

I hereby certify that the Minutes of the Ordinary Council Meeting held are a true and accurate record of the proceedings contained therein.

Shire President

Date



SHIRE OF WYNDHAM | EAST KIMBERLEY

**MINUTES
ORDINARY COUNCIL
MEETING**

29 July 2014

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**SHIRE OF WYNDHAM EAST KIMBERLEY
MINUTES OF THE ORDINARY COUNCIL MEETING
KUNUNURRA COUNCIL CHAMBERS
HELD ON TUESDAY, 29 JULY 2014 AT 5:00 PM**

1. DECLARATIONS OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 5.00pm

**2. RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE
(PREVIOUSLY APPROVED)**

ATTENDANCE

Cr J Moulden	Shire President
Cr R Dessert	Deputy Shire President
Cr D Learbuch	Councillor
Cr K Wright	Councillor
Cr B Robinson	Councillor
Cr D Spackman	Councillor
Cr S Cooke	Councillor
Cr G Taylor	Councillor
Cr G King	Councillor
G Gaffney	Chief Executive Officer
N Octoman	Director Corporate Services
K Hannagan	Director Infrastructure
L Gee	Director Community Development
M Tonkin	Executive Assistant (Minute Taker)
D McCallum	Governance Officer

GALLERY

Wayne Richards	Manager Community and Youth (SWEK)
Peter Kerp	Manager Engineering Services (SWEK)
Robert Jehu	Coordinator Emergency & Regulatory Services (SWEK)
Peter Gall	SWEK
Simone Rushby	Ord River Contracting
Mark Northover	Martinjinni Pty Ltd
Ingrid Bishop	Alchemy
Jill Williams	Rate Payers Association
Ann Jorritsma	Rate Payers Association
Rhonda Guerinoni	Rate Payers Association
Hayley McKeen	Rate Payers Association
Louise Schubert	Rate Payers Association
Cally Dupe	The Kimberley Echo
Simon Roxburgh	SNR Cabinets
John Roxburgh	SNR Cabinets
Free Mills	Member of the public
Lisa Spackman	Rate Payers Association

APOLOGIES

Nil

LEAVE OF ABSENCE PREVIOUSLY APPROVED

Nil

3. DECLARATION OF INTEREST

- Financial Interest

Cr D Spackman declares a Financial Interest to item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works

Cr B Robinson declares a Financial Interest to item 13.3.5 Cumbungi, Lily Creek Lagoon

- Impartiality Interest

Cr D Learbuch declares an Impartiality Interest to item 13.3.3 Funeral Director's Annual Licence Renewal

- Proximity Interest

Cr G King declares a Proximity Interest to item 13.3.6 Request for Waiver of Waste Charges Kununurra Race Club

Cr G King declares a Proximity Interest to item 13.4.2 Temporary Caravan Park Licence Application – Kununurra Race Club

Cr G Taylor declares a Proximity Interest to item 13.4.1 Annual Community Grants 2014/15

Cr S Cooke declares a Proximity Interest to item 13.4.1 Annual Community Grants 2014/15

Cr S Cooke declares a Proximity Interest to item 13.4.3 Temporary Caravan Park Licence Application – Kununurra Bushmen's Rodeo Association

Cr D Learbuch declares a Proximity Interest to item 13.4.1 Annual Community Grants 2014/15

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

The following question was submitted by Jill Williams on behalf of SWEK Rate Payers Association Inc.:

Question 1 - re 13.5.3 Delegations Register

- a) The assumption is that there are only new delegations, as it doesn't mention alterations to old delegations (2013).
- b) Are the delegations - 8. Legal Advice, 9. Representing Local Government, 10. Authority To Initiate Proceedings, 11 Insurance-Public Liability, to cover CEO delegations that have already been made without authority?
- c) 25. Authorisation Of Expenditure - Read in conjunction with 22. Expenditure Before Adoption of Budget. Is this responsible and appropriate?
- d) 12. Tenders, 22. Contract Variations, and 23 Expenditure Before Adoption Of Budget - presumably current (2013) without alteration. Are these appropriate and responsible or need revisiting?
- e) Due to the financial position of the Shire as at the 30/6/2014 having not been made available and the Budget for the 2014/2015 year not been completed and released the questions are:
 - i. How can the Councillors make an informed decision on expenditure for the 2014/15 year, and delegate the authority for such decisions?
 - ii. Accountably and responsibly vote on authority delegations to cover instructions already given and expenditure spent?
 - iii. Give the CEO the authority to authorise expenditure prior to the budget release, as long as it later appears in the budget as too late then, as its been spent. It would be difficult to not accept a budget item which has already been spent.

Question 2 – Why does granting of a Shire Lease need to be discussed behind closed doors when it will be public information when awarded?

Cr S Cooke provided an answer to Question 1 through the Chair:

The report outlines that 'minor alterations' were made to delegations carried over from 2013/14 and that 19 new delegations were included. The delegations in this agenda will be superseded by a new version if alterations that will be proposed tonight are adopted.

Delegations number 8. Legal Advice, 9. Representing Local Government, 10. Authority To Initiate Proceedings and 11 Insurance-Public Liability are new delegations. They have been included to make the Delegations Register specific. In the past these have been left silent. They have been made specific so that there are boundaries to work within.

A budget review is currently in process, workshops will commence in the 2nd week of August, meanwhile the CEO has the authority to continue business as usual operations.

N Octoman, Director Corporate Services provided an answer to Question 2 through the Chair:

This report includes details of leasing arrangements that have been entered into between other Shires and commercial operations. This information is commercial in confidence and is unable to be released to the public.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. PETITIONS

Nil

8. CONFIRMATION OF MINUTES

8.1 CONFIRMATION OF MINUTES OF ORDINARY COUNCIL MEETING OF 24 JUNE 2014

RECOMMENDATION

That Council confirms the Minutes of the Ordinary Council Meeting held on 24 June 2014

COUNCIL DECISION

Minute No. 10472

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council confirms the Minutes of the Ordinary Council Meeting held on 24 June 2014

Carried Unanimously 9/0

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

10. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

11. DEPUTATIONS / PRESENTATIONS / SUBMISSIONS / NOTICES OF MOTIONS

Nil

12. MINUTES OF COUNCIL COMMITTEE MEETINGS

Nil

13. REPORTS

13.1 MATTERS ARISING FROM COMMITTEES OF COUNCIL

13.2 CORPORATE SERVICES

13.2.1 Interim Monthly Financial Report

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Asanka Jayakody, Accountant
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

For Council to note and accept the Interim Monthly Financial Report for June 2014

BACKGROUND

Council is required to prepare Monthly Financial Reports as required by the Local Government (Financial Management Regulations) 1996.

STATUTORY IMPLICATIONS

Section 6.4 Local Government Act 1995
Regulation 34, Local Government (Financial Management Regulations) 1996.

POLICY IMPLICATIONS

No policy implications apply in the preparation of the report.

FINANCIAL IMPLICATIONS

Monthly financial reporting is a primary financial management and control process, it provides Council with the ability to oversee the Shire's financial performance against budgeted target.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022, objective 1.4, strategies 1.4.1 to 1.4.5

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Comments in relation to budget to actual variances are included as a note in the Financial Report.

ATTACHMENTS

Attachment 1 – Monthly Financial Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Interim Monthly Financial Report for the month of June 2014.

COUNCIL DECISION

Minute No. 10473

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council accepts the Interim Monthly Financial Report for the month of June 2014.

Carried Unanimously 9/0



Shire of Wyndham East Kimberley

Interim Monthly Financial Report 2013/2014

As at 30 June 2014

Contents:

- Statement of Financial Activity
- Note to Statement of Financial Activity (Net Current Asset Position)
- Note to Statement of Financial Activity (Explanation of Material Variances)
- Note to Statement of Financial Activity (Budget Remaining to Collect/Spend)
- Monthly Report on Investment Portfolio (Cash)

Financial Activity Legend:
Above Budget Expectations: ▲
Below Budget Expectations: ▼

Shire of Wyndham East Kimberley

Statement of Financial Activity (Interim Report)

Year to Date Actual v Year to Date Budget
as at 30 June 2014

	YTD Actual 2013/14 \$	YTD Budget 2013/14 \$	YTD Variance 2013/14	
			\$	%
Revenue				
General Purpose Funding	2,256,822	2,284,289	(27,466)	-1% ▼
Governance	130,220	119,966	10,254	9% ▲
Law, Order, Public Safety	50,150	42,697	7,453	17% ▼
Health	81,520	81,357	163	0% ▲
Education and Welfare	159,481	174,377	(14,896)	-9% ▼
Housing	576,202	940,198	(363,996)	-39% ▼
Community Amenities	2,426,143	2,552,334	(126,191)	-5% ▼
Recreation and Culture	636,595	639,490	(2,895)	0% ▼
Transport	4,136,050	4,521,034	(384,984)	-9% ▼
Economic Services	97,384	145,000	(47,616)	-33% ▼
Other Property and Services	339,698	328,371	11,327	3% ▲
	<u>10,890,266</u>	<u>11,829,113</u>	<u>(938,847)</u>	<u>-8% ▼</u>
Expenses				
General Purpose Funding	(872,713)	(844,584)	(28,130)	3% ▲
Governance	(3,308,932)	(3,274,343)	(34,589)	1% ▲
Law, Order, Public Safety	(722,000)	(709,724)	(12,276)	2% ▲
Health	(455,357)	(480,768)	25,411	-5% ▼
Education and Welfare	(491,522)	(493,699)	2,178	0% ▼
Housing	(721,059)	(707,616)	(13,443)	2% ▲
Community Amenities	(4,914,750)	(4,936,178)	21,427	0% ▼
Recreation & Culture	(5,742,921)	(5,497,612)	(245,308)	4% ▲
Transport	(7,532,937)	(7,158,044)	(374,893)	5% ▲
Economic Services	(968,908)	(948,852)	(20,056)	2% ▲
Other Property and Services	(769,842)	(343,239)	(426,603)	124% ▲
	<u>(26,500,942)</u>	<u>(25,394,660)</u>	<u>(1,106,281)</u>	<u>4% ▼</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(388,651)	(778,004)	389,353	0% ▼
Movement in Accruals and Provisions	(9,946)	48,452	(58,398)	-121% ▲
Depreciation on Assets	5,600,530	5,662,315	(61,785)	-1% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	(26,199)	(504,504)	478,305	0% ▼
Purchase Land and Buildings	(1,713,236)	(3,221,628)	1,508,392	-47% ▼
Purchase Infrastructure Assets - Roads	(2,626,264)	(2,214,546)	(411,718)	19% ▲
Purchase Infrastructure Assets - Footpaths	0	(31,000)	31,000	0% ▼
Purchase Infrastructure Assets - Drainage	(496,562)	(595,000)	98,438	-17% ▼
Purchase Infrastructure Assets - Other	(2,174,800)	(4,184,706)	2,009,906	-48% ▼
Purchase Plant and Equipment	(672,980)	(685,863)	12,883	0% ▼
Purchase Furniture and Equipment	(235,608)	(343,985)	108,376	-32% ▼
Grants / Contributions for Development of Assets	2,507,779	5,156,224	(2,648,445)	0% ▼
Proceeds from Disposal of Assets	519,337	940,638	(421,301)	0% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(478,397)	(478,397)	0	0% ▼
Proceeds from New Debentures	2,308,498	2,308,498	0	0% ▼
Transfers to Reserves (Restricted Assets)	(252,320)	(2,315,914)	2,063,594	0% ▼
Transfers from Reserves (Restricted Assets)	614,375	1,611,787	(997,412)	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	5,702,346	5,702,346	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	163,561	31,300	132,261	423% ▲
Amount Required to be Raised from Rates	<u>7,596,334</u>	<u>7,520,134</u>	<u>76,200</u>	<u>0% ▼</u>

Shire of Wyndham East Kimberley
Note to Statement of Financial Activity (Interim Report)
Net Current Assets
as at 30 June 2014

NET CURRENT ASSETS

Composition of Estimated Net Current Asset Position

	YTD Actual 2013/14	Brought Forward 1 July 2013
CURRENT ASSETS		
Cash - Unrestricted	1,985,366	5,262,152
Cash - Restricted	6,926,349	7,288,404
Cash - Restricted Unspent Grants	0	0
Receivables	1,480,077	1,426,471
Inventories	17,037	17,288
	<u>10,408,830</u>	<u>13,994,314</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	(3,318,919)	(1,003,565)
Less: Cash - Restricted	<u>(6,926,349)</u>	<u>(7,288,404)</u>
NET CURRENT ASSET POSITION	<u><u>163,562</u></u>	<u><u>5,702,346</u></u>

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014

Explanation of Material Variances

Variances +/- \$50,000 at Financial Statement Level

Variances +/- \$10,000 and 10% at Account Level

Operating

Recurrent Income - Excluding Rates ▼

General Purpose Funding ▼

Non Payment Penalty Interest - Rates	\$ 15,500	▼ Lower penalty interest due to higher legal procedure and recovery
Interest Income - Municipal Fund	\$ 15,900	▼ Under achieved due to Municipal fund term deposits terminated earlier than expected.

Governance ▲

No material variances to report

Law, Order and Public Safety ▼

No material variances to report

Health ▲

No material variances to report

Education and Welfare ▼

Fees - Wyndham Childcare	\$ 13,500	▼ Lower income due to lower attendance. Invoices to be raised for last week of 2013/14 financial year.
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Housing ▼

Profit on Sale of Assets - Staff Housing	\$ 358,800	▼ No offer received for 23 Boobiulla Street property during financial year.
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Community Amenities ▼

Additional Waste Management Receptacle Charge	\$ 14,300	▼ Lower income due to adjustment/refund of bin charges.
Rubbish Disposal Charges	\$ 126,500	▼ Under achieved annual budget estimate due sales income lower than expected.
Development Application Fees	\$ 22,500	▼ Lower income due to lower development application than expected.
Contribution to Local Planning Strategy MUN	\$ 10,000	▲ Contribution amount is higher than expected.
Kununurra Youth Centre Fees	\$ 15,100	▲ Youth Centre licensing fee income higher than expected.

Recreation and Culture ▼

Foreshore Leases	\$ 49,200	▼ Some invoices to be raised. Actual income lower than the budgeted income.
Recreation Hall Hire - Kununurra Leisure Centre	\$ 10,700	▼ Lower income due to reduction in usage.
Sale of Consumables - Kununurra Leisure Centre	\$ 10,100	▼ Lower income due to competition from new businesses.
Group Fitness - Kununurra Leisure Centre	\$ 11,700	▼ Lower income due to reduction in usage.
Wyndham Community Resource Centre (CRC) - Operating Grant MUN	\$ 63,300	▲ Grant income is higher than expected.

Transport ▼

Aircraft Landing Fees - East Kimberley Regional Airport	\$ 182,100	▼ Income for the June 14 to be recorded.
Passenger Head Tax - East Kimberley Regional Airport	\$ 120,600	▼ Invoices for the June 14 to be raised. Expected actual income lower than the annual budget.
Passenger Screening Fees - East Kimberley Regional Airport	\$ 61,700	▼ Invoices for the June 14 to be raised. Expected actual income lower than the annual budget.

Economic Services ▼

Licences - Building Control	\$ 43,300	▼ Under achieved due to lower number of applications.
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Other Property and Services ▲

Private Works Income	\$ 11,100	▲ Higher income due to new private works offset by higher expenditure in private work.
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Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Recurrent Expenditure		▼	
General Purpose Funding		▲	
Write Offs - Rates	\$ 15,300	▲	Actual write-off is higher than the budget due debt collection free and interest. Write-off as per audit committee recommendation in May 14.
Governance		▲	
Write Offs (as approved by Council) MUN	\$ 119,300	▼	Recommendation to be made to audit committee for write-off.
Legal Fees	\$ 10,400	▼	Savings due to increase in internal debt collection process.
Doubtful Debts	\$ 285,900	▲	Provision for doubtful debtors to be provided.
Integrated Planning Framework (IPF) - Asset Management	\$ 23,300	▼	Timing relates to budget estimates. Budget to be transferred to 2014/15.
Management Training - Governance	\$ 17,800	▼	Timing relates to budget estimates. Budget to be transferred to 2014/15.
Admin Overheads Allocated - Other Governance	\$ 32,800	▼	Overheads to be allocated. (Non cash item)
Law, Order and Public Safety		▲	
Firebreaks	\$ 41,000	▼	Savings.
Ranger Services - Fire Control	\$ 17,000	▼	Savings.
Vehicle Expenses - Other Law, Order and Public Safety	\$ 17,300	▼	Savings.
Ranger Services - Other Law, Order and Public Safety	\$ 13,300	▲	Over expended to annual budget due to higher operations.
Direct Salaries - Ranger Services	\$ 86,700	▲	Higher cost due to higher operations. Some cost set-off against lower cost in direct salaries -other law, order & public safety.
Health		▼	
Mosquito Control	\$ 14,600	▼	Savings.
Education and Welfare		▼	
Direct Salaries - Wyndham Childcare Centre	\$ 15,600	▼	Savings due to vacant positions.
Depreciation - Wyndham Childcare Centre	\$ 26,500	▲	Movement in actual depreciation due to Land & Building re-valuation process. Non cash item.
Housing		▲	
Lease Costs - 1/25 Konkerberry Drive, Kununurra	\$ 15,600	▼	Lease terminated. Savings.
Community Amenities		▼	
Refuse Collection	\$ 14,300	▼	Pending invoices for payments at the time of reporting.
Pre Cyclone Cleanups	\$ 52,100	▲	Over expended against amended budget due to work required for the project higher than predicted.
Weaber Plain Flood Mitigation	\$ 26,900	▼	Project is continuing, will be re-budgeted in 2014/15.
Cumbungi Management - Protection of Environment	\$ 27,400	▲	Over expended against amended budget due to work required for the project higher than predicted.
Waste Management Strategy - Protection of Environment	\$ 59,200	▼	Project is continuing, will be re-budgeted in 2014/15.
Consultants - Local Planning Strategy MUN	\$ 41,000	▼	Project is continuing, will be re-budgeted in 2014/15.
Consultants - Foreshore Planning MUN	\$ 17,400	▼	Savings.
Vehicle Expenses - Town Planning and Regional Development	\$ 20,200	▼	Some savings and positive correction to plant depreciation (Non cash item).
Admin Overheads Allocated - Town Planning & Regional Development	\$ 14,400	▼	Overheads to be allocated. (Non cash item)
Depreciation - Other Community Amenities	\$ 110,900	▲	Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Public Conveniences - Swim Beach	\$ 11,900	▲	Over expended against amended budget due to higher maintenance cost.
Public Conveniences - White Gum Park	\$ 11,300	▼	Savings.

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Recurrent Expenditure (continued)

Recreation and Culture ▲

Youth Buses and Camper Trailer - Operating Expenditure - Youth Services	\$ 29,400	▼ Lower expenses due to depreciation adjustment (Non cash item) for revaluation process.
Direct Salaries - Wyndham Youth Services	\$ 21,600	▼ Savings due to vacant positions.
Vehicle Expenses - East Kimberley Youth Services	\$ 13,300	▼ Some savings and positive correction to plant depreciation (Non cash item).
Depreciation - Public Halls	\$ 111,700	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Direct Salaries - Kununurra Swimming Complex	\$ 22,700	▲ Higher direct salaries due to seasonal impact. Timing. Some cost set off against lower cost in Leisure Centre direct salaries.
Pool Operating - Wyndham Swimming Complex	\$ 12,000	▼ Timing. Some Savings expected.
Foreshores and Boat Ramps - Wyndham	\$ 13,300	▼ Timing. Some Savings expected.
Direct Salaries - Kununurra Leisure Centre	\$ 20,800	▼ Lower cost set-off against higher direct salaries cost in Swimming complex.
Depreciation - Kununurra Leisure Centre	\$ 74,700	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Direct Salaries - Recreation Staff - Wyndham Youth and Recreation Centre	\$ 38,700	▼ Savings due to vacant positions.
Depreciation - Wyndham Youth and Recreation Centre	\$ 46,100	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Oval Lights - Kununurra Grounds	\$ 10,400	▼ Pending electricity bills and insurance claim credit for 2012/13 financial year damage.
Hardcourts Maintenance - Kununurra Grounds	\$ 17,700	▼ Some maintenance carried forward to 2014/15.
Depreciation - Wyndham Grounds	\$ 18,400	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Parks and Gardens Maintenance - Kununurra	\$ 114,700	▲ Over expended against amended budget due to recent flood event damage and vandalism.
Parks and Gardens Maintenance - Wyndham	\$ 83,800	▲ Over expended against amended budget due to recent flood event damage and vandalism.
Direct Salaries - Wyndham Community Resource Centre (CRC)	\$ 33,400	▼ Lower expenses set-off against higher Direct Salaries in Wyndham Administration.

Transport ▲

Rural Road Maintenance	\$ 97,200	▼ Savings.
Urban Road Maintenance - Wyndham	\$ 48,700	▼ Savings.
Urban Road Maintenance - Kununurra	\$ 12,700	▼ Savings.
Street Lighting	\$ 18,700	▼ Savings.
Monsoonal Trough Flood Event, 6-9 Feb 2014	\$ 948,600	▲ Unbudgeted expenses due to major flood event. Majority of the project cost to be claimed from WANDRA funding.
Depreciation - Streets, Roads & Bridges - Maintenance	\$ 49,300	▲ Higher depreciation due to completed project started depreciating. (Non cash item).
Other Expenses - East Kimberley Regional Airport	\$ 15,000	▼ Savings.
Consultancy Fees - East Kimberley Regional Airport	\$ 21,000	▼ Savings.
Airport Terminal Building Maintenance - East Kimberley Regional Airport	\$ 63,700	▼ Under allocated Airport Security and Cleaning staff Direct Salaries. Over expended on terminal building electricity cost.
Passenger Screening Expenses - East Kimberley Regional Airport	\$ 137,600	▼ Under allocated Airport Security and Cleaning staff Direct Salaries. Some savings from material & contracts.
Less Allocated Airport Security and Cleaning - Job Costed Wages Allocated	\$ 122,800	▲ Under allocated Airport Security and Cleaning staff Direct Salaries to terminal building maintenance and passenger screening.
Vehicle Expenses - East Kimberley Regional Airport	\$ 10,400	▼ Some savings and positive correction to plant depreciation (Non cash item).

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Recurrent Expenditure (continued)

Transport (continued)

	▲	
Airport Grounds Maintenance - East Kimberley Regional Airport	\$ 18,400	▼ Savings.
Depreciation - East Kimberley Regional Airport	\$ 248,500	▼ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
Direct Salaries - Wyndham Airport MUN	\$ 32,800	▼ Lower expenses set-off against Direct Salaries - East Kimberley Regional Airport
Depreciation - Wyndham Airport	\$ 50,200	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).

Economic Services

	▲	
Vehicle Expenses - Building Control	\$ 14,600	▼ Some savings and positive correction to plant depreciation (Non cash item).
Direct Salaries - Building Control	\$ 12,000	▲ Higher cost due to temporary relief staff required.
Depreciation - Other Economic Services	\$ 53,500	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).

Other Property and Services

	▲	
Private Works - Expenses	\$ 34,700	▲ Higher cost due to new private works offset by higher income in private work.
Vehicle Expenses - Public Works	\$ 47,400	▼ Plant cost to be allocated.
Direct Salaries - Wyndham Administration	\$ 43,100	▲ Higher expenses set-off against lower Direct Salaries in Wyndham CRC.
Building Maintenance - 20 Coolibah - New Kununurra Administration	\$ 34,300	▲ Over expended due to unbudgeted maintenance and cleaning cost.
Depreciation - Wyndham Administration	\$ 18,700	▲ Movement in actual depreciation due to Land & Building re-valuation process. (Non cash item).
POC Parts and Repairs	\$ 38,100	▲ Parts and repair cost higher than expected.
Depreciation - Plant Operation	\$ 416,200	▼ Lower plant depreciation due to correction adjustment made as a result of plant re-valuation process as at 30 June 13. (Non cash item).
Loss on Sale of Assets - Plant Operation	\$ 19,200	▲ Loss on sale of plant disposal. (Non cash item).
Landcorp /SWEK Deed Agreement - Expenses	\$ 26,900	▼ Un-expended casual engineers time.
Building Maintenance - Kununurra Depot	\$ 22,600	▲ Over expended against the annual amended budget due to higher maintenance. Some cost set-off against new depot caretaker dwelling maintenance cost.
Plant Operating Cost Allocated	\$ 601,300	▼ Lower allocation due to plant depreciation correction adjustment. (Non cash item).

Non Cash Expenditure and Revenue

Adjustments and Accruals

Profit & Loss on Sale of Assets	\$ 19,200	▲ Net increase in profit and loss on assets disposal. (Non cash item).
Movement in Accruals and Provisions	\$ 58,400	▲ Net increase in actual accrual and provision is lower than expected as at date of reporting.
Depreciation	\$ 61,800	▼ Movement in actual depreciation due to Land & Building re-valuation process and correction for Plant depreciation. (Non cash item).

Capital

Purchase Land Held for Resale

	▼	
Land Subdivision Costs SES Shed Land	\$ 478,300	▼ Project to be carried forward to 2014/15.

Purchase Land and Buildings

	▼	
Wyndham Pound	\$ 12,700	▼ Project to be carried forward to 2014/15.
Waterlily Place - Staff Housing Stage One	\$ 1,437,400	▼ Project to be carried forward to 2014/15.

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Capital (continued)

Purchase Land and Buildings (continued)

Wyndham Oval Toilet	\$ 28,000	▼ Project completed. savings.
Kununurra Depot Upgrade	\$ 27,000	▼ Project completed. savings.

Purchase Infrastructure Assets - Roads

	▲	
Kalumburu Road - Re-sheet	\$ 83,000	▼ Project continue in 2014/15. Budget will be carried forward.
Weaber Plain Road - RRG - Reconstruct	\$ 94,200	▼ Project continue in 2014/15. Budget will be carried forward.
Road Upgrade Carlton Hill Road	\$ 429,600	▼ Project in design stage, will be carried forward to 2014/15.
Messmate Way Roundabout - Reconstruct and Seal	\$ 20,700	▼ Project continue in 2014/15. Budget will be carried forward.
Coolibah Drive - Caravan pk & high school MUN	\$ 13,800	▼ Project continue in 2014/15. Budget will be carried forward.
Coolibah - Ironwood Mangaloo MUN	\$ 23,400	▼ Project to be carried forward to 2014/15.
Meatworks Road Wyndham - Reconstruct and Seal	\$ 100,000	▼ Project to be carried forward to 2014/15.
Asphalt resurfacing program (R2R) - Kununurra town site MUN	\$ 482,700	▲ Project as per council decision minute no 10356 on 25 Mar 14. Part of the project will be carried forward to 214/15.
Asphalt resurfacing program (RRG) - Coolibah Drive	\$ 686,700	▲ Project as per council decision minute no 10356 on 25 Mar 14. Part of the project will be carried forward to 214/15.

Purchase Infrastructure Assets - Footpaths

	▼	
Footpath renewal	\$ 31,000	▼ Project to be carried forward to 2014/15.

Purchase Infrastructure Assets - Drainage

River Farm Road - Drainage Upgrades	\$ 18,400	▼ Project completed. Savings.
Drainage Strategy, re-instate drain, 746m to 1149m MUN	\$ 34,000	▼ Project continue in 2014/15. Budget will be carried forward.
Drainage Strategy, Survey, Design section 1, Ironwood MUN	\$ 19,100	▼ Project continue in 2014/15. Budget will be carried forward.
Drainage Strategy, Survey/Design, Area 'V', Little BP MUN	\$ 21,900	▼ Project continue in 2014/15. Budget will be carried forward.

Purchase Infrastructure Assets - Other

	▼	
Kununurra Landfill Site - Liquid Waste Facility	\$ 282,400	▼ Project continue in 2014/15. Budget will be carried forward.
Kununurra Landfill Site - Storm Water & Bores MUN	\$ 59,400	▼ Project continue in 2014/15. Budget will be carried forward.
Wyndham Landfill Site - Bores MUN	\$ 19,800	▼ Project to be carried forward to 2014/15.
Kununurra Landfill Site - Green Waste Hardstand MUN	\$ 18,800	▼ Project to be carried forward to 2014/15.
Kununurra Landfill Site - Capping Existing Site. MUN	\$ 14,700	▲ Over spent to annual budget estimate. Project continue in 2014/15.
Kununurra Landfill Site - Re-hab & De-commission Liquid Waste Lagoon MUN	\$ 543,100	▼ Project to be carried forward to 2014/15.
Kununurra Landfill Site - New Landfill Site Identification MUN	\$ 131,900	▼ Project continue in 2014/15.
Wyndham Boat Ramp Pontoon Jetty	\$ 10,000	▼ Project to be carried forward to 2014/15.
Wyndham - Non Potable Water to Reserves	\$ 43,000	▼ Project to be carried forward to 2014/15.
Wyndham Waste Water Treatment Facility	\$ 41,600	▼ Project to be carried forward to 2014/15.

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Capital (continued)

Purchase Infrastructure Assets - Other (continued)

Erythrina St - Reconstruct, Seal Pavement & Footpath Re-instate MUN	\$ 258,000	▼	Project continue in 2014/15. Budget will be carried forward.
Carpark Upgrade - East Kimberley Regional Airport	\$ 143,000	▼	Project to be carried forward to 2014/15.
Security Fence Upgrade - East Kimberley Regional Airport	\$ 23,200	▼	Project continue in 2014/15. Budget will be carried forward.
Reseal Apron - East Kimberley Regional Airport	\$ 99,600	▼	Project to be carried forward to 2014/15.
Pavement Engineering Consultant MUN	\$ 19,900	▼	Project continue in 2014/15. Budget will be carried forward.
Runway Asphalt Overlay MUN	\$ 30,700	▲	Project to be carried forward to 2014/15.
Welcome to Country Signage - East Kimberley Regional Airport MUN	\$ 35,000	▼	Project continue in 2014/15. Budget will be carried forward.
Upgrade Maintenance Area - East Kimberley Regional Airport MUN	\$ 112,400	▼	Project continue in 2014/15. Budget will be carried forward.
KNX Airport Security Parking Area - Stage 1 MUN	\$ 145,600	▼	Project to be carried forward to 2014/15.
Car Park Repairs - Wyndham Airport	\$ 20,000	▼	Project to be carried forward to 2014/15.
Runway Maintenance - Wyndham Airport	\$ 30,000	▼	Project to be carried forward to 2014/15.

Purchase Plant and Equipment



Airport Plant - Purchase Price	\$ 21,500	▼	Some lower cost set-off against Medium plant purchase price & savings.
Medium Plant - Purchase Price	\$ 12,500	▲	Higher cost set-off against Airport plant purchase price.

Purchase Furniture and Equipment



Wyndham Youth Service - Setup	\$ 26,800	▼	Project continue in 2014/15. Budget will be carried forward.
Furniture and Equipment - East Kimberley Regional Airport	\$ 25,000	▼	Project to be carried forward to 2014/15.
Server and Network Upgrades - Information Technology	\$ 12,900	▲	Project continue in 2014/15. Budget will be carried forward.
Laptop and Desktop Upgrades - Information Technology	\$ 12,900	▼	Project continue in 2014/15. Budget will be carried forward.
Infrastructure Dept. Landfill Software MUN	\$ 12,900	▼	Project continue in 2014/15. Budget will be carried forward.

Grants / Contributions for Development of Assets



Country Local Government Fund - Kimberley Regional Collaborative Group	\$ 1,593,200	▼	Income to be received in 2014/15 with carried forward project.
FESA Capital Grant - SES Shed Relocation	\$ 504,500	▼	Income to be received in 2014/15 with carried forward project.
Aboriginal Roads Funding - Federal Grants	\$ 22,700	▼	Actual Grant less than forecasted.
Aboriginal Roads Funding - State Grants	\$ 52,800	▼	Income based on progress claim for projects.
Regional Road Group Grants	\$ 174,700	▼	Income to be received in 2014/15 with carried forward project.
Road Contributions - Carlton Hill Road	\$ 225,000	▼	Income to be received in 2014/15 with carried forward project.
Road Contributions - Meatworks Road Wyndham	\$ 100,000	▼	Income to be received in 2014/15 with carried forward project.
State Local Road Black Spot - Income MUN	\$ 20,300	▼	Income based on progress claim for projects.
RADS Funding (Regional Airports Development Scheme) MUN	\$ 57,500	▲	50 % contribution to Runway asphalt project consultant expenses.

Shire of Wyndham East Kimberley
Notes to Statement of Financial Activity (Interim Report)
For the Period Ended 30 June 2014
(continued)

Capital (continued)

Proceeds from Disposal of Assets			▼
Sale of Boobialla Housing Kununurra	\$ 413,700		▼ Sale of 23 Boobialla street property not expected in this year.
Debentures			▼
No material variances to report			
Reserves			▼
Waste Management Reserve - Transfer from Reserve	\$ 50,300		▼ Reserve transfers to be reconciled.
Airport General Reserve - Transfer from Reserve	\$ 814,800		▼ Reserve transfers to be reconciled.
Parking Reserve - Transfer from Reserve	\$ 170,000		▼ Reserve transfers to be reconciled.
Non-Potable Water Reserve - Transfer from Reserve	\$ 84,600		▼ Reserve transfers to be reconciled.
Parks Reserve - Transfer from Reserve	\$ 156,600		▲ Reserve transfers to be reconciled.
Footpath - Transfer from Reserve	\$ 25,000		▼ Reserve transfers to be reconciled.

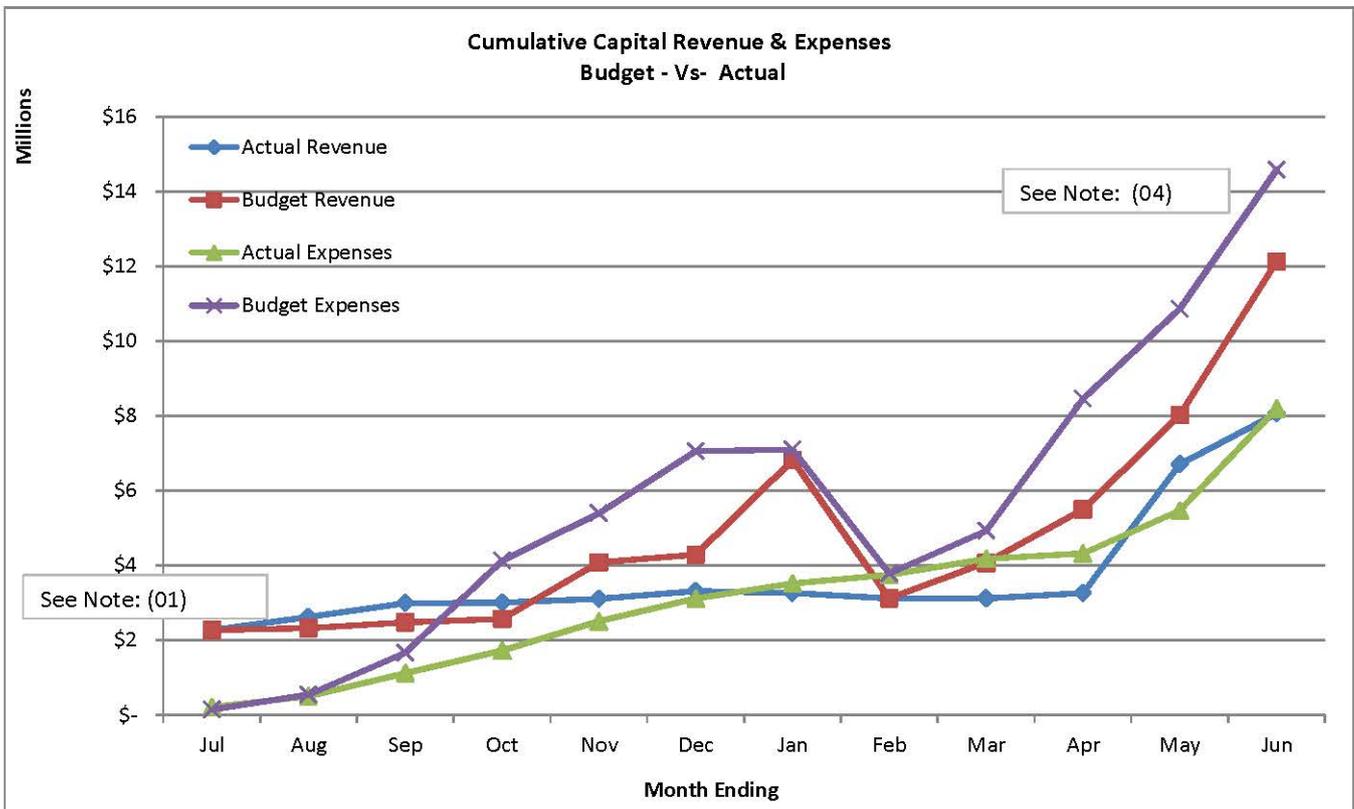
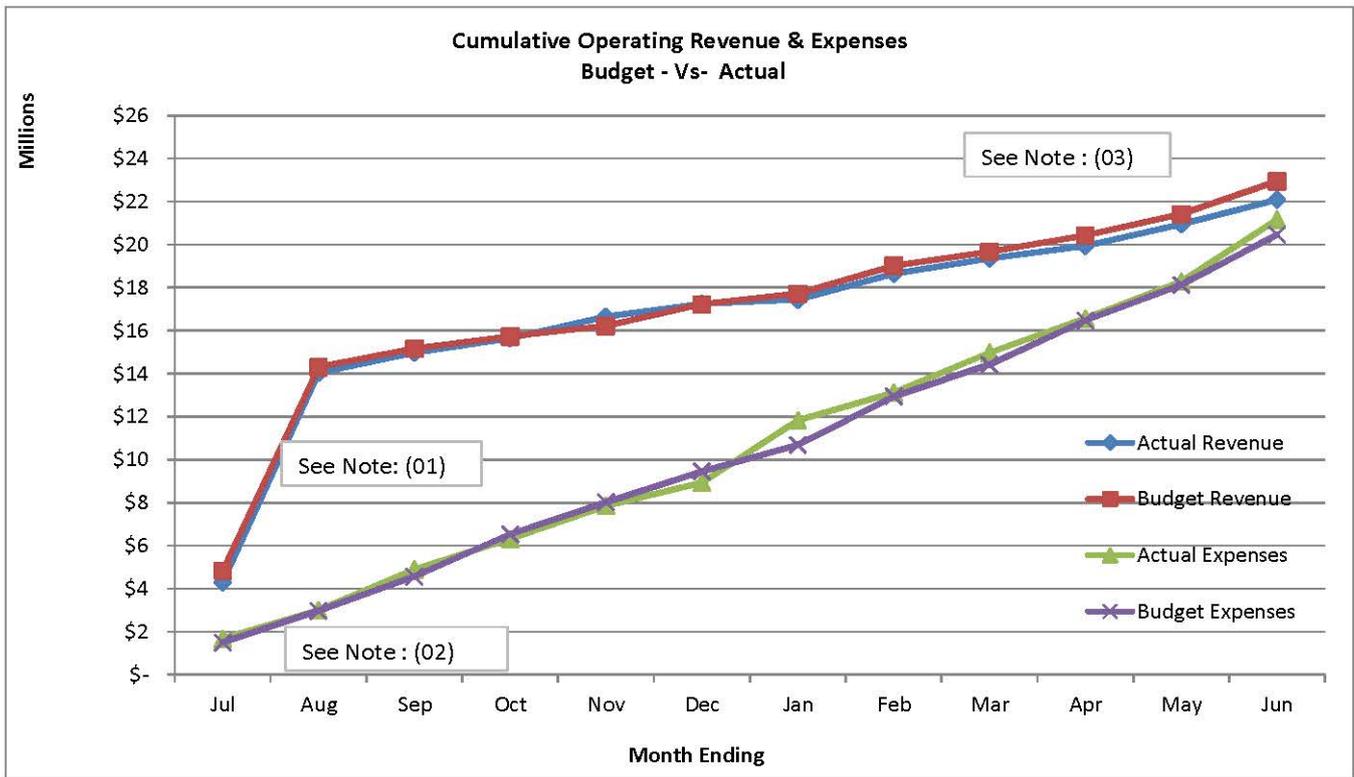
Shire of Wyndham East Kimberley

Statement of Financial Activity (Interim Report)

Budget Remaining to Collect/Spend
as at 30 June 2014

	YTD Actual 2013/14 \$	Annual Budget 2013/14	Budget Remaining 2013/14	
			\$	%
Revenue				
General Purpose Funding	2,256,822	2,284,289	27,466	1% ▼
Governance	130,220	119,966	(10,254)	-9% ▲
Law, Order, Public Safety	50,150	42,697	(7,453)	-17% ▲
Health	81,520	81,357	(163)	0% ▲
Education and Welfare	159,481	174,377	14,896	9% ▼
Housing	576,202	940,198	363,996	39% ▼
Community Amenities	2,426,143	2,552,334	126,191	5% ▼
Recreation and Culture	636,595	639,490	2,895	0% ▼
Transport	4,136,050	4,521,034	384,984	9% ▼
Economic Services	97,384	145,000	47,616	33% ▼
Other Property and Services	339,698	328,371	(11,327)	-3% ▲
	<u>10,890,266</u>	<u>11,829,113</u>	<u>938,847</u>	<u>8% ▼</u>
Expenses				
General Purpose Funding	(872,713)	(844,584)	28,130	-3% ▲
Governance	(3,308,932)	(3,274,343)	34,589	-1% ▲
Law, Order, Public Safety	(722,000)	(709,724)	12,276	-2% ▲
Health	(455,357)	(480,768)	(25,411)	5% ▼
Education and Welfare	(491,522)	(493,699)	(2,178)	0% ▼
Housing	(721,059)	(707,616)	13,443	-2% ▲
Community Amenities	(4,914,750)	(4,936,178)	(21,427)	0% ▼
Recreation & Culture	(5,742,921)	(5,497,612)	245,308	-4% ▲
Transport	(7,532,937)	(7,158,044)	374,893	-5% ▲
Economic Services	(968,908)	(948,852)	20,056	-2% ▲
Other Property and Services	(769,842)	(343,239)	426,603	-124% ▲
	<u>(26,500,942)</u>	<u>(25,394,660)</u>	<u>1,106,281</u>	<u>-4% ▲</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	(388,651)	(778,004)	(389,353)	50% ▼
Movement in Accruals and Provisions	(9,946)	48,452	58,398	121% ▼
Depreciation on Assets	5,600,530	5,662,315	61,785	1% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	(26,199)	(504,504)	(478,305)	95% ▼
Purchase Land and Buildings	(1,713,236)	(3,221,628)	(1,508,392)	47% ▼
Purchase Infrastructure Assets - Roads	(2,626,264)	(2,214,546)	411,718	-19% ▲
Purchase Infrastructure Assets - Footpaths	0	(31,000)	(31,000)	100% ▼
Purchase Infrastructure Assets - Drainage	(496,562)	(595,000)	(98,438)	17% ▼
Purchase Infrastructure Assets - Other	(2,174,800)	(4,184,706)	(2,009,906)	48% ▼
Purchase Plant and Equipment	(672,980)	(685,863)	(12,883)	2% ▼
Purchase Furniture and Equipment	(235,608)	(343,985)	(108,376)	32% ▼
Grants / Contributions for Development of Assets	2,507,779	5,156,224	2,648,445	51% ▼
Proceeds from Disposal of Assets	519,337	940,638	421,301	45% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(478,397)	(478,397)	(0)	0% ▼
Proceeds from New Debentures	2,308,498	2,308,498	0	0% ▼
Transfers to Reserves (Restricted Assets)	(252,320)	(2,315,914)	(2,063,594)	89% ▼
Transfers from Reserves (Restricted Assets)	614,375	1,611,787	997,412	62% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	5,702,346	5,702,346	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	163,561	31,300	(132,261)	-423% ▲
Amount Required to be Raised from Rates	<u>7,596,334</u>	<u>7,520,134</u>	<u>(76,200)</u>	<u>-1% ▲</u>

Shire of Wyndham East Kimberley
Note to Statement of Financial Activity (Interim Report)
as at 30 June 2014



Note:

- (01) Start position includes allowance for brought forward surplus from previous financial year, Operating \$ 3.6M & Capital \$ 2.1M.
- (02) Budget/Actual operating expenditure excludes non financial transactions (Depreciation, Loss/Profit on assets disposals).
- (03) Surplus income to fund Capital Revenue gap.
- (04) Surplus operating income funds capital gap.

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)

INVESTMENT POLICY F17			
RESULTS AS AT 30 June 2014			
Overall Portfolio			
Counterparty Credit			
Term to Maturity			
<p>Note: "S & P" relates to Standard & Poors credit rating agency</p>			
"Overall Portfolio Limits"			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AA/A	A-1+	100%	100%
AA	A-1	100%	100%
A	A-2	60%	80%
"Counterparty Credit Framework"			
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %	Managed Funds Maximum %
AA/A	A-1+	45%	50%
AA	A-1	35%	45%
A	A-2	20%	40%
"Term to Maturity Framework"			
Overall Portfolio Term to Maturity Limits			
Portfolio % < 1 year	100% max	40% min	
Portfolio % > 1 year		60%	
Portfolio % > 3 year		35%	
Portfolio % > 5 year		25%	
Individual Investment Maturity Limits			
ADI		5 years	
Non ADI		3 years	
<p>Note: "ADI" relates to an Authorised Deposit Institution (authorised under the Banking Act 1959)</p>			

13.2.2 List of Accounts Paid from Municipal Fund and Trust Fund

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Felicity Heading, Coordinator Financial Operations
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.09.5

PURPOSE

To present the listing of accounts paid from the Municipal Fund and Trust Fund in accordance with the requirements of the Local Government (Financial Management) Regulations 1996.

BACKGROUND

Council delegated to CEO the exercise of its power under Financial Management Regulation 12 to make payments from Municipal Fund and Trust Fund at the Ordinary Council Meeting of 16th August 2011.

STATUTORY IMPLICATIONS

Local Government Act 1995 – Section 5.42
Local Government (Financial Management) Regulations 1996 – Regulations 12 and 13

POLICY IMPLICATIONS

CD\GOV6113 – Payments from Municipal Fund and Trust Fund.

FINANCIAL IMPLICATIONS

Ongoing management of Council funds by providing Council with sufficient information to monitor and review payments made.

STRATEGIC IMPLICATIONS

Strategic Community Plan – Strategy 1.4.3
Maintain Council's long term financial viability

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

In accordance with statutory requirements, each payment from the Municipal Fund or the Trust Fund is to be noted on a list compiled each month showing: the payee's name, amount of payment, date of payment and sufficient information to identify the transaction. The list is to be presented to Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented.

ATTACHMENTS

Attachment 1 – List of Accounts Paid from Municipal Fund and Trust Fund

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council receives and accepts the listing of accounts paid from the Municipal and Trust fund, being:

Municipal EFT 121100 – 121334 (06 June – 30 June 14)	\$ 1,597,069.51
Municipal cheques 42933 - 43038 (06 June – 30 June 14)	\$ 118,963.20
Trust cheques 664 – 693 (05 June – 30 June 14)	\$ 91,746.73
Trust EFT 500730 – 500746 (03 June – 30 June 14)	\$ 12,155.50
Payroll (03 June – 27 June 14)	\$ 537,882.89
Direct bank debits (02 June – 30 June 14)	\$ 31,927.27
TOTAL	\$ 2,389,745.10

COUNCIL DECISION

Minute No. 10474

**Moved: Cr B Robinson
Seconded: Cr D Learbuch**

That Council receives and accepts the listing of accounts paid from the Municipal and Trust fund, being:

Municipal EFT 121100 – 121334 (06 June – 30 June 14)	\$ 1,597,069.51
Municipal cheques 42933 - 43038 (06 June – 30 June 14)	\$ 118,963.20
Trust cheques 664 – 693 (05 June – 30 June 14)	\$ 91,746.73
Trust EFT 500730 – 500746 (03 June – 30 June 14)	\$ 12,155.50
Payroll (03 June – 27 June 14)	\$ 537,882.89
Direct bank debits (02 June – 30 June 14)	\$ 31,927.27
TOTAL	\$ 2,389,745.10

Carried Unanimously 9/0

Attachment 1 - List of Accounts Paid from Municipal Fund & Trust Fund

LIST OF ACCOUNTS SUBMITTED TO COUNCIL 29 JULY 2014

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT121100	06/06/2014	DEPT OF FIRE & EMERGENCY SERVICES	EMERGENCY SERVICES LEVY - 4TH QUARTER CONTRIBUTION	30,146.04
EFT121101	06/06/2014	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION COMMISSIONS AND COSTS -APR14	398.64
EFT121102	06/06/2014	ASK WASTE MANAGEMENT	STRATEGIC LANDFILL ADVICE - WASTE MANAGEMENT STRATEGY	4,911.50
EFT121103	06/06/2014	AUSRECORD	RECORD FILES	455.40
EFT121104	06/06/2014	ALLGEAR MOTORCYCLES & SMALL ENGINES	PARTS - MOWERS AND WHIPPER SNIPPERS - KUNUNURRA DEPOT	65.90
EFT121105	06/06/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	1,220.00
EFT121106	06/06/2014	BEINGTHERE SOLUTIONS PTY LTD	SUBSCRIPTION - BEINGTHERE VIDEO CONFERENCING - MAY 14	715.00
EFT121107	06/06/2014	BEST KIMBERLEY COMPUTING	PRINTING COSTS - KUNUNURRA AND WYNDHAM ADMINISTRATION	2,917.79
EFT121108	06/06/2014	CDM HYDRAULICS PTY LTD	VARIOUS PLANT SERVICE & REPAIRS - KUNUNURRA AND WYNDHAM	2,812.29
EFT121109	06/06/2014	COCA-COLA AMATIL	CONSUMABLES FOR SALE - KUNUNURRA LEISURE CENTRE	411.87
EFT121110	06/06/2014	CORE BUSINESS AUSTRALIA PTY LTD	WANDRRA PROJECT MANAGEMENT AND SUPERVISION	65,667.79
EFT121111	06/06/2014	CROCODILE SIGNS PTY LTD	SIGNS FOR PUBLIC TOILETS AND DOG CONTROL PARKS AND GARDENS KNX	523.60
EFT121112	06/06/2014	DIPPER ENTERPRISES PTY LTD	PAINTING OF WYNDHAM CHILDCARE CENTRE	15,180.00
EFT121113	06/06/2014	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS KUNUNURRA DEPOT - APRIL 2014	734.80
EFT121114	06/06/2014	ENIGMA BUSINESS PRODUCTS	COMPUTER MONITOR, ULTRASLIM DOCKING STATION - IT SUPPLIES KNX	3,828.00
EFT121115	06/06/2014	EXPRESS VIRTUAL MEETINGS	TELECONFERENCE CHARGES APRIL 2014	90.52
EFT121116	06/06/2014	FIGLEAF POOL PRODUCTS	SUPPLY OF ELECTRONIC SCALE DISPLAY UNIT - KUNUNURRA LEISURE CENTRE	1,798.20
EFT121117	06/06/2014	FRONTIER POST & NEWS	POST BOX RENEWAL - WYNDHAM COMMUNITY RESOURCE CENTRE	25.00
EFT121118	06/06/2014	GHD PTY LTD	REVIEW OF DRAFT LOCAL PLANNING SCHEME - LOCAL PLANNING STRATEGY	2,315.50
EFT121119	06/06/2014	GUERINONI & SONS	CONSTRUCT/HIRE OF EQUIP - GREENWASTE HARD STAND,VAR RD WKS - KNX	50,233.70
EFT121120	06/06/2014	JSW HOLDINGS PTY LTD	SUPPLY AGGREGATE,SAND, CONCRETE - ROAD WKS - VARIOUS LOCS - KNX	8,227.01
EFT121121	06/06/2014	JAB INDUSTRIES	EXCAVATOR HIRE - CAPPING EXISTING SITE - KUNUNURRA LANDFILL	16,087.50
EFT121122	06/06/2014	KIMBERLEY MECH & TILT TRAY SERVICE	P379 - 120,000KM SERVICE, P490 - REPAIRS	750.71
EFT121123	06/06/2014	KUNUNURRA MEDICAL	EMPLOYEE FLU SHOTS 2014	580.80
EFT121124	06/06/2014	KIMBERLEY FIRST NATIONAL REAL ESTATE	WATER USE STAFF HOUSING 14/01-18/03/14	62.15
EFT121125	06/06/2014	KIMBERLEY KOOL REFRIG & AIRCOND	SUPPLY & INSTALL 3X REPLACEMENT AIR CONDITIONERS - WYN CHILD CARE	7,920.00
EFT121126	06/06/2014	KIMBERLEY TRAINING INSTITUTE	STAFF TRAINING - WYNDHAM CHILDCARE	663.25
EFT121127	06/06/2014	KINDY MANAGER PTY LTD	ANNUAL LICENSE FEE - KINDY MANAGER SOFTWARE - WYNDHAM CHILD CARE	550.00
EFT121128	06/06/2014	KUNUNURRA COMMERCIAL LAUNDRY	RETURNED UNIFORM DRYCLEANING	165.42

EFT121129	06/06/2014	KUNUNURRA HOME & GARDEN	PALLET HIRE, SHOVEL - KUNUNURRA DEPOT	77.00
EFT121130	06/06/2014	KUNUNURRA JUNIOR FOOTBALL	KIDSPORT SPONSORSHIP - 28 X MEMBERSHIPS	4,770.00
EFT121131	06/06/2014	KUNUNURRA MAINTENANCE SERVICE	REPLACE WINDOWS - WYNDHAM CHILDCARE CENTRE FOLLOWING BREAK IN	620.00
EFT121132	06/06/2014	KUNUNURRA PANEL BEATING WORKS	P122, P133 - REPAIRS	1,986.44
EFT121133	06/06/2014	KUNUNURRA SOCCER ASSOCIATION INC	KIDSPORT MEMBERSHIPS X 3	210.00
EFT121134	06/06/2014	MODERN TEACHING AIDS	PROGRAM RESOURCES AND TEACHING AIDS - WYNDHAM CHILD CARE	1,690.25
EFT121135	06/06/2014	ORDCO	INTEREST CHARGE	18.32
EFT121136	06/06/2014	ORICA AUSTRALIA PTY LTD	STORAGE AND HANDLING OF CHLORINE GAS CYLINDERS - WYNDHAM POOL	455.07
EFT121137	06/06/2014	OLLIE'S IRRIGATION & PLUMBING SUPPLIES	SPRINKLERS & FITTINGS - RETICULATION MAINTENANCE KUNUNURRA	3,215.78
EFT121138	06/06/2014	ORD IRRIGATION COOPERATIVE LTD	REIMBURSEMENT 50% OF GRADING COST D7 / CARLTON HILL ROAD	2,904.00
EFT121139	06/06/2014	SEARLES HOLDINGS T/A AUTO PRO	ROTATING BEACON, TROLLEY JACK - EAST KIMBERLEY REGIONAL AIRPORT	719.90
EFT121140	06/06/2014	SHELF SUPPLY	WORK SHORTS - OUTDOOR WORKFORCE, DOG FOOD - KUNUNURRA POUND	268.00
EFT121141	06/06/2014	STATE LIBRARY WA	DAMAGED AND LOST ITEMS - KUNUNURRA LIBRARY	619.30
EFT121142	06/06/2014	TOLL EXPRESS	FREIGHT- PARTS KNX, CHLORINE KNX POOL, CLEANING SUPPLIES KNX ADMIN	3,968.63
EFT121143	06/06/2014	THE CRICKET AND FOOTBALL SHOP	BASKETBALLS - WYNDHAM RECREATION CENTRE	159.80
EFT121144	06/06/2014	TOX FREE SOLUTIONS LTD	SKIP BIN EMPTIES - KUNUNURRA LEISURE CENTRE APR 14	366.00
EFT121145	06/06/2014	TRAVELWORLD KUNUNURRA	FLIGHTS - AS PER EMPLOYMENT CONTRACT	495.00
EFT121146	06/06/2014	VANDERFIELD NORTHWEST PTY LTD	P135, P491 - PARTS, P333 REPAIRS	2,286.22
EFT121147	06/06/2014	WA LOCAL GOVT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	594.47
EFT121148	06/06/2014	WA LOCAL GOVT ASSOCIATION	ADVERTISING - TENDER FOR LEASES, PROPERTY FOR SALE - KNX & WYNDHAM	910.34
EFT121149	06/06/2014	WILD MANGO	CATERING FOR WIP MEETING 29 MAY 2014	105.00
EFT121150	13/06/2014	CAMLISMAR INVESTMENTS PTY LTD	DOZER HIRE - CAPPING EXISTING SITE - KUNUNURRA LANDFILL	18,810.00
EFT121151	13/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT121152	13/06/2014	ABCO PRODUCTS	REPLACEMENT PAD FOR ORBITAL CLEANER	34.75
EFT121153	13/06/2014	ALLIED PICKFORDS	RELOC. COSTS AS PER EMPLOYMENT CONTRACT	4,895.00
EFT121154	13/06/2014	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,220.53
EFT121155	13/06/2014	ALLGEAR MOTORCYCLES & SMALL ENGINES	PARTS - PUSH MOWERS, WHIPPER SNIPPERS - KUNUNURRA DEPOT	362.65
EFT121156	13/06/2014	ARGYLE ENGINEERING	P367 REPAIRS	1,501.50
EFT121157	13/06/2014	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	219.96
EFT121158	13/06/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	81,266.00
EFT121159	13/06/2014	BOAB REFRIGERATION AND AIRCON	INVESTIGATE AND REPAIR FAULT - EKRA TERMINAL AIRCONDITIONER	2,596.00

EFT121160	13/06/2014	BADGELINK	NAME BADGES - STAFF - VARIOUS DEPARTMENTS	147.50
EFT121161	13/06/2014	BLACKWOODS ATKINS PTY LTD	P477, P382 GREASE	128.30
EFT121162	13/06/2014	C & M DINGO SERVICES	BOBCAT & TRUCK HIRE - RELAY ROAD BASE MATERIAL - EK REGIONAL AIRPORT	2,260.00
EFT121163	13/06/2014	CENTURION TRANSPORT	FREIGHT - CLEANING PRODUCTS - EAST KIMBERLEY REGIONAL AIRPORT	75.49
EFT121164	13/06/2014	CARPET, VINYL & TILE CENTRE	PAINT SUPPLIES - MAINTENANCE - STAFF HOUSING	120.87
EFT121165	13/06/2014	CIVIC LEGAL	PROFESSIONAL ADVICE - PROPOSED EASEMENTS ORD STAGE 2 MOONAMANG RD	3,475.40
EFT121166	13/06/2014	COMMERCIAL CLEANING & MAINTENANCE	STAFF HOUSING	770.00
EFT121167	13/06/2014	CROCODILE SIGNS PTY LTD	SIGNS - KUNUNURRA LANDFILL	316.25
EFT121168	13/06/2014	EAST KIMBERLEY HARDWARE	SHADECLOTH - NURSERY - KUNUNURRA DEPOT	2,222.15
EFT121169	13/06/2014	EAST KIMBERLEY PLUMBING	SERVICE TOILETS - EAST KIMBERLEY REGIONAL AIRPORT	309.54
EFT121170	13/06/2014	FRESHWATER EAST KIMBERLEY APARTMTS	ACCOMMODATION - MENTOR TRAINING KUNUNURRA OFFICE	896.00
EFT121171	13/06/2014	GELGANYEM LTD	HIRE OF FACILITIES FOR BARRAMUNDI DREAMING WORKSHOPS	412.50
EFT121172	13/06/2014	GUERINONI & SONS	GRADE ROAD - SWIM BEACH TO SKI BEACH KUNUNURRA	726.00
EFT121173	13/06/2014	IBAC PLUMBING PTY LTD	GAS PLUMBING WKS-BASTION BBQS WYN, PLUMBING RPAIRS STAFF HSNG KNX	921.58
EFT121174	13/06/2014	INSYNC SURVEYS	50% FIRST INSTALMENT FOR STAFF OPINION SURVEY 2014	9,900.00
EFT121175	13/06/2014	JAB INDUSTRIES	EXCAVATOR, LOADER HIRE - CAPPING EXISTING SITE - KUNUNURRA LANDFILL	14,077.80
EFT121176	13/06/2014	JORRITSMA H & CO	CAMLOCKS AND HOSES FOR IVANHOE FIRE STATION	204.40
EFT121177	13/06/2014	KIMBERLEY MECH & TILT TRAY SERVICE	P134, P354, P331 - REPAIRS	2,588.93
EFT121178	13/06/2014	KUNUNURRA MEDICAL	HEALTH SCREENING STAFF, EAST KIMBERLEY REGIONAL AIRPORT	77.00
EFT121179	13/06/2014	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	239.50
EFT121180	13/06/2014	KIMBERLEY ASIAN CUISINE	CATERING FOR COUNCIL BRIEFING SESSION MAY 2014	315.00
EFT121181	13/06/2014	KIMBERLEY COMMUNICATIONS	INSTALLATION OF SECURITY SYSTEM AT WYNDHAM CHILD CARE CENTRE	4,163.00
EFT121182	13/06/2014	KIMBERLEY TRAINING INSTITUTE	BUSINESS AFTER HOURS - 11TH APRIL 2014	500.00
EFT121183	13/06/2014	KUNUNURRA BETTA ELECTRICAL & GAS	REPLACEMENT ELECTRICAL APPLIANCE FOR STAFF HOUSING - KUNUNURRA	799.00
EFT121184	13/06/2014	KUNUNURRA NETBALL ASSOCIATION	KIDSPORT SPONSORSHIP JUNIOR NETBALL - MEMBERSHIPS X 47	4,620.00
EFT121185	13/06/2014	KUNUNURRA PANEL BEATING WORKS WA	REMOVE IMPOUNDED VEHICLE AND TRAILER TO KUNUNURRA LANDFILL	110.00
EFT121186	13/06/2014	KUNUNURRA RURAL TRADERS	6 MONTH FIRE SAFETY CHECK - SHIRE BUILDINGS KUNUNURRA & WYNDHAM	632.25
EFT121187	13/06/2014	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	4,805.85
EFT121188	13/06/2014	MAXXIA	PAYROLL DEDUCTIONS	5,767.56
EFT121189	13/06/2014	MUSOMAGIC PTY LTD	NAIDOC WEEK MULTIMEDIA PROGRAM - WYNDHAM YOUTH SERVICES	6,600.00

EFT121190	13/06/2014	ORD RIVER ELECTRICS	ELECTRICAL REPAIRS - EKRA, KUNUNURRA DEPOT	333.40
EFT121191	13/06/2014	ORDCO	PEST CONTROL SUPPLIES	75.81
EFT121192	13/06/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY KUNUNURRA ADMINISTRATION	233.81
EFT121193	13/06/2014	ORD VALLEY FENCING & PRESSURE CLEANG	ERECT SHADE STRUCTURE - NURSERY - KUNUNURRA DEPOT	4,114.66
EFT121194	13/06/2014	OUT OF REACH TREE SERVICES PTY LTD	TREE LOPPING & REMOVAL OF TREES - WYNDHAM POOL	4,620.00
EFT121195	13/06/2014	PERTH PETROLEUM SERVICE	SPILL CREW BUND KIT - KUNUNURRA LANDFILL	4,070.00
EFT121196	13/06/2014	PIVOTEL	SATELITE PHONE COSTS MAY14	100.11
EFT121197	13/06/2014	RYDGES DARWIN AIRPORT RESORT	ACCOMODATION FOR RELOCATION OF STAFF MEMBER	263.00
EFT121198	13/06/2014	SHAWMAC PTY LTD	PREPARATION OF LINE MARKING DRAWINGS FOR MRWA - COOLIBAH DRIVE	616.00
EFT121199	13/06/2014	STAPLES AUSTRALIA PTY LIMITED	PAPER PRODUCT SUPPLIES, PUBLIC TOILETS, SHIRE BUILDINGS, KNX AND WYN	2,312.18
EFT121200	13/06/2014	TST ELECTRICAL	SUPPLY & INSTALL POWER POINT FOR RETIC - KONKERBERRY DVE KNX	315.00
EFT121201	13/06/2014	THINK WATER KUNUNURRA	SPRINKLERS - RETICULATION MAINTENANCE KUNUNURRA	1,518.00
EFT121202	13/06/2014	TOX FREE SOLUTIONS LTD	REFUSE & LITTER COLLECTION, STREET SWEEPING, - KNX & WYN - APRIL 14	70,497.08
EFT121203	13/06/2014	TRAVELWORLD KUNUNURRA	FLIGHTS DCS APPLICANT, ACCOM FOR STAFF MEMBER EK@25 WORKSHOP	2,959.00
EFT121204	13/06/2014	TUCKERBOX / RETRAVISION KUNUNURRA	COUNCILLOR MEETING REFRSHMNTS, NEWSPAPERS, OFFICE SUPPLIES, MAY 14	950.39
EFT121205	13/06/2014	UHY HAINES NORTON (WA) PTY LTD	FINANCIAL REPORTING/BUDGET MANUAL AND USB 2014	990.00
EFT121206	13/06/2014	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	148.50
EFT121207	13/06/2014	WA LOCAL GOVT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	30,092.04
EFT121208	13/06/2014	WARINGARRI ABORIGINAL ARTS	PROVISION OF WELCOME TO COUNTRY ARTWORK AND SIGNAGE - EKRA	49,500.00
EFT121209	13/06/2014	WESTRAC EQUIPMENT PTY LTD	P390 PARTS	106.48
EFT121210	19/06/2014	KUNUNURRA T-WELD	FABRICATE PARK BENCH SEAT - KUNUNURRA MEMORIAL - COOLIBAH DRIVE	143.00
EFT121211	19/06/2014	AUSTRALIAN FUEL DISTRIBUTORS	7,000 LITRES DIESEL X 2 - KUNUNURRA DEPOT, FUEL CARDS MAY 14	23,202.74
EFT121212	19/06/2014	BLACKWOODS ATKINS PTY LTD	RAG FLANNEL - WORKSHOP KUNUNURRA DEPOT	133.16
EFT121213	19/06/2014	C & S JOLLY ELECTRICS PTY LTD	AFTER HOURS CALL OUT CHARGE - ELECTRICAL FAULT - STAFF HOUSING	286.00
EFT121214	19/06/2014	DEMONS FOOTBALL CLUB	KIDSPORT MEMBERSHIP	150.00
EFT121215	19/06/2014	DRYSDALE RIVER STATION	REINSTATE FLOOD DAMAGED SECTIONS, MAINT. GRADE - KALUMBURU RD	31,080.00
EFT121216	19/06/2014	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS KUNUNURRA DEPOT - MAY 2014	1,533.55
EFT121217	19/06/2014	EAST KIMBERLEY REAL ESTATE	WATER CONSUMPTION - 17/03/14 - 13/05/14 - STAFF HOUSING	132.56
EFT121218	19/06/2014	IBAC PLUMBING PTY LTD	PLUMBING WORKS SHIRE ADMINISTRATION BUILDING KUNUNURRA	235.84
EFT121219	19/06/2014	JAB INDUSTRIES	EXCAVATOR,TIPPER HIRE-CUMBUNGI MGMT, CAP EXISTING SITE- KNX LANDFILL	32,784.40
EFT121220	19/06/2014	KIMBERLEY CAFE	CATERING - COUNCIL BRIEFING SESSION 10 JUNE 2014	255.00

EFT121221	19/06/2014	KIMBERLEY EXCAVATIONS PTY LTD	TIPPER HIRE - CAP EXISTING SITE, MAINTENANCE - KUNUNURRA LANDFILL	12,012.00
EFT121222	19/06/2014	KIMBERLEY FIRST NATIONAL REAL ESTATE	WATER USE 18/03/2014-15/05/2014 - STAFF HOUSING	92.53
EFT121223	19/06/2014	KIMBERLEY TRAFFIC MANAGEMENT	TRAFFIC CONTROL - FLOOD RECOVERY WKS - WEABER PLAINS RD	17,224.23
EFT121224	19/06/2014	KUNUNURRA BETTA ELECTRICAL & GAS	FURNITURE - STAFF HOUSING - KUNUNURRA	1,197.00
EFT121225	19/06/2014	KUNUNURRA COURIERS	WATER COOLER BOTTLE EXCHANGES - 1/7/13-30/6/14 - KUNUNURRA LANDFILL	494.00
EFT121226	19/06/2014	KUNUNURRA HOME & GARDEN	GARDENING TOOLS - KUNUNURRA DEPOT	91.75
EFT121227	19/06/2014	KUNUNURRA JUNIOR CRICKET ASSN	KIDSPORT MEMBERSHIP	90.00
EFT121228	19/06/2014	KUNUNURRA SECURITY SERVICE	SECURITY MONITORING & PATROL SHIRE BUILDINGS - KUNUNURRA & WYN	6,756.00
EFT121229	19/06/2014	LAWRENCE & HANSON GROUP	SUPPLY REPLACEMENT DOWN LIGHTS - STAFF HOUSING - KUNUNURRA	2,570.98
EFT121230	19/06/2014	MCLEAN ENTERPRISES PTY LTD	FREIGHT - PARTS - EKRA, KUNUNURRA DEPOT	1,782.00
EFT121231	19/06/2014	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	670.00
EFT121232	19/06/2014	OPTEON (NORTH WEST WA) PTY LTD	VALUATION - LOT 509, COMMERCIAL BOATING FACILITY, KUNUNURRA	1,980.00
EFT121233	19/06/2014	ORD RIVER ELECTRICS	RELOCATION OF SWITCH BOARD - STAFF HOUSING	1,287.12
EFT121234	19/06/2014	ORDCO	PEST CONTROL SUPPLIES - WYNDHAM DEPOT	462.00
EFT121235	19/06/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY - KUNUNURRA ADMINISTRATION OFFICE	285.60
EFT121236	19/06/2014	OLLIE'S IRRIGATION & PLUMBING SUPPLIES	RETICULATION PARTS - RETICULATION MAINTENANCE - KUNUNURRA	840.71
EFT121237	19/06/2014	ON THE SPOT WINDOW TINTING	WINDOW TINTING FOR HEAT REDUCTION - STAFF HOUSING - KUNUNURRA	390.00
EFT121238	19/06/2014	SCRIBE DESIGN GROUP PTY LTD	BATHROOM - STAFF HOUSING - KUNUNURRA	1,155.00
EFT121239	19/06/2014	THINK WATER KUNUNURRA	PARTS - RETICULATION MAINTENANCE - KUNUNURRA	98.17
EFT121240	19/06/2014	VANDERFIELD NORTHWEST PTY LTD	P117 SERVICE	710.18
EFT121241	19/06/2014	VERNON BRABAZON	RENTAL INCREASE ADJUSTMENT - STAFF HOUSING - WYNDHAM	320.00
EFT121242	19/06/2014	WASTE MANAGEMENT ASS. OF AUST.	SHIRE MEMBERSHIP	270.00
EFT121243	19/06/2014	STAFF MEMBER	REFUND FOR SWIMMING LESSONS - X2 CANCELLED -TERM 1/2014	22.25
EFT121244	19/06/2014	WESTERN AUST. TREASURY CORP	PRINCIPAL & INTEREST - ADMIN BUILDING, YOUTH CENTRE - KUNUNURRA	41,949.19
EFT121245	19/06/2014	WYNDHAM SUPERMARKET	FOOD SUPPLIES - CHILDCARE AND YOUTH SERVICES - WYNDHAM	972.05
EFT121246	19/06/2014	STAFF MEMBER	REFUND FOR 2X SWIMMING LESSON CANCELLED-TERM 1-2014	22.25
EFT121247	23/06/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	6,247.00
EFT121248	23/06/2014	BGC ASPHALT	TENDER 13 11/12 SUPPLY AND LAY ASPHALT, MOBILISATION - KUNUNURRA	222,750.00
EFT121249	23/06/2014	CABCHARGE	CAB CHARGES - STAFF TRAVEL & TRAINING - MAY 2014	846.20
EFT121250	23/06/2014	CLEVERPATCH	CRAFT SUPPLIES - KUNUNURRA LIBRARY	750.31
EFT121251	23/06/2014	DRYSDALE RIVER STATION	REMEDIAL WORK, SKIP GRADE - KALUMBURU ROAD	19,005.00

EFT121252	23/06/2014	FRONTIER FENCING	REPAIRS - NURSERY - KUNUNURRA DEPOT	581.90
EFT121253	23/06/2014	KIMBERLEY PUMPING SERVICE	REPAIRS MESSMATE WAY PUMP - RETICULATION KUNUNURRA	363.00
EFT121254	23/06/2014	KNX CHAMBER OF COMMERCE & IND	SPONSORSHIP - NAMING RIGHTS - KIMBERLEY ECONOMIC FORUM 2014	5,500.00
EFT121255	23/06/2014	KUNUNURRA MOBILE WELDING SERVICE	P127 REPAIRS	2,313.30
EFT121256	23/06/2014	MARK PHILLIPS ARCHITECT	CONCEPT DESIGN FOR PROPOSED WAR MEMORIAL - KUNUNURRA	4,631.00
EFT121257	23/06/2014	MARTELL ROAD MAINTENANCE	SUPPLY EMULSION, PATCHING - VARIOUS ROADS - KUNUNURRA & SURROUNDS	11,559.90
EFT121258	23/06/2014	WA LOCAL GOVT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	174.20
EFT121259	23/06/2014	WYNDHAM SUPERMARKET	SUPPLIES - WYNDHAM CHILD CARE, WYNDHAM LANDFILL	933.02
EFT121260	27/06/2014	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION COMMISSIONS AND COSTS - MAY14	2,364.33
EFT121261	27/06/2014	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,591.72
EFT121262	27/06/2014	ALLGEAR MOTORCYCLES & SMALL ENGINES	WORKSHOP SUPPLIES - KUNUNURRA DEPOT	169.05
EFT121263	27/06/2014	AUST LOCAL GOVT JOB DIRECTORY	PLANNING OFFICER JOB ADVERTISEMENT - ISSUE 23	869.00
EFT121264	27/06/2014	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	219.96
EFT121265	27/06/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	84,445.77
EFT121266	27/06/2014	BGC ASPHALT	TENDER T 13 11/13 SUPPLY & LAY ASPHALT-MOB PLANT ACCOM- 26/6-1/7/14	32,175.00
EFT121267	27/06/2014	BOAB REFRIGERATION AND AIRCON	REPAIRS - AIR CONDITIONER - RECEPTION - KUNUNURRA LEISURE CENTRE	352.00
EFT121268	27/06/2014	BEINGTHERE SOLUTIONS PTY LTD	SUBSCRIPTION TO BEINGTHERE VIDEO CONFERENCING - JUNE 14	715.00
EFT121269	27/06/2014	BEST KIMBERLEY COMPUTING	PRINTING COSTS - KUNUNURRA ADMIN OFFICE - MAY 14	2,457.52
EFT121270	27/06/2014	BUSHCAMP SURPLUS STORE	UNIFORMS - OUTDOOR WORKFORCE - KUNUNURRA	635.25
EFT121271	27/06/2014	C & S JOLLY ELECTRICS PTY LTD	REPAIR AUTO DOOR - KNX LEISURE CNTR, REPAIR LIGHTS SKATE PK - KNX.	4,892.42
EFT121272	27/06/2014	CAM MANAGEMENT SOLUTIONS	ANNUAL LICENSE FEE INTERPLAN SOFTWARE - JULY 2014 JUNE 2015	18,110.07
EFT121273	27/06/2014	CHADSON ENGINEERING	POOL TESTING SUPPLIES - ENVIRONMENTAL HEALTH	744.70
EFT121274	27/06/2014	CARPET, VINYL & TILE CENTRE	SUPPLY PAINT - MAINTENANCE - WYNDHAM YOUTH CENTRE	119.70
EFT121275	27/06/2014	COATES HIRE OPERATIONS PTY LTD	CHERRY PICKER HIRE - REMOVAL OF TREES REQUIRED BY HORIZON POWER-KNX	221.98
EFT121276	27/06/2014	COCA-COLA AMATIL	CONSUMABLES FOR SALE - KUNUNURRA LEISURE CENTRE	1,198.44
EFT121277	27/06/2014	CROCODILE SIGNS PTY LTD	SIGNAGE - PUBLIC CONVENIENCES - CELEBRITY TREE PARK - KUNUNURRA	30.80
EFT121278	27/06/2014	D E CARPENTERS PTY LTD	DRAFTING FEES - AGRICULTURAL OVAL ABLUTION AND GROUND SHED	814.00
EFT121279	27/06/2014	DSC CONTRACTING	REPAIRS - SECURITY PHONE LINE - OLD SWEK OFFICES - KUNUNURRA	783.04
EFT121280	27/06/2014	DATA #3 LICENSING SOLUTIONS	MICROSOFT LICENSING & SOFTWARE ASSURANCE - INFORMATION SERVICES	27,612.56
EFT121281	27/06/2014	DAVEY TYRE & BATTERY SERVICE	P113, P130, P331 - TYRES AND BATTERIES	1,194.50
EFT121282	27/06/2014	DRYSDALE RIVER STATION	ACCOMMODATION & MEALS STAFF MEMBER 19TH - 21ST MAY	1,350.00

EFT121283	27/06/2014	EAST KIMBERLEY HARDWARE	RAPID SET CEMENT, FLAGGING TAPE, VARIOUS HWARE ITEMS	822.15
EFT121284	27/06/2014	EXPRESS VIRTUAL MEETINGS	TELECONFERENCE CHARGES - MAY 14	105.57
EFT121285	27/06/2014	FUJI XEROX AUSTRALIA P/L	PRINTING COSTS - WYNDHAM YOUTH SERVICES	179.67
EFT121286	27/06/2014	FIGLEAF POOL PRODUCTS	REPAIRS TO ROTAMETER - WYNDHAM POOL	1,046.40
EFT121287	27/06/2014	FRANMOR CONSTRUCTIONS PTY LTD	REPLACE BROKEN SLIDING GLASS DOOR - PACKSADDLE BUSH FIRE SHED	642.00
EFT121288	27/06/2014	GHD PTY LTD	REVIEW AND MODIFICATION OF DRAFT LOCAL PLANNING SCHEME	1,672.00
EFT121289	27/06/2014	GEMECOM	DESTINY LIBRARY SITE LICENSE & SOFTWARE	5,849.62
EFT121290	27/06/2014	GREENFIELD TECHNICAL SERVICES	ENGINEERING CONSULTANT SERVICES - KUNUNURRA TOWN WATERWAYS	13,518.84
EFT121291	27/06/2014	GUERINONI & SONS	CONST. 2 PASSING LANES COOLIBAH DV KNX, SIGN INSTALL. KALUMBURU RD	128,554.83
EFT121292	27/06/2014	IBAC PLUMBING PTY LTD	PLUMBING WKS VARIOUS LOCS INCL. KNX SWIMMING POOL, PUBLIC TOILETS	9,250.87
EFT121293	27/06/2014	IMAGESOURCE	ENVELOPES - KUNUNURRA ADMINISTRATION OFFICE	1,266.65
EFT121294	27/06/2014	JASON SIGNMAKERS LTD	PLAQUES FOR AUSTRALIA DAY BABY TREE PROGRAM - WYN & KUNUNURRA	673.97
EFT121295	27/06/2014	JAB INDUSTRIES	FLOOD RECOVERY WORKS - WORKS PACKAGE 4	38,441.96
EFT121296	27/06/2014	KUNUNURRA MEDICAL	IMMUNISATIONS - STAFF MEMBERS	352.00
EFT121297	27/06/2014	KIMBERLEY ECHO - ALBANY ADVERTISER	SWEK NEWS MAY 2014, RECRUITMENT ADVERTISING WYNDHAM CHILD CARE	3,423.83
EFT121298	27/06/2014	KIMBERLEY EXCAVATIONS PTY LTD	POTHOLE AND LOCATE SERVICES BANDICOOT DRIVE TO IVANHOE RD	5,280.00
EFT121299	27/06/2014	KIMBERLEY MOTORS	FUEL COSTS WYNDHAM APRIL 2014	4,956.53
EFT121300	27/06/2014	KUNUNURRA BETTA ELECTRICAL & GAS	REPLACE LAMINATOR - KUNUNURRA LEISURE CENTRE	39.95
EFT121301	27/06/2014	KUNUNURRA COMMERCIAL BODY WORKS	P468 REPAIRS	2,284.94
EFT121302	27/06/2014	KUNUNURRA DIESEL SERVICE	P388, P116 SERVICE & REPAIRS	2,697.85
EFT121303	27/06/2014	KUNUNURRA JUNIOR FOOTBALL	KIDSPORT MEMBERSHIP X 13	1,170.00
EFT121304	27/06/2014	KUNUNURRA RURAL TRADERS	TREATMENT FOR SINGAPORE ANTS - STAFF HOUSING KUNUNURRA	550.00
EFT121305	27/06/2014	LANDGATE	GROSS RENTAL VALUES REVALUATION 2013/2014	54,408.00
EFT121306	27/06/2014	MINISTER FOR HEALTH	RATES REFUND ASSESSMENT A7466	1,678.96
EFT121307	27/06/2014	MARTELL ROAD MAINTENANCE	SEALING & POTHOLES - TEMPORARY ERYTHRINA ST KUNUNURRA	3,256.00
EFT121308	27/06/2014	MAXXIA	PAYROLL DEDUCTIONS	5,767.56
EFT121309	27/06/2014	METALAND KUNUNURRA	VARIOUS HARDWARE ITEMS	251.02
EFT121310	27/06/2014	MIRIMA COUNCIL ABORIGINAL CORP	CULTURAL AWARENESS COURSE 23 MAY 2014 - STAFF MEMBERS	374.00
EFT121311	27/06/2014	ORD RIVER ELECTRICS	PRE SALE ELECTRICAL INSPECTION - STAFF HOUSING	126.50
EFT121312	27/06/2014	ORDCO	PEST CONTROL SUPPLIES - MOSQUITO CONTROL - KUNUNURRA & WYNDHAM	1,155.00
EFT121313	27/06/2014	OFFICE NATIONAL KUNUNURRA	STATIONERY	19.50

EFT121314	27/06/2014	OLLIE'S IRRIGATION & PLUMBING SUPPLIES	SPRINKLERS - RETICULATION MAINTENANCE KUNUNURRA	848.87
EFT121315	27/06/2014	OUT OF REACH TREE SERVICES PTY LTD	REMOVE LARGE GUM TREE WYNDHAM POOL	1,430.00
EFT121316	27/06/2014	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	7.19
EFT121317	27/06/2014	SJR CIVIL CONSULTING PTY LTD	ROAD/DRAINAGE DESIGN-CARLTON HILL, BANDICOOT, COOLIBAH, MULLIGANS	11,880.00
EFT121318	27/06/2014	STATE LAW PUBLISHER	2014/15 FIREBREAK ORDER AND BUSHFIRE INFORMATION ADVERTISEMENT	405.92
EFT121319	27/06/2014	SMALL BUSINESS CENTRE EAST KIMBERLEY	SPONSORSHIP -2014 EAST KIMBERLEY SMALL BUSINESS AWARDS	5,500.00
EFT121320	27/06/2014	ST JOHN AMBULANCE	FIRST AID SUPPLIES - KUNUNURRA ADMINISTRATION OFFICE	18.41
EFT121321	27/06/2014	SURVEY NORTH	SURVEY SERVICES VARIOUS LOCS INCL. MESSMATE WY - KUNUNURRA	3,696.00
EFT121322	27/06/2014	TNT AUSTRALIA PTY LIMITED	FREIGHT- ENVIRONMENTAL HEALTH SAMPLES	1,460.67
EFT121323	27/06/2014	TERRITORY TROPHIES PRECISION ENGRAVING	BRASS PLAQUE FOR OFFICIAL OPENING OF SHIRE ADMIN BUILDING - KUNUNURRA	847.00
EFT121324	27/06/2014	TOP END MOTORS	P490 SERVICE	1,522.73
EFT121325	27/06/2014	TRAVELWORLD KUNUNURRA	FLIGHTS STAFF MEMBER TO ATTEND ENVIRONMENTAL HEALTH CONFERENCE PERTH	609.00
EFT121326	27/06/2014	TYREPLUS KUNUNURRA	P123, P131 REPAIR TYRES	100.00
EFT121327	27/06/2014	UHY HAINES NORTON (WA) PTY LTD	FUEL TAX CREDITS WEBINAR 29/5/14	220.00
EFT121328	27/06/2014	VANDERFIELD NORTHWEST PTY LTD	P333 PARTS	634.89
EFT121329	27/06/2014	WA LOCAL GOVT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	31,173.18
EFT121330	27/06/2014	WESTBOOKS	BOOKS FOR CHILDREN'S COUNCIL BOOK AWARDS - KUNUNURRA LIBRARY	414.36
EFT121331	27/06/2014	WARINGARRI MEDIA ABORIGINAL CORP	CHARTER FLIGHT KALUMBURU FOR ROAD SURVEYING – STAFF	150.00
EFT121332	30/06/2014	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	3,562.00
EFT121333	30/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	1,451.86
EFT121334	30/06/2014	WA LOCAL GOVT SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	46.74
TOTAL MUNICIPAL EFT PAYMENTS				1,597,069.51

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
42933	06/06/2014	HORIZON POWER	PETTY CASH REIMBURSEMENT - KUNUNURRA ADMINISTRATION OFFICE	179.15
42934	06/06/2014	HORIZON POWER	ELECT- VARIOUS INCL. KLC, OVALS, YOUTH CENTRE KNX FROM 8/4 TO 15/5/14	33,527.60
42935	06/06/2014	KIMBERLEY 5 RIVER CHARTERS	GARDEN MAINTENANCE - WYNDHAM CHILD CARE CENTRE	880.00
42936	06/06/2014	ST JOHN AMBULANCE ASSOCIATION IN WA	P121 - FIRST AID KIT	65.00
42937	06/06/2014	WATER CORPORATION	WATER USE CHARGES - HISTORICAL SOCIETY, YTH CNTR - KNX-13/03-13/5/14	496.99

42938	-	42959	CANCELLED	CANCELLED	-
42960		12/06/2014	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	626.16
42961		12/06/2014	ANGLICARE	EMPLOYEE ASSISTANCE PROGRAM	429.00
42962		12/06/2014	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	872.12
42963		12/06/2014	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	2,554.86
42964		12/06/2014	CONCEPT ONE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	253.99
42965		12/06/2014	HEALTH INSURANCE FUND OF AUST	PAYROLL DEDUCTIONS	42.75
42966		12/06/2014	HORIZON POWER	ELECT- VARIOUS INCL. EKRA, STAFF HOUSING KNX, 26/2/14 TO 16/5/14	18,692.83
42967		12/06/2014	HOSTPLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	79.81
42968		12/06/2014	INTRUST SUPER	SUPERANNUATION CONTRIBUTIONS	207.12
42969		12/06/2014	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	677.02
42970		12/06/2014	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	1,048.39
42971		12/06/2014	REI SUPER	SUPERANNUATION CONTRIBUTIONS	386.50
42972		12/06/2014	REST SUPER	SUPERANNUATION CONTRIBUTIONS	665.84
42973		12/06/2014	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	1,518.96
42974		12/06/2014	TELSTRA	LANDLINE & MOBILE PHONE COSTS - APRIL 2014	11,522.05
42975		12/06/2014	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	485.32
42976		12/06/2014	UNISUPER	SUPERANNUATION CONTRIBUTIONS	133.87
42977		12/06/2014	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,513.06
42978		12/06/2014	WATTLEUP TRACTORS	MOUNTING RUBBER BRACKET	289.50
42979		12/06/2014	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	771.75
42980		12/06/2014	WATER CORPORATION	WATER USE EAST KIMBERLEY REGIONAL AIRPORT KNX - 15/3/14 TO 12/5/14	1,994.05
42981		12/06/2014	WATER CORPORATION SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	200.47
42982		19/06/2014	ANGLICARE	EMPLOYEE ASSISTANCE PROGRAMME	286.00
42983		19/06/2014	ANNE RICHARDS	REFUND FOR 2X SWIMMING LESSONS CANCELLED	41.00
42984		19/06/2014	CASH - PETTY CASH KNX AIRPORT	PETTY CASH REIMBURSEMENT - EAST KIMBERLEY REGIONAL AIRPORT - KNX	95.56
42985		19/06/2014	HORIZON POWER	ELECTRICITY COSTS - SHIRE OFFICE KUNUNURRA 25/03-19/05/2014,	5,846.98
42986		19/06/2014	JIM & NATALIE WATSON	REFUND FOR 2X SWIMMING LESSONS CANCELLED FOR TWO CHILDREN	41.00
42987		19/06/2014	KELLIE ANN JACKSON	REFUND FOR 2X SWIMMING LESSONS CANCELLED	22.25
42988		19/06/2014	LEE CLUCAS	REFUND FOR 6X SWIMMING LESSONS FOR TWO CHILDREN	123.00
42989		19/06/2014	MITCHELLE CHAFER	REFUND X2 SWIMMING LESSONS CANCELLED	41.00

42990	19/06/2014	REBECCA LOWE	REFUND FOR 2X SWIMMING LESSONS CANCELLED	22.25
42991	19/06/2014	ROBYN DAVIDSON	REFUND X2 SWIMMING LESSONS CANCELLED	22.25
42992	19/06/2014	SANDY GRIFFITHS	REFUND FOR 2X SSWIMMING LESSONS CANCELLED	22.25
42993	19/06/2014	TARA GLASGOW	REFUND FOR 2X SWIMMING LESSONS CANCELLED	22.25
42994	19/06/2014	VANESSA HALL	REFUND FOR 2X SWIMMING LESSONS CANCELLED	59.75
42995	19/06/2014	VICKI SCLATER	REFUND FOR 2X SWIMMING LESSON CANCELLED	22.25
42996	19/06/2014	WATER CORPORATION	WATER USE & SERV. CHARGES SHIRE OFFICE, STAFF HSING KNX 13/03-12/05/14	4,168.86
42997	20/06/2014	ANGLICARE	EMPLOYEE ASSISTANCE PROGRAMME	420.00
42998	20/06/2014	COLONIAL FIRST STATE	SUPERANNUATION CONTRIBUTIONS	76.14
42999	20/06/2014	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	288.82
43000	20/06/2014	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	279.04
43001	20/06/2014	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	88.12
43002	20/06/2014	WATER CORPORATION SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	65.83
43003	27/06/2014	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	706.29
43004	27/06/2014	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1,098.57
43005	27/06/2014	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	2,222.31
43006	27/06/2014	BT FINANCIAL GROUP	SUPERANNUATION CONTRIBUTIONS	42.64
43007	27/06/2014	CBUS	SUPERANNUATION CONTRIBUTIONS	233.82
43008	27/06/2014	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	9.22
43009	27/06/2014	COMMONWEALTH ESSENTIAL SUPER	SUPERANNUATION CONTRIBUTIONS	64.45
43010	27/06/2014	CONCEPT ONE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	310.64
43011	27/06/2014	DEPT OF LOCAL GOVT & COMMUNITIES	ANNUAL SERVICE FEE	192.00
43012	27/06/2014	HEALTH INSURANCE FUND OF AUST	PAYROLL DEDUCTIONS	42.75
43013	27/06/2014	HORIZON POWER	ELECT COSTS STAFF HOUSING 09/04/2014-22/05/2014	663.32
43014	27/06/2014	HOSTPLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	214.60
43015	27/06/2014	INTRUST SUPER	SUPERANNUATION CONTRIBUTIONS	435.20
43016	27/06/2014	LM HILL	SUPPLY AND INSTALL PLAYGYM WYNDHAM CHILD CARE	280.00
43017	27/06/2014	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	1,495.75
43018	27/06/2014	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	1,068.63
43019	27/06/2014	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	276.85
43020	27/06/2014	MTAA SUPER	SUPERANNUATION CONTRIBUTIONS	9.22

43021	27/06/2014	REI SUPER	SUPERANNUATION CONTRIBUTIONS	471.08
43022	27/06/2014	REST SUPER	SUPERANNUATION CONTRIBUTIONS	780.27
43023	27/06/2014	SEAFARERS RETIREMENT FUND	SUPERANNUATION CONTRIBUTIONS	90.14
43024	27/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
43025	27/06/2014	ST JOHN AMBULANCE ASSOCIATION IN WA	FIRST AID TRAINING - STAFF MEMBERS 24 & 25 MAY 2014	597.00
43026	27/06/2014	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	1,411.06
43027	27/06/2014	TASPLAN	SUPERANNUATION CONTRIBUTIONS	39.19
43028	27/06/2014	THE PORTFOLIO SERVICE RETIREMENT FUND	SUPERANNUATION CONTRIBUTIONS	39.31
43029	27/06/2014	THE RUSTY SHED CAFE	CATERING MAY OCM - WYNDHAM	574.20
43030	27/06/2014	THE TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	479.24
43031	27/06/2014	UNISUPER	SUPERANNUATION CONTRIBUTIONS	133.87
43032	27/06/2014	VICSUPER	SUPERANNUATION CONTRIBUTIONS	60.91
43033	27/06/2014	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	3,484.66
43034	27/06/2014	WESTSCHEME	SUPERANNUATION CONTRIBUTIONS	743.33
43035	27/06/2014	WATER CORPORATION SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	196.51
43036	30/06/2014	AUSTRALIAN SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	150.87
43037	30/06/2014	MAGSHOP	SUBSCRIPTION TO MAGSHOP AUST HOME & GARDN, MOTHER & BABY	185.95
43038	30/06/2014	WATER CORPORATION	WATER USE KUNUNURRA LEISURE CENTRE 6/3/14 TO 5/5/14	5,920.59
TOTAL MUNICIPAL CHEQUE PAYMENTS				118,963.20

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
664	05/06/2014	BEN MARR	KERB BOND REFUND BP123/2012	500.00
665	05/06/2014	NORTHERN MINERALS	BOND REFUND PETER REID HALL HIRE 8/5/14	520.00
666	20/06/2014	CHRISTOPHER GARSTONE	BOND REFUND EQUIP HIRE 26/4/13	250.00
667	20/06/2014	GARNDUWA SPORT & RECREATION	REFUND OF BUS HIRE BOND 10/10/12	500.00
668	20/06/2014	GELGANYEM LTD	BOND REFUND BUS HIRE 17/10/13	500.00
669	20/06/2014	HAVLIN'S AMUSEMENTS	BOND REFUND OVAL HIRE 12/5/14	500.00
670	20/06/2014	JANINE FLETCHER	BOND REFUND HALL HIRE 16/5/14	250.00
671	20/06/2014	JEHOVAH'S WITNESSES	BOND REFUND YOUTH HUB 14/4/14	250.00
672	20/06/2014	KIMBERLEY ABORIGINAL MEDICAL SERVICES	BOND REFUND YOUTH CENTRE 11/1/13	500.00
673	20/06/2014	KDHS ON BEHALF OF CLONTARF FDN	BOND REFUND BUS HIRE 16/2/12	500.00

674	20/06/2014	KUNUNURRA DISTRICT HIGH SCHOOL	BOND REFUND BUS HIRE 19/6/12	500.00
675	20/06/2014	KUNUNURRA SOCCER ASSOCIATION INC	BOND REFUND AG OVAL HIRE 2013	150.00
676	20/06/2014	MG CORPORATION	BOND REFUND BUS HIRE 15/11/11	500.00
677	20/06/2014	MABEL HAMILTON	BOND REFUND CHAIR HIRE 12/6/12	100.00
678	20/06/2014	MAIN ROADS WA	BOND REFUND HIRE OF EQUIP 12/7/13	100.00
679	20/06/2014	MICHELLE PUCCI	BOND REFUND PETER REID HALL 14/1/13	250.00
680	20/06/2014	SIMONE LONG	BOND REFUND CELEBRITY TREE PK 10/6/13	250.00
681	20/06/2014	ST JOSEPH'S SCHOOL KNX-P & F COMMITTEE	BOND REFUND HALL HIRE 16/3/14	500.00
682	20/06/2014	TINY TOTS IMAGES	BOND REFUND WYNDHAM YTH CNTR HIRE 1/8/12	250.00
683	27/06/2014	KIMBERLEY RUGBY LEAGUE	BOND REFUND BUS HIRE 15/3/13	500.00
684	27/06/2014	KUNUNURRA DISTRICT HIGH SCHOOL	REFUND KNX BUSHRANGERS BOND 21/2/12	500.00
685	27/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	BOND REFUND KLC 21/1/14 - TRNSFR TO RATES ASSESSMENT A235	100.00
686	27/06/2014	TERRI CONNELL	BOND REFUND WHITEGUM PARK HIRE 7/6/14	500.00
689	30/06/2014	BUILDING AND CONST IND TRAINING FUND	BCITF COLLECTIONS 1/7/13-30/6/14	55,939.91
690	30/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	BUILDING SERVICES LEVY COMMISSIONS 1/7/13-30/6/14	730.00
691	30/06/2014	SHIRE OF WYNDHAM EAST KIMBERLEY	BCITF COMMISSIONS 1/7/13-30/6/14	792.00
693	30/06/2014	WA DEPARTMENT OF COMMERCE	BUILDING SERVICES LEVY COLLECTIONS 1/7/13-30/6/14	25,814.82
TOTAL TRUST CHEQUE PAYMENTS				91,746.73

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
500730	03/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 03/06/14	71.80
500731	04/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 04/06/14	1,145.10
500732	06/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 06/06/14	1,632.55
500733	09/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 09/06/14	909.80
500734	10/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 10/06/14	712.30
500735	11/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 11/06/14	60.60
500736	12/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 12/06/14	51.80
500737	16/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 16/06/14	1,090.70
500738	18/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 18/06/14	415.65
500739	19/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 19/06/14	22.20
500740	20/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 20/06/14	947.90

500741	23/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 23/06/14	181.50
500742	24/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 24/06/14	1,916.80
500743	25/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 25/06/14	778.95
500744	26/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 26/06/14	158.50
500745	27/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 27/06/14	364.15
500746	30/06/2014	TRUST DPI CLEARING	TRANSPORT CLEARING 30/06/14	1,695.20
TOTAL TRANSPORT EFT PAYMENTS				12,155.50

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	3/06/2014	PAYROLL	PAYROLL	1,239.40
	3/06/2014	PAYROLL	PAYROLL	457.38
	6/06/2014	PAYROLL	PAYROLL	71.59
	6/06/2014	PAYROLL	PAYROLL	273.09
	6/06/2014	PAYROLL	PAYROLL	238.96
	6/06/2014	PAYROLL	PAYROLL	86.82
	6/06/2014	PAYROLL	PAYROLL	539.34
	6/06/2014	PAYROLL	PAYROLL	528.02
	6/06/2014	PAYROLL	PAYROLL	691.76
	6/06/2014	PAYROLL	PAYROLL	753.19
	6/06/2014	PAYROLL	PAYROLL	731.45
	6/06/2014	PAYROLL	PAYROLL	1,628.32
	11/06/2014	PAYROLL	PAYROLL	247,172.33
	16/06/2014	PAYROLL	PAYROLL	3,512.14
	16/06/2014	PAYROLL	PAYROLL	247.54
	16/06/2014	PAYROLL	PAYROLL	2,187.25
	16/06/2014	PAYROLL	PAYROLL	44.32
	16/06/2014	PAYROLL	PAYROLL	1,464.58
	16/06/2014	PAYROLL	PAYROLL	2,072.87
	16/06/2014	PAYROLL	PAYROLL	618.78
	16/06/2014	PAYROLL	PAYROLL	1,706.21
	20/06/2014	PAYROLL	PAYROLL	17,950.54

24/06/2014	PAYROLL	PAYROLL	10,059.18
25/06/2014	PAYROLL	PAYROLL	240,227.90
27/06/2014	PAYROLL	PAYROLL	2,928.85
27/06/2014	PAYROLL	PAYROLL	451.08
TOTAL PAYROLL PAYMENTS			537,882.89

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	2/06/2014	DIRECT DEBIT	BPAY FEES	505.51
	2/06/2014	DIRECT DEBIT	BANK FEES	179.30
	2/06/2014	DIRECT DEBIT	LEASE COSTS - 11 KWINANA STREET WYNDHAM	1,441.00
	10/06/2014	DIRECT DEBIT	LEASE COSTS - 5 RATTLEPOD CLOSE KUNUNURRA	2,946.66
	10/06/2014	DIRECT DEBIT	LEASE COSTS - 38 GARDENIA DRIVE KUNUNURRA	3,606.55
	10/06/2014	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
	19/06/2014	DIRECT DEBIT	MASTERCARD PAYMENT (SEE TRANSACTION DETAILS BELOW)*	13,065.23
	24/06/2014	DIRECT DEBIT	LEASE COSTS - 9B PLUM COURT KUNUNURRA	1,380.50
	27/06/2014	DIRECT DEBIT	LEASE COSTS 17/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
	30/06/2014	DIRECT DEBIT	LEASE COSTS - LOT 2433 (REAR) 60 COOLIBAH DRIVE KUNUNURRA	2,383.33
	30/06/2014	DIRECT DEBIT	LEASE COSTS 16/33 KONKERBERRY DRIVE KUNUNURRA	2,253.33
	30/06/2014	DIRECT DEBIT	BANK FEES	33.60
	30/06/2014	DIRECT DEBIT	BPAY FEES	498.43
			TOTAL DIRECT DEBIT PAYMENTS	31,927.27

***DETAILS OF MASTERCARD TRANSACTIONS INCLUDED IN DIRECT DEBIT PAYMENT 19/6/14**

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	29/04/2014	QANTAS AIRWAYS LIMIT	FLIGHT ADL- DWN, RELOCATION OF STAFF MEMBER	416.00
	30/04/2014	COLES KUNUNURRA	IT EQUIPMENT - PARTS BAGS	8.19
	30/04/2014	DRI WWW ELEMENTS5 INFO	SERVER BACKUP SOFTWARE	471.67
	30/04/2014	COLES KUNUNURRA	FLOWERS FOR ANZAC DAY CEREMONY	15.00
	1/05/2014	KUNUNURRA VISITOR	ORD VALLEY EVENTS	222.30
	1/05/2014	COLES KUNUNURRA	STAFF AMENITIES	25.04

2/05/2014	HOLIDAY INN PERTH CITY	ACCOM. STAFF MEMBER - ATTEND INTERVIEWS FOR PLANNING TENDER	311.61
4/05/2014	MERCURE HOTEL PERTH	FINAL PMT ACCOM. CEO & SHIRE PRES. PERTH ENROUTE FROM ZONE MEETING	105.00
6/05/2014	AUST POST	IPAD STYLIS X 2	12.00
6/05/2014	COMSYS NETWORK	IT EQUIPMENT - THIN CLIENT CLOUD PC APPLIANCE	718.22
7/05/2014	BP KUNUNURRA	P468 FUEL	75.59
7/05/2014	COLES KUNUNURRA	STAFF AMENITIES	272.00
7/05/2014	WOTIF COM PTY LTD	ACCOM. STAFF MEMBER - PUBLIC SECTOR MNGMNT TRAINING	1,180.50
7/05/2014	VIRGIN AUSTRALIA	FLIGHTS KNX-PER-KNX STAFF MEMBER-PUBLIC SECTOR MGMT TRNG	795.70
7/05/2014	OFFICE NATIONAL	STATIONERY - EAST KIMBERLEY REGIONAL AIRPORT KUNUNURRA	90.15
7/05/2014	CARPET VINYL AND TILE	LINE MARKING SPRAY FOR MARKING CRACKS FOR PATCHING RUNWAY - EKRA	144.00
8/05/2014	BROADWATER APPARTMENTS	ACCOM. STAFF MEMBER LIFEGUARD TRNG	239.00
8/05/2014	WEBJET	REFUND OVERCHARGE ON BOOKING IPA2 TRAINING ARRANGEMENTS	- 32.90
9/05/2014	CARE FOR KIDS INET	JOB ADVERT FOR WYNDHAM CHILDCARE COORDINATOR	66.00
9/05/2014	BROADWATER APPARTMENTS	ACCOM. STAFF MEMBER LIFEGUARD TRNG	478.00
12/05/2014	AIRNORTH	FLIGHTS KNX-BME-KNX STAFF MEMBERS - ATTEND POOL OPERATORS TRAINING	1,532.80
12/05/2014	AIRNORTH	FLIGHT KNX-DWN, STAFF MEMBER AS PER FIXED TERM CONTRACT	275.68
12/05/2014	BROADWATER APPARTMENTS	MEALS- STAFF MEMBER LIFEGUARD TRNG	103.50
12/05/2014	SEEK	ADVERTISEMENT - ENVIRONMENTAL HEALTH OFFICER	46.20
13/05/2014	COLES KUNUNURRA	CITIZENSHIP CEREMONY - GIFT BAGS	21.95
13/05/2014	OFFICE NATIONAL KUNUNURRA	CITIZENSHIP CEREMONY - CERTIFICATE MATERIALS	70.70
13/05/2014	WALKABOUT SOUVENIRS	CITIZENSHIP CEREMONY - GIFT BOOKS	85.75
13/05/2014	TALBOT WALSH	BALANCE - RENAMING OF WYNDHAM YOUTH AND REC CENTRE - TED BIRCH	469.15
13/05/2014	JETSTAR	FLIGHT DWN-MEL – STAFF MEMBER AS PER FIXED TERM EMPLOY. CONTRACT	237.50
14/05/2014	MESSAGE MEDIA	SMS SERVICE	3.23
14/05/2014	KUNUNURRA HOME AND GARDEN	IT EQUIPMENT - PARTS DRAWER	46.50
14/05/2014	WOTIF COM PTY LTD	ACCOM. STAFF MEMBERS TO ATTEND POOL OPERATORS TRAINING COURSE	2,373.50
14/05/2014	VIRGIN AUSTRALIA	FLIGHT KNX-PER-KNX, STAFF MEMBER - RISK&TRAFFIC MMENT TRAINING	466.70
15/05/2014	ALTRONICS PL	IT EQUIPMENT - COUNCIL CHAMBERS	417.00
15/05/2014	AIRNORTH	FLIGHTS - SHIRE PRESIDENT - NORTHERN DEV. CONF. TOWNSVILLE JUNE 2014	1,074.90
15/05/2014	AIRNORTH	FLIGHTS - DCS & COUNCILLOR - ZONE MEETING BROOME JUNE 2014	1,177.28

15/05/2014	HOTELCLUB PTY LIMITED	ACCOM.- SHIRE PRESIDENT - DARWIN ON WAY TO NORTHERN DEV. CONF.	186.55
15/05/2014	TRAVELODGE MIRAMBEENA	ACCOM.- SHIRE PRESIDENT - DARWIN ON WAY FROM NORTHERN DEV. CONF.	191.83
15/05/2014	NORTHERN DEVELOPMENT	CONFERENCE REGN - SHIRE PRES.- NORTHERN DEV. CONF. TOWNSVILLE JUN 14	1,100.00
16/05/2014	TUCKERBOX STORE	CONSUMABLES - EKRA KUNUNURRA	124.70
19/05/2014	CITY SOFTWARE	IT EQUIPMENT - UPS AND PERIPHERALS	296.00
19/05/2014	OFFICE NATIONAL KUNUNURRA	MEMORY CARD	52.35
21/05/2014	HARRIS TECHNOLOGY	IT EQUIPMENT - ADAPTOR	42.50
22/05/2014	BROOME TIME LODGE	ACCOM. BROOME STAFF MEMBERS - ATTEND POOL OPERATORS TRAINING	394.00
22/05/2014	VIRGIN AUSTRALIA	FLIGHT KNX-PER, STAFF MEMBER. - AS PER EMPLOYMENT CONTRACT	673.40
23/05/2014	CITY SOFTWARE	USB EXTERNAL HDMI ADAPTER	421.26
23/05/2014	HAFTKA DESIGN PTY LTD	WREATH FOR ANZAC DAY CEREMONIES	263.23
23/05/2014	COLES KUNUNURRA	STAFF AMENITIES	6.00
27/05/2014	COLES KUNUNURRA	STAFF AMENITIES	6.00
28/05/2014	MASTERCARD	PAYMENT TO MASTERCARD	- 5,000.00
29/05/2014	DISCOVERY HOLIDAY PARK	ACCOM. STAFF MEMBER - ATTEND RISK & TRAFFIC MMENT TRAINING	1,292.00
30/05/2014	MASTERCARD	PAYMENT TO MASTERCARD	- 1,000.00
		TOTAL CREDIT CARD TRANSACTIONS	<u>13,065.23</u>

13.2.3 Consideration of Rates Concessions and Exemptions for the 2014/15 and 2015/16 Annual Budget

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Veronica Gulland, Finance Officer – Rates and Property
REPORTING OFFICER:	Natalie Octoman, Director of Corporate Services
FILE NO:	FM.11.60

PURPOSE

For the Council to consider possible rates concessions for inclusion in the 2014/15 and 2015/16 Annual Budget.

BACKGROUND

Each year, as part of the Annual Budget, the Council provides rates concessions and exemptions to a number of community, recreation and welfare organisations.

In March 2014, the Council adopted a Rates Concession Policy (Rateable Land) and a Rates Exemptions for Charitable Organisations Policy (Non-Rateable Land) to assist the Council in determining community rate concessions and to identify applicable exemptions.

As per these policies, community groups are required to reapply for rates concessions or exemption every two years. The policies and associated applications forms were sent out to community, recreation and welfare organisations.

From 3 December 2012, charities must be registered with the Australian Charities and Not-for-profits Commission (ACNC) as a charity before they can be endorsed by the Australian Taxation Office (ATO). This has made the assessment of exemptions for charitable organisations easier than previously where this did not exist and it was predominantly based on the opinion of officers. The listing is now available on the website, which improves the consistency of its application for rating purposes.

The rates exemption / concessions that the Council are requested to consider would be applied for the 2014/15 and 2015/16 financial years allowed within the policies.

STATUTORY IMPLICATIONS

Local Government Act 1995

6.47. Concessions

Subject to the Rates and Charges (Rebates and Deferrals) Act 1992, a local government may at the time of imposing a rate or service charge or at a later date resolve to waive a rate or service charge or resolve to grant other concessions in relation to a rate or service charge.*

** Absolute majority required.*

6.26. Rateable land

(1) Except as provided in this section all land within a district is rateable land.

(2) *The following land is not rateable land —*

(a) *land which is the property of the Crown and —*

(i) is being used or held for a public purpose; or

(ii) is unoccupied, except —

*(I) where any person is, under paragraph (e) of the definition of **owner** in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the Mining Act 1978 in respect of land the area of which does not exceed 10 hectares or a miscellaneous licence held under that Act; or*

*(II) where and to the extent and manner in which a person mentioned in paragraph (f) of the definition of **owner** in section 1.4 occupies or makes use of the land;*

(b) land in the district of a local government while it is owned by the local government and is used for the purposes of that local government other than for purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the local government;

(c) land in a district while it is owned by a regional local government and is used for the purposes of that regional local government other than for the purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the regional local government;

(d) land used or held exclusively by a religious body as a place of public worship or in relation to that worship, a place of residence of a minister of religion, a convent, nunnery or monastery, or occupied exclusively by a religious brotherhood or sisterhood;

(e) land used exclusively by a religious body as a school for the religious instruction of children;

(f) land used exclusively as a non-government school within the meaning of the School Education Act 1999;

(g) land used exclusively for charitable purposes;

(h) land vested in trustees for agricultural or horticultural show purposes;

(i) land owned by Co-operative Bulk Handling Limited or leased from the Crown or a statutory authority (within the meaning of that term in the Financial Management Act 2006) by that company and used solely for the storage of grain where that company has agreed in writing to make a contribution to the local government;

(j) land which is exempt from rates under any other written law; and

(k) land which is declared by the Minister to be exempt from rates.

(3) If Co-operative Bulk Handling Limited and the relevant local government cannot reach an agreement under subsection (2)(i) either that company or the local government may refer the matter to the Minister for determination of the terms of the agreement and the decision of the Minister is final.

(4) The Minister may from time to time, under subsection (2)(k), declare that any land or part of any land is exempt from rates and by subsequent declaration cancel or vary the declaration.

(5) Notice of any declaration made under subsection (4) is to be published in the Gazette.

(6) Land does not cease to be used exclusively for a purpose mentioned in subsection (2) merely because it is used occasionally for another purpose which is of a charitable, benevolent, religious or public nature.

[Section 6.26 amended by No. 36 of 1999 s. 247; No. 77 of 2006 Sch. 1 cl. 102.]

POLICY IMPLICATIONS

1. Rates Concession Policy (Rateable Land)
2. Rates Exemptions for Charitable Organisations Policy (Non-Rateable Land)

FINANCIAL IMPLICATIONS

In order to accurately calculate the proposed rates needed to be raised for the 2014/15 Annual Budget, the Council is requested to provide direction as to which properties may be provided a concession.

Rates are the Shire's primary means of raising income to cover operational costs and approving these concessions will directly impact Council's budget and reduce the funds available for other programs and projects.

If all recommendations are approved, Council will provide concessions to the value of approximately \$7,256.30. This amount is an estimate and is based on the existing 2014/15 rate in the dollar, including waste management charges.

Updated values have been sourced and the Council has already endorsed rates and waste management charge concessions of \$35,664.61. The additional rates concessions and waste management charge waivers for 2014/15 being \$7,256.30 respectively would increase this amount to \$42,920.91.

The Council should note that there have been changes in the Valuations with current Landgate Schedules for 2014/15 Year which subsequently has affected the gross rental value and unimproved value therefore has recalculated the financial implications and estimated concessions.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 1: Strong leadership and governance that underpins a more strategic approach to community engagement, regional development and organisational sustainability.

Objective 1.4: Business innovation, efficiency and improved service.

Strategy 1.4.1: Ensure legislative compliance and follow best practice principles in planning and service delivery.

Strategy 1.4.3: Maintain Council's long term financial viability.

COMMUNITY CONSULTATION

As per the Council's Rates Concession Policy (Rateable Land) and Rates Exemptions for Charitable Organisations Policy (Non-Rateable Land) applications for Rates Concessions or Exemptions must be made prior to the rating year that precedes the financial year to which the application relates.

The due date for the applications was 9 April. This was advertised to the community through local newspaper, on the Facebook page and applications were either posted or emailed to community, recreation and welfare organisations. A follow up phone call was also made and the due date for the applications was extended to the 15 April based on the delays in some organisations receiving the information.

Follow up phone calls and emails were made to the community, recreation and welfare organisations that had not submitted applications or contacted the Shire.

These applications have since been received after the secondary closing date, but will be considered in light of the Council resolution in May.

COMMENT

The Council offering concessions to rates payable by community, recreation and welfare organisations demonstrates its support and assistance to the community. The Council cannot have input into the rating exemptions given the legislation that surrounds them, although organisations need to clearly demonstrate that they are exempt in accordance with section 6.26 of the *Local Government Act 1995*.

As per Council's Rates Concession Policy (Rateable Land) and Rates Exemptions for Charitable Organisations Policy (Non Rateable Land) recently adopted, all applicants (with a couple of exceptions) have submitted a copy of their constitution, copies of their audited financial statements and written statements outlining the purpose of the property their concession or exemption application is relating to.

Officers have reviewed all information supplied with the applications and have made recommendations for the Council to consider either providing a 100%, 50% or a nil concession to each property.

The community, recreation and welfare organisations that have requested a rates exemption /concession and granted rates concession at the May 2014 Special Council Meeting include the following:

Assessment Number	Name
A5262	The Returned & Services League of Australia WA Branch Inc.
A1814 & A1649	Wyndham Historical Society Inc.
A2151	Kununurra Historical Society Inc.
A4993	Lake Kununurra Golf Club Inc.
A502	Wyndham Gardens Inc.
A7561	Ord River Sailing Club Inc.
A2859	Kununurra Race Club Inc.
A5616	Kununurra Motorcross Club Inc.

A2529	Ewin Early Learning Centre Inc.
A2866	Ord Pistol Club Inc.
A1072	Kununurra Progress Association Inc.

The additional organisations that have requested a rates concession/exemption include the following:

Assessment Number	Name
A5621	Kununurra Speedway Inc.
A7620	Kununurra Agricultural Society
A7152	Wunan Foundation Inc
A7566	Kununurra Ski Club

Due to the extent of information received in the applications, it is impractical to provide a complete copy to each Councillor as part of this report. The information is however available for Councillor's to review if required.

It should be noted that the Wyndham Turf Club, Wyndham CWA, Ord River Sports Club, Magpie's Football Club and the Wyndham Community Club have not submitted applications for the 2014/15 financial year. Officers have made contact with these organisations on several occasions and to date have not yet received applications.

The Kununurra Baptist Church have also been contacted and applications have been sent to them as it has come to Officers attention that properties are being used for purposes that are not considered "charitable" on a "more than occasional" basis and therefore the exclusivity of the land use may be in question, and therefore the land may be rateable.

If further applications are received between now and 30 June 2015, given it is a new process for the community, these applications would be presented to the Council for consideration.

It should be noted that if applications are not received prior to 30 June 2014, usually rates would be charged, and in accordance with the Policy, concessions would not be considered for the 2014/15 financial year.

As this is a new process, it is expected that upon receipt of a Rates Notice, the organisation may question why they are now being charged rates, even though there is a clear process that has been outlined. As per the discussion at the Budget Briefing, the officer has recommended to consider all applications received between now and the 30 June 2015 for a possible concession to commence in 2014/15.

SUMMARY OF APPLICATIONS

1. A5621 – Kununurra Speedway Inc.

Benefit to the Community

The Kununurra Speedway Inc. provides a race track that suits a range of certified racing cars for local and interstate speedway members to race in a safe environment. It also holds between 7 – 10 meets from April to November each year for spectators.

Financial Information

The organisation receives funding from membership fees, gate entry fees, sponsorships, raffles and grant funding. Financial information has been supplied and shows that the Speedway has made a profit of \$14,785.23 as at the 8 April 2014

Rates (2013/14)

\$0.00

Application Type

A 100% rates concession has been requested by applicant.

Officer's Recommendation – 100% Concession

It is therefore recommended that a 100% concession be granted.

Based on a UV of \$328,000 the rates concession estimated based on the 2014/15 rate in the dollar for UV Other is \$2,059.18 plus the \$200 waste management charge, therefore totalling \$2,259.18.

2. A7620 – Kununurra Agricultural Society

Benefit to the Community

The Kununurra Agricultural Society organises and operates the annual Kununurra Agricultural Show that is held in July. The show supplies a safe environment for local and interstate competitors to participate in show events.

Financial Information

The Kununurra Agricultural Society receives funding from membership fees, sponsorship, grant funding and entrance fees for show actives. The financial have been supplied and show as at the 9 May 2014 a profit of \$80,125.76.

Rates (2013/14)

\$0.00

Application Type

A 100% rates concession has been requested by applicant.

Officer's Recommendation – 100% Concession

The Kununurra Agricultural Society organises and runs the annual Kununurra Agricultural Show that is a benefit to the whole community and utilises its profits to promote sustainable development and practices with in the agricultural, horticultural and pastoral industries. It is therefore recommended that a 100% concession be granted.

Based on a GRV of \$28,850 the rates concession estimated based on the 2014/15 rate in the dollar for GRV Townsite is \$2,556.77 plus the \$200 waste management charge, therefore totalling \$2,756.77.

3. A7152 – Wunan Foundation Inc.

Benefit to the Community

To improve the lives of Aboriginal people in the East Kimberley by driving sustainable change for the future

Financial Information

The Wunan Foundation Inc receives funding through grants, donations, membership and fundraising. Net profit for the Wunan Foundation Inc for the financial year ending 2013 was \$418,838.00

The Australian Taxation Office has issued a notice of endorsement for charity tax concessions to the Wunan Foundation Inc based on it being a charitable institution.

Rates (2013/14)

\$0.00

Application Type

A rates exemption has been requested by applicant.

Officer's Recommendation

In accordance with section 6.26(g), the Wunan Foundation Inc is utilising the land exclusively for charitable purposes, therefore the land is not rateable and the Council has no discretion in this matter

Based on a GRV of \$142,480 the rates concession estimated based on the 2014/15 rate in the dollar for GRV Townsite is \$12,627.01 plus the \$200 waste management charge, therefore totalling \$12,827.01.

4. A7566 – Kununurra Ski Club

Benefit to the Community

The objectives of the Kununurra Ski Club are to supply a safe environment for the local community to participate in water skiing activities. The club holds open days, competitions and hosts coaching clinics to improve the skill level of its members.

Financial Information

The organisation receives funding through membership fees, donations, raffles and activity entrance fees. Financials for the 12/13 year have been supplied and shows a profit of \$16,873.46

Rates (2013/14)

\$0.00

Application Type

A 100% rates concession has been requested by applicant.

Officer's Recommendation – 100% Concession

It is therefore recommended that a 100% concession be granted.

Based on a UV of \$325,000 the rates concession estimated based on the 2014/15 rate in the dollar for UV Other is \$2,040.35 plus the \$200 waste management charge, therefore totalling \$2,240.35

ATTACHMENTS

Nil

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Approves the following rates concessions and the waiving of waste management charges for the 2014/15 and 2015/16 financial years, of approximately \$7,256.30 for the 2014/15 financial year in accordance with the following table:-

Assessment Number	Name	Officers Recommendation	Estimated Rates and WMC by Organisation Based on 2013/14
A5621	Kununurra Speedway Inc.	100% Concession	\$2,259.18
A7620	Kununurra Agricultural Society	100% Concession	\$2,756.77
A7566	Kununurra Ski Club	100% Concession	\$2,240.35
TOTAL			\$7,256.30

- 2) Notes that Wunan Foundation Inc is registered as a charitable organisation with the Australian Government and is exempt under section 6.26(2)(g) of the *Local Government Act 1995*.
- 3) Notes that rates concessions and the waiving of waste management charges for 2014/15 now total \$40,920.91.

COUNCIL DECISION

Minute No. 10475

Moved: Cr S Cooke

Seconded: Cr B Robinson

That Council:

1. Approves the following rates concessions and the waivering of waste management charges for the 2014/15 and 2015/16 financial years, of approximately \$7,256.30 for the 2014/15 financial year in accordance with the following table:

Assessment Number	Name	Officers Recommendation	Estimated Rates and WMC by Organisation Based on 2013/14
A5621	Kununurra Speedway Inc.	100% Concession	\$2,259.18
A7620	Kununurra Agricultural Society	100% Concession	\$2,756.77
A7566	Kununurra Ski Club	100% Concession	\$2,240.35
TOTAL			\$7,256.30

2. Notes that Wunan Foundation Inc is registered as a charitable organisation with the Australian Government and is exempt under section 6.26(2)(g) of the *Local Government Act 1995*.
3. Notes that rates concessions and the waivering of waste management charges for 2014/15 now total \$40,920.91.

Carried Unanimously 9/0

13.3 INFRASTRUCTURE

13.3.1 Adoption of 2014 / 2015 Boarding Kennel Registration and Renewal Additional Fees and Charges

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Robert Jehu, Emergency & Regulatory Services Coordinator.
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	LE.10.3

PURPOSE

For the Council to consider the adoption of an additional 2014 / 2015 boarding kennel registration and renewal fee, effective 1 August 2014.

BACKGROUND

Each year Officers review the fees and charges imposed by the Council to ensure that the Shire is obtaining adequate recovery for any goods or services that it provides or proposes to provide.

On 28 of January 2014 the Pricing Principles and Pricing Basis Policy for Fees and Charges was adopted by Council, which was used as an informing document to assist with the review by Officers.

In March 2014 the Fees and Charges for the 2014 / 2015 financial year were adopted by Council. Omitted from this was the registration fee applicable for the registration of a boarding kennel and the yearly renewal fee.

STATUTORY IMPLICATIONS

Local Government Act 1995, Part 6, Division 5 – Financing local government activities

POLICY IMPLICATIONS

Pricing Principles and Pricing Basis Policy for Fees and Charges.

FINANCIAL IMPLICATIONS

There is only one known boarding kennel that is currently operating within the Shire of Wyndham East Kimberley. Although there are the potential for more in the future. A proposed fee of \$200 per year would be applicable.

STRATEGIC IMPLICATIONS

Goal 1: Strong leadership and governance that underpins a more strategic approach to community engagement, regional development and organisational sustainability.

Objective 1.4: Business innovation, efficiency and improved service

Strategy 1.4.1: Ensure legislative compliance and follow best practice principles in planning and service delivery.

Strategy 1.4.2: Improve the efficiency and productivity of Shire services.

Strategy 1.4.3: Maintain Council's long term financial viability.

COMMUNITY CONSULTATION

Community Consultation from Section 6.19 of the *Local Government Act 1995* requires the Shire to give local public notice of the intention to impose fees and charges and the date from which the fees or charges will be imposed. This will be advertised after adoption by Council.

COMMENT

At the Ordinary Council Meeting on 28 January 2013, a Pricing Principles and Pricing Basis Policy for Fees and Charges was adopted. The intent of that Policy:

“acknowledges that there are competing priorities of community service obligations, maintaining infrastructure and ensuring that ratepayers are not unduly burdened. However, financial resources, largely comprised of rate revenue, are limited. Therefore, the Pricing Principles and Pricing Basis Policy for Fees and Charges seeks to ensure that the Shire's fees and charges are determined utilising key principles that ensure fair and reasonable charging to the community for the goods and services that the Shire provides, therefore seeking the appropriate balance between these priorities.”

Officers have undertaken extensive work around the fees and charges to ensure the maximum cost recovery to the Shire, and utilising, where possible the overarching principles and basis as outlined below:

Benefits	Pricing Basis
1. Public Benefit – service provides a broad community benefit and therefore full cost recovery should not apply. Partial cost recovery could apply in some circumstances.	Zero To Partial Cost Recovery
2. Private Benefit – service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.*	Full Cost Recovery
3. Shared Benefit – service provides both community benefits and a private benefit.	Partial Cost Recovery
4. Regulatory – fee or charge fixed by legislation	100% of Regulatory Fee or Charge

* Note: For the Private Benefit Category, three (3) additional Pricing Basis classifications may be considered by Council being:

1. Full Cost Recovery + Possible Mark Up
2. Full Cost Recovery + Possible Future Consideration
3. Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration

Council should note that as per the Local Government regulations, the fees and charges will be presented to Council within the Annual Budget.

The Fee for registration as a Boarding Kennel has not before been included as part of the Shire fees and charges.

ATTACHMENTS

No attachments are included with this report.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council adopts an additional annual fee and charge for 2014 / 2015 - Boarding Kennel Registration and Renewal Fee, \$200 to be effective from 1 August 2014.

MOTION

Cr K Wright moves that Council adopts an additional annual fee and charge for 2014/2015 – Boarding Kennel Registration and Renewal Fee, \$200 to be effective from 1 August 2014. And, an annual inspection is to be carried out prior to the renewal of the licence.

COUNCIL DECISION

Minute No. 10476

**Moved: Cr K Wright
Seconded: Cr G King**

That Council:

- 1) adopts an additional annual fee and charge for 2014/2015 – Boarding Kennel Registration and Renewal Fee, \$200 to be effective from 1 August 2014.**
- 2) An annual inspection is to be carried out prior to the renewal of the licence.**

Carried Unanimously 9/0

13.3.2 Dogs in Public Places

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Robert Jehu, Emergency / Regulatory Services Coordinator
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	LE.10.3

PURPOSE

For Council to revise and declare new locations for Dogs in Public Places and prohibited areas within the Shire of Wyndham East Kimberley.

BACKGROUND

Council has declared areas as Dog Prohibited and Dog Exercise under the *Dog Local Laws 2003, Part 5* (copy Att. 4).

From 1 November 2013 the *Dog Amendment Act* removed a local government's ability to make local laws in respect of dog exercise areas. In order to relieve local governments from having to remove these provisions from their local law making process set out in section 3.12 of the *Local Government Act 1995*, the Dog Regulations provide a sunset date (31 July 2014) for the operating of these clauses.

A review of the existing dog exercise areas has been conducted by Shire Officers and has been presented to Councillors at the May 2014 Briefing Session. In this review it was identified that some of the existing areas are no longer appropriate and new areas are proposed.

STATUTORY IMPLICATIONS

The Shire's declared areas as Dog Prohibited and Dog Exercise areas under *Dog Local Laws 2003* will become inoperable from 1 August 2014.

For the Shire to establish exercise areas or specific places where dogs are prohibited then it must be by Council Resolution (by absolute majority) in accordance with amended section 32 of the *Dog Act 1976* rather than through the local law.

POLICY IMPLICATIONS

The Domestic Animal Management Plan supports the proposed Dog Exercise Areas.

FINANCIAL IMPLICATIONS

There is the potential financial implication to the Shire with the removal of vegetation from the river bank for the proposed Dog Exercise Area at Swim Beach.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022:

Goal 1: Strong leadership and governance that underpins a more strategic approach to community engagement, regional development and organisational sustainability.

Objective 1.4: Business innovation, efficiency and improved service

Strategy 1.4.1: Ensure legislative compliance and follow best practice principles in planning and service delivery

Strategy 1.4.2: Improve the efficiency and productivity of Shire services.

Strategy 1.4.3: Maintain Council's long term financial viability.

Goal 2: Protection and Enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 3.3: Towns are safe and inviting for locals and tourist

Strategy 3.3.9: Provide animal control in accordance with legislative requirements

Objective 3.4: Protection and enhancement of community facilities

Strategy 3.4.3: Ensure Shire facilities are planned and managed to meet community needs

COMMUNITY CONSULTATION

It is recommended to undertake community awareness of the Dog Exercise Areas;

- Issuing of media releases;
- Radio Interviews;
- SWEK News; and
- Shire Facebook Page.

COMMENT

For the establishment of the proposed dog exercise areas or prohibit dogs absolutely from locations, a Council Resolution must be passed. The dog exercise areas as they currently are in the local laws are not appropriate.

The Shire currently receives a large amount of dog attack reports that have been associated with the Swim Beach area. Currently the whole of Swim Beach is a dog on leash only site. It is proposed that the area as defined in the attachment situated at the southern end of Swim Beach be included in Council's Dog Exercise Area.

This will allow for the responsible dog owners an opportunity to be able to legally swim and exercise in an area that will not intrude on other members of the public.

Currently Lot 2370 Celebrity Tree Park is a Dog Exercise Area but because of the children's playground situated in the park this is deemed to be inappropriate.

The area at the pump station at the junction of Messmate Way and the Northern Highway extending south easterly to the Lily Creek Lagoon and westerly for 100 metres along the Northern Highway is a more appropriate location.

The area currently declared a Dog Exercise area at Lot 2420 Lakeside of Casuarina Way East of Lakeside Resort has now been developed. The area surrounding this region being

Lot 381 to be declared a Dog Exercise area to allow for the dog owners in the Lakeside area to use.

Lots 1321 and 1296 Vacant Blocks adjacent to the Kununurra Cemetery on the corner of Barringtonia Street and Hidden Valley Way are currently Dog exercise areas.

It is proposed to add a portion of the unused Cemetery Land being Lot 241 extending from the western boundary for 150 metres.

Dog exercise areas will be appropriately signed.

ATTACHMENTS

- Attachment 1 – Dog Exercise Areas
- Attachment 2 – Dog Exercise Areas Swim Beach
- Attachment 3 – Dog Exercise Areas Wyndham
- Attachment 4 – Excerpt Dog Local Law, Part 5

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Approves the following locations as prohibited areas as Dogs in Public Places:
 - a. Dogs are prohibited absolutely from entering or being in any of the following places:
 - i. Where so indicated by a sign, a public building;
 - ii. All premises or vehicles classified as food premises or food vehicles under the *Health (Food Hygiene) Regulations 1993*;
 - iii. A public swimming pool.

If a dog enters or is in a place specified in subclause (1), every person liable for the control of the dog at that time commits an offence.

Penalty: Where the dog is a dangerous dog, \$2,000; otherwise \$1,000.

- 2) Agrees to the following Places which are Dog Exercise Areas:
 - b. The following are dog exercise areas:
 - i. Lot 381 Lakeside, Casuarina Way, East of Lakeside Resort;
 - ii. Lots 1321 and 1296 Vacant Blocks adjacent to the Kununurra Cemetery on the corner of Barringtonia Street and Hidden Valley Way; and Lot 241 extending 150 metres from the southern boundary;
 - iii. Lots 500 and 501 at Swim Beach extending from the West boundary of the Sailing Club for 150 metres west bounded by Millington Road on the Northern side and Lake Kununurra on the Southern side;
 - iv. The area from the junction of Messmate Way and the Northern Highway extending south-easterly to the Lilly Lagoon and westerly for 100 metres along the Northern Highway;
 - v. Within the town site of Wyndham the area known as Lot 1236, Wyndham Oval.

COUNCIL DECISION

Minute No. 10477

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council:

- 1) Approves the following locations as prohibited areas as Dogs in Public Places:
 - a. Dogs are prohibited absolutely from entering or being in any of the following places:
 - i. Where so indicated by a sign, a public building;
 - ii. All premises or vehicles classified as food premises or food vehicles under the *Health (Food Hygiene) Regulations 1993*;
 - iii. A public swimming pool.

If a dog enters or is in a place specified in subclause (1), every person liable for the control of the dog at that time commits an offence.

Penalty: Where the dog is a dangerous dog, \$2,000; otherwise \$1,000.

- 2) Agrees to the following Places which are Dog Exercise Areas:
 - b. The following are dog exercise areas:
 - i. Lot 381 Lakeside, Casuarina Way, East of Lakeside Resort;
 - ii. Lots 1321 and 1296 Vacant Blocks adjacent to the Kununurra Cemetery on the corner of Barringtonia Street and Hidden Valley Way; and Lot 241 extending 150 metres from the southern boundary;
 - iii. Lots 500 and 501 at Swim Beach extending from the West boundary of the Sailing Club for 150 metres west bounded by Millington Road on the Northern side and Lake Kununurra on the Southern side;
 - iv. The area from the junction of Messmate Way and the Northern Highway extending south-easterly to the Lilly Lagoon and westerly for 100 metres along the Northern Highway;
 - v. Within the town site of Wyndham the area known as Lot 1236, Wyndham Oval.

Carried 7/2

**For: Cr J Moulden, Cr D Learbuch, Cr K Wright, Cr B Robinson, Cr D Spackman,
Cr S Cooke, Cr G King**

Against: Cr G Taylor, Cr R Dessert

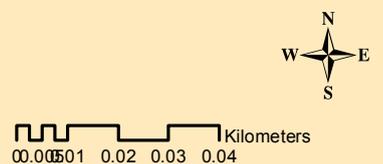
Kununurra Dog Exercise Areas



Kununurra Dog Exercise Areas Swim Beach



Area Name	Leash Required	Area m2	Lot Number
Lakeside Bus	No	92268	381
Cemetery Are	No	29374	1321
Pump Shed	No	22705	502
Sailing Club	No	4564	500
Wydham Tow	No	1236	1236



Wyndham Dog Exercise Areas Town Oval



Wyndham
Town Oval

Area Name	Leash Required	Area m2	Lot Number
Lakeside Bus	No	92268	381
Cemetery Are	No	29374	1321
Pump Shed	No	22705	502
Sailing Club	No	4564	500
Wyndham Town	No	10348	1236

29 July 2014

Attachment 4 - Excerpt Dog Local Law, Part 5

5. *PART 5 – DOGS IN PUBLIC PLACES*
- 5.1 *Places where dogs are prohibited absolutely*
- (1) *Dogs are prohibited absolutely from entering or being in any of the following places:*
- (a) *where so indicated by a sign, a public building;*
 - (b) *all premises or vehicles classified as food premises or food vehicles under the Health (Food Hygiene) Regulations 1993;*
 - (c) *a public swimming pool.*
- (2) *If a dog enters or is in a place specified in subclause (1), every person liable for the control of the dog at that time commits an offence.*
Penalty: Where the dog is a dangerous dog, \$2,000; otherwise \$1,000.
- 5.2 *Places which are dog exercise areas*
- (1) *Subject to clause 5.1 and subclause (2) of this clause, for the purposes of sections 31 and 32 of the Act, the following are dog exercise areas:-*
- (a) *Within the town site of Kununurra the areas known as Lot 2370 Celebrity Tree Park;*
 - (b) *Lot 2420 Lakeside of Casuarina Way – East of Lakeside Resort;*
 - (c) *Lots 1321 and 1296 Vacant Blocks adjacent to the Kununurra Cemetery on the corner of Barringtonia Street and Hidden Valley Way; and*
 - (d) *Lot 972, on the corner of Ivanhoe Road and Coolibah Drive up to the Agricultural Society Stables;*
 - (e) *Within the town site of Wyndham the area known as Lot 1236, Wyndham Oval.*
- (2) *Subclause (1) does not apply to:*
- (a) *land which has been set apart as a children’s playground;*
 - (b) *an area being used for sporting or other activities, as permitted by the local government, during the times of such use; or*
 - (c) *a car park.*

13.3.3 Funeral Director's Annual Licence Renewal

DATE:	29 July 2014
PROPONENT:	Derby Funeral Services
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Beck Foulkes-Taylor, Infrastructure Support Officer
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	LE.10.3

PURPOSE

In accordance with the *Cemeteries Act 1986* for Council (as Board) to approve a Funeral Directors licence for a period of one year for Derby Funeral Services.

BACKGROUND

Each year the Funeral Director of Derby Funeral Services applies for the annual renewal of his Funeral Director licence to conduct funerals in the Shire of Wyndham East Kimberley.

STATUTORY IMPLICATIONS

Cemeteries Act 1986.

Division 3 - Licensing of funeral directors.

16. *Licences*
A funeral director's licence:
 - (a) *is valid for the conduct of funerals at the cemetery or cemeteries specified in the licence;*
 - (b) *is valid for such period not exceeding one year from the day on which the licence is issued as the Board determines, unless the licence is sooner suspended or cancelled; and*
 - (c) *is not transferable.*

17. *Applications for licences*
 - (1) *An application for a funeral director's licence in respect of a cemetery shall be made to the Board responsible for the care, control and management of the cemetery in the manner required by the Board and shall be lodged with the Board together with the appropriate fee.*
 - (2) *An applicant who satisfies the Board that the applicant:*
 - (a) *is of good repute and is fit to hold a funeral director's licence; and*
 - (b) *has suitable facilities and equipment for handling and storing dead bodies and conducting funerals, shall be entitled to be issued with a funeral director's licence.*

POLICY IMPLICATIONS

Not applicable.

FINANCIAL IMPLICATIONS

The Undertakers (Funeral Directors) Annual Licence Fee is \$318.00 from 1 July 2014.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022:

Goal 3: Protection and Enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities.

Objective 3.4: Protection and enhancement of community facilities.

Strategy 3.4.3: Ensure Shire facilities are planned and managed to meet community needs.

COMMUNITY CONSULTATION

There is no community consultation required for this report.

COMMENT

There are two listed Funeral Directors operating within the Kimberley Region, the applicant and another company who only services Broome and surrounding districts.

ATTACHMENTS

Attachment 1 – Derby Funeral Service Application Letter

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council in accordance with the Cemeteries Act 1986 approves the issuing of an annual Funeral Directors licence to Derby Funeral Services for a period of one year.

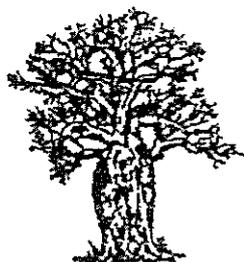
COUNCIL DECISION

Minute No. 10478

**Moved: Cr S Cooke
Seconded: Cr G King**

That Council in accordance with the Cemeteries Act 1986 approves the issuing of an annual Funeral Directors licence to Derby Funeral Services for a period of one year.

Carried Unanimously 9/0



DERBY FUNERAL SERVICES

ABN: 60 079 381 984

P O BOX 590

DERBY WA 6728

PHONE: 0409 984 339

23/06/2014

Shire of Wyndham East Kimberley

Re : Annual Funeral Directors License

To Whom it may concern

I, Paul Cornish T/A Derby Funeral Services would like to support my application for the annual license necessary to practice in your shire by acknowledging that I meet all requirements necessary to conduct a Funeral Service.

I have current insurances covering business, public liability, vehicle and workers compensation. The business vehicles, hearses and transport vehicles, are maintained to a clean and roadworthy standard. The staff employed by myself are aware of the importance to conduct themselves in a professional manner and at all times remember the duty of care we are obligated to give our clients and their families.

As with all towns in the Kimberley we use the hospital mortuary which meets the accreditation standards.

I am licensed to carry out funerals in the shires of Broome, Derby West Kimberley and Halls Creek and at no time in the past have had my license revoked or rejected.

I look forward to continuing to work within your Shire.

Yours Sincerely

Paul Cornish



ANNUAL APPLICATION FOR FUNERAL DIRECTOR'S LICENCE

ALL APPLICANTS

Applicant (Name): PAUL CORNISH
For Annual Period: From 01/07/2014 To: 30/06/2014
Trading Name of Business: DERBY FUNERAL SERVICES

Business address from which business will be carried out: _____
LOT 707 LELIEVRE ST DERBY WA 6728

Telephone Number: 0409984339

Facsimile Number: 91911417

Email Address: paul_cornish@telstra.com

Number of years Applicant has held a Funeral Directors Licence: 22 Yrs

Have you been convicted of any offence, anywhere? Yes No

If 'yes' provide details: _____

Have you ever been declared bankrupt or placed in receivership? Yes No

If 'yes' provide details: _____

Please **attach documentation** that will assist the Shire in determining that you meet the requirements of Section 17 (2) of the Cemeteries Act, 1986, namely:

An applicant who satisfies the Board that the applicant –

- a. Is of good repute and is fit to hold a funeral director's licence; and
- b. Has suitable facilities and equipment for handling and storing dead bodies and conducting funerals,

shall be entitled to be issued with a funeral director's licence.

Certification by Applicant

- I hereby certify that the Shire's standard requirements appropriate to this application as contained in the Policy for Licencing Funeral Directors have been met.
- I agree to maintain Public Liability Insurance cover and Workers Compensation Insurance Cover (where applicable) as a condition of my licence.
[Copy of certificate of currency of third party insurance to be attached]
- I agree to provide details of these insurance policies annually.
- I understand that this licence may be cancelled or suspended by the Shire, subject to my right of appeal.

Full Name and Capacity of Person Completing this Application:

Full Name (Print): PAUL EDWARD CORNISH

Signature of Applicant: PEL Date: 23.6.2014

Office Use Only

Received: _____ Referred to Council: _____

Approved: _____ Licence Issued: _____

Receipt Number: _____

13.3.4 Ord Kimberley Expansion Project – Deed of Easements and Deposited Plans

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Ord Kimberley Expansion Project
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	RD.07.25

PURPOSE

For Council to consider signing and sealing the relevant Easements and Deposited Plans applicable to the Ord Kimberley Expansion Project.

BACKGROUND

Council is in receipt of Easements and Deposited Plans from Landgate in respect to the infrastructure created from the Ord Kimberley Expansion Project as follows:

1. Easement for irrigation infrastructure – meter outlets;
2. Easement for future dewatering; and
3. Easement for irrigation infrastructure – siphons.

Council lawyers Civic Legal (Rockwell Olivier) have checked the latest correspondence to ensure that the changes requested in their letter 10 March 2014 have been incorporated into the easements.

FINANCIAL IMPLICATIONS

All costs associated with Deed of Easements and Deposited Plans is borne by the State Government. Council has incurred its share of legal costs for its lawyers to check the documents.

STATUTORY IMPLICATIONS

Not applicable

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.1: Manage and maintain assets in a strategic and cost effective manner

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Shire staff have worked with the Shire's lawyers to ensure all documents reflect the operation of the infrastructure assets for the Ord Kimberley Expansion Project.

Councillors have received a copy of the draft documents and a separate 'Briefing' from Landcorp's representative on how the Easements are to operate.

Civic Legal have also confirmed with Council's Insurer (LGIS) that the terms of the easements are acceptable to them.

In essence there are two stages for the Shire to grant consent to the easements:

1. Consent in principle to the terms of the three easements as currently drafted; and
2. Once the easements have been finalised (i.e. the title details, limitations / encumbrances and name of grantee have been completed and the deposited plans lodged with Landgate) and the road is placed under the care, control and management of the Shire (dedication) then, the Shire will need to provide its formal consent to the easements under Section 144 of the Land Administration Act 1997.

ATTACHMENTS

Attachments 1 to 6 – Deeds of Easement (3) and Deposited Plans (3)

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Consents to the terms of the easements (as currently drafted), subject to:
 - a) The Shire supporting the dedication of the relevant part of Moonamang Road;
and
 - b) The Shire granting formal approval (in accordance with Section 144 of the Land Administration Act) to the easements once the relevant title details, limitations and names of the grantee have been inserted and the deposited plans lodged at Landgate.

MOTION

Cr G Taylor moves that Council consents to the terms of easements (as currently drafted), subject to The Shire granting formal approval (in accordance with Section 144 of the Land Administration Act) to the easements once the relevant title details, limitations and names of the grantee have been inserted and the deposited plans lodged at Landgate.

COUNCIL DECISION

Minute No. 10479

**Moved: Cr G Taylor
Seconded: Cr G King**

That Council consents to the terms of the easements (as currently drafted), subject to The Shire granting formal approval (in accordance with Section 144 of the Land Administration Act) to the easements once the relevant title details, limitations and names of the grantee have been inserted and the deposited plans lodged at Landgate.

Carried Unanimously 9/0

Cr B Robinson leaves chambers at 5.28pm

FORM LAA-1060B

SECTION 144

TENURE CODE:

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 as amended

EASEMENT (E)

SERVIENT TENEMENT (NOTE 1)

	EXTENT	VOLUME	FOLIO
That part of:			
Lot 420 on Deposited Plan 75732 denoted by an encircled 'M11', 'M12' and 'M13' as shown on Deposited Plan 400731	Part	[Insert]	[Insert]
Lot 405 on Deposited Plan 75732 denoted by an encircled 'M14', 'M15', 'M16', 'M17' and 'M18' as shown on Deposited Plan 400731	Part	[Insert]	[Insert]
Lot 420 on Deposited Plan 75732 denoted by an encircled 'M19' and 'M20' as shown on Deposited Plan 400731	Part	[Insert]	[Insert]
Lot 422 on Deposited Plan 75732 denoted by an encircled 'M21' as shown on Deposited Plan 400731	Part	[Insert]	[Insert]

DOMINANT TENEMENT (NOTE 2)

	EXTENT	VOLUME	FOLIO
Lot 6 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 400 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 410 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 412 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 413 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 414 on Deposited Plan 75732	Whole	[Insert]	[Insert]
Lot 415 on Deposited Plan 75732	Whole	[Insert]	[Insert]

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS ON SERVIENT TENEMENT (NOTE 3)

[Insert encumbrances. If not, 'nil']

GRANTOR

State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Lands, 140 William Street, Perth

CONSIDERATION (NOTE 4)

\$1.00

EASEMENT (NOTE 5)

An easement for the Grantee and the Grantee's Authorised Users to at any time use and enjoy the benefit of the Irrigation Infrastructure.

GRANTEE/GRANTEES (NOTE 6)

[Insert details of Lessee under the Development Lease]

THE MINISTER FOR LANDS, ACTING IN THE NAME AND ON BEHALF OF THE GRANTOR, FOR THE ABOVE CONSIDERATION, BY THIS DEED, HEREBY GRANTS TO THE GRANTEE THE RIGHT OF EVERY PERSON WHO, FOR THE TIME BEING, IS ENTITLED TO AN ESTATE OR INTEREST IN POSSESSION IN THE DOMINANT TENEMENT OR ANY PART OF THE DOMINANT TENEMENT WITH WHICH THE RIGHT IS CAPABLE OF ENJOYMENT

- **THE EASEMENT RIGHTS SET OUT ABOVE OVER THE SERVIENT TENEMENT FOR THE PURPOSE(S) SPECIFIED ABOVE; AND**
- **SUCH OTHER RIGHTS AS ARE HEREIN PROVIDED**

SUBJECT TO:

- (1) THE ENCUMBRANCES SHOWN HEREON;**
- (2) THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED); AND**
- (3) THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

Easement

(Irrigation Infrastructure – meter outlets)

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Details

Items

- Item 1** **Easement Fee**
- \$1.00
- Item 2** **Easement Area**
- That part of:
- Lot 420 on Deposited Plan 75732 denoted by an encircled 'M11', 'M12' and 'M13' as shown on Deposited Plan 400731;
- Lot 405 on Deposited Plan 75732 denoted by an encircled 'M14', 'M15', 'M16', 'M17' and 'M18' as shown on Deposited Plan 400731;
- Lot 420 on Deposited Plan 75732 denoted by an encircled 'M19' and 'M20' as shown on Deposited Plan 400731; and
- Lot 422 on Deposited Plan 75732 denoted by an encircled 'M21' as shown on Deposited Plan 400731.
- Item 3** **Grantor's address for service**
- Department of Lands
140 William Street
PERTH WA 6000
Telephone: (08) 6552 4400
Fax: (08) 6552 4417
- Item 4** **Grantee's address for service**
- [Insert details of Lessee under the Development Lease]
Telephone: [Insert]
Fax: [Insert]
- Item 5** **Insurance Amount**
- \$5,000,000

This Deed is made between the Grantor and the Grantee described in the Easement Form which is attached to and forms part of this Deed.

Background

- A The Grantor may under Part 8 of the LAA grant easements over Crown land subject to and in accordance with the provisions of the LAA.
- B The Servient Tenement is Crown land.
- C The Grantee is the lessee of the Dominant Tenement.
- D The Grantee has requested the Grantor to grant to it, pursuant to the LAA, an easement over the Easement Area for the purpose as set out in this Deed.
- E The Grantor has agreed to grant in favour of the Grantee the Easement over the Easement Area in accordance with section 144 of the LAA upon the terms and conditions set out in this Deed, and

with the consent of the Management Body and every person having the an interest, right, title or power in respect of the Easement Area.

- F The Grantee has paid to the Grantor in consideration of the grant of this Easement the Easement Fee.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Business Day means a day which is not a Saturday, Sunday or a public holiday in Western Australia.

Contamination is the state of being contaminated, as that term is defined in the CSA.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003* (WA).

Deed means the deed of easement constituted by this document and any amendments or variations of it and includes the Easement Form and any annexures.

Department means the department principally assisting the Minister in the administration of the LAA.

Dominant Tenement means the land or interest in land described in the panel with that heading in the Easement Form.

Easement means the easement created by this Deed and its registration.

Easement Area means that portion of the Servient Tenement described in Item 2.

Easement Fee means the sum specified in Item 1 and also shown in the consideration panel of the Easement Form.

Easement Form means the approved form under the LAA which is attached to and forms part of this Deed.

Encumbrance means the limitations, interests encumbrances and notifications on the Servient Tenement described in the panel with that heading in the Easement Form.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986* (WA).

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

Grantee means the grantee described in the panel with that heading in the Easement Form and includes the successors in title of the Grantee to the Dominant Tenement.

Grantee's Address for Service means the address specified in Item 4.

Grantee's Authorised Users means the employees, agents, contractors, workmen, licensees and invitees of the Grantee.

Grantor includes the Crown and the successors in title of the Crown to the Easement Area.

Grantor's Address for Service means the address specified in Item 3.

Grantor's Authorised Users means all persons reasonably required or permitted by the Grantor to use the Easement Area and who are expressly authorised by the Grantor to do so.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Parties has the meaning ascribed to it in clause 5.1.

Insurance Amount means the amount specified in Item 5 or such other amount as determined by the Grantor from time to time.

Irrigation means any method of applying water to land for the purpose of agriculture or improvement of pasture.

Irrigation Infrastructure means the underground pipes and conduits for the passage or conveyance of rainwater under the surface of the Easement Area together with manholes, inlet pits and all other usual or necessary fittings and attachments as are necessary for the Irrigation of the Dominant Tenement.

LAA means the *Land Administration Act 1997* (WA).

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future whether State, Federal or otherwise.

Management Body means the management body having the care, control and management of the Servient Tenement under the LAA from time to time.

Minister means the Minister for Lands, being a body corporate existing under section 7(1) of the LAA and being the Minister to whom administration of the LAA is committed from time to time.

Parties means the Grantor and the Grantee.

Party means the Grantor or the Grantee as the context requires.

Pollution means any thing that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986* (WA) that is not authorised under any Law.

Public Utility means every body established or continued under a Law which authorises that body to set up, establish, use and enjoy, maintain, repair and replace any works and undertakings, in, on, under, over, through or across the Easement Area for any authorised purpose.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity, gas retraction and telecommunications facilities.

Servient Tenement means the land described in the panel with that heading in the Easement Form.

State means the State of Western Australia, any State Government department, agency or instrumentality, and any body whether corporate or unincorporate that is established or continued for a public purpose by or under a written law.

Surrounding Area means any land or water adjacent to or in the vicinity of the Easement Area and the air generally above the Easement Area, and includes an 'affected site' within the meaning of that term as defined in the CSA.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

1.2 Interpretation

In this Deed:

- (a) clause headings are for convenient reference only and shall have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the document in which the reference appears;
- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word 'person' includes a firm, a body corporate, an unincorporated association or a Governmental Agency;
- (g) covenants in this Deed by two or more persons as a party to the Deed are deemed to be joint and several;
- (h) 'including' is deemed to be followed by the words 'but not limited to';
- (i) all acts and things which the Grantor or the Minister is required or empowered to do under this Deed may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA; and
- (j) a reference to this Deed or another instrument includes any variation of either of them.

2. Grant of Easement

2.1 Grant

In consideration of payment to the Grantor of the Easement Fee and the covenants on the part of the Grantee in this Deed, the Grantor hereby grants to the Grantee subject to the Encumbrances, if any and with the consent of the Management Body a non-exclusive right for the Grantee and the Grantee's Authorised Users to at any time use and enjoy the benefit of the Irrigation Infrastructure.

2.2 Conditions which apply to the Easement

The Easement is subject to the right of:

- (a) the Grantor;
- (b) the Grantor's Authorised Users;
- (c) the Management Body; and
- (d) all other persons lawfully entitled to use the Irrigation Infrastructure and the Easement Area from time to time,

to use or continue to use the Irrigation Infrastructure and the Easement Area in any manner which is not inconsistent with the Easement.

2.3 Benefit and burden of Easement

The benefit of this Easement is for and runs with the Dominant Tenement. The burden of this Easement runs with and binds the Servient Tenement.

3. Grantee's covenants

3.1 Use of Easement Area

The Grantee hereby covenants with the Grantor that the Grantee and the Grantee's Authorised Users:

- (a) must not use the Easement Area for any purpose other than specified in clause 2.1 of this Deed;
- (b) must not cause or permit the obstruction of the Easement Area;
- (c) must not cause or permit any Contamination, Pollution or Environmental Harm to occur in, on or under the Easement Area or to the Surrounding Area, and if any Contamination, Pollution or Environmental Harm is caused by the Grantee or the Grantee's Authorised Users, the Grantee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the Grantor and the Management Body;
- (d) must not permit or cause any damage to the Irrigation Infrastructure, the Easement Area or the Surrounding Area;
- (e) must not do any act, matter or thing within the Easement Area which would constitute a nuisance or fire hazard or which could cause injury or damage to any improvement on the Easement Area, including but not limited to the Irrigation Infrastructure;
- (f) must repair or remedy any damage caused:
 - (i) by the Grantee or the Grantee's Authorised Users to; or
 - (ii) in connection with the Grantee or the Grantee's Authorised Users use of, the Irrigation Infrastructure, Easement Area or the Surrounding Area, and improvements and Services in, on, under or over the Easement Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation to the satisfaction of the Management Body;
- (g) must comply with all Laws that apply to the Easement Area;
- (h) must exercise its rights in respect of the Easement Area in a manner that does not prevent or prejudice the use of the Irrigation Infrastructure and the Easement Area by other persons who use the Irrigation Infrastructure and the Easement Area;
- (i) must upon expiry, cancellation, termination or surrender of the Easement, remediate the Easement Area to the satisfaction of the Grantor and the Management Body; and
- (j) must comply with any reasonable directions of the Grantor, the Management Body or their employees as to the manner in which the Grantee's rights are exercised.

4. Grantor's covenants

4.1 Maintenance of Easement Area

- (a) The Grantor is at its own cost responsible for the full and proper maintenance, care and upkeep of the Irrigation Infrastructure during the subsistence of this Easement.

- (b) The Grantor, in carrying out the maintenance, care or upkeep of the Irrigation Infrastructure located upon or within the Easement Area:
- (i) must, where maintenance or other works to be carried out within the Easement Area are other than of an emergency nature or of a minor routine nature (in which case no notice is required), give 5 Business Days prior notice in writing to the Management Body of the Servient Tenement of the nature of and the estimated duration of those works;
 - (ii) must carry out and complete any work commenced at any time and for any purpose within the Easement Area in a proper and workmanlike manner with all proper speed and:
 - (A) fill in, consolidate and level off any holes or trenches made by those works within the Easement Area;
 - (B) carry away all earth and rubbish; and
 - (C) reinstate and make good the surface area of the Easement Area within a reasonable period to the satisfaction of the Management Body;
 - (iii) must, to the satisfaction of the Management Body, while the soil or surface of the Easement Area is open during the progress of any work, ensure that the same is properly guarded and affix adequate signs or notices for the warning of persons likely to be endangered by such work;
 - (iv) must, to the satisfaction of the Management Body, immediately fill, compact and level any part of the Easement Area which may have suffered any subsidence;
 - (v) must, to the satisfaction of the Management Body, repair or remedy any damage caused by the Grantor or the Grantor's Authorised Users to the Easement Area or the Surrounding Area, and improvements and Services in, on, under or over the Easement Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation; and
 - (vi) must comply with all Laws that apply to the Easement Area.

5. Indemnity, release and insurance

5.1 Indemnity and release

The Grantee hereby covenants with the Grantor to indemnify and keep indemnified, and release and keep released, the Grantor, the Management Body and the State and all officers, servants, agents, contractors, invitees and licensees of any of them (**Indemnified Parties**) from and against all actions claims proceedings suits judgments demands losses costs and expenses (including the costs of defending or settling any action claim proceeding suit or demand) whatsoever (whether based in contract tort or statute or otherwise howsoever or any combination thereof) which may at any time be brought maintained or made against or incurred by all or any one or more of the Indemnified Parties:

- (a) in respect of any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Easement Area and including the property of:
 - (i) any of the Indemnified Parties;
 - (ii) the Grantee, or the Grantee's Authorised Users; and
- (b) in respect of the death of, injury to or illness of, any person including:

- (i) the Indemnified Parties;
- (ii) the Grantee, or the Grantee's Authorised Users,

directly or indirectly caused by or arising out of or in connection with:

- (c) the use of the Irrigation Infrastructure by the Grantee or the Grantee's Authorised Users;
- (d) the exercise or enjoyment of any of the rights conferred on the Grantee or the Grantee's Authorised Users under this Deed;
- (e) any Contamination Pollution or Environmental Harm to the Easement Area or the Surrounding Area caused or contributed to by the Grantee or the Grantee's Authorised Users;
- (f) any remediation required in respect of the Easement Area or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency relating to the Easement Area arising from or relating to the use of the Easement Area by the Grantee or the Grantee's Authorised Users;
- (g) any default by the Grantee in the due and punctual performance of or compliance with any of the terms covenants and conditions contained in this Deed, or any other Law; or
- (h) any negligent or other tortious act or omission of the Grantee or the Grantee's Authorised Users,

except to the extent such damage, loss, destruction or injury is caused or contributed to by the Grantor.

5.2 Insurance

- (a) The Grantee must effect, maintain and keep current with an insurer of good repute to the satisfaction of the Grantor, a public risk insurance policy for the Insurance Amount for any one claim, or any other amount reasonably required by the Grantor from time to time consistent with usual prudent commercial practice and which includes the interests of the Grantor and Management Body under this Deed and covers all claims and losses howsoever arising or caused, including those in respect of:
 - (i) any illness of, injury to or death of, any person;
 - (ii) the loss of use of any property, including the property of any of the Indemnified Parties;
 - (iii) liability arising out of any Contamination, Pollution or Environmental Harm or to the Easement Area or Surrounding Area; or
 - (iv) any claims, risk and events covered under the indemnities provided by the Grantee to the Grantor and Management Body under this Deed.
- (b) Any policy of insurance effected pursuant to this clause must contain such conditions, endorsements and exclusions as are reasonably acceptable to the Grantor having regard to the insurance commonly effected for the risks in question.
- (c) The Grantee must give the Grantor a copy of the certificate of currency for the policy of insurance referred to in subclause (a) at the date of execution of this Deed, and the Grantee is to submit evidence to the Grantor on each anniversary of the date of execution of this Deed, or as otherwise requested by the Grantor, which shows that the insurance policy is still current.

- (d) The Grantee is deemed to have satisfied the requirements in clauses 5.2(a), 5.2(b) and 5.2(c) if the Grantor and the Management Body receives a copy of the certificate of currency for the policy of insurance referred to in subclause (a) from the lessee for the time being under the Goomig Common Area Lease and Infrastructure Management Agreement to which the Grantor is the lessor.

6. Non-exclusive easement

6.1 Other easements or interests

- (a) The Grantee acknowledges that the Grantor and the Minister may, in their absolute discretion, grant other easements or interests in, on, under, over, through or across the Easement Area to any Public Utility or other persons provided that the rights and privileges conferred on the Grantee by this Deed will not be materially interfered with.
- (b) The Grantee hereby consents to the Grantor and the Minister granting other easements or interests in respect of the Easement Area as described in subclause (a). If any further evidence of such consent is required for registration or other purposes, then the Grantee undertakes it will sign all further documents, if any, and do all things necessary to show that such consent is provided.

6.2 Land under care, control and management

If any part of the Servient Land comprises land that is under the care, control and management of a Management Body, the Grantee undertakes to exercise its rights under this Easement and to ensure that any rights of the Grantee's Authorised Users under this Easement, are exercised in a manner which will not interfere with the care, control and management of such land.

6.3 Enforcement of covenants by the Management Body

The Parties acknowledge and agree that the Management Body may enforce the benefit of the terms and conditions of this Deed, covenant or agreement over the Easement Area pursuant to Section 11 of the *Property Law Act 1969* (WA).

7. General provisions

7.1 Severance

If a Court determines that a word, phrase, sentence, paragraph or clause in this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.

7.2 Continuing indemnities

The indemnity contained in clause 5 continues in full force and effect notwithstanding that the Easement may terminate for any reason in respect of any act, deed, matter or thing occurring prior to termination of the Easement.

7.3 Applicable law

This Deed shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the Parties submit to the jurisdiction of the courts of that State.

7.4 Waiver and variation

A provision or a right created under this Deed may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) varied except in writing signed by the Parties.

7.5 Grantee's cost

Except if expressly stated otherwise in this Deed, anything required to be done by the Grantee is at its cost and risk.

7.6 Duty and registration fees

The Grantee must pay any duty, penalties or fines payable in respect of any dutiable transaction or other matter to which this Deed relates under the *Duties Act 2008* (WA) and any registration fees payable in respect of this Deed or other documents entered into under the terms of this Deed.

8. Notice provisions

- (a) Any notice, consent or other writing authorised or required by this Deed to be given or sent (**Notice**) must be in writing and shall be deemed to have been duly given or sent:
 - (i) by the Grantor if signed by the Grantor or a duly authorised delegate of the Grantor or by the Director General or by any senior officer of the Department acting by the direction of the said Director General and forwarded by prepaid post to the Grantee at the Grantee's Address for Service; and
 - (ii) by or on behalf of the Grantee if signed by the Grantee or by any director, executive officer or other duly authorised officer for the time being of the Grantee or any other person proven to be authorised by the Grantee and forwarded by prepaid post to the Grantor at the Grantor's Address for Service.
- (b) If the Easement Area becomes freehold land under the *Transfer of Land Act 1893* (WA) Notices must be sent to the registered proprietor of the land at its address shown in the register book kept under the *Transfer of Land Act 1893* (WA) or other address of the proprietor then last known to the Grantee.
- (c) A Notice sent by prepaid post is deemed to have been received by the recipient 3 Business Days after posting by the sender.

9. Goods and services tax

9.1 Easement fee exclusive of GST

The Easement Fee is exclusive of GST, and GST (if applicable) is payable in addition to the amount of the Easement Fee.

9.2 Grantee to pay GST

The Grantee must pay any GST payable by the Grantor in respect of a Taxable Supply made under the Easement, to the Grantor on demand.

9.3 Tax invoice

Where GST is payable, the Grantor must provide to the Grantee, if required by the Grantee, a Tax Invoice in the format and form required as set out in the GST Act.

9.4 Notification is conclusive

A written notification given to the Grantee by the Grantor of the amount of GST that the Grantor is liable to pay on a Taxable Supply made or to be made under the Easement is conclusive between the Parties except in the case of an obvious error.

9.5 The Grantee must pay GST at same time

The Grantee must pay to the Grantor the amount of the GST that the Grantor is liable to pay under the Easement:

- (a) at the same time; and
- (b) in the same manner,

as the Grantee is obliged to pay for the Taxable Supply.

9.6 Apportionment of GST

Where a Taxable Supply is not separately supplied to the Grantee, the liability of the Grantee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Grantee's proportion of that Taxable Supply is determined.

9.7 Other supplies

If there is a supply by any Party, which is a Taxable Supply and is not covered by clause 9.1, then the consideration for the supply shall be increased by an amount calculated as:

$A \times R$

where:

A is the amount of the consideration for the supply apart from clause 9.1; and

R is the rate of GST applicable to the supply.

Executed by the parties as a Deed on the

day of

in the year

GRANTOR TO SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

GRANTEE/GRANTEES SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

NOTES

1. **SERVIENT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **DOMINANT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
3. **ENCUMBRANCES ON SERVIENT TENEMENT**
To be identified by nature and number, if none show "nil".
4. **CONSIDERATION**
To be expressed in words.
5. **EASEMENT**
Describe easement being granted and its purpose.
6. **GRANTEE**
State the full name of the Grantee/Grantees and the address/addresses to which future notices can be sent. If a minor state date of birth.
7. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

Office Use Only

EASEMENT (E)

LODGED BY
ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

EASEMENT (E)

SERVIENT TENEMENT (NOTE 1)

That part of:

Lot 405 on Deposited Plan 75732 denoted by an encircled 'W1', 'W2' and 'W3' as shown on Deposited Plan 400732

Lot 422 on Deposited Plan 75732 denoted by an encircled 'W4' as shown on Deposited Plan 400732

Lot 405 on Deposited Plan 75732 and Lot 421 on Deposited Plan 75732, denoted by an encircled 'W5' as shown on Deposited Plan 400732

Lot 420 on Deposited Plan 75732 denoted by an encircled 'W6' as shown on Deposited Plan 400732

EXTENT	VOLUME	FOLIO
Part	[Insert]	[Insert]
Part	[Insert]	[Insert]
Part	[Insert] [Insert]	[Insert] [Insert]
Part	[Insert]	[Insert]

DOMINANT TENEMENT (NOTE 2)

Not applicable

EXTENT	VOLUME	FOLIO

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS ON SERVIENT TENEMENT (NOTE 3)

[Insert encumbrances. If not, 'nil']

GRANTOR

State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Lands, 140 William Street, Perth

CONSIDERATION (NOTE 4)

\$1.00

EASEMENT (NOTE 5)

An easement for the Grantee and the Grantee's Authorised Users to go, pass and repass from time to time and at all times with or without motor vehicles and with such materials, plant and equipment as is reasonably necessary over and along the Easement Area for the purpose of laying, installing, operating, maintaining, repairing and replacing a Dewatering System on the Easement Area

GRANTEE/GRANTEES (NOTE 6)

[Insert Environmental Proponent's details]

THE MINISTER FOR LANDS, ACTING IN THE NAME AND ON BEHALF OF THE GRANTOR, FOR THE ABOVE CONSIDERATION, BY THIS DEED, HEREBY GRANTS TO THE GRANTEE THE RIGHT OF EVERY PERSON WHO, FOR THE TIME BEING, IS ENTITLED TO AN ESTATE OR INTEREST IN POSSESSION IN THE DOMINANT TENEMENT OR ANY PART OF THE DOMINANT TENEMENT WITH WHICH THE RIGHT IS CAPABLE OF ENJOYMENT

- **THE EASEMENT RIGHTS SET OUT ABOVE OVER THE SERVIENT TENEMENT FOR THE PURPOSE(S) SPECIFIED ABOVE; AND**
- **SUCH OTHER RIGHTS AS ARE HEREIN PROVIDED**

SUBJECT TO:

- (1) THE ENCUMBRANCES SHOWN HEREON;**
- (2) THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED); AND**
- (3) THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

Easement

(Future Dewatering)

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Details

Items

- Item 1** **Easement Fee**
- \$1.00
- Item 2** **Easement Area**
- That part of:
- Lot 405 on Deposited Plan 75732 denoted by an encircled 'W1', 'W2' and 'W3' as shown on Deposited Plan 400732;
- Lot 422 on Deposited Plan 75732 denoted by an encircled 'W4' as shown on Deposited Plan 400732;
- Lot 405 on Deposited Plan 75732 and Lot 421 on Deposited Plan 75732 denoted by an encircled 'W5' as shown on Deposited Plan 400732; and
- Lot 420 on Deposited Plan 75732 denoted by an encircled 'W6' as shown on Deposited Plan 400732.
- Item 3** **Grantor's address for service**
- Department of Lands
140 William Street
PERTH WA 6000
Telephone: (08) 6552 440
Fax: (08) 6552 4417
- Item 4** **Grantee's address for service**
- [Insert Environmental Proponent's details]
Telephone: [Insert]
Fax: [Insert]
- Item 5** **Insurance Amount**
- \$5,000,000

This Deed is made between the Grantor and the Grantee described in the Easement Form which is attached to and forms part of this Deed.

Background

- A The Grantor may under Part 8 of the LAA grant easements over Crown land subject to and in accordance with the provisions of the LAA.
- B The Servient Tenement is Crown land.
- C The Grantee is the Environmental Proponent.
- D The Grantee has requested the Grantor to grant to it, pursuant to the LAA, an easement over the Easement Area for the purpose as set out in this Deed.
- E The Grantor has agreed to grant in favour of the Grantee in its capacity as Environmental Proponent the Easement over the Easement Area in accordance with sections 144 and 147 of the

LAA upon the terms and conditions set out in this Deed, and with the consent of the Management Body and every person having the an interest, right, title or power in respect of the Easement Area.

F The Grantee has paid to the Grantor in consideration of the grant of this Easement the Easement Fee.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Business Day means a day which is not a Saturday, Sunday or a public holiday in Western Australia.

Commonwealth Environment Minister means the Minister under the EPBC Act and includes a delegate of the Minister.

Commonwealth Environmental Approval means the approval granted by the Commonwealth Environment Minister under the EPBC Act on 13 September 2011, with reference number EPBC 2010/5491, authorising the taking of the action referred to as the 'Weaber Plain Development Project' in respect of including but not limited to the Servient Tenement and Surrounding Area as may be amended, supplemented or replaced from time to time.

Contamination is the state of being contaminated, as that term is defined in the CSA.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003* (WA).

Deed means the deed of easement constituted by this document and any amendments or variations of it and includes the Easement Form and any annexures.

Department means the department principally assisting the Minister in the administration of the LAA.

Dewater means to drain or de-pressurise, recharge or pressurise permanently or temporarily, groundwater underneath land and **Dewatering** has a corresponding meaning.

Dewatering System means a system enabling Dewatering to occur.

Easement means the easement created by this Deed and its registration.

Easement Area means that portion of the Servient Tenement described in Item 2.

Easement Fee means the sum specified in Item 1 and also shown in the consideration panel of the Easement Form.

Easement Form means the approved form under the LAA which is attached to and forms part of this Deed.

Encumbrance means the limitations, interests encumbrances and notifications on the Servient Tenement described in the panel with that heading in the Easement Form.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986* (WA).

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Environmental Proponent means the proponent under Ministerial Statement 938 and the Commonwealth Environmental Approval, as may be amended, varied, substituted or replaced from time to time, to the extent that it relates to the Servient Tenement and Surrounding Area.

EPBC Act means the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth).

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

Grantee means the grantee described in the panel with that heading in the Easement Form and includes the successors to the Grantee in its capacity as Environmental Proponent.

Grantee's Address for Service means the address specified in Item 4.

Grantee's Authorised Users means the employees, agents, contractors, workmen, licensees and invitees of the Grantee.

Grantor includes the Crown and the successors in title of the Crown to the Easement Area.

Grantor's Address for Service means the address specified in Item 3.

Grantor's Authorised Users means all persons reasonably required or permitted by the Grantor to use the Easement Area and who are expressly authorised by the Grantor to do so.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Parties has the meaning ascribed to it in clause 4.1.

Insurance Amount means the amount specified in Item 5 or such other amount as determined by the Grantor from time to time.

LAA means the *Land Administration Act 1997* (WA).

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future whether State, Federal or otherwise.

Management Body means the management body having the care, control and management of the Servient Tenement under the LAA.

Minister means the Minister for Lands, being a body corporate existing under section 7(1) of the LAA and being the Minister to whom administration of the LAA is committed from time to time.

Ministerial Statement 938 means the document titled 'Statement to Amend Conditions applying a Proposal (Pursuant to the provisions of section 46 of the EP Act) Ord River Irrigation Area Stage 2 (M2 Supply Channel) Shire of Wyndham-East Kimberley' published by the State Minister for the Environment on 12 June 2013 as may be amended, supplemented or replaced from time to time.

Parties means the Grantor and the Grantee.

Party means the Grantor or the Grantee as the context requires.

Pollution means any thing that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986* (WA) that is not authorised under any Law.

Public Utility means every body established or continued under a Law which authorises that body to set up, establish, use and enjoy, maintain, repair and replace any works and undertakings, in, on, under, over, through or across the Easement Area for any authorised purpose.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity, gas retraction and telecommunications facilities.

Servient Tenement means the land described in the panel with that heading in the Easement Form.

State means the State of Western Australia, any State Government department, agency or instrumentality, and any body whether corporate or unincorporate that is established or continued for a public purpose by or under a written law.

Surrounding Area means any land or water adjacent to or in the vicinity of the Easement Area and the air generally above the Easement Area, and includes an 'affected site' within the meaning of that term as defined in the CSA.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

1.2 Interpretation

In this Deed:

- (a) clause headings are for convenient reference only and shall have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the document in which the reference appears;
- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word 'person' includes a firm, a body corporate, an unincorporated association or a Governmental Agency;
- (g) covenants in this Deed by two or more persons as a party to the Deed are deemed to be joint and several;
- (h) 'including' is deemed to be followed by the words 'but not limited to';
- (i) all acts and things which the Grantor or the Minister is required or empowered to do under this Deed may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA; and
- (j) a reference to this Deed or another instrument includes any variation of either of them.

2. Grant of Easement

2.1 Grant

In consideration of payment to the Grantor of the Easement Fee and the covenants on the part of the Grantee in this Deed, the Grantor hereby grants to the Grantee in its capacity as Environmental Proponent and subject to the Encumbrances and with the consent of the Management Body, if any, a non-exclusive right for the Grantee and the Grantee's Authorised Users to go, pass and repass from time to time and at all times with or without motor vehicles and with such materials, plant and equipment as is reasonably necessary over and along the Easement

Area for the purpose of laying, installing, operating, maintaining, repairing and replacing a Dewatering System on the Easement Area.

2.2 Conditions which apply to the Easement

The Easement is subject to the right of:

- (a) the Grantor;
- (b) the Grantor's Authorised Users;
- (c) the Management Body; and
- (d) all other persons lawfully entitled to use the Easement Area from time to time,

to use or continue to use the Easement Area in any manner which is not inconsistent with the Easement.

2.3 Burden of Easement

The burden of this Easement runs with and binds the Servient Tenement.

3. Grantee's covenants

3.1 Use of Easement Area

The Grantee hereby covenants with the Grantor that the Grantee and the Grantee's Authorised Users:

- (a) must not use the Easement Area for any purpose other than specified in this Deed;
- (b) must not cause or permit the obstruction of the Easement Area;
- (c) must not cause or permit any Contamination, Pollution or Environmental Harm to occur in, on or under the Easement Area or to the Surrounding Area, and if any Contamination, Pollution or Environmental Harm is caused by the Grantee or the Grantee's Authorised Users, the Grantee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the Grantor and the Management Body;
- (d) must not permit or cause any damage to the Easement Area or the Surrounding Area;
- (e) must not do any act, matter or thing within the Easement Area which would constitute a nuisance or fire hazard or which could cause injury or damage to any improvement on the Easement Area including but not limited to the Dewatering System;
- (f) must, where maintenance or other works to be carried out within the Easement Area are other than of an emergency nature or of a minor routine nature (in which case no notice is required), give fourteen (14) days prior notice in writing to the Grantor and the Management Body of the nature of and the estimated duration of those works;
- (g) must carry out and complete any work commenced at any time and for any purpose within the Easement Area in a proper and workmanlike manner with all proper speed and:
 - (i) fill in, consolidate and level off any holes or trenches made by those works within the Easement Area;
 - (ii) carry away all earth and rubbish; and
 - (iii) reinstate and make good the surface area of the Easement Area within a reasonable period to the satisfaction of the Grantor and the Management Body;
- (h) must, while the soil or surface of the Easement Area is open during the progress of any work, ensure that the same is properly guarded and affix adequate signs or notices for the

warning of persons likely to be endangered by such work to the satisfaction of the Management Body;

- (i) must immediately fill, compact and level any part of the Easement Area which may have suffered any subsidence;
- (j) must repair or remedy any damage caused:
 - (i) by the Grantee or the Grantee's Authorised Users to; or
 - (ii) in connection with the Grantee or the Grantee's Authorised Users use of, the Easement Area or the Surrounding Area, and improvements and Services in, on, under or over the Easement Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation to the satisfaction of the Management Body;
- (k) must comply with all Laws that apply to the Easement Area;
- (l) must exercise its rights in respect of the Easement Area in a manner that does not prevent or prejudice the use of the Easement Area by other persons who use the Easement Area;
- (m) must upon expiry, cancellation, termination or surrender of the Easement, remediate the Easement Area to the satisfaction of the Grantor and the Management Body; and
- (n) must comply with any reasonable directions of the Grantor, the Management Body or their employees as to the manner in which the Grantee's rights are exercised.

3.2 Maintenance of Dewatering System

The Grantee must at its own cost be responsible for the full and proper maintenance, care and upkeep of the Dewatering System on and from the date on which it first seeks to exercise its rights under clause 2.1 and thereafter during the subsistence of this Easement.

4. Indemnity, release and insurance

4.1 Indemnity and release

The Grantee hereby covenants with the Grantor to indemnify and keep indemnified, and release and keep released, the Grantor, the Management Body and the State and all officers, servants, agents, contractors, invitees and licensees of any of them (**Indemnified Parties**) from and against all actions claims proceedings suits judgments demands losses costs and expenses (including the costs of defending or settling any action claim proceeding suit or demand) whatsoever (whether based in contract tort or statute or otherwise howsoever or any combination thereof) which may at any time be brought maintained or made against or incurred by all or any one or more of the Indemnified Parties:

- (a) in respect of any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Easement Area and including the property of:
 - (i) any of the Indemnified Parties;
 - (ii) the Grantee, or the Grantee's Authorised Users; and
- (b) in respect of the death of, injury to or illness of, any person including:
 - (i) the Indemnified Parties;
 - (ii) the Grantee, or the Grantee's Authorised Users,

directly or indirectly caused by or arising out of or in connection with:

- (c) the use of the Easement Area by the Grantee or the Grantee's Authorised Users;
- (d) any work carried out by or on behalf of the Grantee under this Deed;
- (e) the exercise or enjoyment of any of the rights conferred on the Grantee or the Grantee's Authorised Users under this Deed;
- (f) any Contamination Pollution or Environmental Harm to the Easement Area or the Surrounding Area caused or contributed to by the Grantee or the Grantee's Authorised Users;
- (g) any remediation required in respect of the Easement Area or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency relating to the Easement Area arising from or relating to the use of the Easement Area by the Grantee or the Grantee's Authorised Users;
- (h) any default by the Grantee in the due and punctual performance of or compliance with any of the terms covenants and conditions contained in this Deed, or any other Law; or
- (i) any negligent or other tortious act or omission of the Grantee or the Grantee's Authorised Users,

except to the extent such damage, loss, destruction or injury is caused or contributed to by the Grantor.

4.2 Insurance

- (a) The Grantee must effect, maintain and keep current with an insurer of good repute to the satisfaction of the Grantor and the Management Body, a public risk insurance policy for the Insurance Amount for any one claim, or any other amount reasonably required by the Grantor or the Management Body from time to time consistent with usual prudent commercial practice and which includes the interests of the Grantor and the Management Body under this Deed and covers all claims and losses howsoever arising or caused, including those in respect of:
 - (i) any illness of, injury to or death of, any person;
 - (ii) any loss, damage or destruction to any property including to the property of any of the Indemnified Parties;
 - (iii) the loss of use of any property, including the property of any of the Indemnified Parties;
 - (iv) liability arising out of any Contamination, Pollution or Environmental Harm of or to the Easement Area or Surrounding Area; or
 - (v) any claims, risk and events covered under the indemnities provided by the Grantee to the Indemnified Parties under this Deed.
- (b) Any policy of insurance effected pursuant to this clause must contain such conditions, endorsements and exclusions as are reasonably acceptable to the Grantor or the Management Body having regard to insurance commonly effected for the risks in question.
- (c) The Grantee must give to the Grantor and the Management Body a copy of the certificate of currency for the policy of insurance referred to in subclause (a) at the date of execution of this Deed, and the Grantee is to submit evidence to the Grantor and the Management Body on each anniversary of the date of execution of this Deed, or as otherwise requested by the Grantor or the Management Body, which shows that the insurance policy is still current.

- (d) The Grantee is deemed to have satisfied the requirements in clauses 4.2(a), 4.2(b) and 4.2(c) if the Grantor and the Management Body receives a copy of the certificate of currency for the policy of insurance referred to in subclause (a) from the lessee for the time being under the Goomig Common Area Lease and Infrastructure Management Agreement to which the Grantor is the lessor.

5. Non-exclusive easement

5.1 Other easements or interests

- (a) The Grantee acknowledges that the Grantor and the Minister may, in their absolute discretion, grant other easements or interests in, on, under, over, through or across the Easement Area to any Public Utility or other persons provided that the rights and privileges conferred on the Grantee by this Deed will not be materially interfered with.
- (b) The Grantee hereby consents to the Grantor and the Minister granting other easements or interests in respect of the Easement Area as described in subclause (a). If any further evidence of such consent is required for registration or other purposes, then the Grantee undertakes it will sign all further documents, if any, and do all things necessary to show that such consent is provided.

5.2 Land under care, control and management

If any part of the Servient Land comprises land that is under the care, control and management of a Management Body, the Grantee undertakes to exercise its rights under this Easement and to ensure that any rights of the Grantee's Authorised Users under this Easement, are exercised in a manner which will not interfere with the care, control and management of such land.

5.3 Enforcement of covenants by the Management Body

The Parties acknowledge and agree that the Management Body may enforce the benefit of the terms and conditions of this Deed, right of entry, covenant or agreement over the Easement Area pursuant to Section 11 of the *Property Law Act 1969* (WA).

6. General provisions

6.1 Severance

If a Court determines that a word, phrase, sentence, paragraph or clause in this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.

6.2 Continuing indemnities

The indemnity contained in clause 4 continues in full force and effect notwithstanding that the Easement may terminate for any reason in respect of any act, deed, matter or thing occurring prior to termination of the Easement.

6.3 Applicable law

This Deed shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the Parties submit to the jurisdiction of the courts of that State.

6.4 Waiver and variation

A provision or a right created under this Deed may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) varied except in writing signed by the Parties.

6.5 Grantee's cost

Except if expressly stated otherwise in this Deed, anything required to be done by the Grantee is at its cost and risk.

6.6 Duty and registration fees

The Grantee must pay any duty, penalties or fines payable in respect of any dutiable transaction or other matter to which this Deed relates under the *Duties Act 2008* (WA) and any registration fees payable in respect of this Deed or other documents entered into under the terms of this Deed.

7. Notice provisions

- (a) Any notice, consent or other writing authorised or required by this Deed to be given or sent (**Notice**) must be in writing and shall be deemed to have been duly given or sent:
 - (i) by the Grantor if signed by the Grantor or a duly authorised delegate of the Grantor or by the Director General or by any senior officer of the Department acting by the direction of the said Director General and forwarded by prepaid post to the Grantee at the Grantee's Address for Service; and
 - (ii) by or on behalf of the Grantee if signed by the Grantee or by any director, executive officer or other duly authorised officer for the time being of the Grantee or any other person proven to be authorised by the Grantee and forwarded by prepaid post to the Grantor at the Grantor's Address for Service.
- (b) If the Easement Area becomes freehold land under the *Transfer of Land Act 1893* (WA) Notices must be sent to the registered proprietor of the land at its address shown in the register book kept under the *Transfer of Land Act 1893* (WA) or other address of the proprietor then last known to the Grantee.
- (c) A Notice sent by prepaid post is deemed to have been received by the recipient 3 Business Days after posting by the sender.

8. Goods and services tax

8.1 Easement fee exclusive of GST

The Easement Fee is exclusive of GST, and GST (if applicable) is payable in addition to the amount of the Easement Fee.

8.2 Grantee to pay GST

The Grantee must pay any GST payable by the Grantor in respect of a Taxable Supply made under the Easement, to the Grantor on demand.

8.3 Tax invoice

Where GST is payable, the Grantor shall provide to the Grantee, if required by the Grantee, a Tax Invoice in the format and form required as set out in the GST Act.

8.4 Notification is conclusive

A written notification given to the Grantee by the Grantor of the amount of GST that the Grantor is liable to pay on a Taxable Supply made or to be made under the Easement is conclusive between the Parties except in the case of an obvious error.

8.5 The Grantee must pay GST at same time

The Grantee must pay to the Grantor the amount of the GST that the Grantor is liable to pay under the Easement:

- (a) at the same time; and
- (b) in the same manner,

as the Grantee is obliged to pay for the Taxable Supply.

8.6 Apportionment of GST

Where a Taxable Supply is not separately supplied to the Grantee, the liability of the Grantee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Grantee's proportion of that Taxable Supply is determined.

8.7 Other supplies

If there is a supply by any Party, which is a Taxable Supply and is not covered by clause 8.1, then the consideration for the supply shall be increased by an amount calculated as:

$A \times R$

where:

A is the amount of the consideration for the supply apart from clause 8.1; and

R is the rate of GST applicable to the supply.

Executed by the parties as a Deed on the

day of

in the year

GRANTOR TO SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

GRANTEE/GRANTEES SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

NOTES

1. **SERVIENT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **DOMINANT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
3. **ENCUMBRANCES ON SERVIENT TENEMENT**
To be identified by nature and number, if none show "nil".
4. **CONSIDERATION**
To be expressed in words.
5. **EASEMENT**
Describe easement being granted and its purpose.
6. **GRANTEE**
State the full name of the Grantee/Grantees and the address/addresses to which future notices can be sent. If a minor state date of birth.
7. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

Office Use Only

EASEMENT (E)

LODGED BY
ADDRESS

PHONE No.
FAX No.
REFERENCE No.
ISSUING BOX No.

PREPARED BY
ADDRESS

PHONE No.
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

EASEMENT (E)

SERVIENT TENEMENT (NOTE 1)

That part of:

Lot 420 on Deposited Plan 75732 denoted by an encircled 'S3' as shown on Deposited Plan 400734

Lot 405 on Deposited Plan 75732 denoted by an encircled 'S4' as shown on Deposited Plan 400734

EXTENT	VOLUME	FOLIO
Part	[Insert]	[Insert]
Part	[Insert]	[Insert]

DOMINANT TENEMENT (NOTE 2)

[To be confirmed with surveyor]

EXTENT	VOLUME	FOLIO

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS ON SERVIENT TENEMENT (NOTE 3)

[Insert encumbrances. If not, 'nil']

GRANTOR

State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Lands, 140 William Street, Perth

CONSIDERATION (NOTE 4)

\$1.00

EASEMENT (NOTE 5)

An easement for the Grantee and the Grantee's Authorised Users to use and benefit from the siphon which forms part of the Irrigation Infrastructure to carry water supply from the main water channel to the subsidiary water channel to be used by the Grantee or the Grantee's Authorised Users for Irrigation purposes

GRANTEE/GRANTEES (NOTE 6)

[Insert details of Lessee under the Development Lease]

THE MINISTER FOR LANDS, ACTING IN THE NAME AND ON BEHALF OF THE GRANTOR, FOR THE ABOVE CONSIDERATION, BY THIS DEED, HEREBY GRANTS TO THE GRANTEE THE RIGHT OF EVERY PERSON WHO, FOR THE TIME BEING, IS ENTITLED TO AN ESTATE OR INTEREST IN POSSESSION IN THE DOMINANT TENEMENT OR ANY PART OF THE DOMINANT TENEMENT WITH WHICH THE RIGHT IS CAPABLE OF ENJOYMENT

- **THE EASEMENT RIGHTS SET OUT ABOVE OVER THE SERVIENT TENEMENT FOR THE PURPOSE(S) SPECIFIED ABOVE; AND**
- **SUCH OTHER RIGHTS AS ARE HEREIN PROVIDED**

SUBJECT TO:

- (1) THE ENCUMBRANCES SHOWN HEREON;**
- (2) THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED); AND**
- (3) THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

Easement

(Irrigation Infrastructure – Siphon)

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Details

Items

- Item 1** **Easement Fee**
- \$1.00
- Item 2** **Easement Area**
- That part of:
- Lot 420 on Deposited Plan 75732 denoted by an encircled 'S3' as shown on Deposited Plan 400734; and
- Lot 405 on Deposited Plan 75732 denoted by an encircled 'S4' as shown on Deposited Plan 400734.
- Item 3** **Grantor's address for service**
- Department of Lands
140 William Street
PERTH WA 6000
Telephone: (08) 6552 4400
Fax: (08) 6552 4417
- Item 4** **Grantee's address for service**
- [Insert details of Lessee under the Development Lease]
Telephone: [Insert]
Fax: [Insert]
- Item 5** **Insurance Amount**
- \$5,000,000

This Deed is made between the Grantor and the Grantee described in the Easement Form which is attached to and forms part of this Deed.

Background

- A The Grantor may under Part 8 of the LAA grant easements over Crown land subject to and in accordance with the provisions of the LAA.
- B The Servient Tenement is Crown land.
- C The Grantee is the lessee of the Dominant Tenement.
- D The Grantee has requested the Grantor to grant to it, pursuant to the LAA, an easement over the Easement Area for the purpose as set out in this Deed.
- E The Grantor has agreed to grant in favour of the Grantee the Easement over the Easement Area in accordance with section 144 of the LAA upon the terms and conditions set out in this Deed, and with the consent of the Management Body and every person having the an interest, right, title or power in respect of the Easement Area.
- F The Grantee has paid to the Grantor in consideration of the grant of this Easement the Easement Fee.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Business Day means a day which is not a Saturday, Sunday or a public holiday in Western Australia.

Contamination is the state of being contaminated, as that term is defined in the CSA.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003* (WA).

Deed means the deed of easement constituted by this document and any amendments or variations of it and includes the Easement Form and any annexures.

Department means the department principally assisting the Minister in the administration of the LAA.

Dominant Tenement means the land or interest in land described in the panel with that heading in the Easement Form.

Easement means the easement created by this Deed and its registration.

Easement Area means that portion of the Servient Tenement described in Item 2.

Easement Fee means the sum specified in Item 1 and also shown in the consideration panel of the Easement Form.

Easement Form means the approved form under the LAA which is attached to and forms part of this Deed.

Encumbrance means the limitations, interests encumbrances and notifications on the Servient Tenement described in the panel with that heading in the Easement Form.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986* (WA).

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

Grantee means the grantee described in the panel with that heading in the Easement Form and includes the successors in title of the Grantee to the Dominant Tenement.

Grantee's Address for Service means the address specified in Item 4.

Grantee's Authorised Users means the employees, agents, contractors, workmen, licensees and invitees of the Grantee.

Grantor includes the Crown and the successors in title of the Crown to the Easement Area.

Grantor's Address for Service means the address specified in Item 3.

Grantor's Authorised Users means all persons reasonably required or permitted by the Grantor to use the Easement Area and who are expressly authorised by the Grantor to do so.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Parties has the meaning ascribed to it in clause 5.1.

Insurance Amount means the amount specified in Item 5 or such other amount as determined by the Grantor from time to time.

Irrigation means any method of applying water to land for the purpose of agriculture or improvement of pasture.

Irrigation Infrastructure means the underground pipes and conduits for the passage or conveyance of rainwater under the surface of the Easement Area together with manholes, inlet pits and all other usual or necessary fittings and attachments as are necessary for the Irrigation of the Dominant Tenement.

LAA means the *Land Administration Act 1997* (WA).

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future whether State, Federal or otherwise.

Management Body means the management body having the care, control and management of the Servient Tenement.

Minister means the Minister for Lands, being a body corporate existing under section 7(1) of the LAA and being the Minister to whom administration of the LAA is committed from time to time.

Parties means the Grantor and the Grantee.

Party means the Grantor or the Grantee as the context requires.

Pollution means any thing that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986* (WA) that is not authorised under any Law.

Public Utility means every body established or continued under a Law which authorises that body to set up, establish, use and enjoy, maintain, repair and replace any works and undertakings, in, on, under, over, through or across the Easement Area for any authorised purpose.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity, gas retraction and telecommunications facilities.

Servient Tenement means the land described in the panel with that heading in the Easement Form.

State means the State of Western Australia, any State Government department, agency or instrumentality, and any body whether corporate or unincorporate that is established or continued for a public purpose by or under a written law.

Surrounding Area means any land or water adjacent to or in the vicinity of the Easement Area and the air generally above the Easement Area, and includes an 'affected site' within the meaning of that term as defined in the CSA.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

1.2 Interpretation

In this Deed:

- (a) clause headings are for convenient reference only and shall have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the document in which the reference appears;
- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word 'person' includes a firm, a body corporate, an unincorporated association or a Governmental Agency;
- (g) covenants in this Deed by two or more persons as a party to the Deed are deemed to be joint and several;
- (h) 'including' is deemed to be followed by the words 'but not limited to';
- (i) all acts and things which the Grantor or the Minister is required or empowered to do under this Deed may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA; and
- (j) a reference to this Deed or another instrument includes any variation of either of them.

2. Grant of Easement

2.1 Grant

In consideration of payment to the Grantor of the Easement Fee and the covenants on the part of the Grantee in this Deed, the Grantor hereby grants to the Grantee subject to the Encumbrances, if any, and with the consent of the Management Body, a non-exclusive right for the Grantee and the Grantee's Authorised Users to use and enjoy the benefit of the siphon which forms part of the Irrigation Infrastructure to carry water supply from the main water channel to the subsidiary water channel to be used by the Grantee or the Grantee's Authorised Users for Irrigation purposes.

2.2 Conditions which apply to the Easement

The Easement is subject to the right of:

- (a) the Grantor;
- (b) the Grantor's Authorised Users;
- (c) the Management Body; and
- (d) all other persons lawfully entitled to use the Easement Area from time to time,

to use or continue to use the Easement Area in any manner which is not inconsistent with the Easement.

2.3 Benefit and burden of Easement

The benefit of this Easement is for and runs with the Dominant Tenement. The burden of this Easement runs with and binds the Servient Tenement.

3. Grantee's covenants

3.1 Use of Easement Area

The Grantee hereby covenants with the Grantor that the Grantee and the Grantee's Authorised Users:

- (a) must not use the Easement Area for any purpose other than specified in this Deed;
- (b) must not cause or permit the obstruction of the Easement Area;
- (c) must not cause or permit any Contamination, Pollution or Environmental Harm to occur in, on or under the Easement Area or to the Surrounding Area, and if any Contamination, Pollution or Environmental Harm is caused by the Grantee or the Grantee's Authorised Users, the Grantee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the Grantor and the Management Body;
- (d) must not permit or cause any damage to the Irrigation Infrastructure, the Easement Area or the Surrounding Area;
- (e) must not do any act, matter or thing within the Easement Area which would constitute a nuisance or fire hazard or which could cause injury or damage to any improvement on the Easement Area, including but not limited to the Irrigation Infrastructure;
- (f) must repair or remedy any damage caused:
 - (i) by the Grantee or the Grantee's Authorised Users to; or
 - (ii) in connection with the Grantee or the Grantee's Authorised Users use of, the Irrigation Infrastructure, Easement Area or the Surrounding Area, and improvements and Services in, on, under or over the Easement Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation to the satisfaction of the Management Body;
- (g) must comply with all Laws that apply to the Easement Area;
- (h) must exercise its rights in respect of the Easement Area in a manner that does not prevent or prejudice the use of the Easement Area by other persons who use the Easement Area by other persons who use the Irrigation Infrastructure and the Easement Area;
- (i) must upon expiry, cancellation, termination or surrender of the Easement, remediate the Easement Area to the satisfaction of the Grantor and the Management Body; and
- (j) must comply with any reasonable directions of the Grantor, the Management Body or their employees as to the manner in which the Grantee's rights are exercised.

4. Grantor's covenants

4.1 Maintenance of Easement Area

- (a) The Grantor must at its own cost be responsible for the full and proper maintenance, care and upkeep of the Irrigation Infrastructure during the subsistence of this Easement.
- (b) The Grantor, in carrying out the maintenance, care or upkeep of the Irrigation Infrastructure located upon or within the Easement Area:

- (i) must, where maintenance or other works to be carried out within the Easement Area are other than of an emergency nature or of a minor routine nature (in which case no notice is required), give 5 Business Days prior notice in writing to the Management Body of the Servient Tenement of the nature of and the estimated duration of those works;
- (ii) must carry out and complete any work commenced at any time and for any purpose within the Easement Area in a proper and workmanlike manner with all proper speed and:
 - (A) fill in, consolidate and level off any holes or trenches made by those works within the Easement Area;
 - (B) carry away all earth and rubbish; and
 - (C) reinstate and make good the surface area of the Easement Area within a reasonable period to the satisfaction of the Management Body;
- (iii) must, to the satisfaction of the Management Body, while the soil or surface of the Easement Area is open during the progress of any work, ensure that the same is properly guarded and affix adequate signs or notices for the warning of persons likely to be endangered by such work;
- (iv) must, to the satisfaction of the Management Body, immediately fill, compact and level any part of the Easement Area which may have suffered any subsidence;
- (v) must, to the satisfaction of the Management Body, repair or remedy any damage caused by the Grantor or the Grantor's Authorised Users to the Easement Area or the Surrounding Area, and improvements and Services in, on, under or over the Easement Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation; and
- (vi) must comply with all Laws that apply to the Easement Area.

5. Indemnity, release and insurance

5.1 Indemnity and release

The Grantee hereby covenants with the Grantor to indemnify and keep indemnified, and release and keep released, the Grantor, the Management Body and the State and all officers, servants, agents, contractors, invitees and licensees of any of them (**Indemnified Parties**) from and against all actions claims proceedings suits judgments demands losses costs and expenses (including the costs of defending or settling any action claim proceeding suit or demand) whatsoever (whether based in contract tort or statute or otherwise howsoever or any combination thereof) which may at any time be brought maintained or made against or incurred by all or any one or more of the Indemnified Parties:

- (a) in respect of any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Easement Area and including the property of:
 - (i) any of the Indemnified Parties;
 - (ii) the Grantee, or the Grantee's Authorised Users; and
- (b) in respect of the death of, injury to or illness of, any person including:
 - (i) the Indemnified Parties;
 - (ii) the Grantee, or the Grantee's Authorised Users,

directly or indirectly caused by or arising out of or in connection with:

- (c) the use of the Easement Area by the Grantee or the Grantee's Authorised Users;
- (d) the exercise or enjoyment of any of the rights conferred on the Grantee or the Grantee's Authorised Users under this Deed;
- (e) any Contamination Pollution or Environmental Harm to the Easement Area or the Surrounding Area caused or contributed to by the Grantee or the Grantee's Authorised Users;
- (f) any remediation required in respect of the Easement Area or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency relating to the Easement Area arising from or relating to the use of the Easement Area by the Grantee or the Grantee's Authorised Users;
- (g) any default by the Grantee in the due and punctual performance of or compliance with any of the terms covenants and conditions contained in this Deed, or any other Law; or
- (h) any negligent or other tortious act or omission of the Grantee or the Grantee's Authorised Users,

except to the extent such damage, loss, destruction or injury is caused or contributed to by the Grantor.

5.2 Insurance

- (a) The Grantee must effect, maintain and keep current with an insurer of good repute to the satisfaction of the Grantor, a public risk insurance policy for the Insurance Amount for any one claim, or any other amount reasonably required by the Grantor from time to time consistent with usual prudent commercial practice and which includes the interests of the Grantor and Management Body under this Deed and covers all claims and losses howsoever arising or caused, including those in respect of:
 - (i) any illness of, injury to or death of, any person;
 - (ii) the loss of use of any property, including the property of any of the Indemnified Parties;
 - (iii) liability arising out of any Contamination, Pollution or Environmental Harm or to the Easement Area or Surrounding Area; or
 - (iv) any claims, risk and events covered under the indemnities provided by the Grantee to the Grantor and Management Body under this Deed.
- (b) Any policy of insurance effected pursuant to this clause must contain such conditions, endorsements and exclusions as are reasonably acceptable to the Grantor having regard to the insurance commonly effected for the risks in question.
- (c) The Grantee must give the Grantor a copy of the certificate of currency for the policy of insurance referred to in subclause (a) at the date of execution of this Deed, and the Grantee is to submit evidence to the Grantor on each anniversary of the date of execution of this Deed, or as otherwise requested by the Grantor, which shows that the insurance policy is still current.
- (d) The Grantee is deemed to have satisfied the requirements in clauses 5.2(a), 5.2(b) and 5.2(c) if the Grantor and the Management Body receives a copy of the certificate of currency for the policy of insurance referred to in subclause (a) from the lessee for the time being under the Goomig Common Area Lease and Infrastructure Management Agreement to which the Grantor is the lessor.

6. Non-exclusive easement

6.1 Other easements or interests

- (a) The Grantee acknowledges that the Grantor and the Minister may, in their absolute discretion, grant other easements or interests in, on, under, over, through or across the Easement Area to any Public Utility or other persons provided that the rights and privileges conferred on the Grantee by this Deed will not be materially interfered with.
- (b) The Grantee hereby consents to the Grantor and the Minister granting other easements or interests in respect of the Easement Area as described in subclause (a). If any further evidence of such consent is required for registration or other purposes, then the Grantee undertakes it will sign all further documents, if any, and do all things necessary to show that such consent is provided.

6.2 Land under care, control and management

If any part of the Servient Land comprises land that is under the care, control and management of a Management Body, the Grantee undertakes to exercise its rights under this Easement and to ensure that any rights of the Grantee's Authorised Users under this Easement, are exercised in a manner which will not interfere with the care, control and management of such land.

6.3 Enforcement of covenants by the Management Body

The Parties acknowledge and agree that the Management Body may enforce the benefit of the terms and conditions of this Deed, covenant or agreement over the Easement Area pursuant to Section 11 of the *Property Law Act 1969* (WA).

7. General provisions

7.1 Severance

If a Court determines that a word, phrase, sentence, paragraph or clause in this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.

7.2 Continuing indemnities

The indemnity contained in clause 5 continues in full force and effect notwithstanding that the Easement may terminate for any reason in respect of any act, deed, matter or thing occurring prior to termination of the Easement.

7.3 Applicable law

This Deed shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the Parties submit to the jurisdiction of the courts of that State.

7.4 Waiver and variation

A provision or a right created under this Deed may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) varied except in writing signed by the Parties.

7.5 Grantee's cost

Except if expressly stated otherwise in this Deed, anything required to be done by the Grantee is at its cost and risk.

7.6 Duty and registration fees

The Grantee must pay any duty, penalties or fines payable in respect of any dutiable transaction or other matter to which this Deed relates under the *Duties Act 2008* (WA) and any registration fees payable in respect of this Deed or other documents entered into under the terms of this Deed.

8. Notice provisions

- (a) Any notice, consent or other writing authorised or required by this Deed to be given or sent (**Notice**) must be in writing and shall be deemed to have been duly given or sent:
 - (i) by the Grantor if signed by the Grantor or a duly authorised delegate of the Grantor or by the Director General or by any senior officer of the Department acting by the direction of the said Director General and forwarded by prepaid post to the Grantee at the Grantee's Address for Service; and
 - (ii) by or on behalf of the Grantee if signed by the Grantee or by any director, executive officer or other duly authorised officer for the time being of the Grantee or any other person proven to be authorised by the Grantee and forwarded by prepaid post to the Grantor at the Grantor's Address for Service.
- (b) If the Easement Area becomes freehold land under the *Transfer of Land Act 1893* (WA) Notices must be sent to the registered proprietor of the land at its address shown in the register book kept under the *Transfer of Land Act 1893* (WA) or other address of the proprietor then last known to the Grantee.
- (c) A Notice sent by prepaid post is deemed to have been received by the recipient 3 Business Days after posting by the sender.

9. Goods and services tax

9.1 Easement fee exclusive of GST

The Easement Fee is exclusive of GST, and GST (if applicable) is payable in addition to the amount of the Easement Fee.

9.2 Grantee to pay GST

The Grantee must pay any GST payable by the Grantor in respect of a Taxable Supply made under the Easement, to the Grantor on demand.

9.3 Tax invoice

Where GST is payable, the Grantor must provide to the Grantee, if required by the Grantee, a Tax Invoice in the format and form required as set out in the GST Act.

9.4 Notification is conclusive

A written notification given to the Grantee by the Grantor of the amount of GST that the Grantor is liable to pay on a Taxable Supply made or to be made under the Easement is conclusive between the Parties except in the case of an obvious error.

9.5 The Grantee must pay GST at same time

The Grantee must pay to the Grantor the amount of the GST that the Grantor is liable to pay under the Easement:

- (a) at the same time; and
- (b) in the same manner,

as the Grantee is obliged to pay for the Taxable Supply.

9.6 Apportionment of GST

Where a Taxable Supply is not separately supplied to the Grantee, the liability of the Grantee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Grantee's proportion of that Taxable Supply is determined.

9.7 Other supplies

If there is a supply by any Party, which is a Taxable Supply and is not covered by clause 9.1, then the consideration for the supply shall be increased by an amount calculated as:

$A \times R$

where:

A is the amount of the consideration for the supply apart from clause 9.1; and

R is the rate of GST applicable to the supply.

Executed by the parties as a Deed on the

day of

in the year

GRANTOR TO SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

GRANTEE/GRANTEES SIGN HERE (NOTE 7)

Signed

Signed

In the
presence of

In the
presence of

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

NOTES

1. **SERVIENT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **DOMINANT TENEMENT**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent – Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
3. **ENCUMBRANCES ON SERVIENT TENEMENT**
To be identified by nature and number, if none show "nil".
4. **CONSIDERATION**
To be expressed in words.
5. **EASEMENT**
Describe easement being granted and its purpose.
6. **GRANTEE**
State the full name of the Grantee/Grantees and the address/addresses to which future notices can be sent. If a minor state date of birth.
7. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

Office Use Only

EASEMENT (E)

LODGED BY
ADDRESS

PHONE No.
FAX No.
REFERENCE No.
ISSUING BOX No.

PREPARED BY
ADDRESS

PHONE No.
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

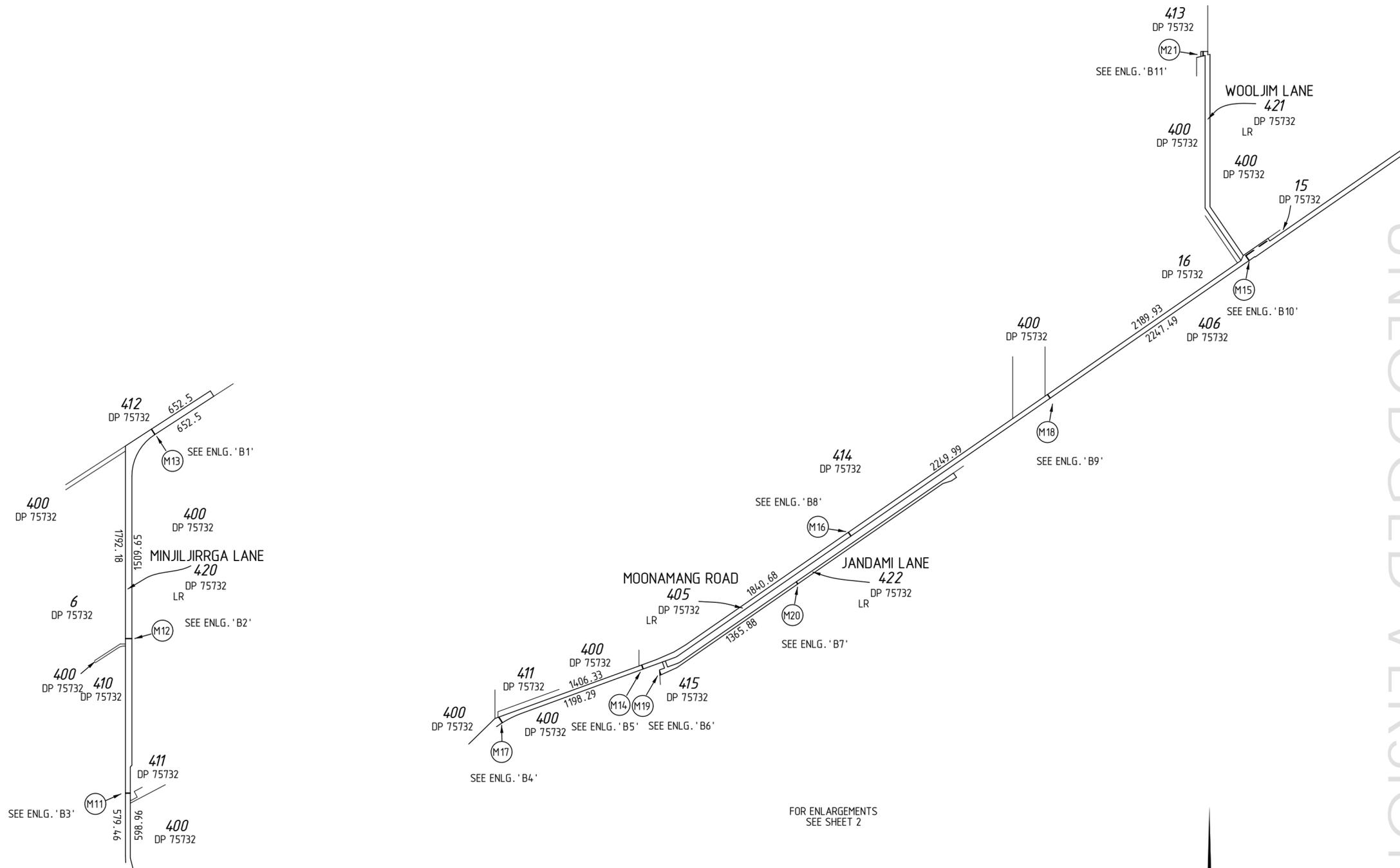
AMENDMENTS TABLE

VERSION	AMENDMENT	AUTHORISED BY	DATE

UNLOGGED VERSION FOR INTEREST PURPOSES ONLY

UNLOGGED VERSION

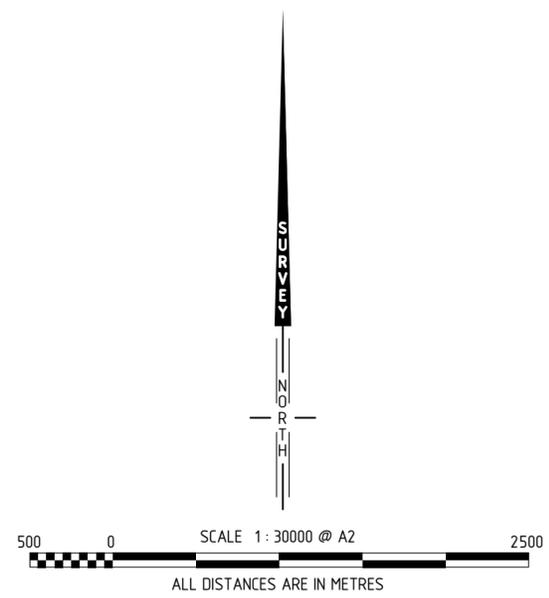
UNLOGGED VERSION



INITIAL INTERESTS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(M11), (M12), (M13)	EASEMENT	SEC 144 OF LAA	DOC	LOT 420 ON DP 75732	SEE DOC	
(M14), (M15), (M16), (M17), (M18)	EASEMENT	SEC 144 OF LAA	DOC	LOT 405 ON DP 75732	SEE DOC	
(M19), (M20)	EASEMENT	SEC 144 OF LAA	DOC	LOT 422 ON DP 75732	SEE DOC	
(M21)	EASEMENT	SEC 144 OF LAA	DOC	LOT 421 ON DP 75732	SEE DOC	

29 July 2014



TYPE CROWN	
PURPOSE INTEREST	
PLAN OF EASEMENT AND/OR OTHER INTEREST OVER LOT 405 (MOONAMANG ROAD), 420 (MINJILJIRRG LANE), 421 (WOOLJIM LANE) & 422 (JANDAMI LANE) ON DP 75732	
DISTRICT KING	S.S.A. NO
TOWNSITE	
R.D.L. FILE No. 51160-2005	FORMER TENURE
LOCALITY KUNUNURRA	
LOCAL AUTHORITY SHIRE OF WYNDHAM-EAST KIMBERLEY	
FIELD BOOK	ON INDEX CAMBRIDGE GULF (250)
SURVEYOR'S CERTIFICATE - Reg 54 I, Nathan A. ALLISTER, hereby certify that this plan is accurate and is a correct representation of the - (a) survey, and/or (b) calculations from measurements. I delete if inapplicable, undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.	
Licensed Surveyor Date	
4 Derringding Way, Kununurra, W.A., 6743 P: (08) 9169 3405 E: admin@surveynorth.com.au	
SCALE: 1:30000 at A2	Job No.: 95948 Ref: 50247dp-006c DP400731.CSD
ALL DISTANCES ARE IN METRES	
LODGED	TYPE OF VALIDATION
DATE	FULL AUDIT CERTIFIED
FEE PAID	LEGAL COMPONENT CORRECT
ASSESS No.	DOCKET PLAN I.S.C.
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE	
EXEMPT FROM WAPC APPROVAL	
Delegated under Sec 16 P & D Act 2005 DATE	
SUBJECT TO IN ORDER FOR DEALINGS	
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
APPROVED	
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
Western Australian Land Information Authority	
DEPOSITED PLAN	
400731	
SHEET 01 OF 02 SHEETS	
VERSION 1	120 of 265

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Minutes Ordinary Council Meeting

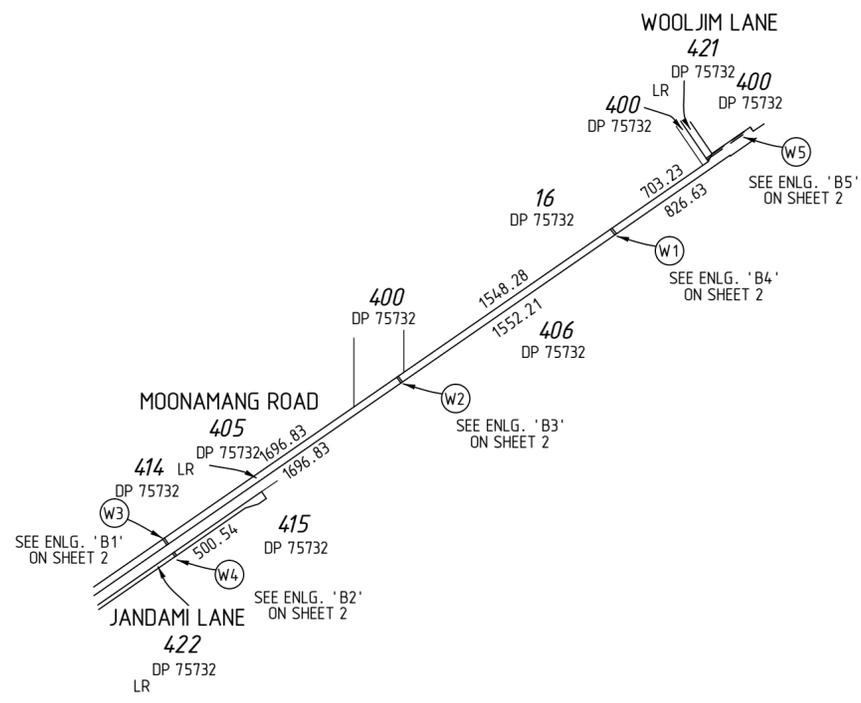
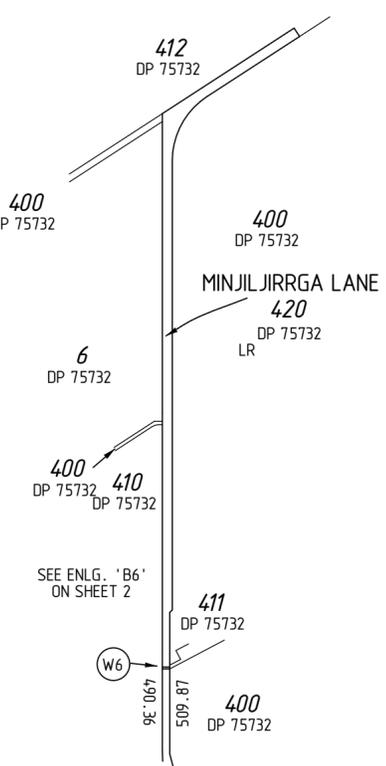
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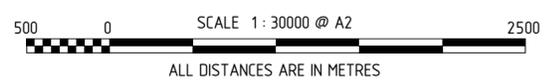
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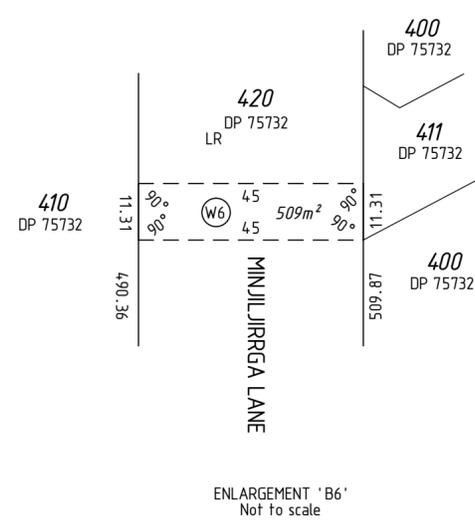
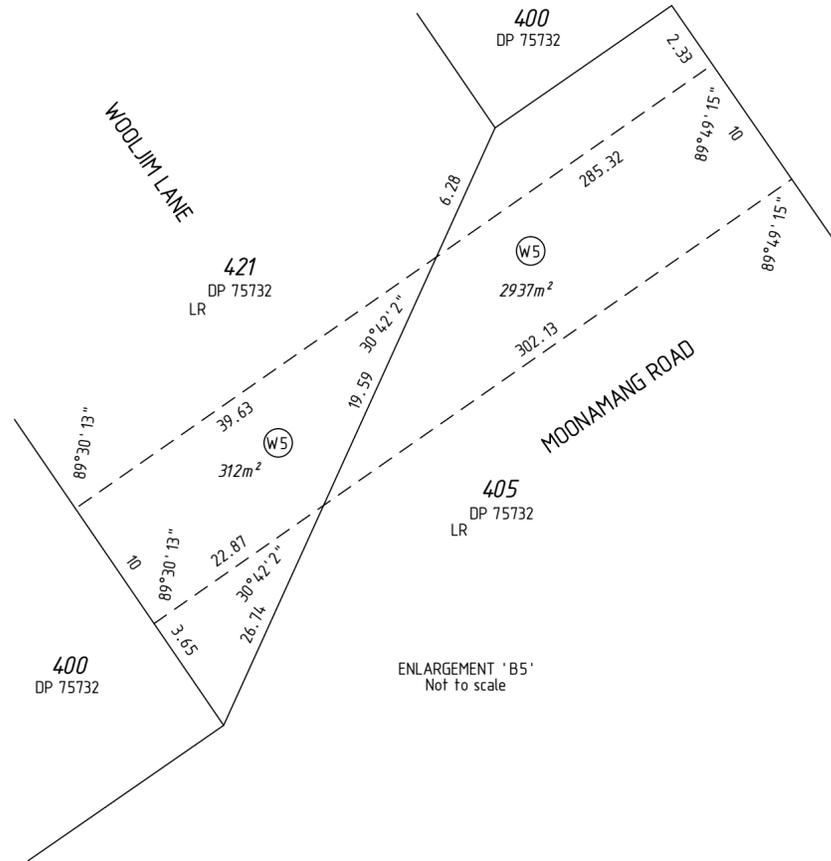
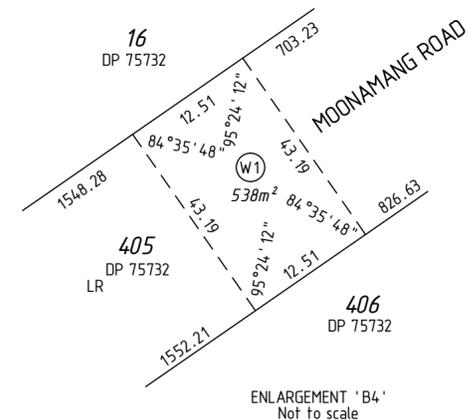
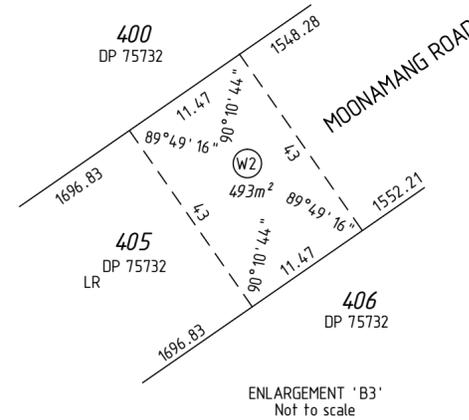
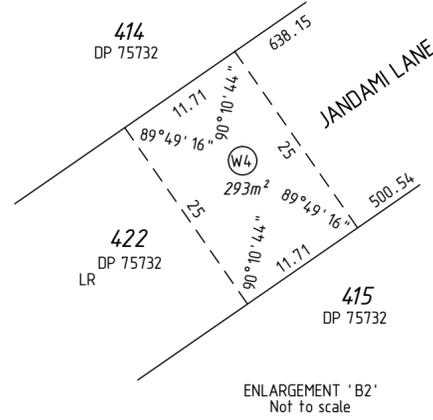
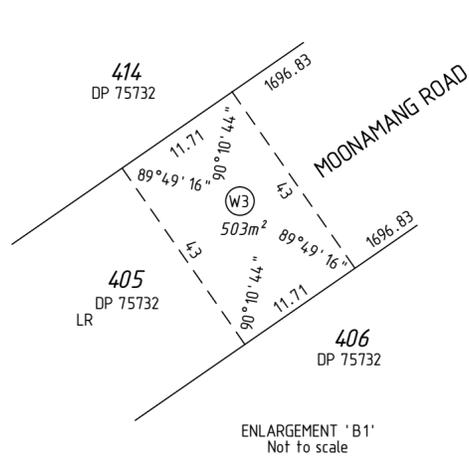
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(W1), (W2)	EASEMENT	SEC 144 OF LAA	DOC	LOT 405 ON DP 75732	SEE DOC	
(W3)	EASEMENT	SEC 144 OF LAA	DOC	LOT 422 ON DP 75732	SEE DOC	
(W4)	EASEMENT	SEC 144 OF LAA	DOC	LOTS 405 & 421 ON DP 75732	SEE DOC	
(W5)	EASEMENT	SEC 144 OF LAA	DOC	LOT 420 ON DP 75732	SEE DOC	
(W6)	EASEMENT	SEC 144 OF LAA	DOC	LOT 420 ON DP 75732	SEE DOC	

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TYPE CROWN	
PURPOSE INTEREST	
PLAN OF EASEMENT AND/OR OTHER INTEREST OVER LOT 405 (MOONAMANG ROAD), 420 (MINJILJIRGA LANE) & 422 (JANDAMI LANE) ON DP 75732	
DISTRICT 51160-2005	S.S.A. NO
TOWNSITE	FORMER TENURE
R.D.L. FILE No. KUNUNURRA	
LOCALITY KUNUNURRA	
LOCAL AUTHORITY SHIRE OF WYNDHAM-EAST KIMBERLEY	
FIELD BOOK	ON INDEX CAMBRIDGE GULF (250)
SURVEYOR'S CERTIFICATE - Reg 54 I, Nathan A. ALLISTER, hereby certify that this plan is accurate and is a correct representation of the - (a) "survey, and/or (b) "calculations from measurements. ("delete if inapplicable), undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.	
Licensed Surveyor _____ Date _____	
4 Derringding Way, Kununurra, W.A., 6743 P: (08) 9169 3405 E: admin@surveynorth.com.au	
SCALE: 1:30000 at A2	Job No.: 95948 Ref: 50247dp-007c DP400732.CSD
ALL DISTANCES ARE IN METRES	
LOGGED	TYPE OF VALIDATION
DATE	FULL AUDIT. CERTIFIED CORRECT.
FEE PAID	LEGAL COMPONENT. I.S.C.
ASSESS No.	DOCKET PLAN. F.S.C.
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE _____ EXEMPT FROM WAPC APPROVAL <small>Delegated under Sec 16 P & D Act 2005</small> DATE _____	
SUBJECT TO IN ORDER FOR DEALINGS	
APPROVED INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE _____	
 Western Australian Land Information Authority	
DEPOSITED PLAN 400732 SHEET 01 OF 02 SHEETS	
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FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 1

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DRAFT
ALL AREAS AND DIMENSIONS
ARE SUBJECT TO FINAL SURVEY
AND WAPC APPROVAL

Licensed Surveyor	Date	 Landgate Western Australian Land Information Authority	
 Member of the McMULLENOLAN GROUP <small>Job No.: 95948 - Ref.: 50247dp-007c DP400732.CSD</small>			
SCALE:	NOT TO SCALE ORIG @ A2 ALL DISTANCES ARE IN METRES	DEPOSITED PLAN <h1>400732</h1>	
SHEET 02 OF 02 SHEETS	VERSION 1		

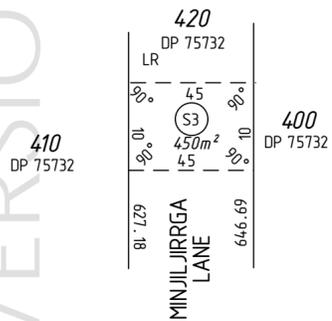
AMENDMENTS TABLE

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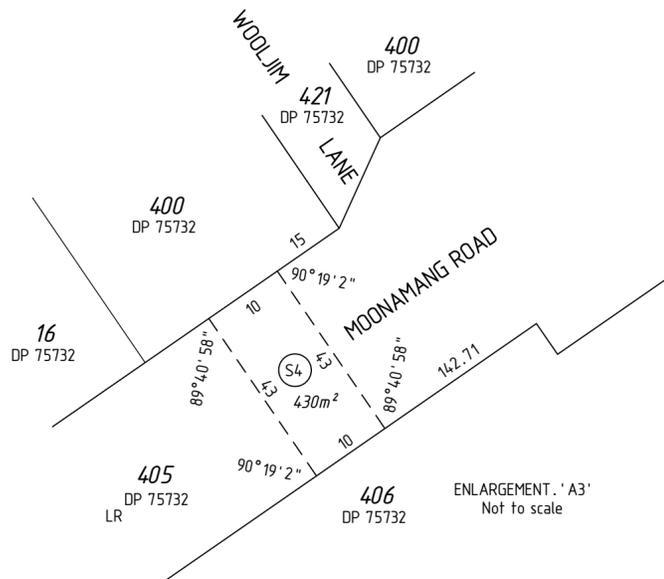
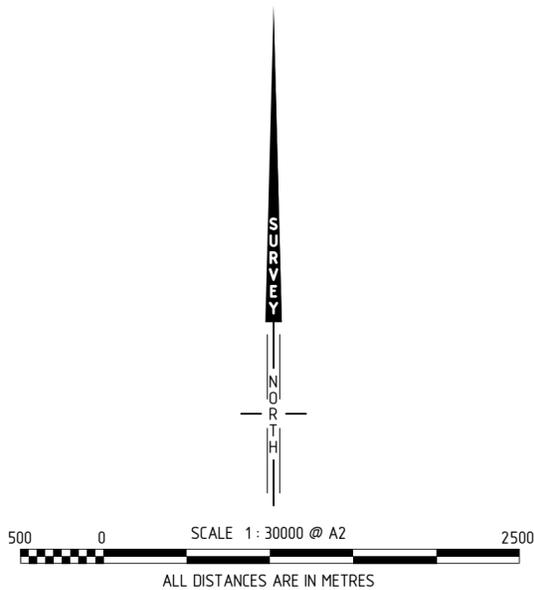
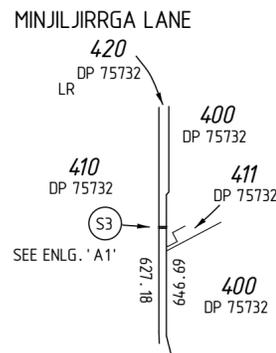
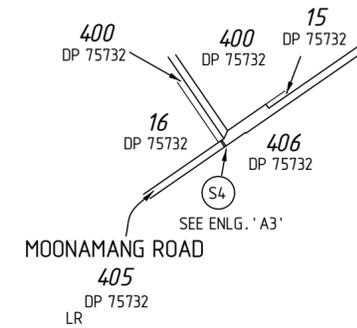
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UNLOGGED VERSION

UNLOGGED VERSION



ENLARGEMENT 'A1'
Not to scale



ENLARGEMENT 'A3'
Not to scale

INITIAL INTERESTS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
S3	EASEMENT	SEC 144 OF LAA	DOC	LOT 420 ON DP 75732	SEE DOC	29 July 2014
S4	EASEMENT	SEC 144 OF LAA	DOC	LOT 405 ON DP 75732	SEE DOC	

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TOWNSITE	
R.D.L. FILE No. 51160-2005	FORMER TENURE
LOCALITY KUNUNURRA	
LOCAL AUTHORITY SHIRE OF WYNDHAM-EAST KIMBERLEY	
FIELD BOOK	ON INDEX CAMBRIDGE GULF (250)
SURVEYOR'S CERTIFICATE - Reg 54 I, Nathan A. ALLISTER, hereby certify that this plan is accurate and is a correct representation of the - (a) survey, and/or (b) calculations from measurements, (delete if inapplicable), undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. Licensed Surveyor _____ Date _____	
4 Derringding Way, Kununurra, W.A., 6743 P: (08) 9169 3405 E: admin@surveynorth.com.au Member of the McMULLENOLAN group	
SCALE: 1:30000 at A2	Job No.: 95948 Ref: 50247dp-009d DP400734_CSD
ALL DISTANCES ARE IN METRES	
LODGED	TYPE OF VALIDATION
DATE	FULL AUDIT CERTIFIED CORRECT
FEE PAID	LEGAL COMPONENT I.S.C.
ASSESS No.	DOCKET PLAN F.S.C.
APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE EXEMPT FROM WAPC APPROVAL <small>Delegated under Sec 16 P & D Act 2005</small> DATE	
SUBJECT TO <u>IN ORDER FOR DEALINGS</u>	
For INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
APPROVED	
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
Western Australian Land Information Authority	
DEPOSITED PLAN 400734	
SHEET 01 OF 01 SHEETS	
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13.3.5 Cumbungi, Lily Creek Lagoon

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Lily Creek Lagoon
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	CP.06.3

PURPOSE

To seek direction from Council on commencement clean-up of Lilly Creek Lagoon as a result of flood damage from the February 2014 tropical low event.

BACKGROUND

In 2008 the Shire consulted with various community groups in relation to the management of Lily Creek Lagoon. From these discussions a Vegetation Management Plan (VMP) was adopted by the Shire in relation to how it would be involved with vegetation management in Lily Creek Lagoon and the lake in general.

FINANCIAL IMPLICATIONS

Since the adoption of the VMP the Shire has purchased a second hand weed harvester and has made budget allocations of \$100,000 pa to operate and maintain a Cumbungi clearing program in accordance with the Shire's VMP, Department of Environment and Regulation (DER), 'vegetation clearing permit' and Department of Water (DoW), 'bed and bank' licence to do so.

STATUTORY IMPLICATIONS

It is the Author's understanding that the Lagoon 'floor bed' is an asset of the Department of Lands (DoL) and that the water is a 'resource' of Department of Water (DoW), 'managed' by Watercorp (WC).

STRATEGIC IMPLICATIONS

Strategic Community Plan (SCP) 2012 – 2022:

There is no direct link to the Shires SCP for this matter. As such Shire Officers are seeking direction from Council on a preferred method of managing the Cumbungi.

POLICY IMPLICATIONS

Shire Lily Creek Lagoon, Vegetation Management Plan (VMP).

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

In July 2009 the Shire with Kimberley Environmental Solutions setup a trial to remove aquatic plants from the Lily Creek lagoon area.

Having secured permission from DPI and DEC (now DER) via a clearing permit the trial was started on the 1st of June 2009.

The harvester cleared approximately a 17Ha area of Cumbungi, Ribbon Weed and Potamogeton (pond weed).

The Shire then sought support from various government agencies to financially support the Shire in the improvements being made.

The Shire received a once off payment from Regional Development and Lands (RDL) for the amount of \$50,000 (total support requested was \$300,000) with letters of support produced by other State Departments / Authorities.

In August 2010 the Shire made an outright purchase (\$115,000) of a second hand Aquatic Weed Harvester.

The Shire has utilised the Weed Harvester over the past couple of years. The harvester is now coming to the end of its operating life. Staff have asked Argyle Engineering to inspect the harvester and they advised that the pontoons are in a state of disrepair (internal rusting) from when the harvester was possibly used in a salty region. This means there is a likelihood that the harvester may sink in the near future. This poses a safety risk to staff utilising the machine. Staff have also had the motor inspected by a mechanic and similar issues were found in relation to rust and a general lack of maintenance to the machine.

In the past the Shire has undertaken machinery removal of the Cumbungi weed close to the bank and sprayed the weed in unreachable areas as per the VMP.

The tropical low event of February 2014 washed large 'mats' of Cumbungi vegetation into the lagoon, some of it containing small trees.

Staff have coordinated a program to use the Department Parks and Wildlife (DPAW) boat and try and push the mats out into the Ord River to go over the diversion dam wall. Some of the larger mats could not be navigated thru the channel in the lagoon. As such the majority of mats have been pushed closer to the banks where the prevailing winds would hopefully keep them until a removal plan could be implemented.

The DoW have given permission for the Shire to poison and burn the mats, no other support or funding has been provided by any State Government Authority.

The Shire is receiving regular complaints from business operators associated with tourism e.g. Lakeside Caravan Park and accommodation providers along the Victoria Highway.

Shire staff are reluctant to undertake the poisoning program at this time as there are concerns that due to the size of some of the mats they cannot be sprayed in total.

Additionally it will take some time for dead Cumbungi mats to break down and sink to the lagoon floor bed. The dead mats would also be an ideal target for an arsonist and would become a bigger eyesore should this happen.

As mentioned earlier the Lagoon and Cumbungi mats are not a Shire asset.

There are various options for Cumbungi removal for the 'flood mats' and normal ongoing 'maintenance':

1. Buy a boat and spray using Council resources: a suitable boat would cost in the order of \$12,000 plus spray equipment fit out of approximately \$2,000, additional labour and materials budget would be required to operate the ongoing spray program. This option would be good for 'maintaining' regrowth of Cumbungi after a clear up program of flood Cumbungi. If this 'spray only' approach was the only option used, the current flood Cumbungi will take some time to clean up;
2. Engage a contractor to spray: a local spray contractor provides this service and a cost estimate is being discussed at the time of preparation of this report, it must be noted that the issues associated with this 'spray only' option are similar to '1' above;
3. Fix up the weed harvester boat and Council continue to harvest: The existing machines' pontoons could be filled with 'foam' at an estimated cost of \$12,000 (Note: an assessment of the stability of the boat due to additional foam weight would need to be undertaken first). The boat engine requires some repairs estimated at \$2,500. If the existing boat could be renewed at a cost of approximately less than \$20,000 it could be used to remove Cumbungi but not the mats containing trees etc. This would require a manual removal program by either using the weed harvester to push treed mats to shore for removal by excavator or removal by hiring in an excavator on pontoon. Estimates are currently being sought for this.

By bringing in an excavator on a pontoon setup, the backlog of flood treed Cumbungi could be removed as a once off exercise (estimated at \$85,000). Renewal of the existing weed harvester (est. \$20,000) and purchase of a boat for spraying (est. \$14,000), both operated by Council staff (est. for labour, materials, maintenance etc., \$60,000 p.a.) would enable ongoing maintenance of the Cumbungi.

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council consider in its 2014 / 2015 budget discussions the allocation of funds for:

- 1) Renewal of the Shires existing weed harvester \$20,000 Capital Works;
- 2) \$14,000 for a spraying program;
- 3) Labour, materials, maintenance, etc. \$60,000 Operating p.a.;
- 4) Hiring in a 'once off' contract weed harvester with excavator, compactor truck \$85,000 Operating, to remove flood Cumbungi; and
- 5) Waste fees and charges associated with 'once off' flood Cumbungi \$20,000 Operating Cost

MOTION

Cr D Spackman moves that Council defer the item 13.3.5 Cumbungi, Lily Creek Lagoon to the next Briefing Session.

COUNCIL DECISION

Minute No. 10480

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council defer the item 13.3.5 Cumbungi, Lily Creek Lagoon to the next Briefing Session.

Carried 7/1

**For: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr K Wright, Cr D Spackman,
Cr G Taylor, Cr G King**

Against: Cr S Cooke

Cr B Robinson enters Chambers at 5.34pm

Cr G King leaves Chambers at 5.34pm

13.3.6 Request for Waiver of Waste Charges Kununurra Race Club

DATE:	29 July 2014
PROPONENT:	Kununurra Race Club
LOCATION:	Kununurra Race Course
AUTHOR:	Beck Foulkes-Taylor, Infrastructure Support Officer
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure Services
FILE NO:	WM.05.2

PURPOSE

For Council to consider a request from the Kununurra Race Club for Council to waive landfill gate fees for the Annual Race Round, Ladies Day, 23 August and Cup Day, 30 August 2014.

BACKGROUND

The Shire has adopted a 'user pay' approach to waste management, setting fees and charges on a 'whole of life cycle' cost basis.

Toxfree have previously provided sponsorship to the club for the provision of waste receptacles and removal of waste. Until the Shire made changes last year to its waste operation and new systems to ensure 'all' waste generator's pay for waste disposal, Toxfree deposited their businesses waste with no charges. Toxfree are now required to pay for all waste they deliver to the landfill from their 'private' business operations. As Toxfree are no longer able to tip for free, the community group they sponsor must bear the charges for their waste.

The Kununurra Race Club has requested an exemption from the charges for the disposal of their rubbish from the Annual Race Round, Ladies Day 23 August and Cup Day 30 August 2014.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

Council needs to ensure that it does not create a 'precedent' with implications for Policy.

FINANCIAL IMPLICATIONS

Toxfree have been contacted to determine what the traditional volumes of waste have been. The estimated value of Waste Charges for the race days are \$2,000.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022:

Goal 3: Protection and Enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities.

Objective 3.4: Protection and enhancement of community facilities.

Strategy 3.4.3: Ensure Shire facilities are planned and managed to meet community needs.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

There are a number of other 'community events' that Toxfree have sponsored for waste removal with the Shire bearing the cost of processing waste generated. The Shire receives no recognition from these community groups for the value of waste fees foregone.

If the Shire was to support 'not for profit' community groups by waiver of fees, the Shire should receive some recognition, similar to that the event organisers do by recognising Toxfree as a 'sponsor' of the event.

ATTACHMENTS

Attachment 1 – Letter from Kununurra Race Club Inc.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advise the Kununurra Race Club Inc. that waste charges for waste generated for the two (2) events, Ladies Day 23 August and Cup Day 30 August 2014 will not be charged subject to recognition of the Shire as a sponsor for each event.

MOTION

Cr K Wright moves that Council advise the Kununurra Race Club Inc. that waste charges for waste generated for the two (2) events, Ladies Day 23 August and Cup Day 30 August 2014 will be charged but encourages the Kununurra Race Club Inc. to apply for a Community Event Waste Management Grant to cover such costs.

COUNCIL DECISION

Minute No. 10481

Moved: Cr K Wright

Seconded: Cr G Taylor

That Council advise the Kununurra Race Club Inc. that waste charges for waste generated for the two (2) events, Ladies Day 23 August and Cup Day 30 August 2014 will be charged but encourages the Kununurra Race Club Inc. to apply for a Community Event Waste Management Grant to cover such costs.

Carried 7/1

For: Cr J Moulden, Cr D Learbuch, Cr K Wright, Cr D Spackman, S Cooke, Cr G Taylor, Cr B Robinson

Against: Cr R Dessert

Cr G King enters Chambers at 5.46pm

KUNUNURRA RACE CLUB
PO BOX 140
KUNUNURRA. WA. 6743



The Community Facility Officer,
Shire of Wyndham East Kimberley,
PO Box 614,
Kununurra WA 6743

Dear Sir/Madam,

Re – Annual Race Round - Ladies Day 23rd August and Cup Day 30th August 2014.

We write to advise that the Club will once again be conducting the above community functions this year and as a voluntary run organisation we wish to conform with your requirements and advise that we will be making application for an Occasional Liquor license for both days.

We would also like to apply for exemption from the charges for the disposal of the rubbish from these 2 functions.

Trusting your department will be able to assist with this request and thanking you in anticipation.

Yours sincerely

A handwritten signature in blue ink, appearing to be "G Warnock", with a long horizontal line extending to the right.

Geoff Warnock
Secretary
Kununurra Race Club Inc.
14th July 2014

13.3.7 Request for Waiver of Waste Charges Ord Pistol Club

DATE:	29 July 2014
PROPONENT:	Ord Pistol Club
LOCATION:	Kununurra
AUTHOR:	Beck Foulkes-Taylor, Infrastructure Support Officer
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure Services
FILE NO:	WM.05.2

PURPOSE

For Council to consider a request from Ord Pistol Club to waive Waste Charges on a regular basis for waste generated from activities at its Kununurra facility.

BACKGROUND

The Shire has adopted a 'user pay' approach to waste management, setting fees and charges on a 'whole of life cycle' cost basis.

The Ord Pistol Club is seeking to dispose of small quantities of general waste on a regular basis at the Kununurra landfill.

STATUTORY IMPLICATIONS

There are no statutory implications associated with this report.

POLICY IMPLICATIONS

Council needs to ensure that it does not create a 'precedent' with implications for Policy.

FINANCIAL IMPLICATIONS

The Ord Pistol Club's waste disposal requirements would not normally exceed two (2) Sulo bins (about a half a cubic metre) per month. The waste to be disposed would mainly consist of paper and cardboard target material and empty drink bottles etc. The annual waste charges are therefore estimated at \$300.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022:

Goal 3: Protection and Enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities.

Objective 3.4: Protection and enhancement of community facilities.

Strategy 3.4.3: Ensure Shire facilities are planned and managed to meet community needs.

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Under their interim leasing arrangements the club is not considered as a ratepayer and is exempt from rates, as such they do not receive a bin service or waste disposal voucher. The Ord Pistol Club currently requires access to waste disposal of some kind, until the Shire is able to finalise new leasing arrangements for lessees' of Shire Property.

The Pistol Club is seeking a waste voucher to dispose of general waste on an 'as required' basis, and a waiver of waste disposal charges until their leasing arrangements can be confirmed.

The Shire has received no recognition from the club for the value of waste fees foregone.

If the Shire was to support 'not for profit' community groups by waiver of fees, the Shire should receive some recognition.

ATTACHMENTS

Attachment 1 – Correspondence from Ord Pistol Club Inc.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council advise the Ord Pistol Club Inc. that:

- 1) The Shire will issue an annual waste voucher (similar to that provided to rural ratepayers) for weekly 240L bins to 30 September 2014, for waste generated by the club subject to recognition of the Shire as a sponsor of the Club;
- 2) The Club shall seek annual issue of subsequent waste vouchers (effective 1 October) from the Director Infrastructure subject to recognition of the Shire as a sponsor of the Club.

COUNCIL DECISION

Minute No. 10482

Moved: Cr S Cooke

Seconded: Cr D Spackman

That Council advise the Ord Pistol Club Inc. that:

- 1) **The Shire will issue an annual waste voucher (similar to that provided to rural ratepayers) for weekly 240L bins to 30 September 2014, for waste generated by the club subject to recognition of the Shire as a sponsor of the Club;**
- 2) **The Club shall seek annual issue of subsequent waste vouchers (effective 1 October) from the Director Infrastructure subject to recognition of the Shire as a sponsor of the Club.**

Carried 7/2

**For: Cr J Moulden, Cr D Learbuch, Cr K Wright, Cr D Spackman, Cr S Cooke, Cr G Taylor
Against: Cr B Robinson, Cr R Dessert**

Beck Foulkes-Taylor

From: Mail
Sent: Wednesday, 2 July 2014 7:20 AM
To: Beck Foulkes-Taylor
Subject: FW: Ord Pistol Club Waste Disposal.

Follow Up Flag: Follow up
Flag Status: Completed

From: Murray Shiner [<mailto:mbshiner@westnet.com.au>]
Sent: Tuesday, 1 July 2014 8:51 PM
To: Mail
Cc: Nev and Julie
Subject: Ord Pistol Club Waste Disposal.

Shire of Wyndham East Kimberley,

Waste disposal enquiry, att'n Beck.

As lessees of the Lot 375 Pistol Range site, Ord Pistol Club Inc. wish to enquire what arrangements can be made to allow for waste disposal from our site.

We occupy the site on an interim leasing arrangement while new tenancy terms are developed for sporting and other clubs in the Shire. There is a need to

dispose of a limited amount of general waste, perhaps one Sulo bin per month, but we do not presently have access to your disposal site. The Club is happy to

deliver waste to the site on an as needed basis but we need permission, (card etc.) to deposit waste at your site.

Can you kindly advise under what terms and conditions this will be possible. Any queries may be directed to Murray Shiner, (president) on 0409 681369

or to mbshiner@westnet.com.au

Yours sincerely,

Murray Shiner, President,

(for Ord PC Committee).

13.3.8 Speed Limit Review – Lake Argyle Road

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Lake Argyle Road
AUTHOR:	Kevin Hannagan, Director Infrastructure
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	TT.09.2 / N-4882

PURPOSE

To seek approval from Council to request Main Roads WA (MRWA) to review the current speed limits on Lake Argyle Road from the Victoria Highway Junction to Lake Argyle Village.

BACKGROUND

The Shire has previously requested Main Roads WA to review the speed limits on Lake Argyle Road without any success. Attached are copies of previous correspondence.

Councillors have requested that this matter be presented to MRWA again.

STATUTORY IMPLICATIONS

The *Road Traffic Act 1974 (Regulations) Section 111 (2a) (iii)*, allows the Governor of Western Australia to make regulations empowering Main Roads WA to erect traffic signs and traffic control devices.

The *Main Roads Act 1930 Section 16 (1b) and (1c)*, states that the Commissioner Main Roads WA is deemed to have the authorisation to operate traffic signs and traffic control signals and similar devices.

The *Local Government Act 1995 Section 9.46 (1)* provides that roads vested under the control and management of a local government are to be considered as property of the local government.

FINANCIAL IMPLICATIONS

Costs associated with the erection of speed signage are borne by Main Roads WA.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012 – 2022:

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.1: Manage and maintain assets in a strategic and cost effective manner

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

Lake Argyle Road is generally speed limited at 110km / hour with some sections set at lower limits as per Attachment 2 advice from Main Roads WA. This road is predominantly used by tourists with caravans during the dry season. The road is classified as a Local Distributor in the Shire's Roman Data Base, is thirty five km long, and is not lane marked. The pavement generally has a seal width of six (6) metres and is formed to a width of ten (10) metres and then drops off in some sections. The road is hilly and contains many bends approaching the tourist village, it also has a number of low level crossings that flow during the wet season.

The response from Main Roads WA advised that 'Informal feedback from a long term resident the Tourist Village Manager indicated that there was no anecdotal information of road speed issues'.

In 2012 Shire staff undertook traffic counts on the road at the approach 80km / hour sign before the Spill Way Creek crossing (SLK 22.700), this data collection also contains information on speeds on that section of road measured. Shire Officers have advised Kimberley Regional staff that speeds of up to 130km / hour were detected by the Shires traffic counts on the approach to the 80km / hour sign. No response has been received in relation to this information but it is acknowledged that speeding is a WA Police matter.

The Commissioner of Main Roads is the sole authority that determines speed limits on all public roads.

Several Councillors have sought discussion on the Shire resubmitting its request to Main Roads WA to review the posted speed limits on Lake Argyle Road between Victoria Highway and Lake Argyle Resort with a maximum speed limit of 80 km / hour.

Council may also consider referring the matter to the Shire's WALGA Roadwise Committee for support.

ATTACHMENTS

Attachment 1 – Letter to Main Roads WA requesting review of speed limits and response from Main Roads WA and Traffic Count data.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council requests the Chief Executive Officer or their delegate write to:

- 1) Main Roads WA requesting consideration of reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour; and
- 2) WALGA Roadwise Committee seeking support in reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour.

MOTION

Cr K Wright moves that Council requests the Chief Executive Officer or their delegate write to:

- 1) Main Roads WA requesting consideration of reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour; and
- 2) WALGA Roadwise Committee seeking support in reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour.

COUNCIL DECISION

Minute No. 10483

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council requests the Chief Executive Officer or their delegate write to:

- 1) **Main Roads WA requesting consideration of reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour; and**
- 2) **WALGA Roadwise Committee seeking support in reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour.**

Carried Unanimously 9/0

Cr G Taylor and Cr S Cooke leave the Chambers at 5.56pm



SHIRE of WYNDHAM | EAST KIMBERLEY

PO BOX 614 KUNUNURRA WA 6743

T | 08 9168 4100
F | 08 9168 1798
E | mail@swek.wa.gov.au
W | www.swek.wa.gov.au
ABN | 35 647 145 756

Our Ref: TT.09.2/O-13134

Cross Ref:

Enquiries: Kevin Hannagan

24 September 2012

Peter Southern
Customer Services Manager
Main Roads Department Kimberley Region
PMB 959
Derby WA 6728

Dear Peter

Request for Consideration to Review Posted Speed Limit – Lake Argyle Road, Kununurra

Council at its Ordinary Council Meeting held Tuesday 18 September 2012 resolved the following:

That Council request Main Roads WA to undertake a review of the current speed limit of 110km/hr on Lake Argyle Road from the Victoria Highway Junction to Lake Argyle Village

Council offers the following comments in support of its request:

Lake Argyle Road is currently speed limit posted at 110km/hr. This road is predominantly used by tourists with caravans during the dry season. The road is classified as a Local Distributor in the Roman Data Base, is thirty five kilometres long, is not lane marked, the pavement has generally a seal width of six metres and is formed to a width of ten metres and then drops off. The road is hilly and contains many bends as you get nearer to the tourist village, it also has a number of low level crossings that flow during the wet season.

Officers from the Shire's Engineering Services Department have inspected the road to determine the suitability of a review of speed limit and agree that this should be undertaken.

The implementation of any reduced speed limit would greatly improve the safety of road users without impeding the primary role of Lake Argyle Road as part of the road network.

KUNUNURRA

115 COOLIBAH DRIVE

WYNDHAM

KOOLAMA STREET

LOCATIONS
HOURS

SWEK
8.00AM - 4.00PM MON-FRI

The above aligns with the Shire of Wyndham East Kimberley's focus on Infrastructure, Key Result Area 1, in the *Shire of Wyndham East Kimberley Strategic Plan 2008*.

- Road network that is safe and meets its functional requirements

Should you have any further enquiries please do not hesitate to contact Kevin Hannagan, Director of Infrastructure Services on 08 9168 4100

Yours sincerely



Gary Gaffney
Chief Executive Officer

cc. Darren Jackson, via email darren.jackson@mainroads.wa.gov.au



Enquiries: Southern 91584 320
Our Ref: 05/6604
You're Ref: TT:09.2/O-13134

TT:09.2
1-15960
26 October 2012

Chief Executive Officer
Shire of Wyndham East Kimberley
PO Box 614
KUNUNURRA WA 6743

Dear Sir

LAKE ARGYLE ROAD SPEED ZONE ACESSMENT

Thank you for your correspondence received on 28 September 2012.
In reference to councils request to Main Roads for a speed zone review of the posted 110km/h speed zone along Lake Argyle Road from Victoria Highway to the Lake Argyle Tourist Village.

A review was undertaken on 16 October 2012 with the following information reported.

While the road had numerous curves and crests it was considered that the current posted speed zoning in place with advisory curve warning signs were appropriate, being:

- 110/km/h SLK 0.080 - 22.700 with advisory 80 km/h curve warning
- 80/km/h SLK 22.700 - 23.850 spill way creek
- 110/km/h SLK 23.850 - 30.310 with advisory 60 km/h & 90 km/h curve warning
- 80/km/h SLK 30.310 - 33.430
- 60/km/h SLK 33.430 - 34.730
- 30/km/h SLK 33.430 - water authority road.

Informal feedback from a long term resident the Tourist Village Manager indicated that there was no anecdotal Information of road speed issues.

At this time it is not considered that changes are warranted. However we can review the need again if the situation changes to the conditions of the road surfacing and shoulders.

Consideration of rezoning would also be given if you can provide relevant supporting data to amend speed zones in place.

If you require any further information please contact Peter Southern on 91584 320.

Yours faithfully
R F Scanlon

REGIONAL MANAGER
KIMBERLEY REGION.



Our Ref: TT.09.2/O-13357
Cross Ref: I-15960
Enquiries: Kevin Hannagan

T | 08 9168 4100
F | 08 9168 1798
E | mail@swek.wa.gov.au
W | www.swek.wa.gov.au
ABN | 35 647 145 756

5 November 2012

R F Scanlon
Regional Manager – Kimberley Regional
Commissioner Of Main Roads
P O Box 138
KUNUNURRA WA 6743

Dear Jock

Lake Argyle Road Speed Zone Assessment

I refer your letter of 26 October 2012 and advise as follows.

With reference to no anecdotal information of speed road issues I attach for your information a copy of recent traffic count data which also contains information regarding speeds.

Please note that the traffic count device was installed on the approach 80 km/hour SLK 22.700 sign before the Spill Way Creek Crossing.

Should you have any further enquiries please do not hesitate to contact Kevin Hannagan, Director of Infrastructure on 08 9168 4100.

Yours sincerely

Gary Gaffney
Chief Executive Officer

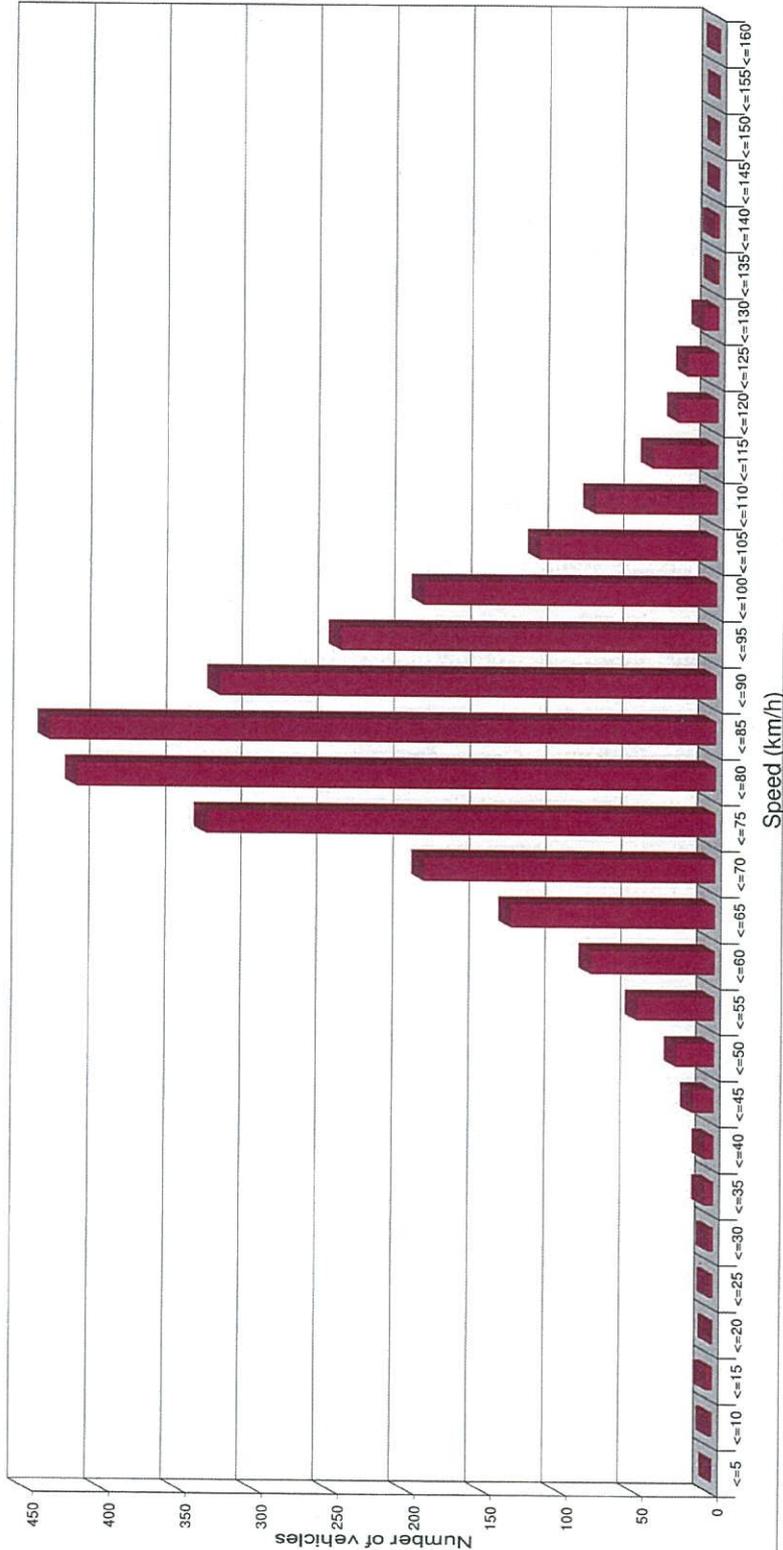
Sierzega Elektronik GmbH
 Thürmau 55, A-4062 Thening
 Tel.: +43-7221-64114-0, Fax:-14
 Mail: office@sierzega.at
 Web: www.sierzega.at

Wenn an dieser Stelle Ihr Logo mit Anschrift usw. stehen soll,
 so kopieren Sie eine entsprechende Grafik, gespeichert als "logo.wmf" (Windows Metafile)
 mit den Proportionen 1:10 (Breite:Länge) in das Programmverzeichnis dieser Software

To see your own logo with your address here at this place:
 Design a graphic file and save it as "logo.wmf" (Windows Metafile)
 with the proportions 1:10 (width to length) in the program folder of this software



Street ..., direction ..., .. km/h speed restriction



Statistics

Period:

Monday, 25 June 2012, 11:58 o'clock to Tuesday, 3 July 2012, 10:51 o'clock

Speed violations:	Count +	%	Count -	%	Total	%	V15 +	Va +	V85 +	Vmax+	V15 -	Va -	V85 -	Vmax -
0 % Motorcycle	71	5	55	4	126	4.5	70	83	100	126	66	81	97	128
1.1 % sec Car	62	4.4	58	4.2	120	4.3	71	85	101	125	71	91	112	139
14 % Truck	504	35.5	877	64.1	1381	49.6	72	85	100	132	69	85	101	158
350 ADT:	781	55.1	378	27.6	1159	41.6	67	79	89	127	63	77	91	118
Truck Share:	1418	50.9	1368	49.1	2786	100	69	81	95	132	66	83	99	158



13.4 COMMUNITY DEVELOPMENT

13.4.1 Annual Community Grants 2014/15

DATE:	29/07/2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Wayne Richards, Manager Community and Youth
REPORTING OFFICER:	Louise Gee, Director Community Development
FILE NO:	GS.05.3

PURPOSE

For Council to consider the recommendations of the Annual Grants Assessment Panel in relation to the Shire's Annual Community Grants 2014/15.

BACKGROUND

The Shire's Annual Community Grants 2014/15 closed on 31 May 2014. Twelve applications were received requesting a total of \$112,490.

The annual grants panel met on Thursday 5 June to assess the applications and formulate recommendations. The panel consisted of Cr Darren Spackman, Cr Don Learbuch, Director Community Development and Manager Community and Youth.

As per Council Policy CP/COM - 3582, the Assessment Panel's recommendations will be presented to the 29 July Ordinary Council Meeting for adoption.

STATUTORY IMPLICATIONS

There are no statutory implications with regard to this item.

POLICY IMPLICATIONS

Council Policy CP/COM – 3582 'Annual Community Grants Scheme' provides for the administration of Annual Community Grants.

FINANCIAL IMPLICATIONS

The proposed allocation for the 2014/15 Annual Budget is \$80,000 for the Annual Community Grants Scheme.

The Assessment Panel has recommended a total allocation of \$53,400.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 3: Protection and enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 3.1: A broad range of lifestyle opportunities and activities are available for East Kimberley residents

Strategy 3.1.3: Support the community by providing access to local funding and sponsorship opportunities

COMMUNITY CONSULTATION

No community consultation is required in regard to this matter. However, public advertising of the Annual Community Grants Round, including the closing date for applications occurred in the local paper and via the Shire's website and media releases for other print and radio media.

COMMENT

As per the provisions of CP/COM – 3582 'Annual Community Grants Scheme', the Annual Community Grants are decided by Council decision, based on recommendations from the Grants Assessment Panel.

ATTACHMENTS

There are no attachments associated with the report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

- 1) Adopts the recommendations of the Annual Community Grants Assessment Panel and funds the projects as follows:

Lake Argyle Swim Inc.	\$5,000
Kimberley Action Sports Inc.	\$5,000
Kununurra Progress Association	\$15,000
Kununurra Netball Association	\$5,900
Ord Valley Country Womens Association	\$2,500
Kununurra Bushmans Rodeo Association	\$5,000
Kununurra Gymnastics Club	\$10,000
Kununurra Agricultural Society	\$5,000

- 2) Advises the organisations listed below that their applications were unsuccessful and provides feedback:

Role Models and Leaders Australia
Kimberley Group Training
Wyndham Community Events Inc.
Kimberley Wildlife Rescue

COUNCIL DECISION

Minute No. 10484

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council:

- 1) Adopts the recommendations of the Annual Community Grants Assessment Panel and funds the projects as follows:**

Lake Argyle Swim Inc.	\$5,000
Kimberley Action Sports Inc.	\$5,000
Kununurra Progress Association	\$15,000
Kununurra Netball Association	\$5,900
Ord Valley Country Womens Association	\$2,500
Kununurra Bushmans Rodeo Association	\$5,000
Kununurra Gymnastics Club	\$10,000
Kununurra Agricultural Society	\$5,000

- 2) Advises the organisations listed below that their applications were unsuccessful and provides feedback:**

Role Models and Leaders Australia
Kimberley Group Training
Wyndham Community Events Inc.
Kimberley Wildlife Rescue

Carried Unanimously 7/0

Cr G Taylor and Cr S Cooke enter Chambers at 5.56pm

Cr G King leaves Chambers at 5.56pm

13.4.2 Temporary Caravan Park Licence Application – Kununurra Race Club

DATE:	20/06/2014
PROPONENT:	Kununurra Race Club
LOCATION:	Lot 707 Drovers Road Kununurra
AUTHOR:	Ken Lowth, Environmental Health Officer Sharon McLachlan, Senior Building Surveyor
REPORTING OFFICER:	Louise Gee, Director Community Development
FILE NO:	A2859P
ASSESSMENT NO:	A2859P

PURPOSE

To approve a Temporary Caravan Park for the Kununurra Race Club at lot 707 Drover's Road Kununurra for the period of the Kununurra Camp Draft from 6 August 2014 to 3 September 2014 for eleven (11) campsites with a maximum of thirty (30) persons.

BACKGROUND

The Kununurra Race Round is an annual event traditionally held over a period of three to four weeks. At this type of event the trainers prefer to be accommodated in close proximity to their horses so that they can easily look after them and ensure their safety. The *Caravan Parks and Camping Grounds Act 1995* and the *Caravan Parks and Camping Grounds Regulations 1997* provide for the establishment of temporary caravan parks.

STATUTORY IMPLICATIONS

Caravan Parks and Camping Grounds Act 1995

6. Caravan park or camping ground not to be operated without a licence

- (1) On and after the appointed day a person must not operate a facility, or a facility of a prescribed type, unless the person holds the appropriate licence under this Act in relation to that facility.

Penalty: \$5 000.

- (2) In subsection (1) —

appointed day means such day as is fixed by the Minister by notice published in the *Government Gazette* to be the appointed day for the purpose of that subsection².

7. Application for the grant or renewal of a licence

- (1) An application for the grant or renewal of a licence for a facility is to be —
- (a) made to the local government in the appropriate prescribed form;
 - (b) accompanied by the appropriate fee prescribed; and
 - (c) accompanied by any information that the local government reasonably requires for a proper consideration of the application.

- (2) An applicant is to provide the local government with any further information that the local government by notice in writing requires the applicant to provide in respect of an application.
- (3) An applicant must, if required to do so by the local government, verify by statutory declaration any information contained in, or given in connection with, an application.
- (4) Subject to this section, a local government may grant or renew a licence and at any time may impose conditions on that licence.
- (5) Before granting a licence a local government must ensure that —
 - (a) the applicant has complied with the requirements of this Act;
 - (b) the applicant is the owner of the land on which the facility is situated, or is to be situated, or has the written approval of the owner of that land to apply for a licence.
- (6) A local government may refuse to renew a licence if —
 - (a) the licence holder has been convicted of an offence against this Act or any other written law relating to caravanning or camping which, in the opinion of the local government, renders the licence holder an unsuitable person to hold a licence;
 - (b) a condition imposed on the licence has been contravened; or
 - (c) the licence was obtained by fraud or misrepresentation.
- (7) Where a local government refuses to grant or renew a licence it must give notice in writing of that decision to the applicant.
- (8) Notice of a decision under this section is to state that the applicant or licence holder is entitled to apply to the State Administrative Tribunal for a review of the decision.

8. Duration of licence

A licence remains in force for the prescribed period unless —

- (a) it is provided otherwise in the licence; or
- (b) it is cancelled.

Caravan Parks and Camping Grounds Regulations 1997

54. Temporary licence

- (1) A local government may, on payment of the fee set out in item 3 of Schedule 3, grant a temporary licence for a facility which is to remain in force for such period of less than one year, as is provided in the licence.
- (2) A local government is to endorse on a temporary licence for a facility as conditions of the licence —
 - (a) the maximum number of sites that may be used at the facility;
 - (b) the maximum number of sites of particular types that may be used at the facility; and
 - (c) the services and facilities that are to be provided.

1. Schedule 3 — Fees

1. Application for grant or renewal of licence — reg. 45

The fee for an application for the grant or renewal of a licence is —

- (a) \$200; or
- (b) the amount calculated by multiplying the relevant amount set out in column 2 by the maximum number of sites (including any sites that may be used in an overflow area) of the particular type specified in the application,

whichever is the greater amount.

Column 1	Column 2
Long stay sites	\$6 per site
Short stay sites and sites in transit parks	\$6 per site
Camp site	\$3 per site
Overflow site	\$1.50 per site
2. Additional fee for renewal after expiry — reg. 53	
Additional fee by way of penalty for renewal after expiry	\$20
3. Temporary licence — reg. 54	
Temporary licence	<i>pro rata</i> amount of the fee payable under item 1 for the period of time for which the licence is to be in force with a minimum of \$100
4. Transfer of licence — reg. 55	
Transfer of licence	\$100

POLICY IMPLICATIONS

The Shire Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds.

This Policy provides guidelines on the approval of temporary caravan parks and camping grounds within the Shire of Wyndham East Kimberley and a copy is attached.

FINANCIAL IMPLICATIONS

A fee of \$3.00 per site with a minimum fee of \$100.00 applies to this registration.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 3: Protection and enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.1.2: Promote and support major events that benefit locals and attract visitors to the area

COMMUNITY CONSULTATION

Community consultation is not required for this item.

COMMENT

Because this application is dealt with under the provisions of the *Caravan Parks and Camping Grounds Act 1995* which does not delegate authority to the Chief Executive Officer the matter must be presented to Council for approval.

The Shire's Planning Department has determined that a Planning Application is not required for this application on the basis that it is temporary application covered under an events application and temporary caravan park licence.

The application and site plan shows, in the immediate vicinity of the camping area, an existing ablution block containing:

- Three (3) toilets
- 750mm of urinal
- Four (4) showers

The plan also identifies a caretaker's facility and two (2) fire extinguishers as required by the policy.

The area of this lot is 109 hectares and the setbacks are well in excess of what is required by the policy.

The facilities provided are in line with the Shire Policy however; the ablution block is not currently being used and the applicant will need to thoroughly clean the facility and demonstrate to the Shire's Environmental Health Officers that all fixtures are operational prior to the licence being issued.

Discussions held with the applicant indicated that a temporary transportable ablution block is being placed adjacent to existing course facilities with the view to later relocating this block to the campground area as a replacement fixture. Although a Planning Application is not required for the temporary facility placement, a Planning Application is required for the proposed permanent location at a later date.

For the current temporary application the applicants must comply with the requirements of the Shire Policy which sets out that they are to:

1. Submit the necessary documentation to the Shire's Building Department to obtain a Building Licence for the temporary ablution block and also for the permanent ablution block.
2. Provide a universal access (disabled) compliant ablution facility for use during the event (portable permissible as a short term solution with a view to installation of a permanent facility).

3. Submit as constructed drawings and a Plumber Licensing Board Compliance Certificate for the connection of the new ablution block to the existing septic system.

Because this is a temporary camp ground some of the items requiring attention, or to be provided, cannot be addressed until just before the dates of operation, it is recommended that Council grant a license for a temporary camping ground subject to compliance with the requirements of the Shire Policy.

It is also recommended that, to allow Shire staff time to ensure that the requirements of the Policy have been complied with and issue the licence certificate, a condition of the approval be that the facility is to be fully compliant with the Policy and ready for inspection twenty four (24) hours prior to it being occupied.

ATTACHMENTS

Attachment 1 - Application form
Attachment 2- Aerial photo of site
Attachment 3 – Site plan
Attachment 4 – Covering correspondence
Attachment 5 – Council Policy CP/NTH – 3762 Licensing of Temporary Caravan Parks & Camping Grounds

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolves to grant a Temporary Camping Ground Licence to the Kununurra Race Club for eleven (11) camping sites for the period 6 August 2014 to 3 September 2014 subject to compliance with the following conditions:

- 1) Compliance with the requirements of Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds;
- 2) The facility is to be fully compliant with the Policy and ready for inspection by the Shire's Environmental Health Officers twenty four (24) hours prior to it being occupied;
- 3) The Kununurra Race Club be invoiced for the \$100.00 licence fee;
- 4) Submission of the necessary documents for obtaining the necessary building license for the new ablution block along with the as constructed plumbing drawings and the Plumber's Licensing Board Compliance Certificate for the connection to the existing septic system;
- 5) Provide a universal access (disabled) compliant ablution facility for use during the event (portable permissible as a short term solution with a view to installation of a permanent facility).

COUNCIL DECISION

Minute No. 10485

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council resolves to grant a Temporary Camping Ground Licence to the Kununurra Race Club for eleven (11) camping sites for the period 6 August 2014 to 3 September 2014 subject to compliance with the following conditions:

- 1) Compliance with the requirements of Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds.**
- 2) The facility is to be fully compliant with the Policy and ready for inspection by the Shire's Environmental Health Officers twenty four (24) hours prior to it being occupied.**
- 3) The Kununurra Race Club be invoiced for the \$100.00 licence fee.**
- 4) Submission of the necessary documents for obtaining the necessary building license for the new ablution block along with the as constructed plumbing drawings and the Plumber's Licensing Board Compliance Certificate for the connection to the existing septic system.**
- 5) Provide a universal access (disabled) compliant ablution facility for use during the event (portable permissible as a short term solution with a view to installation of a permanent facility).**

Carried Unanimously 8/0

Cr G King enters Chambers at 5.57pm

Cr S Cooke leaves Chambers at 5.57pm



SHIRE OF WYNDHAM EAST KIMBERLEY

APPLICATION FOR GRANT OR RENEWAL OF LICENCE
CARAVAN PARKS AND CAMPING GROUNDS ACT 1995, s27

FACILITY NAME OR PROPOSED NAME: Kununurra Race Club

OWNER DETAILS

Name Kununurra Race Club
 Postal Address P.O. Box 140 Post Code 6743
 Phone _____ Fax _____ Email wanderin@activ8.net.au
 Contact Person GRAY KING
 Signature _____ Date 26-06-14

Land owner/s

1. Only necessary if applicant does not own the land referred to above.
2. Details to be provided in respect of each land owner.

Name SHIRE OF WYNDHAM EAST KIMBERLEY
 Address 20 Coolibah Dr Post Code 6743
 Phone 91684100 Fax _____ Email MAIL@SWER.WA-GOV.AU

PROPERTY DETAILS

Lot No. 707 Street No. _____
 Street Name DRIVERS RD Suburb Kununurra
 Nearest Street Intersection VICTORIA H'WAY Assessment No. 2859

Land on which the facility is situated or is to be situated
(new applications only)

Address _____
 Land description _____

Declaration (making a false statement may be an offence)

I/We declare that all details in this form are true and correct.

Signature of applicant/s: [Signature] Date: 22-06-14

Signature of applicant/s: [Signature] Date: 22/06/14

OFFICE USE ONLY			
Date Received		Document No	
Fees Paid		Officer	
Receipt No		Response	
General Ledger Account		File	
EHO Approved		Licence Issued	

Attachment 2 - Aerial Photo of Site



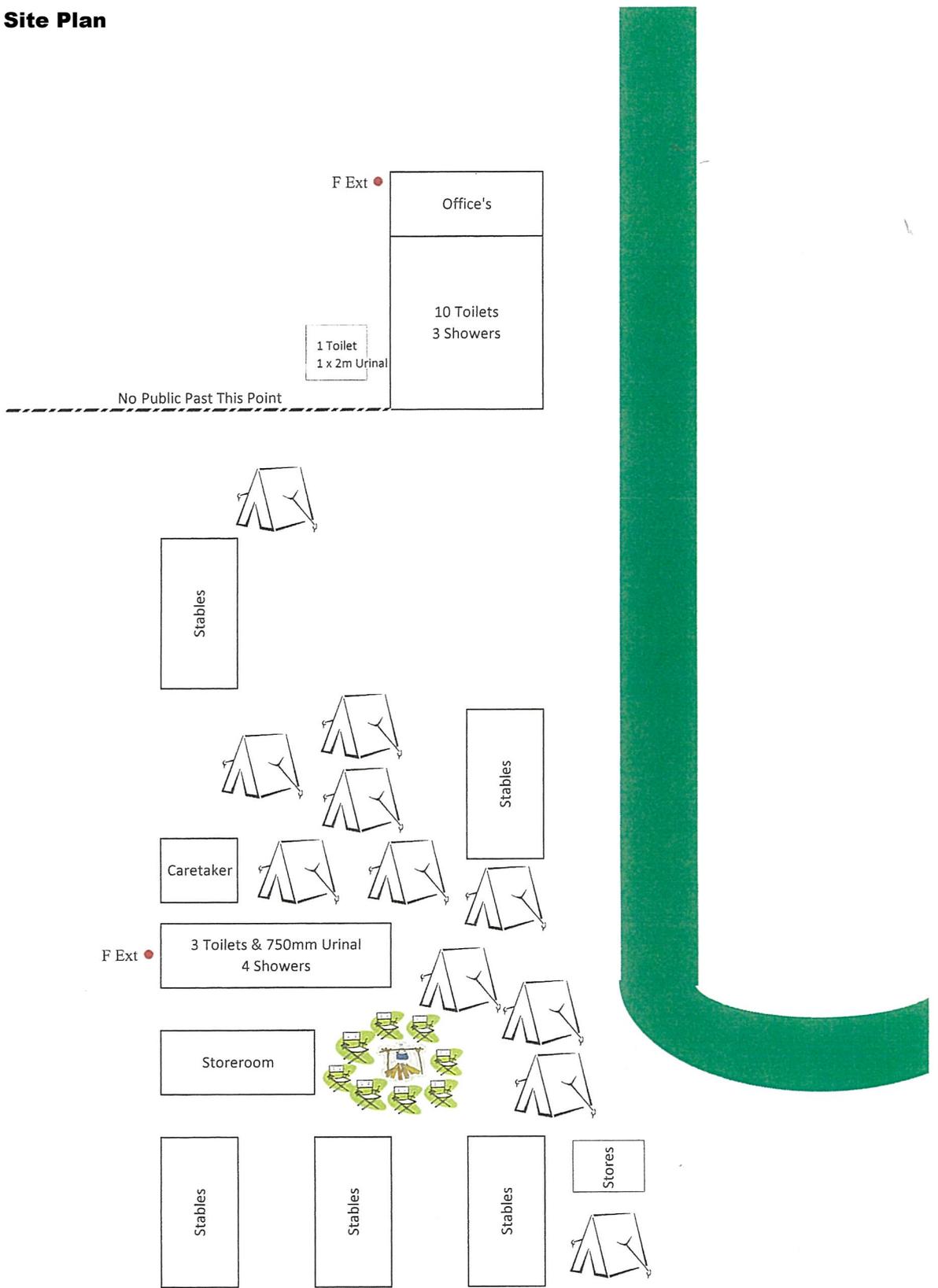
The Shire of Wyndham East Kimberley does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Thursday, 19 June 2014

1:10000



Attachment 3 - Site Plan



**KUNUNURRA RACE CLUB
APPROXIMATE LOCATIONS OF CAMPS DURING RACE ROUND**

KUNUNURRA RACE CLUB TEMPORARY CAMP GORUND REQUIREMENTS

Site Plan with the following information:

1. Application form; there is a fee of \$100.00 for the license which will be invoiced once the application has been approved by Council
2. Covering letter detailing the number of sites required, dates the camp ground is to operate, estimated maximum number of person camping.
3. Site plan showing sites (example attached), the toilets & showers (inc. number of each), location of a fire extinguisher (it is to be within 90 metres of every site), rubbish bins if provided.
4. The number of toilets required is as per the table in the attached Shire Policy.
5. Site plan should show also caretakers accommodation & if there is no caretaker an emergency contact phone number is to be provided to the occupiers; whichever is to apply needs to be set out in the letter.
6. Overall site plan showing location of camp ground (one attached)

This application must be put to Council for approval and the only meeting left before the Race Round is July therefore, we will need it no later than Friday 27 June.



Shire of Wyndham East Kimberley
Council Policy Number: CP/HTH-3762
**Licensing of Temporary Caravan Parks
and Camping Grounds**

OBJECTIVE:

To provide guidelines on the approval of temporary caravan parks and camping grounds within the Shire of Wyndham East Kimberley

POLICY:

Scope & Limitations

This policy applies to all locations within the Shire of Wyndham East Kimberley.

The following are defined in the *Caravan Parks and Camping Grounds Regulations 1997*;

- 'Long Stay Site' means a site at a caravan park which is to be occupied consecutively by the one person or group of persons for any period of time
- 'Short Stay Site' means a site at a caravan park which is to be occupied consecutively by the one person or one group of persons, for no longer than 3 consecutive months
- 'Camp Site' includes to camp in a vehicle but not caravans.
- 'Overflow Site' may only be used with the approval of the local government, for a period of time specified in that approval, and in accordance with any conditions placed on that approval

Background

The *Caravan Park and Camping Grounds Regulations 1997* give discretion to Local Government on the granting of temporary licences for caravan parks and camping grounds.

Section 54 of the regulations states;

- " (1) A local government may grant a temporary licence for a facility which is to remain in force for such period of less than one year, as it provided in the licence.;
- (2) A local government is to endorse on a temporary licence for a facility as conditions of the licence-
- (a) The maximum number of sites that may be used at the facility;
 - (b) The maximum number of sites of particular types that may be used at the facility; and
 - (c) The services that are to be provided"

Guiding Statement

1. TENURE

An application for a temporary facility must demonstrate legal entitlement or signed written permission from the owner to occupy the land.

2. NEED

The applicant shall detail the need for a temporary facility with particular due regard to;

- Providing justification for the temporary facility (why it's needed, the main users)
- Impact on existing caravan park and camping grounds within a 50km radius.

3. ENVIRONMENT

The design and location of a temporary facility must be sensitive and complimentary to environmental areas. Where there are concerns regarding the impact of a proposal on environmentally sensitive areas, the Shire may seek comment from the Environmental Protection Authority, Department of Environmental and Conservation, or equivalent, prior to determining the application.

4. AMENITY

The Shire accepts that lower levels of amenity than those which could be typically expected within a permanent holiday or caravan park. However, all applications should as a minimum accord with standards prescribed in this policy and any other environment, health and building legislation.

5. SPECIFIC APPLICATION DETAIL

The following shall be provided with the application for a temporary facility licence;

- 2 sets of accurately scaled and dimensioned locality plans, site layout plans and floor plans of buildings or facilities
- The number of sites
- The maximum number of people expected to use the facility
- Information on how each of the minimum requirements set out in this policy are to be addressed and how the facility will be managed
- Details of any consultation with local businesses, community groups or government agencies
- Dates of operation

6. FEES

Fees for operating a temporary caravan and camping ground licence are determined in 'Schedule 3 - Fees' of the *Caravan Park and Camping Grounds Regulations 1997*.

7. MINIMUM REQUIREMENTS

Applications should demonstrate that the Temporary camping facility meets the following minimum requirements:

7.1 ABLUTIONS

Ablution facilities shall be provided in accordance with the following table;

Sites	Toilets	Showers	Handbasins
1-10	2	2	2
11-20	4	2	2
20-30	4	4	4
30-40	6	4	4
40-50	6	6	6
50-60	8	6	6

Ablutions may either be stand alone unisex facilities or split 50/50 for male and female use.

- Temporary ablutions must be pumped out on a regular basis.

- Permanent ablutions must be connected to an on-site effluent disposal system approved by Shire's Environmental Health Officer.

It is the responsibility of the facility licence holder to ensure that ablutions are maintained in a clean and suitable manner.

Laundry and washing up facilities are not required.

7.2 WATER

There must be a centrally located tap with running water for use by all occupiers. A tap must be no more than 90m from any campsite.

Where a potable supply of water cannot be provided, taps must be clearly signed with the following or similar.

<p>“WARNING”</p> <p>WATER SUPPLY IS NOT TREATED AND MAY NOT COMPLY WITH AUSTRALIAN DRINKING WATER GUIDELINES”</p>
--

Where drinking water is not provided, all occupants must be clearly notified prior to staying at the facility.

7.3 ELECTRICITY

Generators to 2kva are permitted between the hours of 7am and 9.30pm

7.4 RUBBISH

While rubbish bins are not required to be provided, advertising and notice to campers arriving at the park must be provided through approved signage advising that campers must take their own waste with them and where they may deposit it.

If bins are provided they shall be located within 90m of every site and emptied as necessary, but at least once a week.

Rubbish bins are to be sealed to prevent infestation from insects and vermin.

7.5 FIRE FIGHTING EQUIPMENT

Where a facilities water supply is not adequate to operate fire hoses effectively, the facility may have;

- i) fire extinguishers accessible at all times within 90m of every site; or
- ii) a portable fire fighting unit with a minimum capacity of 1000L, which must be full and easily accessible at all times. The operational capacity of a fire fighter unit shall be demonstrated upon request by the Shire's Fire Control Officer or a FESA representative.

7.6 SETBACKS

Camp area shall be clearly defined and marked so it is clear to users where they shall and shall not camp.

There shall be no more than ten (10) people permitted to camp on a site at any one time

A maximum of one caravan, bus, campervan or tent is permitted per site.

A minimum of 3m is required between caravans, buses, campervans and tents on different sites.

Caravans, buses, campervan and tents must be set back at least 5m from the road.

7.7 CARETAKER'S RESIDENCE

A caretaker may reside at the temporary facility for the term of the temporary license.

If a caretaker is not on-site then an emergency point of contact must be nominated and provided to each occupier of the facility.

7.5 ADVERTISING AND COMMERCIAL ACTIVITIES

Advertising the temporary facility is not permitted.

Patrons are not permitted to conduct commercial or profit making business activities within the temporary facility.

8. LICENCE

8.1 SITES

Only short stay sites and camp sites will be approved at a temporary caravan park and camping ground.

Long stay sites and overflow sites will not be approved at temporary caravan park and camping ground.

8.2 INSPECTION

Temporary facilities will only be issued a licence from the Shire of Wyndham East Kimberley once an Environmental Health Officer has inspected the site and determined that the facility meets minimum standards.

Outcomes

This policy has been developed to formalise existing temporary camp ground arrangements and provide guidance for their approval in the future. It aims to provide an acceptable standard of amenity for campers staying within a temporary facility. It provides guidance to staff, Councillors, government agencies, landowners, and the general public regarding the assessment of applications for temporary camp facilities.

GOVERNANCE REFERENCES

Statutory Compliance	<i>Caravan Parks and Camping Grounds Act 1995 Caravan Parks and Camping Grounds Regulations 1997</i>
Industry Compliance	
Organisational Compliance	Delegations Manual
Process Links	

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Development Services		Senior Environmental Health Officer		Ext: 175	
Date Effective	22 June 2011				
Date Adopted	21 June 2011	Last Reviewed	21 June 2011		
Risk Rating	Low	Review Cycle	Tri-Annual	Next Due	21 June 2014

13.4.3 Temporary Caravan Park Licence Application – Kununurra Bushmen’s Rodeo Association

DATE:	29/07/2014
PROPONENT:	Kununurra Bushmen’s Rodeo Association
LOCATION:	Lot 707 Drovers Road Kununurra
AUTHOR:	Ken Lowth, Environmental Health Officer Sharon McLachlan, Senior Building Surveyor
REPORTING OFFICER:	Louise Gee, Director Community Development
FILE NO:	A2859P
ASSESSMENT NO:	A2859P

PURPOSE

To approve a Temporary Caravan Park for the Kununurra Bush Men’s Rodeo Association at lot 707 Drover’s Road Kununurra for the period of the Kununurra Camp Draft from 27 July 2014 to 3 August 2014 for thirty (30) campsites with a maximum of one hundred and fifty (150) persons.

BACKGROUND

The Kununurra Camp Draft is an annual event traditionally held over a period of seven to eight days. At this type of event the competitors bring their animals for the purpose of competing at the event and prefer to be accommodated in close proximity so that they can easily look after them and ensure their safety. The *Caravan Parks and Camping Grounds Act 1995* and the *Caravan Parks and Camping Grounds Regulations 1997* provide for the establishment of temporary caravan parks.

STATUTORY IMPLICATIONS

Caravan Parks and Camping Grounds Act 1995

6. Caravan park or camping ground not to be operated without a licence

- (1) On and after the appointed day a person must not operate a facility, or a facility of a prescribed type, unless the person holds the appropriate licence under this Act in relation to that facility.

Penalty: \$5 000.

- (2) In subsection (1) —

appointed day means such day as is fixed by the Minister by notice published in the *Government Gazette* to be the appointed day for the purpose of that subsection².

7. Application for the grant or renewal of a licence

- (1) An application for the grant or renewal of a licence for a facility is to be —
- (a) made to the local government in the appropriate prescribed form;
 - (b) accompanied by the appropriate fee prescribed; and
 - (c) accompanied by any information that the local government reasonably requires for a proper consideration of the application.

- (2) An applicant is to provide the local government with any further information that the local government by notice in writing requires the applicant to provide in respect of an application.
- (3) An applicant must, if required to do so by the local government, verify by statutory declaration any information contained in, or given in connection with, an application.
- (4) Subject to this section, a local government may grant or renew a licence and at any time may impose conditions on that licence.
- (5) Before granting a licence a local government must ensure that —
 - (a) the applicant has complied with the requirements of this Act;
 - (b) the applicant is the owner of the land on which the facility is situated, or is to be situated, or has the written approval of the owner of that land to apply for a licence.
- (6) A local government may refuse to renew a licence if —
 - (a) the licence holder has been convicted of an offence against this Act or any other written law relating to caravanning or camping which, in the opinion of the local government, renders the licence holder an unsuitable person to hold a licence;
 - (b) a condition imposed on the licence has been contravened; or
 - (c) the licence was obtained by fraud or misrepresentation.
- (7) Where a local government refuses to grant or renew a licence it must give notice in writing of that decision to the applicant.
- (8) Notice of a decision under this section is to state that the applicant or licence holder is entitled to apply to the State Administrative Tribunal for a review of the decision.

8. Duration of licence

A licence remains in force for the prescribed period unless —

- (a) it is provided otherwise in the licence; or
- (b) it is cancelled.

Caravan Parks and Camping Grounds Regulations 1997

54. Temporary licence

- (1) A local government may, on payment of the fee set out in item 3 of Schedule 3, grant a temporary licence for a facility which is to remain in force for such period of less than one year, as is provided in the licence.
- (2) A local government is to endorse on a temporary licence for a facility as conditions of the licence —
 - (a) the maximum number of sites that may be used at the facility;
 - (b) the maximum number of sites of particular types that may be used at the facility; and
 - (c) the services and facilities that are to be provided.

1) Schedule 3 — Fees

1. Application for grant or renewal of licence — reg. 45

The fee for an application for the grant or renewal of a licence is —

- (a) \$200; or
- (b) the amount calculated by multiplying the relevant amount set out in column 2 by the maximum number of sites (including any sites that may be used in an overflow area) of the particular type specified in the application,

whichever is the greater amount.

Column 1	Column 2
Long stay sites	\$6 per site
Short stay sites and sites in transit parks	\$6 per site
Camp site	\$3 per site
Overflow site	\$1.50 per site
2. Additional fee for renewal after expiry — reg. 53	
Additional fee by way of penalty for renewal after expiry	\$20
3. Temporary licence — reg. 54	
Temporary licence	<i>pro rata</i> amount of the fee payable under item 1 for the period of time for which the licence is to be in force with a minimum of \$100
4. Transfer of licence — reg. 55	
Transfer of licence	\$100

POLICY IMPLICATIONS

The Shire Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds.

This Policy provides guidelines on the approval of temporary caravan parks and camping grounds within the Shire of Wyndham East Kimberley and a copy is attached.

FINANCIAL IMPLICATIONS

A fee of \$3.00 per site with a minimum fee of \$100.00 applies to this registration.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 3: Protection and enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.1.2: Promote and support major events that benefit locals and attract visitors to the area

COMMUNITY CONSULTATION

Community consultation is not required for this item.

COMMENT

Because this application is dealt with under the provisions of the *Caravan Parks and Camping Grounds Act 1995* which does not delegate authority to the Chief Executive Officer the matter must be presented to Council for approval.

A meeting has been held with the applicants and it has been determined that a Planning Application is not required for this application on the basis that it is temporary application covered under an events application and temporary caravan park licence however; the applicants must comply with the requirements of the Shire Policy which sets out that they are to:

1. Submit the necessary documentation to the Shire's Building Department to obtain a Building Licence for the temporary shower block.
2. Provide 4 toilets, 2 showers and 2 hand basins for the exclusive use of the persons camping in the facility.
3. Provide a universal access (disabled) compliant ablution facility for use during the event (portable type is permissible as a short term solution with a view to the installation of a permanent facility at a later date.
4. Submit an application to install an effluent disposal system to cater for the shower block; the effluent disposal system is to comply with the requirements of the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974.
5. Provide fire extinguishers within ninety (90) metres of all campsites.
6. Provide an emergency contact number to each occupier of the facility if a caretaker does not reside onsite.
7. Submit two copies of plans showing the number of sites being applied for.

The area of this lot is 109 hectares and the setbacks are well in excess of what is required by the Policy.

The Kununurra Bushmen's Rodeo Association has submitted the necessary plans and they have indicated that they will comply with the requirements of the Shire Policy.

Because this is a temporary camp ground and most of the items requiring attention or to be provided cannot be addressed until just before the dates of operation, it is recommended that Council grant a licence for a temporary camping ground subject to compliance with the requirements of the Shire Policy.

It is also recommended that, to allow Shire staff time to ensure that the requirements of the Policy have been complied with and issue the licence, a condition of the approval be that the facility is to be ready for inspection twenty four (24) hours prior to it being occupied.

ATTACHMENTS

Attachment 1 - Application form

Attachment 2 - Aerial photo of site

Attachment 3 – Site plan

Attachment 4 – Covering correspondence

Attachment 5 – Council Policy CP/NTH – 3762 Licensing of Temporary Caravan Parks & Camping Grounds

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolves to grant a Temporary Camping Ground Licence to the Kununurra Bushmen's Rodeo Association for thirty (30) camping sites for the period 27 July 2014 to 3 August 2014 subject to compliance with the following conditions:

- 1) Compliance with the requirements of Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds;
- 2) The facility is to be fully compliant with the Policy and ready for inspection by the Shire's Environmental Health Officers twenty four (24) hours prior to it being occupied;
- 3) The Kununurra Bushmen's Rodeo Association be invoiced for the \$100.00 licence fee;
- 4) Provide a universal access (disabled) compliant ablution facility for use during the event (portable permissible as a short term solution with a view to installation of a permanent facility);
- 5) Submission of the necessary documents for obtaining the necessary building licence for the new ablution block;
- 6) Submission of an application for the installation of a septic tank and effluent disposal system that complies with the requirements of the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974 to treat the effluent from the ablution block.

COUNCIL DECISION

Minute No. 10486

Moved: Cr K Wright

Seconded: Cr G King

That Council resolves to grant a Temporary Camping Ground Licence to the Kununurra Bushmen's Rodeo Association for thirty (30) camping sites for the period 27 July 2014 to 3 August 2014 subject to compliance with the following conditions:

- 1) Compliance with the requirements of Council Policy CP/NTH-3762 Licensing of Temporary Caravan Parks and Camping Grounds;**
- 2) The facility is to be fully compliant with the Policy and ready for inspection by the Shire's Environmental Health Officers twenty four (24) hours prior to it being occupied;**
- 3) The Kununurra Bushmen's Rodeo Association be invoiced for the \$100.00 licence fee;**
- 4) Provide a universal access (disabled) compliant ablution facility for use during the event (portable permissible as a short term solution with a view to installation of a permanent facility);**
- 5) Submission of the necessary documents for obtaining the necessary building licence for the new ablution block;**
- 6) Submission of an application for the installation of a septic tank and effluent disposal system that complies with the requirements of the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974 to treat the effluent from the ablution block.**

Carried Unanimously 8/0

Cr S Cooke enters Chambers at 5.58pm



SHIRE OF WYNDHAM EAST KIMBERLEY

APPLICATION FOR GRANT OR RENEWAL OF LICENCE
CARAVAN PARKS AND CAMPING GROUNDS ACT 1995, s27

FACILITY NAME OR PROPOSED NAME: KUNUNURRA CAMPDRAFT

OWNER DETAILS

Name KUNUNURKA BUSHMENS RODEO ASSOCIATION.
 Postal Address PO BOX 891, KUNUNURRA Post Code 6743
 Phone 0407394 Fax 91681673 Email KNXRDEO@GMAIL.COM
 Contact Person ⁸⁹¹ SOPHIE COOKE
 Signature Sophie Cooke Date 19/6/14

Land owner/s

1. Only necessary if applicant does not own the land referred to above.
2. Details to be provided in respect of each land owner.

Name _____
 Address _____ Post Code _____
 Phone _____ Fax _____ Email _____

PROPERTY DETAILS

Lot No. _____ Street No. _____
 Street Name _____ Suburb _____
 Nearest Street Intersection _____ Assessment No. _____
 Land on which the facility is situated or is to be situated (new applications only)
 Address _____
 Land description _____

Declaration (making a false statement may be an offence)

I/We declare that all details in this form are true and correct.

Signature of applicant/s: Sophie Cooke Date: 19/6/14
 Signature of applicant/s: _____ Date: _____

OFFICE USE ONLY	
Date Received <u>24-6-14</u>	Document No <u>AP-23684</u>
Fees Paid	Officer <u>Ken Lawth.</u>
Receipt No	Response
General Ledger Account	File
EHO Approved	Licence Issued

CAMPING PLOT MAP





19th June, 2014

Dear Ken

Please find attached all documentation required for the "camp site" application for the Campdraft and Rodeo which runs from the 27th of July, 2014- 3rd August 2014.

If you require any further information please do not hesitate to contact me.

Kind Regards

A handwritten signature in black ink that reads "Sophie Cooke". The signature is written in a cursive style with a large, looping initial 'S'.

Sophie Cooke

TREASURER

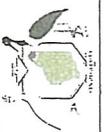
Attachment 4 - Aerial Photo of Site



Thursday, 19 June 2014

1:10000

The Shire of Wyndham East Kimberly does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.





Shire of Wyndham East Kimberley
Council Policy Number: CP/HTH-3762
**Licensing of Temporary Caravan Parks
and Camping Grounds**

OBJECTIVE:

To provide guidelines on the approval of temporary caravan parks and camping grounds within the Shire of Wyndham East Kimberley

POLICY:

Scope & Limitations

This policy applies to all locations within the Shire of Wyndham East Kimberley.

The following are defined in the *Caravan Parks and Camping Grounds Regulations 1997*;

- 'Long Stay Site' means a site at a caravan park which is to be occupied consecutively by the one person or group of persons for any period of time
- 'Short Stay Site' means a site at a caravan park which is to be occupied consecutively by the one person or one group of persons, for no longer than 3 consecutive months
- 'Camp Site' includes to camp in a vehicle but not caravans.
- 'Overflow Site' may only be used with the approval of the local government, for a period of time specified in that approval, and in accordance with any conditions placed on that approval

Background

The *Caravan Park and Camping Grounds Regulations 1997* give discretion to Local Government on the granting of temporary licences for caravan parks and camping grounds.

Section 54 of the regulations states;

- " (1) A local government may grant a temporary licence for a facility which is to remain in force for such period of less than one year, as it provided in the licence.;
- (2) A local government is to endorse on a temporary licence for a facility as conditions of the licence-
- (a) The maximum number of sites that may be used at the facility;
 - (b) The maximum number of sites of particular types that may be used at the facility; and
 - (c) The services that are to be provided"

Guiding Statement

1. TENURE

An application for a temporary facility must demonstrate legal entitlement or signed written permission from the owner to occupy the land.

2. NEED

The applicant shall detail the need for a temporary facility with particular due regard to;

- Providing justification for the temporary facility (why it's needed, the main users)
- Impact on existing caravan park and camping grounds within a 50km radius.

3. ENVIRONMENT

The design and location of a temporary facility must be sensitive and complimentary to environmental areas. Where there are concerns regarding the impact of a proposal on environmentally sensitive areas, the Shire may seek comment from the Environmental Protection Authority, Department of Environmental and Conservation, or equivalent, prior to determining the application.

4. AMENITY

The Shire accepts that lower levels of amenity than those which could be typically expected within a permanent holiday or caravan park. However, all applications should as a minimum accord with standards prescribed in this policy and any other environment, health and building legislation.

5. SPECIFIC APPLICATION DETAIL

The following shall be provided with the application for a temporary facility licence;

- 2 sets of accurately scaled and dimensioned locality plans, site layout plans and floor plans of buildings or facilities
- The number of sites
- The maximum number of people expected to use the facility
- Information on how each of the minimum requirements set out in this policy are to be addressed and how the facility will be managed
- Details of any consultation with local businesses, community groups or government agencies
- Dates of operation

6. FEES

Fees for operating a temporary caravan and camping ground licence are determined in 'Schedule 3 - Fees' of the *Caravan Park and Camping Grounds Regulations 1997*.

7. MINIMUM REQUIREMENTS

Applications should demonstrate that the Temporary camping facility meets the following minimum requirements:

7.1 ABLUTIONS

Ablution facilities shall be provided in accordance with the following table;

Sites	Toilets	Showers	Handbasins
1-10	2	2	2
11-20	4	2	2
20-30	4	4	4
30-40	6	4	4
40-50	6	6	6
50-60	8	6	6

Ablutions may either be stand alone unisex facilities or split 50/50 for male and female use.

- Temporary ablutions must be pumped out on a regular basis.

- Permanent ablutions must be connected to an on-site effluent disposal system approved by Shire's Environmental Health Officer.

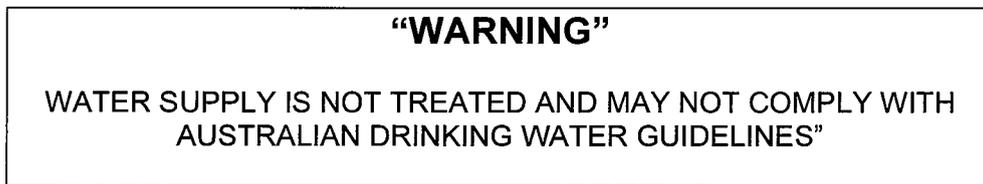
It is the responsibility of the facility licence holder to ensure that ablutions are maintained in a clean and suitable manner.

Laundry and washing up facilities are not required.

7.2 WATER

There must be a centrally located tap with running water for use by all occupiers. A tap must be no more than 90m from any campsite.

Where a potable supply of water cannot be provided, taps must be clearly signed with the following or similar.



Where drinking water is not provided, all occupants must be clearly notified prior to staying at the facility.

7.3 ELECTRICITY

Generators to 2kva are permitted between the hours of 7am and 9.30pm

7.4 RUBBISH

While rubbish bins are not required to be provided, advertising and notice to campers arriving at the park must be provided through approved signage advising that campers must take their own waste with them and where they may deposit it.

If bins are provided they shall be located within 90m of every site and emptied as necessary, but at least once a week.

Rubbish bins are to be sealed to prevent infestation from insects and vermin.

7.5 FIRE FIGHTING EQUIPMENT

Where a facilities water supply is not adequate to operate fire hoses effectively, the facility may have;

- i) fire extinguishers accessible at all times within 90m of every site; or
- ii) a portable fire fighting unit with a minimum capacity of 1000L, which must be full and easily accessible at all times. The operational capacity of a fire fighter unit shall be demonstrated upon request by the Shire's Fire Control Officer or a FESA representative.

7.6 SETBACKS

Camp area shall be clearly defined and marked so it is clear to users where they shall and shall not camp.

There shall be no more than ten (10) people permitted to camp on a site at any one time

A maximum of one caravan, bus, campervan or tent is permitted per site.

A minimum of 3m is required between caravans, buses, campervans and tents on different sites.

Caravans, buses, campervan and tents must be set back at least 5m from the road.

7.7 CARETAKER'S RESIDENCE

A caretaker may reside at the temporary facility for the term of the temporary license.

If a caretaker is not on-site then an emergency point of contact must be nominated and provided to each occupier of the facility.

7.5 ADVERTISING AND COMMERCIAL ACTIVITIES

Advertising the temporary facility is not permitted.

Patrons are not permitted to conduct commercial or profit making business activities within the temporary facility.

8. LICENCE

8.1 SITES

Only short stay sites and camp sites will be approved at a temporary caravan park and camping ground.

Long stay sites and overflow sites will not be approved at temporary caravan park and camping ground.

8.2 INSPECTION

Temporary facilities will only be issued a licence from the Shire of Wyndham East Kimberley once an Environmental Health Officer has inspected the site and determined that the facility meets minimum standards.

Outcomes

This policy has been developed to formalise existing temporary camp ground arrangements and provide guidance for their approval in the future. It aims to provide an acceptable standard of amenity for campers staying within a temporary facility. It provides guidance to staff, Councillors, government agencies, landowners, and the general public regarding the assessment of applications for temporary camp facilities.

GOVERNANCE REFERENCES

Statutory Compliance	<i>Caravan Parks and Camping Grounds Act 1995 Caravan Parks and Camping Grounds Regulations 1997</i>
Industry Compliance	
Organisational Compliance	Delegations Manual
Process Links	

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Development Services		Senior Environmental Health Officer		Ext: 175	
Date Effective	22 June 2011				
Date Adopted	21 June 2011	Last Reviewed	21 June 2011		
Risk Rating	Low	Review Cycle	Tri-Annual	Next Due	21 June 2014

13.5 CHIEF EXECUTIVE OFFICER

13.5.1 Use of Common Seal

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	GN.02.1

PURPOSE

For Council to receive this report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 19 June 2014 to 21 July 2014.

STATUTORY IMPLICATIONS

Local Government Act 1995

Council's Standing Order Local Law makes reference to the application of the Common Seal.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

This report aligns with Council's focus on Governance, Goal 1 of Council's Strategic Community Plan.

COMMENT

The following documents have had the Shire of Wyndham East Kimberley Common Seal applied:

Date of Use	Document
19/06/2014	Licence Agreement with BGC Asphalt
01/07/2014	Lease of Suites 1, 2 and 4 Tourism House, Kununurra – to Tourism North West Incorporated
14/07/2014	Contract for the supply of goods and the provision of street sweeping services with Tox Free Australia
14/07/2014	Contract for the supply of waste disposal goods and the provision of goods and services in respect of the collection of waste with Tox Free Australia
14/07/2014	Lease for Avis Vehicle Storage at East Kimberley Regional Airport

ATTACHMENTS

There are no attachments associated with this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 19 June 2014 to 21 July 2014.

COUNCIL DECISION

Minute No. 10487

**Moved: Cr B Robinson
Seconded: Cr K Wright**

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 19 June 2014 to 21 July 2014.

Carried Unanimously 9/0

13.5.2 Delegated Authority Report

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	PL.02.1

PURPOSE

To report to Council on the use of Delegated Authority by Officers for the period 1 - 30 June 2014.

BACKGROUND

Use of Council approved Delegated Authority by Officers is reported to Council on a monthly basis.

The attached tables outline use of Delegated Authority by relevant Officers for the above period.

STATUTORY IMPLICATIONS

Local Government Act 1995 - Sect 5.46

5.46. Register of, and records relevant to, delegations to CEO's and employees.

The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.

At least once every financial year, delegations made under this Division are to be reviewed by the delegator.

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 of the power or the discharge of the duty.

POLICY IMPLICATIONS

No policy implications apply in the preparation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

There are no strategic implications associated with this matter

COMMUNITY CONSULTATION

Community consultation is not required in relation to this item.

COMMENT

The attached report outlines the use of Delegated Authority by relevant Council Officers for endorsement by Council.

ATTACHMENTS

Attachment 1 – Delegated Authority Report

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receives the Delegated Authority Report for the period 1 – 30 June 2014.

COUNCIL DECISION

Minute No. 10488

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council receives the Delegated Authority Report for the period 1 – 30 June 2014.

Carried Unanimously 9/0

Attachment 1 - Delegated Authority Report
**AMENDMENTS TO EXISTING BUILDING PERMIT (Form BA04) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING
AUTHORITY – 01 to 30 June 2014**

DOC NO	DATE ISSUED	ASSESS NO.	BUILDING PERMIT	AMEND NO	OWNER	BUILDER	BRB / OB NO	LOCATION	DESCRIPTION	AMENDMENT DETAILS
BA6728	17/06/2014	A6886P	087/2011	1	D Moncrieff	D Moncrieff	N/A Owner Builder	Lot 20 Curlew Court Kununurra	Swimming Pool	Shade Sail attached to existing verandah beams

**CERTIFICATE OF DESIGN COMPLIANCE (Form BA03) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING
AUTHORITY – 01 to 30 June 2014**

APPLIC NO	DATE APPLIC RECD	DATE ISSUED	ASSESS NO.	CERT No	LOCATION	DESCRIPTION
101402	3/06/2014	20/06/2014	A7421P	BA6740	Lot 397 (6) nauclea Way Kununurra	Class 1A dwelling with detached Class 1A portion, Class 10A carport and outdoor living and Class 10B swimming pool and isolation fence
101403	2/06/2014	23/06/2014	A73743P	BA6747	Lot 158 Berkeley Crescent	Class 1A dwelling within Class 10A shed with mezzanine floor (excluding access & barrier to mezzanine)
101420	26/06/2014	27/06/2014	A7206P	BA6766	Lot 313 (7) Zamia Link Kununurra	Class 10B Below Ground Swimming Pool & Fence
101419	26/06/2014	27/06/2014	A781P	BA6770	Lot 11 (601F) (2) Pruinosa Street Kununurra	Class 6 fit-out alterations to existing Class 5 structure
101418	26/06/2014	27/06/2014	A7344P	BA6773	Lot 111 Berkeley Crescent Kununurra	Class 1A dwelling with attached Class 10A verandahs & portico
101385	30/07/2177	27/06/2014	A7317P	BA6776	Lot 180 Pentecost Elbow, Kununurra	Class 1A dwelling with attached Class 10A verandah
101414	26/06/2014	30/06/2014	A7916P	BA6781	Durack Lot 549 (DP76707) Great Northern Highway Fia Kununurra	Class 10B 60m mast and array

BUILDING PERMITS (Form BA04) ISSUED AS THE PERMIT ISSUING AUTHORITY – 01 to 30 June 2014

LIC#	DATE RECEIVED	DATE LICENCED	OWNER	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	EST. VALUE	COMMENT / PROCESSING TIME - WORKING DAYS
058/2014	3/06/2014	20/06/2014	Sophie & Russell Cooke	DE Carpenters Pty Ltd	Lot 397 (6) nauclea Way Kununurra	Class 1A dwelling with detached Class 1A portion, Class 10A carport and outdoor living and Class 10B swimming pool and isolation fence	New	\$ 480,000.00	12/25 assess days
059/2014	2/06/2014	23/06/2014	Tanya & Clinton Pearson	Tanya & Clinton Pearson	Lot 158 Berkeley Crescent	Class 1A dwelling within Class 10A shed with mezzanine floor (excluding access & barrier to mezzanine)	New	\$ 150,000.00	
060/2014	NOT YET ISSUED								
061/2014	26/06/2014	27/06/2014	Katie & Lee Guymer	Katie & Lee Guymer	Lot 313 (7) Zamia Link Kununurra	Class 10B Below Ground Swimming Pool & Fence	New	\$ 30,000.00	1/25 assess days
062/2014	26/06/2014	27/06/2014	Andrew Mock	DE Carpenters Pty Ltd	Lot 11 (601F) (2) Pruinosa Street Kununurra	Class 6 fit-out alterations to existing Class 5 structure	Add	\$ 2,000.00	1/25 assess days

063/ 2014	26/06/2014	27/06/2014	William & Keryn Withey	East Kimberley Constructions Pty Ltd	Lot 111 Berkeley Crescent Kununurra	Class 1A dwelling with attached Class 10A verandahs & portico	New	\$ 378,145.00	1/25 assess days
064/ 2014	26/06/2014	30/06/2014	Kelly Walburn & Ben Sneath	DE Carpenters Pty Ltd	Lot 180 Pentecost Elbow, Kununurra	Class 1A dwelling with attached Class 10A verandah	New	\$ 319,657.00	Planning HII Fees
065/ 2014	30/06/2014	30/06/2014	Shire of Wyndham - East Kimberley	East Kimberley Constructions Pty Ltd	Lot 311 Laine Jones Drive Kununurra	Class 7B Commercial Storage Shed	New	\$ 214,000.00	1/10 assess days
066/ 2014	26/06/2014	30/06/2014	Telstra Corporation Limited	Telstra Corporation Limited	Durack Lot 549 (DP76707) Great Northern Highway Fia Kununurra	Class 10B 60m mast and array	New	\$ 200,000.00	1/25 assess days
067/ 2014	26/06/2014	30/06/2014	Global Barramundi Lease (State of WA)	Gary Holben t/as Pandanus Homes	Loc 612 Lake Argyle Road Lake Argyle via Kununurra	Class 3 Accommodation & Class 7B workshop	New	\$ 320,000.00	1/10 assess days

OCCUPANCY PERMITS (Form BA10) ISSUED – 01 to 30 June 2014

OCCUP PERMIT NO	DATE	BUILDING PERMIT / LICENCE NO	ASSESS NO.	Receipt No	Building Class	OWNER	BUILDER	BRB / OB NO	LOCATION	DESCRIPTION
BA6726	11/06/2014	092/2014	A5677P	TO BE PAID	3	Dambimangari Aboriginal Corporation	H&M Tracey Constructions Pty Ltd	WA 11915	Easton Loc 14 (Reserve 23079) "Winjingarra Bard Bard" "Freshwater Cove"	Class 3 Accommodation Chalets (x 2)
BA6735	18/06/2014	079/2008	A5832P	N/A prior to 01.04.2012	5 & 10A	C & J Henggeler	G & S Johns Pty Ltd	Owner/ Builder - not within jurisdiction of Builders Registration Board	Lot 316 Cyril Kleinig Drive Kununurra	Class 5 Office with detached Class 10A ablution

CERTIFICATES OF CONSTRUCTION COMPLIANCE (Form BA17) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY – 01 to 30 June 2014

APPLIC NO	DATE ISSUED	ASSESS NO.	CERT No	BUILDING PERMIT NO	LOCATION	DESCRIPTION
101187	11/06/2014	A5677P	BA6725	092/2013	Easton Loc 14 (Reserve 23079) "Freshwater Cove" Via Wyndham	Class 3 Accommodation Chalets (x 2)

THERE WAS NO REPORTABLE ACTIVITY FOR THE PERIOD – 01 to 30 June 2014 for the following:

- DEMOLITION PERMITS (Form BA06)
- OCCUPANCY PERMITS – STRATA (BA12)
- BUILDING APPROVAL CERTIFICATES (BA14)
- BUILDING APPROVAL CERTIFICATES – STRATA (Form BA16)
- CERTIFICATES OF BUILDING COMPLIANCE (Form BA18)
- FORMAL NOTICE / BUILDING ORDER – pursuant to Building Act 2011
- EXTENSIONS OF TIME
- SIGN LICENCES

No activity reported by External Permit Issuing Authorities under Building Act 2011 relating to properties within the Shire of Wyndham – East Kimberley

- BUILDING PERMITS (BA04)
- DEMOLITION PERMITS (BA06)
- CERTIFICATES OF DESIGN COMPLIANCE (BA03)
- OCCUPANCY PERMITS (Form BA10)

13.5.3 Delegations Register 2014/15

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	CM.07.1

PURPOSE

For Council to consider and adopt the Delegations Register for 2014/15

BACKGROUND

The Local Government Act 1995 allows Council to delegate to the Chief Executive Officer and a committee exercise of certain powers or the discharge of any of its duties under the Act.

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation

A Register of delegations is to be kept and reviewed at least once every financial year.

The Delegations Register for 2013/14 was adopted by Council in July 2013.

The Local Government Act 1995 allows for the Chief Executive Officer to sub-delegate any of their powers to another employee, this will be done in writing and included in the Delegations Register.

STATUTORY IMPLICATIONS

Local Government Act 1995

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).

[Section 5.17 amended by No. 49 of 2004 s. 16(2).]

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.

5.42. 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 —
 - (a) this Act other than those referred to in section 5.43; or
 - (b) the Planning and Development Act 2005 section 214(2), (3) or (5).

** 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.

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.*

5.44. CEO may delegate powers and duties to other employees

- (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.*
- (3) *This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the CEO under section 5.42, but in the case of such a power or duty —*
 - (a) *the CEO's power under this section to delegate the exercise of that power or the discharge of that duty; and*
 - (b) *the exercise of that power or the discharge of that duty by the CEO's delegate,*
are subject to any conditions imposed by the local government on its delegation to the CEO.
- (4) *Subsection (3)(b) does not limit the CEO's power to impose conditions or further conditions on a delegation under this section.*
- (5) *In subsections (3) and (4) —*

“conditions” includes qualifications, limitations or exceptions.

5.45. Other matters relevant to delegations under this Division

- (1) *Without limiting the application of sections 58 and 59 of the Interpretation Act 1984 —*
 - (a) *a delegation made under this Division has effect for the period of time specified in the delegation or where no period has been specified, indefinitely; and*
 - (b) *any decision to amend or revoke a delegation by a local government under this Division is to be by an absolute majority.*
- (2) *Nothing in this Division 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.*

5.46. Register of, and records relevant to, delegations to CEO and employees

- (1) *The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.*
- (2) *At least once every financial year, delegations made under this Division are to be reviewed by the delegator.*
- (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 of the power or the discharge of the duty.*

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 1: Strong leadership and governance that underpins a more strategic approach to community engagement, regional development and organisational sustainability

Objective 1.4 Business innovation, efficiency and improved service

Strategy 1.4.1: Ensure legislative compliance and follow best practice principles in planning and service delivery

COMMUNITY CONSULTATION

None required

COMMENT

The Delegations Register for 2014/15 has undergone minimal changes to existing delegations. New delegations have been added to reflect administrative best practice and good governance; however all new delegations represent little change to the procedures already in place and have no impact with respect to Council policy. The new delegations included in the 2014/15 register are:

- Representing Local Government in Court
- Authority to Initiate Prosecutions
- Acting Chief Executive Officer
- Recovery of Debts
- Insurance – Public Liability Claims
- Liquor – Sale & Consumption on Council Property
- Licences, Signs and Hoardings
- Enforcement and Infringement Notices
- Powers of Entry
- Road Trains & Extra Mass Permits
- Traffic Regulatory Signs

- Appoint Authorised Persons (Swimming Pool Inspectors)
- Recover the Charge Imposed for Private Swimming Pool Inspections
- Administration of other Acts
- Variation to Firebreak Orders
- Variation to Prohibited Burning Times
- Prepare Electoral Rolls & Eligibility for Enrolment
- Audit & Finance Committee
- Authorisation of Expenditure

The Delegations Register 2014/15 reflects best practice in the drafting of delegations and meets the Shire's legislative requirements. The inclusion of new delegations represents little change to the procedures already in place and has no impact on Council policy. The Delegations Register 2014/15 is critical to the operation of the organisation and the Council.

ATTACHMENTS

Attachment 1 - Delegations Register 2014/15

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council adopts the Delegations Register 2014/15.

MOTION

Cr K Wright moves that Council defer the item 13.5.3 Delegations Register 2014/15 to the next Briefing Session.

COUNCIL DECISION

Minute No. 10489

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council defer the item 13.5.3 Delegations Register 2014/15 to the next Briefing Session.

Carried 5/4

For: Cr D Learbuch, Cr K Wright, Cr D Spackman, Cr G Taylor, Cr G King

Against: Cr S Cooke, Cr J Moulden, Cr B Robinson, Cr R Dessert

DELEGATIONS REGISTER 2014/15

SHIRE OF WYNDHAM EAST KIMBERLEY

All Delegations included within this Register were adopted at a meeting of the Council held

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OVERVIEW

LOCAL GOVERNMENT ACT REGISTER OF DELEGATIONS

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation.

The Local Government Act 1995 allows for a local government to delegate to the Chief Executive Officer (Sections 5.42 and 5.43) the exercise of any of its powers or the discharge of any of its duties under the Act.

The Act allows for the Chief Executive Officer to delegate any of their powers to another employee; this must be done in writing. The Act allows for the Chief Executive Officer to place conditions on any delegations if they desire. The powers cannot, however, be further sub-delegated.

The purpose of this document is to detail which authorities have been delegated by the Council to the Chief Executive Officer and which delegations have been sub-delegated by the Chief Executive Officer to specified employees.

The manual details the related document(s) where the power to delegate is derived from. This enables easier cross referencing.

LIMITS ON DELEGATIONS TO THE CEO

In accordance with section 5.43 of the Local Government Act 1995 the following are decisions that cannot be delegated to the Chief Executive Officer:

- Any power or duty that requires a decision of an absolute majority or 75% majority of the local government;
- accepting a tender which exceeds an amount determined by the local government;
- appointing an auditor;
- acquiring or disposing of any property valued at an amount determined by the local government;
- any of the local government's powers under Sections 5.98, 5.99 and 5.10 of the Act;
- borrowing money on behalf of the local government;
- hearing or determining an objection of a kind referred to in Section 9.5;
- any power or duty that requires the approval of the Minister or Governor; or
- such other duties or powers that may be prescribed by the Act.

REGISTER OF, AND RECORDS RELEVANT TO, DELEGATIONS

In accordance with section 5.46 of the Local Government Act 1995 a register of delegations, being this manual, relevant to the Chief Executive Officer is to be kept and reviewed at least once every financial year.

OTHER DELEGATIONS

For ease of reference, this register also contains delegations which are derived from a number of other legislations that prescribe the power to delegate. These legislations being:

- Shire of Wyndham East Kimberley Town Planning Schemes

- Planning and Development Act 2005
- Food Act 2008
- Health Act 1911
- Litter Act 1979
- Caravan Parks and Camping Grounds Act 1995
- Building Act 2011
- Building Regulations 2012
- Bush Fires Act 1954

DELEGATIONS

1. RIGHT TO INSPECT CONFIDENTIAL INFORMATION

LEGISLATIVE POWER Local Government Act 1995 Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated the authority to determine whether information prescribed as confidential may be made available for inspection under section 5.95(7) of the *Local Government Act 1995*.

2. COPIES OF INFORMATION

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 & 5.96

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to ensure, under section 5.96 of the *Local Government Act 1995*:

1. that copies of information are available to persons who are entitled to request the information under Division 7, Part 5 of the Act, and
2. that the price at which the copies are sold does not exceed the cost of providing the copies.

3. AUTHORITY TO SIGN & CERTIFY DOCUMENTS & LETTERS

LEGISLATIVE POWER Local Government Act 1995, Section 9.49A(4) and 9.31

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to sign, on behalf of the Shire, a document that is necessary or appropriate for carrying out functions under any written law.

Delegated authority to certify a copy of a local law of the Shire, or a copy of any other document of or adopted by the Shire, to be a true copy.

Delegated authority to sign letters that relate to normal operations, are the result of a Council decision or are permitted by another delegation or a Council policy.

4. AUTHORITY TO AFFIX THE SHIRE'S COMMON SEAL

LEGISLATIVE POWER Local Government Act 1995, Section 9.49A(2) and 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to affix the common seal of the Shire to a document that needs the Shire's common seal to be legally effective and that is within one or more of the following categories –

1. documents required to satisfy conditions of subdivision and/or development approval;
2. documents required to effect the transfer of land as part of a settlement transaction (sale and purchase);
3. documents required to secure the repayment of a loan granted by the Shire, a loan granted to the Shire by a third party and/or to secure the pre-funding of infrastructure works by the Shire;
4. documents required to effect the grant of leasehold interests in the land either by the Shire to a third party, or by a third party to the Shire;
5. documents required to effect the grant of a licence either by the Shire to a third party, or by a third party to the Shire;
6. documents required to effect the subdivision of land, including the strata titling of land;
7. documents which are capable of registration and/or lodgement at Landgate (WA Land Titles office); and
8. documents that are necessary or appropriate to enable a CEO to carry out his functions under any written law.

Condition:

The document must not be inconsistent with a Council policy or resolution.

5. ACTING CHIEF EXECUTIVE OFFICER

LEGISLATIVE POWER Local Government Act 1995, Section 5.44

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated authority to appoint an Acting Chief Executive Officer during any periods of approved leave of absence. The Chief Executive Officer, on making any appointment under delegated authority, shall inform the Council of the details of the appointment, including a timeline for the appointment.

6. PREPARE ELECTORAL ROLLS & ELIGIBILITY FOR ENROLMENT

LEGISLATIVE POWER Local Government Act Section 4 and 5

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to prepare owners and occupiers rolls, call for applications for eligibility for enrolment and to determine any applications received.

7. AWARD/INDUSTRIAL MATTERS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to act on the Council's behalf in any general Industrial/Award matter and any Industrial dispute involving any employee/s of the Shire.

8. LEGAL ADVICE

LEGISLATIVE POWER Local Government Act 1995 Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Subject to provision being made in the budget for legal expenses, authority to obtain from an appropriate solicitor, such legal advice, assistance and opinions as deemed necessary in the exercise of the management of Local Government.

9. REPRESENTING LOCAL GOVERNMENT IN COURT

LEGISLATIVE POWER Local Government Act 1995 Section 9.29

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated authority to appoint persons pursuant to section 9.29 of the Local Government Act 1995, to represent the Shire of Wyndham East Kimberley generally in proceedings in the court of petty sessions and Local Court.

DEFINITIONS

proceedings means —

- (a) proceedings in the Magistrates Court, the Children’s Court or the State Administrative Tribunal; or
 - (b) proceedings in respect of a claim against a person who takes the benefit of an Act for the relief of bankrupt debtors.
- (2) In proceedings a person who is —
- (a) the CEO; or
 - (b) an employee of the local government appointed in writing signed by the CEO to represent the local government generally or in a particular case, may represent the local government in all respects as though the person were the local government.
- (3) The person representing the local government in the proceedings is entitled to be reimbursed by the local government for any money paid or required to be paid by the person as a result of representing the local government in the proceedings.

10. AUTHORITY TO INITIATE PROCEEDINGS

LEGISLATIVE POWER Local Government Act 1995 Section 9.24

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated authority to commence a prosecution for an offence against this Act or under a Local Law under Section 9.24 of the Local Government Act 1995.

11. INSURANCE – PUBLIC LIABILITY CLAIMS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated authority to consider claims against the Shire for property damage that do not exceed the insurance policy excess levels and to accept or deny liability on behalf of the Shire.

12. TENDERS

LEGISLATIVE POWER Local Government Act 1995 Sections 5.42 and 5.43 (b),
3.57(1)
Functions and General Regulations 1996 Regulations 11,
14(2a), 18(4) & (5), 20, 20(2), 21(1), 23(3)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to:

1. seek expressions of interest before entering the tender process;
2. consider any submissions of interest that have not been rejected and decide which ones could satisfactorily supply the goods or services;
3. invite tenders before entering into a contract for goods and services with a value of \$100,000 or more, provided that appropriate provision is made, or is proposed to be made, in Council's Adopted Budget;
4. determine in writing the criteria for accepting tenders.

Provided that appropriate provision is made with reference to the Council's Purchasing and Tendering Policy (F19).

13. DISPOSAL OF PROPERTY

LEGISLATIVE POWER Local Government Act 1995 Section 3.58

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

That the Council delegate authority to the Chief Executive Officer to dispose of property by public tender or public auction where the individual value of the property disposal is greater than \$20,000 but less than \$100,000 per item or land valued at an amount not exceeding \$500,000, provided that appropriate provision is made in the Council's Adopted Budget. Property can be disposed of by other means than public tender or public auction, if before agreeing to dispose of the property, local public notice is given of the proposed disposition or if the market value is less than \$20,000.

That the Council delegate authority to the Chief Executive Officer to gift or donate property with a maximum written down value of \$500.

14. PRIVATE WORKS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42 and 5.43(b)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to enter into commercial arrangements under which the Shire is to provide works or services.

Conditions

This authority must be exercised in accordance with the Council policies and the value of each arrangement must not exceed the amount determined by the Council for the purposes of section 5.43(b) of the *Local Government Act 1995*.

15. APPOINTMENT OF CONSULTANTS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to engage consultants including architects, surveyors, valuers, planning and engineering consultants and the like.

Conditions

In exercising this function:

1. delegates must comply with all relevant Council policies;
2. funds for the engagement must be within the budget adopted by the Council;
3. the engagement must be for a project approved by the Council; and
4. the cost to the Shire of the engagement must not exceed \$100,000.

16. EXPENSES OF COUNCILLORS AND STAFF

LEGISLATIVE POWER Local Government Act 1995 Sections 5.98, 5.101, 5.102 & 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to:

1. approve expenses which are to be reimbursed to Council members, provided that the expenses are of the kind prescribed as those which the local government can approve for reimbursement (subject to section 5.98(3));
2. approve reimbursement, either generally or in a particular case, to a Council member of an expense that may be approved by the Shire;
3. reimburse an employee for an expense that was incurred in relation to a matter affecting the Shire; and
4. make a cash advance to a person for an expense which can be reimbursed.

17. WAIVING/GRANTING CONCESSIONS FOR FEES AND CHARGES (Other Than Rates or Service Charges)

LEGISLATIVE POWER Local Government Act 1995 Section 6.12(b)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated to waive fees and charges (other than rates or service charges) or grant concessions.

The Chief Executive Officer will determine what conditions apply to granting of a concession.

This delegation is subject to section 6.12(2) of the Local Government Act 1995.

18. WRITE OFF DEBTORS (Rates and Others) UP TO \$200.00

LEGISLATIVE POWER Local Government Act 1995 Section 6.12

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to write off debtors (rates and others) with an account balance of \$200 or less.

This delegation is subject to section 6.12(2) of the Local Government Act 1995.

19. PAYMENTS FROM THE MUNICIPAL FUND AND TRUST FUND

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 and Local Government (Financial Management) Regulations 1996, Regulations 12 and 13

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to make payments from the municipal fund and trust fund.

Note: regulation 13 of the Local Government (Financial Management) Regulations 1996 states –

'13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

- (a) the payee's name; and
- (b) the amount of the payment; and
- (c) the date of the payment; and
- (d) sufficient information to identify the transaction.

(2) A list of accounts for approval to be paid is to be prepared each month showing —

- (a) for each account which requires council authorisation in that month —
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
- (b) the date of the meeting of the council to which the list is to be presented.

(3) A list prepared under subregulation (1) or (2) is to be —

- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting'.

20. RATE BOOK

LEGISLATIVE POWER Local Government Act 1995 Section 5 and 6

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to perform the following functions:

1. compile and amend the rate record under section 6.39 of the *Local Government Act 1995* and reassess rates and service charges payable under section 6.40;
2. the service of rate notices under section 6.41 of the *Local Government Act 1995*;
3. enter into an agreement under section 6.49 of the *Local Government Act 1995* for the payment of a rate or service charge;
4. determine the date that a rate or service charge becomes due and payable under section 6.50 of the *Local Government Act 1995*;
5. the recovery of rates and service charges under sections 6.54 to 6.62 of the *Local Government Act 1995*;
6. lodge a caveat on land where the rates are in arrears and it is considered that the interests of the Shire should be protected and the subsequent withdrawal of a caveat once arrears of rates have been settled. under section 6.64(3) of the *Local Government Act 1995*.
7. grant an extension of time for making an objection to the rate record under section 6.76(4) of the *Local Government Act 1995*; and
8. allow or disallow, under section 6.76(5) of the *Local Government Act 1995*, any objection to the rate record and serve notice of the decision and a statement of reasons for the decision upon the person lodging the objection under section 6.76(6).

21. INVESTMENTS

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 and Local Government (Financial Management) Regulations 1996, Regulation 19

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority:

1. to invest any monies held in the municipal fund or the trust fund that is not, for the time being, required by the local government for any other purpose; and
2. to establish and document internal control procedures to be followed by employees to ensure control over investments. The control procedures are to enable the identification of:
 - (a) the nature and location of all investments, and
 - (b) transactions related to each investment.

22. EXPENDITURE BEFORE ADOPTION OF BUDGET

LEGISLATIVE POWER Local Government Act 1995 Section 5 and 6

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to authorise operating expenditure and appropriate capital expenditure that is included in Council's Corporate Business Plan from the municipal fund prior to the adoption of the annual budget.

Condition

The CEO must include the expenditure in the draft budget to be presented to the Council.

Expenditure must be in accordance with CP/FIN-3204 Purchasing and Tendering Policy and AP/FIN-1201 Purchasing Authority Limitations.

23. CONTRACT VARIATIONS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to approve variations within 10% or up to \$100,000 for contracts that would otherwise require authorisation by the Council, subject to the funds required to meet the cost of the variations being within the amount set aside in the budget adopted by the Council.

24. RECOVERY OF DEBTS

LEGISLATIVE POWER Local Government Act 1995, Part 6 Financial Management

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to take action to recover any outstanding debts pursuant to the Local Government Act 1995, Part 6.

25. AUTHORISATION OF EXPENDITURE

LEGISLATIVE POWER Local Government Act 1995, Section 6.10(d)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to purchase goods and services with unlimited purchasing authority; where expenditure has been approved in the annual budget and in accordance with Policy CP/FIN3204 – Purchasing and Tendering Policy.

26. ENVIRONMENTAL HEALTH

LEGISLATIVE POWER Health Act 1911 Section 26, Food Act 2008, Litter Act 1979, Caravan and Camping Grounds Act 1995 & Environmental Protection Act 1986

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

In accordance with section 26 of the *Health Act 1911*, delegates have the capacity to exercise and discharge all or any of the powers and functions of the local government.

Delegated authority to exercise all of the functions conferred or imposed on the Shire of Wyndham East Kimberley, as an enforcement agency, under and subject to section 118(2) of the *Food Act 2008*.

Authorisation to administer:

- the *Food Act 2008* and associated regulations and local laws;
- the *Litter Act 1979* and regulations;
- the *Caravan Parks and Camping Grounds Act 1995*
- the *Environmental Protection Act 1986*;
- the 2003 Shire of Wyndham East Kimberley Local Laws; and
- the 2004 Shire of Wyndham East Kimberley Health Local Laws.

27. APPOINT AUTHORISED PERSONS (SWIMMING POOL INSPECTORS)

LEGISLATIVE POWER Building Regulations 2012, Regulation 53(1)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The local government must arrange for authorised person(s) to inspect private swimming pools containing water more than 300mm deep at intervals of no more than 4 years for the purpose of monitoring whether the provisions in regulation 50 and 52 are complied with pursuant to Building Regulations 2012 r. 53(1).

CONDITIONS

The authorisations must be in writing and recorded on the appropriate file and the person's personal file.

Copies of all reports on swimming pools inspected are to be retained on the appropriate file or record.

28. RECOVER THE CHARGE IMPOSED FOR PRIVATE SWIMMING POOL INSPECTIONS

LEGISLATIVE POWER Building Regulations 2012, Regulation 53(2)

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated power to recover the amount of a charge imposed for the inspection of a private swimming pool in a court of competent jurisdiction, pursuant to the Building Regulations 2012, Regulation 53(2).

29. IMPOUNDING GOODS

LEGISLATIVE POWER Local Government Act 1995 Section 3.39, 4.42, 3.44, 3.46, 3.47, 3.48 & 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to:

1. remove and impound, and to authorise any employee to remove and impound, under section 3.39 of the *Local Government Act 1995*, any goods that are involved in a contravention that can lead to impounding;
2. take action under section 3.42(1) of the *Local Government Act 1995* in respect of removal and impounding of non-perishable goods;
3. give the notice, required under section 3.44 of the *Local Government Act 1995*, to an alleged offender to collect goods that have been removed and impounded;
4. refuse, under section 3.46 of the *Local Government Act 1995*, to allow impounded goods to be collected until costs have been paid;
5. sell or otherwise dispose of confiscated goods under section 3.47 of the *Local Government Act 1995*; and
6. take action under section 3.48 of the *Local Government Act 1995* to recover costs and expenses.

30. SALE OF IMPOUNDED OR CONFISCATED VEHICLES, ANIMALS OR GOODS

LEGISLATIVE POWER Local Government Act 1995 Section 3.47

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to exercise the powers under section 3.47 of the *Local Government Act 1995* to dispose of any vehicles, animals or goods that have been impounded or confiscated.

Condition

If a disposal is by way of a public tender or public auction or private treaty or expressions of interest, the CEO cannot accept any per item amount exceeding the sum of \$100,000 – which must be referred to the Council for determination.

31. ENFORCEMENT AND INFRINGEMENT NOTICES

LEGISLATIVE POWER Local Government Act 1995, Part 9, Division 2, Subdivision 1 and 2

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer has delegated authority under section 9.10 of the Local Government Act 1995 to appoint, in writing, persons or classes of persons to be authorised for the purposes of performing particular functions under the following sections of the said Act:

- 9.11 Persons found committing breach of Act to give name on demand
- 9.13 Onus of proof in vehicle offences may be shifted
- 9.16 Giving a notice
- 9.17 Content of notice
- 9.19 Extension of time
- 9.20 Withdrawal of notice

The local government is to issue to each person so authorised a certificate stating that the person is so authorised, and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorised person.

32. TOWN PLANNING

LEGISLATIVE POWER Planning and Development Act 2005 & Shire of Wyndham East Kimberley Town Planning Schemes

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegation of the following powers and duties under Town Planning Scheme No. 7 (TPS 7):

1. LAND USES

- 1.1 Approve all development applications where the proposed use is a 'P' use including minor variation to Residential Design Codes where no objection is raised by adjoining landowners/occupiers;
- 1.2 Approve all development applications where the proposed use is an 'IP' use;
- 1.3 Approve the following development applications where the proposed use is an 'AA' use;
 - i. Grouped Dwellings in Residential and Town Centre Zones;
 - ii. Offices and Warehouses in Mixed Business Zones;
 - iii. Agricultural uses in Rural Agriculture 1, Rural Agriculture 2 and Rural Living, Rural Residential, and Rural Small Holdings Zones;
 - iv. building extensions to existing buildings;
 - v. Industrial Uses in Composite, Light and General Industry zones;
 - vi. Home Occupation and Home Business in all zones;
 - vii. variations to setbacks to property boundaries for residential dwellings in accordance with the provisions of the Residential Design Codes (Multiple and Grouped Dwellings); and
- 1.4 Impose conditions on development approval.

2. **ADVERTISING OF 'SA' USES**
 - 2.1 Initiate advertising for an application involving a proposed 'SA' use and refer the application and submissions to Council.

3. MISCELLANEOUS

- 3.1 All matters which arise out of the imposition of conditions on development approvals;
- 3.2 Determine the Shire's position with respect to any mediation process resulting from an appeal to the State Administrative Tribunal following consultation with the Shire President (or in the absence of the Shire President the Deputy President); and
- 3.3 Issue and serve notices, and take any other enforcement action, against a person who is suspected to be in breach of TPS 7.

Conditions and Exceptions

1. A list of all development applications determined under delegated authority shall be incorporated in the Council's agenda and minutes;
2. Every applicant who received notification of a conditional approval of a development application that was determined by delegation and is aggrieved by the decision may within 28 days of the date of that decision request that the matter be reconsidered by Council;
3. All applications where the recommendation is for refusal must be presented to Council for consideration;
4. Legal action in relation to breaches of planning conditions and/or breaches of TPS 7 can only be undertaken in accordance with Council Policy.

33. DEMOLITION PERMITS

LEGISLATIVE POWER Building Act 2011, Divisions 2, 3 and 4 of Part 2

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated functions of the Shire as the permit authority in respect of an application for, and the grant or refusal of, a demolition permit under Divisions 2, 3 and 4 of Part 2 of the *Building Act 2011*.

34. BUILDING ORDERS

LEGISLATIVE POWER Building Act 2011, Divisions 5 of Part 8

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated functions of the Shire as the permit authority in respect of building orders under Division 5 of Part 8 of the *Building Act 2011*.

35. BUILDING PERMITS

LEGISLATIVE POWER Building Act 2011, Divisions 2, 3 and 4 of Part 2

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated functions of the Shire as the permit authority in respect of an application for, and the grant or refusal of, a building permit under Divisions 2, 3 and 4 of Part 2 of the *Building Act 2011*.

36. OCCUPANCY PERMITS AND BUILDING APPROVAL CERTIFICATES

LEGISLATIVE POWER Building Act 2011, Divisions 3 of Part 4

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated functions of the Shire as the permit authority in respect of an application for, and the grant, modification or refusal of, an occupancy permit or building approval certificate under Division 3 of Part 4 of the *Building Act 2011*.

37. CERTAIN THINGS TO BE DONE IN RESPECT OF LAND

LEGISLATIVE POWER Local Government Act 1995 Sections 3.24, 3.25, 3.26, 3.27, 3.31, 3.34, 3.36 & 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority as an Authorised Person in accordance with Section 3.24 and 3.25 of the Act for the purposes of exercising those powers as defined in Sub Division 2 'Certain Provisions About Land' of the Local Government Act 1995 and as prescribed in Schedule 3.1 'Powers under notices to owners or occupiers of land'.

Schedule 3.1 – Things a notice may require to be done

1. Prevent water from dripping or running from a building on the land onto any other land.
2. Place in a prominent position on the land a number to indicate the address.
3. Modify or repair, in the interests of the convenience or safety of the public, anything constructed as mentioned in Schedule 9.1, clause 8, or repair any damage caused to the public thoroughfare or other public place mentioned in that clause.
4. (1) Ensure that land that adjoins a public thoroughfare or other public place that is specified for the purposes of this item by a local law —
 - (a) is suitably enclosed to separate it from the public place; and
 - (b) where applicable, is enclosed with a close fence, to the satisfaction of the local government, suitable to prevent sand or other matter coming from the land onto the public place.
- (2) The notice cannot be given to an occupier who is not an owner.
5. (1) Ensure that unsightly land is enclosed, to the satisfaction of the local government, with a fence or other means suitable to prevent the land, so far as is practicable, from being unsightly.
- (2) In this item —

unsightly, in relation to land, means having an appearance that, because of the way in which the land is used, does not conform with the general appearance of other land in the locality.
- (3) The notice cannot be given to an occupier who is not an owner.
- 5A. (1) Ensure that overgrown vegetation, rubbish, or disused material, as specified, is removed from land that the local government considers to be untidy.
- (2) In this item —

disused material includes disused motor vehicles, old motor vehicle bodies and old machinery.
- 5B. Ensure that graffiti that is —
 - (a) applied with the consent of the owner or occupier; and
 - (b) visible from a public place; and
 - (c) considered by the local government to be unsightly or offensive,is obliterated in a manner acceptable to the local government.

6. Take specified measures for preventing or minimising the movement of sand, silt, clay or rocks on or from the land if, in the opinion of the local government, that movement would be likely to adversely affect other land.
7. Ensure that land that adjoins a public thoroughfare or other public place that is specified for the purposes of this item by a local law is not overgrown.
8. Remove all or part of a tree that is obstructing or otherwise prejudicially affecting a thoroughfare that is under the local government's control or management and adjoins the land where the tree is situated.
9. Ensure that a tree on the land that endangers any person or thing on adjoining land is made safe.
10. Take specified measures for preventing or minimizing —
 - (a) danger to the public; or
 - (b) damage to property,
 which might result from cyclonic activity.
11. Remove bees that are likely to endanger the safety of any person or create a serious public nuisance.
12. Ensure that an unsightly, dilapidated or dangerous fence or gate that separates the land from land that is local government property is modified or repaired.
13. Take specific measures to prevent —
 - (a) artificial light being emitted from the land; or
 - (b) natural or artificial light being reflected from something on the land, creating a nuisance.
14. (1) Remove or make safe anything that is obstructing or otherwise prejudicially affecting a private thoroughfare so that danger to anyone using the thoroughfare is prevented or minimised.
- (2) In this item —

private thoroughfare has the same meaning as in Schedule 9.1 clause 7(1).

[Division 1 amended in Gazette 29 Apr 1997 p. 2144; amended by No. 49 of 2004 s. 72; No. 17 of 2009 s. 46.]

In addition, authority is delegated to:

1. do anything considered necessary to achieve the purpose for which the notice was given in order to make a person comply with the notice;
2. undertake works that are not carried out by the owner or occupier and recover the costs as a debt;
3. go onto private land in circumstances prescribed in Schedule 3.2 and carry out works, even without the consent of the owner;
4. authorise a person to enter land, premises or thing without consent, after notice has been given, unless the owner or occupier has objected to the entry;
5. enter land in an emergency without notice or consent; and
6. make an opening in a fence to do works on property subject to providing the owner or occupier with 3 days written notice.

38. PUBLIC THOROUGHFARES

LEGISLATIVE POWER Local Government Act 1995 Sections 3.5, 3.51 & 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to:

1. close a thoroughfare wholly or partially, for a period not exceeding 4 weeks;
2. provide public notice of intentions and reasons for, and invite and consider submissions prior to ordering the closure of a thoroughfare, wholly or partially, to vehicles for a period exceeding 4 weeks' and
3. give notice of proposal and invite and consider submissions before –
 - (a) fixing or altering the level of, or the realignment of, a public thoroughfare; or
 - (b) draining water from a public thoroughfare or other public place onto adjoining land.

Any proposal to close a thoroughfare for any period exceeding 3 months must be referred to Council for determination.

39. GATES ACROSS PUBLIC THROUGHFARE

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 and Local Government (Uniform Local Provisions) Regulations 1996 Regulation 9

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to exercise each of the functions under regulation 9 of the *Local Government (Uniform Local Provisions) Regulations 1996*, including the power to determine applications for permission to have a gate or other device across a public thoroughfare under the control or management of the Shire to enable traffic to pass across the public thoroughfare and prevent livestock from straying.

40. DANGEROUS EXCAVATION IN OR NEAR PUBLIC THOROUGHFARE

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 and Local Government (Uniform Local Provisions) Regulations 1996 Regulation 11

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to exercise each of the functions under regulation 11 of the *Local Government (Uniform Local Provisions) Regulations 1996*, including the powers –

1. to fill in or fence an excavation;
2. to give a written request to an owner or occupier to fill in or securely fence the excavation; and
3. to determine applications for permission to make, or make and leave, an excavation in a public thoroughfare or land adjoining a public thoroughfare or land adjoining a public thoroughfare.

41. CROSSOVERS

LEGISLATIVE POWER Local Government Act 1995 Section 5.42 and Local Government (Uniform Local Provisions) Regulations 1996 Regulation 12 and 13

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority:

1. to determine applications for the construction of a crossing giving access from a public thoroughfare to private land or a private thoroughfare serving the land and may agree to construct the crossing for the applicant;
2. to give notice to an owner or occupier of private land requiring the person to construct or repair a crossing from a public thoroughfare to the land or a private thoroughfare serving the land; and
3. if the person fails to comply with the notice, to construct or repair the crossing and recover 50% of the cost of doing so as a debt due from the person.

42. PERMISSION TO DEPOSIT MATERIALS ON, OR EXCAVATE ADJACENT TO, A STREET

LEGISLATIVE POWER Local Government Act 1995, Section 5.42 and Local Government (Uniform Local Provisions) Regulations 1996

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to exercise each of the functions under regulation 6 of the *Local Government (Uniform Local Provisions) Regulations 1996*, including the power to determine applications for permission to place on a specified part of a public thoroughfare one or more specified things that may obstruct the public thoroughfare.

43. EVENTS ON ROADS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer
 Director Infrastructure
 Manager Engineering Services

FUNCTION TO BE PERFORMED

Delegated authority to give, or refuse to give, the Shire's approval under regulation 4 of the *Road Traffic (Events on Roads) Regulations 1991* in relation to the temporary closure of a road for the purpose of conducting an event.

Note: In exercising this function, delegates may be required to comply with the requirements of sections 3.50 of the *Local Government Act 1995*.

44. ROAD TRAINS & EXTRA MASS PERMITS

LEGISLATIVE POWER Local Government Act 1995 Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to determine any application to use road trains and for extra mass permits on any local road within the district, recommending approval or refusal, with or without conditions, for referral to Main Roads WA. Taking regard to any Council policy on the issue that may be established from time to time.

45. TRAFFIC REGULATORY SIGNS

LEGISLATIVE POWER Local Government Act 1995 Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to install appropriate traffic regulatory signs at such places as considered necessary.

Conditions

In exercising this function approval from Main Roads and other Statutory bodies is to be gained where relevant. All signs are to be in accordance with relevant legislation, guidelines and standards.

46. LIQUOR – SALE & CONSUMPTION ON COUNCIL PROPERTY

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer is delegated authority to determine 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.

47. LICENCES, SIGNS AND HOARDINGS

LEGISLATIVE POWER Local Government Act 1995, Section 5.42

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to approve the erection and/or licensing of signs and hoardings that comply with the Local Laws and policies of the Council. Where an application for a sign or hoarding does not comply with the Local Laws and the policies of the Council the application is to be refused.

48. POWERS OF ENTRY

LEGISLATIVE POWER Local Government Act 1995, Part 3, Division 3, Subdivision 3

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

The Chief Executive Officer has delegated authority under section 3.31(2) of the Local Government Act 1995 to authorise persons on behalf of the local government for the purposes of discharging the following duties:

- 3.31 General procedure for entering property
- 3.32 Notice of entry
- 3.33 Entry under warrant
- 3.34 Entry in an emergency
- 3.36 Opening fences

49. VARIATION TO FIREBREAK ORDERS

LEGISLATIVE POWER Bush Fires Act 1954, Section 48

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated authority to determine applications to provide firebreaks in alternative positions and to determine applications to provide alternative fire protection measures on the land.

50. VARIATION TO PROHIBITED BURNING TIMES

LEGISLATIVE POWER Bush Fires Act 1954

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated power to undertake the powers and duties under Section 17(7) and 17(8) of the Bush Fires Act 1954 in respect to varying the prohibited burning times, in accordance with Section 17(10) of the Act.

51. ADMINISTRATION OF OTHER ACTS

LEGISLATIVE POWER Dog Act 1976, Cat Act 2011, Control of Vehicles (Off Road Areas) Act 1978, Bush Fires Act, Caravan Parks and Camping Grounds Act 1995, Health Act 1911, Strata Titles Act 1985, Food Act 2008, Planning and Development Act 2005

DELEGATE Chief Executive Officer

FUNCTION TO BE PERFORMED

Delegated power to administer the following Acts:

- Dog Act 1976
- Cat Act 2011
- Control of Vehicles (Off Road Areas) Act 1978
- Bush Fires Act
- Caravan Parks and Camping Grounds Act 1995
- Health Act 1911
- Strata Titles Act 1985
- Food Act 2008
- Planning and Development Act 2005

52. AUDIT & FINANCE COMMITTEE

LEGISLATIVE POWER Local Government Act 1995, Section 5.18

DELEGATE Audit and Finance Committee

FUNCTION TO BE PERFORMED

The Council provides delegated authority to the Audit and Finance Committee to meet annually with the Shire of Wyndham East Kimberley's auditor(s) as required by Section 7.12A(2) of the Local Government Act 1995.

13.6 ELECTED MEMBER REPORTS

Shire President, John Moulden

- 25 June 2014 MG Corporation re future of East Lily Creek Land
- 27-28 June 2014 Northern Development Summit, Townsville
- 30 June 2014 Lake Kununurra Foreshore Working Group
- 01 July 2014 SAT Mediation, Riverfarm Road Chalet Development
- 15 July 2014 GHD re Business Case for Leisure Centre
Dinner with Chinese Consul General
- 23 July 2014 MyFireWatch Launch
- 25 July 2014 East Kimberley Small Business Awards

Cr Beau Robinson

- 16 July 2014 Honourable Mark McGowan MLA

Cr K Wright

- 16 July 2014 Argyle City
- 23 July 2014 East Kimberley Marketing Group
- 25 July 2014 Citizenship Ceremony

COUNCIL DECISION

Minute No. 10490

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council accepts the Elected Member Reports for the period 25 June 2014 to 25 July 2014

Carried Unanimously 9/0

13.7 CHIEF EXECUTIVE OFFICER REPORTS

The Chief Executive Officer attended the following meetings on behalf of Council:

- 25 June 2014 East Kimberley Marketing Group
MG Corporation re Leisure Centre Business Case
Karen Dickinson re KTI Strategic Plan
Leisure Centre Business Case Workshop
Peter Stubbs re Regional Development
- 27 June 2014 Glenn Jardine re KMG Update
- 07 July 2014 Kimberley Zone Video Conference re Green Paper on Developing
Northern Australia
- 08 July 2014 Kununurra Children and Family Centre Official Opening
- 09 July 2014 Honourable Tony Simpson MLA
Alcohol Accord
- 14 July 2014 Ngnowar Aerwah Corporation
- 15 July 2014 Kimberley District Emergency Management Committee Phone
Conference
GHD re Business Case for Leisure Centre
- 16 July 2014 Honourable Mark McGowan MLA
Argyle City
- 17 July 2014 John Graham from Rio Tinto
2015 – 2019 Future Category 2 RADS Projects Phone Conference
- 18 July 2014 NWRI Interview
- 22 July 2014 Vaughan Davies re Aboriginal Heritage Act Amendments
- 23 July 2014 East Kimberley Marketing Group
Grant Pipe re DFES Supt Meeting
MyFireWatch Launch
- 25 July 2014 Australian Citizenship Ceremony

COUNCIL DECISION

Minute No. 10491

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council accepts the Chief Executive Officer Reports for the period 25 June 2014 to 25 July 2014

Carried Unanimously 9/0

14. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

14.1 MOTION FROM CR KEITH WRIGHT

That this Council expunge all records within Celebrity Tree Park with references to Brian Burke, Dr Peter Hollingsworth and Rolf Harris.

This action will remove all reference to the three named as their various actions do not fit well in a park frequented by persons of all ages both local and those visiting the area, especially in the park named 'Celebrity Tree Park'.

Attachment 1 – Background on Brian Burke, Dr Peter Hollingsworth and Rolf Harris

Attachment 2 – Dr Peter Hollingsworth's Plaque at Celebrity Tree Park

Attachment 3 – Rolf Harris's Plaque at Celebrity Tree Park

RECOMMENDATION

That Council expunge all records within Celebrity Tree Park with references to Brian Burke, Dr Peter Hollingsworth and Rolf Harris.

COUNCIL DECISION

Minute No. 10492

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council expunge all records within Celebrity Tree park with references to Brian Burke, Dr Peter Hollingsworth and Rolf Harris

Lost 4/5

For: Cr K Wright, Cr D Spackman, Cr S Cooke, Cr G King

Against: Cr J Moulden, Cr G Taylor, Cr R Dessert, Cr B Robinson, Cr D Learbuch

Notice of Motion

Proponent Councillor Keith Wright

Motion

That this Council expunge all records within the Celebrity Tree Park of references to Brian Burke, Dr Peter Hollingsworth and Rolf Harris .

This action will remove all reference to the three named as their various action do not fit well in a park, frequented by persons of all ages bot local and those visiting the area, especially in the park named "Celebrity Tree Park"

On 22 April 2001 the [Prime Minister, John Howard](#), announced that Hollingsworth would be appointed [Governor-General of Australia](#) upon the completion of Sir [William Deane](#)'s term. He was the first Christian cleric to hold the post, though precedent existed at a state level, where Aboriginal pastor [Doug Nicholls](#) had served as [Governor of South Australia](#). On 29 June 2001, Hollingsworth was sworn in as Governor-General of the Commonwealth of Australia and Commander-in-Chief of the Defence Force.^[14] As the governor-general is the Chancellor and Principal Companion of the [Order of Australia](#), Hollingsworth was appointed a Companion of the Order (AC) on 29 June 2001.^[15]

Resignation

In December 2001, allegations were raised that, during his time as Archbishop of Brisbane, Hollingsworth had failed to deal appropriately with sex abuse allegations made against a church teacher at Toowoomba Prep School. That month, the Brisbane Anglican diocese was ordered to pay \$834,800 damages to the woman who had been found to have been sexually abused.^[16] [Hetty Johnston](#), an advocate for child sex abuse victims, instigated a campaign calling for Hollingsworth to resign. Hollingsworth told the Australian media that, as a newly appointed archbishop at the time, he lacked the experience to handle the matter. He also said he had not believed that the case involved sexual abuse, but conceded he had not done enough to stop abuses occurring.^[17] Hollingsworth subsequently apologised to the Toowoomba victim and released a formal statement condemning child sexual abuse but by February 2002, the Labor Opposition was calling for Hollingsworth to be dismissed. Hollingsworth stepped down from his positions as the [Brisbane Lions](#)' No 1 ticket holder, patron of Barnardos, Kids First Foundation and the National Association for the Prevention of Child Abuse and Neglect.^[18]

[Phillip Aspinall](#), Hollingsworth's successor as archbishop, ordered an inquiry, which concluded that in 1993, Hollingsworth had allowed a known paedophile to continue working as a priest.^[19] In May 2003, the report by the Diocese of Brisbane into the handling of the cases was tabled in the [Queensland parliament](#) by the Labor Premier of Queensland, [Peter Beattie](#).^[20] Both the Deputy Prime Minister, [John Anderson](#), and the Treasurer, [Peter Costello](#), indicated in early May that Hollingsworth should consider his position. After meeting with Howard on 11 May, Hollingsworth stood aside.^{[21][22]} On 28 May 2003, he announced his resignation^[23] and his commission as Governor-General was revoked as of 29 May 2003.^[24]

Brian Thomas Burke (born in [Perth](#), 25 February 1947) was Labor [Premier of Western Australia](#) from 25 February 1983 until his resignation on 25 February 1988. He was

imprisoned for seven months in 1994, after being convicted of "false pretence" regarding travel expenses.^[1]

In the following decades, Burke continued to maintain his Labor party contacts and parliamentary influence, using them to further his career as a pro-business lobbyist. He worked both sides of politics in partnership with disgraced former ministerial colleague [Julian Grill](#) and assisted by former senator, [Noel Crichton-Browne](#).^[2]

On 19 June 2013 Burke was charged with insider trading relating to the ASX listed telecommunications company, AMCOM ^[3]

Contents

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Political career

The son of federal [Labor](#) parliamentarian [Tom Burke](#), Brian Burke started his career as a journalist, initially at the [West Australian](#) newspaper and later in [radio](#) and [television](#). He entered politics in 1973, winning the [Legislative Assembly](#) seat of [Balcatta](#) at a by-election.^[4] His elder brother [Terry](#) held the seat of [Perth](#) from 1968-1987.

In 1981, Brian Burke defeated [Ron Davies](#) to become [opposition leader](#).^[5] At the February 1983 state election, he became the state's 23rd premier (and its third youngest after [John Scaddan](#) and [Newton Moore](#)), ending almost nine years of conservative coalition government which had commenced under Sir [Charles Court](#), and was completed by [Ray O'Connor](#) (1982–1983). On 25 February 1983, Burke's 36th birthday, the governor commissioned the [Burke ministry](#).

The Burke government abolished capital punishment in Western Australia in 1984.^[6]

His premiership was characterised by very close associations with businessmen such as [Laurie Connell](#) and [Alan Bond](#) and arranging joint government and business deals. As a result of the [1987 stock market crash](#), major corporate collapses including that of Connell's merchant bank [Rothwells](#) unwound some of those deals which, in turn, caused major losses to the state. The corporate deals and the attempted government-sponsored rescue of Rothwells under subsequent premier [Peter Dowding](#) were widely styled in media and civil society as "[WA Inc](#)".

Burke resigned as premier and as member for Balga on 25 February 1988, on the fifth anniversary of his becoming premier and his own 41st birthday. A packed public gallery attended his resignation speech and both he and his deputy [Mal Bryce](#), who resigned on the same day, were given a rare standing ovation in the House.^[7] Burke was able to play the part of kingmaker, convincing party colleagues to support the Dowding-Parker ticket for the leadership. Burke then accepted an appointment as [Australia's ambassador](#) to [Ireland](#) and the [Holy See](#).

As a result of the allegations, the [WA Inc royal commission](#) was established in 1991, and led to Burke being charged with various offences, for which he was sentenced to two years' imprisonment. He served seven months in jail in 1994 for travel expense rorts before being released on parole. In March 1997 he was sentenced to three years' jail for stealing \$122,585 in campaign donations. He served six months before the convictions were quashed on appeal. In 1995 he was stripped of his 1988 honour as a Companion of the [Order of Australia](#).^[8]

APPLE GUM

Eucalyptus clavigera

PLANTED BY: His Excellency the Right Reverend
Dr Peter Hollingworth AC, OBE
Governor-General of the
Commonwealth of Australia

PLANTED ON: 18th July 2002

CLASSIFICATION: Governor-General of Australia

CATEGORY: Regal / Vice Regal

12 10 21

CATHORMION

CATHORMION UMBELLATUM

PLANTED BY
Rolf Harris

PLANTED ON
16th February 1986

CLASSIFICATION

Singer and T.V. Personality
28
14
2006

15. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

16. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

MOTION

Cr D Spackman moves that item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works and item 17.2 Confidential – Vehicle Hire Company Leasing Arrangements at the East Kimberley Regional Airport be bought out from behind closed doors

Lapsed/No Seconder

MOTION

Cr D Spackman moves that item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works and item 17.2 Confidential – Vehicle Hire Company Leasing Arrangements at the East Kimberley Regional Airport be deferred to a Briefing Session.

COUNCIL DECISION

Minute No. 10493

**Moved: Cr D Spackman
Seconded: Cr K Wright**

That Council defer item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works and item 17.2 Confidential – Vehicle Hire Company Leasing Arrangements at the East Kimberley Regional Airport be deferred to a Briefing Session.

Lost 2/7

**For: Cr D Spackman, Cr K Wright
Against: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke,
Cr G Taylor, Cr G King**

COUNCIL DECISION

Minute No. 10494

Moved: Cr B Robinson

Seconded: Cr S Cooke

That Council moves behind closed doors to consider confidential matters.

Carried 8/1

**For: C J Moulden, Cr R Dessert, Cr D Learbuch, Cr K Wright, Cr B Robinson,
Cr S Cooke, Cr G Taylor, Cr G King**

Against: Cr D Spackman

Cr D Spackman leaves Chambers at 6.28pm

17. MATTERS BEHIND CLOSED DOORS

17.1 CONFIDENTIAL TENDER T08-2014, WANDRRA FLOOD REINSTATEMENT WORKS

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kalumburu Road, Port Warrender Road and Mt Elizabeth Road
AUTHOR:	Peter Gall, Flood Recovery Supervisor (Contactor)
REPORTING OFFICER:	Kevin Hannagan, Director Infrastructure
FILE NO:	CM.16.83

The business of the meeting is of a confidential nature as it relates to the business affairs of a person. The item will be discussed Behind Closed Doors under Section 5.23(2)(c) and (e)(ii) as this is a matter that affects:

- c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;
- e) a matter that if disclosed, would reveal –
 - (ii) information that has a commercial value to a person.

PURPOSE

To provide Council with the details of the tender assessment for Tender T08 2013 / 2014 Flood Recovery Works - Kalumburu Road, Port Warrender Road and Mt Elizabeth Road and to make a Tender Evaluation Panel recommendation for the awarding of the contract.

ATTACHMENTS

The Report and all attachments have been provided under separate cover

VOTING REQUIREMENT

Simple Majority

MOTION

Cr K Wright moves that this item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works be referred to WALGA for matrix evaluation.

COUNCIL DECISION

Minute No. 10495

Moved: Cr K Wright

Seconded: Cr G King

That Council refer the item 17.1 Confidential Tender T08-2014, WANDRRA Flood Reinstatement Works to WALGA for matrix evaluation

Lost 2/6

For: Cr K Wright, Cr G King

Against: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke, Cr G Taylor

MOTION

Cr K Wright moves that Council:

- 1) Award tender T08 2013 / 2014 Flood Recovery Works - Kalumburu Road, Port Warrender Road and Mt Elizabeth Road to Guerinoni & Son Pty Ltd, PO Box 195, Kununurra, WA, 6743.
- 2) Authorise the Chief Executive Officer to enter into a contract for tender T08 2013 / 2014 Flood Recovery Works - Kalumburu Road, Port Warrender Road and Mt Elizabeth Road. The contract document is to include:
 - a) The tender submission
 - b) The specification document
 - c) The general conditions of contract
 - d) The contents of Attachment 1 - Addendums and Additional Information Provided to Tenderers
 - e) The contents of Attachment 2
 - f) The contents of Attachment 3 – Tenderer Questions and Responses - Email Chain two (2) - Guerinoni & Son Pty Ltd.

Lapsed/No Seconder

COUNCIL DECISION

Minute No. 10496

Moved: Cr B Robinson

Seconded: Cr R Dessert

That Council:

- 1) **Award tender T08 2013 / 2014 Flood Recovery Works - Kalumburu Road, Port Warrender Road and Mt Elizabeth Road to Guerinoni & Son Pty Ltd, PO Box 195, Kununurra, WA, 6743.**
- 2) **Authorise the Chief Executive Officer to enter into a contract for tender T08 2013 / 2014 Flood Recovery Works - Kalumburu Road, Port Warrender Road and Mt Elizabeth Road. The contract document is to include:**
 - a) **The tender submission**
 - b) **The specification document**
 - c) **The general conditions of contract**
 - d) **The contents of Attachment 1 - Addendums and Additional Information Provided to Tenderers**
 - e) **The contents of Attachment 3 – Tenderer Questions and Responses - Email Chain two (2) - Guerinoni & Son Pty Ltd.**

Carried Unanimously 8/0

Cr D Spackman enters Chambers at 6.50pm

17.2 CONFIDENTIAL – VEHICLE HIRE COMPANY LEASING ARRANGEMENTS AT THE EAST KIMBERLEY REGIONAL AIRPORT

DATE:	29 July 2014
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Peter Friel, Manager East Kimberley Regional Airport
REPORTING OFFICER:	Gary Gaffney, Chief Executive Officer
FILE NO:	CP 16.65

The business of the meeting is of a confidential nature as it relates to the business affairs of a person. The item will be discussed Behind Closed Doors under Section 5.23(2)(c) and (e)(ii) as this is a matter that affects:

- c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;
- e) a matter that if disclosed, would reveal –
 - (ii) information that has a commercial value to a person.

PURPOSE

Implementation of new leasing arrangements and reallocation of parking bays, for EKRA based Motor vehicle hire companies

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VOTING REQUIREMENT

Simple Majority

MOTION

Cr D Spackman moves that Council approve the following recommendations, so that necessary arrangements can be undertaken to move forward with establishing the new licensing and Lease arrangements;

- 1) Parking bay rentals are handled under a licensing arrangement subsequently separating them from the Terminal Booth lease;
- 2) Terminal booth rent be raised to \$3000 per year for meet and greet only;
- 3) Reallocation of car hire parking bays to lanes 5 & 6, so as to create a central Vehicle car hire area at the EKRA;
- 4) Installation of signage along Laine Jones drive, which directs Rental car customers to the allocated Vehicle return area;
- 5) Caveat to be included in the Lease arrangement, which requires tenants to purchase a minimum of 6 parking bay licences;
- 6) Tender be advertised in early August 2014, asking for submissions from Motor vehicle hire companies interested in leasing the available Terminal booths as well as securing parking bay licences at the EKRA.

COUNCIL DECISION

Minute No. 10497

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council approve the following recommendations, so that necessary arrangements can be undertaken to move forward with establishing the new licensing and Lease arrangements:

- 1) Parking bay rentals are handled under a licensing arrangement subsequently separating them from the Terminal Booth lease;**
- 2) Terminal booth rent be raised to \$3000 per year for meet and greet only;**
- 3) Reallocation of car hire parking bays to lanes 5 & 6, so as to create a central Vehicle car hire area at the EKRA;**
- 4) Installation of signage along Laine Jones drive, which directs Rental car customers to the allocated Vehicle return area;**
- 5) Caveat to be included in the Lease arrangement, which requires tenants to purchase a minimum of 6 parking bay licences;**
- 6) Tender be advertised in early August 2014, asking for submissions from Motor vehicle hire companies interested in leasing the available Terminal booths as well as securing parking bay licences at the EKRA.**

Lost 3/6

For: Cr K Wright, Cr D Spackman, Cr G King

**Against: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke,
Cr G Taylor**

COUNCIL DECISION

Minute No. 10498

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council approve the following recommendations, so that necessary arrangements can be undertaken to move forward with establishing the new licensing and Lease arrangements:

- 1) Parking bay rentals are handled under a licensing arrangement subsequently separating them from the Terminal Booth lease;**
- 2) Terminal booth rent to be raised to market valuation levels as per recommendation from valuer;**
- 3) Terminal booth lease to be based on 8.5% of gross turnover or market valuation rent, whatever is the greater;**
- 4) Reallocation of car hire parking bays to lanes 5 & 6, so as to create a central Vehicle car hire area at the EKRA;**
- 5) Installation of signage along Laine Jones drive, which directs Rental car customers to the allocated Vehicle return area;**
- 6) Caveat to be included in the Lease arrangement, which requires tenants to purchase a minimum of 6 parking bay licences;**
- 7) Tender be advertised in early August 2014, asking for submissions from Motor vehicle hire companies interested in leasing the available Terminal booths as well as securing parking bay licences at the EKRA.**

Carried 6/3

**For: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr B Robinson, Cr S Cooke,
Cr G Taylor**

Against: Cr K Wright, Cr D Spackman, Cr G King

COUNCIL DECISION

Minute No. 10499

Moved: Cr B Robinson

Seconded: Cr S Cooke

That Council moves out from behind closed doors.

Carried Unanimously 9/0

18. CLOSURE

The Shire President declares the meeting closed at 7.08pm