terms by the GST Act.
- (2) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 10.
- (3) Unless otherwise expressly stated, all amounts due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 10.
- (4) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (5) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

- (6) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.
- (7) Any additional amount referred to in clause 10(6) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.
- (8) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.
- (9) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST) varies from the additional amount paid by the Recipient under clause 10(6) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this paragraph) then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any amount payable under this clause 10(9) must be paid no later than fourteen (14) days after the Supplier provides an adjustment note to the other party.

11. General Obligations of BR

11.1 Compliance with Laws

BR must comply with all Laws and Authorisations in relation to the provision of the Maintenance Services and Replacement Works.

11.2 Standard of Maintenance Services and Replacement Works

BR must provide the Maintenance Services and carry out the Replacement Works:

- (1) in a good and workmanlike manner; and
- (2) in accordance with the professional standards and the level of care, skill, knowledge and judgment required or reasonably expected under usual industry practice.

11.3 Qualified Personnel

BR must ensure that all Personnel of BR providing the Maintenance Services and carrying out the Replacement Works:

- (1) hold all necessary qualifications and permits, including those required by any Law or Authorisation, necessary to provide the Maintenance Services and/or the Replacement Works; and
- (2) are adequately trained and are competent to carry out their duties in relation to the provision of the Maintenance Services and/or Replacement Works.

11.4 Agents and contractors

- (1) BR may appoint or engage any third party as its agent or contractor in relation to the exercise of any rights or the performance of any obligations under this Agreement (including the performance of any part of the Maintenance Services or Replacement Works).
- (2) The appointment of a third party as agent or contractor in accordance with this clause does not operate to relieve BR of any of its obligations or liabilities under this Agreement and BR is liable to the Siding Owner as if the acts and omissions of any agent or contractor it appoints or engages were its own acts or omissions.

12. General Obligations of the Siding Owner

12.1 Compliance with Laws

The Siding Owner must comply with all Laws and Authorisations in relation to the Siding.

12.2 Siding Owner warranties

The Siding Owner warrants to BR that it has, for the term of this Agreement:

- (1) the right to occupy the land upon which the Siding is located under a valid sub-lease or licence; and
- (2) the right to use the Siding under a valid sub-lease or licence.

12.3 Positive obligations

The Siding Owner must:

- (1) use the Connection Infrastructure in a proper and safe manner;
- (2) comply with all relevant requirements of all Laws and Authorisations which are in any way applicable to the Connection Infrastructure and the Siding;
- (3) give BR unfettered access to the Work Site to the extent necessary, including with or without vehicles, equipment, tools and machines, to allow BR to provide the Maintenance Services and Replacement Works in accordance with this Agreement;
- (4) cooperate with BR, including ordering its activities and operations as may be reasonably required by BR, to facilitate the provision of the Maintenance Services and Replacement Works by BR;
- (5) where appropriate and to the extent that it is reasonably able to do so, provide to BR any specialised knowledge which the Siding Owner holds concerning the Siding Owner's use and operation of the Siding;
- (6) register and keep in force at all times the registration, and obtain and maintain at all times any accreditation, in relation to the rail track and infrastructure which comprises the Siding, as required under the Rail Safety Laws;
- (7) maintain to a good industry standard all rail track and other rail related infrastructure within the Siding which connects to the Connection Infrastructure;

- (8) if any necessary consent or approval of a Government Agency is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Siding Owner must immediately stop access to and use of the Connection Infrastructure until all the necessary consents and approvals have been obtained or made effective;
- (9) promptly give BR a copy of any notice received by the Siding Owner from any Government Agency which relates to the Connection Infrastructure or the Licence;
- (10) immediately notify BR if the Siding Owner becomes aware of any threat to the Connection Infrastructure; and
- (11) promptly inform BR after becoming aware of any accident affecting the Connection Infrastructure or any other damage to the Connection Infrastructure or of the faulty operation of any Services connected to the Connection Infrastructure.

12.4 Negative obligations

The Siding Owner must not (and must use its best endeavours to procure that no other person), except with BR's consent:

- (1) interfere with or obstruct the operation of the Network;
- (2) interfere with or obstruct the operation of or access to the Services;
- (3) modify or interfere with any facilities used in the provision of Services or any equipment connected to those facilities;
- (4) remove, modify, interfere with or obstruct the operation of or access to or cause damage to the Connection Infrastructure;
- (5) store or use inflammable or explosive substances in or near the Connection Infrastructure;
- (6) use any facilities in or near the Connection Infrastructure, including pipes and drains, for any improper purpose;
- (7) put up any advertisements or any signs on or near the Connection Infrastructure which are not related to safety or other Network requirements;
- (8) use the Connection Infrastructure for any activity which is dangerous, offensive or illegal or which is or may become a nuisance or annoyance to anyone;
- (9) allow any other person to take possession of or use the Connection Infrastructure; or
- (10) grant any right or interest of any kind, including a right of security, over or in relation to this Agreement or the Connection Infrastructure.

12.5 Survival

This clause 12 survives the termination of this Agreement.

13. Safety, Environmental and Security Undertakings

13.1 Directions

BR may give directions to the Siding Owner concerning the safety or security of persons or property in relation to the Connection Infrastructure, any Replacement Works, the Siding and the Maintenance Services (**Directions**) and the Siding Owner must promptly comply with all Directions.

13.2 Safety rules

- (1) Without limiting clause 13.1, the Siding Owner must comply with all Laws dealing with safety and all safety requirements (including complying with standard practices, procedures and rules and obtaining any relevant accreditation) specified by BR in connection with the Licence.
- (2) BR may by further notice vary or add to those safety requirements at any time.
- (3) The Siding Owner must also ensure that any such safety requirements, as varied or added to from time to time, are at all times complied with by the Siding Owner's Personnel using the Siding.
- (4) Any Replacement Works will be carried out in accordance with the BR Network Rules, and any relevant codes of practice or Laws, copies of which can be provided to the Siding Owner on request.

13.3 Environmental Protection

BR must comply with statutory regulations of governmental bodies having jurisdiction over the Work Site in respect to the discharge into the atmosphere of smoke, dust or other contaminants or creation of undue noise.

13.4 Protection of People and Property

- (1) Insofar as compliance with all other requirements of this Agreement permits, BR must, in undertaking the Maintenance Services and any Replacement Works:
 - (a) provide all things and take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance and other pollution.
- (2) Without limiting the generality of BR's obligations under this clause 13.4, such obligations may include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.
- (3) BR is not liable to the Siding Owner for any Claim relating to any noise, disturbance or other pollution emanating from any location as a consequence of carrying out the Maintenance Services or any Replacement Works.
- (4) The Siding Owner indemnifies each BR Indemnified Party from all Claims suffered or incurred by a BR Indemnified Party arising out of or in connection with any Claim by a

third party relating to any noise, disturbance or other pollution emanating from any location which is the unavoidable consequence of carrying out the Maintenance Services or any Replacement Works.

14. Accidents and Emergencies

14.1 Damage to Network or Services

- (1) If any accident or other event connected with the Connection Infrastructure causes damage to the Network or the Services, the Siding Owner must:
 - (a) take no action which might jeopardise the safety of the operation of the Network or the Services;
 - (b) not, without BR's prior consent, work on or interfere with any part of the Network or the Services which is damaged or otherwise affected by the relevant incident;
 - (c) notify BR as soon as possible after the Siding Owner becomes aware of the damage;
 - (d) do everything reasonably possible (including complying with all requirements and directions from BR) to enable BR to repair the damage and restore the Network or the Services (as applicable) for use as quickly as possible; and
 - (e) promptly comply with all other directions and requirements of BR in relation to the relevant incident.
- (2) This clause 14.1 does not limit any Liability of the Siding Owner under any indemnity given to BR or otherwise arising.

14.2 Damage to Connection Infrastructure

- (1) To enable BR to properly investigate any accident or otherwise determine the cause and extent of any damage to the Connection Infrastructure, BR may close off any part of the Connection Infrastructure.
- (2) The Siding Owner may not use or have access to that part of the Connection Infrastructure which is closed off until BR notifies the Siding Owner in writing that the Connection Infrastructure is reopened and ready for access and use.

14.3 Rail safety incidents

If any incident occurs at the Siding involving the Connection Infrastructure and/or Replacement Works and which must be reported under the Rail Safety Laws, each party must provide reasonable assistance to the other in relation to the conduct of any investigation required as a result of the incident, including providing data held by the party and any reports prepared by the party.

15. Interface Agreement

- (1) Each party must comply with any Interface Agreement relevant to the Connection Infrastructure and this Agreement must be exercised subject to that Interface Agreement.

- (2) To the extent there is any inconsistency between the terms of the Interface Agreement and this Agreement, the terms of this Agreement shall prevail.

16. Insurance Undertakings

16.1 Siding Owner's insurance undertakings

- (1) The Siding Owner must, at its expense, take out and maintain at all times during the Term on terms and conditions satisfactory to BR (acting reasonably):
- (a) public liability insurance which covers the liability of the Siding Owner and its Personnel to any person arising out of or in connection with the Connection Infrastructure or this Agreement, with a sum insured of not less than \$20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
 - (b) any other insurance required by Law as a result of the Siding Owner's use of the Connection Infrastructure; and
 - (c) any other insurance which is reasonably necessary to adequately protect BR's interests under this Agreement, having regard to the terms of this Agreement,
- (each, an **Insurance Policy**) and each such Insurance Policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.
- (2) The Siding Owner must:
- (a) pay each premium due under the Insurance Policies before the due date and, when reasonably requested by BR, provide evidence of payment;
 - (b) when reasonably requested by BR, provide copies of the Insurance Policies and copies of certificates of currency for each Insurance Policy certified by the insurer;
 - (c) immediately notify BR if:
 - (i) an event occurs which:
 - (A) may give rise to a claim under any Insurance Policy; or
 - (B) could materially adversely affect BR's interests; or
 - (ii) an Insurance Policy is cancelled;
 - (d) if required by BR, make and pursue a claim under any Insurance Policy; and
 - (e) if required by BR, ensure that BR's interests are noted on the policy of public liability insurance.
- (3) Unless BR consents, the Siding Owner must not:

- (a) do or allow anything to be done which could adversely affect any insurance taken out by BR in connection with the Connection Infrastructure or which could increase the cost of obtaining that insurance; or
- (b) settle, compromise or waive any claim under any Insurance Policy.

16.2 BR's insurance undertakings

BR must, at its expense, take out and maintain at all times during the Term:

- (1) public liability insurance which covers the liability of BR and its Personnel to any person arising out of or in connection with the Connection Infrastructure or this Agreement, with a sum insured of not less than \$20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market; and
- (2) any other insurance required by Law as a result of BR's maintenance and repair of the Connection Infrastructure;

and each insurance policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

17. Closure

17.1 Temporary closure by BR

- (1) If BR determines:
 - (a) that the Connection Infrastructure is or may be unsafe for any reason (whether related to the state of repair or condition of the Connection Infrastructure or some other cause);
 - (b) that the Connection Infrastructure is being used by Siding Owner in a manner which is not authorised by this Agreement or is unsafe or otherwise improper or the Siding Owner otherwise fails to comply with any of its obligations under this Agreement;
 - (c) that the Siding Owner is in breach of this Agreement;
 - (d) the use of the Connection Infrastructure or the exercise of this Licence by the Siding Owner contravenes or is likely to contravene any Law or the Government Lease; or
 - (e) that it is necessary or desirable for the use and operation of the Connection Infrastructure for it to be temporarily suspended, including where BR wants to carry out work on the Network, or where there is an accident or other incident on the Network,

BR may give notice to the Siding Owner that the Connection Infrastructure (or any part of it) is temporarily closed, the Connection Infrastructure may be clamped by BR and the Licence is temporarily suspended until the cause of the closure and suspension ceases to apply and BR gives notice to the Siding Owner of the reopening of the

Connection Infrastructure and the lifting of the suspension, which notice must be given by BR as soon as reasonably practicable (subject to any prevailing technical, logistical and commercial constraints) once the cause of the closure and suspension ceases to apply.

- (2) In respect of any closure to allow BR to carry out work on the Network, BR must, if reasonably practicable in the circumstances, liaise with the Siding Owner before closing the Connection Infrastructure to determine the most suitable time for the proposed closure to occur so as to minimise interruption to the Siding Owner's business.

17.2 Permanent closure

If access to the Connection Infrastructure has been otherwise suspended by BR in accordance with this Agreement and BR reasonably determines that the Connection Infrastructure should not be reopened for access and use, either party may terminate this Agreement by giving seven (7) days written notice to the other party.

17.3 No liability for closure

BR is not liable to the Siding Owner in any way as a result of a closure of the Connection Infrastructure and any suspension of the Licence in accordance with this clause 17.

18. Restoration of Network

18.1 Restoration

If this Agreement terminates for any reason and a new siding connection agreement is not entered into by the parties within two (2) months from the date of termination or such other period as agreed by the parties, the Siding Owner:

- (1) irrevocably consents to BR Restoring the Network at any time; and
- (2) must promptly on demand, indemnify BR against all Liabilities incurred by BR as a result of or in connection with Restoring the Network, including any costs of:
 - (a) repairing any damage to the Network or any damage on BR Land caused by the Restoration; and
 - (b) removing the Connection Infrastructure.

18.2 Siding Owner may request removal of Connection Infrastructure

- (1) The Siding Owner may, at any time following termination of this Agreement, request that BR remove the Connection Infrastructure from the Owner's Land.
- (2) The Siding Owner must promptly on demand, indemnify BR against all Liabilities incurred by BR as a result of or in connection with removing the Connection Infrastructure from the Owner's Land.

18.3 Siding Owner Restricted

The Siding Owner must not remove, or procure the removal of, any part or component of the Connection Infrastructure from the BR Land or the Owner Land, except in accordance with this clause 18.

19. Indemnities and Limit of Liability

19.1 Indemnity by BR

Subject to the other provisions of this clause 19, BR must promptly on demand, indemnify and keep indemnified each Siding Owner Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against a Siding Owner Indemnified Party in respect of:

- (1) the death of or injury to any person; or
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) any failure by BR to comply with the requirements of any Law or a Government Agency in so far as they relate to the Maintenance Services, the Replacement Works or this Agreement;
- (4) a breach or non-performance of any of the obligations of BR under this Agreement or any reasonable action properly taken by the Siding Owner to remedy that failure; or
- (5) any negligent act or omission, fraud or Wilful Default of any BR Indemnified Party,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default or negligent act or omission of a Siding Owner Indemnified Party has contributed to the relevant loss, damage, injury or death.

19.2 Indemnity by the Siding Owner

Subject to the other provisions of this clause 19, the Siding Owner must promptly on demand indemnify and will keep indemnified each BR Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against a BR Indemnified Party in respect of:

- (1) the death of or injury to any person; or
- (2) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (3) any failure by the Siding Owner to comply with the requirements of any Law or Government Agency in so far as they relate to the Siding or this Agreement;
- (4) any event occurring in relation to the Connection Infrastructure to the extent that it is caused by the Siding Owner;
- (5) a breach or non-performance of any of the obligations of the Siding Owner under this Agreement; or
- (6) any negligent act or omission, fraud or Wilful Default of any Siding Owner Indemnified Party,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default or negligent act or omission of a BR Indemnified Party contributed to the loss, damage, injury or death.

19.3 No warranties by BR

BR does not give any warranty of any kind that the Connection Infrastructure is suitable for any purpose for which the Siding Owner intends to use it and except for:

- (1) the express terms and warranties set out in this Agreement; and
- (2) those implied terms and warranties that are imposed by Law that are mandatory and cannot be excluded; and

neither party gives any warranties to the other party and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law, or otherwise howsoever, are expressly excluded.

19.4 BR not liable

The parties agree that to the extent permitted by Law, BR is not liable to the Siding Owner and the Siding Owner must not make a Claim against BR in respect of any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Connection Infrastructure except to the extent caused by:

- (1) any failure by BR to comply with the requirements of any Law or a Government Agency insofar as they apply to the Connection Infrastructure;
- (2) a material breach or non-performance of any of the obligations of BR under this Agreement; or
- (3) any negligent act or omission, fraud or Wilful Default of a BR Indemnified Party.

19.5 BR's limit of liability

- (1) The Siding Owner acknowledges and agrees that to the extent permitted by Law and subject to clause 19.5(2) the total liability of the BR Indemnified Parties to the Siding Owner for all Claims in connection with this Agreement is limited in aggregate to an amount equal to the aggregate Licence Fee and Maintenance Charges actually received by BR over the term of this Agreement.
- (2) The limit of liability in clause 19.5(1) does not apply to a Claim made by the Siding Owner against BR:
 - (a) under any provision of any Law which expressly prohibits the limitation of liability for Liability arising from a breach of that Law; or
 - (b) in respect of Liability arising from:
 - (i) the death of or personal injury to any person; or
 - (ii) any criminal acts, fraud or Wilful Default by BR or its Personnel.

19.6 Liability for Consequential Loss

Notwithstanding any other provisions to the contrary in this Agreement and to the extent permitted by Law, neither party is liable to the other party in any circumstances for any Consequential Loss.

20. Assignment, Transfer and Encumbrances

20.1 Consent required

The Siding Owner must not and must not agree or attempt to:

- (1) assign, or attempt to assign, any of its rights;
- (2) sublicense any of its rights;
- (3) novate, otherwise transfer or attempt to transfer, any of its rights or obligations; or
- (4) grant, attempt to grant or allow to exist, a mortgage, charge or other security interest or encumbrance over any of its rights, title and interest,

under this Agreement, without the prior written consent of BR (which may be withheld in its absolute discretion).

20.2 Exclusion of statutory provisions

The operation of sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from this Agreement.

21. Termination

21.1 Termination by BR

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, BR may immediately terminate this Agreement by written notice to the Siding Owner if:

- (1) The Siding Owner abandons the Connection Infrastructure;
- (2) The Siding Owner fails to comply with any of its material obligations under this Agreement and the Siding Owner has not remedied the default within 30 days of BR giving notice to the Siding Owner of the failure;
- (3) the Siding Owner fails to make payment of any amount due under this Agreement to BR and the Siding Owner has not remedied the default within thirty (30) days of BR giving notice to the Siding Owner; or
- (4) an Insolvency Event occurs in respect of the Siding Owner.

21.2 Termination by the Siding Owner

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, the Siding Owner may immediately terminate this Agreement by written notice to BR if:

- (1) BR fails to comply with any of its material obligations under this Agreement and BR has not remedied the default within 45 days of the Siding Owner giving notice to BR of the failure; or
- (2) an Insolvency Event occurs in respect of BR and, as a result of the Insolvency Event, BR is unable or unwilling to allow the Siding Owner to use the Connection Infrastructure in accordance with this Agreement for a continuous period of 3 Months from the date of the Insolvency Event.

21.3 Effect of termination

- (1) If a party terminates this Agreement pursuant to clause 21.1 or 21.2 it will be entitled to damages as if the other party had repudiated this Agreement and that repudiation had been accepted.
- (2) Termination of this Agreement under no circumstances will abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or arose out of such cause.
- (3) Termination of this Agreement does not prejudice any Claim which one party has against the other as at the date of termination.

21.4 Termination by Siding Owner for convenience

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, the Siding Owner may terminate this Agreement by giving three (3) Months' written notice to BR.

22. Force Majeure

22.1 Suspension of obligations

BR's obligations under this Agreement to provide the Maintenance Services are suspended during the time and to the extent that BR is prevented from or delayed in providing any Maintenance Services for any reason of Force Majeure, provided that BR complies with this clause 22.1.

22.2 BR's obligations

BR must:

- (1) promptly (and in any event within fourteen (14) days) after BR first had knowledge of the Force Majeure event, give to the Siding Owner full particulars of:
 - (a) the Force Majeure (including particulars of the date that the Force Majeure event commenced);
 - (b) the manner in which its performance is thereby prevented or delayed;
 - (c) the anticipated period of delay; and
 - (d) the action (if any) BR intends to take to mitigate or remove the Force Majeure and its effect;

- (2) promptly and diligently take all reasonable and appropriate action to enable it to perform the obligations prevented or delayed by Force Majeure, except BR is not obliged to settle any strike, lockout or other industrial dispute; and
- (3) as soon as possible after BR first had knowledge of the cessation of the relevant Force Majeure event, and in any event within fourteen (14) days of the date that BR first had knowledge of the cessation of the Force Majeure event, notify the Siding Owner of the date that the Force Majeure event has ceased.

23. Confidentiality

23.1 Acknowledgment of confidentiality

Each party acknowledges that the terms of this Agreement and all information provided by one party to the other under this Agreement are secret and must be treated as confidential. Any Confidential Information provided by a party to the other remains the property of the party providing it.

23.2 Confidentiality obligation

- (1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.
- (2) A party must not, without the prior written consent of the other party:
 - (a) use Confidential Information of the other party other than as necessary for the performance of this Agreement; or
 - (b) other than as permitted under clause 23.3, disclose Confidential Information of the other party.

23.3 Permitted disclosure

- (1) Subject to compliance with clauses 23.3(2) and 23.3(3), a party may disclose Confidential Information of the other party:
 - (a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (b) if required by Law or the rules of any stock exchange or any Government Agency;
 - (c) as required or permitted by this Agreement;
 - (d) to a ratings agency;
 - (e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (f) in connection with the management and control of trains on the Network or the efficiency of the Network generally;

- (g) to enable a party to perform its obligations under or in connection with this Agreement;
 - (h) in relation to the enforcement of its rights under or in connection with this Agreement;
 - (i) to its Related Bodies Corporate and its and their respective Personnel;
 - (j) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement;
 - (k) in any proceeding arising out of or in connection with this Agreement; or
 - (l) with the prior written consent of the other party, which must not be unreasonable withheld.
- (2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:
- (a) otherwise keep the Confidential Information confidential; and
 - (b) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 23.
- (3) Before making any disclosure pursuant to clause 23.3(1), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:
- (a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

23.4 Survival

This clause 23 survives termination of this Agreement.

24. Dispute Resolution

24.1 Procedure to settle disputes

- (1) If a bona fide dispute arises between the parties in relation or in connection with this Agreement (**Dispute**) a party claiming that a Dispute has arisen must give notice to the other party or parties to the Dispute specifying the Dispute and requesting its resolution in accordance with this clause 24 (**Notice of Dispute**).
- (2) Subject to clause 24.1(3) the procedure that the parties must strictly follow to settle a Dispute is as follows:
 - (a) first, negotiation of the Dispute in accordance with clause 24.2;

- (b) second, mediation of the Dispute in accordance with clause 24.3; and
 - (c) third, litigation of the Dispute in accordance with clause 24.4.
- (3) Nothing in this clause 24:
- (a) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 24; or
 - (b) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.
- (4) The parties' obligations under this Agreement will continue notwithstanding any Dispute between the parties or the submission of a Dispute to mediation under this clause 24.
- (5) This clause 24 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
- (6) This clause 24 applies even where the Agreement is otherwise void or voidable.

24.2 Negotiation

- (1) Senior representatives from each party must meet, within five (5) Business Days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.
- (2) If the Dispute is not resolved within fourteen (14) days after the Notice of Dispute is given, the Dispute will be referred to the chief executive officers of the parties who must meet, within twenty one (21) days after the Notice of Dispute is given, and act in good faith to try and resolve the Dispute by joint discussions.

24.3 Mediation

- (1) If the Dispute is not resolved within one (1) Month after the Notice of Dispute is given, either party may refer the Dispute to mediation by written notice to the other party (**Mediation Notice**).
- (2) The mediation must be conducted in Perth, Western Australia by a single mediator.
- (3) The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (at the date of this Agreement) as amended by this clause 24 apply to the mediation, except where they conflict with this clause 24.
- (4) If the parties have not agreed upon the mediator and the mediator's remuneration within five (5) Business Days of the Dispute being referred to mediation:
 - (a) the mediator is the person appointed by; and
 - (b) the remuneration of the mediator is the amount or rate determined by,

the President of the Institute of Arbitrators & Mediators Australia (WA Chapter) (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of either party.

- (5) Unless the parties otherwise agree:
 - (a) each party may appoint a person, including a legally qualified person to represent it or assist it in the meditations;
 - (b) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (c) the costs of the mediator will be borne equally by the parties.

24.4 Litigation

Irrespective of whether or not a Mediation Notice has been issued, if the Dispute is not resolved within one (1) Month after the Notice of Dispute is given, either party may commence legal proceedings in respect of the Dispute in a Court of competent jurisdiction.

25. Notices

25.1 Notices in connection with this Agreement

- (1) A notice, approval, consent nomination, direction or other communication (**Notice**) in connection with this Agreement:
 - (a) must be in legible writing and in English addressed as shown in Item 7 of Schedule 1 or as specified to the sender by a party by notice;
 - (b) may be given by:
 - (i) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee; or
 - (ii) post, in which case the Notice is regarded as given by the sender and received by the addressee two (2) Business Days from the date of postage; or

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

 - (c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- (2) A Notice sent or delivered in a manner provided by clause 25.1(1)(b) must be treated as validly given to and received by the party to which it is addressed even if:
 - (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent;
 - (b) the Notice is returned unclaimed; or
 - (c) in the case of a Notice sent by email, the email message is not delivered or opened (unless the sender's computer reports that it has not been delivered).

- (3) In this clause 25.1, a reference to an addressee includes a reference to an addressee's Personnel.

25.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

26. Risk and Costs

26.1 Risk and cost

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

26.2 Agents and contractors

- (1) A party to this Agreement may appoint or engage any third party as its agent or contractor in relation to the exercise of any rights or the performance of any obligations under this Agreement as long as the third party complies with the requirements of this Agreement, including obtaining any Accreditation or other authorisation, approval, consent, permit or licence required by this Agreement.
- (2) The appointment of a third party as agent or contractor in according with clause 26.2(1) does not operate to relieve a party of any of its obligations or liabilities under this Agreement and each party is liable to the other as if the acts and omissions of any agent or contractor it appoints or engages were its own acts or omissions.

26.3 Siding Owner's liability

The Siding Owner is liable for the acts and omissions of the Siding Owner's Personnel and other persons authorised by the Siding Owner (including without limitation members of the public) to enter onto or use the Connection Infrastructure on BR Land as if those acts or omissions were those of the Siding Owner.

26.4 Preparation of this Agreement

Each party must pay its own legal and other costs and expenses in relation to the negotiation, preparation and execution of this Agreement.

26.5 Party in default

A party in default must pay all costs (including solicitor/client costs on a full indemnity basis) incurred by the other party in respect of that default and any notice relating to that default.

26.6 Government imposts

The Siding Owner must pay all duty and other government imposts payable (if any) in connection with this Agreement and all other documents referred to in this Agreement when due or earlier if required in writing by BR.

27. Governing Law

27.1 Law of this Agreement

This Agreement takes effect, is governed by and is to be construed in accordance with the Laws for the time being of the State of Western Australia.

27.2 Jurisdiction

- (1) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- (2) BR and the Siding Owner irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia on the basis that the process has been brought in an inconvenient forum.

28. General

28.1 Representatives

- (1) The parties must each appoint a representative (**Representative**), who will be the authorised representative of that party and notify the other party in writing of the name of its Representative.
- (2) Other representatives whom the parties may reasonably require may attend meetings between the Representatives.
- (3) Each party must promptly notify the other in writing of any change of its Representative.

28.2 Survival of obligations

- (1) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant party and survives termination of this Agreement.
- (2) Any clause specified to survive termination of this Agreement along with clauses 6.5, 12, 23, 19, 20, 21, and 28 of this Agreement and any rights or obligations which accrued in respect of a prior breach of this Agreement, survive the expiry or termination of this Agreement.

28.3 Certificate

A certificate signed by any duly authorised officer of BR as to a matter or as to a sum payable to BR in connection with this Agreement is prima facie evidence of the matters stated in it or the sum payable.

28.4 Exercise of rights

- (1) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (2) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.

- (3) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

28.5 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

28.6 Variation

This Agreement may not be varied except in writing signed by all the parties.

28.7 Further assurances

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the signing of documents.

28.8 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Siding Owner as agent of BR for any purpose whatsoever and the Siding Owner has no authority or power to bind BR or to contract in its name or to create liability against it in any way or for any purpose.

28.9 Severability

If any provision of this Agreement is voidable, void, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

28.10 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

28.11 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

28.12 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

28.13 No implied representations or warranties

Except for:

- (1) the express terms and warranties set out in this Agreement; and
- (2) those implied terms and warranties that are imposed by Law that are mandatory and cannot be excluded,

neither party gives any warranties to the other party and all other terms and conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law or otherwise howsoever, are expressly excluded.

28.14 Entire Understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Executed as an Agreement

Schedule 1 Details

Item 1 Siding

The Minnivale siding located at the 43.515 km point, on the Goomalling to Wyalkatchem line, connected to the Network as delineated in the attached diagram in Schedule 2.

Item 2 Commencement Date

The date that the last party signs this Agreement.

Item 3 Expiry Date

On the 1 year anniversary of the Commencement Date.

Item 4 Licence Fee

Nil.

Item 5 Maintenance Services

(1) Category 1 Maintenance Services (Regular scheduled maintenance)

This category covers regular inspections and maintenance of a routine nature for the Civil Infrastructure which is defined in the Maintenance Task List.

(2) Category 2 Maintenance Services (Unscheduled inspection and maintenance of an irregular or infrequent nature (non-emergency))

This category covers irregular or infrequent inspections and maintenance of Civil Infrastructure which is unscheduled and which is necessitated by causes such as:

- (a) accidents or other incidents;
- (b) damage caused by acts of God; and
- (c) major works, including:
 - (i) rail track and sleeper repair or replacement;
 - (ii) formation, drainage and ballast work; and
 - (iii) points refurbishment,

and any other maintenance requested by the Siding Owner but which is not "Category 1" or "Category 3" Maintenance Services.

(3) Category 3 Maintenance Services (Emergency work)

This Category 3 covers any inspections and maintenance required in response to an emergency and in order to restore safety to the Connection Infrastructure and use of the Connection Infrastructure in circumstances requiring urgency.

Item 6 Maintenance Charge

(1) Category 1 Maintenance Charge

An annual charge of \$0.00 subject to review in accordance with clause 7, and paid in accordance with clause 6.2(1).

(2) Category 2 Maintenance Charge

BR will provide a quotation to the Siding Owner for approval. The quotation will be reasonably calculated by BR taking into account the work required and associated BR costs. After completion of the works BR will issue the Siding Owner with a tax invoice which shall be payable in accordance with clause 6.2(2).

Circumstances may require BR to complete Category 2 Maintenance Services without receiving quote approval from the Siding Owner. The Siding Owner will be required to pay BR's tax invoice regardless.

(3) Category 3 Maintenance Charge

BR may proceed with Category 3 Maintenance Services without issuing a quotation to the Siding Owner. After completion of the works BR will issue the Siding Owner with a tax invoice which shall be payable in accordance with clause 6.2(2). The tax invoice will be reasonably calculated by BR taking into account the work required and associated BR costs.

Item 7 Address for service of each party

BR's postal address for service is:

Address: Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Attention: Chief Executive Officer

Siding Owner's postal address for service is:

Address: 13 Cotterall Street, Dowerin, Western Australia 6461

Attention: Chief Executive Officer

Schedule 2 Connection Infrastructure

Item 1 Diagram of Civil Infrastructure

See diagram 2017-009 dated 11 April 2017 attached hereto.

Item 2 Communications and Signalling Infrastructure

N/A

Schedule 3 Category 1 Maintenance Task List

BR must carry out the following routine maintenance of the Connection Infrastructure.

Item 1 Civil Infrastructure

BR must carry out the following repair and maintenance in respect of the Civil Infrastructure:

- (1) routine inspections by the track patrollers and inspectors (frequency as reasonably determined by BR);
- (2) routine maintenance to the specified civil infrastructure equipment items which covers fettling, lubrication and adjustments of points (frequency as reasonably determined by BR); and
- (3) tamping and regulating to maintain alignment (frequency as reasonably determined by BR) .

Item 2 Communications and Signalling Infrastructure

N/A

Schedule 4 Civil Infrastructure Maintenance Report

Civil Infrastructure – Maintenance Report (sample only)

BROOKFIELD RAIL – CATEGORY 1 MAINTENANCE														
LOCATION:			DATE:											
SECTION OF LINE:			INSPECTION TYPE: Semi-weekly / Weekly / Fortnightly / Monthly / Quarterly / Unscheduled (Circle as appropriate)											
			Section of Line No.											
			Point No.											
			Rail Weight											
			Wear on Toe											
			Gap between blade and stockrail											
			Heel block and bolts											
			Blade stops											
			Switch blade											
			Spreader bars, brackets, bolts											
			Head wear											
			Chairs											
			Fastening											
			Timber condition											
			Gauge Measurement											
			Flange way clearances											
			Check rail blocks											
			Check rail wear											
			Check rail bolts											
			Wear at nose											
			Wear at ring rail											
			PRIORITY / FAULT No.											

F – FAIR G- GOOD P – POOR

Response Criteria: **E1** – Repair immediately, **E2** – Repair within 24 hours, **R1** – Repair within 7 days, **R2** – Repair within 28 days, **R3** – Repair within 60 days, **M** – Monitor

COMMENTS:

FIT FOR TRAFFIC:

☐ YES

☐ NO

INSPECTED BY (PRINT NAME):

SIGNATURE:

Document Id: WJ30 400 001

Rev #: 1.00

Issue Date:

Pages: 1 of 1



Track Access Agreement (Wheatbelt Heritage Rail Project Once Off Train Path)

Brookfield Rail Pty Ltd
ABN 42 094 721 301

Shire of Dowerin
ABN 35 939 977 194

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The agreement

Track Access Agreement

Date ►

2017

Between the parties

BR

Brookfield Rail Pty Ltd

ABN 42 094 721 301

of Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Operator

Shire of Dowerin

ABN 35 939 977 194

of 13 Cottrell Street, Dowerin, Western Australia 6461

Background

- (a) BR is entitled to grant access rights in respect of the Network.
 - (b) At the Operator's request, BR has agreed to grant to the Operator access rights to the Network on the terms and conditions in this Agreement.
 - (c) The Operator has entered into this Agreement with BR to confirm the terms and conditions which apply to the Operator's access rights.
-

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Agreement are set out below.

Term	Meaning
Access Term	is defined under clause 2.
Accreditation	has the meaning given to it under the Rail Safety Act. Accredited means to hold Accreditation.
Accredited Owner	an owner of a railway who is Accredited or taken to be Accredited.
Agreement	this document and its schedules, annexures and attachments.
BR Indemnified Parties	(a) BR and its Personnel; and (b) each Related Body Corporate of BR and their Personnel.
BR's Network Rules	the Brookfield Rail Network Safeworking Rules and Procedures issued in accordance with BR's safety management system approved under Part 3 Division 6 of the Rail Safety National Law together with any amendments, deletions or additions made in accordance with the safety management system and all policies and notices issued by BR for the purpose of ensuring the safe use of the Network.
Business Day	a day on which banks are open for business in Perth excluding a Saturday, Sunday or public holiday in Perth, Western Australia.
Charges	the charges set out in or calculated in accordance with Schedule 2, as varied from time to time in accordance with this Agreement.
Claim	a claim, demand, action or proceeding of any nature, whether actual or threatened and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or any other basis.
Commencement Date	00:00 26 April 2017.
Confidential Information	in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that

party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:

- (a) is by its nature confidential;
- (b) is stated in this Agreement to be confidential;
- (c) is designated by a party in writing as being confidential; or
- (d) the receiving party knows or ought to know is confidential, but excludes information which:
 - (e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;
 - (f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or
 - (g) has been independently developed or acquired by the receiving party.

Consequential Loss

- (a) Subject to paragraph (b) of this definition, loss of contract, loss of profit, economic loss, loss of use, loss of business reputation, loss of opportunities, loss of anticipated savings or wasted overheads, loss of production, loss of revenue, any port, shipping or demurrage costs or fees, or any special damages (except to the limited extent set out below in this definition) or damage to credit rating, howsoever arising and whether in any action in contract, tort (including negligence), equity, or product liability, under statute or any other basis.
- (b) The following are expressly excluded from paragraph (a) of this definition:
 - (1) in respect of any personal injury claim or claim in respect of the death of any person, special loss or economic loss as those terms are used in the context of such claims;
 - (2) the Operator's liability to pay BR any amount expressly provided for in this Agreement (including any Charges or other amount payable by the Operator as a debt due);
 - (3) any loss, damage or cost arising out of or in connection with fraud or Wilful Default;
 - (4) without limiting paragraph (b)(5) of this definition, the cost of repairing, replacing or reinstating any real or personal property of any person (including BR and the Operator); and
 - (5) any loss, damage or cost arising out of or in connection with damage to third party property.

Corporations Act

the *Corporations Act 2001* (Cth).

Dangerous Goods Code

the Australian Code for the Transport of Dangerous Goods by Road and Rail prepared by the National Transport Commission (or successor body) from time to time.

Default Rate

at the relevant time, the cash rate target then prevailing and published by the Reserve Bank of Australia on its website (www.rba.gov.au) at that time plus 10% per annum.

Dollars, A\$ and \$

the lawful currency of the Commonwealth of Australia.

Environmental Condition any Environmental Damage or any event, circumstance, condition, operation or activity which is reasonably foreseeable to be likely to result in Environmental Damage and which in BR's opinion (acting reasonably) may result in BR or any other person incurring any material liability or being subjected to a direction of any competent authority.

Environmental Damage any material injury or damage to persons, living organisms or property or any material pollution or impairment of the environment (including any land, air or water) resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

Environmental Law any Law, notice, decree, order or directive of any authority or otherwise, relating to the environment (as the term environment is defined in the *Environmental Protection Act 1986* (WA)) or the enforcement or administration of any of those Laws, notices, decrees, orders or directives of any authority or otherwise, and includes:

- (a) the *Environmental Protection Act 1986* (WA); and
 - (b) any regulations or orders made under the *Environmental Protection Act 1986* (WA).
-

Expiry Date 24:00 hours on 28 April 2017.

Force Majeure any cause, event or circumstance (or combination of causes, events and circumstances) which:

- (a) is beyond the reasonable control of the party claiming force majeure; and
- (b) cannot be prevented, overcome or remedied by the exercise by the party affected of a reasonable standard of care and diligence,

and, provided that the requirements in paragraphs (a) and (b) of this definition are satisfied, includes the following causes, events and circumstances:

- (c) an act of God, lightning, storm, flood, fire, bushfire, earthquake or explosion, cyclone, tidal wave, landslide, heat (including speed restrictions due to the impact of heat or other atmospheric conditions) or adverse weather conditions;
- (d) any statewide or nationwide industrial dispute not caused by or contributed to by the party claiming force majeure;
- (e) an act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic; or
- (f) the effect of any applicable Laws or enforcement actions of any court or Government Agency which occur after the date of this Agreement and which could not reasonably have been foreseen by the party claiming force majeure;

but expressly excluding:

- (g) lack of funds;
- (h) financial hardship;
- (i) loss of customers or loss of market share;
- (j) the failure of, or the breakdown of or other damage to plant, machinery or infrastructure other than as a direct result of a cause, event or circumstance set out in paragraph (c) or paragraph (e) of this definition; or
- (k) industrial disputes other than statewide or nationwide industrial disputes.

Good Industry Practices	those practices, methods and acts, as varied from time to time, that are commonly used in the railway industry by prudent persons.
Government Agency	any government, parliament, or any governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.
GPS Information	<p>the following data for each locomotive set out in Schedule 5 utilising a Train Path, with each transmission of data to comprise:</p> <ul style="list-style-type: none"> (a) date and time stamp; (b) GPS coordinates (latitude and longitude); and (c) details of the locomotive (including vehicle identifier).
GST	any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST as that term is used in the GST Act.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and includes other GST related legislation.
Incident	<p>a breakdown, accident or emergency on the Network which involves the Operator and which causes or may reasonably be expected to pose a danger of causing any one or more of the following:</p> <ul style="list-style-type: none"> (a) material damage to or interference with the Network; (b) material damage to property; (c) material personal injury to any person; (d) an Environmental Condition; (e) a Category A or a Category B notifiable occurrence as defined in the regulations to the Rail Safety Act; (f) an incident which requires notification under the Standards; or (g) an incident requiring notification under the Dangerous Goods Code.
Insolvency Event	<p>the occurrence of any of the following events in relation to a party:</p> <ul style="list-style-type: none"> (a) a judgment in an amount exceeding \$1,000,000 is obtained against the party, or any distress, attachment, execution in an amount exceeding \$1,000,000 is issued against, levied or enforced on any of the party's assets, and is not set aside or satisfied within 20 Business Days or appealed against within the period permitted by the rules of the relevant court; (b) the party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act; (c) the party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them, other than for purpose of a bona fide reconstruction or amalgamation;

- (d) a receiver, receiver and manager, administrator, liquidator, trustee or similar official is appointed, or a resolution to appoint is passed, to a party or over any of the party's assets or undertakings;
- (e) an application or order is made for the winding up or dissolution of the party (other than an application which is stayed, withdrawn or dismissed within 10 Business Days), or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, except for the purpose of an amalgamation or reconstruction;
- (f) the party is deregistered or any steps are taken to deregister the party under the Corporations Act;
- (g) the party ceases to carry on business; or
- (h) any event analogous or having a substantially similar effect to any of the events described above happens in connection with that party.

Instructions

all instructions and directions, including instructions and directions of the kind listed in Schedule 4, issued by BR from time to time which:

- (a) ensure, facilitate or encourage the proper, efficient, safe and lawful:
 - use of and access to the Network by all Network users; and
 - management of the Network by BR;
 - (b) are consistent with the Train Management Guidelines; and
 - (c) are given with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of BR (as set out in paragraphs 1 and 2 of this definition) in issuing the instruction or direction,
- but does not include instructions and directions which:
- (d) derogate from the Train Paths;
 - (e) prevent the Operator from running a Service of the nature of the Services contemplated at the Commencement Date or as agreed between the parties from time to time; or
 - (f) are given for the purpose only of achieving BR's internal commercial objectives unrelated to the valid objectives of BR as set out in paragraphs 1 and 2 of this definition,

unless the instructions or directions:

- (g) are Train Control Directions properly given;
- (h) relate to emergencies or material safety issues;
- (i) are given to implement or support the Train Management Guidelines;
- (j) are necessary to prevent or to minimise the effect of a material breach of this Agreement; or
- (k) are otherwise authorised by this Agreement,

and a reference to BR in this definition of Instructions includes also a reference to BR's agents.

Law

- (a) Commonwealth, state and local government legislation, including regulations and by-laws;
- (b) legislation of any other jurisdiction with which the relevant party must comply;
- (c) any law or legal requirement at common law or in equity;
- (d) Government Agency requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and

(e) any decision, rule, ruling, binding order, interpretative decision, directive, guideline, request or requirement of any Government Agency or other authority with which the relevant party is legally required to comply.

Liability

(a) any cost, expense, liability, claim, charge, loss, outgoing or payment of any kind, including legal fees and disbursements (on a full indemnity basis) and interest; and

(b) any diminution in value or deficiency of any kind or character that a party pays, suffers or incurs or is liable for,

and, if the context permits also includes any claim or demand for the payment of money, whether liquidated or not.

Major Periodic Maintenance

activities that renovate the Network to retain it in a functional condition which are normally completed on track sections at intervals of more than one year or more frequently if reasonably required and includes re-railing, rail grinding, resurfacing, re-signalling, communications upgrades, renovating structures, ballast cleaning and re-sleepering. For clarity, routine maintenance is not Major Periodic Maintenance.

Master Control Diagram

a diagrammatic or electronic record covering specific parts of the Network which shows all train paths including the Train Paths.

Maximum Track Axle Load

the axle load limit for the relevant parts of the Network that Trains will travel on, as set out in Schedule 1.

Maximum Train Length

the train length limit for relevant parts of the Network that Trains will travel on, as set out in Schedule 1.

Month

a calendar month.

Net Financial Effect

the net effect, on a party of an event or circumstance, in financial terms, of the occurrence of the event or circumstance on the party in relation to performing its obligations and exercising its rights under this Agreement including any increases in costs (whether capital or operating, fixed or variable) and other detriments incurred, or to be incurred, by the party but deducting the amount of any savings or other benefits or advantages received, or to be received, by the party on the basis that the party uses reasonable endeavours to mitigate the net effect of the event or circumstance.

Network

the railway network and associated infrastructure in Western Australia under the ownership or control of BR or its Related Bodies Corporate from time to time.

Operator Indemnified Parties

the Operator and its Personnel.

Origin

the origin for the relevant Train Path as specified in Schedule 1.

Park	the exercise of the right to stand a Train or Rolling Stock on the Network for any period longer than the usual standing time allowed for under a Train Path in accordance with the Train Management Guidelines.
Personnel	the directors, officers, employees, agents, contractors and licensees of a party.
Possession of the Network	closure of the relevant part of the Network to all traffic for the purpose of effecting repairs, maintenance or upgrading.
Rail Access Code	the <i>Railways Access Code 2000</i> (WA) .
Rail Freight System Act	the <i>Rail Freight System Act 2000</i> (WA).
Rail Safety Act	the <i>Rail Safety National Law (WA) Act 2015</i> , including the <i>Rail Safety National Law (WA) Regulations 2015</i> and the <i>Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015</i> .
Rail Safety National Law	the Rail Safety National Law set out in the Schedule to the <i>Rail Safety National Law (WA) Act 2015</i> .
Related Body Corporate	has the meaning given to that expression in the Corporations Act.
Relevant Tax	any tax, charge, levy, duty, impost, rate, royalty, or imposition which is imposed on BR by, or payable by BR to, any Government Agency but does not include any income tax, fringe benefits tax, capital gains tax or any tax that replaces any of those taxes.
Rolling Stock	a locomotive permitted for use on the Network, as set out in Schedule 5 (as varied from time to time in accordance with clause 5.3(c)).
Scheduled Train Paths	an entitlement to access the Network by reference to the Maximum Track Axle Load, Maximum Train Length, Rolling Stock, day of the week and departure, transit and arrival times between entry and exit points on the Network, as set out in Schedule 1, and as may be amended from time to time in accordance with clause 9, or at BR's sole discretion.
Service	the operation of a Train on the Network by the Operator utilising a Train Path for the purpose of relocating the locomotive outlined in Schedule 5.
Standards	the Australian Standard AS4292- Rail Safety Management (Part 1: General and Interstate Requirements), and any other principles and standards prepared, approved and published by Standards Australia in relation to rail safety.

Track Access Permit	a permit issued by BR which allows a person to enter the rail corridor within which the Network is located.
Train	the combination of Rolling Stock used to operate Services.
Train Control	the control of trains on the Network by BR or its agents.
Train Control Centre	the facility or facilities maintained and operated by BR or its agents at any geographic location for the purposes of communication with Train Crew in order to exercise Train Control.
Train Control Directions	all Instructions issued by BR or its agents relating to management, continuity and safe operation of Train movements on the Network, including Instructions concerning the actual movement, deployment or placement of Trains.
Train Crew	a person or persons operating a Train.
Train Management Guidelines	BR's train management guidelines approved under section 43(4) of the Rail Access Code and includes any amendments to, or replacement of, those guidelines made under section 43 of the Rail Access Code at any time.
Train Manifest	<p>a notice, in electronic form, prepared by the Operator in relation to a Service and containing the following details in relation to that Service:</p> <ul style="list-style-type: none"> (a) the designated Train number for the Service and its origin and destination; (b) the Track Access Permit number for each of the Train Crew; (c) the date the Service will commence its operation on the Network; (d) the identification number of the locomotive or locomotives that will operate the Service in the order in which they will form the Train; (e) the number of Rolling Stock in the Train; (f) the gross mass of the Train and the axle load; (g) the length of the Train and the number of wagons; (h) for all Rolling Stock in the Train in the order in which it will be placed, leading end first, the following information: <ul style="list-style-type: none"> (1) Rolling Stock identification number; (2) Rolling Stock classification; (3) working mode; (4) gross weight of the Rolling Stock (which weight must not be less than the tare weight for that Rolling Stock as set out in Schedule 5); (5) all data provided by the Other Weighing System; and (6) the class of any dangerous goods (as described in the Dangerous Goods Code) carried in the wagon.

Train Path	<p>an entitlement to access the Network by reference to certain specifications relating to the Maximum Track Axle Load, Maximum Train Length, Rolling Stock, day of the week and to departure, transit and arrival times between entry and exit points on the Network and includes the following types:</p> <ul style="list-style-type: none"> (a) the Scheduled Train Paths; (b) train paths provided to the Operator pursuant to clause 3.5; and (c) all other ad hoc entitlements (including train paths arising by reason of compliance with Instructions) to access the Network which are provided by BR to the Operator on the terms set out in this Agreement and otherwise on such terms as BR may stipulate in accordance with this Agreement or as otherwise agreed between the parties, <p>as amended or varied in accordance with this Agreement.</p>
Transmission Method	<p>The provision of GPS Information to BR by one or more of the following methods:</p> <ul style="list-style-type: none"> (a) FTP server hosting; (b) HTTP or HTTPS website hosting; (c) duplication of GPS streams to BR servers; (d) secured VPN link; or (e) a method that BR reasonably requests the Operator to use to interface with any technology that BR implements during the Access Term.
Variation Date	<p>the agreed date from which the Operator's entitlement to a Varied Train Path is to take effect from.</p>
Varied Train Path	<p>a variation to a Scheduled Train Path requested or offered by a party pursuant to clause 9.</p>
Wagon Load	<p>the weight of an individual wagon attached to a Train, and includes the weight of the physical wagon and the weight of the product carried in that wagon.</p>
Wagon Weighing Device	<p>a device or combination of devices which is:</p> <ul style="list-style-type: none"> (a) calibrated, in accordance with a recognised industry standard, to measure; or (b) determined by an authority which provides independent assurance to be capable of measuring; or (c) agreed by the parties to be capable of measuring, <p>Wagon Loads with a degree of accuracy of within plus or minus 3.4% in service and maintained to such a degree of accuracy.</p>
Weighing System	<p>a system that measures Wagon Load using a Wagon Weighing Device and which:</p> <ul style="list-style-type: none"> (a) is owned and operated by BR (BR's Weighing System) at a point on the Network that Trains utilising Train Paths in Schedule 1 will traverse; (b) or, where BR's Weighing System is not available or operational:

is owned and operated by the Operator or a customer of the Operator (**Other Weighing System**), provided that the Other Weighing System is maintained at all times such that it meets the requirements of a Wagon Weighing Device under this Agreement.

Wheel Condition Monitor a system that measures the condition of the wheels on a wagon and which can also weigh that wagon, and which is owned and operated by BR at a point on the Network that Trains utilising Train Paths in Schedule 1 will traverse.

Wilful Default any wilful, intentional, wanton or reckless act or omission carried out or omitted to be done with a reckless disregard for and knowledge of the consequences of the act or omission.

Working Timetables the operating data for all or part of the Network issued as part of BR's Network Rules and as amended from time to time.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) singular words will also have their plural meaning and vice versa;
- (b) a reference to one gender includes all genders;
- (c) a reference to a person includes a natural person, firm, body corporate, unincorporated association, partnership, joint venture and Government Agencies;
- (d) an obligation, liability, representation or warranty:
 - (1) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (2) on the part of two or more persons binds them jointly and severally;
- (e) a reference to a party to a document include that party's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) a reference to the consent of a party means the prior written consent of that party;
- (g) headings are for convenient reference only and do not affect the interpretation of this Agreement;
- (h) a reference to a clause, annexure or a schedule is a reference to a clause, annexure or schedule of this Agreement;
- (i) a thing (including any amount) is a reference to the whole and each part of it;
- (j) where any party comprises more than one person then all of those persons together as well as each of them individually must comply with that party's obligations under this Agreement;
- (k) a reference to any Law includes:
 - (1) that Law as amended or re-enacted;
 - (2) a statute, regulation or provision enacted in replacement of that Law;

- (3) any regulation or other statutory instrument made or issued under that Law; and
- (4) any amendment made to a statute, regulation or provision as a consequence of another statute, regulation or provision;
- (l) a reference to a clause, a schedule, an agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time;
- (m) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (n) a reference to a body (including an institute, association or authority), other than a party to this Agreement, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to “includes” or “including” must be construed without limitation;
- (p) a reference to termination of this Agreement includes the expiry of the term of this Agreement;
- (q) where time is to be reckoned by reference to a day or event, that day or the day of the event will be excluded;
- (r) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day; and
- (s) where a word or expression is defined, cognate words and expressions will be construed accordingly.

1.3 Exclusion of the contra proferentem rule

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2 Access Term

This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, expires on the Expiry Date (the **Access Term**).

3 Track access rights

3.1 Grant to Operator of Scheduled Train Paths

Subject to the terms and conditions of this Agreement, BR grants to the Operator the right to operate Services on the Network using the Scheduled Train Paths.

3.2 Nature and scope of rights

- (a) Nothing in this Agreement gives the Operator any right, title or interest of any proprietary nature in the Network.

- (b) No train of another user of the Network will be allotted a train path which conflicts with a Scheduled Train Path other than on an ad hoc basis where the Operator does not utilise that Scheduled Train Path on a given day.
- (c) Notwithstanding clause 3.1, the Operator's right to operate Services on the Network using a Scheduled Train Path is subject to:
 - (1) the Operator complying with the terms and conditions of this Agreement;
 - (2) the Operator having the required Accreditation to operate Services on the Network;
 - (3) presentation by the Operator of a Train at the Origin by the scheduled departure time;
 - (4) advice to the Train Control Centre from the Operator no later than 15 minutes before the scheduled departure time that the Operator's Train will be ready for departure on time;
 - (5) the Trains utilising the Train Path being comprised of Rolling Stock (or such other combination of locomotives and wagons agreed to in writing by BR);
 - (6) emergencies or material safety considerations;
 - (7) Force Majeure which affects the ability of BR to provide the Train Path;
 - (8) the Train Management Guidelines and BR's Network Rules;
 - (9) repairs, maintenance or upgrading of the Network in accordance with clause 9.3; and
 - (10) all applicable Laws.

3.3 No other access

The Operator must not access or attempt to access the Network in any way other than as expressly permitted under this Agreement or any other written agreement between the parties.

3.4 No automatic renewal

The Operator does not have any automatic or enforceable rights of renewal or extension of any Train Paths under this Agreement.

3.5 Working Timetable

- (a) BR must ensure that the Operator receives details of, or has access to, those parts of the Working Timetables relating to the Train Paths (including any updates or revisions to those parts).
- (b) BR must as soon as reasonably practicable notify the Operator of any changes to the Working Timetables that may affect the provision of the Services. Any Instruction which relates to the provision of the Services will be deemed to be notice of a change to the Working Timetables for the purposes of this clause 3.5.

3.6 Master Control Diagram

- (a) As soon as reasonably practicable after the Commencement Date and thereafter following any variation to Schedule 1, BR must incorporate the Scheduled Train Paths into the Master Control Diagram.
- (b) BR must ensure (subject to any confidentiality or legal requirements) that the Operator receives details of, or has access to, those parts of the Master Control

Diagram relating to the Train Paths (including any updates or revisions to those parts) in accordance with BR's standard procedures relating to access by persons other than BR to the Master Control Diagram.

3.7 Parking

- (a) The parties acknowledge and agree that the grant of access to the Train Paths under clause 3.1 does not include the right to Park and that, unless agreed in accordance with this clause 3.7, the Operator has no right to Park on the Network.
- (b) The Operator may Park without charge:
 - (1) with BR's consent (which is not to be unreasonably withheld), where the Operator requests to do so for a period of less than 15 minutes;
 - (2) where it is required to do so pursuant to an Instruction other than an Instruction issued as a result of an act or omission of the Operator;
 - (3) for reasons of Force Majeure affecting BR or the Operator; or
 - (4) in order to recover from Incidents or Rolling Stock failure.
- (c) The Operator must comply with BR's reasonable requirements relating to the exercise of any right to Park granted by BR under this clause 3.7.

3.8 Agreement outside access regime

- (a) BR and the Operator each acknowledge and agree that:
 - (1) this Agreement governs the access to the Network by each Operator for the Access Term; and
 - (2) the amounts that BR may invoice to the Operator for the Train Paths are outside the access regime pursuant to the Rail Access Code.
- (b) The Operator agrees and undertakes that, in respect of access during the Access Term, it will not seek access to the Train Paths or any Additional Train Path under the access regime pursuant to the Rail Access Code.

4 Charges, invoices and payment

4.1 Invoices and payment of Charges

- (a) BR will invoice the Operator for all Charges and any other amounts which are payable under this Agreement at the times, and in the manner, provided for in Schedule 2.
- (b) The Operator must pay the Charges and all other amounts which are payable under this Agreement:
 - (1) at the times set out in Schedule 2 or as otherwise specified in this Agreement;
 - (2) in immediately available funds and without deductions, counter claims, conditions, set off or withholdings;
 - (3) to BR or any other person nominated by BR;
 - (4) at the place and in the manner reasonably required by BR; and
 - (5) no later than 5pm local time in the place where payment is to be made.
- (c) If the Operator is compelled by Law to make a deduction or withholding from any payment, the Operator must promptly pay to BR the additional amount

necessary so that the net amount received by BR equals the full amount which would have been received by BR if no deduction or withholding had been made.

- (d) BR does not need to make a demand for payment of any amount required to be paid by the Operator under this Agreement unless required by Law.
- (e) If:
 - (1) BR in any notice requesting payment for any amount; or
 - (2) this Agreement,does not specify when a payment is due, it is due within 15 Business Days after BR gives notice requesting payment.
- (f) Subject to clause 4.3, if the Operator does not make a payment by the time that it is due under this Agreement, then BR may upon giving the Operator 5 Business Days prior written notice, suspend the Operator's rights to access the Network.

For clarity, if the Operator has not paid an amount that is due under an invoice and is not in dispute in accordance with clause 4.3, then BR may upon giving the Operator 5 Business Days prior written notice, suspend the Operator's rights to access the Network.

4.2 Review of Charges

The Charges payable under this Agreement will be reviewed and varied in accordance with Schedule 3.

4.3 Disputes regarding amounts payable under this Agreement

- (a) Where there exists a bona fide dispute in relation to any amount set out in an invoice issued pursuant to this Agreement, the Operator must, within the time required for payment:
 - (1) pay the amount that is not in dispute; and
 - (2) refer the dispute in respect of the disputed amount for resolution in accordance with clause 19.
- (b) If the resolution of the dispute determines that the Operator must pay an amount to BR, the Operator must pay that amount to BR upon resolution of that dispute together with interest in accordance with clause 4.5, in immediately available funds and without deductions, counterclaims, conditions, set off or withholdings.

4.4 No Set off

Subject only to clause 4.3, all payments which the Operator is required to make under this Agreement must be made without deductions, counter claims, conditions, set off or withholdings.

4.5 Interest

- (a) The Operator must pay interest on any amounts due to BR under this Agreement (including all amounts properly included in an invoice) which are not paid by the Operator when due.
- (b) Interest :
 - (1) will accrue daily at the rate per annum equal to the Default Rate;
 - (2) will be computed by BR from and including the day when the money on which interest is payable becomes owing to BR by the Operator until but excluding the day of payment of that money;

- (3) will be calculated on the actual days elapsed; and
- (4) must be paid by the Operator to BR on demand.

4.6 GST

- (a) Except where the context suggests otherwise, terms used in this clause 4.6 have the meanings ascribed to those terms by the GST Act.
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 4.6.
- (c) Unless otherwise expressly stated, all Charges and other amounts due and payable under this Agreement are exclusive of GST. Any amounts that are specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 4.6.
- (d) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.
- (e) Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (f) If GST is payable on a supply made by a party (**Supplier**) under or in connection with this Agreement, the party providing consideration for that supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable in relation to the supply.
- (g) Any additional amount referred to in clause 4.6(f) must be paid by the Recipient at the same time as any other consideration is to be first provided for that supply and the Supplier must promptly provide to the Recipient a tax invoice complying with the relevant Law relating to that GST.
- (h) Where this Agreement requires the Recipient to reimburse the Supplier for any loss, cost or expense, the Recipient must also at the same time pay and indemnify the Supplier against all GST incurred by the Supplier in respect of that loss, cost or expense to the extent the Supplier reasonably determines that it is not entitled to repayment or credit in respect of the GST.
- (i) If the GST payable on a supply made under or in connection with this Agreement (not taking into account any consideration that is inclusive of GST), varies from the additional amount paid by the Recipient under clause 4.6(f) in respect of that supply (as adjusted to take account of any previous payment made pursuant to this paragraph), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any amount payable under this clause 4.6(h) must be paid no later than 10 Business Days after the Supplier provides an adjustment note to the other party.

5 Control and management of access to the Network and use of the Network

5.1 BR to control

Control of the Network and management of access to the Network remains at all times with BR.

5.2 BR's obligations

BR must at all times during the Access Term:

- (a) undertake the function of Train Control over the Network;
- (b) comply with the Train Management Guidelines;
- (c) make the Network available to enable the Operator to use the Train Paths granted by BR on the terms of this Agreement;
- (d) request, record and collate information from the Operator and other users of the Network for the purposes of generating invoices referred to in clause 4.1 and effectively exercising the functions referred to in clauses 5.2(a) and 5.2(b);
- (e) maintain and operate the Train Control Centre and a communication system for the purpose of communication with the Operator and other users of the Network, and to assist the Operator, at the Operator's cost, to access that communication system;
- (f) provide the Operator with details, as soon as reasonably practicable of an operating incident (including an Incident) which has affected or could potentially affect the ability of any Train to retain its Train Path, or otherwise affect its security or safety or the security and safety of the freight or Train Crew; and
- (g) comply with all Laws which are applicable to BR's obligations under this Agreement.

5.3 Operator's obligations in relation to Rolling Stock

- (a) The Operator must at all times during the Access Term ensure that:
 - (1) each Train operated by the Operator on the Network is at all times in a good and safe operational condition and complies with all relevant requirements of BR's Network Rules; and
 - (2) all of the equipment used by the Operator on or in connection with the Network is maintained to a sufficient standard of safety and to a sufficient level of operational efficiency,but in any case in respect of a particular matter to standards set out in all relevant volumes as amended or superseded from time to time of:
 - (3) the "Railways of Australia Manual of Engineering Standards and Practices";
 - (4) the draft code of practice on rolling stock issued or published by the Australasian Railways Association or the Rail Industry Safety and Standards Board, as the case may be, and, if that draft code of practice on rolling stock is subsequently endorsed by the Commonwealth of Australia (including any Government Agency) for national implementation (including on the Network) then such code of practice once it is so endorsed.
- (b) The Operator may only use the Rolling Stock to provide the Services.
- (c) If the Operator changes or proposes to change any Rolling Stock used to provide the Services, the Operator must request BR's consent in writing for that change (such consent not to be unreasonably withheld) as soon as reasonably possible but in any event no later than 5 Business Days prior to the time the proposed change is scheduled to occur, and if consent is notified in writing by BR, Schedule 5 will be varied accordingly.
- (d) At all times that a Train is operated on the Network, the Operator must ensure that all wagons attached to that Train:
 - (1) are loaded evenly;

- (A) in a manner that will ensure the Operator can comply with clause 5.5(a)(11);
 - (B) below or up to the registered carrying capacity of the relevant Rolling Stock; and
 - (C) below or up to the Maximum Track Axle Load for the relevant Train Path; and
- (2) are configured so that all empty wagons are positioned at the end of the Train, and are not positioned between loaded wagons.
- (e) Where any wagon comprised in a Train operated, or likely to be operated, by the Operator under this Agreement is not loaded in accordance with the requirements of clause 5.3(d), as may be determined by BR acting reasonably (including by use of a Weighing System or by use of a Wheel Condition Monitor):
 - (1) BR may, notwithstanding any other provisions of this Agreement and without limitation to its other rights in relation to clause 5.3(d) prohibit the Train from entering onto or continuing to operate on the Network;
 - (2) BR may, at its sole and absolute discretion and on such conditions as it sees fit, issue an Instruction permitting the Train to enter onto or continue to operate on the Network, but is under no circumstances obliged to do so; and
 - (3) BR is not liable to the Operator for any Claim, and the Operator must not make any Claim against BR, in respect of any loss suffered or incurred by the Operator in connection with any act or omission of BR in accordance with this clause 5.3(e).

5.4 Operator's obligations in relation to Train Crew

The Operator must at all times during the Access Term ensure that each Train operated by the Operator on the Network will be operated by a Train Crew that:

- (a) are qualified under BR's Network Rules and who each have an appropriate Track Access Permit in accordance with BR's Network Rules;
- (b) each have knowledge of the route over which the Train Crew will operate the Train in accordance with the requirements of the Operator's Accreditation; and
- (c) are qualified in the operation of the Rolling Stock used to operate the Train in accordance with the Operator's procedures.

5.5 Operator's general obligations

- (a) The Operator must, at its own cost, at all times during the Access Term:
 - (1) ensure that its use of the Network complies with the Train Paths applicable to each Service;
 - (2) if it becomes aware that material non-compliance by a Service with the applicable Train Path (or any other Train Path which is provided) has occurred or is a reasonable possibility, notify the Train Control Centre immediately;
 - (3) ensure that its use of the Network is carried out in such a way as to minimise obstruction of the Network and so that use of the Network by any other user authorised by BR is not prevented or delayed (other than through use of the Network in accordance with this Agreement or through proper compliance with an Instruction validly given);
 - (4) comply with all Laws which are in any way applicable to operation of the Services or its use of the Network;

- (5) not materially change, alter, repair, deface, damage or otherwise affect any part of the Network;
 - (6) provide and maintain communications equipment which is compatible with the equipment used in the Train Control Centre and use such equipment to communicate with the Train Control Centre. If BR proposes to change communications equipment in the Train Control Centre and the proposal will result in the Operator having to replace or upgrade its communications equipment, BR must give reasonable notice to the Operator and the Operator must at its cost replace or upgrade the communications equipment to be compatible with the equipment used in the Train Control Centre;
 - (7) where the Operator intends to rely on (or desires BR to rely on) data produced by an Other Weighing System, provide to BR a certificate evidencing the calibration of that Other Weighing System:
 - (A) at least 10 Business Days prior to the Operator's initial reliance on that data; and
 - (B) at any other time thereafter during the Access Term, within 10 Business Days of a written request by BR.
 - (8) provide to BR any information related to the operation of the Services (excluding commercial information) as BR reasonably requires to enable it to properly perform its functions and discharge its obligations to the Operator, other operators, the Network owner and the public;
 - (9) provide to BR a Train Manifest in a format acceptable to BR for each Service not less than 15 minutes prior to that Service commencing use of the Network and provide notice of any detail of the Train Manifest which changes during the course of the operation of the Service over the Network;
 - (10) inform BR as soon as reasonably practicable of any cancellation or intended cancellation by the Operator of any Service; and
 - (11) to the standard expected of a diligent and competent above rail operator, not allow more than inconsequential amounts of product, freight or material being hauled on or in a Train operated by the Operator to fall, leak, spill, emit or escape from the Train or become deposited on or adjacent to the Network.
- (b) For the purposes of clause 5.5(a)(11) **inconsequential amount** means an amount that does not result in or lead to:
- (1) damage to the Network;
 - (2) a breach, contravention or offence of any Environmental Law; or
 - (3) an Environmental Condition.

5.6 Operator's obligation to provide GPS Information

At all times during the operation of a Train by the Operator using any Train Path, the Operator must use best endeavours to provide GPS Information to BR on a continuous basis at intervals of no more than 5 minutes using a Transmission Method.

5.7 Operator's obligations in relation to disposal of waste

- (a) The Operator must ensure that no waste is disposed of from an on-board toilet on any Train directly on to the rail track unless that waste is first chemically treated, processed and discharged as waste water to the rail track through a filtration system which complies with all relevant Environmental Laws and policies in accordance with clause 13.1.

- (b) The Operator acknowledges that if the Operator is in breach of clause 5.7(a) at any time, BR may, without affecting any of its other rights or remedies, issue an Instruction to the Operator requiring the Operator to cease the operation of a Service until the Operator has provided evidence satisfactory to BR that the Operator has installed in each Train operated for that Service a means of treating, processing and discharging the waste in accordance with this clause 5.7.
- (c) If the Operator has not installed in each Train for that Service a means of treating, processing and discharging the waste in accordance with this clause 5.7, the Operator must ensure that the waste from on-board toilets is collected, chemically treated, processed and retained for decanting at terminals in compliance with relevant Environmental Laws and policies.

5.8 Operator's obligations in relation to any Network blockage

- (a) A blockage of the Network which is caused by a failed train, including any train operated by the Operator, will be managed in accordance with the Train Management Guidelines.
- (b) If a train (whether a Train operated by the Operator or any other train), fails and causes a blockage of the Network, the Operator must provide reasonable assistance to BR as necessary to facilitate the clearing of the blockage.

6 Repairs and maintenance of the Network

BR must at all times maintain the Network (but only in so far as the Network is relevant to the Scheduled Train Paths provided pursuant to this Agreement) in accordance with Good Industry Practices to the highest of:

- (a) the minimum standard required to maintain its Accreditation as an Accredited Owner; and
- (b) any other standards as the parties may agree in writing from time to time.

7 Accreditation

7.1 Accreditation warranty

- (a) Each party warrants that at all times during the Access Term it has and will maintain Accreditation to the extent required by Law.
- (b) The parties must promptly notify each other of any notice received from any Government Agency affecting Accreditation to the extent such notice relates to the party's rights or obligations under this Agreement.
- (c) The Operator must not operate Rolling Stock on the Network if it does not hold current Accreditation for the use of that Rolling Stock on the Network.
- (d) If a party loses part or all of its Accreditation or has part or all of its Accreditation suspended, that party must regain or have restored its full Accreditation as soon as is reasonably practicable to the extent such part of the Accreditation relates to the party's rights or obligations under this Agreement.

7.2 Evidence of Accreditation

- (a) Each party must on or before the Commencement Date provide to the other party evidence of its Accreditation.

- (b) A copy of all documents evidencing renewal or amendment of Accreditation must be provided by a party to the other party on the written request of the other party.

7.3 Suspension or cancellation of Operator's Accreditation

- (a) If at any time the Operator's Accreditation is:
 - (1) suspended or cancelled and that suspension or cancellation has an effect on or relevance to the Operator's obligations under this Agreement; or
 - (2) amended so that the Operator cannot perform its obligations generally under this Agreement,the Operator must immediately notify BR and cease all Services until:
 - (3) the Accreditation is reinstated; or
 - (4) if Accreditation is conditionally reinstated, the conditions are either complied with or apply only to the extent that they have no material effect or relevance to the Operator's obligations under this Agreement.
- (b) Nothing in this clause 7.3 derogates from the parties' rights under clause 16 in respect of suspension or termination of this Agreement.

7.4 Suspension or cancellation of BR's Accreditation

- (a) If at any time BR's Accreditation is:
 - (1) suspended or cancelled and that suspension or cancellation has an effect on or relevance to BR's obligations under this Agreement; or
 - (2) amended so that BR cannot perform its obligations generally under this Agreement,BR must immediately notify the Operator and the Operator must cease all Services until:
 - (3) the Accreditation is reinstated; or
 - (4) if Accreditation is conditionally reinstated, the conditions are either complied with or apply only to the extent that they have no material effect or relevance to BR's obligations under this Agreement.
- (b) Nothing in this clause 7.4 derogates from the parties' rights under clause 16 in respect of termination of this Agreement.

8 Instructions

8.1 Issue of Instructions by BR

- (a) BR may issue Instructions to the Operator.
- (b) BR must in giving any Instruction act in accordance with Good Industry Practices and must use its reasonable endeavours to minimise disruption to the Services.
- (c) As soon as reasonably practicable BR must give to the Operator a written copy of an Instruction unless such Instruction is ordinarily not given in writing by BR to operators granted access to the Network.

8.2 Compliance by the Operator with Instructions

- (a) Subject to clause 8.2(c), the Operator must:

- (1) comply with all Instructions given by BR to the Operator within a reasonable time before the required time for compliance; and
 - (2) promptly inform all relevant Train Crew of Instructions given by BR and any changes made by BR to the Instructions.
- (b) The Operator must:
 - (1) inform all relevant Train Crew of BR's Network Rules and any general notices and other information notified to the Operator by BR; and
 - (2) promptly inform the Operator's Train Crew of any changes made by BR to the documents referred to in clause 8.2(b)(1).
- (c) If an Instruction is a Train Control Direction, the Operator must comply with it immediately.
- (d) The Operator must comply with all Instructions in such a way as to minimise disruption to any other operator's use of the Network.
- (e) Except as provided in clause 17, BR is not responsible for any delay suffered or Liabilities incurred by the Operator in complying with a proper Instruction of BR, and the Operator releases BR from, and BR will not be liable for, any Claims or Liabilities suffered or incurred by or made or brought by or against the Operator as a result of or arising from such compliance.
- (f) Except as provided in clause 17, the Operator is not responsible for any delay suffered or cost incurred by BR as a result of the Operator complying with a proper Instruction of BR, and BR releases the Operator from, and the Operator will not be liable for, any Claims or Liabilities suffered or incurred by or made or brought by or against BR as a result of or arising from such compliance.

9 Train Paths

9.1 Operator and BR consultation protocols

- (a) If the Operator becomes aware of a Network failure or potential deviation from a Train Path, such that the relevant Train will not arrive at the destination at the scheduled time, the Operator must notify BR as soon as reasonably practicable of the magnitude of the variance and revised time of arrival.
- (b) The parties must, at all times during the Term, have and maintain consultation and communication protocols for the purpose of facilitating the exchange of information under clause 9.1(a), including, unless otherwise agreed, establishing a 24 hour communications link.

9.2 Temporary variations of Train Paths

Without limiting clause 8.1(a), the Train Paths may be temporarily varied by the giving of Instructions to the Operator:

- (a) for the purpose of preventing any actual or reasonably likely:
 - (1) breach of BR's Network Rules or of clause 12 by the Operator or of similar safety requirements by other operators on the Network;
 - (2) damage to the Network;
 - (3) injury to any person or material damage to any property; or
 - (4) delay to the progress of Trains on the Network (but only insofar as any trains operated by an operator pursuant to a separate agreement have priority over the Operator's trains under this Agreement, having regard to the Train Management Guidelines); or

- (b) for the purpose of preventing, or in response to, any actual or threatened breach by the Operator of any of its material obligations under this Agreement, and BR is not liable to the Operator for any Claim, and the Operator must not make any Claim against BR, in respect of any loss suffered or incurred by the Operator in connection with any temporary variation, change or adjustment of the Train Paths.

9.3 Repairs, maintenance and upgrading of the Network and temporary variations of Train Paths

- (a) Subject to clause 9.3(c), but notwithstanding any other provisions to the contrary in this Agreement, BR may perform repairs, maintenance or upgrading of the Network (including Major Periodic Maintenance) and take Possession of the Network, at any time.
- (b) If repairs, maintenance or upgrading of the Network, or taking Possession of the Network, are reasonably likely to materially affect the Train Paths and are required other than because of emergencies related to safety or natural events, BR must prior to commencement of the works:
- (1) take all reasonable steps to minimise any disruption to the Train Paths; and
 - (2) use reasonable endeavours to provide alternative Train Paths,
- but BR is not required to obtain the Operator's consent to such repairs, maintenance or upgrading, or Possession of the Network.
- (c) If the repairs, maintenance or upgrading activities:
- (1) can be carried out without affecting the use of Train Paths, BR is not obliged to give prior notice to the Operator;
 - (2) are required because of emergencies related to safety or natural events, BR is not obliged to give prior notice to the Operator but BR must advise the Operator as soon as practicable of:
 - (A) the circumstances;
 - (B) the likely impact on Train Paths; and
 - (C) the likely duration of the Possession of the Network; or
 - (3) are required other than because of emergencies related to safety or natural events and:
 - (A) will affect Train Paths for a continuous period of less than 6 hours, BR must give a minimum of 2 Business Days prior notice to the Operator;
 - (B) will affect Train Paths for a continuous period of between 6 and 12 hours, BR must give a minimum of 10 Business Days prior notice to the Operator and must consult with the Operator in relation to temporary adjustments or changes to Train Paths to facilitate the Possession of the Network;
 - (C) will affect Train Paths for a continuous period of between 12 and 48 hours, BR must give a minimum of 20 Business Days prior notice to the Operator and must consult with the Operator in relation to a temporary adjustments or changes to Train Paths to facilitate the Possession of the Network;
 - (D) will affect Train Paths for a continuous period of 48 hours or more, BR must give a minimum of 6 Months prior notice to the Operator and must also commence consultation with the Operator from the date of the notice in relation to alternative arrangements for Train Paths.

- (d) Any notice given under clauses 9.3(c)(3)(B), 9.3(c)(3)(C) or 9.3(c)(3)(D) must describe:
 - (1) the extent and nature of the works;
 - (2) the potential effect on Train Paths; and
 - (3) what alternative arrangements are proposed by BR.
- (e) If any repair, maintenance or upgrading activity notified by BR is not achievable within the anticipated timeframe, BR must:
 - (1) as soon as is reasonably practicable notify the Operator; and
 - (2) provide a revised and continuing estimate of the anticipated completion time of the works.
- (f) BR and the Operator agree that they will work together in the scheduling of repairs, maintenance and upgrades to the Network and to the Operator's facilities to minimise the disruption to one another.

10 Inspection and audit

10.1 Inspection and audit by BR

Subject to clause 10.2, BR may at any time by Instruction to the Operator require a particular Service of the Operator which is using the Network to undergo an audit for the purpose of assessing:

- (a) the Operator's compliance with the terms and conditions of this Agreement, including whether the Train Manifest provided by the Operator under clause 5.5(a)(9) is correct;
- (b) whether any one or more of the individual wagons used by the Operator in the provision of a Service is loaded unevenly or in excess of the Maximum Track Axle Load or its rated carrying capacity; or
- (c) whether any one or more of the individual wagons used by the Operator in the provision of the Service is loaded in an unsafe or potentially unsafe manner.

10.2 Limitations on audit

BR must:

- (a) carry out not more than such number of audits under clause 10.1 as are reasonably necessary in the circumstances for the purposes of assessing the matters referred to in clause 10.1; and
- (b) use its reasonable endeavours in the conduct of any such audit to minimise the disruption to the Operator's Service.

10.3 Instructions

In conducting an audit under clause 10.1, BR may give an Instruction to the Operator to divert or delay a Service or make any part of a Train engaged in providing a Service available for inspection or weighing.

10.4 Monitoring equipment

- (a) BR or its agent may place, on or about its Network, monitoring equipment which will take readings or measurements with the purpose of monitoring the operation of Rolling Stock and assessing the matters referred to in clause 10.1.

- (b) BR must ensure that systems are put into effect whereby any data collected by it or any approved person (on behalf of BR) using the monitoring equipment referred to in clause 10.4(a):
 - (1) is transmitted or forwarded direct to BR;
 - (2) will constitute Confidential Information of both BR and the Operator for the sole purpose of BR monitoring the Operator's compliance with clause 10.1; and
 - (3) may not be disclosed to any other party without the prior consent of both BR and the Operator.
- (c) To the extent that it relates solely to the Operator, BR must provide all data extracts to the Operator as soon as reasonably practicable after receipt.
- (d) Subject to BR maintaining to 3.4% accuracy the calibration of any such monitoring equipment referred to in clause 10.4(a) (which monitoring equipment is deemed to include any Weighing Device or Wheel Condition Monitor), the Operator will accept as fact the data provided by that monitoring equipment.

10.5 Inspection and Audit by the Operator

- (a) Subject to clause 10.5(b), where the Operator has reasonable grounds to believe that BR is not complying with clause 6, then the Operator may, at its cost and risk, audit or require the audit of the relevant aspect of any of the railway track and lines comprising the Network (but only in so far as the Network is relevant to the Scheduled Train Paths).
- (b) Any audit by the Operator under clause 10.5(a) is subject to:
 - (1) the Operator providing reasonable prior written notice to BR of its requirement to audit the Network and conducting that audit at reasonable times;
 - (2) any such audit being conducted in the presence of a representative of BR;
 - (3) the ability of BR to issue an Instruction to the Operator, at any time during the audit and which must be complied with immediately by the Operator, to ensure the proper, efficient, safe and lawful use of and access to the Network by the Operator and other operators;
 - (4) such other reasonable conditions as may be imposed by BR on such audit, including, but not limited to, compliance with BR's Network Rules and all applicable safety standards and Laws dealing with safety; and
 - (5) any such audit being conducted in a manner that does not cause any disruption to any service of any other operator granted access to the Network by BR or the provision of services by BR to such operators, or otherwise impact adversely on BR's other business activities or BR's ability to comply with its obligations under this Agreement.
- (c) The Operator will be liable for and will indemnify BR in respect of any Claims made against BR by another user of the Network or party that holds rights of access to any part of the Network as a result of a delay or cancellation of a train service of that entity as a result of the exercise by the Operator of its audit rights under this clause 10.5.
- (d) If the Operator has complied with clause 10.5(b) in exercising its audit rights and the results of the audit show that BR is in material breach of its obligations under this Agreement, then the Operator will not be liable for, or be required to indemnify BR in respect of, any Claim to the extent that such breach by BR caused or contributed to the Claim.

11 Emergencies and Incidents

11.1 Plans for dealing with Incidents

- (a) In consultation with the Operator, BR must at all times during the Term have, and periodically review and update, plans which are consistent with BR's Accreditation requirements for dealing with Incidents, and make such plans available to the Operator.
- (b) The Operator must at all times during the Term have, and periodically review and update, a plan for dealing with Incidents and make such plan available to BR. The Operator's plan must not be inconsistent with any plan prepared by BR under clause 11.1(a) and is subject to the prior consent of BR, which consent is not to be unreasonably withheld.

11.2 Compliance with plans and directions and with Rail Safety Act

The Operator and BR must follow the Incident response plans referred to in clause 11.1 and must comply with their respective obligations under the Rail Safety Act.

11.3 Notification of Incidents

The Operator and BR each must notify the other of any Incident as soon as possible after it comes to their attention.

11.4 Investigation of Incidents

- (a) Incidents will be investigated in accordance with the Rail Safety Act and as otherwise required by Law.
- (b) Each party must co-operate with an investigation under this clause 11.4 and make available records and personnel relevant to the Incident.
- (c) The parties must consult with each other to determine any action to be taken as a result of any investigation.

11.5 Operator's report

Without limiting clause 11.3, if an Incident occurs which involves the Operator and in relation to which BR has given notice to the Operator that a report is required, the Operator must promptly prepare and submit to BR a written report which must include the following (to the extent relevant to the Incident and reasonably possible for the Operator to ascertain):

- (a) the time and location of the Incident;
- (b) available details of all loss or damage to the Operator's Train and to the Network;
- (c) the factors which are known to have contributed to the cause of the loss or damage to the Operator's Train and to the Network (the parties acknowledging that such statement will be without prejudice and will not be binding on the Operator and will not be taken to be an admission by the Operator for any purpose, including insurance and indemnification purposes (notwithstanding the terms of any insurance policy to the contrary));
- (d) names of the Operator's Personnel including volunteers in any way involved in the Incident either as principals or as witnesses;
- (e) an analysis in printed format of speed recorder charts for the Operator's Train;
- (f) such other information which is required to be disclosed in a report to the Director General of Transport under the Rail Safety Act; and

- (g) any other information required to be disclosed in a report under the Dangerous Goods Code.

11.6 BR's report

Without limiting clause 11.3, if an Incident occurs which involves the Operator, the Operator may, by written notice to BR, request that BR provide, and BR must promptly prepare and submit to the Operator, a written report which must include the following (to the extent relevant to the Incident and reasonably possible for BR to ascertain):

- (a) the time and location of the Incident;
- (b) available details of all loss or damage to the Operator's Train and to the Network;
- (c) the factors which are known to have contributed to the cause of the loss or damage to the Operator's Train and to the Network (the parties acknowledging that such statement will be without prejudice and will not be binding on BR and will not be taken to be an admission by BR for any purpose, including insurance and indemnification purposes (notwithstanding the terms of any insurance policy to the contrary));
- (d) names of BR's Personnel including volunteers in any way involved in the Incident either as principals or as witnesses;
- (e) such other information which is required to be disclosed in a report to the Director General of Transport under the Rail Safety Act;
- (f) any other information required to be disclosed in a report under the Dangerous Goods Code; and
- (g) information from data logs including self-restoring points activation data, signal data and communications data.

11.7 No disposal of equipment

Subject to any contrary requirement at Law, the Operator and BR must not engage in conduct which would prejudice an investigation into an Incident, including the disposal of any equipment involved in such Incident (but only to the extent that such non-disposal is necessary to such investigation).

11.8 Interim responsibility for recovery costs

Until fault can be properly determined or agreed in relation to an Incident, BR will be responsible for recovery costs in relation to the Network and the Operator will be responsible for recovery costs in relation to all above-rail matters (including the Operator's Train).

12 Safety Standards

12.1 Compliance by the parties

The parties must, in relation to their respective responsibilities and rights under this Agreement:

- (a) comply with all applicable safety standards and Laws dealing with safety, including the Rail Safety Act;
- (b) comply with BR's Network Rules;
- (c) comply with the Dangerous Goods Code;

- (d) comply with the Standards (including any codes of practice developed under the Standards);
- (e) in addition to the Operator's Accreditation or BR's Accreditation (as the case may be), obtain and maintain such additional accreditation, licences, authorisations and approvals, and maintain such additional standards, which are required by Law;
- (f) irrespective of the extent that such obligations are binding by virtue of the Accreditation that each party is required by Law to maintain, and without limiting clause 5.4, ensure that their respective Personnel engaged in connection with the Services are competent and appropriately qualified and obtain and maintain any applicable or appropriate Accreditation and training, and provide to the other party evidence of any such matters upon reasonable request; and
- (g) irrespective of the extent that such obligations are binding by virtue of the Accreditation that each party is required by Law to maintain, ensure that their respective Personnel engaged in connection with the use by the Operator of the Network submit to regular and adequate drug and alcohol tests and to other tests as BR or the Operator is in the practice of requiring of their respective Personnel.

12.2 Notification of Breach

As soon as BR becomes aware of a breach by the Operator of any of BR's Network Rules which occurs during or as a result of the use by the Operator of the Network (**Breach**) it must give notice in writing to the Operator setting out:

- (a) the time, place and a general description of the Breach;
- (b) what, in BR's reasonable opinion, caused the Breach and which person or persons were responsible for the Breach;
- (c) the consequences, if any, of the Breach for operation of the Services or the use by other users of the Network;
- (d) any proposed modification of its procedures which BR intends to make;
- (e) any Instruction requiring that the Breach be remedied; and
- (f) any modifications to the Operator's procedures which BR reasonably considers that the Operator should make to prevent future Breaches (however, no modification can be required which is reasonably likely to cause, or causes, the Operator to be in breach of its Accreditation).

12.3 Provision of BR's Network Rules

BR must provide a copy of BR's Network Rules to the Operator on the Operator's request, and must promptly forward to the Operator a copy of all amendments to BR's Network Rules.

13 Environmental requirements and dangerous goods

13.1 Compliance with Environmental Requirements

Each party must comply with all Environmental Law and with their respective environmental policies (insofar as they are consistent with the Law), including all applicable Laws dealing with dangerous goods.

13.2 Notification of carriage of certain materials

The Operator must include in all Train Manifests such detail in relation to the identification of dangerous goods as is required by the Dangerous Goods Code and as is otherwise reasonably required by BR (on terms not inconsistent with the Dangerous Goods Code).

13.3 Notification of Incident involving dangerous goods

The Operator must provide to BR details, at the earliest practicable time after the Operator becomes aware, of all incidents (including non-compliance with relevant Laws, whether or not an Incident) involving dangerous goods including but not limited to any spillage, leakage or container or package damage associated with the movement of any Train on the Network.

13.4 Notification of Environmental Condition

(a) Where:

- (1) BR becomes aware that, as a result of the activities of the Operator under this Agreement, an Environmental Condition exists or has occurred and BR reasonably considers that action or intervention is required to prevent, mitigate or remedy that Environmental Condition; or
- (2) BR is given a direction by a Government Agency that some action or intervention is required to prevent, mitigate or remedy an Environmental Condition resulting from the activities of the Operator in connection with this Agreement,

then BR must inform the Operator of the relevant requirements and, where practicable, any steps which BR reasonably considers will be necessary to prevent, mitigate or remedy the situation, and, subject to clause 13.4(b), the Operator must immediately, or if that is not possible as soon as reasonably practicable after receiving such notice, implement such requirements and steps and any other necessary action so that the Environmental Condition is no longer present or the Environmental Damage is rectified.

(b) The parties agree that where the Environmental Condition relates to noise, they will meet as soon as practicable and will work together to agree:

- (1) the action required to ensure that the Environmental Condition does not continue to subsist and that any Environmental Damage is rectified; and
- (2) the division of responsibility between BR and the Operator for undertaking the action required under clause 13.4(b)(1),

after which each party will immediately, or if that is not possible as soon as reasonably practicable, carry out the action for which it is responsible. The parties acknowledge and agree that with respect to any noise issues arising:

- (3) the Operator is responsible for maintaining and operating the Rolling Stock in accordance with Good Industry Practices; and
- (4) BR is responsible for providing Train Paths and maintaining the Network in accordance with this Agreement.

(c) If the parties are unable to reach agreement under clause 13.4(b), the matter will be referred to dispute resolution under clause 19.

14 Insurance

14.1 Operator's insurance policies

The Operator must at its expense, take out and maintain current at all times during the Access Term, on terms consistent with the standard industry terms for railway operators:

- (a) a public liability insurance policy which:
 - (1) covers the liability of the Operator and its Personnel to any person arising out of or in connection with this Agreement with a sum insured of not less than \$100,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
 - (2) includes cover in respect of personal injury or property damage arising out of the discharge, emission, escape or migration of any substance, energy, noise or vibration into or upon the environment, including any land, the atmosphere or any water course or body of water with a sum insured of not less than a total of \$100,000,000 in respect of all occurrences during any one period of insurance; and
 - (3) covers the Operator's rail operations and associated activities on the Network; and
- (b) a policy or policies of insurance with respect to the Operator's liability to BR pursuant to the indemnities in clause 17 to the extent coverable by insurance, which includes insurance against any Claim in respect of any personal injury to, or death of, any person employed or engaged by the Operator which arises out of, or is caused or contributed to by, the performance or non-performance of this Agreement by the Operator which insurance must provide cover:
 - (1) in respect of common law claims, for an amount not less than \$50,000,000; and
 - (2) for compulsory statutory workers' compensation insurance claims, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 1981* (WA) or any other applicable legislation.

14.2 BR's insurance policies

BR must at its expense, take out and maintain current at all times during the Access Term, on terms consistent with the standard industry terms for railway track owners:

- (a) a public liability insurance policy which:
 - (1) covers the liability of BR and its Personnel to any person arising out of or in connection with this Agreement, with a sum insured of not less than \$250,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;
 - (2) includes cover in respect of personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water where such discharge, dispersal, release or escape is caused by a sudden, unexpected or unintended and accidental happening which occurs at a specific time and place with a sum insured of not less than a total of \$250,000,000 in respect of all occurrences during any one period of insurance; and

- (3) covers BR's activities as operator of the Network; and
- (b) a policy, or policies of insurance with respect to BR's liability to the Operator pursuant to the indemnities in clause 17 to the extent coverable by insurance, which includes insurance against any Claim in respect of any personal injury to, or death of, any person employed or engaged by BR which arises out of, or is caused or contributed to by, the performance or non-performance of this Agreement by BR which insurances must provide cover:
 - (1) in respect of common law claims, for an amount less than \$50,000,000; and
 - (2) for compulsory statutory workers' compensation insurance, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 1981* (WA) or any other applicable legislation.

14.3 Approved insurance companies

The policies of insurance required to be taken out by the Operator and BR under clause 14.1 and clause 14.2 must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of at least "A-" by Standard & Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

14.4 Evidence of insurances

Each party must, when reasonably required by the other party, deliver copies of the certificates of currency for each insurance policy required to be taken out by it under clause 14.1 or clause 14.2 (as relevant).

15 Force Majeure

15.1 Suspension of obligations

The obligations of a party (**Affected Party**) under this Agreement are suspended during the time and to the extent that the Affected Party is prevented from or delayed in complying with its obligations (other than the obligation to pay money) under this Agreement for reasons of Force Majeure, provided the Affected Party complies with this clause 15.

15.2 Obligations of an Affected Party

The Affected Party must:

- (a) as soon as possible after the Affected Party first has knowledge of the Force Majeure, and in any event within 10 Business Days after the date on which the Affected Party first had knowledge or ought reasonably to have had knowledge of the Force Majeure, give to the other party full particulars of:
 - (1) the Force Majeure (including particulars of the date that the Force Majeure event commenced);
 - (2) the manner in which its performance is thereby prevented or delayed;
 - (3) the anticipated period of delay; and
 - (4) the action (if any) the Affected Party intends to take to mitigate or remove the Force Majeure and its effect;

- (b) promptly and diligently take all reasonable and appropriate action to enable it to perform the obligations prevented or delayed by Force Majeure, except that the Affected Party is not obliged to settle a strike, lockout or other industrial dispute; and
- (c) as soon as possible after the Affected Party first had knowledge of the cessation of the relevant Force Majeure, and in any event within 10 Business Days of the date that the Affected Party first had knowledge or ought reasonably to have had knowledge of the cessation of the Force Majeure, notify the other party of the date that the Force Majeure has ceased.

15.3 Heat Speed Restrictions

Where BR issues an Instruction to the Operator for speed restrictions due to the impact of heat or other atmospheric conditions, BR will be deemed to have complied with the obligations of this clause 15.

15.4 Termination upon prolonged Force Majeure

- (a) If an event of Force Majeure prevents a party from performing its obligations under this Agreement for a continuous period of 4 Months, either party may terminate this Agreement by not less than 10 Business Days' notice in writing to the other party. This Agreement terminates at the expiration of the period of notice.
- (b) If an event of Force Majeure prevents all the Scheduled Train Paths being utilised for a continuous period of 4 Months, then BR may terminate this Agreement by not less than 10 Business Days' notice in writing to the Operator. This Agreement terminates at the expiration of the period of notice.
- (c) Termination of this Agreement in accordance with this clause 15.4 is without prejudice to any of the rights of the parties accrued prior to termination.

16 Suspension or termination

16.1 Termination by BR

- (a) Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, BR may immediately terminate this Agreement by written notice to the Operator if:
 - (1) the Operator fails to pay when due:
 - (A) any Charges;
 - (B) any amount due to BR under clause 4; or
 - (C) any other amount due to BR in accordance with this Agreement,

(other than any amount which the Operator has, before the relevant due date for payment, notified BR in writing is in Dispute) and such failure is not remedied within 10 Business Days of BR giving notice to the Operator of the failure;
 - (2) the Operator fails to effect or maintain the insurances required to be taken out by it under clause 14.1;
 - (3) the Operator fails to comply with its obligations under clause 20;
 - (4) the Operator fails to comply with any of its other material obligations under this Agreement and, if in the reasonable opinion of BR the breach can be remedied, the Operator has not remedied the default within 10 Business Days of the earlier of:

- (A) BR giving notice to the Operator requiring the failure to be remedied; or
 - (B) the Operator becoming aware of the failure to comply;
- (5) an Insolvency Event occurs in relation to the Operator;
- (6) the Operator's Accreditation is, for a continuous period of at least 1 Month:
 - (A) suspended or cancelled and that suspension or cancellation has an effect on or relevance to the Operator's obligations under this Agreement; or
 - (B) amended so that the Operator cannot perform its obligations generally under this Agreement;
- (7) the Operator fails to comply with the requirements of a notice given by BR (within the reasonable time specified in that notice) requiring the Operator to cease conduct which in the reasonable opinion of BR is causing or threatening to cause Environmental Damage and such failure is not remedied within 10 Business Days of BR giving notice to the Operator of the failure; or
- (8) the Operator defaults:
 - (A) in the performance of any of its material obligations under this Agreement; or
 - (B) a number of times in the performance of any of its other obligations under this Agreement such that BR, acting reasonably, considers that the Operator is unwilling or unable to perform those obligations,

and such default:

- (A) has caused or is likely to cause an increased risk to the safety of any person or material risk to property and is not remedied within 10 Business Days (or such longer time period specified in writing by BR) of BR giving notice to the Operator of the default; or
- (B) does not relate to safety of any person or material risk to property but nonetheless is not remedied within 10 Business Days (or such longer time period specified in writing by BR) of BR giving notice to the Operator of the default,

provided that for the events described in clauses 16.1(a)(6) to 16.1(a)(8) above, BR has first exercised its corresponding right of suspension under clause 16.4.

16.2 Termination by the Operator

- (a) Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, the Operator may immediately terminate this Agreement by notice in writing to BR if:
 - (1) BR fails to comply with its obligations under clause 20;
 - (2) an Insolvency Event occurs in relation to BR and, as a result of the Insolvency Event, BR is unable or unwilling to provide access to the Network in accordance with this Agreement for a continuous period of 3 Months from the date of the Insolvency Event;
 - (3) BR fails to effect or maintain the insurances required to be taken out by it under clause 14.2 and such failure is not remedied within 20 Business Days of the Operator giving notice to BR of the failure;

- (4) BR's Accreditation is, for a continuous period of at least 1 Month:
 - (A) suspended or cancelled and that suspension or cancellation has an effect on or relevance to the Operator's obligations under this Agreement; or
 - (B) amended so that BR cannot perform its obligations generally under this Agreement; or
- (5) BR defaults:
 - (A) in the performance of any of its material obligations under this Agreement; or
 - (B) a number of times in the performance of any of its other obligations under this Agreement such that the Operator, acting reasonably, considers that BR is unwilling or unable to perform those obligations, and such default:
 - (C) has caused or is likely to cause an increased risk to the safety of any person or material risk to property and is not remedied with 30 Business Days (or such longer time period specified in writing by the Operator) of the Operator giving notice to BR of the default; or
 - (D) does not relate to safety of any person or material risk to property but nonetheless is not remedied within 45 Business Days (or such longer time period specified in writing by the Operator) of the Operator giving notice to BR of the default.
- (b) Nothing in this clause 16.2 derogates from or affects BR's rights and powers to manage the Network and any of its other rights or powers under any other agreement with any other person, including any track access agreement with any other operator.

16.3 Early termination of Agreement

If this Agreement is terminated by either party for any reason (including pursuant to any common law right to terminate for repudiatory or fundamental breach), then:

- (a) BR may issue an invoice for, and will be entitled to payment by the Operator of, the Charges up to the date that termination takes effect; and
- (b) the Operator must, within 10 Business Days of receiving the invoice under this clause 16.3, pay the amount set out in the invoice.

16.4 Suspension by BR

- (a) Without limiting in any way BR's rights under clause 16.1, if BR is entitled to terminate this Agreement under clause 16.1 BR may elect instead to suspend the obligations of both parties under this Agreement (subject to clause 16.4(b)) until such time as the cause giving rise to the right to terminate is remedied, or, if the cause giving rise to the right to terminate cannot be remedied, until such time as BR by notice in writing lifts the suspension.
- (b) An election referred to in clause 16.4(a) is revocable at any time by BR and has no effect upon the obligations, debts or liabilities which have accrued before or after the election to suspend this Agreement.

16.5 Removal of Rolling Stock following termination

- (a) Immediately on expiration of the Access Term, and as soon as practicable following termination of this Agreement for any other reason, the Operator must,

at the Operator's cost, remove from the Network all of the Operator's Rolling Stock used to operate the Services.

- (b) If the Operator fails to remove the Operator's Rolling Stock from the Network as required under clause 16.5(a), BR may give written notice to the Operator demanding the removal of the relevant Rolling Stock within a specified time.
- (c) If the Operator fails to remove any of the Operator's Rolling Stock from the Network the subject of, and within the time specified in, a notice of demand issued by BR in accordance with clause 16.5(b), BR is entitled to remove that Rolling Stock and the Operator is liable for, and must indemnify BR against, the reasonable costs of removal.
- (d) The Operator is liable for, and must indemnify BR against, any Liabilities incurred by BR in relation to any damage or obstruction caused to the Network by the Operator in removing any Rolling Stock in accordance with this clause 16.5.
- (e) The Operator must comply with all reasonable directions, including any Instructions, issued by BR in relation to the removal of Rolling Stock in accordance with this clause 16.5.

16.6 Effect of termination or suspension

- (a) If a party terminates this Agreement pursuant to this clause 16, it will be entitled to damages as if the other party had repudiated this Agreement and that repudiation had been accepted.
- (b) Upon termination or suspension of this Agreement all rights of the Operator to use the Train Paths or to otherwise access the Network in accordance with this Agreement will cease immediately.
- (c) Termination or suspension of this Agreement under any circumstances will not abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement, including any such debt, obligation or liability which was the cause of termination or suspension or arose out of such cause.
- (d) Upon termination or suspension of this Agreement under any circumstances all covenants and agreements of BR and the Operator which by their terms or reasonable implication are to be performed in whole or in part after the termination or suspension of this Agreement will survive such termination or suspension.

17 Indemnities

17.1 Indemnity by Operator

Subject to the other provisions of this clause 17 and clause 18, the Operator must promptly on demand, indemnify and keep indemnified each BR Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against a BR Indemnified Party in respect of:

- (a) the death of or injury to any person; or
- (b) any loss of, or damage to or destruction of any real or personal property (including the Network),

arising out of or as a consequence of:

- (c) a breach or non-performance of any of the obligations of the Operator under this Agreement; or

- (d) any negligent act or omission, fraud or Wilful Default of any Operator Indemnified Party,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default, or negligent act or omission of a BR Indemnified Party has contributed to the relevant loss, damage, injury or death.

The Operator acknowledges and agrees that it is not necessary for BR to make any Claim against any party, incur any expense or make any payment before enforcing a right of indemnity under this clause 17.1.

17.2 Indemnity by BR

Subject to the other provisions of this clause 17 and clause 18, BR must promptly on demand, indemnify and keep indemnified each Operator Indemnified Party from and against all Claims and Liabilities suffered or incurred by or made or brought against an Operator Indemnified Party in respect of:

- (a) the death of or injury to any person; or
- (b) any loss of, or damage to or destruction of any real or personal property, arising out of or as a consequence of:
- (c) a breach or non-performance of any of the obligations of BR under this Agreement; or
- (d) any negligent act or omission, fraud or Wilful Default of any BR Indemnified Party,

but the indemnity will be reduced proportionately to the extent that fraud, a Wilful Default, or negligent act or omission of an Operator Indemnified Party has contributed to the relevant, loss, damage, injury or death.

17.3 Duty to mitigate

The entitlement of a party to be indemnified under clauses 17.1 or 17.2 is subject to that party taking reasonable steps to mitigate its loss.

17.4 Liability to third parties

Notwithstanding clauses 17.1, 17.2 and 18.1, the Operator is solely liable for and releases, indemnifies and must keep indemnified the BR Indemnified Parties from and against all Claims arising out of or in connection with this Agreement in respect of damage to or loss of any property and death of or injury to any person being transported on a Service. Unless otherwise agreed, the Operator must extend to BR any exclusion or limit of liability afforded by the Operator's conditions of carriage with its customers and must provide to BR details of the Operator's conditions of carriage relevant to BR's liability in place from time to time.

17.5 Cost of recovery

For the purposes of the indemnities given in this clause 17, the property of a person includes that person's costs of recovery of any property damaged or affected by the relevant loss, damage or destruction.

17.6 Defence of Claims

- (a) Each party must render to the other all reasonable assistance in the defence of any Claim made against a party by a third party arising out of any Incident or other event or events giving rise to a Claim.
- (b) To the extent that a party (**responsible party**) is obliged to indemnify the other party (**indemnified party**) against a Claim by a third party against the

indemnified party, the responsible party may, subject only to the terms of any applicable insurance which the indemnified party may have, at its own expense defend and settle any action or proceedings in the name of the indemnified party and execute such documents in the action or proceedings as the responsible party sees fit. The responsible party indemnifies the indemnified party in respect of all Liabilities which the indemnified party may incur on account of the action or proceedings.

17.7 Survival of indemnities

The releases and indemnities in this clause 17 continue in full force and effect as to any Claims occurring or arising out of any act occurring during the Access Term notwithstanding the termination of this Agreement.

18 Limits of liability

18.1 Liability for Consequential Loss

Subject to clause 17.4 but despite any other provision of this Agreement and to the extent permitted by Law, no party will in any circumstance be liable to the other party in respect of (and the indemnities in clauses 17.1 and 17.2 will not extend to) any Consequential Loss under or in connection with this Agreement, whether arising under this Agreement, at Law or otherwise.

18.2 Limitation on Claims

- (a) Except to the extent that the relevant loss or damage arises from the fraud of the other party, neither party may make any Claim against the other under or in connection with this Agreement, whether under an indemnity, in contract, tort (including negligence), equity, under statute or any other basis, unless notice of the Claim has been given to the other within 12 Months of the occurrence of the event or circumstance giving rise to the Claim.
- (b) Except to the extent that the relevant loss or damage arises from the fraud or Wilful Default of the other party, neither party may make any Claim against the other under or in connection with this Agreement, whether under an indemnity, in contract, tort (including negligence), equity, under statute or any other basis, if the amount of all Claims by the relevant party against the other in relation to the loss of, or damage to property arising out of or in connection with one event or a series of related events does not in the aggregate exceed \$100,000.

19 Resolution of disputes

19.1 Procedure to settle disputes

- (a) If a dispute arises between the parties in connection with this Agreement (**Dispute**), then, unless expressly provided to the contrary in this Agreement, the Dispute must be resolved in accordance with this clause 19 and either party may give a notice to the other party specifying the Dispute and requiring its resolution in accordance with this clause 19 (**Notice of Dispute**).
- (b) Nothing in this clause 19:
 - (1) prevents either party seeking urgent injunctive or declaratory relief from a court in connection with the Dispute without first having to attempt to negotiate and settle the Dispute in accordance with this clause 19; or

- (2) requires a party to do anything which may have an adverse effect on, or compromise that party's position under, any policy of insurance effected by that party.
- (c) The parties' obligations under this Agreement will continue notwithstanding any:
 - (1) Dispute between the parties;
 - (2) submission of a Dispute to mediation; or
 - (3) referral of a Dispute to litigation.
- (d) This clause 19 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.
- (e) This clause 19 applies even where this Agreement is otherwise void or voidable.

19.2 Negotiation

- (a) Senior representatives from each party must meet, within 5 Business Days after the Notice of Dispute is given, with a view to resolving the Dispute by joint discussions.
- (b) If the Dispute is not resolved within 10 Business Days after the Notice of Dispute is given, the Dispute must be referred to the chief executive officers of the parties (or their nominees) who must meet, within 15 Business Days after the Notice of Dispute is given with a view to resolving the Dispute by joint discussions.

19.3 Mediation

- (a) If the Dispute is not resolved within 1 Month after the Notice of Dispute is given, either party may refer the Dispute to mediation by written notice to the other party (**Mediation Notice**).
- (b) The mediation must be conducted in Perth, Western Australia by a single mediator.
- (c) The Institute of Arbitrators and Mediators Australia Mediation Rules (at the date of this Agreement) as amended by this clause 19, apply to the mediation, except where they conflict with this clause 19.
- (d) If the parties have not agreed upon the mediator and the mediator's remuneration within 5 Business Days of the Mediation Notice being given:
 - (1) the mediator is the person appointed by; and
 - (2) the remuneration of the mediator is the amount or rate determined by, the President of the Law Society of Western Australia (**Principal Appointor**) or the Principal Appointor's nominee, acting on the request of either party.
- (e) Unless the parties otherwise agree:
 - (1) each party may appoint a person, including a legally qualified person to represent it or assist it in the meditations;
 - (2) each party must bear its own costs relating to the preparation for and attendance at the mediation; and
 - (3) the costs of the mediator will be borne equally by the parties.

19.4 Litigation

Irrespective of whether a Mediation Notice has been issued, if the Dispute is not resolved within 1 Month after the Notice of Dispute is given, either party may commence legal proceedings in respect of the Dispute in a Court of competent jurisdiction.

20 Confidentiality

20.1 Acknowledgment of confidentiality and confidentiality obligation

Each party acknowledges that:

- (a) subject to clause 20.2:
 - (1) it must keep confidential and must not disclose any Confidential Information disclosed to it by the other party;
 - (2) it must not use Confidential Information for any purpose other than as necessary for the purposes of this Agreement; and
 - (3) it must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information; and
- (b) any Confidential Information provided by the other party remains the property of the other party.

20.2 Permitted disclosures

- (a) Subject to compliance with clauses 20.2(b) and 20.2(c), a party may disclose Confidential Information of the other party:
 - (1) where the other party has given its prior written consent to such disclosure;
 - (2) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;
 - (3) if required by Law or the rules of any stock exchange or by any Government Agency;
 - (4) as required or permitted by this Agreement;
 - (5) to a ratings agency;
 - (6) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;
 - (7) in connection with the management and control of trains on the Network or the efficiency of the Network generally;
 - (8) to enable a party to perform its obligations under or in connection with this Agreement;
 - (9) in relation to the enforcement of its rights under or in connection with this Agreement;
 - (10) to its Related Bodies Corporate and its and their respective officers and employees;
 - (11) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement; or
 - (12) in any proceeding arising out of or in connection with this Agreement.

- (b) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:
 - (1) otherwise keep the Confidential Information confidential; and
 - (2) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 20.
- (c) Before making any disclosure pursuant to clause 20.2(a)(3), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:
 - (1) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and
 - (2) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

20.3 Survival

This clause 20 survives termination of this Agreement.

21 Assignment, transfers and encumbrances

21.1 Assignment or transfer of this Agreement

- (a) A party (**Transferor**) must not:
 - (1) assign, or attempt to assign, any of its rights; or
 - (2) novate, otherwise transfer or attempt to transfer, any of its rights or obligations,

under this Agreement to another person (**Proposed Transferee**) without the prior written consent of the other party (**Other Party**), which consent must not be withheld if:

 - (3) the Other Party is satisfied, acting reasonably, that the Proposed Transferee is financially, technically and operationally capable of complying with the Transferor's obligations under this Agreement (the onus of proving which rests on the Transferor);
 - (4) the Proposed Transferee is a Related Body Corporate of the Transferor; or
 - (5) the Transferor is BR and the Proposed Transferee is entitled to and willing to grant access to the Network in accordance with this Agreement,

and:

 - (6) in the case of an assignment, on or before such assignment the Proposed Transferee executes such documents, on terms acceptable to the Other Party (acting reasonably), whereby the Proposed Transferee agrees to be bound by, and is obliged to adhere to, the provisions of this Agreement; or
 - (7) in the case of a novation or other transfer, on or before such transfer the Proposed Transferee executes such documents on terms acceptable to the Other Party (acting reasonably) which would have

the effect as if the Proposed Transferee was named in place of the Transferor in this Agreement.

21.2 Effect of assignment or transfer

Any assignment, novation or other transfer of this Agreement will not abrogate, impair, release or extinguish any debt, obligation or liability of one party to the other which may have accrued under this Agreement prior to the date of such an assignment, novation or transfer.

21.3 Encumbrance over this Agreement

The Operator must not grant or allow to exist a mortgage, charge or other security interest over any of its right, title and interest in this Agreement without the prior written consent of BR.

22 Governing Law

22.1 Law of this Agreement

This Agreement takes effect, is governed by and is to be construed in accordance with the Laws for the time being of the State of Western Australia.

22.2 Jurisdiction

- (a) The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- (b) BR and the Operator irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia, and any courts which have jurisdiction to hear appeals from any of those courts, on the basis that the process has been brought in an inconvenient forum.

23 Notices

23.1 Notices in connection with this Agreement

- (a) Subject to clause 23.1(b), a notice, demand, invoice or other communication (**Notice**) required or permitted to be given to or by a party to this Agreement:
 - (1) must be in legible writing and in English addressed as shown below:
 - (A) in the case of BR:

Address: Level 3, 1 George Wiencke Drive, Perth
Airport, Western Australia 6105

Attention: Chief Executive Officer
 - (B) in the case of the Operator:

Address: 13 Cottrell Street, Dowerin, Western Australia
6461

Attention: Chief Executive Officer
 - or as specified to the sender by a party by notice;
 - (2) may be given by:

- (A) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee; or
- (B) post, in which case the Notice is regarded as given by the sender and received by the addressee 2 Business Days from and including the date of postage,
but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
- (3) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.
- (b) Notwithstanding clause 23.1(a), any invoice or Instruction required or permitted to be given by BR under this agreement may be given by BR to the Operator by electronic transmission.
- (c) In this clause 23 a reference to an addressee includes a reference to an addressee's Personnel.

23.2 Change of address

A party may change its address for service by giving notice of that change to the other party.

23.3 Twenty-four hour contact details

Each party must provide to the other party, and maintain as current, the name and full details of one or more persons who, together, are available at any time on any day for emergency contact by the other party.

24 Risk and cost of performing obligations and agents and contractors

24.1 Risk and cost

Unless otherwise expressly stated in this Agreement, each party bears the sole risk and must pay the costs and expenses of performing or complying with all of its obligations under this Agreement.

24.2 Agents and contractors

- (a) A party to this Agreement may appoint or engage any third party as its agent or contractor in relation to the exercise of any rights or the performance of any obligations under this Agreement as long as the third party complies with the requirements of this Agreement, including obtaining any Accreditation or other authorisation, approval, consent, permit or licence required by this Agreement.
- (b) The appointment of a third party as agent or contractor in accordance with clause 24.2(a) does not operate to relieve a party of any of its obligations or liabilities under this Agreement and each party is liable to the other as if the acts and omissions of any agent or contractor it appoints or engages were its own acts or omissions.

25 Anti-corruption

- (a) The Operator represents, warrants and undertakes to BR that:
- (1) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give to any person any bribe, whether on behalf of BR or otherwise, with the object of obtaining a business advantage;
 - (2) it will not engage in any activity or practice which would constitute an offence under any applicable anti-bribery laws, including but not limited to the Criminal Code Act 1995 (Cth), United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act (**Anti-Corruption Laws**);
 - (3) it has and during the Access Term will maintain in place its own policies and procedures to ensure compliance with any applicable Anti-Corruption Laws;
 - (4) it will procure that any person who performs or has performed services for or on its behalf in connection with this Agreement (**Associated Persons**) complies with this clause 25(a);
 - (5) it will not enter into any agreement with any Associated Person in connection with this Agreement unless such agreement contains undertakings on the same terms as contained in this clause 25(a);
 - (6) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Agreement;
 - (7) from time to time during the Access Term, at the reasonable request of BR, it will confirm in writing that it has complied with its undertakings under this clause 25(a) and will provide any information reasonably requested by BR in support of such compliance;
 - (8) it will report to BR as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Operator from BR or any other person in connection with the performance of this Agreement; and
 - (9) it shall notify BR as soon as practicable of any breach of any of the undertakings contained in this clause 25(a) of which it becomes aware.
- (b) To the fullest extent permitted by Law, the Operator shall indemnify and hold harmless the BR Indemnified Parties and their directors, officers, employees, and agents from and against any and all Claims that the BR Indemnified Parties incur or suffer that arise out of or in connection with the Operator's breach of any representation, warranty or other obligation in clause 25(a).

26 General

26.1 Survival of obligations

Each release and indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the relevant party and survives termination of this Agreement.

26.2 Civil Liability Act

The parties agree that to the extent permitted by Law, the operation of Part 1F of the *Civil Liability Act 2002* (WA) is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of Law.

26.3 Certificate

A certificate signed by any duly authorised officer of BR as to a matter or as to a sum payable to BR in connection with this Agreement is prima facie evidence of the matters stated in it or the sum payable.

26.4 Exercise of rights

- (a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

26.5 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights powers or remedies provided by Law independently of this Agreement.

26.6 Further assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the signing of documents.

26.7 Variation

This Agreement may not be varied except in writing signed by all parties.

26.8 Severability

If any provision of this Agreement is void, voidable, illegal, or unenforceable, or if this Agreement would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision must (without in any way affecting the validity, legality and enforceability of the remainder of this Agreement) be severed from this Agreement and this Agreement must be read and construed and take effect for all purposes as if that provision were not contained in this Agreement.

26.9 No partnership or agency

Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or be deemed to constitute the Operator as agent of BR for any purpose whatever and the Operator has no authority or power to bind BR or to contract in its name or to create a liability against it in any way or for any purpose.

26.10 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

26.11 Execution by attorney

If an attorney executes this Agreement, the attorney declares that the attorney has no notice of revocation, termination or suspension of the power of attorney under which the attorney executes this Agreement.

26.12 Costs and expenses

- (a) Each party must pay its own legal and other costs and expenses in relation to the negotiation, preparation and execution of this Agreement.
- (b) A party in default must pay all costs (including solicitor/client costs on a full indemnity basis) incurred by the other party in respect of that default and any notice relating to that default.
- (c) The Operator must pay all stamp duty and other government imposts payable in connection with this Agreement and all other documents referred to in this Agreement when due or earlier if required in writing by BR.

26.13 Suspension

Except as expressly provided for in this Agreement, neither party has a right to suspend its obligations under this Agreement for any reason.

26.14 Survival

Clauses 1, 16, 17, 18, 19, 20, 23, 25 and 26 and any rights or obligations which accrued in respect of a prior breach of this Agreement, survive termination of this Agreement.

27 No implied representations or warranties

Except for:

- (a) the express terms and warranties set out in this Agreement; and
- (b) those implied terms and warranties that are imposed by Law that are mandatory and cannot be excluded,

neither party gives any warranties to the other party and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by Law, or otherwise howsoever, are expressly excluded.

28 Entire understanding

This Agreement:

- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

Schedules

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Schedule 1

Schedule 1 – Scheduled Train Paths

Date	Origin	Depart	Destination	Arrive
Wednesday 26 April 2017	Forrestfield	08:00	Minnivale	12:05 (stable on private road off loop road)

The above Train Path is nominal only. BR reserves the right to amend the above train path anytime up to 24 hours prior to the scheduled time specified.

Notes:

1. Subject to Schedule 5 allowances, the:
 - Maximum Track Axle Load is 19 tonnes; and
 - Maximum Train Length is 93 metres.

Schedule 2

Schedule 2 – Charges

1. Monthly Payments

- a. At the end of each Month, BR will calculate the Charges for that Month.
- b. BR will issue an invoice for the Charges to the Operator.
- c. The Operator must pay the amount invoiced under this item 1 within 21 days from the date the invoice is given by BR to the Operator.

2. Access Rates

- a. The flagfall charge per Scheduled Train Path is \$NIL (**Interstate Flagfall**)
- b.
- c. The variable charge per GTK is NIL cents (**Transportation Rate**)

3. Monthly Calculation of Charges

[Not used]

Schedule 3 – Variation of Charges

1. Fee Variation

[Not used]

Schedule 4 – Instructions

1. Instructions

Instructions include:

- a. BR's Network Rules;
- b. the Working Timetables;
- c. Train Control Directions; and
- d. Train notices.

2. Examples of Instructions

Examples of Instructions include:

- a. to cease use of a Train Path by the Service and for the Service to proceed over such other Train Path on the Network as BR nominates;
- b. to continue use by the Service of the Network subject to such variation of the applicable Train Path or the Service or the composition or quality of Train as BR nominates;
- c. to cause the Service to proceed to a point on the Network and stand there until BR issues a further Instruction in relation to the Service;
- d. if the Service operates outside of its Train Path, to delay or redirect the Service to allow access to the Network by another operator of a Train (including, if relevant, BR) whose service would, but for the delay or redirection of the Service, be delayed or further delayed;
- e. to change the entry or exit time of a Train Path;
- f. to issue notification of a temporary speed restriction on a section of track;
- g. to cancel a Train Path; and
- h. to amend or clarify application of BR's Network Rules.

Schedule 5 – Rolling Stock

1. Locomotives

Locomotive Class	AB 1535
Locomotive Power (gross)	1230kW
Locomotive Power (traction type)	240kN
Locomotive tractive effort (continuous)	226 kN
Maximum Operating Speed	80 Km / Hour
Number of axles	6
Locomotive axle load (tonnes)	16.1 Tonnes
Bogie axle Configuration	C0-C0
Gross Weight (fully provisioned) (tonnes)	97 Tonnes
Locomotive length over coupling pulling faces (mm)	16,358 mm
Dynamic Brake	No
Gauge	1,067 mm
Radio Equipment Compatible with BR Train Control (that is capable of exchanging voice and data)	Yes

2. Wagons

[Not used]

Signing page

Executed as an Agreement

Executed by

Brookfield Rail Pty Ltd

ABN 42 094 721 301

in accordance with section 127 of the *Corporations Act 2001*

sign here ►

Director

print name

sign here ►

Director/Company Secretary

print name

The seal of Shire of Dowerin

ABN 35 939 977 194

was hereunto affixed in the presence of:

sign here ►

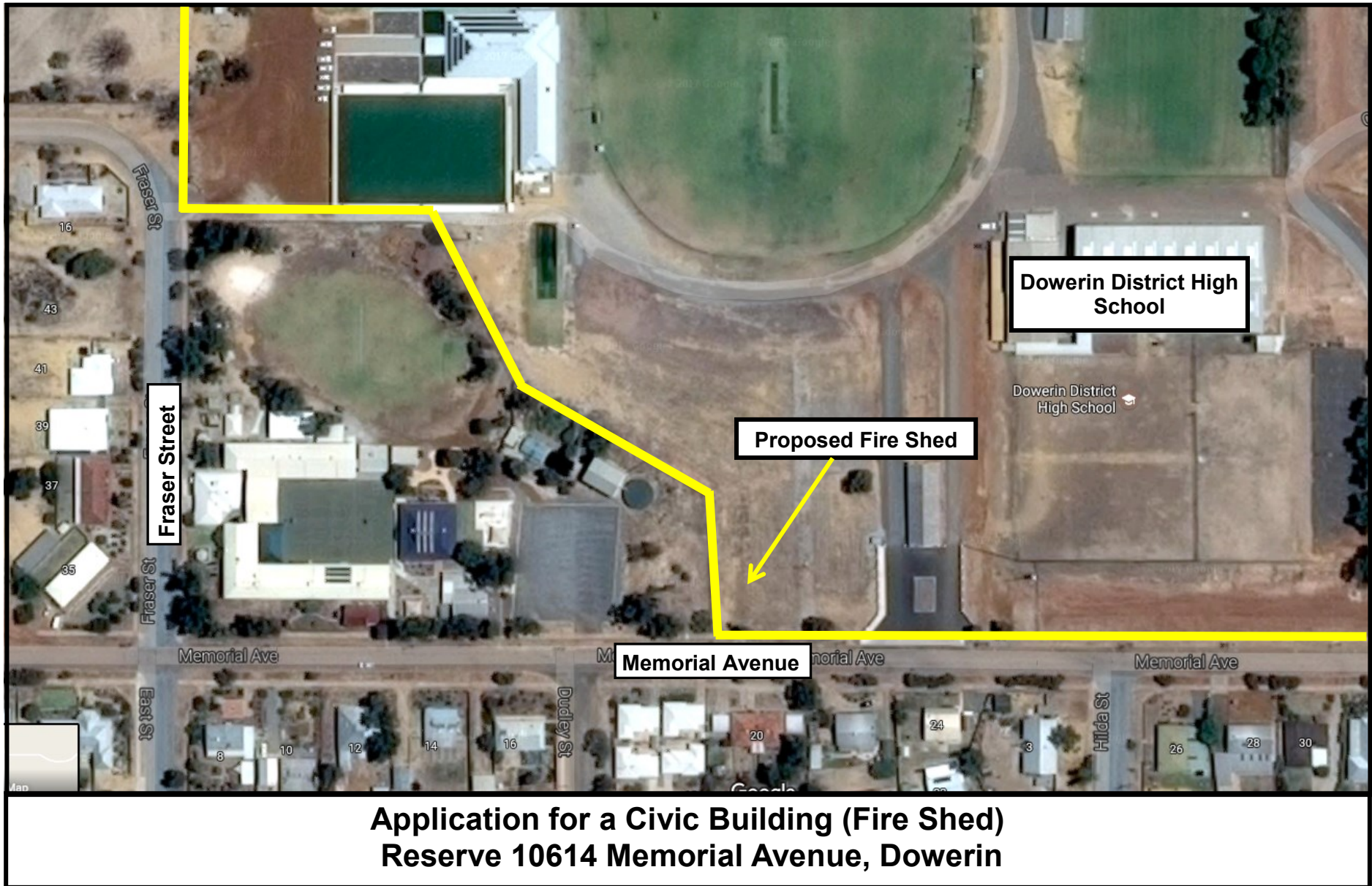
Chief Executive Officer

print name

sign here ►

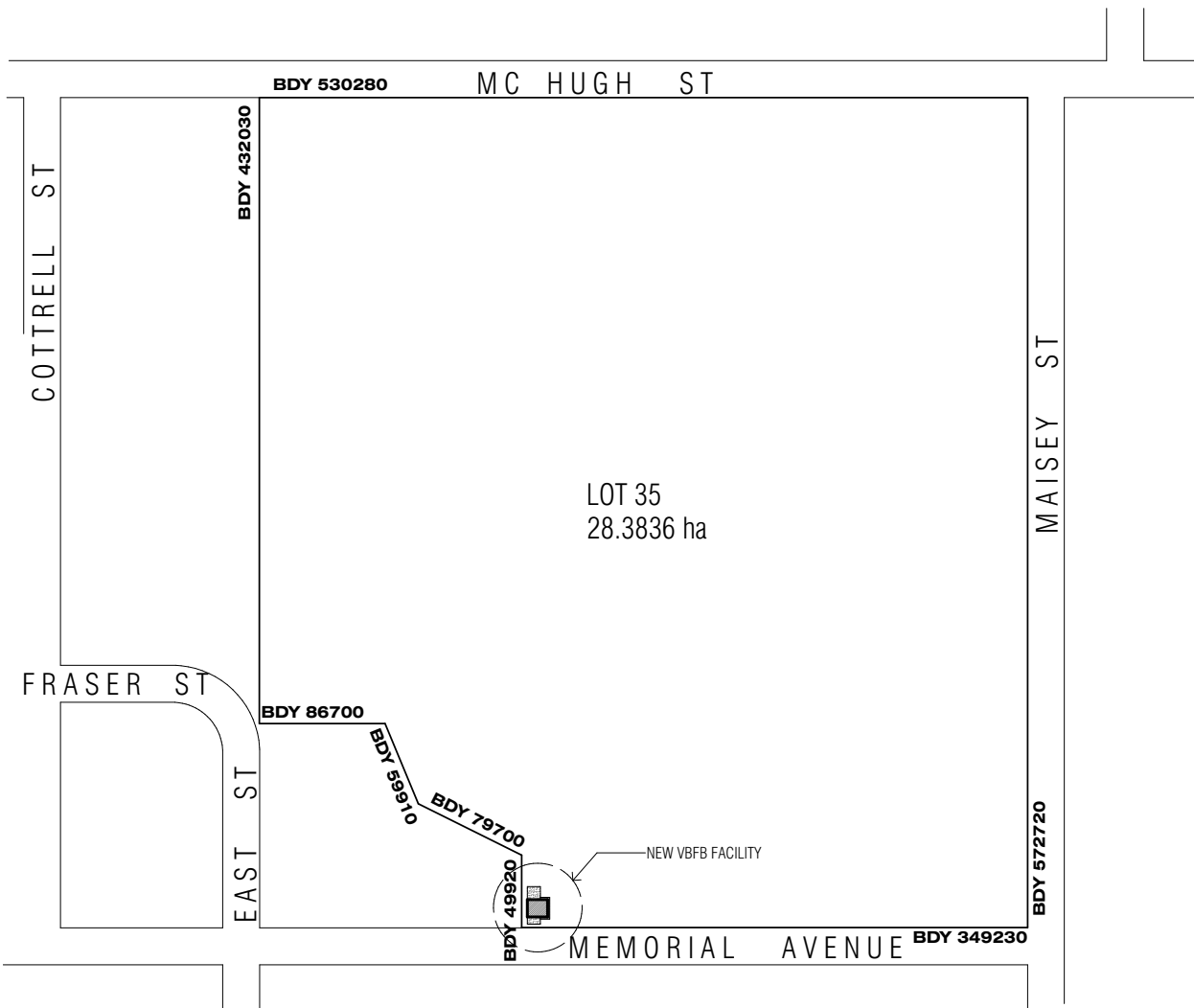
Shire President

print name

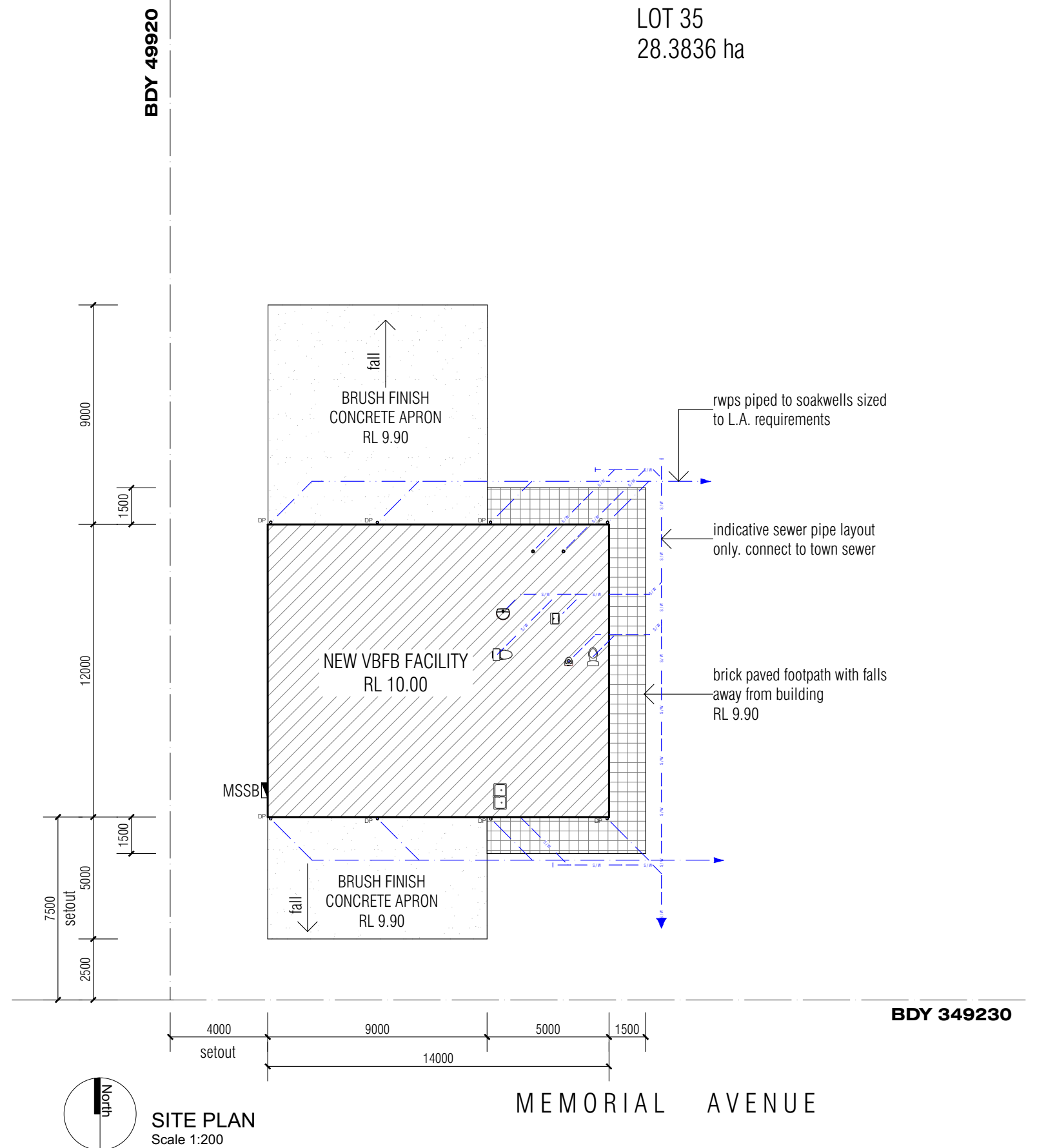


**Application for a Civic Building (Fire Shed)
Reserve 10614 Memorial Avenue, Dowerin**

Reviewed BY WBS
19/04/2017 11:57:01 AM



LOCATION PLAN
Scale 1:5000



SITE PLAN
Scale 1:200



98 Byfield St
Northam WA 6401
Phone: 1800 800 909
Fax: 1800 800 910
sales@wbsgroup.com.au
www.wbsgroup.com.au

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JOB DETAILS

PROJECT No.	2242
CLIENT	Dowerin - Fire Services Building
DRAWING	LOCATION AND SITE PLAN
DATE	12/04/2017

DRAWING No.

A-01 of 4

SCALE 1:5000 - 1:200

REVISIONS

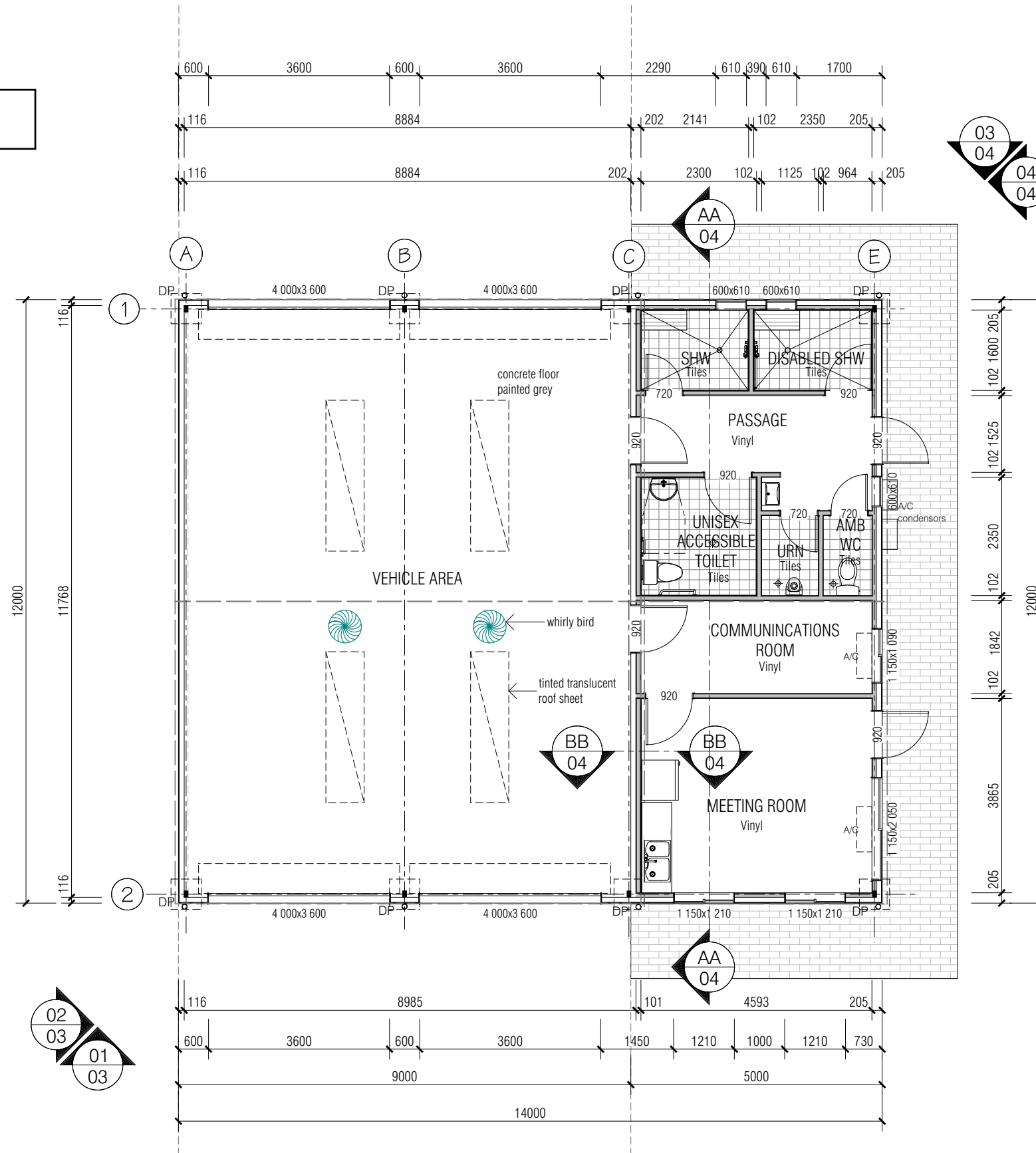
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1	DS	plan issued for comment	12/04/17
0	DS	plan issued for comment	04/04/17

PRE
CONSTRUCTION
PROOFING

APRVD.	INITIALS	DATE
CHKD.		

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JOB DETAILS

PROJECT No.	2242
CLIENT	Dowerin - Fire Services Building
DRAWING	FLOOR PLAN
DATE	12/04/2017

DRAWING No.

A-02 of 4

SCALE 1:100

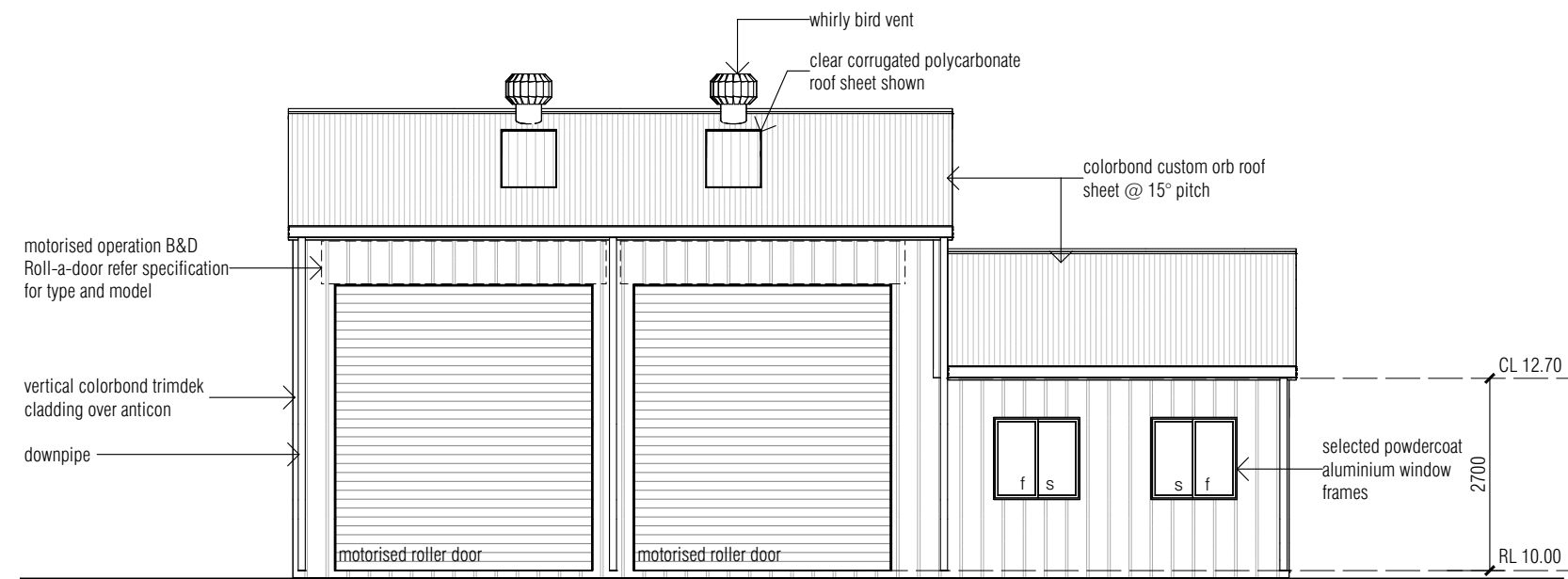
REVISIONS

REV No.	BY	DESCRIPTION	DATE
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1	DS	plan issued for comment	12/04/17
0	DS	plan issued for comment	04/04/17

PRE
CONSTRUCTION
PROOFING

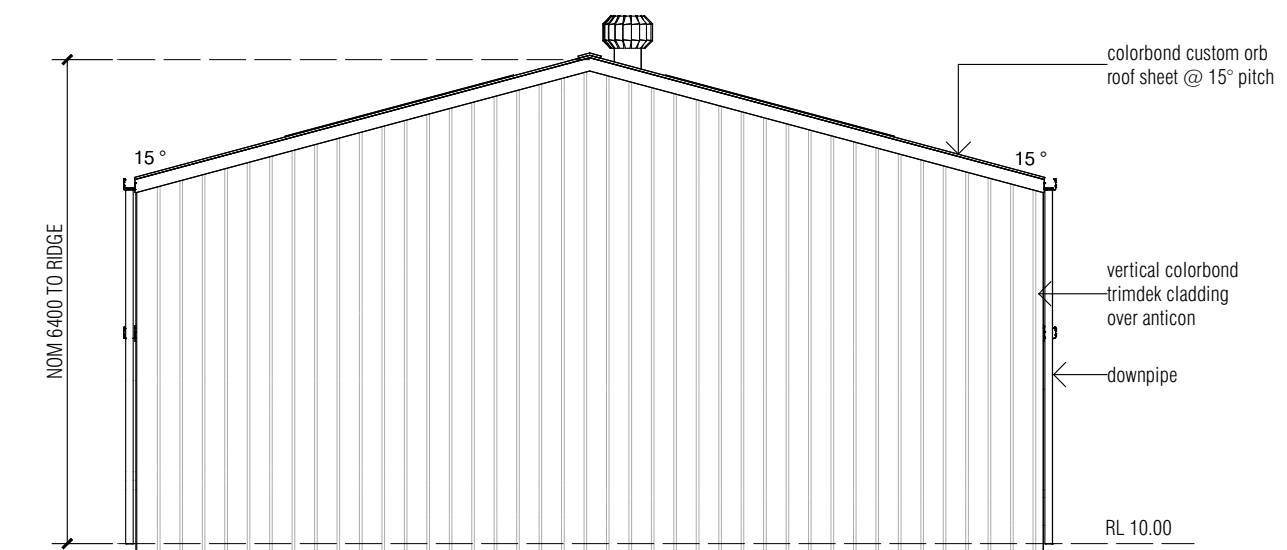
APRVD.	INITIALS	DATE
CHKD.		

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ELEVATION 01

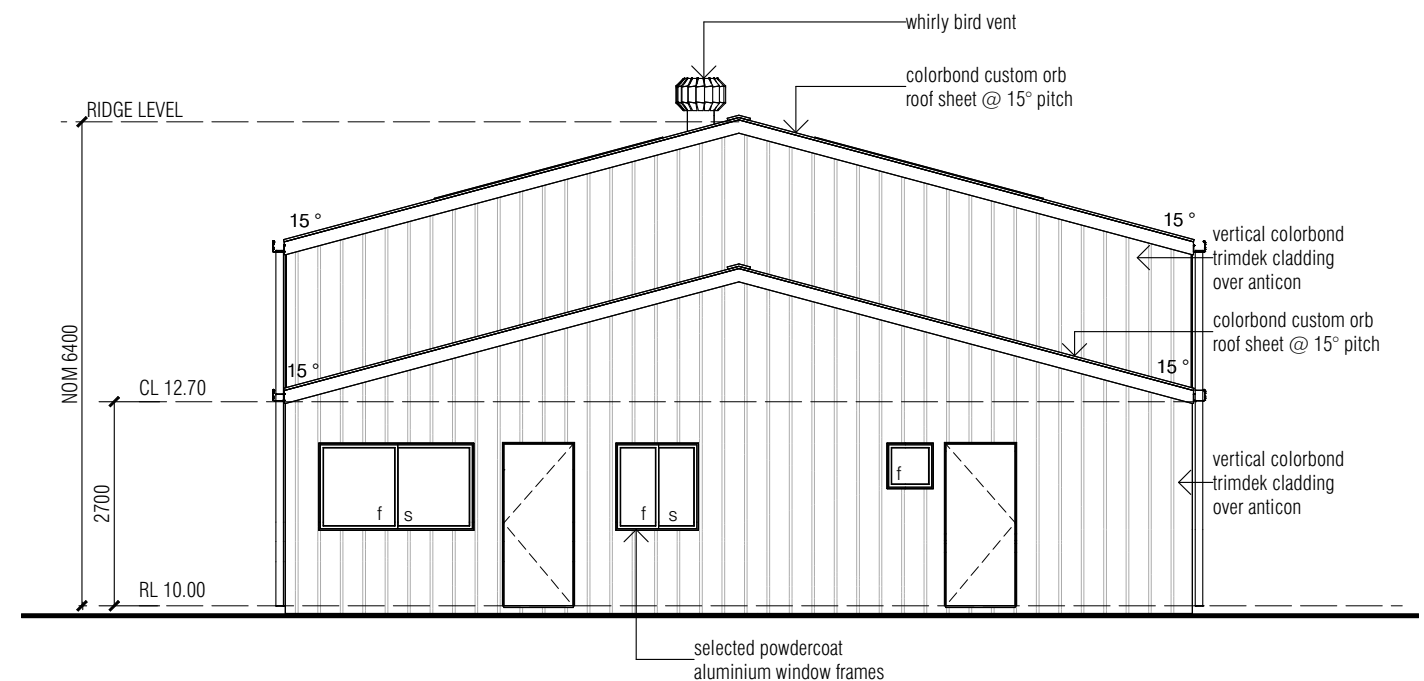
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19/04/2017 12:02:16 PM



ELEVATION 02



ELEVATION 03



ELEVATION 04

PROJECT No.	2242
CLIENT	Dowerin - Fire Services Building
DRAWING	ELEVATIONS
DATE	12/04/2017

DRAWING No.

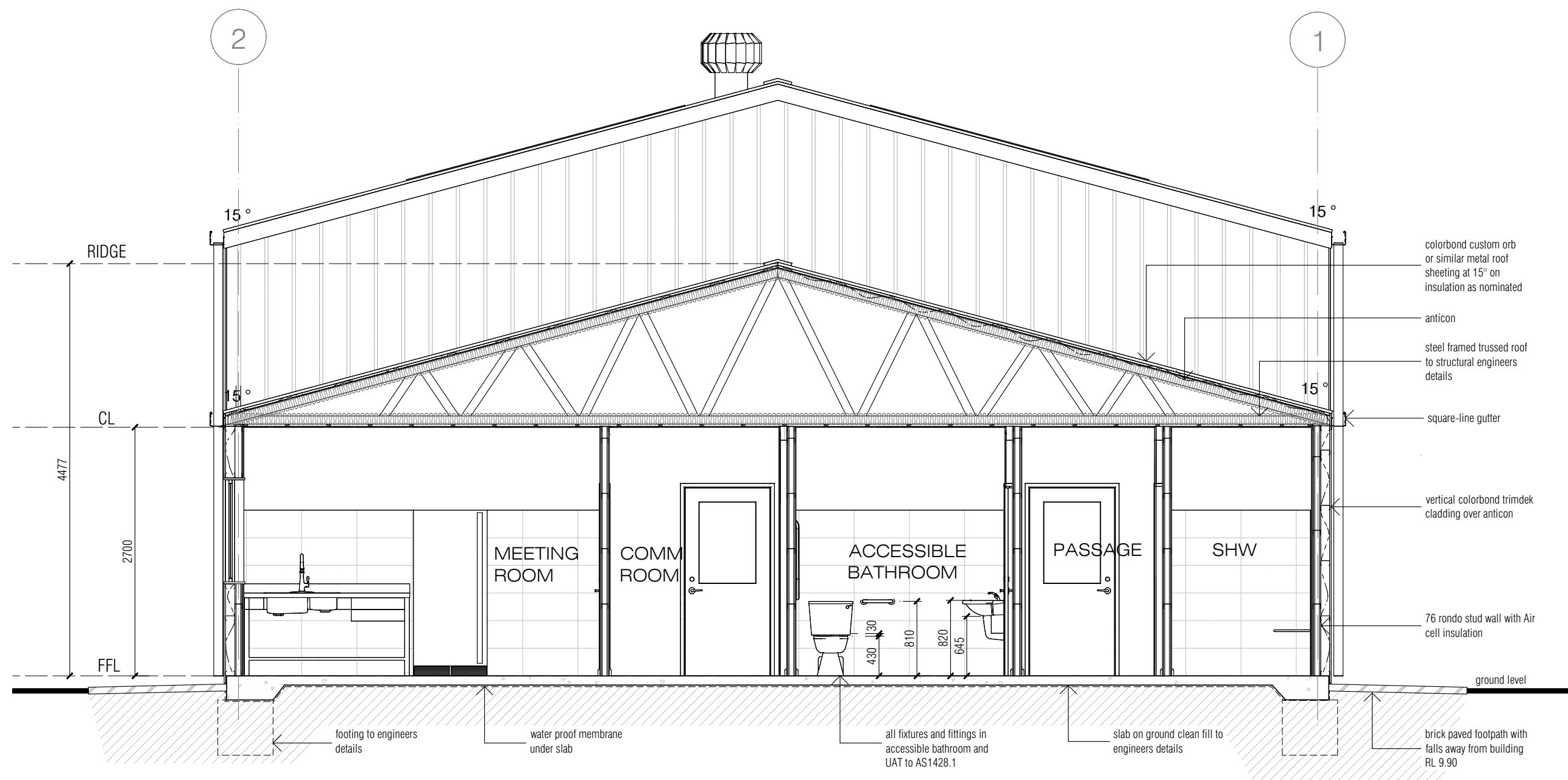
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SCALE 1:100

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0	DS	plan issued for comment	04/04/17

APRVD.	INITIALS	DATE
CHKD.		

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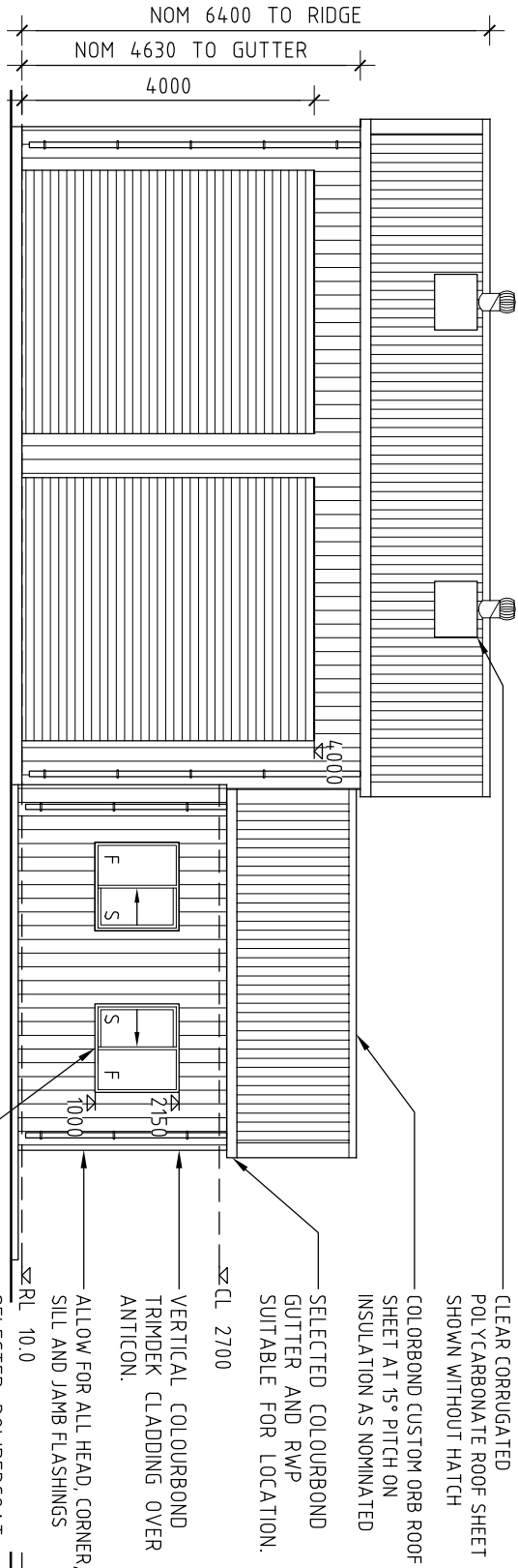
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	CLIENT	Dowerin - Fire Services Building
	DRAWING	SECTION AA
	DATE	12/04/2017

DRAWING No.
A-04 of 4
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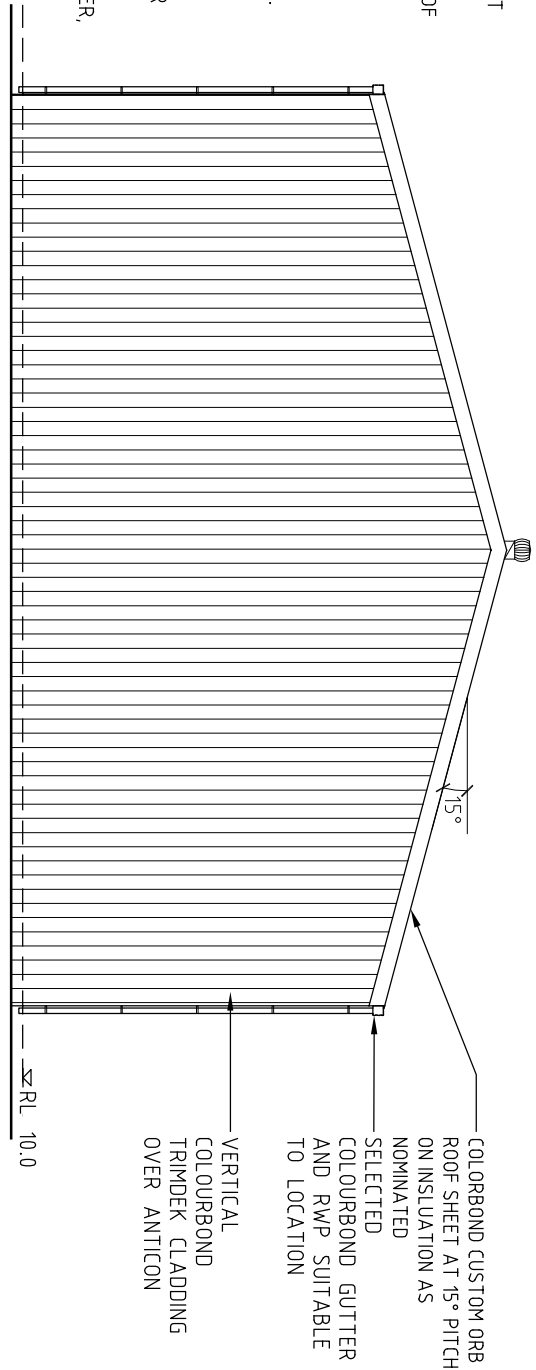
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	0	DS	plan issued for comment	04/04/17
	REV No.	BY	DESCRIPTION	DATE

PRE CONSTRUCTION PROOFING		INITIALS	DATE
	APRVD.		
	CHKD.		

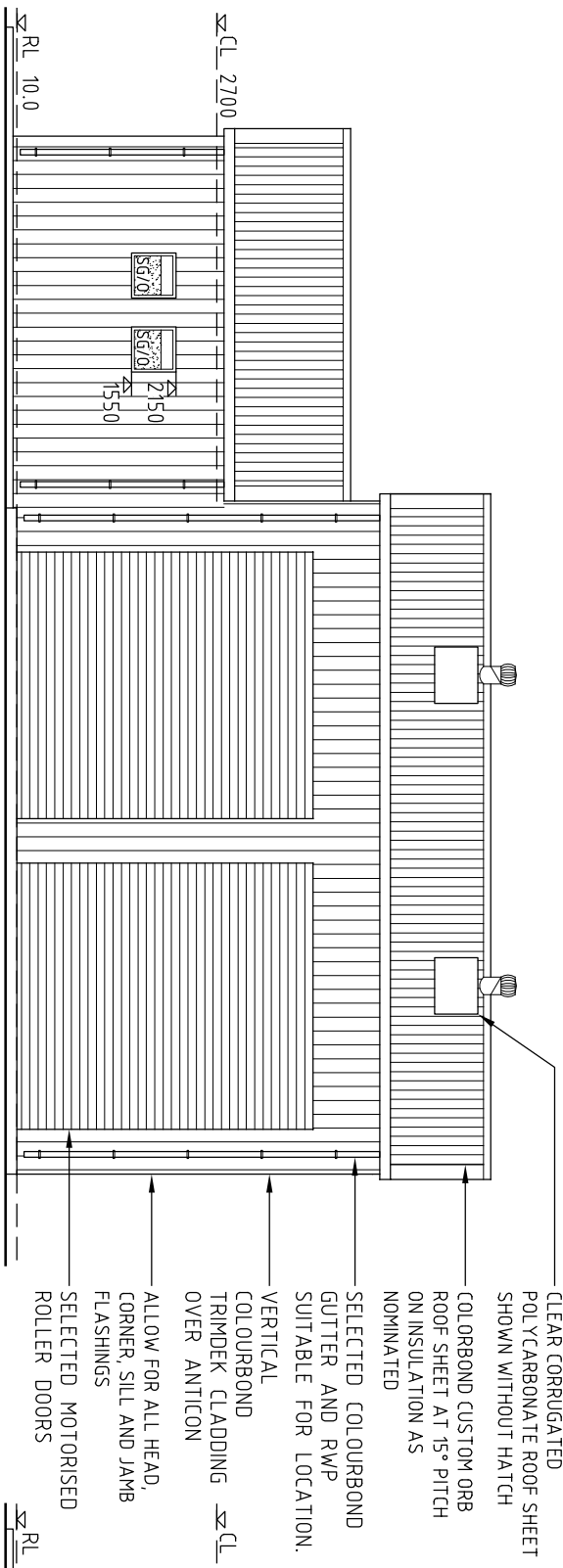
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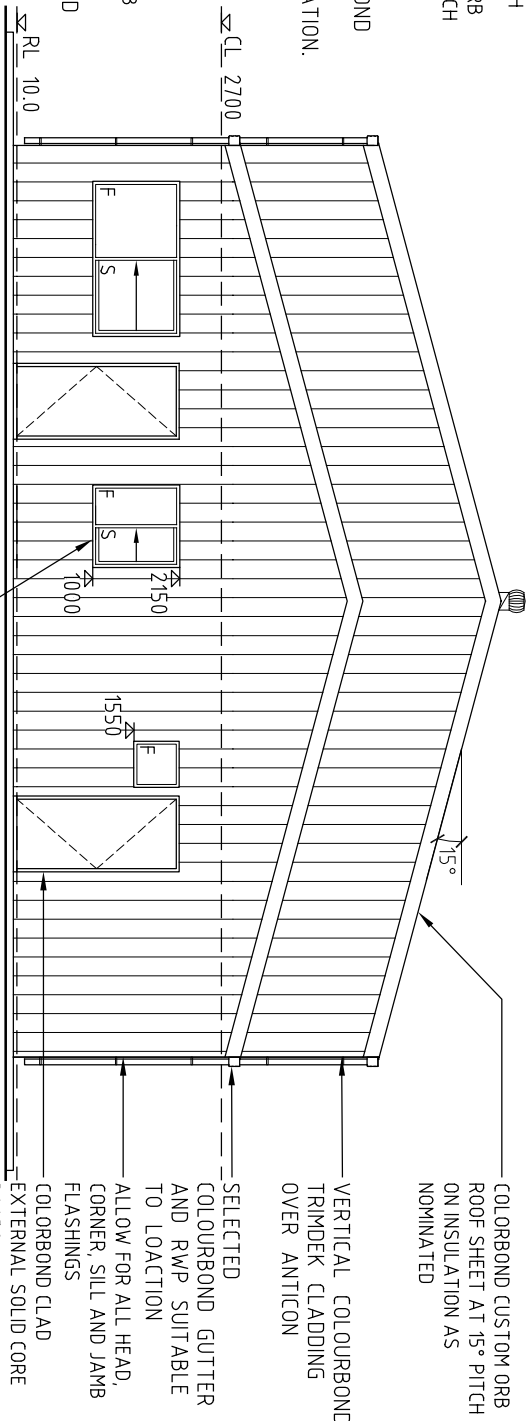
SOUTH ELEVATION 1:100



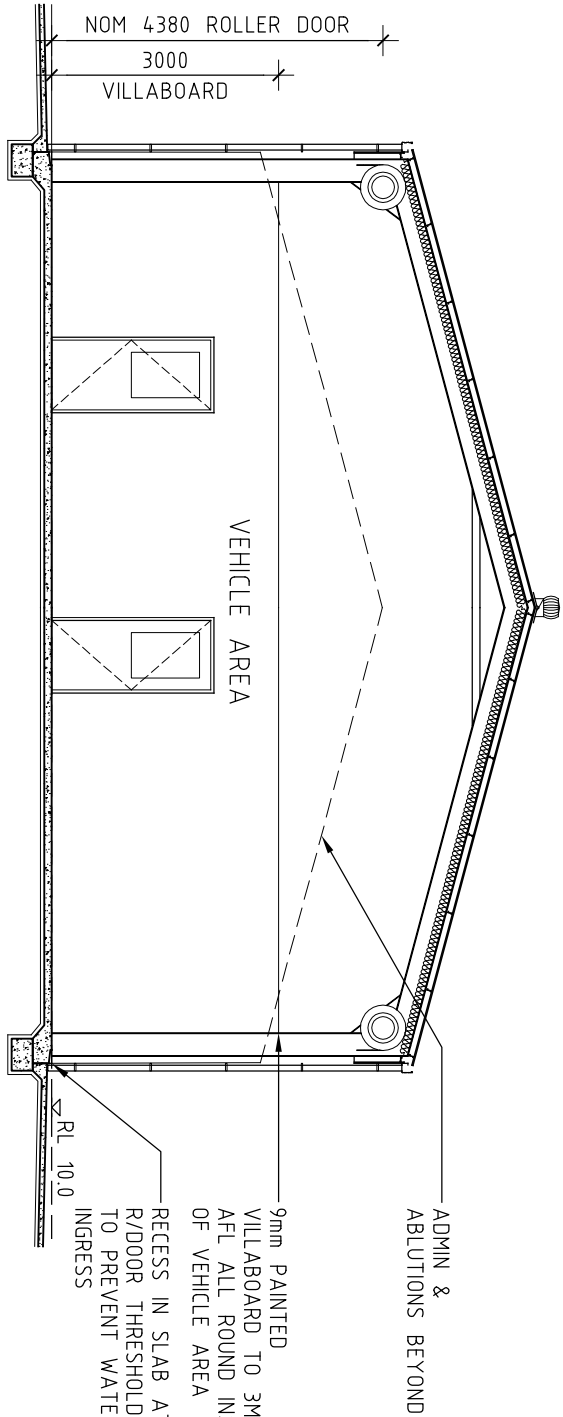
WEST ELEVATION 1:100



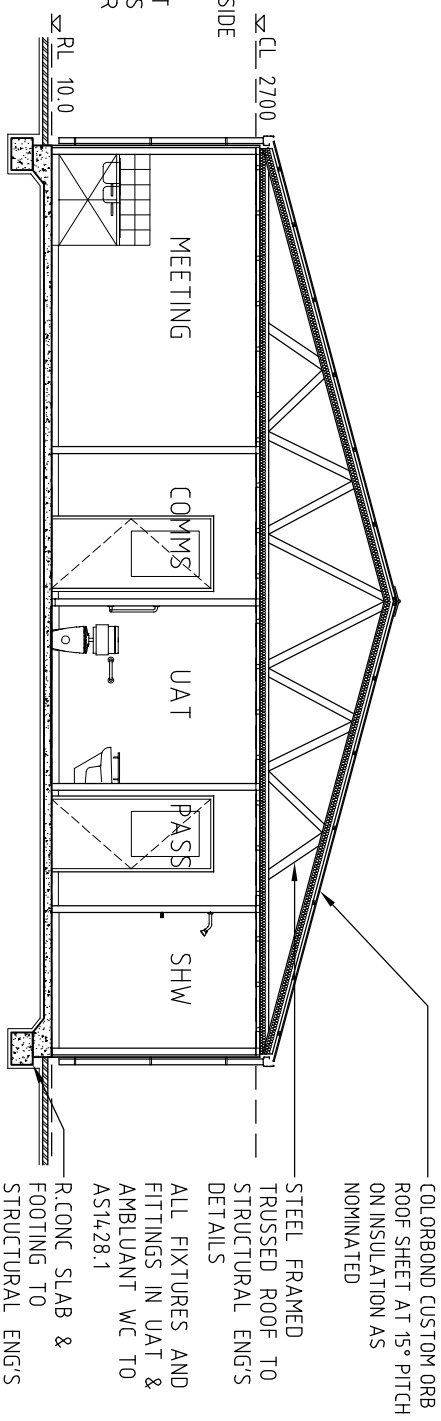
NORTH ELEVATION 1:100



EAST ELEVATION 1:100



SECTION AA 1:100



SECTION BB 1:100

MCG Architects are pleased to provide these drawings gratuitously to the Shire of Dowerin and the community of Dowerin.

LOT 35 MEMORIAL AVENUE, DOWERIN
1654 SK03 20th JANUARY 2017

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SHIRE OF DOWERIN

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 31 March 2017

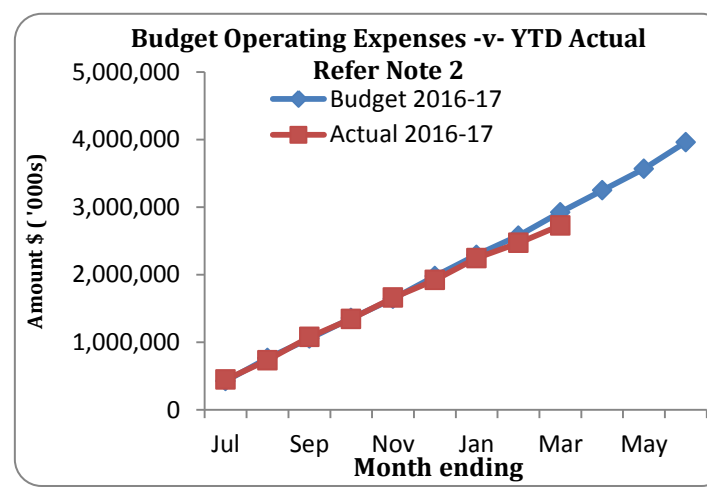
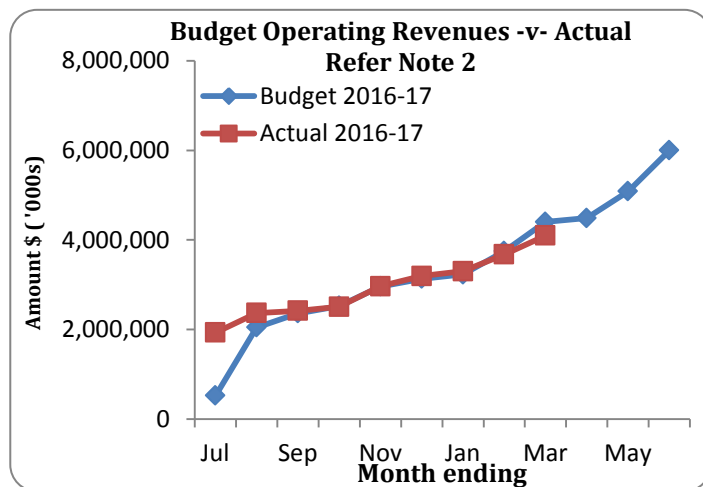
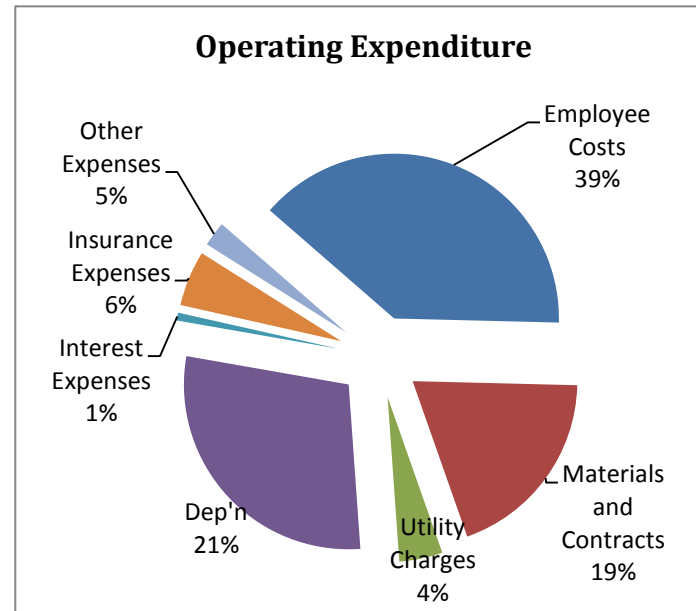
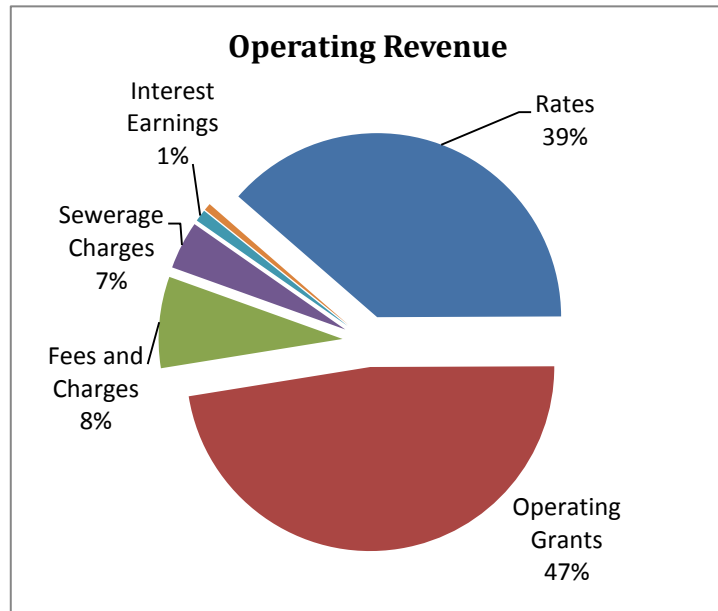
LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF DOWERIN
Information Summary
For the Period Ended 31 March 2017



SHIRE OF DOWERIN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 March 2017

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	(b)-(a)	(b)-	Var.
			\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	3	164,258	0	164,258	(16,508)	(180,766)	(110%)	⚠
Revenue from operating activities								
Governance		8,525	0	6,590	4,843	(1,747)	(27%)	
General Purpose Funding - Rates	8	1,211,651	0	1,211,651	1,211,846	195	0%	
General Purpose Funding - Other		1,358,900	0	1,032,266	1,048,195	15,929	2%	
Law, Order and Public Safety		24,150	0	24,360	14,241	(10,119)	(42%)	⚠
Health		259,000	0	224,445	213,560	(10,885)	(5%)	
Education and Welfare		129,894	0	97,416	65,581	(31,835)	(33%)	⚠
Housing		128,256	8,112	102,267	116,525	14,258	14%	😊
Community Amenities		228,327	0	224,400	245,972	21,572	10%	😊
Recreation and Culture		80,700	0	74,157	66,034	(8,123)	(11%)	⚠
Transport		146,100	0	138,444	136,520	(1,924)	(1%)	
Economic Services		12,176	0	9,507	12,424	2,917	31%	
Other Property and Services		10,501	0	7,866	7,993	127	2%	
		3,598,180	8,112	3,153,369	3,143,733			
Expenditure from operating activities								
Governance		(505,037)	0	(388,066)	(337,735)	50,331	13%	😊
General Purpose Funding		(134,898)	0	(100,413)	(89,227)	11,186	11%	😊
Law, Order and Public Safety		(81,231)	0	(58,167)	(51,527)	6,640	11%	😊
Health		(310,563)	0	(236,285)	(230,067)	6,218	3%	
Education and Welfare		(170,271)	0	(125,028)	(89,988)	35,040	28%	😊
Housing		(175,349)		(136,613)	(153,200)	(16,587)	(12%)	⚠
Community Amenities		(310,220)		(236,480)	(205,664)	30,816	13%	😊
Recreation and Culture		(721,034)		(562,480)	(565,915)	(3,435)	(1%)	
Transport		(1,283,028)		(898,506)	(879,763)	18,743	2%	
Economic Services		(211,508)		(170,170)	(169,129)	1,040	1%	
Other Property and Services		(10,967)		(11,518)	43,265	54,783	476%	😊
		(3,914,106)	0	(2,923,726)	(2,728,949)			
Operating activities excluded from budget								
Add back Depreciation		1,112,647	0	830,525	788,364	(42,161)	(5%)	⚠
Movement in Leave Reserve		0	0	0	750	750		
Amount attributable to operating activities		796,721	8,112	1,060,168	1,203,898			
Investing Activities								
Non-operating Grants, Subsidies and Contributions	10	2,074,000		1,249,000	955,013	(293,987)	(24%)	⚠
Land and Buildings	12	(2,473,038)		(1,875,952)	(528,818)	1,347,134	(72%)	
Infrastructure Assets - Roads	12	(1,123,913)		(842,922)	(336,323)	506,599	(60%)	
Infrastructure Assets - Public Facilities	13	0	0	0	0	0		
Infrastructure Assets - Footpaths	13	0	0	0	0	0		
Infrastructure Assets - Drainage	13	0	0	0	0	0		
Heritage Assets	13	0	0	0	0	0		
Plant and Equipment	12	0	0	0	0	0		
Furniture and Equipment	12	0	0	0	0	0		
Amount attributable to investing activities		(1,522,951)	0	(1,469,874)	89,872			
Financing Activities								
Proceeds from New Debentures		785,250		785,250	785,250	0	0%	
Self-Supporting Loan Principal		23,002		11,408	11,408	0	0%	
Transfer from Reserves	7	300,000		0	0	0		
Repayment of Debentures	9	(113,357)		(56,353)	(56,353)	0	0%	
Transfer to Reserves	7	(432,922)		(13,630)	(13,630)	0	0%	
Amount attributable to financing activities		561,973	0	726,675	726,675			
Closing Funding Surplus(Deficit)	3	0	8,112	481,228	2,003,938			

😊 More Revenue OR Less Expenditure
 ⚠ Less Revenue OR More Expenditure

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
 Refer to Note 2 for an explanation of the reasons for the variance.
 This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF DOWERIN
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 March 2017

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)- (a)/(a)	Var.
			\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	3	164,258	0	164,258	(16,508)	(180,766)	(110%)	☹️
Revenue from operating activities								
Rates	8	1,211,651		1,211,651	1,211,846	195	0%	
Operating Grants, Subsidies and Contributions	10	1,871,634	8,112	1,514,912	1,493,818	(21,094)	(1%)	
Fees and Charges		286,061		240,416	252,241	11,825	5%	
Sewerage Charges		132,227		132,227	132,831	604	0%	
Interest Earnings		61,500		27,847	33,207	5,360	19%	😊
Other Revenue		35,107		26,316	19,791	(6,525)	(25%)	☹️
Profit on Disposal of Assets		0		0	0			
		3,598,180	8,112	3,153,369	3,143,733			
Expenditure from operating activities								
Employee Costs		(1,493,710)		(1,143,995)	(1,064,462)	79,533	7%	😊
Materials and Contracts		(881,179)		(624,711)	(524,594)	100,117	16%	😊
Utility Charges		(147,160)		(110,969)	(115,988)	(5,019)	(5%)	
Depreciation on Non-Current Assets		(1,112,647)		(830,525)	(788,364)	42,161	5%	😊
Interest Expenses		(44,659)		(22,851)	(20,800)	2,051	9%	
Insurance Expenses		(146,402)		(138,200)	(148,421)	(10,221)	(7%)	☹️
Other Expenditure		(88,350)		(52,475)	(66,320)	(13,845)	(26%)	☹️
Loss on Disposal of Assets		0		0	0	0		
		(3,914,106)	0	(2,923,726)	(2,728,949)			
Operating activities excluded from budget								
Add back Depreciation		1,112,647	0	830,525	788,364	(42,161)	(5%)	☹️
Movement in Leave Reserve		0	0	0	750	750		
Amount attributable to operating activities		796,721	8,112	1,060,168	1,203,898			
Investing activities								
Grants, Subsidies and Contributions	10	2,074,000		1,249,000	955,013	(293,987)	(24%)	☹️
Land and Buildings	12	(2,473,038)		(1,875,952)	(528,818)	1,347,134	72%	😊
Infrastructure Assets - Roads	12	(1,123,913)		(842,922)	(336,323)	506,599	60%	😊
Amount attributable to investing activities		(1,522,951)	0	(1,469,874)	89,872			
Financing Activities								
Proceeds from New Debentures		785,250		785,250	785,250	0	0%	
Self-Supporting Loan Principal		23,002		11,408	11,408	0	0%	
Transfer from Reserves	7	300,000		0	0	0		
Repayment of Debentures	9	(113,357)		(56,353)	(56,353)	0	0%	
Transfer to Reserves	7	(432,922)		(13,630)	(13,630)	0	0%	
Amount attributable to financing activities		561,973	0	726,675	726,675			
Closing Funding Surplus (Deficit)	3	0	8,112	481,228	2,003,938	1,522,710	316%	😊

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 2 for an explanation of the reasons for the variance.



More Revenue OR Less Expenditure



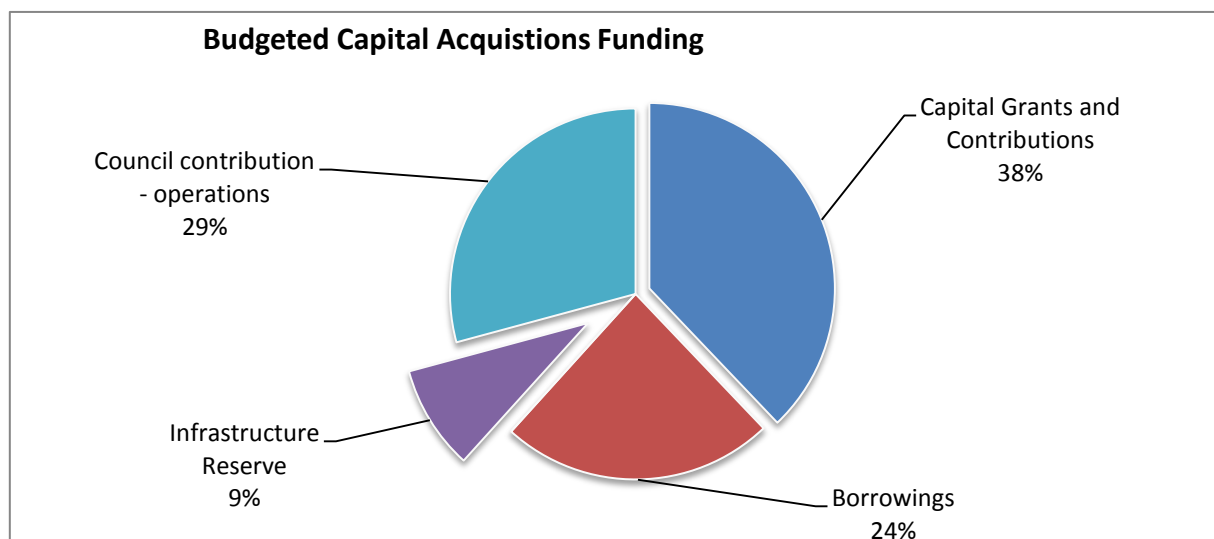
Less Revenue OR More Expenditure

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF DOWERIN
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 31 March 2017

Capital Acquisitions

	Note	Amended Annual Budget	YTD Actual Total
		\$	\$
Land and Buildings	12	2,473,038	528,818
Infrastructure Assets - Roads	12	1,123,913	336,323
Capital Expenditure Totals		3,596,951	865,141
Capital acquisitions funded by:			
Capital Grants and Contributions	10	1,249,000	955,013
Borrowings	9	785,250	785,250
Other (Disposals & C/Fwd)		0	0
Council contribution - Cash Backed Reserves	7	300,000	0
Infrastructure Reserve		300,000	0
Plant Replacement Reserve		0	0
Council contribution - operations		962,701	(875,122)
Capital Funding Total		3,596,951	865,141



SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 1: Significant Accounting Policies

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

All figures shown in this statement are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

(f) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

(g) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 1: Significant Accounting Policies

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Asset	Years
Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
formation	not depreciated
pavement	50 years
seal	
bituminous seals	20 years
asphalt surfaces	25 years
Gravel Roads	
formation	not depreciated
pavement	50 years
gravel sheet	12 years
Formed roads	
formation	not depreciated
pavement	50 years
Footpaths - slab	40 years

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 1: Significant Accounting Policies

(o) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

(p) Nature or Type Classifications

Rates

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 1: Significant Accounting Policies

(r) Program Classifications (Function/Activity)

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

GOVERNANCE

GENERAL PURPOSE FUNDING

LAW, ORDER, PUBLIC SAFETY

HEALTH

EDUCATION AND WELFARE

HOUSING

COMMUNITY AMENITIES

RECREATION AND CULTURE

TRANSPORT

ECONOMIC SERVICES

OTHER PROPERTY AND SERVICES

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 2: Explanation of Material Variances

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially. The material variance adopted by Council for the 2016/17 year is \$5,000 or 5% whichever is the greater.



More Revenue OR Less Expenditure



Less Revenue OR More Expenditure

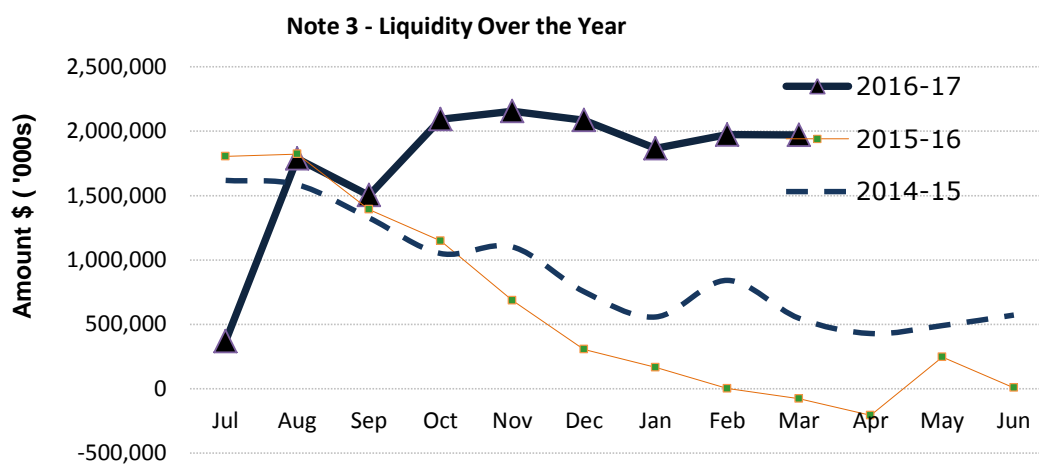
Reporting Program	Var. \$	Var. %	Var .	Timing/ Permanent	Explanation of Variance
Operating Income	\$	%			
Governance	(1,747)	(27%)			
General Purpose Funding - Rates	195	0%			
General Purpose Funding - Other	15,929	2%			Within material variance
Law, Order and Public Safety	(10,119)	(42%)	⊗	Timing	Quarterly Bush Fire Grant \$5490.00 due April Annual budget \$6k per Qtr, under \$6802. Fire ESL Budget \$4200. nil activity YTD. Animal registrations up \$883.
Health	(10,885)	(5%)			Within material variance
Education and Welfare	(31,835)	(33%)	⊗	Timing	CRC under budget \$54. Child Care Wages Reimbursement \$7,569.00 invoiced in April, should have been March. YTD \$25K under recovered wages.
Housing	14,258	14%	😊	Permanent	Overall Other Housing rent income higher by \$14k than YTD Budget due to increase of non-staff occupancy & backdated rentals.
Community Amenities	21,572	10%	😊	Timing	Administration error \$18k Cactus Grant (Invoiced & Receipted) Budget for 1/4/17 @ \$20K
Recreation and Culture	(8,123)	(11%)	⊗	Timing	Within material variance, timing with invoicing.
Transport	(1,924)	(1%)			Within material variance
Economic Services	2,917	31%			Within material variance
Other Property and Services	127	2%			Within material variance
Operating Expense	\$	%			Within material variance
Governance	50,331	13%	😊	Permanent	Carry over 15/16 expenses provided for in MYBR 2016/17
General Purpose Funding	11,186	11%	😊	Timing	Rates Valuations expenditure is \$6K lower than YTD budget, this is likely a timing issue. Admin allocation is \$5K lower than YTD Budget. These matters will be reviewed at the Budget review.
Law, Order and Public Safety	6,640	11%	😊	Timing	Within Variance Threshold
Health	6,218	3%		Timing	Within Variance Threshold
Education and Welfare	35,040	28%	😊	Timing	Dowerin Community Childcare wages are approx. \$18K lower than YTD budget. Lower expenditure in this area, is offset by lower income.
Housing	(16,587)	(12%)	⊗	Timing	Overall Other Housing expenses are higher by \$14k than YTB. Staff will review the costs associated with these accounts for the budget review. Depreciation is also \$11K higher than YTD Budget. Staff will review depreciation rates applied to assets, in accordance with the recent revaluations.
Community Amenities	30,816	13%	😊	Timing	Refuse and Sewerage costs are lower than YTD budget. This will be monitored by staff and costs reviewed with the budget review.
Recreation and Culture	(3,435)	(1%)			Within material variance
Transport	18,743	2%			Within material variance
Economic Services	1,040	1%			Within material variance
Other Property and Services	54,783	476%	😊	Timing	
Operating activities excluded from budget					
Add back Depreciation	(42,161)	(0)	⊗		Within material variance
Movement in Leave Reserve	750				
Capital Revenues					
Grants, Subsidies and Contributions	(293,987)	-24%	⊗		Within Variance Threshold
Capital Expenses					
Land and Buildings	1,347,134	(72%)			
Infrastructure - Roads	506,599	(60%)			
Financing					
Proceeds from New Debentures	0	0			
Self-Supporting Loan Principal	0	0			
Transfer from Reserves	0				
Opening Funding Surplus(Deficit)	(180,766)	(110%)	⊗	Timing	The audited Closing amount as at 30 June 2016, is \$180K less than budgeted. This is mainly due to reserves not being transferred on 15/16. Staff will include this with the budget review in March.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 3: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

		Last Years Actual Closing	Current
	Note	30 June 2016	31 Mar 2017
		\$	\$
Current Assets			
Cash Unrestricted	4	168,165	2,085,880
Cash Restricted	4	1,852,913	1,866,543
Receivables - Rates		36,631	81,836
Receivables - Other		150,562	57,620
Interest / ATO Receivable/Trust		21,749	15,465
Inventories		5,503	23,696
		2,235,523	4,131,039
Less: Current Liabilities			
Payables		(308,190)	(181,788)
Current Borrowings		(85,005)	(28,652)
Provisions		(169,706)	(169,706)
		(562,901)	(380,146)
Net Current Assets		1,672,622	3,750,893
Less: Cash Reserves	7	(1,852,913)	(1,866,543)
Plus: Current Borrowings included in Budget		62,003	17,059
Plus : Liabilities funded by Cash Backed Reserves		101,780	102,530
Net Current Funding Position		(16,508)	2,003,938



Current Ratio equals \$1:\$8.02
 This means that for every \$1.00 of liability Council has
 \$7.63 of Cash available to cover current debt
 The reason for this is the receipt of Grant Funding yet to be spent

\$ **8.00**

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 4: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Municipal Bank Account	423,792			423,792	NAB	0.00%	At Call
Cash Maximiser	1,592,451			1,592,451	NAB	2.05%	At Call
Trust Bank Account			46,222	46,222	NAB	1.00%	At Call
Cash On Hand	600			600	N/A	Nil	On Hand
				0			
(b) Term Deposits				0			
Reserves Term Deposit 1		967,499		967,499	NAB	2.65%	30-Jun-17
Reserve Bank Account - Bendigo		899,044		899,044	Bendigo		13-Dec-17
Municipal Term Deposit	69,389			69,389	NAB	2.65%	25-Jun-17
	2,086,232	1,866,543	46,222	3,998,997			

Comments/Notes - Investments

The above balances are the funds held in bank accounts and on hand as at reporting date.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 5: Budget Amendments

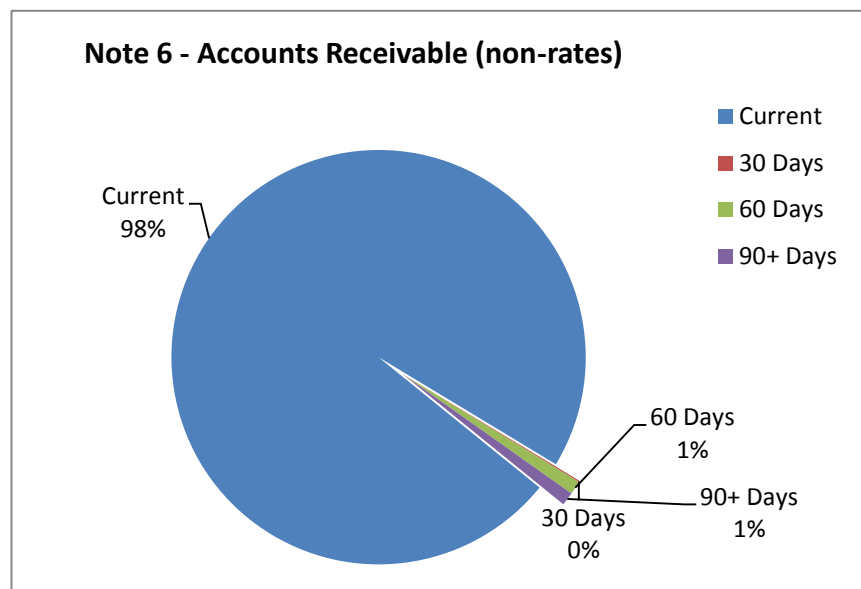
Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus	\$	\$	\$	\$ 0
	Permanent Changes						
125330	Other Housing - Rents	20.09.16-2691	Operating Revenue		8,112		8,112
				0	8,112	0	

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 6: Receivables

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	28,402	32	303	302	29,038
Balance per Trial Balance					
Sundry Debtors					9,038
Total Receivables General Outstanding					9,038



Comments/Notes - Receivables General

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 7: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	101,780	2,884	750	50,000	0	0	0	154,664	102,530
Plant Reserve	92,264	2,614	681	132,621	0	0	0	227,499	92,946
Sewerage Asset Preservation Reserve	951,502	26,960	7,224	77,869	0	0	0	1,056,331	958,726
Land & Building Reserve	20,494	581	150	71,932	0	0	0	93,007	20,644
Swimming Pool Reserve	32,000	907	245	32,000	0	0	0	64,907	32,245
Recreation Facilities Reserve	178,345	5,053	1,349	0	0	0	0	183,398	179,694
Community Housing Project Reserve	45,649	1,293	273	0	0	0	0	46,942	45,922
Comunity Bus Reserve	40,250	1,140	273	0	0	0	0	41,390	40,523
Economic Development Reserve	315,534	8,940	2,126	0	0	(300,000)	0	24,474	317,660
All Hours Gym Reserve	5,132	145	41	0	0	0	0	5,277	5,173
Bowling Green Replacement Reserve	50,681	1,344	382	10,000	0	0	0	62,025	51,063
Tennis Court Replacement Reserve	19,282	639	136	6,000	0	0	0	25,921	19,418
	1,852,913	52,500	13,630	380,422	0	(300,000)	0	1,985,835	1,866,543

Reserve funds are fully cash-backed in a term Deposit and Bank Account - Refer Note 4

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 8: Rating Information

	Rate in	Number of Properties	Rateable Value	YTD Actual				Amended Budget			
				Rate Revenue	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV - Residential	10.2662	131	1,116,024	114,573	0	0	114,610	114,573	0	0	114,573
GRV - Commercial/Indust	10.2662	18	316,540	32,497	0	0	32,497	32,497	0	0	32,497
GRV - Town Rural	10.2662	10	87,048	8,937	0	0	8,937	8,937	0	0	8,937
GRV - Other Towns	10.2662	1	2,130	219	0	0	219	219	0	0	219
UV - Rural Farmland	0.8920	239	104,841,500	935,186	0	0	935,186	935,186	0	0	935,186
Sub-Totals		399	106,363,242	1,091,411	0	0	1,091,448	1,091,412	0	0	1,091,412
Minimum Payment	Minimum										
	\$						0				0
GRV -Residential	686.00	51	236,988	34,986	0	0	34,986	34,986	0	0	34,986
GRV - Commercial/Industrial	686.00	15	55,169	10,290	0	0	10,290	10,290	0	0	10,290
GRV - Town Rural	686.00	17	65,500	11,662	0	0	11,662	11,662	0	0	11,662
GRV - Other Towns	200.00	18	5,529	3,600	0	0	3,600	3,600	0	0	3,600
UV - Rural Farmland	686.00	50	2,569,800	34,300	0	0	34,300	34,300	0	0	34,300
UV - Commercial/Industrial	686.00	4	400	2,744	0	0	2,744	2,744	0	0	2,744
UV - Town Rural	686.00	3	65,500	2,058	0	0	2,058	2,058	0	0	2,058
UV - Mining Tenement	200.00	3	5,867	600	0	0	600	600	0	0	600
Sub-Totals		161	3,004,753	100,240	0	0	100,240	100,240	0	0	100,240
		560	109,367,995	1,191,651	0	0	1,191,688	1,191,652	0	0	1,191,652
Concession							0				0
Amount from General Rates							1,191,688	1,191,652			1,191,652
Ex-Gratia Rates							20158	20,000			20,000
Specified Area Rates							0	0			0
Totals							1,211,846	1,211,652			1,211,652

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 9 : Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2016	Actual New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Amended		Amended		Amended	
			Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$
Recreation and Culture								
Loan 97 - Community Club	412,632		30,688	62,003	381,944	350,629	7,467	16,605
Economic Services								
Loan 99 - Short Term Accommodation Project		785,250	14,257	28,352	770,993	756,898	12,328	25,448
Self Supporting Loans								
Loan 98 - Dowerin Events	83,858		11,408	23,002	72,450		1,004	2,606
	496,490	785,250	56,353	113,357	1,225,387	1,107,527	20,800	44,659

(b) New Debentures

Particulars	Amount		Institution	Loan Type	Term (Years)	Total Interest & Charges	Interest Rate %	Balance	
	Borrowed Budget	Used Budget						Amount	Unspent
Short Term Accommodation Project	785,250		WATC	Debenture	20	290,748	3.27%	785,250	0

(c) Unspent Debentures

The Shire has no unspent debentures.

(d) Overdraft

Council has an overdraft facility of \$60,000 with NAB.

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 10: Grants and Contributions

	Grant Provider	Type	Opening Balance (a)	Amended Budget Operating	Capital	YTD Budget	Annual Budget (d)	Post Variations (e)	Expected (d)+(e)	YTD Actual Revenue (b)	(Expended) (c)	Unspent Grant (a)+(b)+(c)
				\$	\$	\$				\$	\$	\$
General Purpose Funding												
Grants Commission - General Purpose	WALGGC	Operating	0	830,000	0	600,000	830,000		830,000	627,779	n/a	0
Grants Commission - Roads	WALGGC	Operating	0	460,000	0	400,000	460,000		460,000	387,298	n/a	0
Law, Order and Public Safety												
DFES - ESL Collection Fee	Dept. of Fire & Emergency Serv.	Operating	0	4,200	0	4,200	4,200		4,200	0	n/a	0
DFES Grant - Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Operating	0	18,000	0	18,000	18,000		18,000	11,198	n/a	0
Health												
HACC - Recurrent Grant	Department of Health	Operating	0	240,000	0	210,000	240,000		240,000	201,401	0	0
Community Amenities												
Aged Friendly Communities Grant	Royalties for Regions	Operating - Tied	25,885	0	0	0	0		0	0	(6,873)	19,012
Recreation and Culture												
DSR Grant - Swimming Pool	Department of Sport and Recreation	Operating	0	32,000	0	32,000	32,000		32,000	32,000	0	0
Grant - KidSport	Department of Sport and Recreation	Operating	0	4,000	0	4,000	4,000		4,000	0	0	0
Grant - Youth Week	DLGC	Operating	0	1,000	0	1,000	1,000		1,000	0	0	0
Grant - Volunteers	DLGC	Operating	0	2,000	0	2,000	2,000		2,000	1,000	0	0
Transport												
Roads Maintenance Direct Grants	Main Roads WA	Operating	0	123,000	0	123,000	123,000		123,000	123,066	n/a	0
Street Lights Subsidy	Western Power	Operating	0	2,500	0	0	2,500		2,500	0	n/a	0
Roads To Recovery Grant - Cap	Roads to Recovery	Non-operating	0	0	574,000	274,000	574,000		574,000	235,099	(290,366)	(55,267)
RRG Grants - Capital Projects	Regional Road Group	Non-operating	0	0	300,000	175,000	300,000		300,000	118,096	(20,012)	98,084
Economic Services												
Regional Development	National Stronger Regions Fund	Non-operating	0	0	800,000	400,000	800,000		800,000	200,000	0	200,000
Short Term Accommodation	Dowerin Events Management	Non-operating	0	0	400,000	400,000	400,000		400,000	401,818	(456,921)	(55,103)
Wheatbelt Heritage Rail	Country Local Government Fund	Operating - Tied	188,338	188,338	0	0	188,338		188,338	0	(60,682)	127,656
TOTALS			214,223	1,905,038	2,074,000	2,643,200	3,979,038	0	3,979,038	2,338,754	(834,854)	334,382
SUMMARY												
Operating	Operating Grants, Subsidies and Contributions		0	1,716,700	0	1,394,200	1,716,700	0	1,716,700	1,383,741	0	0
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions		214,223	188,338	0	0	188,338	0	188,338	0	(67,555)	146,668
Non-operating	Non-operating Grants, Subsidies and Contributions		0	0	2,074,000	1,249,000	2,074,000	0	2,074,000	955,013	(767,299)	187,714
TOTALS			214,223	1,905,038	2,074,000	2,643,200	3,979,038	0	3,979,038	2,338,754	(834,854)	334,382

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

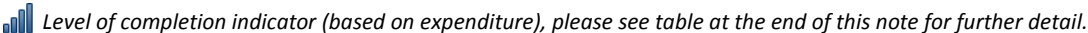










Note 11: Trust Fund

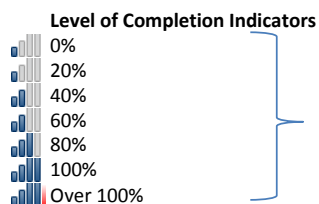
Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2016	Amount Received	Amount Paid	Closing Balance 31 Mar 2017
	\$	\$	\$	\$
Housing Bonds	3,866	0	(438)	3,428
Key Deposits	610	0	(520)	90
Tidy Towns	2,818	401	0	3,219
HACC Vehicle	2,025	0	(1,334)	691
Building Deposits	10,000	0	0	10,000
AROC Funds	95,657	1,800	(97,457)	0
HACC Fundraising	2,509	8	0	2,517
Recreation Steering Committee	23,359	28,315	(28,315)	23,359
Centenary Park	2,111	0	0	2,111
Nomination Deposits	320	240	0	560
Yellow Ribbon	247	0	0	247
	143,522	30,763	(128,064)	46,222

SHIRE OF DOWERIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2017

Note 12: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			Strategic Reference / Comment
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
								
Buildings								
Housing								
 BUILDING - 19 COTTRELL ST	2584			11,215	11,000	11,000	215	
							0	
	Housing Total	0	0	11,215	11,000	11,000	215	
Economic Services								
 WHEATBELT HERITAGE RAIL PROJECT	7144			60,682	188,338	141,255	(80,573)	
 SHORT TERM ACCOMMODATION	7145			456,921	2,273,700	1,723,697	(1,266,776)	
	Economic Services Total	0	0	517,603	2,462,038	1,864,952	(1,347,349)	
 Buildings Total		0	0	528,818	2,473,038	1,875,952	(1,347,134)	
Roads								
Transport								
 ROADS - ROADS TO RECOVERY	4184			290,366	600,449	450,333	(159,967)	
 ROADS - UNCLASSIFIED	4604			21,680	82,880	62,154	(40,474)	
 ROADS - STATE 20/20	4884			20,012	440,584	330,435	(310,423)	
 ROADS - SIGNS	4194			4,265	0	0	4,265	
	Transport Total	0	0	336,323	1,123,913	842,922	(506,599)	
 Roads Total		0	0	336,323	1,123,913	842,922	(506,599)	
 Capital Expenditure Total		0	0	865,141	3,596,951	2,718,874	(1,853,733)	



Percentage YTD Actual to Annual Budget
Expenditure over budget highlighted in red.



Shire of Dowerin

Wheatbelt Heritage Rail Advisory Committee

Minutes

Date: Tuesday 4th April 2017

Time: 3pm (WST)

Shire of Dowerin Council Chamber

COMMITTEE MEMBERS	REPRESENTING
Cr Bill Coote	Shire of Dowerin
Cr Brenton Walsh	Shire of Dowerin
Phillippa Rogers	Rail Heritage WA
Ian Studham	Rail Heritage WA
Diane Hatwell	Community Representative
Len Holberton	Community Representative
Clem Kerp	AROC
EX-OFFICIO	REPRESENTING
Andrea Selvey – CEO	Shire of Dowerin
Adim Hajat – CEDC	Shire of Dowerin
Chris LeMarshall – Project Manager	Linqage International
Jane Besley – Project Manager	Linqage International
Sandra Clohessy	LGIS
Melusha Robson	LGIS
Paul McBride	LGIS
Ian Proudfoot	LGIS
Peter Cumming	ONRSR
Colin Miller	ONRSR
Paul Butler	ONRSR
Michael Lysaght	Brookfield Rail
Hannah Jenkins	Brookfield Rail
Kristen Culverhouse	Brookfield Rail

SHIRE OF DOWERIN

MINUTES FOR THE WHEATBELT HERITAGE RAIL ADVISORY COMMITTEE MEETING TO BE HELD ON TUESDAY 4TH APRIL 2017

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1. DECLARATION OF OPENING

Cr BW chaired the meeting and declared it open at 3:05pm.

2. ATTENDANCE

COMMITTEE MEMBERS	REPRESENTING
Cr Brenton Walsh	Shire of Dowerin
Cr Bill Coote	Shire of Dowerin
Diane Hatwell	Community Representative
Clem Kerp	AROC Representative
Philippa Rogers	Rail Heritage WA
EX-OFFICIO	REPRESENTING
Andrea Selvey	Shire of Dowerin
Sandra Colhessy	LGIS
Paul Butler	ONRSR
Peter Cumming	ONRSR
Hannah Jenkins	Brookfield Rail
Kirsten Culverhouse	Brookfield Rail
Chris Le Marshall	Linguage International
Jane Besley	Linguage International
Adim Hajat	Shire of Dowerin
OBSERVER	REPRESENTING

3. APOLOGIES

COMMITTEE MEMBERS	REPRESENTING
Len Holberton	Community Representative
Ian Studham	Rail Heritage WA

4. DECLARATION OF INTEREST

Nil

5. CONFIRMATION OF MINUTES

THAT THE MINUTES OF THE MEETING OF THE WHEATBELT HERITAGE RAIL ADVISORY COMMITTEE HELD ON TUESDAY 7TH MARCH 2017 BE CONFIRMED AS A TRUE AND CORRECT RECORD OF PROCEEDINGS.

MOVED: CR BILL COOTE

SECONDED: DIANE HATWELL

CARRIED

6. BUSINESS ARISING

6.1 – Interface Co-ordination Plan

Council approved the Interface Co-ordination Plan at the Ordinary Meeting of Council held on the 28th March 2017. The plan was signed by the Shire President and the CEO. A copy of the signed document will be sent to IS and PR.

7. PRESENTATIONS

Presentation by Chris LeMarshall and Jane Beasley on the current status of the project.

The presentation has been attached to the minutes.

Business arising from the presentation:

- Priorities in the budget for the reconnection and slewing of the track by Brookfield. Cost is approximately \$60K
- Testing and refitting
- Shipping the bogies from the QLD to Minnivale
- AB diesel to be signed off by Wednesday this week.
- The committee is well aware of the 28 days that the certification to be with the ONRSR.
- The site will contain 2 locomotives and 4 rolling stock
- Assets in equivalent to \$3.5m at Minnivale
- Deadline for the acquittal due this financial year
- Track access agreements pending
- CLeM discussed the possibility of getting the AB towed by WATCO from Forrestfield to Minnivale for the Official Opening
- ONRSR advised that if this be the case they will require a full plan movement from WATCO including accreditation documents
- CK asked if the Public Liability of \$250m is flexible due project's long term commitment.
- In the long term viability of the project the committee will be looking at several options
- Information gathering for the project will begin after funds have been acquitted.
- Commencing in later May the committee is due to meet again in June to discuss

8. GENERAL BUSINESS

8.1 LAUNCH EVENT

- 30th April Official Opening – Phase One at Minnivale is confirmed.
- Draft Invitation list sent to the committee. Invitations distributed on the 31st March 2017.
- Invitation sent to the Honourable Minister Alannah MacTiernan MLC.
- Invitation sent to Mia Davies MLA. The member has confirmed that she will be attending.
- DH, PR and AH have begun to discuss the program of events for the Official Opening. The committee asked if Brookfield would be happy to join this subcommittee. HJ agreed. All correspondences and planning to include HJ.

8.2 UPDATE FROM AGENCIES

ONRSR – Update

Brookfield Rail – Update

LGIS – Update

9. BUSINESS FROM MEMBERS

Diane Hatwell: “Eventual form of the committee and the possibility of a subcommittee for operational matters in the interim.”

Diane Hatwell: “Expenditure of the grant money since receipt.”

- A copy of the financial statements for expenditure YTD was provided to the committee.

10. URGENT BUSINESS

Nil

11. DATE OF NEXT MEETING

Items for next meeting:

Mid June date is yet to be confirmed.

12. CLOSURE OF MEETING

Cr BW closed the meeting at 4.30pm



**Minutes of the Annual Meeting of the Dowerin Bushfire Advisory Committee
held in Council Chambers on
Wednesday 5 April 2017**

1. ATTENDANCE AND APOLOGIES

Present:

Phil Pickering (C.B.F.C.O)

Bill Coote (DCBFCO)

Eric Emmott

Lindsay Hagboom

Simon Emmott

Gavin Hagboom

Gavin Howard

Stephen Crute

Adam Metcalf

Andrea Selvey

Paul Millstead

Apologies:

Justin Corrigan

Steven Geerdink

Alan Bear

2. OPENING

The Chief Bush Fire Control Officer, Mr Phil Pickering declared the meeting open at 4.35pm.

3. CONFIRMATION OF MINUTES

Moved: B Coote

Seconded: E Emmott

***THAT THE MINUTES OF THE 2016 ANNUAL GENERAL MEETING OF THE
DOWERIN BUSHFIRE ADVISORY COMMITTEE BE ACCEPTED.***

CARRIED

4. BUSINESS ARISING FROM MINUTES

4.1 Tanks in the Manmanning Area. Steven Geerdink did look at them but not sure what the outcome was.

Action: A Selvey to speak with S Geerdink

4.2 Gazetted burning times were approved. Issue with public holidays/Easter and small number of volunteers available in case of a problem.

Moved: G Howard

Seconded: B Coote

THAT THE RESTRICTED BURNING PERIOD BE EXTENDED BY ONE WEEK (ENDING ON 21 APRIL 2017) TO TAKE INTO CONSIDERATION LACK OF VOLUNTEERS OVER THE EASTER PERIOD.

CARRIED

5. ELECTION OF OFFICE BEARERS

All positions vacant; nominations called.

5.1 CHIEF BUSH FIRE CONTROL OFFICER

Moved: B Coote

Seconded: E Emmott

THAT PHIL PICKERING IS ELECTED AS CHIEF BUSH FIRE CONTROL OFFICER.

CARRIED

5.2 DEPUTY CHIEF BUSH FIRE CONTROL OFFICER

Moved: G Howard

Seconded: S Emmott

THAT PAUL MILLSTEAD IS ELECTED AS DEPUTY CHIEF BUSH FIRE CONTROL OFFICER.

CARRIED

5.3 2ND DEPUTY CHIEF BUSH FIRE CONTROL OFFICER

Moved: G Hagboom

Seconded: S Emmott

THAT BILL COOTE IS ELECTED AS 2nd DEPUTY CHIEF BUSH FIRE CONTROL OFFICER.

CARRIED

5.4 FIRE CONTROL OFFICERS

Moved: E Emmott

Seconded: B Coote

THAT THE ADVISORY COMMITTEE RECOMMEND TO COUNCIL THAT THE FOLLOWING PERSONS BE APPOINTED AS FIRE CONTROL OFFICERS FOR THE 2017/18 SEASON.

Minutes of the Annual Meeting of the Dowerin Bushfire Advisory Committee held in Council Chambers on Thursday 16 June 2016 commencing at 5.00pm

Position	Name	Phone
<u>Fire Weather Officers</u>	P. Pickering	0429 311 250
<u>Bush Fire Control Officers</u>		
<u>Dowerin</u>	P. Pickering	0429 311 250
	A. Selvey	0429 311 202
<u>Minnivale</u>	W. Coote	0427 313 020
	G. Ralph	0427 313 014
	S. Crute	0429 631 303
<u>Cadoux-Manmanning</u>	A. Bear	9632 1278
	S. Booth	0427 732 013
	S. Emmott	0428 955 940
<u>Ejanding</u>	P. Millstead	0427 311 721
	B. Jones	0428 323 012
<u>Ucarty</u>	D.P. Hudson	0428 311 063
	G. Hagboom	0427 341 026
<u>Dual Fire Control Officers</u>		
Wyalkatchem Shire	G. Ralph, S Crute	
Wongan-Ballidu Shire	S. Emmott, P. Millstead	
Goomalling Shire	P. Pickering, G Hagboom	
Cunderdin Shire	G. Hagboom	
Koorda Shire	H. (John) Bear (Andrea to phone John to check if he wants to keep going. If he says no, see if A Bear will do it.)	
CARRIED		

5.5 FORMAL ACKNOWLEDGEMENT OF MR ERIC EMMOTT

The CBFCO, Phil Pickering, formally acknowledged the commitment and efforts of Mr Emmott who has made a great contribution to the community as a Fire Control Officer since 1966.

The meeting supported this formal acknowledgement.

Action: A Selvey to investigate options for acknowledging Mr Emmott with DFES.

6. GENERAL BUSINESS

6.1 DFES Budgets

Brigades are asked to check if any equipment is required and submit their requests to A Selvey for the Shire to purchase from DFES Grant.

6.2 Fire Reports

Brigades are asked to ensure Fire Reports are completed and submitted to the Shire Office as these are vital to ensure accurate statistics and reporting to DFES.

6.3 Access to Water (Tanks or Standpipes)

Tanks are needed in West Ucarty Area and at the 54 Gate West Road/ Dowerin Kalannie Road intersection. These need to be investigated and an amount considered in the Shire budget or grant funding from DFES.

Action: A Selvey to ask S Geerdink to liaise with G Hagboom and S Emmott to discuss options.

6.4 Bush Fire Tender

New tender due in about one month (end of April).

6.5 Exercise

Discussion on the value of having an exercise to allow for volunteers to familiarise themselves with different trucks and equipment. Strong support for another exercise in the near future.

6.6 Bush Fire Shed

Contract for new shed has been awarded to WBS. Works should start within the next few weeks. Cost was more than grant funding but Council resolved to accept the quote to ensure quality.

6.7 Fuel Loads on road verges

L Hagboom noted concerns with fuel loads on road side verges.

Action: A Selvey to seek advice from DFES about options.

6.8 Update from DFES

Training delivery method changed to online. Registration is mandatory to receive training via FESA.

Existing trucks being upgraded with Deluge Systems and in-cab air.

NOTED

7. NEXT MEETING

The next meeting will be held in early April 2018.

9. MEETING CLOSURE

There being no further general business the CBFCO declared the meeting closed at 5.40pm.

UNCONFIRMED



Shire of Dowerin

MINUTES

Finance Committee Meeting

Tuesday 18 April at 3.00pm

Committee Members

Cr D.E. Metcalf

Cr D.P. Hudson

Cr R.I Trepp

Observers

Andrea Selvey – CEO

Ina Edwardson – Finance and Corporate Services Manager

SHIRE OF DOWERIN

MINUTES FOR THE FINANCE COMMITTEE MEETING TO BE HELD ON 18 April 2017

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1. DECLARATION OF OPENING

The presiding member declared the Shire of Dowerin Finance Committee meeting open at 3.00pm.

2. ATTENDANCE AND APOLOGIES

Members

Cr D.E. Metcalf - Shire President

Cr D.P Hudson

CR R.I. Trepp

Officers

A. Selvey, CEO

I. Edwardson, Finance and Corporate Services Manager

3. DISCLOSURE OF INTEREST

IMPORTANT: Committee members to complete a “Disclosure of Interest” form for each item on the agenda in which they wish to disclose a financial/proximity/impartiality interest. They should give the form to the Presiding Member before the meeting commences. After the meeting, the form is to be forwarded to the Administration Office for inclusion in the Corporate Financial Disclosures Register.

4. CONFIRMATION OF MINUTES

OFFICER RECOMMENDATION – ITEM 4.1

***THAT THE MINUTES OF THE FINANCE COMMITTEE MEETING HELD ON 20 MARCH 2017 BE
CONFIRMED AS A TRUE AND CORRECT RECORD OF PROCEEDINGS.***

COMMITTEE DECISION – ITEM 4.1

Moved: DP Hudson

Seconded: DE Metcalf

Carried: 3/0

***THAT THE MINUTES OF THE FINANCE COMMITTEE MEETING HELD ON 20 MARCH 2017 BE
CONFIRMED AS A TRUE AND CORRECT RECORD OF PROCEEDINGS.***

5. PRESENTATIONS

6. FINANCE REPORT

6.1 FINANCIAL ACTIVITY STATEMENTS – MARCH 2017

Date:	12 APRIL 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Ina Edwardson – Finance and Corporate Services Manager
Reviewer:	Megan Shirt – LG Consultant
Senior Officer:	Andrea Selvey – Chief Executive Officer
Attachments:	1. Monthly Financial Activity Statements – March 2017

Summary

The financial statements for the period 01 March 2017 to 31 March 2017 are presented for the Finance Committee review.

Background

Section 6.4 of the Local Government Act 1995 requires a Local Government to prepare financial reports.

The Local Government (Financial Management) Regulations Reg 34 & 35 sets out the form and content of the financial reports which have been prepared for the periods as above and are presented to Council for approval. The statements have been prepared in AAS27 format in accordance with FMR Reg 35.

Comment

In order to fulfil statutory reporting requirements, and to provide the Council with a synopsis of the Shire's overall financial performance on a year to date basis, the following financial reports are attached:

- Statement of Financial Activity – Statutory Reporting Program

This report provides details of the Shire's operating revenues and expenditures on a year to date basis, by Program and Nature or Type. The report has been further extrapolated to include details of non-cash adjustments and capital revenues and expenditures, to identify the Shire's net current position; which reconciles with that reflected in the associated Net Current Position report (Note 3).

- Capital Acquisitions

This report provides year to date budget performance (by line item) in respect of the following capital expenditure activities

- Land and Buildings
- Infrastructure Assets – Roads

- Net Current Funding Position (Note 3)

This report provides details of the composition of the net current asset position on a year to date

basis, and reconciles with the net current position as per the Statement of Financial Activity by Program (pg.3) and Statement of Financial Activity by Nature or Type (pg. 4).

- Cash Backed Reserves (Note 7)

This report provides summary details of transfers to and from reserve funds, and also associated interest earnings on reserve funds, on a year to date basis.

Additional reports and/or charts are also provided as required to further supplement the information comprised within the statutory financial reports.

Reserve Funds

The total balance of funds held in the various Reserve Funds at 31 March 2017 is as detailed in the financial statements at Note 7.

Consultation

Finance Committee

Financial Implications

Any financial implications are detailed within the context of this report.

Policy Implications

Nil

Statutory Implications

Council is required to adopt monthly finance reports to comply with Reg 34(1) of the Local Government (Financial Management) Regulations 1996.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 6.1

THAT THE FINANCE COMMITTEE RECEIVES THE STATUTORY FINANCIAL ACTIVITY STATEMENT REPORTS FOR THE PERIOD ENDING 31 MARCH 2017, PURSUANT TO REGULATION 34(4) OF THE LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS.

COMMITTEE RECOMMENDATION – ITEM 6.1

Moved: RI Trepp

Seconded: DP Hudson

Carried: 3/0

THAT THE FINANCE COMMITTEE RECEIVES THE STATUTORY FINANCIAL ACTIVITY STATEMENT REPORTS FOR THE PERIOD ENDING 31 MARCH 2017, PURSUANT TO REGULATION 34(4) OF THE LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS.

ACTIONS:

CHECK GRAPH PAGE 5.

6.2 ACCOUNTS PAID – 5 MARCH 2017 TO 4 APRIL 2017

Date:	12 APRIL 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Emma Hardy – Finance Officer
Senior Officer:	Ina Edwardson – Finance and Corporate Services Manager
Attachments:	2. List of Accounts

Background

The attached schedules of cheques drawn and electronic payments that have been raised by delegated authority during the month since the last meeting are presented to Council for confirmation of payment and ratification at this meeting.

Comment

The list as presented has been reviewed by Chief Executive Officer and Finance Committee and has been forwarded to Council to confirm payment.

Statutory Implications

Reg 12 & 13 of the Local Government (Financial Management) Regulations 1996 requires that a separate list be prepared each month for adoption by Council showing:

- Creditors to be paid
- payments made from Municipal Fund, Trust Fund and Reserve Fund by Chief Executive Officer under delegated authority from Council

Policy Implications

Payments have been made under delegation.

Financial Implications

All payments have been consistent with Council adopted budget provisions.

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organization.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 6.2

THAT THE FINANCE COMMITTEE RECOMMEND THAT COUNCIL RECEIVE THE REPORT FROM THE CHIEF EXECUTIVE OFFICER ON THE EXERCISE OF DELEGATED AUTHORITY IN RELATION TO CREDITOR PAYMENTS FROM THE MUNICIPAL FUND FOR THE PERIOD 5 MARCH 2017 TO 4 APRIL 2017.

COMMITTEE RECOMMEDATION – ITEM 6.2

Moved: RI Trepp

Seconded: DP Hudson

Carried: 3/0

THAT THE FINANCE COMMITTEE RECOMMEND THAT COUNCIL RECEIVE THE REPORT FROM THE CHIEF EXECUTIVE OFFICER ON THE EXERCISE OF DELEGATED AUTHORITY IN RELATION TO CREDITOR PAYMENTS FROM THE MUNICIPAL FUND FOR THE PERIOD 5 MARCH 2017 TO 4 APRIL 2017.

ACTIONS:

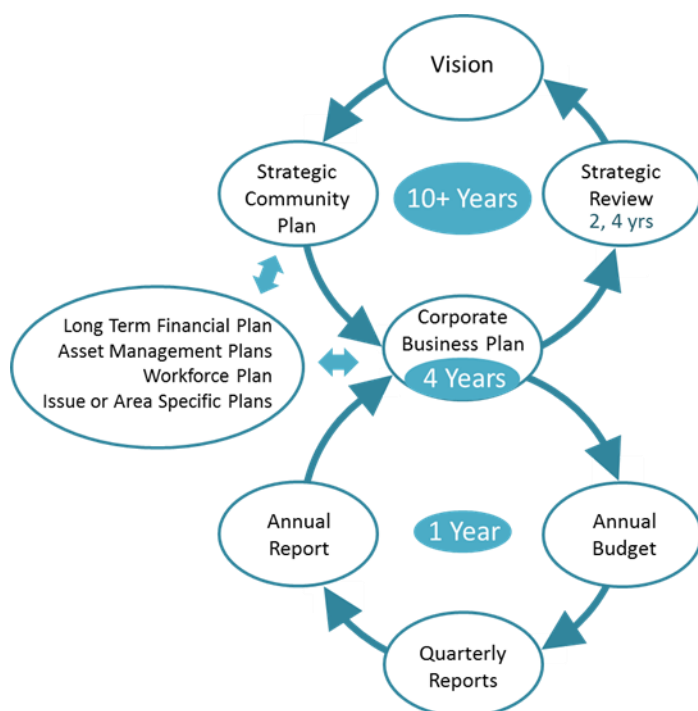
CONTRAS TO BE FIXED

6.3 LONG TERM FINANCIAL PLAN – FINANCIAL STRATEGIES AND ASSUMPTIONS

Date:	8 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Andrea Selvey – Chief Executive Officer
Attachments:	1. Financial Ratios 2. Assumptions

Background

Integrated Planning and Reporting (IPR) regulatory requirements came into effect in July 2013. The IPR is a framework for local governments to plan for the future.



Key elements include:

- A Strategic Community Plan;
- A Corporate Business Plan;
- Long Term Financial Plan (LTFP);
- Asset Management Plans; and
- Workforce Plan.

This item commences the process to develop a Long Term Financial Plan (LTFP) for the Shire of Dowerin. It is proposed to develop this first LTFP as an interim document that will be reviewed and refined as part of the full review of the Strategic Community Plan occurring later this year.

The LTFP is a high-level 10-year rolling plan that informs the Corporate Business Plan in the activation of Strategic Community Plan priorities and includes robust forecast budgets for four years accompanying the Corporate Business Plan. From these planning processes, annual budgets that are aligned with strategic objectives can be developed. The LTFP is often presented in two parts – a narrative section followed by tables of financial projections covering the ten years of the plan. The

projections will be backed up by supporting documentation such as detailed spreadsheets, schedules and working papers. The LTFP should contain enough information to be useful and needs to be sufficiently detailed to enable the calculation of statutory financial ratios (see Attachment One)

The LTFP enables local governments to set priorities, based on their resourcing capabilities, for the delivery of short, medium and long term community priorities. It is also an indicator of a local government's long term financial sustainability and allows early identification of financial issues and their longer term impacts.

Comment

A local government's financial strategy should underpin the LTFP. The following financial strategies are provided to initiate discussion with the Finance Committee. These will be presented for discussion at the Councillor workshop on 26 April. Councillors may consider the following and/or suggest other strategies. This will assist staff in preparing a draft LTFP for further consideration by Council.

- Continuous improvement in the financial position of the local government
- The achievement or maintenance of operating surpluses each year
- The maintenance of a fair and equitable rating structure
- Maintaining or improving service level standards
- Reliance on debt to fund capital works
- Maintenance of cash reserves for future commitments
- Increasing reserves for asset maintenance and renewal
- Achieving a specified proportion of cost recovery for services
- Inter-generational equity

Revenue and expenditure forecasts can be developed based on the chosen strategy.

A suggested starting point for the LTFP will be the Shire's actual operating budget as per the 2016/17 Mid Year Budget review. The first scenario position will be to maintain current range and level of services and build in income and expenditure projections based on a number of assumptions. These assumptions require input from Council as these will form a foundation for the development of the plan. (See attachment Two)

Assumptions try to project any changes in the internal and external environments which may impact on the operations of a local government. A local government may be able to control or influence most of the internal impacts, but has little influence over external factors.

Internal factors have the potential to influence the long term financial situation. These could include community expectations, financial capacity, service delivery areas and levels, infrastructure needs, asset quality, workforce requirements and the local government's capabilities and resources.

External factors can also influence the long term financial situation. These could include changes in population and demographics such as age dispersion, income and unemployment levels, diversity of the local economy, economic growth, legislative requirements and government policy in relation to grant funding, CPI and cost of utilities.

It is usually possible to provide reasonably accurate projections based on assumptions in the first few years but it is recognised that projections become increasingly speculative in the latter years of any LTFP. Therefore it is suggested that it is better for a local government to thoroughly understand the key assumptions used in developing its Long Term Financial Plan and to change these over time, rather than to expend resources and effort analysing a range of variables for which accurate current information may not be available.

Once the base model has been created, further models should explore alternative scenarios (i.e. changes to range and level of service) so that Council can determine how those various community priority scenarios could be resourced.

Statutory Implications

Section 5.56 of the Local Government Act 1995

Policy Implications

The LTFP would become the key financial policy underpinning annual budgets.

Financial Implications

The Shire aims to develop the LTFP using in-house resources as far as possible, with advice and mentoring from Megan Shirt. Aside from staff costs, the additional cost is anticipated approximately \$5,000.

Strategic Implications

Community Strategic Plan

Objective 4.2 Strong Leadership and Governance

Voting Requirements

Will require an Absolute Majority when formally presented to Council.

OFFICER RECOMMEDATION – ITEM 6.3

THAT THE FINANCE COMMITTEE CONSIDERS THE INFORMATION ON DEVELOPING A LONG TERM FINANCIAL PLAN AND ASSISTS IN LEADING THE DISCUSSION AT THE COUNCIL WORKSHOP ON 26 APRIL.

COMMITTEE RECOMMEDATION – ITEM 6.3

Moved: DE Metcalf

Seconded: RI Trepp

Carried: 3/0

THAT THE FINANCE COMMITTEE CONSIDERS THE INFORMATION ON DEVELOPING A LONG TERM FINANCIAL PLAN AND ASSISTS IN LEADING THE DISCUSSION AT THE COUNCIL WORKSHOP ON 26 APRIL.

6.4 MID YEAR BUDGET REVIEW

Date:	12 April 2017
Applicant:	Shire of Dowerin
Location:	Dowerin
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Megan Shirt (Consultant) and Ina Edwardson – Finance and Corporate Services Manager
Senior Officer:	Andrea Selvey – Chief Executive Officer
Attachments:	1. Budget Review Report

Summary

This report presents the recommended budget amendments identified during a Mid-Year review process.

Background

The Local Government (Financial Management) Regulations 1996, regulation 33A as amended, requires that local governments conduct a budget review between 1 January and 31 March in each financial year. A copy of the review and determination is to be provided to the Department of Local Government within 30 days of the adoption of the review.

Officer's Comment

The budget review has been prepared to include information required by the Local Government Act 1995, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards. Council has adopted a 5% and a \$5,000 material variances for management reporting and is used in the statements of financial activity and the annual budget review.

Budget Implications

In reviewing the 2016/17 Budget and incorporating the audited deficit for the 2015/16 financial year of \$16,508 the following items are the major items included in the review.

- Changed opening position: The audited Closing amount as at 30 June 2016, is \$180K less than budgeted. This is mainly due to reserves not being transferred as approved by Council in the 15/16 Mid-Year Budget Review (April 2016).
- Financial Assistance Grants: The Shire has been advised it will receive \$63,000 more than the original amount budgeted
- Pursuit of legal action as per Council resolution on 20 December 2016 - additional expenditure of \$20,000
- Extraordinary Election as per Council resolution at the Special Meeting on 17 January 2017 – additional expenditure of \$10,000
- Bush Fire Shed – Income of \$241,000 (Grant funding) and expenditure of \$266,000 – additional net expenditure of \$25,000

- DAFWA Cactus Eradication Project - \$20,000 income - \$20,000 expenditure – no net change to budget but requires budgets.
- Add a new account \$10,000 expenditure for the Streetscape Committee – Main Street works. This was to be included in the original budget as discussed at the Budget workshops but was overlooked.
- Reserve Transfers – Transfers of \$253,601 from the Leave and Plant reserves were approved by Council in April 2016 (2015/2016) to ensure the closing balance as at 30 June 2016 was not in deficit. This is the main reason the Shire produced a deficit of \$180,766 less than budgeted. In this budget review, the transfers of \$253,601 that should have occurred in 15-16 have been included which positively impacts the shires funding position. With the addition of these funds, further funds have been made available to transfer funds back to reserve, as indicated on Note 5 of the Budget Review report.

A list of all proposed amendments is provided on Note 6 of the attached Budget review Report.

Statutory Implications

Regulation 33A of the Local Government (Financial Management) Regulations 1996 requires:

Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year.

(2A) The review of an annual budget for a financial year must —

(a) consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and

(b) consider the local government's financial position as at the date of the review; and

(c) review the outcomes for the end of that financial year that are forecast in the budget.

(2) Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.

(3) A council is to consider a review submitted to it and is to determine* whether or not to adopt the review, any parts of the review or any recommendations made in the review. *Absolute majority required.

(4) Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

Policy Implications

Nil

Financial Implications

This review proposes an end of year surplus of \$4,500 with transfers of \$529, 469 into reserves.

Strategic Implications

Community Strategic Plan

Objective 4.2 Strong Leadership and Governance

Voting Requirements

Absolute Majority will be required at the Council meeting.

OFFICER RECOMMEDATION – ITEM 6.4

THAT THE COMMITTEE RECOMMENDS TO COUNCIL THAT THE BUDGET REVIEW AS ATTACHED BE APPROVED, AND THAT A COPY OF THE DETERMINATION BE PROVIDED TO THE DEPARTMENT WITHIN 30 DAYS.

COMMITTEE RECOMMEDATION – ITEM 6.4

Moved: DP Hudson

Seconded: RI Trepp

Carried: 3/0

THAT THE COMMITTEE RECOMMENDS TO COUNCIL THAT THE BUDGET REVIEW AS ATTACHED BE APPROVED, AND THAT A COPY OF THE DETERMINATION BE PROVIDED TO THE DEPARTMENT WITHIN 30 DAYS.

6.5 DRAFT POLICIES

Date:	8 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Andrea Selvey – Chief Executive Officer
Attachments:	<ol style="list-style-type: none"> 1. Draft Policy Safety bonus scheme; 2. Draft Policy Employee housing; 3. Draft Policy Road network suppliers from landowners in exchange for work; 4. Draft Policy Use of Council equipment by employees.

Background

Policies are an essential component Council's governance framework and provide:

- Consistency and transparency in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Policies arise generally in response to discretionary legislated powers; and/or non-legislated functions/activities of Council; e.g. provision of community services, and mainly relate powers under the Local Government Act 1995.

Council Policy provides for "the rationale and guiding principles of what can be done". It is important to note that policies are not legislatively binding and when good reasons prevail and are documented, Council can override their own policies. Reports to Council must reference relevant policies as this provides guidance to Councillors in their deliberations on the matter in hand and information for residents.

Comment

The attached policies are presented in draft for Committee consideration and, if satisfactory, recommendation to Council:

1. Safety bonus scheme;
2. Employee housing;
3. Road network suppliers from landowners in exchange for work;
4. Use of Council equipment by employees.

Statutory Implications

The Local Government Act 1995 - Section 2.7 stipulates that the role of Council includes determination of the Local Government's policies.

In addition, each policy has its own statutory or legislative implications and these are articulated in each policy as follows:

Safety bonus scheme policy - Occupational Safety and Health Act 1984

Road network suppliers from landowners in exchange for work - Sections 3.21 and 3.22 of the Local Government Act 1995.

Employee housing policy - Residential Tenancies Act 1987 (WA);

Use of Council equipment by employees – Local Government Act 1995 Code of Conduct

Policy Implications

Should Council adopt these policies, they will be included in the Shire of Dowerin Policy Manual and serve as a guide for future Council decisions and staff actions.

Financial Implications

Nil

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organisation

Voting Requirements

Simple Majority when they are presented to Council.

OFFICER RECOMMEDATION – ITEM 6.5

THAT THE FINANCE COMMITTEE CONSIDERS THE DRAFT POLICIES AND ADVISES OF ANY CONCERNS OR ISSUES THAT MAY IMPACT COUNCIL'S DELIBERATIONS WHEN THEY ARE FORMALLY PRESENTED TO COUNCIL.

COMMITTEE RECOMMEDATION – ITEM 6.5

Moved: RI Trepp

Seconded: DP Hudson

Carried: 3/0

THAT THE FINANCE COMMITTEE CONSIDERS THE DRAFT POLICIES AND ADVISES OF ANY CONCERNS OR ISSUES THAT MAY IMPACT COUNCIL'S DELIBERATIONS WHEN THEY ARE FORMALLY PRESENTED TO COUNCIL.

6.6 FEES AND CHARGES

Date:	8 April 2017
Applicant:	Shire of Dowerin
Location:	N/A
File Ref:	ADM
Disclosure of Interest:	Nil
Author:	Andrea Selvey – Chief Executive Officer
Attachments:	1. 2015/16 Schedule of Fees & Charges 2. 2016/2017 Schedule of Fees & Charges

Summary

As per the 2017/18 Budget schedule discussed at the Councillor workshop on 28 March, it is intended to discuss the draft fees and charges schedule at the Councillor workshop on 26 April. The Finance Committee's input into this discussion would be appropriate and therefore item is listed for the Committee's review prior to the 26 April workshop.

Background

A local government may impose and recover a fee or charge for goods or services it provides. Council has previously aimed at ensuring appropriate levels of income/cost recovery are generated for the Shire. Attached is the Schedule of the Fees and Charges for 2015/16 and 2016/17 for Council's reference when discussing the fees and charges for the 2017/18 financial year.

Comment

Overall, Fees and Charges in most program areas increased by approximately 4% last year with some adjustments made to accommodate inflation, current costs, and/or to ensure consistency across the Shire.

The Shire has received a request for Council to consider a half season passes for the Swimming Pool. This is listed for Councillor discussion. Half season to commence from January 1st.

HACC would also like to introduce a Level 2 Client price list. Currently all clients are charged Level 1 prices. That is, the client pays a small fee of \$8.00 per hour for services with the Shire being able to recoup the balance of the actual cost of the service from the State Government for Level 1 clients. Where a client qualifies for HACC services, but does not qualify for the subsidy (i.e. Level 2 clients) the Shire is unable to recoup the funding gaps between the charge of \$8.00 per hour and the cost of providing the service and is therefore carrying that subsidy. Listed for discussion. How many level 2 clients?

Council will also need to consider the fees for the new STA project. Fees considered by Council when approving the application were as follows:

- \$130 per night for 1 bedroom unit x 3 units
- \$110 per night for studio unit x 4 units
- \$30 per night for a powered site x 11 camp sites

Other charges that will need to be included are miscellaneous charges e.g. laundry and key deposits.

Listed for discussion.

Statutory Implications

LOCAL GOVERNMENT ACT 1995 - SECT 6.17 Setting level of fees and charges

(1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors:

- (a) the cost to the local government of providing the service or goods; and
 - (b) the importance of the service or goods to the community; and
 - (c) the price at which the service or goods could be provided by an alternative provider.
- (2) A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service:
- (a) under section 5.96; or
 - (b) under section 6.16(2)(d); or
 - (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.
- (4) Regulations may:
- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
 - (b) limit the amount of a fee or charge in prescribed circumstances.

Policy Implications

Nil

Financial Implications

Revenue from fees and charges accounted for approximately \$290,000 of the 2016/17 annual revenue.

Strategic Implications

Strategic Community Plan

Objective 4.1 – An efficient and informative organisation

Voting Requirements

Absolute Majority will be required when they are presented to Council

OFFICER RECOMMENDATION – ITEM 6.6

THAT THE FINANCE COMMITTEE CONSIDERS THE MATTER OF FEES AND CHARGES FOR 2017/18 AS PREPARATION FOR THE DISCUSSION AT THE 26 APRIL COUNCILLOR WORKSHOP.

COMMITTEE RECOMMENDATION – ITEM 6.6

Moved: DE Metcalf

Seconded: DP Hudson

Carried: 3/0

THAT THE FINANCE COMMITTEE CONSIDERS THE MATTER OF FEES AND CHARGES FOR 2017/18 AS PREPARATION FOR THE DISCUSSION AT THE 26 APRIL COUNCILLOR WORKSHOP.

7. QUESTIONS FROM MEMBERS

8. URGENT BUSINESS/LATE ITEM

8.1 AUTHORISATION TO WRITE OFF RATES INTEREST DEBTS

Date: 17 April 2017
Applicant: Shire of Dowerin
Location: N/A
File Ref:
Disclosure of Interest: Nil
Author: Andrea Selvey, CEO

Summary

This item seeks Committee recommendation to Council authorise the Chief Executive Officer to write-off certain rates interest debts that are considered uncollectable.

Background

The Shire requires that all Rate Payers must elect their payment terms as follows;

- Pay in Full
- Instalment Plan x four instalments, or
- Payment Plan (complete plan with the Shire)

If none of the above options are acknowledged by the Rate Payer accounts will automatically accrue late interest at the rate of 11.00% per annum and is charged to the individual accounts monthly.

The rates of the Shire that remain outstanding will continue to accrue interest at the rate of 11.00% p.a.

until the Ratepayer has paid the arrears in full.

Comment

In the 2016/17 financial year, administrative errors that have occurred that have resulted in interest being charged incorrectly. The Shire is rectifying these errors and as part of this process is seeking Council approval to write off debts from interest accrued incorrectly, noting that six accounts have been identified which range in value from \$1.69 to \$114.00.

Consultation

The Shire has consulted with ratepayers impacted.

Financial Implications

Making correction to incorrect raising of interest is an administrative correction and does not have a financial impact on the adopted budget as these amounts were not budgeted for.

Risk Implications

Incorrect processing of rates poses a significant reputational and financial risk to Council. Therefore, the Shire has engaged the services of ITVision (our financial management software provider) to carry out a full health check on our rates system to ensure errors of this nature do not occur in future.

Policy Implications

Nil.

Statutory Implications

The Local Government Act 1995 section 6.12 allows a Council to write off any amount of money which is owed to the local government.

Strategic Implications

Nil

Voting Requirements

Absolute Majority

OFFICER RECOMMENDATION – ITEM 8.1

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO SECTION 6.12 OF THE LOCAL GOVERNMENT ACT RESOLVES THAT THE CHIEF EXECUTIVE OFFICER BE AUTHORISED TO WRITE OFF DEBTS RAISED AS A RESULT OF INCORRECT INTEREST ALLOCATIONS IN 2016/17.

COMMITTEE RECOMMENDATION – ITEM 8.1

Moved: DP Hudson

Seconded: RI Trepp

Carried: 3/0

THAT COUNCIL, BY ABSOLUTE MAJORITY, PURSUANT TO SECTION 6.12 OF THE LOCAL GOVERNMENT ACT RESOLVES THAT THE CHIEF EXECUTIVE OFFICER BE AUTHORISED TO WRITE OFF DEBTS RAISED AS A RESULT OF INCORRECT INTEREST ALLOCATIONS IN 2016/17.

9. DATE OF NEXT MEETING

Date: 15th May 2017

Items for next meeting: Solar Energy Proposals.

10. CLOSURE OF MEETING

The presiding member closed the meeting at 5.45pm.